

- 1 - Agenda, Aug 22 2023 BOCC Special Mtg, Work Session
- 2 - Treasurer's Reports
- 3b - Vouchers and Transfers - July 2023 Cash Transfer Report
- 3c - Vouchers and Transfers - Sales Tax-LMD Reports
- 4a - CBOE Appeal No SR02, Cosentino, Senior Property Tax Exemption
- 4a1 - RECORDS added at Meeting, CBOE Appeal No SR02, Cosentino, Senior Property Tax Exemption
- 4b - CBOE Appeal No SR01, Wagner, Senior Property Tax Exemption
- 5 - Water, Sewer District - Rules, Regulations, Specification
- 6 - Proposed Adoption of 2023 ICC Building Codes, CO Model Electric and Solar Ready Code
- 6b - ADDED at Meeting-Explanatory Notes for Colorado Model Electric and Solar Ready Code

GUNNISON COUNTY BOARD OF COMMISSIONERS
MEETING NOTICE

DATE: Tuesday, August 22, 2023

Page 1 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE OPTION BELOW)

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

- 8:30 am
- Call to Order

 - Treasurer's Reports

 - Vouchers and Transfers:
 1. August 2023 Accounts Payable Report
 2. July 2023 Cash Transfer Report
 3. Sales Tax - LMD Reports

 - Adjourn

GUNNISON COUNTY BOARD OF EQUALIZATION SPECIAL MEETING:

- 8:35 am
- Call to Order

 - Appeal for 2023 Senior Property Tax Exemption; CBOE #SR02; Sandra J Cosentino; Account #R008614
- 8:50
- Appeal for 2023 Senior Property Tax Exemption; CBOE #SR01; Joseph Scott Wagner; Account #R007384

 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

- 9:05
- Call to Order

 - Discussion; Colorado Technical Services, Inc (CTSI) Casualty Property Pool; Meredith Burcham, CTSI Executive Director

 - **BREAK**
- 9:35
- Discussion; Water and Sewer District; Rules, Regulations, and Specification
- 10:05 am
- Discussion; Proposed Adoption of the 2021 edition of the International Code Council (ICC) Building Codes and the Colorado Model Electric and Solar Ready Code

 - Adjourn

Packet and Zoom Meeting details continued on page 2

GUNNISON COUNTY BOARD OF COMMISSIONERS
MEETING NOTICE

DATE: Tuesday, August 22, 2023

Page 2 of 2

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200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE OPTION BELOW)

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=MjNDbTZHTFNRVdDemZJdC91aVBlZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Reports

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly and Investment reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/18/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/22/2023

TREASURER'S MONTHLY REPORT FOR JULY 2023

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
COUNTY FUNDS				
Due from Tre-County General	19,848,290.93	728,888.29	(1,322,235.88)	19,254,943.34
Due from Tre-Road & Bridge	4,262,927.37	52,827.46	(672,961.61)	3,642,793.22
Due from Tre-Human Services	648,582.54	38,095.61	(1,696.57)	684,981.58
Due from Tre-Public Health Agency	152,771.15	269,686.91	(835.63)	421,622.43
Due from Tre-Conservation Trust	208,094.48	392.92	-	208,487.40
Due from Tre-Bond Fund	5,160.62	26,010.02	-	31,170.64
Due from Tre-Airport	219,816.03	65,818.23	(202,301.42)	83,332.84
Due from Tre-Sales Tax	5,051,861.99	181,790.32	(41.51)	5,233,610.80
Due from Tre-Land Preservation	1,530,911.21	73,199.27	-	1,604,110.48
Due from Tre-Mosquito	88,899.45	2,816.58	(32,605.76)	59,110.27
Due from Tre-Sage Grouse	264,859.26	3,431.32	-	268,290.58
Due from Tre-Risk Management	52,806.41	93.44	(3,318.21)	49,581.64
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	611,767.75	1,145.73	(4,972.91)	607,940.57
Due from Tre-Sewer	1,492,030.24	143,279.05	(392,067.00)	1,243,242.29
Due from Tre-Water	863,984.73	115,985.22	-	979,969.95
Due from Tre-Solid Waste	689,775.05	178,352.36	(152,518.39)	715,609.02
Due from Tre-Housing Authority	3,093,245.97	1,880,197.77	-	4,973,443.74
Due from Tre-Gunn Sr Housing	35,690.17	56.48	(5,776.01)	29,970.64
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,567,924.95	2,152.60	(427,880.10)	1,142,197.45
Due from Tre-Internal Service II	641,426.04	9,156.74	(2,000.62)	648,582.16
Due from Tre-Insurance Trust	2,521,926.76	64,047.11	-	2,585,973.87
Due from Tre-Local Marketing District	1,914,022.44	3,309.35	(161,343.35)	1,755,988.44
Due from Tre-Rural Trans Auth	5,275,360.14	13,219.97	(450,807.12)	4,837,772.99
Due from Tre-Public Trustee Agency	18,421.33	4,000.00	(5,627.45)	16,793.88
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	-	275.00	(275.00)	-
Due from Tre-Treas Fees	-	36,716.71	(36,716.71)	-
Due from Tre-Health Claims	64,630.31	296,826.26	(296,826.80)	64,629.77
Due from Tre-Landfill Closure	1,180,813.02	9,757.52	-	1,190,570.54
Due from Tre-Landfill Cons Resv	1,340,549.55	30,536.62	-	1,371,086.17
Due from Tre-Payroll Clearing	8,782.13	1,270,031.45	(1,218,862.85)	59,950.73
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	13,578.75	25.64	-	13,604.39
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	1,178,460.62	4,339,952.75	(3,542,389.32)	1,976,024.05
Due from Tre-Finance Revenue Clearing	-	4,602,656.52	(4,602,656.52)	-
Due from Tre-Water Resource	47,909.38	90.46	-	47,999.84
Due from Tre-Workforce Impact Fees	381,863.87	721.02	-	382,584.89
Due from Tre-Living Community	158,244.01	29,073.51	(158,901.10)	28,416.42
COUNTY FUNDS TOTAL	55,920,579.58	14,474,616.21	(13,695,617.84)	56,699,577.95
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	56,846.18	14,289.81	(56,993.38)	14,142.61
Due from Tre-Crested Butte Street/Alley	160,826.08	23,662.48	(161,535.99)	22,952.57
Due from Tre-Gunnison City General	89,962.69	16,168.24	(90,223.04)	15,907.89
Due from Tre-Marble General	5,321.09	645.64	(5,330.60)	636.13
Due from Tre-Mt Crested Butte General	184,526.32	61,259.68	(190,384.35)	55,401.65
Due from Tre-Pitkin General	2,114.96	1,128.02	(2,133.95)	1,109.03
CITIES AND TOWNS TOTAL	499,597.32	117,153.87	(506,601.31)	110,149.88
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	337,168.67	538,975.63	(347,777.39)	528,366.91
Due from Tre-Gunn RE1J Bond	129,186.19	289,080.15	(135,889.54)	282,376.80
Due from Tre-Delta 50J General	9,634.30	13,086.33	(9,649.43)	13,071.20
Due from Tre-Delta 50J Bond	160.90	1,085.05	(160.90)	1,085.05
Due from Tre-Montrose RE1J General	2,021.52	6,761.68	(2,036.62)	6,746.58
Due from Tre-Montrose RE1J Bond	142.28	761.97	(142.28)	761.97
Due from Tre-Reij 2014 Mill Override	34,500.44	77,830.60	(36,485.01)	75,846.03

SCHOOLS TOTAL	512,814.30	927,581.41	(532,141.17)	908,254.54
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	155.95	125.47	(155.95)	125.47
Due From Tre-Gunn Rising #3	1.77	1.43	-	3.20
Due From Tre-Gunn Rising #4	2.49	2.00	-	4.49
Due from Tre-CO River Water CD	66,617.88	14,165.07	(67,250.32)	13,532.63
Due from Tre-Reserve MD2	25,925.45	5,769.16	(26,072.69)	5,621.92
Due from Tre-Mt Crested Butte DDA	146,576.40	40,980.17	(147,805.82)	39,750.75
Due from Tre-Bostwick Park Water CD	256.54	151.90	(260.63)	147.81
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	110,710.96	14,476.50	(111,488.78)	13,698.68
Due from Tre-Mt CB Water/San	177,430.96	56,159.87	(183,005.61)	50,585.22
Due from Tre-East River Regional SD	15,199.03	3,615.52	(15,290.85)	3,523.70
Due from Tre-Cemetery	34,730.51	6,551.59	(34,921.18)	6,360.92
Due from Tre-Gunn Co Metro Rec Dist	117,602.51	27,210.63	(118,843.42)	25,969.72
Due from Tre-N Fork Water CD	6,425.66	173.96	(6,427.33)	172.29
Due from Tre-Skyland MD	79,057.88	14,875.87	(79,402.99)	14,530.76
Due from Tre-Upper Gunn Water CD	227,053.59	51,857.86	(229,441.56)	49,469.89
Due from Tre-Crested Butte Fire PD	518,102.35	128,730.42	(525,308.18)	121,524.59
Due from Tre-Gunn Co Fire PD	115,743.43	28,358.74	(116,612.55)	27,489.62
Due from Tre-Carbondale & Rural Fire PD	33,710.26	6,516.62	(33,871.88)	6,355.00
Due from Tre-Ragged Mt Fire PD	37,042.90	1,112.40	(37,057.22)	1,098.08
Due from Tre-Arrowhead Fire PD	7,030.05	1,944.00	(7,081.16)	1,892.89
Due From Tre-Library General Fund	257,197.57	54,671.81	(259,638.71)	52,230.67
Due From Tre-Reserve MD#2 BOND 2016A	72,257.99	16,332.98	(72,665.88)	15,925.09
Due From Tre-North Fork Ambulance Health Service Di	77,436.59	3,131.62	(77,484.90)	3,083.31
Due From Tre-Reserve MD #2 BOND 2016B	10,154.61	2,259.57	(10,212.27)	2,201.91
Due From Tre-Reserve MD #2 BOND 2016C	8,616.01	1,917.40	(8,664.95)	1,868.46
Due From Tre-Crested Butte Fire PD Bond	258,643.74	64,377.99	(262,244.34)	60,777.39
Due From Tre-Gunn Co Metro Rec North	135,733.73	33,131.15	(137,603.65)	31,261.23
IMPROVEMENT DISTRICTS TOTAL	2,539,416.81	578,601.70	(2,568,812.82)	549,205.69
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	614,057.64	637,941.04	(642,388.21)	609,610.47
Due from Tre-Clerk Sales Tax	-	69,033.66	(69,033.66)	-
Due from Tre-SOT	-	285,808.12	(285,808.12)	-
Due from Tre-State Auto	-	267,580.55	(267,580.55)	-
Due from Tre-Clerk ST Domestic Abuse	-	820.00	(820.00)	-
Due from Tre-Clerk State Registrar	-	123.00	-	123.00
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	932.00	(932.00)	-
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	-	112,556.81	(112,556.81)	-
Due from Tre-Treas Deed	1,876.56	1,000.00	-	2,876.56
Due from Tre-Unused Remittances	642,939.05	767.16	-	643,706.21
Due from Tre-Elected Official Fees Clrg	19,399.91	48,794.06	(51,521.29)	16,672.68
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	1,349,718.78	1,425,356.40	(1,430,640.64)	1,344,434.54
GRAND TOTALS	60,822,126.79	17,523,309.59	(18,733,813.78)	59,611,622.60

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 July 2023.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer						
Investment Report						
31-Jul-23						
CASH AND CHECKING						
GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH	
1100	134,603.20			Cash	N/A	
1101	2,672,114.66	0.00%		Chkg	N/A	
1103	1,919,888.60	0.00%		Chkg	N/A	
1104	2,005,098.42	0.25%		MMA	Mo	
1109	43,718.39	0.00%		check	n/a	
1145	1,477,603.07	0.00%		Chkg	N/A	
1147	3,721,317.45	0.00%		Chkg	Mo	
1118	3,915,389.47	5.22%		Pool	Mo	
1121	2,281,542.84	5.28%		Pool	Mo	
1320	2,311,974.49	3.50%		MMA	Mo	
1102	154,161.68	0.00%		Chkg	N/A	
1199	280,764.83	1.98%		MMA	Mo	
	TOTAL CASH AND CHECKING	20,918,077.30			35.09%	
INVESTMENTS						
1191	245,000.00	5.05%		CD	SA/Mat 3/23/26	
1214	236,160.15	3.40%		CD	M/MAT 6/29/27 5 YRS	
1252	238,275.73	0.30%		CD	SA/ Mat 8/21/23	
1260	221,911.44	0.65%		CD	SA/Mat 7/22/25 5 yrs	
	Bankwell BCL3				Matured	
1259	225,628.83	0.55%		CD	Qtrly/Mat 7/29/24 yrs	
1343	228,317.70	2.10%		CD	SA/Mat 9/15/21 4yr	
1190	245,000.00	4.85%		CD	M/Mat 3/29/27	
1271	228,196.43	1.45%		CD	SA/Mat 4/15/25 5 yrs	
1213	236,725.61	3.45%		CD	M/MAT 6/29/27 5 YRS	
1304	233,356.86	1.85%		CD	SA/Mat 8/30/24 5 yr	
1205	232,718.92	1.30%		CD	Annually/ Mat 9/19/24	
1203	245,203.05	1.30%		CD	Annually/ Mat 9/19/24	
1209	237,220.02	3.45%		CD	SA/ Mat 7/29/26	
1254	232,872.50	0.30%		CD	SA/ Mat 2/12/24	
1233	456,750.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable	
1251	241,970.00	0.28%		AG	SA/Mat 9/14/23 3 yrs callable	
1247	479,480.00	0.31%		AG	SA/Mat 11/30/23 3 yrs callable	
1245	438,456.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable	
1200	496,585.00	4.87%		AG	SA/Mat 9/28/26 4 yrs callable	
1198	498,810.00	5.46%		AG	SA/Mat 10/25/27 5 yrs callable	
1194	500,000.00	5.00%		AG	SA/Mat 1/28/27 4 yrs	
1234	447,380.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable	
1235	446,545.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable	
1234	447,040.00	0.55%		AG	SA/Mat 5/26/26 5yrs callable	
1236	323,214.50	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable	
1235	314,405.00	0.75%		AG	SA/Mat 11/28/25 4yrs callable	
1234	463,920.00	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable	
1227	446,265.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable	
1219	471,560.00	2.00%		AG	SA/MAT 3/24/25 3 yrs callable	
1220	547,798.00	2.30%		AG	SA/MAT 3/29/27 5 yrs callable	
1217	473,410.00	3.20%		AG	SA/Mat 5/10/25 5 YRS CALLABLE	
1204	492,915.00	4.00%		AG	SA/MAT 9/29/26 5 YRS CALLABLE	
1229	881,350.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable	
1243	442,880.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable	
1244	443,540.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable	
1241	451,300.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE	
1242	448,120.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE	
1240	448,560.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE	
1237	457,480.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE	
1224	440,915.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE	
1225	444,065.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE	
1224	465,480.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE	
1223	456,205.00	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE	
1221	466,835.00	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable	
1215	499,035.00	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE	
1206	498,880.00	4.15%		AG	SA/Mat 9/30/25 3 yrs Callable	
1201	498,930.00	5.00%		AG	SA/MAT 10/27/27 5 yrs callable	
1197	499,685.00	5.05%		AG	SA/Mat 12/29/25 3 yr callable	
1194	500,000.00	5.00%		AG	SA/MAT 2/9/28 5 yr callable	
1193	500,000.00	5.25%		AG	SA/MAT 2/23/27 4 YRS callable	
1192	500,000.00	5.50%		AG	SA/Mat 3/8/25 callable	
1175	500,000.00	5.00%		AG	SA/MAT 4/24/28 5 yrs callable	
1174	500,000.00	5.00%		AG	SA/Mat 4/12/27 4 yrs callable	
1174	500,000.00	4.85%		AG	SA/Mat 4/25/28 5yrs callable	
1172	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable	
1238	448,735.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE	
1170	500,000.00	5.15%		AG	SA/Mat 5/24/28 5 yrs callable	
1205	492,385.00	4.15%		AG	SA/ Mat 9/29/26 4 yrs Callable	
1246	268,851.00	0.60%		AG	SA/Mat 11/20/25 5 yrs callable	
1207	486,035.50	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable	
1216	490,210.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE	
1169	500,656.25	5.25%		AG	SA/Mat 6/5/28 5 yrs Callable	
1168	500,000.00	5.30%		AG	SA/Mat 6/14/27 4 yrs Callable	
1167	500,000.00	5.45%		AG	SA/Mat 7/12/27 4 yrs callable	
1164	500,000.00	5.85%		AG	SA/Mat 7/19/28 5 yrs callable	
1248	448,370.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable	
1211	488,045.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable	
1212	484,060.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable	
1173	500,000.00	5.13%		AG	SA/Mat 4/26/27 4 yrs callable	
1171	500,000.00	5.38%		AG	SA/Mat 11/3/27 4y6M callable	
1165	500,000.00	5.80%		AG	SA/Mat 7/26/27 4 yrs callable	
1228	214,819.43	0.85%		cd	M/Mat 9/30/26	
1304	240,734.04	1.90%		CD	SA/Mat 8/23/23 4 yrs	
1256	228,665.60	0.50%		CD	SA/Mat 7/31/24 yrs	
1106	500,000.00	0.50%		CD	M/Mat 1/17/22 - 5 yrs	
1335	500,000.00	2.84%		CD	M/MAT 2/14/28	
1283	262,711.50	2.00%		CD	Qtrly/Mat 1/27/25	
1402	220,716.13	4.17%		CD	A/Mat 2/21/24 - 7 mo	
1250	218,417.50	0.40%		CD	SA/Mat 9/30/25 5yrs callable	
1249	236,751.34	0.25%		CD	SA/Mat 10/2/23 callable	
1284	233,824.28	1.85%		CD	SA/Mat 2/24/24	
1253	232,812.23	0.30%		CD	SA/ Mat 2/14/24	
1258	238,486.35	0.30%		CD	SA/Mat 8/4/23 4 yrs	
1291	238,135.10	1.70%		CD	SA/ Mat 12/4/23 4 yrs	
1285	237,006.63	1.75%		CD	SA/Mat 1/31/24	
1338	231,988.29	1.90%		CD	SA/Mat 1/2/25	
1273	233,361.03	1.20%		CD	SA/Mat 4/30/24 4 yrs	
1265	224,038.53	0.90%		CD	M/Mat 5/22/25 5 yrs callable	
1293	232,245.79	1.85%		CD	SA/Mat 11/26/24 5 yrs	
1449	240,747.12	0.40%		CD	SA/Mat 11/8/23 - 3 yrs	
1208	237,908.96	2.40%		CD	SA/Mat 7/29/2025	
1195	245,000.00	4.60%		cd	SA/Mat 5/28/24 1mo	
1263	224,063.28	1.00%		CD	M/Mat 6/19/25 callable 5 yrs	
1264	223,248.65	0.80%		CD	SA/Mat 6/30/25 5 yrs	
1189	245,000.00	4.90%		CD	M/Mat 3/30/27	
1218	446,055.00	2.40%		AG	SA/MAT 2/28/26 4 YRS	
1222	451,875.00	1.62%		AG	SA/Mat 1/31/27	
1210	446,465.00	3.20%		AG	SA/MAT 5-31-26 4 YRS	
1488	238,205.90	2.75%		CD	M/5/3/24 5 yrs	
1309	506,895.53	2.72%		CD	Q/Mat 7/14/24 5 yr	
	TOTAL INVESTMENTS	38,696,099.62			64.91%	
	Cash per Treasurer's Ledger	59,614,176.92			100.00%	
	Plus Pending Disbursements	(2,554.32)				
	Total Due to All Funds	59,611,622.60				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Vouchers and Transfers: July 2023 Cash Transfer R

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

July 2023 Cash Transfer Report

Fiscal Impact: \$8,261,252.00

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 8/15/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/18/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/22/2023



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

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,149,720.79)
130	95 11122	General - Payroll Account	1,266,793.85	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(4,602,656.52)
002	02 11900	Road & Bridge	0.00	(672,728.18)
003	03 11900	Human Services	0.00	(1,421.98)
004	04 11900	Public Health Agency	185,330.19	0.00
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	25,951.28	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	(201,215.53)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	167,776.08	0.00
013	13 11900	Land Preservation	70,176.15	0.00
030	30 11900	Mosquito Control	0.00	(32,516.85)
032	32 11900	Sage Grouse Trust	2,925.70	0.00
034	34 11900	Risk Management	0.00	(3,318.21)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(4,972.91)
050	50 11900	Gunnison County Sewer	0.00	(390,599.67)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	113,990.43	0.00
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(150,748.36)
125	52 11101	Solid Waste - Landfill Closure	7,513.76	0.00
126	52 11102	Solid Waste - Landfill Const	27,952.66	0.00
070	70 11900	Housing Authority	1,870,824.77	0.00
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(5,776.01)
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	(427,880.10)
082	82 11900	ISF-II	7,872.92	0.00
090	90 11900	Health Insurance Trust	53,800.01	0.00
115	90 11101	Health Insurance Claims	120,391.45	0.00
091	91 11900	Local Marketing District	0.00	(161,343.35)
092	92 11900	Transportation Authority	0.00	(450,766.09)
093	93 11900	Public Trustee Agency	0.00	(5,587.45)
145	95 11121	Accounts Payable Clearing	4,339,952.75	0.00
TOTALS			\$ 8,261,252.00	\$ (8,261,252.00)

TRANSFER FOR JOURNAL ENTRIES:

307024, 307025, 307026, 307027, 307028, 306374, 306373, 306372, 306370, 307050, 306371, 305701, 305702, 306377, 306375, 307098, 306625, 306630, 306632, 307219, 308007, 307300, 307307, 307303, 307304, 307305, 307313, 307314, 307353, 307357, 307358, 307315, 307418, AP, GBI, 307253, PRJ, UBB,

PREPARED BY: 
 AUTHORIZED BY: 
 RECEIVED BY TREASURER: T. Brown

DATE: 8/10/23
 DATE: AUG 10 2023
 DATE: 8-10-23

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
July-23**

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04	07
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900	Conservation Trust 07 11900
-	307024,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2023	(20,035.59)						(223.74)		
-	307025,	STND2: BUDGETED INTERFUND TRANSFERS	7/31/2023	32,420.33					(14,583.33)		(5,166.67)	
-	307026,	STND3: MAPPING SYSTEM CHARGES	7/31/2023	(11,534.02)					(1,675.83)	(22.08)	(22.08)	
-	307027,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2023	(3,964.15)					(324.17)	(637.50)	(712.50)	
-	307028,	STND5: COMPUTER SYSTEM CHARGES	7/31/2023	(22,317.77)					(2,870.83)	(1,270.83)	(3,349.59)	
-	306374,	DHS ATTORNEY TIME 2ND Q	6/30/2023	25,933.11						(25,933.11)		
-	306373,	DHS RENT	6/30/2023	9,433.00						(9,433.00)		
-	306372,	DHS ACCOUNTING TIME 2ND Q	6/30/2023	2,239.91						(2,239.91)		
-	306370,	EQUIPMENT USE JUNE	6/30/2023	(216.37)					(143,433.48)			
-	307050,	WEED JULY	7/31/2023	(765.00)								
-	306371,	MATERIAL USE JUNE	6/30/2023						(25,403.27)			
-	305701,	EQUIPMENT USE MAY	5/31/2023	(2,774.50)					(124,596.07)			
-	305702,	MATERIAL USE MAY	5/1/2023						(10,440.67)			
-	306377,	FUEL TAX CLAIM 2Q 2023	6/30/2023	(2,884.22)						42.31	8.54	
-	306375,	PH COPY	6/30/2023	(56.00)							(249.24)	
-	307098,	WATER & SEWER POSTAGE 3RD Q	7/1/2023	661.39								
-	306625,	RECLASS REV CLEARING	6/30/2023	90.09							(90.09)	
-	306630,	MOTOR POOL RENTS JUNE	6/30/2023	(2,346.96)						(307.89)	(1,666.83)	
-	306632,	TRANS SAGE GROUSE	6/30/2023	7,064.99								
-	307219,	REC MED/DEN/FLEX/Rx CHECKS JULY	7/31/2023	(4,538.94)								
-	308007,	WEED AUGUST	8/31/2023	(765.00)								
-	307300,	RECORD RETIREMENT FOREITURES	7/31/2023	(599.53)						599.53		
-	307307,	RECORD PUBLIC WORKS COMP EARNED JULY	7/31/2023	(304.47)					1,169.33			
-	307303,	POSTAGE USE JULY	7/31/2023	(1,865.68)							(164.43)	
-	307304,	COPIES BLACK JULY	7/31/2023	(819.60)					(7.64)	(5.52)	(14.95)	
-	307305,	COPIES COLOR JULY	7/31/2023	(1,273.69)					(7.74)	(11.88)	(19.44)	
-	307313,	RECLASS TO CORRECT GRANT	7/31/2023	1,405.30							(1,405.30)	
-	307314,	LANDFILL ALLOCATION JULY	7/31/2023									
-	307353,	PUBLIC HEALTH PHOTOCOPY JULY	7/31/2023	(56.00)							(145.88)	
-	307357,	RECLASS PAYROLL	7/31/2023							181.27	(181.27)	
-	307358,	MOTOR POOL RENTS JULY	7/31/2023	(3,265.02)						(359.70)	(493.02)	
-	307315,	REVENUE CLEARING JULY	7/31/2023	217,569.97				(4,602,656.52)	194,142.95	184,087.41	342,802.03	
-	307418,	TRF SALES TAX TO DEBT SVRS	7/31/2023									
-	AP,	AP CLEARING JULY	7/31/2023	(567,316.15)					(335,523.43)	(9,025.28)	(21,227.98)	
-	GBI,	LANDFILL INTERFUND CHARGES	N/A									
-	307253,	NET PAYROLL TRANSFER	7/31/2023	(1,266,793.85)								
-	PRJ,	Payroll Journals	7/31/2023	467,953.63					(206,618.37)	(136,862.06)	(122,571.11)	
-	UBB,	3RD Q WATER SEWER TRANSFERS	7/1/2023	-	-	-	-	-	(2,555.63)	-	-	-
-		TOTALS		(1,149,720.79)	-	-	-	(4,602,656.52)	(672,728.18)	(1,421.98)	185,330.19	-

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

July-23

JE's	Description	Finance Business Date	08	08	08	10	10	12	13	30	32	34	43	50
			Bond Fund	Series 2010 Bond Reserve	Series 2013 Bond Reserve	Airport Operations	Terminal Construction	Sales Tax	Land Preservation	Mosquito Control	Sage Grouse	Risk Management	Capital Expenditures	Sewer Fund
			08 11900	08 11101	08 11102	10 11900	10 11101	12 11900	13 11900	30 11900	32 11900	34 11900	43 11900	50 11900
307024,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2023				(502.25)								(397.12)
307025,	STND2: BUDGETED INTERFUND TRANSFERS	7/31/2023				(4,635.00)				1,682.95				(420.00)
307026,	STND3: MAPPING SYSTEM CHARGES	7/31/2023				(22.08)								
307027,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2023				(308.33)								
307028,	STND5: COMPUTER SYSTEM CHARGES	7/31/2023				(1,541.67)								
306374,	DHS ATTORNEY TIME 2ND Q	6/30/2023												
306373,	DHS RENT	6/30/2023												
306372,	DHS ACCOUNTING TIME 2ND Q	6/30/2023												
306370,	EQUIPMENT USE JUNE	6/30/2023												(106.00)
307050,	WEED JULY	7/31/2023				765.00								
306371,	MATERIAL USE JUNE	6/30/2023												
305701,	EQUIPMENT USE MAY	5/31/2023												(9.50)
305702,	MATERIAL USE MAY	5/1/2023												
306377,	FUEL TAX CLAIM 2Q 2023	6/30/2023				5.25								
306375,	PH COPY	6/30/2023												
307098,	WATER & SEWER POSTAGE 3RD Q	7/1/2023												(443.72)
306625,	RECLASS REV CLEARING	6/30/2023												
306630,	MOTOR POOL RENTS JUNE	6/30/2023												
306632,	TRANS SAGE GROUSE	6/30/2023									(7,064.99)			
307219,	REC MED/DEN/FLEX/Rx CHECKS JULY	7/31/2023												
308007,	WEED AUGUST	8/31/2023				765.00								
307300,	RECORD RETIREMENT FOREITURES	7/31/2023												
307307,	RECORD PUBLIC WORKS COMP EARNED JULY	7/31/2023												
307303,	POSTAGE USE JULY	7/31/2023												
307304,	COPIES BLACK JULY	7/31/2023				(36.93)								
307305,	COPIES COLOR JULY	7/31/2023				(80.46)								
307313,	RECLASS TO CORRECT GRANT	7/31/2023												
307314,	LANDFILL ALLOCATION JULY	7/31/2023									10,099.59			
307353,	PUBLIC HEALTH PHOTOCOPY JULY	7/31/2023												
307357,	RECLASS PAYROLL	7/31/2023												
307358,	MOTOR POOL RENTS JULY	7/31/2023												
307315,	REVENUE CLEARING JULY	7/31/2023				4,933.10		377,907.66	70,176.15					
307418,	TRF SALES TAX TO DEBT SVRS	7/31/2023	102,103.00					(102,103.00)						
AP,	AP CLEARING JULY	7/31/2023	(76,151.72)			(119,587.73)		(108,028.58)		(34,199.80)	(108.90)	(3,318.21)	(4,775.00)	(278,731.33)
GBI,	LANDFILL INTERFUND CHARGES	N/A												
307253,	NET PAYROLL TRANSFER	7/31/2023												
PRJ,	Payroll Journals	7/31/2023				(80,969.43)								(2,323.01)
UBB,	3RD Q WATER SEWER TRANSFERS	7/1/2023	-	-	-	-	-	-	-	-	-	-	(197.91)	(108,168.99)
TOTALS			25,951.28	-	-	(201,215.53)	-	167,776.08	70,176.15	(32,516.85)	2,925.70	(3,318.21)	(4,972.91)	(390,599.67)

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

July-23

JE's	Description	Date	50	51	51	52	52	52	70	70	71	71	72	80
			Finance Business	Sewer Bond Reserve	Water Fund	Water Bond Reserve	Solid Waste	Landfill Closure	Landfill Construction	Housing Authority	Hsg Auth Deposits	Senior Housing	Senior Hsg. Deposits	Assisted Living
307024,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2023		(576.68)		(12,618.14)								34,468.10
307025,	STND2: BUDGETED INTERFUND TRANSFERS	7/31/2023							(866.70)					
307026,	STND3: MAPPING SYSTEM CHARGES	7/31/2023		(661.66)										
307027,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2023				(37.50)								(37.50)
307028,	STND5: COMPUTER SYSTEM CHARGES	7/31/2023		(166.67)		(312.50)								(166.67)
306374,	DHS ATTORNEY TIME 2ND Q	6/30/2023												
306373,	DHS RENT	6/30/2023												
306372,	DHS ACCOUNTING TIME 2ND Q	6/30/2023												
306370,	EQUIPMENT USE JUNE	6/30/2023				(7,024.69)								150,780.54
307050,	WEED JULY	7/31/2023												
306371,	MATERIAL USE JUNE	6/30/2023												25,403.27
305701,	EQUIPMENT USE MAY	5/31/2023				(6,063.26)								133,443.33
305702,	MATERIAL USE MAY	5/1/2023												10,440.67
306377,	FUEL TAX CLAIM 2Q 2023	6/30/2023		31.31		360.35								2,436.46
306375,	PH COPY	6/30/2023												
307098,	WATER & SEWER POSTAGE 3RD Q	7/1/2023		(217.67)										
306625,	RECLASS REV CLEARING	6/30/2023												
306630,	MOTOR POOL RENTS JUNE	6/30/2023												4,321.68
306632,	TRANS SAGE GROUSE	6/30/2023												
307219,	REC MED/DEN/FLEX/Rx CHECKS JULY	7/31/2023												
308007,	WEED AUGUST	8/31/2023												
307300,	RECORD RETIREMENT FOREITURES	7/31/2023												
307307,	RECORD PUBLIC WORKS COMP EARNED JULY	7/31/2023				(622.73)								(242.13)
307303,	POSTAGE USE JULY	7/31/2023												
307304,	COPIES BLACK JULY	7/31/2023												
307305,	COPIES COLOR JULY	7/31/2023												1,393.21
307313,	RECLASS TO CORRECT GRANT	7/31/2023												
307314,	LANDFILL ALLOCATION JULY	7/31/2023				(45,566.01)	7,513.76	27,952.66						
307353,	PUBLIC HEALTH PHOTOCOPY JULY	7/31/2023												
307357,	RECLASS PAYROLL	7/31/2023												
307358,	MOTOR POOL RENTS JULY	7/31/2023												4,117.74
307315,	REVENUE CLEARING JULY	7/31/2023				(2.37)			2,609,825.71		13,212.00			
307418,	TRF SALES TAX TO DEBT SVRS	7/31/2023												
AP,	AP CLEARING JULY	7/31/2023		(10,268.41)		(23,399.59)			(738,134.24)		(18,988.01)			(737,624.54)
GBI,	LANDFILL INTERFUND CHARGES	N/A												
307253,	NET PAYROLL TRANSFER	7/31/2023												
PRJ,	Payroll Journals	7/31/2023		14,927.68		(55,461.92)								(56,614.26)
UBB,	3RD Q WATER SEWER TRANSFERS	7/1/2023		110,922.53		-								-
	TOTALS			113,990.43		(150,748.36)	7,513.76	27,952.66	1,870,824.77		(5,776.01)			(427,880.10)

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

July-23

			82	90	90	91	92	93	95	95
JE's	Description	Finance Business Date	Internal Service II	Health Insurance	Health Claims Clearing	Marketing District	Transportation Authority	Public Trustee	Accounts Pay Clearing	Payroll Clearing
			82 11900	90 11900	90 11101	91 11900	92 11900	93 11900	95 11121	95 11122
307024,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2023	(114.58)							
307025,	STND2: BUDGETED INTERFUND TRANSFERS	7/31/2023	(5,305.00)			(2,083.33)	(1,043.25)			
307026,	STND3: MAPPING SYSTEM CHARGES	7/31/2023	13,937.75							
307027,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2023	6,059.15					(37.50)		
307028,	STND5: COMPUTER SYSTEM CHARGES	7/31/2023	32,192.36					(195.83)		
306374,	DHS ATTORNEY TIME 2ND Q	6/30/2023								
306373,	DHS RENT	6/30/2023								
306372,	DHS ACCOUNTING TIME 2ND Q	6/30/2023								
306370,	EQUIPMENT USE JUNE	6/30/2023								
307050,	WEED JULY	7/31/2023								
306371,	MATERIAL USE JUNE	6/30/2023								
305701,	EQUIPMENT USE MAY	5/31/2023								
305702,	MATERIAL USE MAY	5/1/2023								
306377,	FUEL TAX CLAIM 2Q 2023	6/30/2023								
306375,	PH COPY	6/30/2023	305.24							
307098,	WATER & SEWER POSTAGE 3RD Q	7/1/2023								
306625,	RECLASS REV CLEARING	6/30/2023								
306630,	MOTOR POOL RENTS JUNE	6/30/2023								
306632,	TRANS SAGE GROUSE	6/30/2023								
307219,	REC MED/DEN/FLEX/Rx CHECKS JULY	7/31/2023		(115,852.51)	120,391.45					
308007,	WEED AUGUST	8/31/2023								
307300,	RECORD RETIREMENT FOREITURES	7/31/2023								
307307,	RECORD PUBLIC WORKS COMP EARNED JULY	7/31/2023								
307303,	POSTAGE USE JULY	7/31/2023	2,030.11							
307304,	COPIES BLACK JULY	7/31/2023	884.64							
307305,	COPIES COLOR JULY	7/31/2023								
307313,	RECLASS TO CORRECT GRANT	7/31/2023								
307314,	LANDFILL ALLOCATION JULY	7/31/2023								
307353,	PUBLIC HEALTH PHOTOCOPY JULY	7/31/2023	201.88							
307357,	RECLASS PAYROLL	7/31/2023								
307358,	MOTOR POOL RENTS JULY	7/31/2023								
307315,	REVENUE CLEARING JULY	7/31/2023				123,239.98	366,279.53		98,482.40	
307418,	TRF SALES TAX TO DEBT SVRS	7/31/2023								
AP,	AP CLEARING JULY	7/31/2023	(6,617.19)	(49,591.89)		(282,500.00)	(816,002.37)	(350.00)	4,241,470.35	
GBI,	LANDFILL INTERFUND CHARGES	N/A								
307253,	NET PAYROLL TRANSFER	7/31/2023								1,266,793.85
PRJ,	Payroll Journals	7/31/2023	(35,701.44)	219,244.41				(5,004.12)		
UBB,	3RD Q WATER SEWER TRANSFERS	7/1/2023	-	-	-	-	-	-	-	-
TOTALS			7,872.92	53,800.01	120,391.45	(161,343.35)	(450,766.09)	(5,587.45)	4,339,952.75	1,266,793.85

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:

June 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: 8/15/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/18/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/22/2023

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	24,906,638							115,736,026
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157							77,013,790
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304							37,116,372
Marble	131,754	67,728	87,331	79,408	243,675	386,138							996,034
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388							643,080
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994							96,749,382
TOTAL TAXABLE SALES	55,756,070	58,454,881	65,630,349	39,026,774	45,260,991	64,125,619	0	0	0	0	0	0	328,254,684
Computed 1% Sales Tax	557,560.70	584,548.81	656,303.49	390,267.74	452,609.91	641,256.19							3,282,547
% Incr(Decr) of 2023 over 2022	7.68%	9.17%	3.44%	-0.66%	1.04%	-5.60%							

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	121,824,968	115,736,026	(6,088,942)	-5.00%
Crested Butte	81,467,263	77,013,790	(4,453,473)	-5.47%
Mt. Crested Butte	34,981,428	37,116,372	2,134,944	6.10%
Marble	1,302,585	996,034	(306,551)	-23.53%
Pitkin	446,641	643,080	196,439	43.98%
Unincorporated	80,759,164	96,749,382	15,990,218	19.80%
TOTAL TAXABLE SALES	320,782,049	328,254,684	7,472,635	2.33%
TOTAL COUNTY REVENUE	1,876,534	1,977,054	100,520	5.36%

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	112,799,372	121,824,968	9,025,596	8.00%
Crested Butte	75,588,921	81,467,263	5,878,342	7.78%
Mt. Crested Butte	26,792,804	34,981,428	8,188,624	30.56%
Marble	1,261,764	1,302,585	40,821	3.24%
Pitkin	617,995	446,641	(171,354)	-27.73%
Unincorporated	59,514,940	80,759,164	21,244,224	35.70%
TOTAL TAXABLE SALES	276,575,796	320,782,049	44,206,253	15.98%
TOTAL COUNTY REVENUE	1,574,368	1,876,534	302,166	19.19%

PREVIOUS YEARS FOR COMPARISON

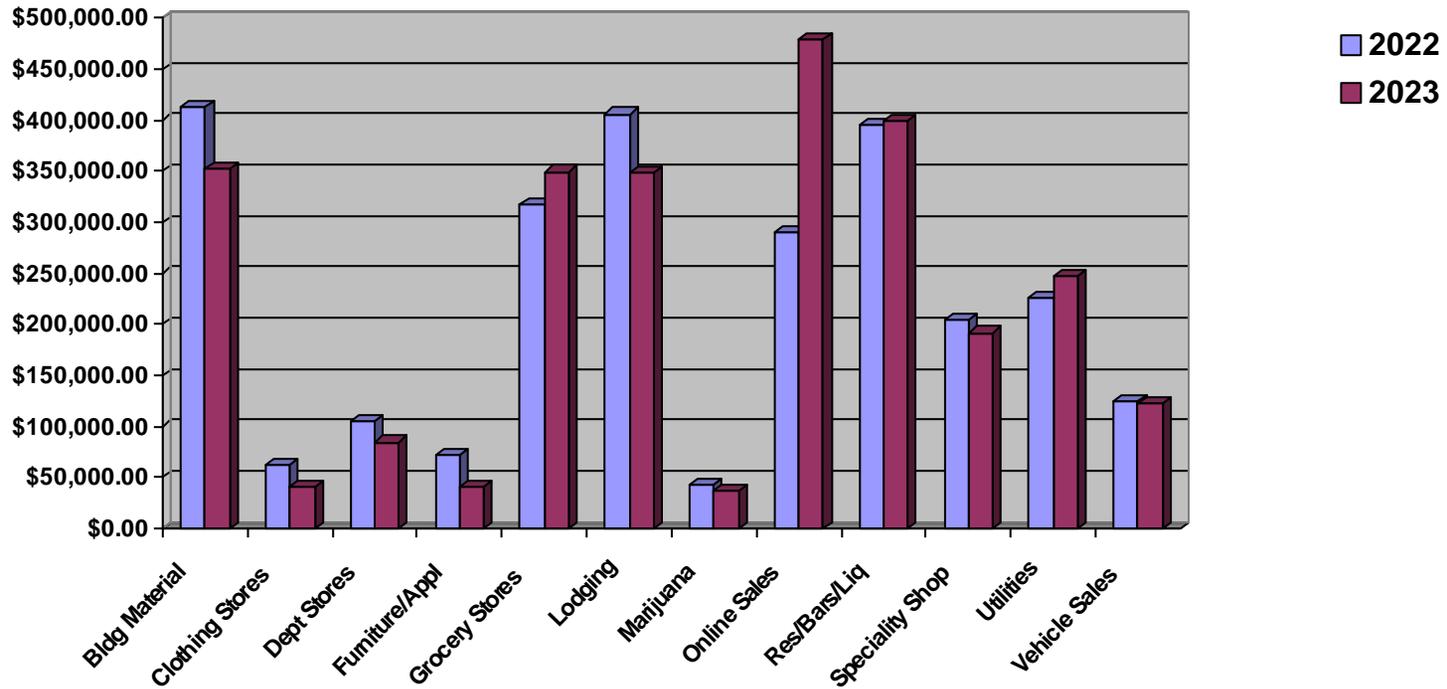
	2020 TOTAL	2021 TOTAL	Difference	%
City of Gunnison	217,223,917	255,916,781	38,692,864	17.81%
Crested Butte	129,700,628	167,915,771	38,215,143	29.46%
Mt. Crested Butte	36,716,482	51,409,373	14,692,891	40.02%
Marble	2,857,002	3,281,011	424,009	14.84%
Pitkin	1,278,152	1,709,362	431,210	33.74%
Unincorporated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

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

SALES TAX REVENUE COMPARISONS

YEAR													Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
2023	Current Month TOTAL COUNTY REVENUE	\$ 324,932.02	\$ 340,143.76	\$ 389,749.07	\$ 241,988.60	\$ 280,293.83	\$ 399,947.07							\$ 1,977,054.35	\$ 1,977,054.35	\$ 3,940,000.00
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%								5.36%	50.18%
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	\$ 1,876,534.08	\$ 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%		19.19%	55.09%
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	\$ 1,574,367.69	\$ 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%		35.52%	46.22%
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	\$ 1,161,754.16	\$ 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%		13.38%	49.13%
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	\$ 1,024,646.74	\$ 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%		7.55%	48.56%
2018	Current Month TOTAL COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 952,704.72	\$ 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%		11.12%	49.52%
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	\$ 857,361.02	\$ 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%		2.05%	46.64%
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	\$ 840,107.91	\$ 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%		11.09%	45.71%
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	\$ 756,238.42	\$ 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%		10.16%	47.56%
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	\$ 686,464.78	\$ 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%		4.68%	46.63%
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	\$ 655,778.59	\$ 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%		2.92%	46.00%
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	\$ 637,158.00	\$ 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%		8.21%	47.93%
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	\$ 588,793.00	\$ 1,314,611.00

2022/2023 YTD INDUSTRY COMPARISON AS OF JUNE



June 2023

Taxes by Industry

Amusement & Entertainment	\$21,504.27
Bldg Material & Trades	\$93,967.06
Clothing Stores	\$8,802.58
Department Stores	\$21,071.67
Furniture & Appliance Stores	\$5,891.37
Gas/Convenience Stores	\$8,944.25
Grocery Stores	\$67,276.11
Lodging	\$65,362.00
Manufacturing	\$23,915.76
Marijuana	\$6,482.00
Miscellaneous Services	\$61,028.23
Online Sales	\$89,694.47
Ranching & Agriculture	\$305.33
Restaurant/Bars/Liquor Stores	\$77,496.83
Specialty Shops	\$37,780.98
Utilities	\$26,780.85
Vehicle Sales/Parts/Services	\$24,952.43
<i>GRAND TOTAL:</i>	\$641,256.19

Taxes by Industry and Jurisdiction

June 2023

Amusement & Entertainment

<i>Almont</i>	887.10
<i>Crested Butte</i>	5292.73
<i>Gunnison</i>	8235.51
<i>Marble</i>	30.46
<i>Mt. Crested Butte</i>	2543.40
<i>Rem of Cnty</i>	4514.76
<i>Somerset</i>	0.31

Grand Total By Industry: \$21,504.27

Bldg Material & Trades

<i>Crested Butte</i>	31328.94
<i>Gunnison</i>	47524.79
<i>Marble</i>	803.91
<i>Mt. Crested Butte</i>	1117.21
<i>Pitkin</i>	324.08
<i>Powderhorn</i>	4.65
<i>Rem of Cnty</i>	12652.98
<i>Somerset</i>	210.50

Grand Total By Industry: \$93,967.06

Clothing Stores

<i>Crested Butte</i>	5962.91
<i>Gunnison</i>	2348.56
<i>Mt. Crested Butte</i>	491.11

Grand Total By Industry: \$8,802.58

Department Stores

<i>Gunnison</i>	21071.67
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Grand Total By Industry: \$21,071.67

Furniture & Appliance Stores

<i>Crested Butte</i>	2771.37
<i>Gunnison</i>	1922.96
<i>Marble</i>	38.45
<i>Mt. Crested Butte</i>	283.12
<i>Rem of Cnty</i>	875.47

Grand Total By Industry: \$5,891.37

Gas/Convenience Stores

<i>Crested Butte</i>	1460.07
<i>Gunnison</i>	6676.86
<i>Pitkin</i>	388.17
<i>Rem of Cnty</i>	419.15

Grand Total By Industry: \$8,944.25

Grocery Stores

<i>Crested Butte</i>	14465.90
<i>Gunnison</i>	51719.69
<i>Marble</i>	116.98
<i>Mt. Crested Butte</i>	138.01
<i>Ohio City</i>	120.17
<i>Pitkin</i>	42.35
<i>Rem of Cnty</i>	673.01

Grand Total By Industry: \$67,276.11

Lodging

<i>Almont</i>	4217.03
<i>Crested Butte</i>	10658.15
<i>Gunnison</i>	14584.39
<i>Marble</i>	369.78
<i>Mt. Crested Butte</i>	15736.48
<i>Ohio City</i>	47.31
<i>Pitkin</i>	666.19
<i>Powderhorn</i>	1529.54
<i>Rem of Cnty</i>	17541.47
<i>Somerset</i>	11.66

Grand Total By Industry: \$65,362.00

Manufacturing

<i>Crested Butte</i>	6771.89
<i>Gunnison</i>	2726.53
<i>Marble</i>	34.28
<i>Mt. Crested Butte</i>	2103.18
<i>Ohio City</i>	47.13
<i>Pitkin</i>	623.59
<i>Rem of Cnty</i>	5297.76
<i>Somerset</i>	6311.40

Grand Total By Industry: \$23,915.76

Marijuana

<i>Crested Butte</i>	2173.97
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<i>Gunnison</i>	4308.03
<i>Grand Total By Industry:</i>	\$6,482.00
Miscellaneous Services	
<i>Almont</i>	4109.73
<i>Crested Butte</i>	11304.38
<i>Gunnison</i>	22985.86
<i>Marble</i>	307.11
<i>Mt. Crested Butte</i>	7290.44
<i>Pitkin</i>	630.52
<i>Powderhorn</i>	0.75
<i>Rem of Cnty</i>	12751.32
<i>Somerset</i>	1648.12
<i>Grand Total By Industry:</i>	\$61,028.23
Online Sales	
<i>Rem of Cnty</i>	89694.47
<i>Grand Total By Industry:</i>	\$89,694.47
Ranching & Agriculture	
<i>Crested Butte</i>	193.26
<i>Gunnison</i>	112.07
<i>Grand Total By Industry:</i>	\$305.33
Restaurant/Bars/Liquor Stores	
<i>Crested Butte</i>	33686.18
<i>Gunnison</i>	35440.17
<i>Marble</i>	2234.00
<i>Mt. Crested Butte</i>	1258.29
<i>Pitkin</i>	126.89
<i>Rem of Cnty</i>	4740.20
<i>Somerset</i>	11.10
<i>Grand Total By Industry:</i>	\$77,496.83
Specialty Shops	
<i>Crested Butte</i>	8523.24
<i>Gunnison</i>	8478.87
<i>Marble</i>	-311.34
<i>Mt. Crested Butte</i>	223.92
<i>Ohio City</i>	11.20
<i>Parlin</i>	73.36
<i>Pitkin</i>	43.33
<i>Powderhorn</i>	3.93
<i>Rem of Cnty</i>	14918.40

Somerset

5816.07

Grand Total By Industry:

\$37,780.98

Utilities

Almont

1390.92

Crested Butte

3592.10

Gunnison

6496.80

Marble

210.39

Mt. Crested Butte

3491.54

Ohio City

72.18

Parlin

2.34

Pitkin

281.01

Rem of Cnty

11200.90

Somerset

42.67

Grand Total By Industry:

\$26,780.85

Vehicle Sales/Parts/Services

Crested Butte

4036.48

Gunnison

14433.62

Marble

27.36

Mt. Crested Butte

76.34

Pitkin

267.75

Rem of Cnty

5242.16

Somerset

868.72

Grand Total By Industry:

\$24,952.43

\$641,256.19

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	302,137.15								
	Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00								
	Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)								
	Current Total Distribution	\$ 318,774.21	\$ 327,664.69	\$ 433,112.61	\$ 96,673.57	\$ 124,484.83	\$ 292,264.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,592,974.24	\$ 1,592,974.24
	% Change over previous year (cumulative)	-2.64%	-3.44%	-13.46%	-11.88%	-10.70%	-10.76%								
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	\$ 1,784,966.48
	% Change over previous year (cumulative)	28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%	4.39%	
2021	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 1,562,962.30
	% Change over previous year (cumulative)	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
2020	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 878,026.68
	% Change over previous year (cumulative)	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 946,464.05
	% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 935,823.57
	% Change over previous year (cumulative)	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 819,874.87
% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 771,055.84
% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 650,010.81
% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 553,250.49
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 471,131.54
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 433,561.96

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Appeal for 2023 Senior Property Tax Exemption; CBO

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Included here are the Assessor Office's submittal and petitioner's initial appeal to the County Board of Equalization - for a hearing regarding the 2023 Senior Property Tax Exemption application by Sandra Cosentino (CBOE SR02).

Fiscal Impact:

Submitted by: M Bollig for V Hildreth

Submitter's Email Address: vhildreth@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient for CBOE hearing. ASFR 8.18.23

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 8/18/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 8/18/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 8/22/2023



Gunnison County Assessor's Office
221 North Wisconsin Street, Suite A
Gunnison, CO 81230
970.641.1085

July 31, 2023

Sandra J. Cosentino
308 N. 9th St., Unit 1
Gunnison, CO 81230

Received
County Administration

8-15-2023

RE: Senior Property Tax Exemption
Account #: R008614
3641 County Road 730, Gunnison

Dear Sandra:

We received your application for the 2023 Senior Property Tax Exemption for the property listed above. As part of our confirmation process, we review voter registration records to verify residency. According to the voter records your primary residence from October 2008 to September 2022 was 3869 County Road 730. On September 20, 2022, your primary residence address with voter records was changed to 3641 County Road 730.

In order to qualify for the Senior Property Tax Exemption, you must have owned and occupied the home listed on your application as your primary residence for 10 consecutive years as of January 1st in the year you apply. If an applicant is registered to vote, the address used for voter registration is considered the primary residence.

Consequently, the Assessor's Office must deny your application for the Senior Property Tax Exemption for the year 2023. If you disagree with the Assessor's Office decision, you may file an appeal and request a hearing before the County Commissioners acting as the County Board of Equalization (CBOE) no later than August 15, 2023. The CBOE can be contacted by phone at (970) 641-0248 or by mail at 200 E Virginia St., Suite 104, Gunnison, CO 81230.

Sincerely,

Vicki Hildreth
Deputy Assessor

August 9, 2023

Be advised I represent Sandra J Cosentino
and hereby appeal the assessors senior exemption
decision
Sandra J Cosentino
attorney John Cosentino for Sandra J Cosentino
24278

To: Gunnison County Board of Equalization
From: Vicki Hildreth, Gunnison County Deputy Assessor - Administration
Date: August 17, 2023
Re: Cosentino – 2023 Senior Property Tax Exemption application, CBOE #SR-02

- For reference, attached please find a blank 2023 Senior Property Tax Exemption Short Form application and instructions. A blank copy of the Colorado Voter Registration Form is also attached for reference.
- On April 6th, 2023, the Assessor's Office received an application for Senior Property Tax Exemption from Sandra J. Cosentino for the property address of 3869 County Road 730, Gunnison.
- On April 7th, 2023, the Assessor's Office sent a letter to Sandra J. Cosentino denying the application for the 3869 County Road 730 address as the 10 consecutive year primary residence criteria was not met. In part, the following information was included in this letter.
 - As part of the Assessor's Office confirmation process, we review voter registration records to verify residency. According to voter records,
 - from October 2008 to September 2022, your residence address is listed as 3869 County Road 730
 - On September 22, 2022, your residence address was changed to 3641 County Road 730
 - In order to qualify for the Senior Property Tax Exemption, you must have owned and occupied the home listed on your application as your primary residence for 10 consecutive years as of January 1st in the year you apply.
- On April 21st, 2023, the Assessor's Office received another application for Senior Property Tax Exemption from Sandra J. Cosentino for the property address of 3641 Ohio Creek Road, Gunnison.
- On July 31st, 2023, the Assessor's Office sent a letter to Sandra J. Cosentino denying the application for the 3641 Ohio Creek Road address as the 10 consecutive year primary residence criteria was not met. The information included in the letter dated April 7th, 2023 was reiterated in this letter.
- As an additional confirmation step, the Assessor's Office contacted the Colorado Division of Property Taxation (DPT) who reviews the senior property tax exemption information when it is submitted to the DPT from all Colorado counties in September each year. We explained to the DPT that we had received applications for two different property addresses from the same applicant in the same year and that the applicant's voter records showed each of those property addresses listed as the residence address during a portion of the last 10 consecutive years.
 - The DPT confirmed that both applications should be denied and added,
 - A person can have only one primary residence at a time.
 - If an applicant is registered to vote, the address used for voter registration is considered the primary residence.

SHORT FORM: PROPERTY TAX EXEMPTION FOR SENIORS

Gunnison County Assessor's Office
221 N. Wisconsin St. Gunnison, CO 81230
970-641-1085
Email: assessor@gunnisoncounty.org

CONFIDENTIAL

15-DPT-AR
SE-003-01/17

1. Identification of Applicant and Property

Applicant's First Name, Middle Initial, and Last Name		Social Security Number	Date of Birth
Property Address (number & street name)		Schedule or Parcel Number	
City or Town	State CO	Zip Code	Telephone Number
Mailing Address (if different from property address)			Check box if ownership is held in a life estate. <input type="checkbox"/>

2. Age, Occupancy, and Ownership Requirements

Each question must be answered "True" to qualify using this form.

As of January 1 of this year, I am at least 65 years old. True False

The owner of record for the property described above is either a) me, b) my spouse, or c) both of us. The property has been owned by one or both of us for at least **10 consecutive years** prior to January 1 of this year. During periods when the property was owned by my spouse and not by me, my spouse and I were married, and my spouse occupied the property as his or her primary residence. True False

I occupy the property described above as my primary residence, and I have done so for at least **10 consecutive years** prior to January 1 of this year. True False

3. Each additional person who occupies the property as his or her primary residence must be listed here.

(Attach an additional sheet if necessary.)

Person who also occupies property as primary residence	Spouse <input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security Number
Person who also occupies property as primary residence		Social Security Number
Person who also occupies property as primary residence		Social Security Number

4. Affidavit and Signature

I declare, under penalty of perjury in the second degree (§ 18-8-503, C.R.S.), that the information I provided on this form and on any attachments is correct.

Signature: _____ Date: _____

Signer is: Applicant Spouse Guardian* Conservator* Attorney-in-fact*

* Authorization in the form of a court order or power of attorney is required.

Other Contact: _____ Telephone Number: _____
(relative, personal representative, etc.)

The assessor must be informed of any change in ownership or occupancy of the property within 60 days of when the change occurs.

Mail or deliver this form to your county assessor by **July 15**. We recommend you **obtain a receipt** when delivering the form in person, or mail the form by **certified mail**. You may also call the assessor prior to July 15 to ensure that it was received.

SENIOR PROPERTY TAX HOMESTEAD EXEMPTION SHORT FORM

A property tax exemption is available to qualifying senior citizens and the surviving spouses of those who previously qualified. There are three basic requirements to qualify: 1) The qualifying senior must be at least 65 years old on January 1 of the year in which he or she applies; 2) The qualifying senior must be the property owner of record and must have been so for at least 10 consecutive years prior to January 1; and 3) The qualifying senior must occupy the property as his or her primary residence and must have done so for at least 10 consecutive years prior to January 1.

For those who qualify, 50 percent of the first \$200,000 of actual value of the applicant's primary residence is exempted. The state will reimburse the county treasurer for the lost revenue.

An applicant or married couple can apply for the exemption on **only one property** and that property must be his or her primary residence. Married couples and individuals who apply for the exemption on multiple properties will be denied the exemption on each property.

For the purpose of the exemption, "primary residence" is the place at which a person's habitation is fixed. A person can have only one primary residence at a time. If the applicant is registered to vote, the address used for voter registration is considered the primary residence. If the applicant is not registered to vote, the address listed on automobile registrations, income tax returns, or other legal documents may be considered evidence of the place of primary residency.

The property must be classified by the county assessor as residential. If the applicant owns a multiple dwelling unit property, the exemption will only be granted to the unit occupied by the applicant as his or her primary residence.

The **social security numbers** of the applicant and each additional person who occupies the property as his or her primary residence are required by law, §§ 39-3-205(2)(a)(I) and (III), and 8-2-128(2), C.R.S. They are used to ensure that no individual or married couple receives the exemption on more than one property.

Two application forms have been created for the exemption. The attached Short Form is intended for qualifying seniors who meet each of the requirements stated above, including those who meet the ownership requirement through ownership by their spouse. The Long Form must be used by individuals applying under the surviving spouse option and for applicants who fall within certain exceptions to the occupancy and ownership requirements.

The **surviving spouse** of an individual who previously qualified is someone who was married to a senior who met each of the application requirements on January 1 of the year of application. Qualifications for the surviving spouse option are listed under "Long Form Qualifications."

Exceptions to the occupancy and ownership requirements are as follows: 1) Ownership has been transferred to or purchased by a trust, corporate partnership or other legal entity solely for estate planning purposes; 2) The qualifying senior or his or her spouse was or is confined to a nursing home, hospital or assisted living facility; 3) The prior residence was condemned in an eminent domain proceeding by a government entity; or 4) The prior

residence was destroyed or otherwise rendered uninhabitable by a natural disaster.

The completed form must be submitted to the county assessor's office no later than **July 15**. If not filed by July 15, the assessor must accept late applications through August 15. However, applicants who file after July 15 will not have appeal rights. **You only need to apply for the exemption once and it remains in effect for subsequent years, as long as the property ownership and occupancy do not change.** Your county assessor has a brochure with additional information.

Short Form Qualifications

The application deadline for the attached Short Form is **July 15**. The form can be used by applicants who meet each of the following requirements.

- **Age Requirement:** You are 65 years old or older as of January 1 of the year for which you are seeking exemption.
- **Ownership Requirement:** You are the current owner of record and you have owned the property for at least 10 consecutive years prior to January 1 of the tax year for which you are seeking the exemption. You do not have to be the sole owner of the property. You can own it with your spouse or with someone else. You can also own a life estate in the property.

If Your Spouse is/was the Owner of Record: For the purpose of the exemption, you are also considered an owner of the property for periods during which your spouse was the owner of record, if, during those periods, your spouse and you were married and your spouse also occupied the property as his or her primary residence.

- **Occupancy Requirement:** You occupy the property as your primary residence, and you have done so for at least 10 consecutive years prior to January 1 of this year.

Long Form Qualifications

If you qualify based on one or more of the following statements, you must use the long application form. The Long Form can be obtained from your county assessor. The deadline for applying is **July 15**.

Surviving Spouse Option: Did your spouse apply for and receive the exemption on your residence prior to passing away? Could your spouse have received the exemption on your residence had he or she applied? If so, you qualify as the surviving spouse if each of the following statements is true:

- On January 1 of this year, your husband or wife met the age, ownership, and occupancy requirements stated above under "Short Form Qualifications."
- You currently occupy the property as your primary residence, and you did so with your spouse.
- The property has been owned by you and/or your spouse for at least 10 consecutive years prior to January 1 of this year to present.
- If your husband or wife passed away prior to January 1, review the *Surviving Spouse Option* to see if you qualify.

Exceptions to Ownership & Occupancy Requirements:

▷ *If Property is Owned by Trust, Corporate Partnership or Legal Entity:* The ownership requirement may be satisfied if your property is owned by a trust, a corporate partnership, or other legal entity solely for estate planning purposes.

You and/or your spouse must be the maker of the trust or a principal of the corporate partnership or legal entity. If the property was not owned by the trust, corporate partnership or other legal entity, it would be owned by you and/or your spouse.

or

▷ *If Confined to Healthcare Facility:* The occupancy requirement may be satisfied even though occupancy has been interrupted by confinement of the applicant or spouse to a nursing home, hospital or assisted living facility. While confined to the health care facility, the property was/is unoccupied, or it was/is occupied only by the spouse of the person confined or by a financial dependent.

or

▷ *If Prior Residence was Condemned or Destroyed by a Natural Disaster:* The ownership and occupancy requirements may be satisfied if the 10-year time frame was not met due to the condemnation of the prior residence by a governmental entity in an eminent domain proceeding, or if the prior residence was destroyed or otherwise rendered uninhabitable by a natural disaster. This exception applies if you would still live in the prior residence had the event not occurred, and you would meet the 10-year ownership and occupancy requirements for that property or you would qualify as a surviving spouse for that property, and you have not been the owner and occupier of any other residence since the time of the event.

or

▷ *Surviving Spouse Option, Spouse Passed Away Prior to January 1:* If your spouse passed away prior to January 1, you can still qualify if your spouse met the requirements stated in "Short Form Qualifications" on January 1, 2002, or on any January 1 thereafter, and you otherwise meet the requirements for the surviving spouse option.

Disabled Veterans Exemption

In 2006, voters amended Colorado's Constitution to extend the senior exemption to disabled veterans. Qualifying veterans are those who have a 100 percent permanent disability rating from the federal Department of Veterans Affairs through disability retirement benefits from a service-connected disability, who have owned and occupied the property as their primary residence since January 1. In 2014, Colorado's Legislature extended this exemption to the surviving spouse of a disabled veteran who previously received the exemption.

Applications are available from the Colorado Department of Military and Veterans Affairs, Division of Veteran's Affairs, 155 Van Gordon St, Suite 201, Lakewood, CO 80222. Their telephone number is 303-914-5832. You can also obtain forms from the Department's web site at <https://vets.colorado.gov> or from the web site of the Colorado Division of Property Taxation at <https://cdola.colorado.gov/property-taxation-forms>. **The filing deadline is July 1.**

SHORT FORM INSTRUCTIONS

Note: For 1 and 3 below, you must include the name and social security number of each person who occupies the property as his or her primary residence.

1. Identify the qualifying senior and the property in this section.
 - The applicant's Social Security number is required. For an explanation, please review 3 below.
 - Life estate – It is permissible for ownership to be held in a life estate. If ownership is held in a life estate, checking the life estate box will assist the assessor's office in processing your application.
2. Age, occupancy, and ownership - In order to use the Short Form, all three questions in this section must be answered "True". If any questions are "False", please review the Long Form Qualifications to see if you still qualify.
3. Pursuant to § 39-3-205(2)(a)(I) and (III), and 8-2-128(2), C.R.S., the name and Social Security number of each individual who occupies the property must be listed on the application form. Names and social security numbers are used to ensure that no individual or married couple applies for the exemption on more than one property. The statute requires that the information be kept confidential. If your husband or wife occupies the property, he or she must be listed on the first line and identified as your spouse. If more than three additional people occupy the property, you can attach an additional sheet with their names and social security numbers.
4. You must sign and date the form. If the form is signed on behalf of the applicant by a guardian, conservator, or attorney-in-fact, that person must provide documentation of his or her authority in the form of a court order or power of attorney. If there is a contact person other than the applicant, please provide the name and telephone number of that person.

If you have any questions, please contact your county assessor's office.

Assessor Name

Address

Telephone Numbers

E-mail Address

Web Site

Colorado Voter Registration Form Fill out all fields marked with an asterisk (*)

Eligibility **1** * Are you a citizen of the United States? Yes No If you answered "No", do not complete this form.

Name **2** _____
 * Last Name * First Name Middle Name Suffix

Identification **3** Provide your birth date and your identification information

Remember to write your birth date below
 _____ - _____ - _____
 *MM *DD *YYYY

I have a valid CO Driver's License or ID card
Write that number here: _____ - _____ - _____

I do not have a CO Driver's License or ID card
Write the last four digits of your SSN here: X X X - X X - _____

I do not have a Colorado Driver's License, ID card, or a Social Security Number

The address where you live **4**

* Address (no P.O. Boxes) _____ Unit Number _____ * City or Town _____
 CO _____
 State * Zip Code _____ Colorado County _____

I am homeless. This is a location I regularly return to I have also provided a mailing address in Section 5

The address where you receive mail **5**

Same as above _____
 Address _____
 City or Town _____ State _____ Zip Code _____

The address to mail your ballot **6** The County will mail your ballot here until you say otherwise

Same as above _____
 Address _____
 City or Town _____ State _____ Zip Code _____

Political affiliation **7a or 7b** Choose only 7a or 7b

I would like to be a member of the following political party:
 American Constitution Approval Voting Center Democratic Green Libertarian No Labels Republican Unity

I would like to be unaffiliated

Updating a current record? **8** If so, you must provide the applicable changes here

I am not updating a current record I am no longer overseas I am no longer absent from Colorado due to military service

Previous home address _____ Previous legal name _____
 Previous mailing address _____ Previous party affiliation _____

Declaration **9** 

Warning: It is a Class 1 misdemeanor to swear or affirm falsely as to your qualifications to register to vote.
Self-Affirmation: I affirm that I am a citizen of the United States, I have been a resident of Colorado for at least twenty-two days immediately before an election I intend to vote in, I am at least sixteen years old, and I understand that I must be at least eighteen to be eligible to vote in any election. I further affirm that the residence address I provided is my sole legal place of residence I certify under penalty of perjury that the information I have provided on this application is true to the best of my knowledge and belief, and that I have not, nor will I, cast more than one ballot in any election

 * Signature or mark * Date Witness Signature _____ Date _____

If you are unable to sign, you must make a mark and have the mark witnessed by another person

Optional information **10**

Phone number with area code _____

I want to receive election information by email (You will not receive a ballot by email) _____
 Email address _____

I would like to be an election judge

Gender Identity (select one): Female Male X Not Disclosed

Authorization of Representative

2010 Gunnison Co Taxes Invoice

12-3-2010 Recorded Quit Claim Deed

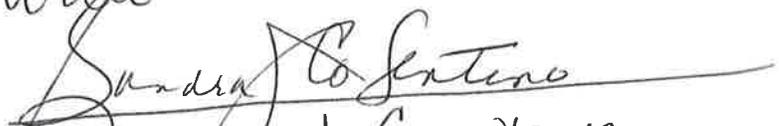
Statement of Dissolution

Utility Bills

Presented in person 8:49 AM / 8/22/23

August 22, 2023

I, Sandra J. Stratman Cosentino
hereby by my signature below
authorize attorney John L. Cosentino
to represent me and speak on
my behalf at the hearing with
County Board of Equalization regarding
appeal of denial of Senior property
tax exemption on August 23, 2023.
in accordance with CRS.


SANDRA J. COSENTINO
SANDRA J. STRATMAN


08614

351535000007

2010 Taxes Payable in 2011

MELODY MARKS - GUNNISON COUNTY TREASURER
221 N. Wisconsin, Ste. T • P.O. Box 479 • Gunnison, CO 81230
(970) 641-2231 • mmarks@gunnisoncounty.org

PRIORITY	MILL LEVY	MILL LEVY CREDIT	TAX AMOUNT
Gunnison Cemetery District	0.62600		\$41.28
Upper Gunnison Water District	1.77000		\$116.71
RE1J School District	23.92600		\$1,577.68
Gunnison County	10.24000		\$675.24
Gunnison County Fire Protect. Dist.	4.50400		\$296.99
Gunnison County Metro. Rec. Dist.	0.32100		\$21.17
Colorado River Water District	0.18800		\$12.39
<hr/>			
			41.57500
			\$2,741.46

Without State Legislative Funding, your School District Mill Levy would have been → 23.926

VALUATION	ACTUAL	ASSESSED
	\$672,810.00	\$65,940.00
LEVIED TAXES		\$2,741.46
NON-LEVIED TAXES		\$0.00
FEE(S)		\$0.00
TAX AMOUNT		\$2,741.46
PAYMENT(S)		\$0.00
BALANCE		\$2,741.46

MESSAGES

SEE INSERTS:

Property Tax Exemption Information for Senior Citizens and Disabled Veterans

If you have questions pertaining to the inserts, please contact the Gunnison County Assessor's Office: assessor@gunnisoncounty.org • (970) 641-1085 Website: www.gunnisoncounty.org/assessor.html

LEGAL DESCRIPTION OF PROPERTY

PROPERTY LOCATION
3641 COUNTY RD 730
LEGAL DESCRIPTION OF PROPERTY
36.65 ACRES IN SW4 SEC 35 51N1W #602279
ADDITIONAL PROPERTY INFORMATION

AG

PAYMENT	DUE DATE	AMOUNT
FIRST HALF	02-MAR-11	\$1,370.73
SECOND HALF	15-JUN-11	\$1,370.73
FULL PAYMENT	30-APR-11	\$2,741.46



DO NOT PAY THIS BILL IF YOUR MORTGAGE COMPANY WILL MAKE THIS PAYMENT.

SEE ADDITIONAL IMPORTANT INFORMATION ON BACK OF THIS NOTICE.

KEEP THIS PORTION FOR YOUR RECORDS

ADDRESS CORRECTION? (PLEASE PRINT)

New Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

2nd Half Coupon 2

THE TREASURER'S OFFICE IS REQUIRED BY LAW TO SEND THE TAX NOTICE TO THE OWNER OF RECORD.
IF YOUR TAXES ARE PAID BY A MORTGAGE COMPANY, KEEP THIS NOTICE FOR YOUR RECORDS.

Make checks payable to: **Gunnison County Treasurer** ACCOUNT NUMBER

PAYMENT MUST BE POSTMARKED BY DUE DATE.

MAIL TO: Melody Marks, Treasurer
P.O. Box 479
Gunnison, CO 81230

R008614

COSENTINO JOHN L ETAL
308 N 9TH ST #1
GUNNISON CO 81230

14113
2/5

PROPERTY TYPE:

2ND HALF DUE BY 15-JUN-11 \$1,370.73

Please do not fold, staple or tape your checks and coupons.

Your cancelled check is your best receipt and saves your tax dollars.
TO OBTAIN A RECEIPT, CHECK HERE.



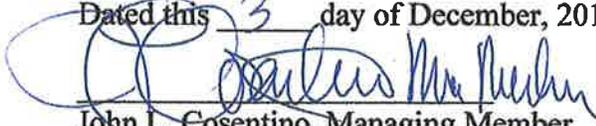
QUIT CLAIM DEED

Reality Ranch, LLC, A Colorado Limited Liability Company, for \$1.00 (One Dollar) and other valuable consideration, hereby conveys to John L. Cosentino and Sandra J. Cosentino whose address is 308 North 9th Street #1, Gunnison, CO 81230 as joint tenants and not as tenants in common, the following real property and Water Rights located at 3641 County Road 730, Gunnison Colorado, County of Gunnison and State of Colorado, to wit and described in:

Attached Exhibit A and Exhibit B

With all its appurtenances, and warrants the title to the same, subject to terms, conditions and reservations as contained in United States Patents recorded in Book 101 at Page 160 and in Book 235 at page 443; reservation as contained in Quit Claim Deed recorded in Book 293 at page 459; perpetual right of way and easement as conveyed in Warranty Deed recorded in Book 500 at page 71, and any and all assignments thereof or interests therein; terms and conditions in Agreement recorded in Book 550 at page 979; Right of Way Easement recorded as Reception No. 555681; Right of Way Easement recorded as Reception No. 555683; real property taxes for 2010 due and payable in 2011 and subject to Deeds of Trust of Record.

Dated this 3 day of December, 2010.


John L. Cosentino, Managing Member
of Reality Ranch, LLC, A Colorado
Limited Liability Company.


Sandra J. Cosentino, Managing Member
of Reality Ranch, LLC, A Colorado
Limited Liability Company.

State of Colorado)
) ss
County of Gunnison)

The foregoing instrument by Reality Ranch LLC was acknowledged before me on this 3 day of December, 2010 by John L. Cosentino, Managing Member of Reality Ranch, LLC, a Colorado Limited Liability Company and Sandra J. Cosentino, Managing Member of Reality Ranch, A Colorado Limited Liability Company in their capacity thereof.

By: 
Notary Public

My commission expires: 10-12-2011



EXHIBIT A

Township 51 North, Range 1 West, N.M.P.M.

Section 35: A tract of land located in the Southwest Quarter of said Section 35, more particularly described as follows:

Commencing at the South Quarter corner of said Section 35, (as marked by a USGLO brass cap monument); thence North 69°11'37" West 1230.49 feet to the POINT OF BEGINNING for the herein described tract (said point being a southerly corner of the property conveyed from CiCi Runge to Harold and Janet Michael as described in a Deed recorded in Book 690 at page 51 of the records of Gunnison County - said point being the northerly end of course #4 as described in said Deed, and said point also being on the boundary of that land described in Book 500 at page 71, said parcel sharing its boundary with that parcel described in Book 690 at page 51); thence the following courses around said tract:

1. North 88°39'58" West 144.39 feet along an existing fence line as identified in said Deed and also identified as an existing fence line in the description of the Runge property conveyed from Clifford Runge to CiCi Runge as described in Book 650 at page 597 (this line being identified as a portion of the line recorded as North 85° West 415.40 feet in description of said Runge Property);
2. North 82°39'53" West 271.92 feet along an existing fence line (this line being identified as the remaining portion of the line as recorded as North 85° West 415.40 feet in the description of said Runge property);
3. North 33°28'58" West 443.71 feet along an existing fence line called for in the description of said Runge property, (this line being identified in that deed as North 31°00'00" West 445.90 feet);
4. North 30°57'27" West 558.19 feet along an existing fence line called for in the description of said Runge property, (this line being identified in that deed as North 30°00'00" West 556.25 feet);
5. North 89°39'00" East 379.03 feet along an existing fence line called for in the description of said Runge property;
6. North 00°05'38" East 1332.38 feet along an existing fence line called for in said Runge deed to a point on the east-west center line of said Section 35;
7. South 89°59'21" East 737.56 feet along said east-west center line to the northeast corner of said Runge property (this point also being the northwest corner of the Runge property as described in Book 650 at page 595);
8. South 799.00 feet to a point on the center line of an existing road;
9. South 78°06'36" West 18.04 feet to a point on the center line of said road;
10. South 06°14'27" West 1427.12 feet to the POINT OF BEGINNING of the herein described tract.

-CONTINUED ON FOLLOWING PAGE-

TOGETHER WITH an easement for ingress and egress across a tract of land within the N1/2 of the SW1/4 of Section 35, Township 51 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado, said tract being a strip of land 30.00 feet in width, also being 15.00 feet in width on each side of a centerline, said centerline being more particularly described as follows:

Commencing at the Northeast corner of the CiCi Runge property as described in Book 650 at page 595 of the Gunnison County Clerk and Recorder's Office, said point bears North 00°04'40" West 2658.29 feet from the South quarter corner of said Section 35 (as marked by a USGLO brass cap monument); thence North 89°59'21" West 16.79 feet along the northerly boundary of said property to the POINT OF BEGINNING for the herein described centerline; thence the following courses along said centerline:

1. South 66°43'34" West 17.57 feet;
2. Along a curve to the left with a radius of 50.00 feet, arc length of 61.29 feet, and a chord which bears South 31°36'27" West at 57.53 feet;
3. South 3°30'39" East 110.02 feet;
4. Along a curve to the right with a radius of 90.00 feet, arc length of 58.42 feet, and a chord which bears South 15°05'04" West at 57.40 feet;
5. South 33°40'48" West 128.73 feet;
6. Along a curve to the right with a radius of 130.00 feet, arc length of 68.43 feet, and a chord which bears South 48°45'32" West at 67.64 feet;
7. South 63°50'16" West 152.80 feet;
8. Along a curve to the left with a radius of 65.00 feet, arc length of 56.36 feet, and a chord which bears South 38°59'44" West at 54.62 feet;
9. South 14°09'13" West 76.21 feet;
10. Along a curve to the right with a radius of 82.00 feet, arc length of 57.76 feet, and a chord which bears South 34°20'02" West at 56.58 feet;
11. South 54°30'52" West 145.69 feet;
12. Along a curve to the right with a radius of 215.00 feet, arc length of 88.54 feet, and a chord which bears South 66°18'44" West at 87.92 feet;
13. South 78°06'36" West 385.03 feet; to a point on the easterly boundary of the above tract;

Said point being the TERMINUS of the herein described centerline,

County of Gunnison,
State of Colorado.

Exhibit B

the following water and water rights and ditch and ditch rights in the County of Gunnison and State of Colorado, to wit:

All water and water rights and ditch and ditch rights pertaining to or used in connection with the real property described in attached Exhibit A, and including a proportionate interest in the Pioneer Ditch No. 12 and Priority No. 10 for 0.158 c.f.s. of water and Priority No. 282 for 0.402 c.f.s. of water, all adjudicated in Division 59, Water District No. 4, State of Colorado,

County of Gunnison,
State of Colorado,

Except that interest conveyed by Quit Claim Deed recorded August 9, 2001 bearing Reception No. 513235, and

Except that interest conveyed by QuickClaim Deed recorded October 25, 2002 bearing Reception No. 525015,

with all its appurtenances, and warrants the title against all persons claiming under grantor.



Colorado Secretary of State
 Date and Time: 12/03/2010 05:01 PM
 ID Number: 20061524052

Document must be filed electronically.
 Paper documents will not be accepted.

Document processing fee
 Fees & forms/cover sheets
 are subject to change.

\$25.00

Document number: 20101658974
 Amount Paid: \$25.00

To access other information or print
 copies of filed documents,
 visit www.sos.state.co.us and
 select Business.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Dissolution

filed pursuant to §7-90-301, et seq. and §7-80-802 of the Colorado Revised Statutes (C.R.S)

ID number: 20061524052

1. Entity name: REALITY RANCH LLC

2. Principal office mailing address: 308 North 9th St. Unit 1
(Street name and number or Post Office Box information)

Gunnison CO 81230
(City) (State) (Postal/Zip Code)

United States
(Country – if not US)

3. The limited liability company is dissolved.

4. (Optional) Delayed effective date: 12/03/2010
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

5. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Corey Steven CPA
(Last) (First) (Middle) (Suffix)

101 South Cascade Ave
(Street name and number or Post Office Box information)

Montrose CO 81401
(City) (State) (Postal/Zip Code)

United States
(Country – if not US)

Contact Information

For Billing, Service or Delivery Inquiries
970-641-1571

Mailing Address
AMERIGAS
1509 N HWY 135
GUNNISON CO 81230-9244

Payment Options

-  **AutoPay**
Enroll in our automatic payment program!
Log on to www.amerigas.com or call
1-866-243-5470.
-  **E-Pay** Pay online
www.amerigas.com
-  **Telepay** Pay by phone
1-866-243-5470
-  **Mail Us A Check or Money Order** Send your check with the remittance stub.

Messages from AmeriGas

We periodically review & revise our standard Terms and Conditions. Visit www.amerigas.com to read the T&C that apply. No internet access? Call 610-337-7000.

Late fees are the greater of either \$30 or the past due balance multiplied by the applicable rate contained in the Rate Table on reverse.

Tired of calling for propane? Enroll in automatic delivery and get our no run-out promise. Log on to www.amerigas.com/automaticdelivery or call us.

No more checks or postage fees with our free AutoPay service! Visit www.amerigas.com to enroll!

Account Information

Account Number	Invoice Number	Delivery/Service Location
0570012337	0570-268093A	3641 COUNTY ROAD 730
Due Date	Invoice Date	GUNNISON, CO 81230
07/06/10	07/06/10	

TOTAL PAYMENT DUE **\$0.00**

No payment is due.

Detail of Current Charges

Date	Ref Number	Description	Quantity	Amount
07/02/10		PREVIOUS BALANCE		477.02CR
		AmeriLock Setup		
		Your AmeriLock Plan will automatically renew on 07-02-2010 for one year. Your guaranteed price for the next year will be \$2.149		
07/02/10		AmeriLock Annual Fee		109.00
		Yearly Begin: 07/01/10		
		AmeriLock Fee		
		TOTAL CURRENT CHARGES		109.00

TOTAL PAYMENT DUE **\$368.02CR**

Please see reverse side for explanation of certain charges.

\$ 1,939 locks note
7-13-10
re-credit
to acct
per Jill
335
per

THANK YOU FOR YOUR BUSINESS!

▼ ▼ Please fold on perforation below, detach and return with your payment. ▼ ▼

Account Number	Invoice Number	Due Date	Amount Due
0570012337	0570-268093A	07/06/10	\$0.00

TOTAL AMOUNT ENCLOSED **\$**

Please do not send correspondence with payment.
Send correspondence to mailing address shown above.

Account or user address change?
If yes, please check box and complete reverse side.

AMERIGAS
1509 N HWY 135
GUNNISON CO 81230-9244

AB 01 028055 32756 B 122 A

SANDRA COSENTINO
308 N. 9TH ST #1
GUNNISON CO 81230-3352

AMERIGAS - GUNNISON
PO BOX 371473
PITTSBURGH PA 15250-7473



0570012337000000026809300000000000000008



GUNNISON COUNTY ELECTRIC ASSOCIATION, INC.
 PO Box 180
 Gunnison CO 81230-0180

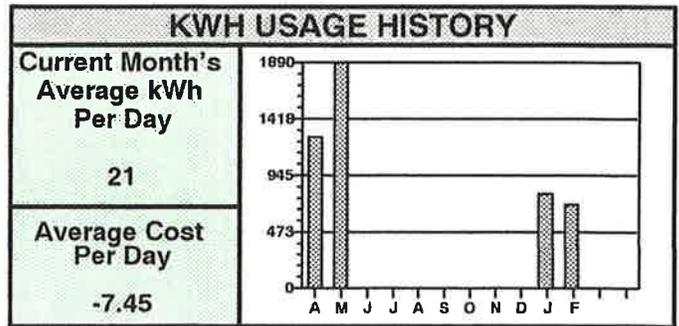
e-mail: gcea@gcea.coop
 Web Site: www.gcea.coop

Gunnison Headquarters:
 37250 W. Hwy. 50
 Gunnison, CO 81230
 Customer Service:
 (970) 641-3520
 Fax: (970) 641-5302
 Toll Free: 1-800-726-3523
 Call (970) 641-3520 for 24 hour emergency service.

Crested Butte Office:
 116 6th St.
 Suite 202
 Crested Butte, CO 81224
 Customer Service:
 (970) 349-5385
 Fax: (970) 349-2708

SANDRA COSENTINO
 308 N 9TH ST APT 1
 GUNNISON CO 81230-3352

1 53



Account No.	Service Location	Map Location	Service From	Service To	Days	
215212	3641 CR 730	4334145	01/07/2010	02/08/2010	32	
Meter Number	Pres Read	Prev Read	Mult	KWH Used	Prev Yr KWH	Rate Schedule/Reference
4738	64470	63770	1.0	700		NET METERING RESIDENTIAL / REGULAR BILL
Activity Since Last Bill		\$ Amount	Current Banked KWH		0	
Previous Balance		334.50 CR	Current Bill Information			\$ Amount
Payment		0.00	BALANCE FORWARD	334.50 CR		
Other Adjustments		0.00	ENERGY	78.95		
Balance Prior to this Billing		334.50 CR	SERVICE AVAILABILITY	16.00		
			COUNTY TAX	0.95		
<p>GCEA's OPERATION ROUND UP is a community program that provides scholarships for local students. GCEA members can contribute to the scholarship fund by requesting that we round up their bill to the next highest dollar. For less than \$6.00 a year, you can make a significant difference in a young person's life. Please call us at 970-641-3520 or 1-800-726-3523 to enroll.</p> <p>GCEA's Winter Office Hours: Monday - Friday 8:00 a.m. - 4:30 p.m.</p>						
<p>** CREDIT BILL - DO NOT PAY **</p>						
Billing Date		02/17/2010	REGULAR BILL			
Due Date		03/11/2010	Net Due		238.60 CR	

Retain this copy for your records

PLEASE INDICATE CHANGE OF ADDRESS/ PHONE NUMBER HERE.

MAILING ADDRESS		
CITY	STATE	ZIP
LOCATION PHONE NUMBER ()	OTHER PHONE NUMBER ()	
MEMBER'S SIGNATURE (REQUIRED TO CHANGE ADDRESS)		

SANDRA COSENTINO
 308 N. 9TH ST. #1
 GUNNISON CO 81230-0000

Return This Portion With Your Payment

DELINQUENT DATE	ACCOUNT NO.
03/11/2010	215212
AMOUNT DUE	AMOUNT PAID
CREDIT BILL	

GUNNISON COUNTY ELECTRIC ASSOCIATION, INC. 02
 PO BOX 180
 GUNNISON CO 81230-0180





GUNNISON COUNTY ELECTRIC ASSOCIATION, INC.
 PO Box 180
 Gunnison CO 81230-0180

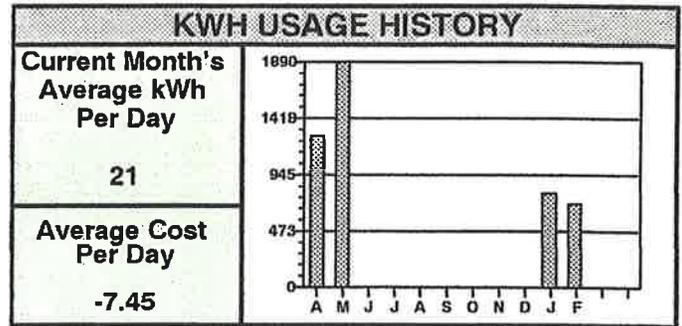
e-mail: gcea@gcea.coop
 Web Site: www.gcea.coop

Gunnison Headquarters:
 37250 W. Hwy. 50
 Gunnison, CO 81230
 Customer Service:
 (970) 641-3520
 Fax: (970) 641-5302
 Toll Free: 1-800-726-3523
 Call (970) 641-3520 for 24 hour emergency service.

Crested Butte Office:
 116 6th St.
 Suite 202
 Crested Butte, CO 81224
 Customer Service:
 (970) 349-5385
 Fax: (970) 349-2708

SANDRA COSENTINO
 308 N 9TH ST APT 1
 GUNNISON CO 81230-3352

1 53



Account No.	Service Location	Map Location	Service From	Service To	Days	
215212	3641 CR 730	4334145	01/07/2010	02/08/2010	32	
Meter Number	Pres Read	Prev Read	Mult	KWH Used	Prev Yr KWH	Rate Schedule/Reference
4738	64470	63770	1.0	700		NET METERING RESIDENTIAL / REGULAR BILL
Activity Since Last Bill		\$ Amount	Current Banked KWH		0	
Previous Balance		334.50 CR	Current Bill Information			\$ Amount
Payment		0.00	BALANCE FORWARD			334.50 CR
Other Adjustments		0.00	ENERGY			78.95
Balance Prior to this Billing		334.50 CR	SERVICE AVAILABILITY			16.00
			COUNTY TAX			0.95
<p>GCEA's OPERATION ROUND UP is a community program that provides scholarships for local students. GCEA members can contribute to the scholarship fund by requesting that we round up their bill to the next highest dollar. For less than \$6.00 a year, you can make a significant difference in a young person's life. Please call us at 970-641-3520 or 1-800-726-3523 to enroll.</p> <p>GCEA's Winter Office Hours: Monday - Friday 8:00 a.m. - 4:30 p.m.</p>						
<p>** CREDIT BILL - DO NOT PAY **</p>						
Billing Date		02/17/2010	REGULAR BILL			
Due Date		03/11/2010	Net Due		238.60 CR	

Retain this copy for your records

PLEASE INDICATE CHANGE OF ADDRESS/ PHONE NUMBER HERE.

MAILING ADDRESS		
CITY	STATE	ZIP
LOCATION PHONE NUMBER ()	OTHER PHONE NUMBER ()	
MEMBER'S SIGNATURE (REQUIRED TO CHANGE ADDRESS)		

SANDRA COSENTINO
 308 N. 9TH ST. #1
 GUNNISON CO 81230-0000

Return This Portion With Your Payment

DELINQUENT DATE	ACCOUNT NO.
03/11/2010	215212
AMOUNT DUE	AMOUNT PAID
CREDIT BILL	

GUNNISON COUNTY ELECTRIC ASSOCIATION, INC.
 PO BOX 180
 GUNNISON CO 81230-0180

02





GUNNISON COUNTY ELECTRIC ASSOCIATION, INC.
 PO Box 180
 Gunnison CO 81230-0180

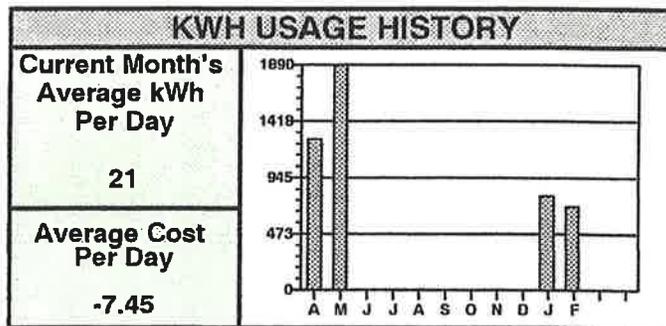
e-mail: gcea@gcea.coop
 Web Site: www.gcea.coop

Gunnison Headquarters:
 37250 W. Hwy. 50
 Gunnison, CO 81230
 Customer Service:
 (970) 641-3520
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SANDRA COSENTINO
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 GUNNISON CO 81230-3352

1 53



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Billing Date		02/17/2010	REGULAR BILL			
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Retain this copy for your records

PLEASE INDICATE CHANGE OF ADDRESS/ PHONE NUMBER HERE.

MAILING ADDRESS		
CITY	STATE	ZIP
LOCATION PHONE NUMBER	OTHER PHONE NUMBER	
()	()	
MEMBER'S SIGNATURE (REQUIRED TO CHANGE ADDRESS)		

SANDRA COSENTINO
 308 N. 9TH ST. #1
 GUNNISON CO 81230-0000

Return This Portion With Your Payment

DELINQUENT DATE	ACCOUNT NO.
03/11/2010	215212
AMOUNT DUE	AMOUNT PAID
CREDIT BILL	

GUNNISON COUNTY ELECTRIC ASSOCIATION, INC.
 PO BOX 180
 GUNNISON CO 81230-0180



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Appeal for 2023 Senior Property Tax Exemption; CBO

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Included here are the Assessor Office's submittal and petitioner's initial appeal to the County Board of Equalization - for a hearing regarding the 2023 Senior Property Tax Exemption application by Joseph Scott Wagner (CBOE SR01).

Fiscal Impact:

Submitted by: M Bollig for V Hildreth

Submitter's Email Address: vhildreth@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient for CBOE review. ASFR 8.18.23

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 8/18/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 8/18/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 8/22/2023

Melanie Bollig

CBOE # SRDI

EXHIBIT A
Page of L

From: Vicki Hildreth
Sent: Tuesday, August 15, 2023 10:56 AM
To: Alex San Filippo-Rosser; Melanie Bollig
Subject: FW: Wagner. Att. Vicky

Follow Up Flag: Follow up
Flag Status: Flagged

Received
County Administration

8-15-2023

Please see the email below from Joseph Scott Wagner.

From: Scott Wagner
Sent: Tuesday, August 15, 2023 8:34 AM
To: Assessor Mailbox <assessor@gunnisoncounty.org>
Subject: Fwd: Wagner. Att. Vicky

----- Forwarded message -----

From: **Scott Wagner**
Date: Tue, Aug 15, 2023 at 8:31 AM
Subject: Wagner. Att. Vicky
To: <assessor@gunnisoncounty.cog>

Good morning Vicky,
this is a formal request for an appeal of my recent senior property tax exemption denial. Account R007384. My reasons for appeal are probably more complicated than this email will allow however, the reason that I was not a "resident" of Gunnison County in 2013 and 14 and 2019 is because I was illegally prohibited from accessing my property in Gunnison county by an illegal act from your former county attorney and the board of county commissioners. I had to sue the board of county commissioners in federal court to resolve this issue. As of today, my federal lawsuit should be disposed ofas long as the board of county commissioners approve my driveway permit, I will not have to re-file that federal lawsuit, and this 15 year nightmare will finally be over.

Sincerely,
Joseph Scott Wagner.

To: Gunnison County Board of Equalization
From: Vicki Hildreth, Gunnison County Deputy Assessor - Administration
Date: August 17, 2023
Re: Wagner – 2023 Senior Property Tax Exemption application, CBOE #SR01

- For reference, attached please find a blank 2023 Senior Property Tax Exemption Long Form application and instructions. A blank copy of the Colorado Voter Registration Form is also attached for reference.
- On July 3rd, 2023, the Assessor's Office received an application for Senior Property Tax Exemption from Joseph S. Wagner for the property owned by Leigh Marie LLC with a property address of 7777 County Road 887, Gunnison.
- On July 17th, 2023, the Assessor's Office sent a letter to Joseph S. Wagner denying the application for the 7777 County Road 887 address as the 10 consecutive year primary residence criteria was not met. In part, the following information was included in this letter.
 - As part of the Assessor's Office confirmation process, we review voter registration records to verify residency. According to these records, you were register to vote in Adams County within the past 10 years.
 - In order to qualify for the Senior Property Tax Exemption, you must have owned and occupied the home listed on your application as your primary residence for 10 consecutive years as of January 1st in the year you apply.
- On August 7th, 2023, the Assessor's Office sent another letter to Joseph S. Wagner as a follow-up to additional questions Mr. Wagner asked regarding the denial letter he was sent on July 17th, 2023. Much of the information from the original letter was reiterated in this letter along with the following information added.
 - According to voter records, you were registered to vote as follows:
 - From October 2012 – November 2014, registered to vote in Adams County
 - From November 2014 – April 2019, registered to vote in Gunnison County
 - From April 2019 – June 2020, registered to vote in Adams County
 - From June 2020 – current, registered to vote in Gunnison County
- As an additional confirmation step, the Assessor's Office contacted the Colorado Division of Property Taxation (DPT) who reviews the senior property tax exemption information when it is submitted to the DPT from all Colorado counties in September each year.
 - The DPT confirmed that,
 - A person can have only one primary residence at a time.
 - If an applicant is registered to vote, the address used for voter registration is considered the primary residence.

LONG FORM: PROPERTY TAX EXEMPTION FOR SENIORS

CONFIDENTIAL

Gunnison County Assessor's Office
221 N. Wisconsin St. Gunnison, CO 81230
970-641-1085
Email: assessor@gunnisoncounty.org

15-DPT-AR
SE-001-07/14

1. Identification of Applicant and Property

Applicant's First Name, Middle Initial and Last Name		Social Security No.	Date of Birth
Property Address (number & street name)		Schedule or Parcel Number	
City or Town	State CO	Zip Code	Telephone Number
Mailing Address (if different than property address)			Check Box if Ownership is Held in a Life Estate. <input type="checkbox"/>

2. Age and Occupancy Requirements (One of the following statements must be true.)

2A. As of January 1 of this year, I am 65 years old, I occupy the property listed above as my primary residence, and I have occupied it as my primary residence for at least 10 consecutive years prior to January 1 of this year. True

2B. I am the surviving spouse of an individual who previously qualified for the exemption. Each of the following statements is true:

- a) My spouse passed away after December 31, 2001; and
- b) My spouse was at least 65 years old on January 1 of the year he or she passed away; and
- c) My spouse occupied the property as his or her primary residence for at least 10 consecutive years prior to January 1 of the year in which he or she passed away; and
- d) I occupied the property with my spouse as our primary residence; and
- e) I currently occupy the property as my primary residence; and
- f) I have not remarried.

If each of statements a) through f) is true, check here: True

Date of birth of spouse who previously qualified
--

2C. If not for the fact that either I or my spouse was confined to a health care facility, or our prior residence was condemned in an eminent domain proceeding, or our prior residence was destroyed or otherwise rendered uninhabitable by a natural disaster, one of the statements above would be true.
If any of these circumstances apply, you must check box 2A or 2B here, and complete section 5, 6 or 7 (as applicable) on the back of this form. Statement 2A would be true Statement 2B would be true

3. Ownership Requirement (One of the following statements must be true.)

3A. The owner of record for the property described above is either a) me, b) my spouse, or c) both of us. The property has been owned by one or both of us for at least 10 consecutive years prior to January 1 of this year. During periods when the property was owned by my spouse and not by me, my spouse and I were married and my spouse occupied the property as his or her primary residence. True

3B. Statement 3A would be true if not for the fact that ownership has been transferred to a trust, corporate partnership or other legal entity solely for estate planning purposes, or my/our prior residence was condemned in an eminent domain proceeding, or was destroyed or otherwise rendered uninhabitable by a natural disaster. (If 3B is true, complete section 6, 7, 8 or 9 on the back of this form.) True

4. List each additional person who occupies the property as his or her primary residence.

4A. Person who also occupies property as primary residence	Spouse <input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security Number
4B. Person who also occupies property as primary residence		Social Security Number
4B. Person who also occupies property as primary residence		Social Security Number

5. Complete this section if applicant or spouse was/is confined to a nursing home, hospital, or assisted living facility.

5A. Name of Confined Individual	5B. Location	5C. Dates Confined
---------------------------------	--------------	--------------------

5D. During confinement, the property was occupied by either a) the spouse of the person confined, b) a financial dependent, or c) the property remained unoccupied. True

6. Complete this section if prior residence was condemned in an eminent domain proceeding:

6A. Street address of condemned property	6B. Dates of ownership of condemned property from: to:
--	---

6C. Dates property was occupied as primary residence from: to:	6D. Approximate date of condemnation
---	--------------------------------------

6E. Since the condemnation of my prior residence, I have not owned and occupied any property as my primary residence other than the property for which I am applying for exemption. True

6F. If condemnation of the prior residence had not occurred, the condemned property would still be my primary residence. True

7. Complete this section if prior residence was destroyed or otherwise rendered uninhabitable by a natural disaster.

7A. Street address of destroyed property	7B. Dates of ownership of destroyed property from: to:
--	---

7C. Dates property was occupied as primary residence from: to:	7D. Date property was destroyed by natural disaster
---	---

7E. If the destruction of the prior residence had not occurred, the destroyed property would still be my primary residence. True

8. Complete this section if property is owned by a trust or an individual as trustee:

8A. Name of Trust	8B. Maker(s) of Trust
-------------------	-----------------------

8C. Trustee(s)	8D. Beneficiary
----------------	-----------------

8D. Beneficiary	8D. Beneficiary (attach additional sheets if necessary)
-----------------	---

8E. The property was transferred to the above-named trust solely for estate planning purposes. Had the property not been transferred, I and/or my spouse would be the owner(s) of record. True

9. Complete this section if property is owned by a corporate partnership or other legal entity.

9A. Name of Corporate Partnership or Legal Entity	9B. Name of Principal
---	-----------------------

9B. Name of Principal	9B. Name of Principal (attach additional sheets if necessary)
-----------------------	---

9C. The property was transferred to the above-named partnership or entity solely for estate planning purposes. Had the property not been transferred, I and/or my spouse would be the owner(s) of record. True

10. Affidavit and Signature

I declare, under penalty of perjury in the second degree (§ 18-8-503, C.R.S.), that the information provided on this form and on any attachments is correct.

Signature: _____ Date: _____

Signer is: Applicant Spouse Guardian* Conservator* Attorney-in-fact*

* Authorization in the form of a court order or power of attorney is required and must be attached to this application.

Other Contact (relative, representative, etc.): _____ Telephone Number: _____

You must inform the County Assessor of a change in property ownership or occupancy within 60 days of such change.

Mail, FAX, or deliver this form to your County Assessor by July 15. We recommend you obtain a receipt when delivering in person, or mailing by certified mail. You may also call the Assessor to verify the application was received.

SENIOR PROPERTY TAX HOMESTEAD EXEMPTION

A property tax exemption is available to qualifying senior citizens and the surviving spouses of seniors who previously qualified. The three basic requirements are: 1) the qualifying senior must be at least 65 years old on January 1 of the year of application; 2) he or she must be the owner of record and must have been the owner of record for at least ten consecutive years prior to January 1, and 3) the senior must occupy the property as his or her primary residence, and must have occupied it for at least ten consecutive years prior to January 1.

For those who qualify, 50 percent of the first \$200,000 of actual value of the applicant's primary residence is exempt. The state will reimburse the county treasurer for the lost revenue.

An applicant or married couple can only apply for exemption on **only one property**, and that property must be his or her primary residence. Married couples and individuals who apply for exemption on multiple properties will be denied the exemption on each property.

For the purpose of the exemption, "**primary residence**" is the place at which a person's habitation is fixed. A person can have only one primary residence at a time. If the applicant is registered to vote, the address used for voter registration is considered the primary residence. If the applicant is not registered to vote, the address listed on automobile registrations, income tax returns, or other legal documents may be considered evidence of the place of primary residency.

The property must be classified as residential by the county assessor. For multiple dwelling unit properties, exemption will only be granted to the unit occupied by the applicant as his or her primary residence.

The attached Long Form is one of two applications created for the exemption. The Long Form is used by individuals applying under the **surviving spouse** option and those who fall within certain **exceptions** to the occupancy and ownership requirements.

These exceptions are: 1) ownership was transferred to or purchased by a trust, corporate partnership or other entity solely for estate planning purposes, 2) the qualifying senior, spouse, or surviving spouse was or is confined to a nursing home, hospital or assisted living facility; 3) the prior residence was condemned in an eminent domain

proceeding by a governmental entity; or 4) the prior residence was destroyed or otherwise rendered uninhabitable by a natural disaster. If applying as a surviving spouse, or if any of the above exceptions is true, you must use the Long Form. The completed form must be submitted to the county assessor's office no later than **July 15**. If not filed by July 15, the assessor must accept late applications through August 15. However, applicants who file after July 15 will not have appeal rights. **You only need to apply for the exemption once and it remains in effect for subsequent years, as long as the property ownership and occupancy do not change.** Your county assessor has a brochure with additional information.

IN ORDER TO PROCESS THE APPLICATION, THE COUNTY ASSESSOR MAY REQUEST ADDITIONAL INFORMATION.

Disabled Veteran Exemption

In 2006, voters amended Colorado's Constitution to extend the senior exemption to disabled veterans. In 2014, Colorado's legislature expanded this exemption to the surviving spouse of a disabled veteran who previously received the exemption. Qualifying veterans are those who have a 100 percent permanent disability rating from the federal Department of Veterans Affairs through disability retirement benefits, from a service-connected disability, who have owned and occupied the property as their primary residence since January 1.

Disabled veterans exemption applications are available from the Colorado Department of Military and Veterans Affairs, Division of Veteran's Affairs, 155 Van Gordon St, Suite 201, Lakewood, CO 80222. Call 303-914-5832 or visit their website at <https://vets.colorado.gov> for more information. Both the veteran and the surviving spouse forms are available from the Division of Property Taxation at <https://cdola.colorado.gov/property-taxation-forms> by clicking the "Forms" link. The filing deadline is **July 1**. The Division of Property Taxation can be reached at 303-864-7777.

An individual or married couple is only entitled to one exemption, either senior citizen or disabled veteran, and only on one property. If an individual or married couple applies for exemptions on more than one property, the exemptions will be denied on each property.

LONG FORM INSTRUCTIONS

Note: For questions 1 and 4, Colorado law requires the name and **social security number** of each individual who occupies the property as a primary residence to be listed on the application. This information is used to ensure that no applicant is granted exemption on multiple properties. Statute requires the information be kept confidential. See §§ 39-3-205(2)(a)(I) and (III), and 8-2-128(2) C.R.S.

1. IDENTIFICATION OF APPLICANT AND PROPERTY: Identify the qualifying senior or surviving spouse and property. It is permissible for ownership to be held in a life estate. If ownership is held in a life estate, check the life estate box.

2. AGE AND OCCUPANCY REQUIREMENTS: Either 2A, 2B, or one of the two statements in 2C must be true to qualify.

2A – For Qualifying Seniors:

- ▶ If the statement is true, check the box marked "True," and proceed to section 3.
- ▶ If the statement is not true, you may qualify under one of the two exceptions in 2C, the occupancy exceptions.

2B – For a Surviving Spouse of Senior who Previously Qualified:

- ▶ If all these statements are true, check the "True" box, enter the birth date, and proceed to section 3.
- ▶ If statements a), b) or f) are not true, you do not qualify as a surviving spouse.
- ▶ If statement c), d), or e) is not true, you may qualify if you fall within one of the three exceptions in 2C.

2C – Exceptions to Occupancy Requirements: Colorado statutes, §§ 39-3-202(2)(b) and 203(6)(a), C.R.S., provide three exceptions to the 10-year occupancy requirement.

- ▶ The qualifying senior or surviving spouse is/was confined to a hospital, nursing home, or assisted living facility.
- ▶ The prior home was condemned in an eminent domain proceeding by a governmental entity, or the home was sold to the governmental entity due to a threat of an eminent domain proceeding.
- ▶ The prior home was destroyed by a natural disaster.

If either statement 2A or 2B would be true if one of the above situations had not occurred, check the appropriate box in 2C and proceed to section 3. You must also provide the information requested in sections 5, 6 or 7 as appropriate.

3. **OWNERSHIP REQUIREMENTS:** Either 3A or 3B must be a true statement to qualify.

3A – Title to the Property Held in Qualifying Senior’s Name, or Spouse’s Name, or Both:

- ▶ Applicant or applicant’s spouse must be the record owner.
- ▶ For any period in which the spouse is or was the record owner and the applicant was not, the spouse and applicant must have been married and both must have occupied the property as his or her primary residence.
- ▶ Title can be held individually, as joint tenants, or as tenants in common.
- ▶ A life estate is acceptable.
- ▶ If the statement in 3A is true, check the box marked “True” and proceed to section 4

NOTE:

- ▶ Individuals who are married but own more than one residential property are considered to occupy the same primary residence and may claim only one exemption.
- ▶ The exemption is allowed even if a person who does not satisfy the requirements is also an owner of record.

3B – Title to Property Held in a Trust, Corporate Partnership or Other Legal Entity:

Colorado law provides an exception to the ownership requirement for those who transfer ownership of their primary residence to a trust, corporate partnership or other legal entity solely for estate planning purposes. Colorado law also provides an exception for applicants who would have qualified but for the fact that the applicant’s previous residence was condemned by a government entity in an eminent domain proceeding, or was destroyed or rendered uninhabitable by a natural disaster.

- ▶ If ownership has been transferred to a trust, corporate partnership, or other legal entity, check the box marked “True,” and proceed to section 4. You must also provide the information requested in section 8 or 9 as applicable.
- ▶ If the previous residence was condemned by a government entity in an eminent domain proceeding, or was destroyed or otherwise rendered uninhabitable by a natural disaster, check the box marked “True,” and proceed to section 4. You must also provide the information requested in section 6 or 7 as applicable.

4. **NAME AND SOCIAL SECURITY NUMBER OF EACH ADDITIONAL OCCUPANT:** These are required items.

4A – The Spouse’s Name:

- ▶ If your spouse occupies the property with you, provide his or her name and social security number and check the box marked “Yes.”
- ▶ If you do not have a spouse living with you, list the name and social security number of another occupant, if any, and check the box marked “No.”

4B – Other Individuals:

- ▶ List all other individuals including children who occupy the property as their primary residence.
- ▶ If more than three others occupy the property, attach a sheet listing their names and social security numbers.
- ▶ Proceed to section 10 unless question(s) 5-9 apply.

5. **CONFINEMENT TO A HEALTH CARE FACILITY:**

Information required from section 2C.

5A - Provide the name of the person confined

5B - Provide the location of confinement.

5C - Provide the time-frame of confinement

5D - To qualify for the exemption, the statement must be true.

6. **PROPERTY CONDEMNED BY EMINENT DOMAIN:**

Information required from section 2C and 3B.

6A - Provide the street address of the condemned property.

6B - Provide the dates of ownership of the condemned property.

6C - Provide the dates the condemned property was occupied as the primary residence.

6D - Provide the date the property was condemned.

6E - You do not qualify for the exemption if you owned and occupied another property between the date of condemnation and the date you owned and occupied your current residence.

6F - To qualify for the exemption, this statement must be true

(You must attach documentation of the transfer including the sales contract, condemnation order and correspondence from the governmental entity.)

7. **PROPERTY DESTROYED OR OTHERWISE RENDERED UNINHABITABLE BY NATURAL DISASTER:** Information required from section 2C and 3B.

7A - Provide the street address of the destroyed property.

7B - Provide the dates of ownership of the destroyed property.

7C - Provide the dates the destroyed property was occupied as the primary residence.

7D - Provide the date the property was destroyed.

7E - To qualify for the exemption, the statement must be true.

Note: You may attach additional sheets or documentation as needed.

8. **PROPERTY OWNED BY A TRUST:** Information required from section 3B

8A - Provide the name of the trust.

8B - Provide the name of the maker or makers of the trust. The maker(s) is the person who established the trust. **To qualify, the maker must be the qualifying senior and/or spouse.**

8C - Provide the name of the trustee.

8D - Provide the name of each beneficiary of the trust.

8E - To qualify for the exemption, the statement must be true.

Note: You may attach additional sheets or documentation as needed.

9. **PROPERTY OWNED BY A CORPORATE PARTNERSHIP OR OTHER LEGAL ENTITY:** Information required from section 3B.

9A - Provide the name of the corporate partnership or legal entity.

9B - Provide the name of each principal of the corporate partnership or legal entity. **To qualify, the qualifying senior or spouse must be a principal of the corporate partnership or entity.**

9C - To qualify for the exemption, this statement must be true.

Note: You may attach additional sheets or documentation as needed.

10. **AFFIDAVIT AND SIGNATURE:** You must sign and date the form. If the form is signed on behalf of the applicant by a guardian, conservator, or attorney-in-fact, that person must provide documentation of in the form of a court order or power of attorney. If there is a contact person other than the applicant, please provide the name and telephone number of that person.

Submit your application no later than July 15 to the County Assessor at the address listed below. If you have any questions, please contact the County Assessor.

Assessor Name
Address
Telephone Number
e-mail address

Colorado Voter Registration Form Fill out all fields marked with an asterisk (*)

1 Eligibility * Are you a citizen of the United States? Yes No **If you answered "No", do not complete this form.**

2 Name _____
 * Last Name * First Name Middle Name Suffix

3 Identification Provide your birth date and your identification information

Remember to write your birth date below

 *MM *DD *YYYY

I have a valid CO Driver's License or ID card
Write that number here: _____ - _____ - _____

I do not have a CO Driver's License or ID card
Write the last four digits of your SSN here: X X X - X X - _____

I do not have a Colorado Driver's License, ID card, or a Social Security Number

4 The address where you live

* Address (no P.O. Boxes) _____ Unit Number _____ * City or Town _____
 CO
 State * Zip Code _____ Colorado County _____
 I am homeless. This is a location I regularly return to. I have also provided a mailing address in Section 5

5 The address where you receive mail

Same as above _____
 Address _____
 City or Town _____ State _____ Zip Code _____

6 The address to mail your ballot
 The County will mail your ballot here until you say otherwise

Same as above _____
 Address _____
 City or Town _____ State _____ Zip Code _____

7a or 7b Political affiliation Choose only 7a or 7b

I would like to be a member of the following political party
 American Constitution Approval Voting Center Democratic Green Libertarian No Labels Republican Unity

I would like to be unaffiliated

8 Updating a current record? If so, you must provide the applicable changes here.

I am not updating a current record I am no longer overseas I am no longer absent from Colorado due to military service

Previous home address _____ Previous legal name _____
 Previous mailing address _____ Previous party affiliation _____

9 Declaration 

Warning: It is a Class 1 misdemeanor to swear or affirm falsely as to your qualifications to register to vote.
Self-Affirmation: I affirm that I am a citizen of the United States, I have been a resident of Colorado for at least twenty-two days immediately before an election I intend to vote in; I am at least sixteen years old; and I understand that I must be at least eighteen to be eligible to vote in any election. I further affirm that the residence address I provided is my sole legal place of residence. I certify under penalty of perjury that the information I have provided on this application is true to the best of my knowledge and belief; and that I have not, nor will I, cast more than one ballot in any election.

 * Signature or mark * Date Witness Signature _____ Date _____

If you are unable to sign, you must make a mark and have the mark witnessed by another person.

10 Optional information

Phone number with area code _____

I want to receive election information by email (You will not receive a ballot by email) _____
 Email address _____

I would like to be an election judge

Gender Identity (select one): Female Male X Not Disclosed

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of the 05 day of May, 2023.

1. **Facts and Purposes.** The following facts and purposes apply to this Settlement Agreement:

1.1 The parties to this Settlement Agreement are:

The Board of County Commissioners for the County of Gunnison, Colorado
200 East Virginia Avenue
Gunnison, CO 81230
("Gunnison County")

Leigh Marie LLC, a Colorado limited liability company
P.O. Box 25
Morrison, CO 80465
("Leigh Marie")

Scott Wagner
P.O. Box 25
Morrison, CO 80465
("Wagner")

Waunita Hot Springs Ranch, Inc., a Colorado corporation
8807 County Road 887
Gunnison, CO 81230
("Waunita")

and

Ryan Pringle
8807 County Road 887
Gunnison, CO 81230
("Pringle")

Gunnison County, Leigh Marie, Wagner, Waunita, and Pringle are collectively referred to as the "Parties" and individually as a Party.

1.2 Gunnison County is a Colorado county, a political subdivision of the State of Colorado, with certain constitutional and statutory authorities under Colorado law.

1.3 Leigh Marie owns a 180 +/- acre tract of land legally described as the S $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and the N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 49 North, Range 4 East of the N.M.P.M., in Gunnison County (the "Leigh Marie Parcel").

1.4 Waunita owns a 213 +/- acre tract of land located in the E½SE¼ of Section 10, W½SW¼ of Section 11, N½N½ of Section 15, and NW¼NW¼ of Section 14, Township 49 North, Range 4 East of the N.M.P.M., in Gunnison County, Colorado (the "Waunita Parcel").

1.5 On June 22, 2009, in Civil Action No. 2009CV113, Gunnison County filed a Complaint against Mile 200 LLC, Leigh Marie's predecessor- in-interest, alleging violations of Gunnison County's Land Use Resolution (the "LUR"), the Gunnison County Road and Bridge Standards ("Standards"), and the County's building codes.

1.6 On November 8, 2011, Waunita intervened in that action.

1.7 Civil Action No. 2009CV113 was resolved with two stipulations - a May 8, 2013, Stipulation between Defendants and Waunita, and a December 11, 2014, Stipulation for Dismissal Without Prejudice among all Parties (collectively, the "Stipulations"). The Stipulations were approved by and made orders of the Court.

1.8 On August 1, 2017, Leigh Marie commenced the reconstruction of an Access Road (also referred to as the Eastern Easement) without getting a road access permit or a reclamation permit from Gunnison County. On September 26, 2017, Gunnison County issued a Notification to Correct Violation Pursuant to LUR Section 16-104 and Stop Order ("Stop Order") which, among other things, prohibited Leigh Marie from either using or engaging in any further work on the Access Road, or obtaining any permits under either the LUR or the Standards, until Leigh Marie remediated and obtained permits for its unpermitted activities.

1.9 Because Leigh Marie's August 2017 actions also violated the Stipulations, Waunita and Gunnison County filed a contempt motion against Leigh Marie and its principal, Scott Wagner, in the Gunnison District Court.

1.10 In its February 15, 2018 Order on Motion for Contempt Citation ("Contempt Order"), the Court found that Leigh Marie had violated both Stipulations. The Court ordered that Leigh Marie cease using the Access Road until it purged its contempt, and that Leigh Marie could purge its contempt by acquiring the requisite permits from Gunnison County.

1.11 Further litigation among the Parties ensued in Civil Action Nos. 2019CV30028 and 2021CV30005. On October 14, 2021, the Court entered an order consolidating Case Nos. 2019CV30028 and 2021CV30005 into Case Nos. 2009CV113 (the "Consolidated Litigation").

1.12 The Parties have agreed to resolve their respective claims in the Consolidated Litigation as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

2. Extinguishment of the Existing Easement and Grant of New Easement.

Waunita and Leigh Marie agree to resolve their differences regarding the Eastern Easement, as that term is defined in the May 13, 2013, Stipulation, by Leigh Marie releasing and quitclaiming its interest in the Eastern Easement to Waunita, and Waunita conveying a new easement to Leigh Marie for access to the Leigh Marie Parcel as follows:

2.1 As soon as practicable after execution of this Settlement Agreement, Waunita and Leigh Marie will execute and deliver the following instruments.

2.1.1 An Easement Agreement in the form attached as Exhibit A;

2.1.2 A Quitclaim of Easement in the form attached as Exhibit B;

2.1.3 An Amended Stipulation in the form attached as Exhibit C; and

2.1.4 A Release of Notice of Lis Pendens in the form attached as Exhibit D.

2.2 As soon as practicable after execution of this Settlement Agreement, the Parties will file with the Court a Joint Motion for Order Approving Termination of Stipulations in the form attached as Exhibit E. The Parties shall submit the Joint Motion for Termination of Stipulations to the Court requesting the Court to adopt such stipulation as an order of the Court.

2.3 Upon the Court's approval of an Order Approving Termination of Stipulations, the parties shall record the originals of the Easement Agreement, Quitclaim of Easement, Release of Notice of Lis Pendens, and Amended Stipulation, and a certified copy the Order Approving Termination of Stipulations.

3. Permitting for New Easement and Release of Stop Order.

3.1 The parties acknowledge and agree that the construction of an access road as set forth in the Easement Agreement requires, at a minimum, an Access Permit under Section 7.4 of the Standards.

3.2 The parties acknowledge and agree that the Gunnison County Director of Public Works (the "Director") has determined that the construction of an access road as set forth in the Easement Agreement shall require a Development Improvement Agreement pursuant to the Standards and substantially in the form set forth in Appendix J of the Standards.

3.3 The parties acknowledge and agree that, pursuant to Section 2.3(H) of the Standards, the Director has the discretion to determine whether Leigh Marie's unpermitted attempt(s) to reconstruct an Access Road on the Eastern Easement has been properly abated and reclaimed in order to justify a revocation of the Stop Order.

3.4 The parties acknowledge and agree that, pursuant to Section 2.3(D) of the Standards, the Director has the discretion to determine whether the activities of Leigh Marie and the condition of the Eastern Easement has been sufficiently remedied.

3.5 The parties acknowledge that pursuant to Section 2.3(F) of the Standards, “[n]o permit application shall be processed or approved pursuant to these Standards and Specifications, and no Building permit or other permits shall be issued by Gunnison County, for persons or property that is the subject of an existing stop order or suspension order.”

3.6 In consideration of the terms of this Settlement Agreement, the Director hereby determines that the condition of the Eastern Easement has been sufficiently remedied such that Gunnison County may process Leigh Marie’s application for a permit for construction of an access road as set forth in the Easement Agreement attached hereto (“Access Permit”). Should Leigh Marie fail to acquire necessary permits as set forth in Paragraph 3.10 of this Agreement, the finding by the County set forth in this Paragraph 3.6 shall be null and void and shall not be binding on the County in any subsequent regulatory or judicial proceeding (and the Parties shall retain all rights).

3.7 For the avoidance of doubt, this Settlement Agreement shall not be construed to require Gunnison County to issue an Access Permit in derogation of the LUR or the Standards.

3.8 For the avoidance of doubt, in consideration of this Settlement Agreement, Gunnison County does not and will not require Leigh Marie to remediate the earth moving disturbance created by it with regard to the Eastern Easement or obtain any additional permits or perform any other undertakings relating to the Eastern Easement. Should Leigh Marie fail to acquire necessary permits as set forth in Paragraph 3.10 of this Agreement, the finding by the County set forth in this Paragraph 3.8 shall be null and void and shall not be binding on the County in any subsequent regulatory or judicial proceeding (and the Parties shall retain all rights).

3.9 Leigh Marie has established, to the satisfaction of the County, that for the purpose of whether Leigh Marie is required to obtain a Reclamation Permit pursuant to LUR Section 13-115 and pages 2-4 of the Stop Order, the area of disturbance of the Eastern Easement is less than 10,000 square feet such that no Reclamation Permit is necessary. Should Leigh Marie fail to acquire necessary permits as set forth in Paragraph 3.10 of this Agreement, the finding by the County set forth in this Paragraph 3.9 shall be null and void and shall not be binding on the County in any subsequent regulatory or judicial proceeding (and the Parties shall retain all rights).

3.10 Within ten days after Leigh Marie has acquired all the necessary permits for construction of an access road as set forth in the Easement Agreement, including but not necessarily limited to the Access Permit, Gunnison County, Waunita, and Leigh Marie shall file a Joint Motion for Order Purging Defendants’ Contempt and Dismissal of Action with Prejudice in the form attached as Exhibit F (“Joint Motion”). Upon the filing

of the Joint Motion, the Stop Order shall be deemed to be lifted by the County, and the findings of the County set forth in Paragraphs 3.6, 3.8 and 3.9 of this Agreement shall become established and final. If Leigh Marie does not acquire all necessary permits as required by this Paragraph 3.10, the Parties agree to confer in good faith, and if necessary and appropriate, amend this Settlement Agreement to address the Stop Order, the Stipulations, and the Contempt Order. However, in such circumstance, the Parties shall retain all rights.

4. **Release of Claims; Covenant Not to Sue.**

4.1 **Release.** Each Party for itself or himself, and their successors, assigns, members, shareholders, officers, directors, employees, managers, partners, agents, representatives, subrogees, and attorneys, hereby releases, forgives, and discharges the other Parties and their successors, assigns, members, shareholders, officers, directors, employees, managers, partners, agents, representatives, and attorneys, of and from any and all claims, liabilities, demands, actions, causes of action, suits, debts, obligations, promises, acts, agreements, costs, expenses, attorneys' fees, and damages whatsoever, in law or in equity, civil or administrative, that such Party may have against the other Parties, whether known or unknown, suspected or unsuspected, arising out of or relating to the claims that were or could have been asserted in the Consolidated Litigation, except for any and all claims that arise from enforcement of this Settlement Agreement, the agreements executed in connection with this Settlement Agreement, Gunnison County's enforcement of any law or regulation, including but not limited to the LUR and the Standards, or that may arise hereafter.

4.2 **Extent of Releases.** The Parties represent to each other that they been fully and fairly advised of the nature and extent of releases set forth in paragraph 4.1 above and declare that it is their intention is to fully, finally, and completely compromise, resolve, and settle all such claims, and that in the event of the discovery of new facts regarding such claims, the releases shall remain in full force and effect, notwithstanding any laws, statutory or common, to the contrary.

4.3 **Covenant Not to Sue.** The Parties agree and covenant not to institute, cause to be instituted, or cooperate in or facilitate the institution of any action against the other Parties in which liability is in any way to be predicated upon any of the claims released in this Settlement Agreement, and the Parties agree to indemnify and hold the other Parties harmless from and against all expenses, including reasonable legal fees and costs, incurred by them in defending against any claim which is released in this Settlement Agreement. This paragraph may be pled by any or all of the Parties as a defense to any such claim and in any such action, and may be pled by way of counterclaim, third-party complaint, or cross claim in any such claim or action. This covenant not to sue shall not apply to claims that arise from enforcement of this Settlement Agreement, the agreements executed in connection with this Settlement Agreement, Gunnison County's enforcement of any law or regulation, including but not limited to the LUR and the Standards, or that may arise hereafter.

5. Miscellaneous.

5.1 Post-Settlement Cooperation. Each Party shall at any time and from time to time after the execution of this Settlement Agreement, execute, acknowledge where required, and deliver such further instruments and documents and take such other action as may be reasonably requested by the other Party in order to carry out the purposes of this Settlement Agreement, provided that (i) no Party shall be obligated to commit to the expenditure of any monies or any restrictions on the use or enjoyment their property, and (ii) this provision does not apply to Gunnison County in the exercise of its regulatory powers.

5.2 Legal Remedies. The Parties shall have all remedies available at law or in equity for violations of this Settlement Agreement, including but not limited to special and compensatory damages. Nothing in this Settlement Agreement shall be construed to waive or limit all remedies available to Gunnison County pursuant to its applicable regulations.

5.3 Jurisdiction and Venue. Jurisdiction and venue of any action as to this Settlement Agreement and the interpretation, enforcement or the determination of the rights and duties of the Parties under this Settlement Agreement shall be in the District Court, Gunnison County, Colorado. Each Party submits to the personal jurisdiction of such court and waives any and all rights to object to the jurisdiction of such court as to any action pertaining to this Settlement Agreement.

5.4 Legal Fees. If any legal action is commenced or maintained in court or administrative tribunal by any Party as to the interpretation, enforcement, construction or the determination of the rights and duties of the Parties to this Settlement Agreement or any document provided herein, the prevailing party in any such action shall be awarded its reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.

5.5 Binding Effect. This Settlement Agreement shall extend to, inure to the benefit of, and be binding upon the Parties and their heirs, successors, and assigns.

5.6 Severability. If any term or provision of this Settlement Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Settlement Agreement shall not be affected thereby, and each remaining term and provision of this Settlement Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.7 Assignment of Rights. Each Party represents and warrants that it or he has not sold, assigned, conveyed, or otherwise transferred, prior to the final execution of this Settlement Agreement, any interest in the claims that are or could have been at issue in the Consolidated Litigation.

5.8 Warranty of Capacity to Execute Agreement. Each person executing this Settlement Agreement warrants that he/she is such person and that he/she is fully competent and legally empowered to execute and deliver this Settlement Agreement on behalf of the respective Parties. Further, each Party represents that it or he has full authority to release the other Parties from any and all claims released by this Settlement Agreement.

5.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No Party has relied on any representations or understandings that are not expressed in this Agreement. This Agreement may only be modified by a writing signed by the Parties; provided, however, that ancillary agreements hereto to which only Waunita and Leigh Marie are parties may be amended by those parties without approval of Gunnison County. The parties warrant and represent that, before executing this Settlement Agreement, they have been fully informed of its terms, contents, conditions, and effect, and no promise or representation of any kind has been made to them by any Party, or anyone acting on such Party's behalf, except as is expressly stated in this Settlement Agreement. The Parties have relied solely and competently upon their own judgment in making this Settlement Agreement; they do so freely and voluntarily, without reservation.

5.10 Notices. All notices required by this Settlement Agreement shall be in writing and shall be deemed delivered when sent in electronic form by email transmission to the email addresses set forth below:

If to Gunnison County - Matt Hoyt - Alex San Filippo-Rosser -	mhoyt@gunnisoncounty.org asanfilippo-rosser@gunnisoncounty.org
If to Leigh Marie or Wagner – Noah Krug - Jason D. Krueger -	noah@thekluglawfirm.com jkrueger@galvanize.law
If to Waunita or Pringle – Rufus Wilderson at	rwilderson@wildersonlaw.com

Any Party may change its email address by written notice delivered in accordance with this paragraph.

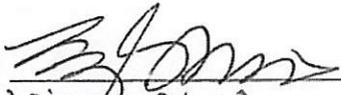
5.11 Counterparts. This Settlement Agreement may be executed in counterparts, all of which together shall constitute a single agreement. The Parties agree to accept signatures via electronic transmission with PDF attachment as original for all purposes.

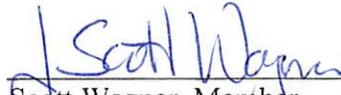
5.12 No Waiver. Failure to enforce any provision under this Agreement on one occasion shall not operate as a waiver of any such provision on any other occasion.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement as of the date set forth above.

THE BOARD OF COUNTY
COMMISSIONERS FOR THE COUNTY OF
GUNNISON, COLORADO

LEIGH MARIE, LLC,
a Colorado limited liability company

By: 
Vice-Chair

By: 
Scott Wagner, Member

WAUNITA HOT SPRINGS RANCH, INC.,
a Colorado corporation

SCOTT WAGNER

By: _____
Ryan Pringle, President

RYAN PRINGLE

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement as of the date set forth above.

THE BOARD OF COUNTY
COMMISSIONERS FOR THE COUNTY OF
GUNNISON, COLORADO

LEIGH MARIE, LLC,
a Colorado limited liability company

By: _____

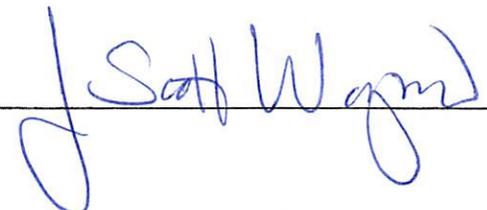
By: _____
Scott Wagner, Member

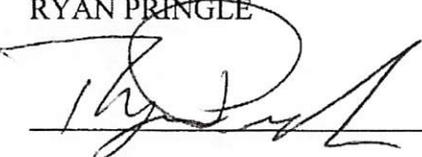
WAUNITA HOT SPRINGS RANCH, INC.,
a Colorado corporation

SCOTT WAGNER

By: 

Ryan Pringle, President



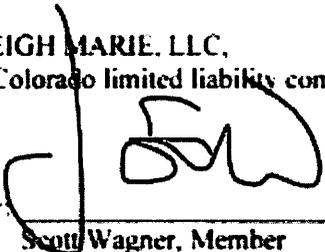
RYAN PRINGLE


IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement as of the date set forth above.

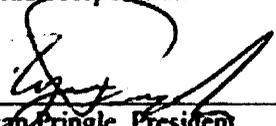
THE BOARD OF COUNTY
COMMISSIONERS FOR THE COUNTY OF
GUNNISON, COLORADO

By: _____

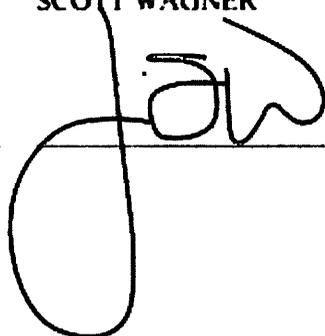
LEIGH MARIE, LLC,
a Colorado limited liability company

By:  _____
Scott Wagner, Member

WAUNITA HOT SPRINGS RANCH, INC.,
a Colorado corporation

By:  _____
Ryan Pringle, President

SCOTT WAGNER

 _____

RYAN PRINGLE

 _____

EASEMENT AGREEMENT
(Waunita/Leigh Marie)

This Easement Agreement is entered into as of the 25 day of May, 2023.

1. **Facts and Purposes.** The following facts and purposes apply to this Easement Agreement:

1.1 The parties to this Easement Agreement are:

Waunita Hot Springs Ranch, Inc., a Colorado corporation
8807 County Road 887
Gunnison, CO 81230
("Waunita")

and

Leigh Marie LLC, a Colorado limited liability company
P.O. Box 25
Morrison, CO 80465
("Leigh Marie")

1.2 Waunita owns a 213 +/- acre tract of land located in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 10, W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 11, N $\frac{1}{2}$ N $\frac{1}{2}$ of Section 15, and NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 49 North, Range 4 East of the N.M.P.M., in Gunnison County, Colorado, (the "Waunita Parcel").

1.3 Leigh Marie owns a 180 +/- acre tract of land legally described as S $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and the N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 49 North, Range 4 East of the N.M.P.M., in Gunnison County (the "Leigh Marie Parcel").

1.4 The Leigh Marie Property lies adjacent to the western boundary of the eastern portion of the Waunita Property, and adjacent to the northern boundary of the western portion of the Waunita Property.

1.5 In connection with the parties' efforts to resolve a consolidated lawsuit pending in the District Court, Gunnison County, Colorado, in Case Nos. 2009CV113, Waunita has agreed to convey to Leigh Marie and Leigh Marie has agreed to accept an easement for ingress and egress over the Waunita Parcel to provide access to the Leigh Marie Parcel upon the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Leigh Marie and Waunita agree as follows:

2. **Grant of Easement.** Waunita hereby grants to Leigh Marie, without warranty of title, a perpetual access and utility easement (the "Easement") over and across a 60-foot right-of-

way the centerline of which is set forth in Exhibit A to this Easement Agreement (the "Easement Area").

3. **Use of Easement.** The Easement may be used by Leigh Marie and its successors and assigns and its members, officers, agents, contractors, employees, and invitees (collectively, the "Easement Users") for ingress and egress and to provide utilities to the Leigh Marie Parcel subject to the following conditions:

3.1 Snow may be plowed from the road constructed as set forth below onto the Easement Area but not beyond.

3.2 Easement Users shall not park or store any vehicles, equipment, trailers, rock, materials, personal property, trash receptacles, or any items in the Easement Area.

3.3 Easement Users shall not operate any motor vehicle within the Easement Area in an unreasonably loud or offensive manner. For the purposes of this paragraph, "motor vehicle" means any vehicle designed for the transportation of person or property and propelled by an internal-combustion engine or other type of engine, and shall include without being limited to automobiles, trucks, motorcycles, minibikes, motor scooters, dirt bikes, dune buggies, trail bikes, all-terrain vehicles, go-carts or other vehicles not capable of being registered under law.

3.4 Leigh Marie may place signage at the entrance of the Easement identifying its property provided such sign complies with Gunnison County's sign code without the necessity of a variance and does not include the name "Waunita Hot Springs."

Leigh Marie shall be responsible for the conduct of the Easement Users.

4. **Nonexclusive Use.** Waunita may use the Easement Area for any purposes not inconsistent with the use and enjoyment of the rights granted to Leigh Marie herein.

5. **Construction of Road.** Leigh Marie may construct a road through the Easement Area subject to the following conditions:

5.1 The road shall be constructed substantially pursuant to engineering plans that were prepared by Van Horn Engineering and Surveying dated 2/20/23. Any changes to the plans or the Easement Area necessitated by governmental authority are subject to approval by Waunita, which approval will not be unreasonably withheld. Waunita specifically agrees to enlargement of the Easement Area needed for turnouts required by any governmental authority.

5.2 Leigh Marie shall be responsible for acquiring, complying with, and paying any and all costs and fees for all governmental permits required for the construction of the road. Waunita shall not oppose any application for a permit to build that is consistent with this Easement Agreement.

5.3 Leigh Marie shall be responsible for paying all fees and costs incurred in connection with the construction of the road and compliance with the conditions of this paragraph.

5.4 The center of the constructed road will be as close as practicably possible to the centerline of the Easement Area as set forth in Exhibit A.

5.5 Leigh Marie will remove the existing barbed wire fence that is partially within the Easement Area and replace it with a new fence along the eastern boundary of the SW¼SW¼ of Section 11. The new fence shall be 4 feet high, constructed of 4 strands of barbed wire, and meet the specifications set forth in the Natural Resource Conservation Service Conservation Practice Specifications Fence, Code 382 or as otherwise required by applicable Gunnison County regulations. One wire gate shall be placed in the northeast corner of the fence.

5.6 Leigh Marie will construct and maintain cattle guards at the entry into and exit of the road onto the Waunita Parcel. Other than the cattle guards, neither party shall place or caused to be placed any gate, fence, or other obstruction in the Easement.

5.7 All road construction shall be performed by Woodlake Construction Management, L.L.C. (“Woodlake”). If Woodlake will not perform the work for any reason, then any replacement contractor will be subject to Waunita’s approval, which will not be unreasonably withheld. As a condition to such approval, Waunita may require the contractor to waive any and all mechanic’s lien claims on Waunita’s property. Waunita and Woodlake, or any replacement contractor, will work to develop a schedule of work that will have the least impact on Waunita’s operations yet provide for efficient completion of the project.

5.8 The road project will be overseen by Van Horn Engineering and Surveying (“Van Horn”). If Van Horn will not oversee the project for any reason, then any replacement engineer will be subject to Waunita’s approval, which will not be unreasonably withheld.

5.9 At the conclusion of the project, Van Horn, or the replacement engineer, shall provide a certification to Waunita that the project as built substantially complies with the approved plans.

5.10 Leigh Marie shall hold harmless and indemnify Waunita from all claims (including all costs, expenses, liabilities and reasonable attorneys' fees) arising from any failure to comply with the conditions in this paragraph 5 other than those attributable to Waunita itself.

6. **Maintenance.** Leigh Marie shall be responsible to maintain the road and Easement Area to the extent that its use of the road causes any damage to the Easement Area at its sole cost and expense. Waunita may, but shall have no obligation to, perform any maintenance on the road or Easement Area. Notwithstanding the foregoing, if Waunita’s actions are the

primary cause of a needed item of repair or maintenance to the road or Easement Area, then Waunita shall make said repairs or maintenance at its cost.

7. **Indemnity.** Leigh Marie shall hold harmless and indemnify Waunita and its principals, officers, agents, employees, contractors, guests, and invitees (jointly, the "Indemnified Parties") from all claims (including all costs, expenses, liabilities and reasonable attorneys' fees) arising or reasonably alleged to arise from any act or omission by the Easement Users for any injury or damage to any person, or the property of any person, attributable to the use of the Easement granted herein unless the same is caused by an Indemnified Party. Leigh Marie agrees that the Easement Users' use and occupancy of the Easement granted herein is at their own risk and hereby releases the Indemnified Parties from any claims for any damage or injury to the full extent permitted by law.

8. **Binding Effect: Covenant to Run with Land.** The terms and conditions of this Easement Agreement shall inure to the benefit of and be binding upon the owners of the Leigh Marie Parcel and the Waunita Parcel and their successors and assigns. This Easement Agreement shall be recorded in the records of the Gunnison County Clerk and Recorder's office and shall run with the lands described herein.

9. **Amendment; Termination.** This Easement Agreement may be amended, supplemented or terminated by a written instrument executed by all owners of record of the property subject hereto, together with the written consent of all persons (if any) with a beneficial interest in any property subject hereto under a deed of trust or mortgage duly recorded with the Clerk and Recorder for Gunnison County.

10. **Arbitration of Disputes.** If Waunita declines to approve any matter for which its approval is requested in relation to this Agreement within 30 days after such request, then the dispute will be resolved by arbitration. Specifically, each party will appoint a licensed engineer and those engineers will meet to try to resolve the matter. If the engineers agree, then their agreement shall be binding on the parties. If the engineers do not agree, then the engineers will appoint a third licensed engineer who will finally decide which party's position to follow. The resolution through this process will be binding. Each party shall be responsible for the costs of any engineer engaged by that party and shall pay 50% of the cost of any third engineer.

11. **Severability.** If any provision of this Easement Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, it shall not affect or impair the validity, legality or enforceability of the Easement Agreement or of any other provision hereof, and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provisions.

12. **Attorneys' Fees.** If any legal action is commenced or maintained in court or administrative tribunal by any party to this Easement Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this Easement Agreement or any document provided herein, the prevailing party in any such action shall be awarded its reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.

13. **Applicable Law.** This Easement Agreement shall be interpreted, construed and governed by the laws of the State of Colorado.

14. **Jurisdiction and Venue.** Other than disputes for which binding arbitration is required as provided above, jurisdiction and venue of any action as the interpretation, enforcement or the determination of the rights and duties of the parties to this Easement Agreement shall be the District Court, Gunnison County, Colorado. Each party submits to the personal jurisdiction of such court and waives any and all rights to object to the jurisdiction of such court as to any action pertaining to this Easement Agreement.

15. **Execution of Documents.** This Easement Agreement may be executed in counterparts, each of which, taken together with the others, shall constitute the original.

16. **Warranty of Capacity to Grant Easement.** Each person executing this Easement Agreement warrants that he/she is such person and that he/she is fully competent and legally empowered to execute and deliver this Easement Agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date set forth above.

LEIGH MARIE, LLC,
a Colorado limited liability company

WAUNITA HOT SPRINGS RANCH, INC.,
a Colorado corporation

By: Scott Wagner
Scott Wagner, Member

By: _____
Ryan Pringle, President

State of Colorado)
)ss
County of Larimer)

State of Colorado)
)ss
County of Gunnison)

The foregoing agreement was acknowledged before me this 25 day of May, 2023, 2023, by Scott Wagner as Member of Leigh Marie, LLC, a Colorado limited liability company.

The foregoing agreement was acknowledged before me this ____ day of _____, 2023, by Ryan Pringle as President of Waunita Hot Springs Ranch, Inc., a Colorado corporation.

Witness my hand and official seal.

Witness my hand and official seal.

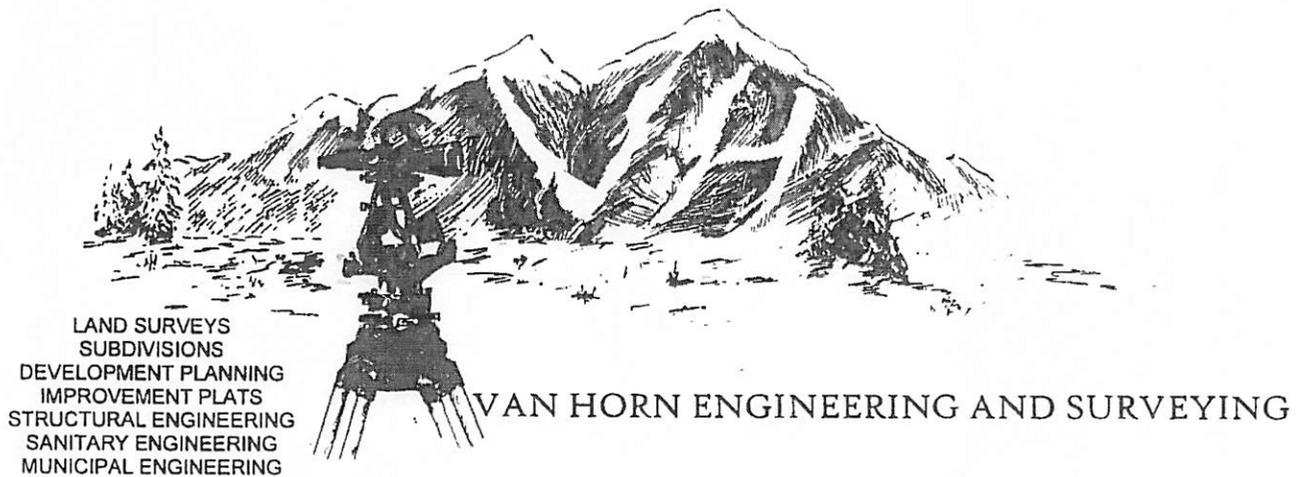
Chauntel McGee
Notary Public

Notary Public

My commission expires: 07/23/2025

My commission expires



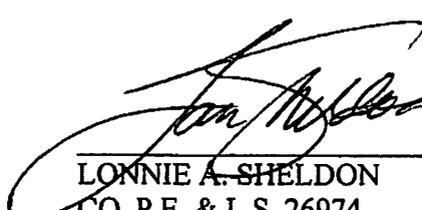


ACCESS EASEMENT LEGAL DESCRIPTION:

A 60 FOOT WIDE EASEMENT BEING FOR INGRESS AND EGRESS OVER THOSE LANDS IN THE SOUTHWEST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 49 NORTH, RANGE 4 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 566657 TO THOSE LANDS LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER, AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 49 NORTH, RANGE 4 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN AS DESCRIBED DEED RECORDED AT RECEPTION NO. 603277, SAID EASEMENT BEING 30 FEET EACH SIDE OF THE CENTERLINE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11 AS MONUMENTED BY A 2" PIPE WITH 2 1/2" BRASS CAP DATED 1927; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER NORTH 02°10'50" EAST A DISTANCE OF 659.14 FEET TO A POINT MONUMENTED BY A 2" ALUMINUM CAP LS 31158; THENCE CONTINUING ALONG SAID WEST LINE NORTH 02°11'26" EAST A DISTANCE OF 593.72 FEET TO THE TRUE POINT OF BEGINNING OF EASEMENT, SAID POINT BEING SOUTH 02°11'26" WEST 65.04 FEET FROM THE SOUTH 1/16 CORNER BETWEEN SECTIONS 10 AND 11, AS MONUMENTED BY A #6 REBAR WITH 3 1/4" ALUMINUM CAP LS 31158 DATED 2001; THENCE 78.74 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 352.29 FEET, A DELTA ANGLE OF 12°48'22", AND A CHORD WHICH BEARS SOUTH 58°15'01" EAST A DISTANCE OF 78.58 FEET; THENCE SOUTH 51°50'50" EAST A DISTANCE OF 191.46 FEET; THENCE 29.13 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 20°51'41", AND A CHORD WHICH BEARS SOUTH 41°24'59" EAST A DISTANCE OF 28.97 FEET; THENCE SOUTH 30°59'08" EAST A DISTANCE OF 51.84 FEET; THENCE 18.06 FEET ALONG A CURVE TO THE RIGHT, HAVING A

RADIUS OF 80.00 FEET, A DELTA ANGLE OF 12°56'13", AND A CHORD WHICH BEARS SOUTH 24°31'02" EAST A DISTANCE OF 18.03 FEET; THENCE SOUTH 18°02'55" EAST A DISTANCE OF 117.00 FEET; THENCE 14.58 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 10°26'25", AND A CHORD WHICH BEARS SOUTH 12°49'43" EAST A DISTANCE OF 14.56 FEET; THENCE SOUTH 07°36'30" EAST A DISTANCE OF 35.51 FEET; THENCE 14.40 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 10°18'40", AND A CHORD WHICH BEARS SOUTH 02°27'10" EAST A DISTANCE OF 14.38 FEET; THENCE SOUTH 02°42'10" WEST A DISTANCE OF 5.60 FEET; THENCE 126.04 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 90°16'05", AND A CHORD WHICH BEARS SOUTH 42°25'52" EAST A DISTANCE OF 113.40 FEET; THENCE S87°33'55"E A DISTANCE OF 191.09 FEET; THENCE S83°30'05"E A DISTANCE OF 349.71 FEET; THENCE S73°19'00"E A DISTANCE OF 225.51 FEET; THENCE 192.01 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 137°31'00", AND A CHORD WHICH BEARS SOUTH 04°33'30" EAST A DISTANCE OF 149.13 FEET; THENCE SOUTH 64°12'00" WEST A DISTANCE OF 25.31 FEET; THENCE 219.81 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 157°25'36", AND A CHORD WHICH BEARS SOUTH 14°30'48" EAST 156.91 FEET; THENCE NORTH 86°46'24" EAST A DISTANCE OF 9.18 FEET; THENCE 97.22 FEET MORE OR LESS ALONG A CURVE TO THE RIGHT TO A POINT BEING 30 FEET FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID CURVE HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 69°37'55", AND A CHORD WHICH BEARS SOUTH 58°24'39" EAST A DISTANCE OF 91.35 FEET; THENCE CONTINUING PARALLEL AND 30 FEET FROM SAID EAST LINE, SOUTH 01°41'17" WEST A DISTANCE OF 311.12 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 11, SAID POINT BEING SOUTH 88°22'33" EAST A DISTANCE OF 1300.66 FEET FROM THE SOUTHWEST CORNER OF THE ABOVE REFERENCED SECTION 11; THENCE PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, S01°41'17"W A DISTANCE OF 37' MORE OR LESS TO THE NORTHERLY RIGHT-OF-WAY LINE FOR COUNTY ROAD 887 AND THE POINT OF TERMINUS OF SAID EASEMENT. THE SIDE LINES OF SAID EASEMENT TO BE PROLONGED OR SHORTENED AND SIDE CURVES TO BE CONTINUED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT PROPERTY LINES. SAID EASEMENT CONTAINING 140,446 SQUARE FEET MORE OR LESS AND BEING SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS OF WAY OF RECORD, COUNTY OF GUNNISON, STATE OF COLORADO.


LONNIE A. SHELDON
CO. P.E. & L.S. 26974



QUITCLAIM OF EASEMENT
(Waunita/Leigh Marie)

LEIGH MARIE LLC, a Colorado limited liability company (“Grantor”), hereby sells and quitclaims, and forever releases to **WAUNITA HOT SPRINGS RANCH, INC.**, a Colorado corporation (“Grantee”), all of Grantor’s interest in and to the following real property located in Gunnison County, Colorado:

An easement created pursuant to a Warranty Deed executed January 1, 1962 wherein Carl E. Bolin and Janet Bolin conveyed a 180 acre tract of land described as the S½SW¼, W½SE¼, N½SE¼SE¼ of Section 10, Township 49 North, Range 4 East of the N.M.P.M. to Joseph G. Horvath and Julia G. Horvath “together with an easement over the present road running over and across the SW¼ of the SW¼ of Section 11” to provide a “right of ingress and egress to the lands above described from Gunnison County Road No. 328” as the same may have been amended from time to time,

Together with all its appurtenances.

Executed this 25 day of May 2023.

LEIGH MARIE, LLC,
a Colorado limited liability company

By: Scott Wagner
Scott Wagner, Member

State of Colorado)
)ss
County of Larimer)

The foregoing instrument was acknowledged before me this 25 day of May, 2023, by Scott Wagner as Member of Leigh Marie, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Chauntel McGee
Notary Public

My commission expires: 07/23/2025



AMENDED STIPULATION
(Waunita/Leigh Marie)

This Amended Stipulation is entered into as of the 25 day of December, 2023.

1. Facts and Purposes. The following facts and purposes apply to this Amended Stipulation:

1.1 The parties to this Amended Stipulation are:

Leigh Marie LLC, a Colorado limited liability company
P.O. Box 25
Morrison, CO 80465
("Leigh Marie")

and

Waunita Hot Springs Ranch, Inc., a Colorado corporation
8807 County Road 887
Gunnison, CO 81230
("Waunita")

1.2 On May 8, 2013, in partial resolution of a case pending in District Court, Gunnison County Colorado as Civil Action No. 2009CV113 (the "Litigation"), Leigh Marie and Waunita, entered into a Stipulation Between Defendants and Intervenor (the "Original Stipulation") which was recorded on April 29, 2019, at Reception Nos. #659740.

1.3 Due to subsequent proceedings and agreements in the Litigation, Leigh Marie and Waunita have contemporaneously herewith filed a Joint Motion for Order Approving Termination of the Stipulations which, among other things, terminates the Original Stipulation, and a Quitclaim of Easement pursuant to Leigh Marie quitclaimed its interest in and to the Eastern Easement, as that term is defined in the Original Stipulation, to Waunita.

1.4 Certain terms of the Original Stipulation, however, remain significant to Leigh Marie and Waunita and the parties wish to preserve those terms.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Leigh Marie and Waunita stipulate and agree as follows.

2. Pursuant to a Warranty Deed executed February 10, 1962 (the "Pringle Deed"), Carl E. Bolin and Janet Bolin (the "Bolins") conveyed to Rodrick F. Pringle, Jr. and Junelle Pringle (the "Pringles") a 60 acre tract of land legally described as the S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 49 North, Range 4 East of the N.M.P.M. in

Gunnison County, Colorado. The Pringle Deed was recorded on March 20, 1962 at Reception No. 251029.

3. Waunita is the successor in interest to the Pringles under the Pringle Deed. Waunita has acquired other lands in addition to those described in the Pringle Deed, and now owns a 213 acre tract of land in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 10, W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 11, N $\frac{1}{2}$ N $\frac{1}{2}$ of Section 15, and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 49 North, Range 4 East of the N.M.P.M. (the "Waunita Property"). The Waunita Property is depicted on the Improvement Survey Plat attached as Exhibit A (the "Improvement Survey Plat"). The parties acknowledge and agree that the Improvement Survey Plat is an accurate depiction of the Waunita Property and the roads, improvements, and section lines shown thereon.

4. Pursuant to a Warranty Deed executed January 1, 1962 (the "Horvath Deed") the Bolins conveyed to Joseph G. Horvath and Julia G. Horvath (the "Horvaths") a 180 acre tract of land legally described as the S $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 49 North, Range 4 East of the N.M.P.M.. The Horvath Deed was recorded on March 20, 1962 at Reception No. 251032.

5. Leigh Marie is the successor in interest to the Horvaths under the Horvath Deed, and now owns the 180 acre tract of land described therein (the "Leigh Marie Property").

6. The Leigh Marie Property lies adjacent to the western boundary of the eastern portion of the Waunita Property, and adjacent to the northern boundary of the western portion of the Waunita Property.

7. There are two easements over Waunita Property that provide access to the Leigh Marie Property.

8. The first, the "Western Easement," was created pursuant to a "Highway Easement Agreement" dated May 6, 1963 and recorded on June 19, 1963 at Reception No. 255352 pursuant to which John S. Waters and Lois S. Waters (the "Waters") granted a permanent 30 foot access easement to the Horvaths per the terms and for the consideration stated therein.

9. With respect to the Western Easement, Leigh Marie and Waunita stipulate and agree that:

a. The road depicted on the western portion of Waunita Property on the Improvement Survey Plat and labeled as the "Adjoiner's Driveway" is the road intended for use with respect to the Western Easement;

b. Although the "Adjoiner's Driveway" is located on the west side of Little Creek, and not the east side of Little Creek as described in the Highway Easement Agreement, both parties waive any right to move or require the other party to move that road;

- c. Leigh Marie is a successor in interest to the rights and obligations of the Horvaths under the Highway Easement Agreement;
- d. Waunita is the successor in interest to the rights and obligations of the Waters under the Highway Easement Agreement; and
- e. There are no other documents or agreements affecting the rights or obligations of Defendants or Waunita with respect to the Western Easement.

10. The second, the "Eastern Easement," was created pursuant to the Horvath Deed pursuant to which the Bolins conveyed the Leigh Marie Property to the Horvaths "together with an easement over the present road running over and across the SW¹/₄ of the SW¹/₄ of Section 11" in order to provide the grantees "with the right of ingress and egress to the lands above described from Gunnison County Road No. 328."

11. The Eastern Easement was terminated pursuant to the Quitclaim of Easement described in paragraph 1.3 above.

12. The property conveyed to the Pringles in the Pringle Deed was "subject to a certain Easement of right-of-way 50 feet in width over and across the SW¹/₄SW¹/₄ of said Section 11, said 50 foot Easement of right-of-way being adjacent to the easterly boundary line of said SW¹/₄SW¹/₄ of said Section 11 as particularly described in that certain Easement dated November 1, 1961, and recorded in Book 356 at Page 51 of the Gunnison County records from Carl E. Bolin and Jane Bolin to Maxwell L. Fleetwood and Mary Clytia Fleetwood" (the "Fleetwood Easement"). The parties acknowledge and agree that:

- a. The location of the Fleetwood Easement is depicted on the Improvement Survey Plat at the far eastern edge of the Waunita Property, on the western edge of the SW¹/₄SW¹/₄ of Section 11 from the Access Road;
- b. The Fleetwood Easement expressly limits its use to allowing the Fleetwoods and their successors with access across the encumbered land for the purpose of watering their livestock;
- c. The easement was executed and recorded immediately following the recordation of a deed from the Bolins to Maxwell L. Fleetwood and Mary Clytia Fleetwood (the "Fleetwoods"), conveying, inter alia, the NW¹/₄SW¹/₄ of Section 11 and the NE¹/₄SE¹/₄ of Section 10 (the "Fleetwood Tract").
- d. Waunita is currently the owner of NW¹/₄SW¹/₄ of Section 11 and the NE¹/₄SE¹/₄ of Section 10.
- e. Neither Leigh Marie nor Waunita is a successor-in-interest to the Fleetwood Easement; and

RELEASE OF NOTICES OF LIS PENDENS

This Release of Notices of Lis Pendens is made with respect to the following facts:

1. On May 7, 2019, Leigh Marie, L.L.C., a Colorado limited liability company (“Leigh Marie”), recorded a Notice of Commencement of Action (Lis Pendens) (“Notice #1”) with the Gunnison County Clerk and Recorder at Reception No. 659899 with respect to Civil Action No. 19-cv-00809 -KLM pending before the United States District Court for the District of Colorado.

2. The Board of County Commissioners of the County of Gunnison, Colorado (“Gunnison County”) and Waunita Hot Springs Ranch, Inc., a Colorado corporation (“Waunita”), were Defendants in Civil Action No. 19-cv-00809 -KLM. Waunita is and was the owner of the real property described in Notice #1.

3. Civil Action No. 19-cv-00809 -KLM was dismissed by the U.S. District Court pursuant to an Order dated March 17, 2019 [Doc # 35]. No appeal was taken from that Order.

4. On March 2, 2021, Leigh Marie recorded a Notice of Lis Pendens (“Notice #2”) with the Gunnison County Clerk and Recorder at Reception No. 673947 with respect to Civil Action No. 2021CV30005 pending before the Gunnison County District Court.

5. Gunnison County and Waunita were Defendants in Civil Action No. 2021CV30005. Waunita is and was the owner of the real property described in Notice #2.

6. On October 14, 2021, the Gunnison County District Court entered an order consolidating Civil Action No. 2021CV30005 into Civil Action Nos. 2019CV30028 and Civil Action No. 2009CV113, also pending before the Gunnison County District Court (the "Consolidated Litigation").

7. Leigh Marie, Gunnison County, and Waunita have entered into a Settlement Agreement in the Consolidated Litigation resolving all issues among them.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Leigh Marie hereby releases, forever discharges, and disclaims any interest in and to the real property described in Notice #1 and Notice #2, provided, however, that nothing herein shall be deemed to release, discharge or disclaim any interests (i) in the easement created pursuant to a “Highway Easement Agreement” dated May 6, 1963 and recorded on June 19, 1963 at Reception No. 255352, or (ii) acquired by Leigh Marie subsequent hereto pursuant to the Settlement Agreement described in paragraph 7 above.

Executed this 25 day of May 2023.

Leigh Marie, L.L.C. a Colorado limited liability company

By: 
Scott Wagner, Member

STATE OF COLORADO)
County of LaHimer) ss.
~~Gunnison~~)

The foregoing instrument was acknowledged before me this 25 day of May 2023 by Scott Wagner as Member of Leigh Marie, L.L.C. a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 07/23/2025



ChaunteL McGee
Notary Public

<p>DISTRICT COURT, GUNNISON COUNTY, STATE OF COLORADO 200 East Virginia, Gunnison, CO 81230 970-641-3500</p> <hr/> <p>Plaintiff: THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado v. Defendants: Leigh Marie, LLC a Colorado limited liability company, and Scott Wagner v. Intervenor: Waunita Hot Springs Ranch, Inc. a Colorado Corporation</p> <hr/> <p>Attorney for Plaintiff: Matthew R. Hoyt, Atty. Reg. #51792 Alex San Filippo-Rosser, Atty. Reg. #43874 Office of the Gunnison County Attorney 200 East Virginia Avenue Gunnison, CO 81230 Phone Number: (970) 641-5300 E-mail: mhoyt@gunnisoncounty.org asanfilippo-rosser@gunnisoncounty.org</p> <p>Attorneys for Defendants: Noah Klug, Atty No. 39163 THE KLUG LAW FIRM, LLC PO Box 6683 Breckenridge CO 80424-6683 Telephone: 970-468-4953 Email: noah@thekluglawfirm.com</p> <p>and</p> <p>Jason D. Krueger, Esq, #45039 Joseph P. Kiley, Esq. #48968 GALVANIZE LAW GROUP, LLC 6145 Broadway, Suite 49 Denver, CO 80216</p>	<hr/> <p>□ COURT USE ONLY □</p> <hr/> <p>Div.: Ctrm.:</p> <p>Case No. 2009CV113</p>
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jkiley@galvanize.law

Attorney for Intervenor
Rufus Wilderson, LLC
Rufus O. Wilderson, Atty. Reg. #14361
24441 Highway 149
Powderhorn, CO 81243
Telephone: 970-641-8807
E-mail: rwilderson@wildersonlaw.com

JOINT MOTION FOR ORDER APPROVING TERMINATION OF STIPULATIONS

Plaintiff, the Board of County Commissioners of the County of Gunnison, Colorado, Defendants, Leigh Marie, LLC and Scott Wagner, and Intervenor, Waunita Hot Springs Ranch, Inc., by and through their respective counsel, respectfully request that this Court enter an Order Approving Termination of Stipulations, and as grounds therefor, state as follows:

1. On June 22, 2009, in Civil Action No. 2009CV113, Gunnison County filed a Complaint against Mile 200 LLC, Leigh Marie's predecessor- in-interest, alleging violations of Gunnison County's Land Use Resolution (the "LUR") and building codes. On November 8, 2011, Waunita intervened in that action.

2. Civil Action No. 2009CV113 was resolved with two stipulations - a May 8, 2013, Stipulation between Defendants and Waunita and a December 11, 2014, Stipulation for Dismissal Without Prejudice among all parties' stipulations (collectively, the "Stipulations").

3. The 2013 Stipulation was approved by and made an order of the Court on May 14, 2013. The 2013 Stipulation and Order approving the same were recorded with the Gunnison County Clerk and Recorder on April 29, 2019, at Reception Nos. #659740 and #659741, respectively.

4. The 2014 Stipulation was approved by and made an order of the Court on December 15, 2014. The 2014 Stipulation and Order approving the same were recorded with the Gunnison County Clerk and Recorder on April 29, 2019 at Reception Nos. #659742 and #659743, respectively.

5. On July 31, 2019, in Civil Action No. 2019CV30028, Waunita sued Leigh Marie and its principal, Scott Wagner, and on March 2, 2021, in Civil Action No. 2021CV30005, Leigh Marie likewise sued Gunnison County, Waunita, and Waunita's President, Ryan Pringle for

claims as stated therein. On October 14, 2021, the Court entered an order consolidating these cases into Case Nos. 2009CV113 (the "Litigation").

6. The Parties have reached a Settlement Agreement regarding all of the issues in the consolidated Litigation. As part of the Settlement Agreement, the Parties have agreed to extinguish the existing Eastern Easement and Waunita has agreed to convey to Leigh Marie and Leigh Marie has agreed to accept a new easement for ingress and egress over the Waunita Parcel to provide access to the Leigh Marie Parcel.

7. The Settlement Agreement and extinguishment of the Eastern Easement moots most of the provisions in the Stipulations.¹ However, unless formally terminated, the Stipulations will cast substantial uncertainty as to the rights and obligations of the Parties under their Settlement Agreement. Accordingly, the parties have agreed to terminate the Stipulations.

8. Because the Stipulations are also orders of the Court, the parties respectfully request the Court enter an Order acknowledging that the parties have agreed to terminate the Stipulations, that the Court approves such termination, and that the Stipulations are no longer enforceable orders of this Court.

Respectfully submitted this ____ day of _____, 2023.

PLAINTIFF:

Office of the Gunnison County Attorney

By: _____
Matthew R. Hoyt, Atty. Reg. # 51792
Alex San Filippo-Rosser, Atty. Reg.
#43874

DEFENDANTS:

The Klug Law Firm:

By: _____
Noah Klug, Atty. Reg. #39163

Galvanize Law Group, LLC:

By: _____
Jason D. Krueger, Atty. Reg. #45039

¹ Those provisions of the 2013 Stipulation regarding the Western Easement and the Fleetwood Easement remain extant and will be reiterated in an Amended Stipulation to be filed by Leigh Marie and Waunita.

INTERVENOR:

Rufus Wilderson, LLC

By: _____
Rufus O. Wilderson, Atty. Reg. # 14361

Exhibit E-1

<p>DISTRICT COURT, GUNNISON COUNTY, STATE OF COLORADO 200 East Virginia, Gunnison, CO 81230 970-641-3500</p> <hr/> <p>Plaintiff: THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado v. Defendants: Leigh Marie, LLC a Colorado limited liability company, and Scott Wagner v. Intervenor: Waunita Hot Springs Ranch, Inc. a Colorado Corporation</p> <hr/>	<p><input type="checkbox"/> COURT USE ONLY <input type="checkbox"/></p> <hr/> <p>Div.: Ctrm.:</p> <p>Case No. 2009CV113</p>
<p>ORDER APPROVING TERMINATION OF STIPULATIONS</p>	

This matter having come before the Court on the parties' Joint Motion for Order Approving Termination of Stipulations, and the Court having duly considered the same, hereby finds and orders as follows:

1. Civil Action No. 2009CV113 was previously resolved with two stipulations - a May 8, 2013, Stipulation between Defendants and Waunita and a December 11, 2014, Stipulation for Dismissal Without Prejudice (collectively, the "Stipulations").

2. The 2013 Stipulation was approved by and made an order of the Court on May 14, 2013. The 2013 Stipulation and Order approving the same were recorded with the Gunnison County Clerk and Recorder on April 29, 2019, at Reception Nos. #659740 and #659741, respectively.

3. The 2014 Stipulation was approved by and made an order of the Court on December 15, 2014. The 2014 Stipulation and Order approving the same were recorded with the Gunnison County Clerk and Recorder on April 29, 2019 at Reception Nos. #659742 and #659743, respectively.

4. Litigation between the parties further ensued in Civil Action Nos. 2019CV30028, and 2021CV30005, which actions were consolidated into this case.

5. The Parties have reached a Settlement Agreement regarding all of the issues in this consolidated case.

6. As part of the Settlement Agreement, the parties have agreed to terminate the Stipulations.

Now therefore, having been apprised of the parties' agreement to terminate the Stipulations, the Court hereby acknowledges and approves the termination and orders that such Stipulations shall no longer be enforceable orders of this Court.

Dated this ____ day of _____, 2023.

District Court Judge

Exhibit F

<p>DISTRICT COURT, GUNNISON COUNTY, STATE OF COLORADO 200 East Virginia, Gunnison, CO 81230 970-641-3500</p> <hr/> <p>Plaintiff: THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado v. Defendants: Leigh Marie, LLC a Colorado limited liability company, and Scott Wagner v. Intervenor: Waunita Hot Springs Ranch, Inc. a Colorado Corporation</p> <hr/> <p>Attorney for Plaintiff: Matthew R. Hoyt, Atty. Reg. #51792 Alex San Filippo-Rosser, Atty. Reg. #43874 Office of the Gunnison County Attorney 200 East Virginia Avenue Gunnison, CO 81230 Phone Number: (970) 641-5300 E-mail: mhoyt@gunnisoncounty.org asanfilippo-rosser@gunnisoncounty.org</p> <p>Attorneys for Defendants: Noah Klug, Atty No. 39163 THE KLUG LAW FIRM, LLC PO Box 6683 Breckenridge CO 80424-6683 Telephone: 970-468-4953 Email: noah@thekluglawfirm.com</p> <p>and</p> <p>Jason D. Krueger, Esq, #45039 Joseph P. Kiley, Esq. #48968 GALVANIZE LAW GROUP, LLC 6145 Broadway, Suite 49 Denver, CO 80216</p>	<hr/> <p>COURT USE ONLY</p> <hr/> <p>Div.: Ctrm.:</p> <p>Case No. 2009CV113</p>
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Telephone: 303-792-8906
E-mail: jkrueger@galvanize.law;
jkiley@galvanize.law

Attorney for Intervenor
Rufus Wilderson, LLC
Rufus O. Wilderson, Atty. Reg. #14361
24441 Highway 149
Powderhorn, CO 81243
Telephone: 970-641-8807
E-mail: rwilderson@wildersonlaw.com

**JOINT MOTION FOR ORDER PURGING DEFENDANT’S CONTEMPT AND
DISMISSING ACTION WITH PREJUDICE**

Plaintiff, the Board of County Commissioners of the County of Gunnison, Colorado, Defendants, Leigh Marie, LLC and Scott Wagner, and Intervenor, Waunita Hot Springs Ranch, Inc., by and through their respective counsel, move this Court to enter an Order Purging Defendant’s Contempt and Dismissing this Action with Prejudice, and as grounds, state as follows:

BACKGROUND

1. On June 22, 2009, in Civil Action No. 2009CV113, Gunnison County filed a Complaint against Mile 200 LLC, Leigh Marie’s predecessor- in-interest, alleging violations of Gunnison County’s Land Use Resolution (the “LUR”) and building codes.
2. On November 8, 2011, Waunita intervened in that action.
3. Civil Action No. 2009CV113 was resolved with two stipulations - a May 8, 2013, Stipulation between Defendants and Waunita and a December 11, 2014, Stipulation for Dismissal Without Prejudice among all parties stipulations collectively, (the “Stipulations”).
4. On August 1, 2017, Leigh Marie commenced the reconstruction of an Access Road (also referred to as the Eastern Easement) without getting a road access permit or a reclamation permit from Gunnison County.
5. Because Leigh Marie’s August 2017 actions violated the Stipulations, Waunita and Gunnison County filed a contempt motion against Leigh Marie and its principal, Scott Wagner in this action.

6. In its February 15, 2018 Order on Motion for Contempt Citation, the Court found that Leigh Marie and Wagner had violated both Stipulations. The Court ordered that Leigh Marie and Wagner cease using the Access Road until they purged their contempt, and that they could purge their contempt by acquiring the requisite permits from Gunnison County.

7. Further litigation between the parties ensued in Civil Action Nos. 2019CV30028 and 2021CV30005, which actions were consolidated into Case Nos. 2009CV113 (the “Litigation”).

8. The Parties have reached a Settlement Agreement regarding all of the issues in the consolidated Litigation. As part of the Settlement Agreement, the Parties have released all claims against the other parties, Leigh Marie has extinguished the existing Eastern Easement, Waunita has conveyed to Leigh Marie a new easement for ingress and egress over the Waunita Parcel, and Leigh Marie has acquired the requisite permits for the construction of the new easement.

9. The acquisition by Leigh Marie of the requisite permits for the construction of the new easement finalizes the Settlement Agreement and takes this matter to its conclusion. Accordingly, the parties request an order of this Court acknowledging that the Defendant’s contempt has been purged, and dismissing this matter with prejudice, each party to bear its own fees and costs.

Respectfully submitted this ____ day of _____, 2023.

PLAINTIFF:
Office of the Gunnison County Attorney

By: _____
Matthew R. Hoyt, Atty. Reg. # 51792
Alex San Filippo-Rosser, Atty. Reg.
#43874

DEFENDANTS:
The Klug Law Firm:

By: _____
Noah Klug, Atty. Reg. #39163

Galvanize Law Group, LLC:

By: _____
Jason D. Krueger, Atty. Reg. #45039

INTERVENOR:

Rufus Wilderson, LLC

By: _____
Rufus O. Wilderson, Atty. Reg. # 14361

Exhibit F-1

<p>DISTRICT COURT, GUNNISON COUNTY, STATE OF COLORADO 200 East Virginia, Gunnison, CO 81230 970-641-3500</p> <hr/> <p>Plaintiff: THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado v. Defendants: Leigh Marie, LLC a Colorado limited liability company, and Scott Wagner v. Intervenor: Waunita Hot Springs Ranch, Inc. a Colorado Corporation</p> <hr/>	<p style="text-align: center;"> COURT USE ONLY </p> <hr/> <p>Div.: Ctrm.:</p> <p>Case No. 2009CV113</p>
<p>ORDER DISMISSING ACTION WITH PREJUDICE AN PURGING DEFENDANT'S CONTEMPT</p>	

This matter having come before the Court on the parties' Joint Motion for Order Purging Defendant's Contempt and Dismissing Action with Prejudice, and the Court having considered the same, hereby finds and orders that

A. The Defendants have purged their contempt as found in this Court's February 15, 2018 Order on Motion for Contempt Citation; and

B. This matter is hereby dismissed, with prejudice, each party to bear its own fees and costs.

District Court Judge

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Discussion; Water and Sewer District; Rules, Regul

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Discussion of the Rules and Regulations Document and Construction Standards Document for the Gunnison County Water and Sewer District. This discussion will provide input from the board to precede consideration at a regular meeting.

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 8/17/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/17/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/18/2023

Consent Agenda Regular Agenda Worksession

Time Allotted: 30

Agenda Date: 8/22/2023



Public Works

Martin Schmidt, Assistant County Manager for Public Works

Phone: (970) 641-0044
mschmidt@gunnisoncounty.org

Date: 8/16/2023

Re: Rules and Regulations and Specification for the Sewer District

Staff has worked hard to develop a Sanitation Rules and Regulations document in conjunction with a Construction Standards document. Both of these documents largely memorialize the “way we do business” currently in the District, but neither have been Board approved. The Rules and Regulations document is sewer specific, but the Construction Standards document covers both water and sewer. Developing public, written documents allows for applicants to receive equitable treatment and provides the information needed to set expectations beyond our fee structure. Similar to other documents in the County, staff anticipates revisions of this document will be needed from time to time as rules change and missing information becomes apparent. While there are mechanisms for fines and other penalties, this document and County staff are focused on solutions to infractions. Both the users and the County are best served by a well built and frequently maintained and inspected system. In order to provide background on the documents, a short summary has been prepared:

Rules and Regulations

Section 1:

Purpose/Intent: This section generally explains what the District entails, how it is governed, and the general scope of the document.

Specific Topics: It covers general legal liabilities in order to reduce risk for the District and the public. This sets expectations for any applicant or future employee.

Section 2:

Purpose/Intent: This section lists definitions and acronyms generally used in wastewater related discussions and there are explanations of items specific to this document.

Specific Topics: Definitions and acronyms in this document that also are used in the County LUR have been copied for continuity. The document includes language deferring to the LUR if there is ever a conflict in definition.

Section 3:

Purpose/Intent: This section points out that the District has a responsibility to provide sewer service to properties and that the sewer system is generally owned and operated by the District if it is initiated by the County or privately. It states that the District also has the ability to

inspect all of the collection system including parts of the system that are the responsibility of the property owner to maintain and repair such as sewer service lines.

Specific Topics: The section explains procedures for transferring ownership of the sewer infrastructure back to the District if a developer were to create a special financing district for a project. The District has a Right of Entry to properties to inspect individual sewer services to track potential Inflow & Infiltration sources or to investigate potential sewer overflows or damage to a line. This ability to inspect connected infrastructure allows staff to protect the system as a whole from damages from users. This is similar to other utilities right to read or inspect. There is a provision to arrange ahead of time with the owner for the potential need to enter a structure.

Section 4:

Purpose/Intent: This section explains in detail various fees that are associated with having sewer service. It also addresses how to compel owners do their part to reduce I&I in lines that are their responsibility. Sections 4.14.3 and 4.14.4 deal with I&I; our expectations and remedies. The section provides information on fees for potential main extensions. It also addresses potential unauthorized connections and possible charges discharges of pollutants.

Specific Topics: Both the Infiltration and inflow (4.14.3) and the Excessive Usage Fee (4.14.4) are new fees that will encourage owners to address issues with their service lines or private collection systems. There is currently no leverage available to compel a remedy. Staff can explain how the rates were determined.

Section 5:

Purpose /Intent: This section gives guidance for connecting to the District's sewer collection system. It gives a clear understanding on the how and why sewer services are to be connected. It also explains that owners are responsible for the repair and maintenance of their service lines and privately-owned lift stations. It provides direction to owners for requesting to eliminate a sewer tap.

Specific Topics: When a property is required to connect. Service line responsibility. Acceptance of sewer improvements.

Section 6:

Purpose/Intent: This section exists to provide clear and detailed guidance when people are going to construct new sewer systems within the District from application to permitting required. It is intended to guide a proponent through the District's procedures.

Section 7:

Purpose/Intent: The intent of this section is to provide a general overview of design guidelines for sewer construction with the expectation that the Gunnison County Construction Standards will be cross referenced for specific design criteria.

Specific Topics: This section covers operation of oil and grease interceptors. These are critical to protecting the overall system and maintenance is required for them to remain operational. Sand and grit interceptors are required for certain users as well (e.g. carwashes, repair shops). It

also sets standards for the installation of Community Lift Stations that flow into our system so that they are not a negative impact.

Section 8:

Purpose/Intent: This section references the Gunnison County Construction Standards document which is intended to be an accompanying document to these Rules and Regs.

Section 9:

Purpose/Intent: Tampering prohibitions are required for a wastewater system by CDPHE/EPA.

Section 10:

Purpose/Intent: Section 10 is primarily about commercial users, which is rare in our District at this time but is worth including in case of future expansion. This section explains what unauthorized or illegal discharges are and what causes a violation and how it would be addressed. It also explains industrial pretreatment and the permits required.

Specific Topics: Interceptors for specifically for food preparation establishments are important to protect the system and are required for all food preparation establishments. These requirement directly decrease clogs and cleaning costs.

Section 11:

Purpose/Intent: This section explains possible enforcement action and the process that would be followed for violations of the Rules and Regs. It explains the process to appeal and/or remedy an action.

Specific Topics: There is a specific process for users in violation in section 11 so that staff can adequately and professionally follow a uniform process when an issue is identified. This section provided for ample opportunities to correct violations and sets legal expectation for users that refuse the request to remedy a violation.

Construction Standards

The construction standards are based on industry standards and guided heavily by the American Water Works Association. The AWWA is an international, nonprofit, scientific and educational society dedicated to providing total water solutions assuring the effective management of water and wastewater. These are consistent with other utilities in Gunnison County, creating common expectations.

Section 1: General Specifications

Purpose/Intent: These are general best practices for work on or around utilities and in the ground. The expectations spelled out here are intended to create standard approaches to work in the right of way. It provides some additional

Specific Topics: Relocation of utilities installed in the right of way is clearly the utility owner's responsibility in this document. This creates clarity for project planning.

Section 2: General Earthwork Specifications

Purpose/Intent: Protection of water and wastewater pipes is critical and achieved through good dirt work practices. This section sets expectations that protect the pipes and other infrastructure and create a minimal impact after the work is complete by minimizing settling and pavement damage.

Specific Topics: Directional boring is covered in this section. This has become much more common and has many benefits and drawbacks. Management of the approach minimized the drawbacks.

Section 3: Sanitary Sewer Specifications

Purpose/Intent: This section sets standards for pipe type and approach to installation. This protects our system from poorly or incorrectly installed sewer lines. These standards are common to the industry or are state regulations. There are also benchmarks for testing the installed system.

Specific Topics: Due to our cold temperatures, the depth of sewer lines is set to 6 feet or deeper. This requirement is only waived if there is a clear impediment to this installed depth.

Section 4: Water Main Specifications

Purpose/Intent: This section deals specifically with potable water lines. These standards are common to the industry or are state regulations. There are also benchmarks for testing the installed system.

Specific Topics: Due to our cold temperatures, the depth of water lines is set to 6 feet or deeper. This requirement is only waived if there is a clear impediment to this installed depth. There is also a separation requirement for water and sewer to protect both systems.

**GUNNISON COUNTY
WATER AND SEWER DISTRICT
SEWER RULES AND REGULATIONS**



September 2023

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SECTION 1. GENERAL

1.1 The District

The Gunnison County Water and Sewer District, referred to herein as “District” has all the rights, powers, privileges, authorities, functions, and duties granted to Counties by the laws of the State of Colorado, particularly Part 4 of Article 20 of Title 30, of the Colorado Revised Statutes., to acquire, construct, install, operate, and maintain sanitary sewer improvements within the District’s jurisdictional boundaries. The District was initially created in 1977 by Resolution No. 9, Series 1977 of the Gunnison County Board of County Commissioners and modified and expanded under subsequent Resolutions.

1.2 Board of Directors

The Board of County Commissioners of Gunnison County shall constitute ex officio the Board of Directors of the District, referred to herein as the “Board”. The Chairperson shall be ex officio the presiding officer. In the absence of the Chairperson, the Vice-Chairperson shall serve as the Presiding Officer. The County Clerk shall be ex officio the Secretary of the Board and District. The Deputy County Manager for Public Works shall serve as the ex officio District Manager.

1.3 District Agents and Representatives

The District Manager and any other employee or agent of the District designated by the District Manager or the Board shall have the full authority to act for and on behalf of the District in any manner affecting the administration or enforcement of these Rules and Regulations. The District Manager may appoint a Sanitation Supervisor and other employees of the District as necessary.

1.4 Rules and Regulation Scope

These Rules and Regulations shall be considered a comprehensive set of rules and regulations governing certain aspects of the control, management and operation of the District. It should be noted, however, that not every conceivable aspect of the control, management and operation of the District and its systems is covered in these Rules and Regulations, and the Board reserves the right to make rulings concerning matters not covered herein as and when appropriate, in the opinion of the Board. In addition, these Rules and Regulations are not intended to supersede or contravene specific terms or conditions of any agreement, contract, or other document entered into between the District and a party. Where silent, the District may utilize the policies and procedures of Gunnison County for guidance regarding any matter, including but not limited to personnel policies, construction codes, purchasing and contracting procedures, fiscal management and ethics. These Rules and Regulations shall not be construed as a limitation on the authority of the Board to exercise the powers conferred upon it by Colorado law.

1.5 Effective Date

These Rules and Regulations shall be effective immediately upon adoption by a majority of the Board at a public meeting.

1.6 Rules and Regulations Amendment Procedure

These Rules and Regulations may be amended from time to time by the Board in the same manner as the original Rules and Regulations herein were adopted.

1.7 Repeal of Conflicting Resolutions

All resolutions or parts of resolutions in conflict herewith are hereby repealed, except as may be expressly provided herein.

1.8 Severance Clause

If any section, paragraph, sentence, clause, or phrase of these Rules and Regulations is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of these Rules and Regulations. The Board hereby declares that it would have passed these Rules and Regulations and each section or parts thereof, irrespective of the fact that any one section or part be declared invalid or unconstitutional.

1.9 Regulation by Other Entities

Any limitation, restriction, or prohibition validly placed upon the District by any governmental entity or by any agreement between the District and any other governmental entity is hereby incorporated into these Rules and Regulations by this reference and shall constitute a limitation, restriction and/or prohibition on each user.

1.10 Variances

The Board reserves the right to waive or modify the provisions of these Rules and Regulations at its sole discretion. Any person seeking a variance of a provision of the Rules and Regulations shall have the burden of proving that the operation of such a provision would cause undue hardship, or should not be applied to the person for another justifiable reason, and such variance shall not endanger the health, safety and welfare of the residents and inhabitants of the District. The Board's decision to grant or to deny the variance shall be final and conclusive.

1.11 District Not Liable

No claim for damage shall be made against the District, and the District and its officials and employees shall not be liable by reason of damage resulting from any of the following: breaking of any service or supply line, pipe, cock, or meter by any employee of the District; the making of connections or extensions; burst service line pipes or other facilities not owned by the District; blockage in the system causing the backup of effluent; damage caused by "smoking" of lines to determine drainage connections to District lines; pressure cleaning and televising of sewer lines; breakage of main lines by District personnel; interruption of sanitary sewer service and the conditions resulting there from where said interruption of service is brought about by request of claimant or by circumstances beyond the District's control; failure of any facilities to be located where the District's map indicates they should be; the malfunctioning of a wastewater lift station and possible backflow resulting there from; failure to obtain access to isolation valve; or for doing anything to the wastewater system of the District deemed necessary by the Board or its agents. This paragraph shall not relieve the District from liability for negligence of its employees, if such liability would otherwise have existed; however, the foregoing shall not constitute a waiver by the District of the defense of sovereign immunity or the Colorado Governmental Immunity Act, or any other defenses it may have to an action against the District, its officials or employees, nor a waiver of its insurance coverage.

These Rules and Regulations shall not be construed to hold the District in any manner responsible for any damages to persons or property resulting from any inspection as herein authorized or resulting from any failure to so inspect, or resulting from the issuance of court action as allowed by law, or the forbearance of the District to so proceed.

1.12 Officials Not Liable

Any District official or employee, charged with the enforcement of these Rules and Regulations, acting in good faith and without malice on behalf of the District in the discharge of their official duties, shall not thereby render themselves personally liable for any damages that may accrue to persons or property resulting from any such act or omission committed in the discharge of such duties. Any suit or proceeding instituted against such official or employee, stemming from any act or omission performed by them in the enforcement or attempted enforcement of any provision of these Rules and Regulations, shall be defended, indemnified and held harmless by the District until final termination of the proceedings. This section shall be construed in such a manner as to be consistent with the District's resolution indemnifying such officials and employees.

1.13 Not Liable for Work of Others

The District does not assume any liability for any work performed or failed to be performed by others. No claim shall be made against the District or any of its officers or employees on account of errors of omission or commission made by the District's licensees.

1.14 Indemnity

The user, contractor, and/or developer, as applicable, shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation, maintenance of, or work near, wastewater system facilities.

SECTION 2. DEFINITIONS AND ACRONYMS

2.1 Definitions

For the purpose of these Rules and Regulations, the following terms, phrases, acronyms, words, and their derivations shall have the meanings set forth below, regardless of whether they are capitalized. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory. May is permissive.

2.1.1 **ACCESSORY STRUCTURE OR SECONDARY USE STRUCTURE OR ACCESSORY DWELLING UNIT (ADU):**) : A use or structure that is located on the same parcel as the primary use or structure, clearly incidental, secondary and subordinate to the primary use or structure on the parcel; is devoted to the primary use or structure; is customarily found in conjunction with the primary use or structure; is not incompatible with the primary use or structure; and is subordinate in purpose to the primary use or structure.

2.1.2 **ACT OR THE ACT.** The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 3 U.S.C.1251 *et seq.*

2.1.3 **APARTMENTS/CONDOS.** A building or complex of buildings containing a group of residences with shared heating & plumbing, shared access hallways, with single land ownership on a master water meter.

- 2.1.4 **APPLICANT.** Any person, firm, corporation, association, or agency who desires to obtain sewer system service from the District.
- 2.1.5 **APPROVAL AUTHORITY.** The District Manager or their designated agents or representatives.
- 2.1.6 **AREA MEDIAN INCOME (AMI).** means the median income for Gunnison County adjusted for household size, as established and defined in an annual schedule published by the U.S. Department of Housing and Urban Development (HUD). **AS-BUILTS.** The surveyed data and final detailed drawings of the actual construction of the installed sewer system and/or service lines.
- 2.1.7 **AUTHORIZED REPRESENTATIVE.** (a) A user who is: (1) a principal executive officer of at least the level of vice president, if the user is a corporation; (2) a general partner or proprietor if the user is a partnership or proprietorship, respectively; (3) a duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates. (b) Any person designated by the District to act on its behalf.
- 2.1.8 **BACKFILL.** the dumping of earthen materials into excavated holes, or covering exposed features with soil. This can be done to protect features, or to level ground for construction of a road or building. Excavated dirt or soil used to refill a trench or hole.
- 2.1.9 **BIOCHEMICAL OXYGEN DEMAND.** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at twenty (20) degrees centigrade expressed in terms of weight and concentration milligrams per liter (mg/l).
- 2.1.10 **BEDDING.** Dirt/soil that surrounds a pipe after installation.
- 2.1.11 **BOARD OF DIRECTORS or BOARD.** The Board of Directors of the Gunnison County Water and Sewer District, which is composed of the Board of County Commissioners of Gunnison County.
- 2.1.12 **BUILDING DRAIN.** That part of the lowest horizontal piping of an internal sewer system which receives the discharge from waste and other drainage inside the walls of the building 5' outside the outer face of the building wall.
- 2.1.13 **UTILITY INVESTMENT FEE (UIF).** A fee assessed on new construction, new connections, or any increase in use of sewer through existing connections that cause an increase in Factor Units, used to pay for the incremental maintenance and expansion of capital improvements necessary to serve sewer service demand.
- 2.1.14 **CATEGORICAL INDUSTRY.** One of the industries for which the E.P.A. has established or is in the process of establishing categorical pretreatment standards.
- 2.1.15 **CLEAN OUTS.** Access points to a pipe system. A pair of clean outs with access directed to both the sewer main and the connected property is required at the property line or other location approved by an authorized District representative.

- 2.1.16 CODE OF FEDERAL REGULATIONS (CFR). Code of Federal Regulations as amended or as it may be subsequently amended.
- 2.1.17 CONTRACTOR. Any person, firm or corporation approved by the District to perform work on and to furnish materials to District facilities.
- 2.1.18 CONTROL AUTHORITY. The District Manager or his/her designated agents or representatives.
- 2.1.19 COOLING WATER. Water to which the only pollutant added is heat.
- 2.1.20 DEFLECTION TEST. A test that is conducted by pulling a solid pointed mandrel with a diameter equal to 95% of the pipe diameter through the completed pipeline.
- 2.1.21 DEVELOPER. Any person, corporation, partnership, joint venture, local governmental entity or other entity preparing land within the District for the construction of buildings or facilities and who will be constructing, rebuilding, remodeling, or otherwise changing the demand for services within or outside the boundaries of the District.
- 2.1.22 DIRECT DISCHARGE. The discharge of treated or untreated wastewater directly to the waters of the State of Colorado.
- 2.1.23 DISTRICT. The Gunnison County Water and Sewer District, the Board of Directors of the Gunnison County Water and Sewer District, the District Manager or a person designated by the Board of Directors or the District Manager to act on behalf of and for the District.
- 2.1.24 DISTRICT MANAGER. The Deputy County Manager for Public Works of Gunnison County.
- 2.1.25 DOMESTIC OR SANITARY SEWAGE OR WASTEWATER. Liquid waste (a) from the noncommercial preparation, cooking and handling of food, or (b) containing by-products of washing, laundry and household cleaning found in a normal household, or (c) containing only human excrement and similar matter from the sanitary conveniences of dwellings, commercial buildings, industrial facilities, and institutions or combination thereof.
- 2.1.26 EASEMENT. a conveyance or reservation of an incident of ownership in real property for one or more specific purposes, public or private.
- 2.1.27 EXTENSION. Any pipeline construction that adds to or extends or lengthens an existing District sewer main including lateral and intercepting sewers.
- 2.1.28 FATS, OIL OR GREASE (FOG). Any hydrocarbons, fatty acids, soaps, fats, waxes, oils and any other material that is extracted by Freon solvent, as specified in 40 CFR 136.3.
- 2.1.29 FINAL ACCEPTANCE. That point in time when the sewer lines and appurtenances constructed by others have been finally accepted by the District, as further described in Section 5 of these Rules and Regulations.
- 2.1.30 FOOD PREPARATION ESTABLISHMENTS. Any establishment that cooks or prepares food that is sold to or served to customers or patrons of that establishment for consumption either on or off premises.

- 2.1.31 **GARBAGE.** Solid waste from domestic and commercial preparation, cooking and dispensing of food and from handling, storage, and sale of produce. Properly ground garbage shall mean the wastes from the preparation, cooking, and dispensing of foods that have been ground to such a degree that all particles will be carried freely under the flow conditions normally prevailing in sewers and with no particles greater than 1/2" in any dimension. All floatable objects such as FOG, plastics or other prohibitive discharges must be removed from the waste stream before being discharged to the sewer system.
- 2.1.32 **GREASE INTERCEPTOR.** A passive interceptor having a rated flow exceeding 50 gallons per minute and is located outside of the building. This device separates and retains fats, oil, grease and other solids from the building while permitting wastewater to discharge to the sewer. Such devices must be designed by a Colorado licensed engineer, architect or approved by CDPHE
- 2.1.33 **GREASE TRAP.** A passive interceptor having a rated flow of less than 50 gallons per minute and may be located inside or outside of the building. This device separates and retains fats, oil, grease and other solids from the building while permitting wastewater to discharge to the sewer. Such devices must be designed by a Colorado licensed engineer, architect or approved by CDPHE.
- 2.1.34 **GROUNDWATER.** Underground water or referred to as the water table.
- 2.1.35 **HARMFUL WASTE.** Any solid, liquid, or gaseous substances, the discharge of which would violate these Rules and Regulations.
- 2.1.36 **HOLDING TANK WASTE.** Any waste from holding tanks including but not limited to vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.
- 2.1.37 **HOTEL, MOTEL, LODGE.** A building designated, intended or used for rental occupancy as the transient or temporary lodging place of five or more people who are lodged with or without meals.
- 2.1.38 **INDIRECT DISCHARGE.** The discharge or the introduction of non-domestic pollutants from any source regulated under Section 307(b), (c), or (d) of the Act, (33 U.S.C. 1317) into the collection system (including holding tank waste discharged into the system).
- 2.1.39 **INDUSTRIAL USER.** A source of indirect discharge, which contains non-domestic wastes.
- 2.1.40 **INDUSTRIAL WASTEWATER.** The liquid wastes from industrial manufacturing processes, trades or businesses as distinct from domestic or sanitary wastes. This wastewater may contain pollutants, elements and compounds such as but not limited to petroleum products, acids, solvents, salts and metals.
- 2.1.41 **SEWER INFILTRATION.** Groundwater, storm water, or other sources of inappropriate water that leaks through the walls of the sewer line, through damaged pipes, or manholes, and drains into a collection system. Inappropriate water is from sources other than sanitary fixtures and drains.

- 2.1.42 **INFLOW.** Water entering sanitary sewers from inappropriate connections is called inflow. Typical sources include sump pumps, roof drains, cellar drains, yard drains, and storm drains. An inappropriate connection lets water from sources other than sanitary fixtures and drains to enter the sanitary sewer system.
- 2.1.43 **INITIAL ACCEPTANCE.** That point in time when sewer lines and appurtenances constructed by others have been initially accepted by the District, subject to the 2-year warranty period.
- 2.1.44 **INSPECTOR.** The District's duly authorized representative(s).
- 2.1.45 **INTERCEPTOR.** Refers to any grease interceptor, grease trap, oil separator or sand separator.
- 2.1.46 **INTERCEPTING SEWER.** A pipe or conduit that receives sewage from two or more lateral sewers.
- 2.1.47 **INTERFERENCE.** The inhibition or disruption of the sewer system processes or operations that contributes to a violation of any District requirement.
- 2.1.48 **LATERAL SEWER LINE.** A pipe or conduit that receives sewage from 1 or more service lines and has no other lateral sewer discharging into it.
- 2.1.49 **LINE EXTENSION AGREEMENT (LEA).** Written legal documents between the District and developer that deal with offsite sewer construction that brings sewer service to a legal parcel and how the developer may be reimbursed for the cost of construction of pipeline.
- 2.1.50 **LIVING UNIT.** A house or dwelling that is a structure or the part of a structure or space that is used as a home, residence, or sleeping place by one person or more people who maintain a common household.
- 2.1.51 **MANHOLE VACUUM TESTING.** A test of a manhole to check the ability to hold vacuum and is determined by the ability to hold vacuum at 10 in/Hg for one (1) minute with no more than one half (½) in/Hg leakage.
- 2.1.52 **MAXIMUM EXTENT FEASIBLE** means that all practical efforts to comply with the regulations or minimize potential harm or adverse impacts have been undertaken and that no feasible and prudent alternative exists. Economic factors may be considered but shall not be the overriding or dispositive factor in determining whether no feasible and practical alternative exists in a particular situation.
- 2.1.53 **MIXED USE.** A combination of residences and commercial space in the same building or development. Each building is assessed individually if part of a development.
- 2.1.54 **SERVICE CHARGE (SC).** A recurring fee for use of the sewer system.
- 2.1.55 **NATIONAL CATEGORICAL PRETREATMENT STANDARD.** Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 207 (b) and (c) of the Act (33 U.S.C. 1347), which applies to a specific category of industrial users.

- 2.1.56 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES). The program for issuing, conditioning, and denying permits for the discharge of pollutants from point sources into navigable waters of the contiguous zone and the oceans pursuant to Section 402 of the Act (P.L. 95-217, 33 U.S.C. 1342).
- 2.1.57 NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT. A permit issued pursuant to Section 402 of the Act (P.L. 95-217, 33 U.S.C. 1342).
- 2.1.58 NATIONAL PROHIBITIVE DISCHARGE STANDARD OR PROHIBITIVE DISCHARGE STANDARD. Any regulation developed under the authority of Section 307(b) of the Act and 40 C.F.R. 403.5.
- 2.1.59 NON-RESIDENTIAL. Facilities that include, but are not limited to commercial, industrial, schools, churches, hotels, motels, governmental buildings and all other building uses except for residences.
- 2.1.60 OIL SEPARATOR. A device that separates and retains oil, grease and flammable wastes while permitting wastewater to discharge to the sewer.
- 2.1.61 ON-SITE WASTEWATER TREATMENT SYSTEM. An absorption system of any size or flow or a system or facility for treating, neutralizing, stabilizing, or dispersing sewage generated in the vicinity, which system is not a part of or connected to a sewage treatment works.
- 2.1.62 OUTSIDE DROP MANHOLE. A vertical pipe on the outside of a manhole that conveys sewage when the grades of the pipe are more than 2' vertical separation.
- 2.1.63 PERMIT. Written permission from the District to connect a service line to the sewer system and discharge sewage. Also known as an application...
- 2.1.64 pH. The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.
- 2.1.65 POINT REPAIR. A repair to a damaged sewer pipe at 1 particular point.
- 2.1.66 POLLUTANT. Includes but is not limited to any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, explosives, chemical wastes, corrosive substances, biological materials or nutrients, radioactive materials, heat, malodorous substances, wrecked or discharged equipment, rock, sand, slurry, cellar dirt, untreatable waste or industrial, municipal, and agricultural waste discharged into water or with water or a material or substance that contaminates air, soil, or water.
- 2.1.67 PRESSURE TEST. A test performed on the pipe to check the ability to withstand pressure when charged with air. The pipe should hold 4 psi for 3 minutes with no more than 1/2 psi drop.
- 2.1.68 PRETREATMENT OR TREATMENT. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a publicly owned collection system. The reduction or alteration can be obtained by physical, chemical or biological processes or other means.

- 2.1.69 **PRETREATMENT REQUIREMENTS.** Any substantive or procedural requirement related to pretreatment, other than categorical pretreatment standard imposed on an industrial user and shall include conditions of a wastewater discharge permit.
- 2.1.70 **PRETREATMENT STANDARDS.** All applicable federal rules and regulations implementing Section 307 of the Act (33 U.S.C. 1317), as well as any non-conflicting state or local standards. In cases of differing standards or regulations, the more stringent standard or regulation shall apply.
- 2.1.71 **PRIORITY POLLUTANTS.** Any of the various toxic compounds that can reasonably be expected in the discharges from industries as determined by the EPA, pursuant to Section 307(a) of the Act (33 U.S.C. 1317(a)).
- 2.1.72 **PUNCH LIST.** A list of corrective actions needed on a construction project.
- 2.1.73 **RECEIVING WATERS.** Any lakes, rivers, streams, or other surface or subsurface watercourses, which receive treated or untreated wastewater.
- 2.1.74 **RESIDENCE.** A structure or any part of a structure designed for residential purposes having one or more rooms, not more than one kitchen, and at least one bathroom, that is designed for long-term occupancy by one or more persons for living and sleeping purposes, and that may or may not be placed on a permanent foundation. In addition, residences include factory-built housing, and alternative construction including, but not limited to, yurts, tepees, or plastic units that comply with the requirements of this *Resolution*, and, as applicable, with standards of the applicable building code, adopted and amended by Gunnison County. Vehicles, excluding mobile homes, but including recreational vehicles, shall not be considered to be habitable residences.
- **DETACHED SECONDARY RESIDENCE** means a secondary residence that is physical separate from the primary residence.
 - **DUPLEX** means a single building that contains two residences.
 - **INTEGRATED SECONDARY RESIDENCE** means a secondary residence that is structurally integrated within, and has an internal access to a single-family residence.
 - **MULTIPLE-FAMILY RESIDENCE** means a building that contains three or more residences, but not including hotels, motels, or lodges.
 - **PRIMARY RESIDENCE** means the largest single-family residence on a parcel.
 - **SECONDARY OR ACCESSORY RESIDENCE** means a residence that is an accessory structure to a primary residence, except this shall not include a secondary structure intended only for sleeping.
 - **SINGLE-FAMILY RESIDENCE** means a building that contains one residence.
- 2.1.75 **SAND SEPARATOR OR SAND TRAP.** A device that separates and retains heavy solids while permitting wastewater to discharge to the sewer.
- 2.1.76 **SANITARY SEWER.** A sewer which carries sewage and to which storm, surface and ground water are not intentionally admitted including the pipe or conduit system and appurtenances for the collection, transportation, pumping, and treatment of sewage.

- 2.1.77 SERVICE AREA. The legal boundaries of the District and properties served by the District.
- 2.1.78 SERVICE CONNECTION PERMIT. Written authorization from the District to connect to the sewer system.
- 2.1.79 SERVICE LINE. That portion of a sewer line intended for discharging wastewater into the sewer system commencing at a dwelling or structure and terminating at the main or lateral sewer line.
- 2.1.80 SEWAGE. Wastewater and other wastes generated and discharged into the sewer system by the users of the District facilities. May also be referred to as Wastewater.
- 2.1.81 SEWAGE TREATMENT PLANT. The area and facility used to remove or alter the objectionable constituents of the sewage.
- 2.1.82 SEWER. A pipe or conduit for carrying sewage.
- 2.1.83 SEWER SYSTEM. All facilities owned and/or operated by the District and used for collecting and conveying sewage. Excludes service lines. See also Sanitary Sewer, and Sewer.
- 2.1.84 SEWER MAIN. That portion of the sewer system used for the collection and transportation of wastewater to treatment facilities and which has been installed for the express purpose of allowing service connections to be made thereto.
- 2.1.85 SHORT TERM RENTAL. A lodging use of a furnished dwelling unit, or portion thereof, for less than six months per rental. Guests may have full access to kitchen facilities. Hotel, Motel, Lodge rooms, B&Bs and/or Inns are not considered a short-term rental.
- 2.1.86 SIGNIFICANT INDUSTRIAL USER. Any industrial user of the sewer system that:
 - 2.1.86.1 is subject to categorical pretreatment standards, or
 - 2.1.86.2 has a discharge flow of 25,000 gallons per average work day or more process wastewater to the sewer system (excluding sanitary, non-contact cooling and boiler blow-down wastewater), or
 - 2.1.86.3 has a flow greater than 5% of the average dry-weather hydraulic or organic capacity of the collection system, or
 - 2.1.86.4 has in the discharge toxic pollutants as defined pursuant to Section 307 of the Act, of State Statutes and Rules, or
 - 2.1.86.5 is designated as such by the control authority, Colorado Department of Public Health & Environment (CDPHE), or the U.S. Environmental Protection Agency (EPA) on the basis that the industrial user has a reasonable potential for adversely affecting the sewer system's operation or for violating any pretreatment standard or requirement.
- 2.1.87 SLUG LOAD. Any pollutant, including oxygen demanding pollutants, released in a discharge at a flow rate and/or polluted concentration, which will cause interference with the sewer system.

- 2.1.88 SMOKE TEST. A test that is used to determine the extent and location of exfiltration or leaks on a pipeline.
- 2.1.89 SOLID WASTE DISPOSAL ACT (SWDA). 4 U.S.C. 6901. *et seq.*
- 2.1.90 STANDARD INDUSTRIAL CLASSIFICATION (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President's Office of Management and Budget 1972, including all revisions to date.
- 2.1.91 STORM SEWER. A sewer that carries only storm, surface and groundwater drainage.
- 2.1.92 STORM WATER. Any flow occurring during or following any form of natural precipitation and resulting from and includes but is not limited to water from roofs, streets and other areas.
- 2.1.93 STUB-OUT. A length or segment of pipe extended from a manhole, trunkline, lateral line, intercepting line or main line that has no discharger connected to it and is for either a future sewer system connection or a service, or lateral connection.
- 2.1.94 SUBDIVISION OR SUBDIVIDED LAND. Any parcel of land that is divided into two or more parcels, separate interests, or interests in common, or is to be used for condominiums, townhomes or townhouses, apartments, or any other multiple-dwelling units, unless the previous subdivision of such land was accomplished pursuant to a Land Use Change Permit that complied with the requirements of this Resolution, or the County's land use regulations in effect at that time, with substantially the same density; or unless expressly exempted within this definition. As used in this definition, "interests" includes any and all interests in the surface of land but excludes any and all subsurface interests.
- The terms "subdivision" and "subdivided land" shall not apply to any division of land that creates parcels of land each of which comprises 35 or more acres of land and none of which is intended for use by multiple owners.
- 2.1.95 TAP. The physical connection point where the service line connects to the main sewer line.
- 2.1.96 TAPPING. The physical act of connecting a service line to the sewer system.
- 2.1.97 TOWNHOME. A residence attached to other residences with one or both sides sharing common walls, depending on whether the unit is in a center or end position, erected as single buildings on adjoining lots, each residence being separated from the adjoining unit or units by a party wall or walls extending from the basement floor to the roof along the dividing lot line. Townhomes can be grouped together as small units, such as duplexes or triplexes, or they can be parts of a larger complex
- 2.1.98 TOXIC POLLUTANT. Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provision of Section 307(a) of the Act or other acts.
- 2.1.99 TRUNKLINE. A pipe or conduit that receives sewage from two or more lateral sewers.

- 2.1.100 UNAUTHORIZED CONNECTION. Any connection to the sewer system without a District authorized tap.
- 2.1.101 USER. Any person, property owner, lessee, or entity who contributes, causes, or permits the contribution or introduction of wastewater into the sewer system.
- 2.1.102 WASTEWATER. The combination of the liquid and water-carried industrial or domestic waste from facilities including but not limited to residences, commercial buildings, industrial facilities, and institutions including cooling water, which is contributed into or permitted to enter the publicly owned collection system. May also be referred to as Sewage.

Definitions in conflict will defer to the current LUR definition.

2.2 Acronyms

- 2.2.1 ADU – Accessory Dwelling Unit
- 2.2.2 BOD - Biochemical Oxygen Demand
- 2.2.3 CDPHE – Colorado Department of Public Health and the Environment
- 2.2.4 CFR - Code of Federal Regulations
- 2.2.5 UIF - Utility Investment Fee
- 2.2.6 CRS – Colorado Revised Statutes
- 2.2.7 EPA - United States Environmental Protection Agency
- 2.2.8 FOG – Fats, Oil and Grease
- 2.2.9 LEA - Line Extension Agreement
- 2.2.10 SC – Service Charge
- 2.2.11 PLS – Professional Land Surveyor
- 2.2.12 POTW - Publicly Owned Treatment Works
- 2.2.13 PVC - Polyvinyl Chloride
- 2.2.14 SIC – Standard Industrial Classification
- 2.2.15 TSS - Total Suspended Solids
- 2.2.16 LUR – Current adopted and revised (Gunnison County) Land Use Resolution

SECTION 3. OBLIGATIONS AND RESPONSIBILITIES

3.1 District Ownership

Except as otherwise provided in these Rules and Regulations, all existing and future wastewater system facilities connected with and forming an integral part of the sewer system, excluding service, and identified private collection systems, shall become and are the property of the District. The District shall be responsible for maintenance, repair and reconstruction of such property, including wastewater mains, at its cost, unless the situation necessitating such repair or reconstruction is the result of a change or enlargement of use, abnormal use or damage to such

facilities, in which case such repair or reconstruction will be done at the expense of the person responsible for such abnormal use or damage. Said ownership will remain valid regardless of whether such property is constructed, financed, or paid for by other persons or otherwise acquired by the District. No other persons, except those authorized by the District, shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the sewer system.

As further described in these Rules and Regulations, developers who have completed construction of sewers shall, before these sewers are accepted by the District for service, convey title to these sewers and appurtenances to the District through a bill of sale, except for service lines, and any necessary easements shall be conveyed to the District, free and clear of all liens and encumbrances.

In the event a special district is formed by an applicant inside or outside of this District for the purpose of financing sewer collectors and appurtenances, the applicant shall agree that such transfer by bill of sale shall take place when the subject sewers and appurtenances are free of all liens and encumbrances incurred by said special district, and that in the interim period between acceptance for use and transfer to the District, the District shall be allowed to consider these sewers and appurtenances as though they had been transferred by bill of sale or other instrument. That is, the District shall have, without limitation, the discretion to determine who may use the sewer system, conditions of use, and rates, tolls and charges to be paid.

Sewer interceptors, trunklines, and laterals that make up the sewer system, as well as lift stations and force mains therein, are owned by the District. Gravity sewer lines owned by the District are typically 8" in diameter or larger. Force mains owned by the District serve multiple users. It is the District's responsibility to operate and maintain the sewer system.

Service lines on private property shall be installed, owned, and maintained by the owner of the building or property they serve. Lift stations that pressurize a service line are also installed, owned, and maintained by the owner of the building or property they serve.

3.2 District Obligation

The District was organized to provide sanitary sewer service to residents, businesses and other facilities within the District's service area. All property to which sewer service is provided by the District shall be part of or included within the District., except as provided in Section 5.16 of these Rules and Regulations. Inclusion into the District does not guarantee that sanitary sewer service will be immediately available nor that it will be available at a specific time or when requested by the user. However, it is the goal of the District to:

- 1) Consider for inclusion into the District all petitioning properties
 - 3.2.1 Build and maintain facilities to adequately supply service to all residential and non-residential users in the District service area, provided that it is practical and feasible to do so.
 - 3.2.2 Provide sanitary sewer service in a cost-efficient manner, consistent with county, state, and federal laws to residential and non-residential users of the District.

Provision of sanitary sewer service is contingent upon the capacity of the District's facilities to provide such service.

3.3 District Responsibility

The District is responsible for the collection of sewage from legally connected users within the District and for maintenance, repair and replacement of all facilities finally accepted by the District in accordance with section 5 of these Rules and Regulations, except for service, lateral, and/or trunk lines, private wastewater facilities, and/or building drains owned by the dischargers. The District shall not be liable or responsible for an interruption of service brought about by circumstances beyond the District's control.

3.4 Right of Entry for Inspections

Any duly authorized employee, representative and/or agent of the District, bearing proper credentials and identification, shall be permitted to enter upon all property within the district at reasonable times, without interference, for the purpose of inspecting, observing, measuring, sampling and testing sewer infrastructure, in accordance with the enforcement and administration of these Rules and Regulations. Justified entry into structures must be arranged in advance with the property owner or tenant.

SECTION 4. RATES, TOLLS, AND CHARGES

4.1 Amounts Set by Board

The Board shall set the amount of the rates, tolls and charges provided for in these Rules and Regulations by resolution, and the Board may amend the same from time to time.

4.2 Utility Investment Fee (UIF)

4.2.1 Generally

An applicant for sewer service shall pay the UIF when the service is approved by the District. The UIF shall be in addition to all other applicable rates, tolls and charges provided for in these Rules and Regulations. The UIF shall not be rebated or refunded, in whole or in part. A UIF is charged for each individual unit requesting service in accordance to the current fee resolution.

4.2.2 Exemption for Low, Very Low, or Moderate-Income Housing

The Board may by resolution grant an exemption for a percentage of the UIF for the development of low, very low, or moderate-income housing.

4.2.3 Calculation of the UIF

The UIF shall be calculated based on the size of the potable water meter size as determined in the current fee resolution.

4.3 Changes in Use

Upon notification that a change in use of the property or structure is planned, the District Manager or his/her designee shall review the then-current assessed factor unit and notify the user in writing of the Factor that will be assessed for the proposed use. Should the change in use result in a reduction in the assessed Factor, the District shall not refund any monies. Should the proposed use result in an increase in the assessed Factor, the user shall make payment of the

additional UIF immediately and prior to receiving a building permit or land use development permit. Service charges will reflect the assessed Factor for the new use, whether more or less than the prior use. A user may request a reassessment be performed at the discretion of the Board.

4.4 Temporary Connections

Temporary connections to the sewer system are intended for temporary situations where purchase of a tap and payment of the full UIF for a short period of service is not practical on behalf of the applicant. An applicant may request a temporary connection to the sewer system by leasing capacity in lieu of paying a UIF. If approved by the Board, in its sole discretion, a temporary connection charge will be imposed, in addition to the service charge.

4.5 Beneficial Use Requirement

All installed taps must be put to beneficial use (service) within 1 year following either payment of the UIF or completion and availability of District sewer system infrastructure necessary to accept sewage from such tap(s), whichever is later. Pre-taps installed at the request of the owner are subject to this section unless specified in writing. Users who do not put their installed taps to beneficial use within such time period shall pay the difference between the UIF actually paid and the UIF in effect at the time the tap is put to beneficial use.

4.6 Service Charge

In every case where the District furnishes sanitary sewer service to property, the District shall be paid for this service. The SC for sanitary sewer service shall be calculated as described in these Rules and Regulations. The Board may set a higher SC rate for service provided outside the District's service area.

Service charges become due and will be invoiced commencing when the user places the tap into service. The billing cycle is quarterly. Payment is due on the 20th day of the following month and is delinquent if not received within 5 days following the due date.

4.7 Non-Residential Users

Non-residential users may be reviewed on a periodic basis to determine the quantity of sewage collected, and the ability of the District's facilities to collect this sewage. The Board, in its discretion, may impose an additional surcharge to compensate the District for excessive consumption of sewer system capacity and/or reimbursement of expenses related thereto.

4.8 Availability of Service Charge

An Availability of Service charge is assessed on properties within the District that lie within 400' of a District sewer main, but do not have an installed tap to the District system. A property may or may not have a district installed service pre-tap extended to it. A map indicating this area will be maintained and available upon request.

4.9 Line Extension Charge

Whenever the District extends a sewer to serve a particular area, the users that connect to such extension shall pay a line extension charge to reimburse the District for costs related to the extension. The basis or formula for calculating the line extension charge shall be set by the Board when the extension is authorized. The line extension charge shall be in addition to other rates, tolls and charges imposed by the District, including but not limited to UIFs.

4.10 Plan Review Charge

A plan review charge shall be collected with the submittal of any application that requires the District to review plans in connection therewith. The user shall be responsible for costs of the District that exceed the plan review charge.

4.11 Inspection Charge

The inspection charge is included in the UIF for inspecting service lines and supervising the physical connection to the sewer system. There will be a supplemental charge for each additional inspection required due to failure of the user to have the facilities ready for the requested inspection.

4.12 Unauthorized Connection

Any user that connects to the sewer system without a District-authorized tap shall be charged an amount equal to twice the UIF plus all other applicable charges and/or legal fees that have accrued since the time of the unauthorized connection and may remain if the connection was made in conformance with these Rules and Regulations and/or Construction standards. If the connection was not made in conformance with these rules and regulations and/or construction standards, the connection must be fully removed and reinstalled in conformance with these rules and regulations and construction standards. Charges for an unauthorized connection may be waived, in whole or in part, by Board action.

4.13 Excessive Pollutant Charge

Any non-residential, commercial or industrial user that discharges wastewater having an average daily concentration of (1) BOD greater than 250 mg/L; (2) TSS greater 220 mg/L; or (3) FOG greater than 100 mg/L shall be subject to an additional charge calculated in accordance with this section.

Non-residential users whose wastewater discharge is regulated by a duly issued permit, shall use the concentration of BOD, TSS and FOG reported in their discharge monitoring reports required under these Rules and Regulations to determine the applicable surcharge rate.

Non-residential users of the sewer system not issued an industrial wastewater discharge permit shall use the average quarterly concentrations of BOD, TSS and FOG discharged to determine the applicable surcharge rate, if such discharges have been monitored by the District, which the District may do in its sole discretion. If the District has not monitored the discharges, the established industry standard concentrations for wastewater constituents shall be used to determine the applicable surcharge rate.

4.14 Charges for Violation of Rules and Regulations, Order, or Permit.

4.14.1 Daily Charge Per Violation

Any user who has violated or continues to violate any of the provisions of these Rules and Regulations, or any order or permit issued hereunder, and who has been served a notice of violation pursuant to Section 11.2 of these Rules and Regulations, shall be liable to the District for a charge of not more than \$1,000 per day, per violation for as long as the violation continues. Each day on which non-compliance occurs or continues shall constitute and be deemed a separate and distinct violation.

4.14.2 Reimbursement of Expenses

Any user violating any provision of these Rules and Regulations shall be liable to the District for reimbursement of any and all costs and expenses incurred by the District in connection with such violation, including but not limited to reasonable attorney's fees, court costs, sampling and monitoring expenses, the costs of managing effluent or sludge due to a user's discharge of pollutants, costs related to correcting an obstruction, other damage caused by a user's wastewater, or costs associated with correcting the violation.

4.14.3 Inflow and Infiltration (I/I) Fee.

Any parcel of real property whose use of the sewer system causes the excess flow of inappropriate water into the sewer system; whose owner or occupant connects sump pumps, downspouts, and/or foundation drains that channel directly into sewer system pipes or whose owner or occupant permits the infiltration of groundwater into the sewer system due to cracked or leaking pipes and/or fittings, shall repair the I/I issue or be charged an Inflow and Infiltration (I/I) penalty in an amount necessary to reimburse the County the costs of remediation or mitigation of the I/I as determined by the County, as well as a penalty of \$15.00 per day until the I/I is mitigated to the satisfaction of the County. For private collections systems, the fee will be assessed based on the number of units or rooms on the entire private system.

4.14.4 Excessive Usage Fee

Any parcel of real property whose metered sewer service flow exceeds usage based on 75 gallon per day (gpd) per bedroom per each unit within a calendar month shall be charged a penalty of \$15.00 per day for excessive usage for the entire billing cycle. This fee will be assessed until a reduction in flow or a reassessment of the Factor occurs.

4.15 Additional Charges

Additional charges may be set or levied by the Board for the following:

- 4.15.1 Monitoring, inspections, and surveillance activities.
- 4.15.2 Processing permit applications.
- 4.15.3 Filing appeals.
- 4.15.4 Removing pollutants subject to federal pretreatment standards.
- 4.15.5 Reimbursement of costs for enforcement.
- 4.15.6 Attorney or legal fees.
- 4.15.7 As deemed necessary to carry out the requirements contained herein.
- 4.15.8 As determined by the Board

4.16 Collection; Nonpayment of Rates, Tolls and Charges

A Schedule of Rates is adopted each year as part of the budget process and is available in the Schedule of Fees Resolutions for each District. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option

of Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to C.R.S. 30-20-420, as amended.

Until paid, all such rates, tolls, and/or charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens. Pursuant to C.R.S. Ann. 30-20-402(1)(f), as amended, and other applicable authorities, Gunnison County reserves the right to seek and award of reasonable attorney fees and other costs of collection in any legal or other action the County deems necessary to collect any unpaid fees, rates, tolls, penalties and interest.

4.17 Request for Reconsideration of Charges; Hearing.

Any user that disputes a charge imposed by the District must file, within 10 days of receiving notice of such charge, a written request with the District for reconsideration of the charge. The District shall provide a written response within 30 days of receiving such request.

SECTION 5. CONNECTION TO THE DISTRICT

5.1 Use of Sewers Required

The owner(s) of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the District and abutting on any street, alley, sewer easement or right-of-way in which there is located a public sanitary or combined sewer within 400', is hereby required, at their expense, to install suitable toilet facilities therein, and to connect such facilities directly with the sewer system in accordance with the provisions of these Rules and Regulations within 90 days after date of official notice to do so. The deadline to connect such facilities as a result of an assessment project shall be within 30 days after the sewer is in operation and/or accepted by the governmental agency having jurisdiction over the sewer. All extensions and connections shall be in accordance with the practices and conditions hereinafter contained.

5.2 District's Power to Compel Connection

Unless otherwise agreed to by the Board, the owner(s) of all buildings, businesses or other premises situated within the District where domestic or industrial wastes or wastewater are generated, stored, or treated shall be required, at the owner(s) expense, to install suitable wastewater facilities therein and to make application for and to connect such facilities directly with the sewer system for the protection of the health, safety and welfare of the inhabitants and visitors of the District in accordance with the provisions of these Rules and Regulation, within 20 days after written notice is sent by registered mail to do so, provided that the public wastewater main is within 400' of the owner's property line, pursuant to § 31-15-709(1)(b), C.R.S.

If such connection is not commenced within such period and completed with reasonable diligence, the District may thereupon make such connection, and the property owner shall be liable for all expenses incurred by the District for the completion of the connection, including any unpaid connection rates, tolls and charges. The District shall also have a first and prior lien on the property for such amounts.

If a service line must cross another person's property in order to connect to the sewer system at the point designated by the District, and the owner is unable to obtain the easement(s) required for such service line, the District may, in its discretion, initiate proceedings to acquire such

easement(s). All costs incurred by the District in the prosecution of such proceedings including, without limitation, the amount determined to be payable as just compensation, reasonable attorney's fees, engineering and surveying fees, appraisal fees and expert witness fees, shall be paid by the owner of the property to be connected. The amount required to be deposited with the court in order for the District to obtain possession of the property included with the easement(s) shall be paid at that time by the owner of the property to be connected. The District shall have a first and prior lien on the property to be connected for all such amounts.

5.3 Connection to Sewer System

Connection to the sewer system must conform to these Rules and Regulations, Gunnison County Construction Standards, the *current Colorado Plumbing Code as amended and adopted by the Colorado State Plumbing Board*, and any applicable state and federal regulations. It is a State of Colorado requirement for new construction and properties deemed to have failing septic systems and within 400' of a main, connect to the District.

Each tap must be connected to the sewer system separately except: that a single-family residential dwelling and a single ADU located on a single lot may use 1 tap to connect to the sewer system with District approval. For planned developments, a private collection system engineered and designed to collect the planned development's sewage may use 1 tap to connect to the sewer system with District approval. In such case, the UIF and SC shall be calculated in accordance with the adopted fee schedule. Once connected to the sewer system pursuant to District authorization, no user shall discharge or allow to be discharged any wastewater except by a direct service connection to a District sewer main.

5.4 New Tap Connections

Any applicant for sewer service from the District shall pay the full cost of design, construction, and inspection of all connections, including but not limited to any necessary easements, rights-of-way, and permits from county, state or other governmental agencies, as are required for the District to provide service and to connect the applicant to the District's existing sewer system, unless otherwise provided by the District.

5.5 Sewer Improvements

Applicants within the area to be served by and, if necessary, included within the District must pay all costs associated with providing sewer service to the area, including their proportionate share of costs for enlarging or extending facilities within the District. Unless otherwise agreed to in writing, an applicant's share of costs of extending a main line shall be determined by dividing the total cost to construct the line by the number of lots in the area to be served.

5.6 Tap Transfer

No taps shall be transferred from one location or structure to another location or structure.

5.7 Discharge of Sewage

All sewage shall be discharged to sanitary sewers and all connections shall be authorized connections only. No person, entity or user shall discharge any sewage from any premises within the District into or upon any stream, water course, drainage channel, ditch, pond, lake, lagoon or public property or into any drain, cesspool, or storm sewer without first obtaining a permit.

5.8 Storm Water

Storm water and pumped ground water shall be routed out of the area via storm water and natural drainage systems wherever possible. Storm Water shall not be discharged into sanitary sewers.

5.9 Hazardous Waste

Any user that discharges into the sewer system a substance which, if otherwise disposed of, would be a hazardous waste as set forth in 40 CFR Part 261, shall comply with the requirements in 40 CFR Section 403.12(P).

5.10 Existing Sewer Lines

Existing sewer lines serving subdivisions which have subsequently been included within the District may be connected when they are found, upon examination and/or testing by the District to meet all the requirements of these Rules and Regulations. In the event that such requirements are not met for extensions of sewer lines, for reasons of public health, the District may make the necessary improvements and recover the costs thereof from the users connected to the faulty sewer line. Such costs may include, without limitation, attorney's fees, survey mapping, and replacement of any part of an existing facility. The District shall have a first and prior lien on the property of the users connected to the faulty sewer line for such costs.

5.11 Temporary Disposal Facilities

The District may permit the user to install temporary disposal facilities, provided that the user's case complies with all of the following conditions:

- 5.11.1 The sewer system is more than 400' from the user's property line.
- 5.11.2 Extension to the sewer system would create an unreasonable financial burden on the user.
- 5.11.3 A temporary private disposal system must be constructed in compliance with all applicable state and county health department requirements.
- 5.11.4 The user agrees by written agreement to extend a line to connect to the sewer system at a time and/or upon conditions agreed to between the District and the user. Such connection will require no additional UIF other than as provided above (unless required by a change in use).
- 5.11.5 The facility complies with the LUR.

5.12 Unauthorized Use

No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb the sewer system, or any portion thereof, without first obtaining written permission from the District.

5.13 Acceptance of Sewer Improvements by the District

When the sewer improvements within the area to be served and, if necessary, included within the District have been completed and approved by the District, all such facilities (excluding service lines) and any easements shall be conveyed to the District as described in Section 5. After initial acceptance of such facilities, the District shall operate and maintain the facilities at the expense of the District, subject to the 2-year warranty period described in Section 5; however, the District shall not forfeit any of its legal rights to collect reimbursement costs and other revenues from

users of the facilities. No connection to a new sewer main shall be permitted until the District has accepted the improvements.

5.14 District Not Responsible for Service Lines

Each user shall be responsible for constructing and maintaining the entire length of its service line to the tap at the main. Leaks, clogs, breaks, root intrusion, damage from the user, or missing, inadequate, or incorrect cleanouts in the service lines shall be repaired by the user within 72 hours from the time of notification of such condition by the District. Physical damage to service lines in the public right-of-way such as pipe crushing, boring through, or other damage shall be repaired by the person or entity that caused the damage.

5.15 District Not Responsible for Privately-Owned Wastewater Facilities

All privately-owned wastewater facilities, including but not limited to privately-owned sewer mains and privately-owned sewage lift stations are the responsibility of the user. The District shall have no responsibility or liability of whatsoever kind or nature for the design, construction, operation, maintenance or replacement of any such private facilities. If the District reviews the plans and specifications for any privately-owned facilities, the District does so for the limited purpose of assuring compatibility with the sewer system. By conducting such a review, the District shall not be deemed to have assumed any duty or responsibility for the sufficiency or adequacy of the design, operation, maintenance, or replacement of any privately-owned wastewater facilities.

5.16 Connection to Property Not in the District

The District may provide sanitary sewer service outside the District's service area upon request and at the sole discretion of the Board. In every case where the District furnishes such service, the District shall be paid pursuant to a service contract with the user. Such user shall be required to pay all rates, tolls and charges applicable to property within the District, an out-of-District service charge, and any costs incurred by the District to serve the user's property.

5.17 Dormant Accounts

Residential accounts are not eligible for inactive or dormant status. Commercial accounts are eligible for dormant status during seasonal closures only if closure dates are submitted to the District in writing in advance and there is 100% closure of the facility during that period. Opening during closed dates may result in payment of the SC for the entire closure period and a 2-year suspension of eligibility for dormancy status.

5.18 Voluntary Termination of Sewer Service

A user may request a voluntary termination of service and that the District "void" the tap providing such service. Voiding of a tap shall not be approved in favor of a less beneficial sewer treatment or management system. Any such action will be at the discretion of the District and in accordance with these Rules and Regulations, as well as applicable county and state regulations. If such a termination is accepted, the following conditions shall apply:

5.18.1 All current and past due rates, tolls and charges must be paid.

5.18.2 Any connection to the system that is to be "voided" or terminated shall be, at the sole expense of the user, capped at the property line and the remaining service line must be demonstrably watertight. All work relating to the disconnection and capping shall be inspected by the District.

- 5.18.3 If the user desires to reconnect the “voided” tap to the sewer system following the disconnection, the user must make a formal application with the District and remit to the District all applicable rates, tolls, and charges in effect at the time the reconnection application is requested.

SECTION 6. APPLICATION AND PERMITTING PROCEDURES

The procedures and guidelines for construction and acceptance of proposed wastewater collection systems within the District are the Gunnison County Land Use Resolution (LUR) and the following Rules and Regulations are the following procedures.

6.1 Extension of Sewer Collection Facilities; Individual Connections

No individual connections shall be made to the sewer system without the expressed written authorization of the District Manager. No person shall construct a sewer main or service line to be connected to the sewer system without:

- 6.1.1 Having made formal application to the Utility Manager for approval.
- 6.1.2 Having complied with all requirements and regulations of the Board, the Community Development Department, and Public Works.
- 6.1.3 Having received written authorization from the Utility Manager, or their designee to construct said main or line.

Any applicant for sewer service from the District shall pay the full cost of design, construction, and inspection of all extensions, exclusive of sewage treatment facilities, but including necessary easements, rights-of-way, and permits from County, State or other governmental agencies, as are required to provide service by the District and connect the applicant to the District's existing system, unless otherwise provided by the District.

6.2 Application Procedure

When a user requests sewer service, one of the following requirements must be met:

- 6.2.1 The parcel is within the District's service area; or
- 6.2.2 If the parcel is not within the District's service area, the user must make a request to the Board for a boundary change through the inclusion process or request out-of-District service pursuant to Section 5.16 of these Rules and Regulations.

All applicants seeking to connect to the sewer system shall make a formal application in writing in such form as the District may require. Prioritizations for applicant's connections will be considered in chronological order based on the date of the submitted request. Applications will be approved by the District if connection to the sewer system is feasible, practical, and desirable for the District. All service connections shall be at the permittee's expense, shall comply with all applicable provisions of this section and all applicable District standards and specifications, and shall be subject to all applicable rates, tolls and charges established by the District.

The procedures for each category are as follows:

- 1) Taps. The applicant of an approved tap must have service lines installed. The user is responsible for all costs that may be incurred by the District to complete the

installation, including but not limited to excavation, road repair, line locates, inspection, and materials. A sewer model may be required to determine if the collection system is able to accept the additional flows as determined by the District. The Utility Department must receive a receipt of the Utility Investment Fee payment notice from the county Finance Department before construction may begin.

- 2) Subdivision Taps. The applicant of taps for a subdivision shall submit plans in a form satisfactory to the District that are detailed enough to determine the location of service required, number of taps required at full buildout, and physical features that may affect service, together with the plan review charge set forth in Section 4.10 of these Rules and Regulations. A sewer model will be required to determine if the collection system is able to accept the additional flows.
- 3) Multiple Taps (Other Than a Subdivision). More than 1 tap may be purchased from the District if the purchase is for use on dwellings and structures that do not fall into the subdivision category. The determination of the limit on the number of taps that shall be sold to any given location without that location being deemed a subdivision shall be made by the District. A sewer model will be required to determine if the collection system is able to accept the additional flows.

6.3 Submission of Sewer Extension Plans to District

Prior to the initiation of construction by any applicant proposing to construct sewage collection facilities within a specific subdivision or development under Section 5 of these Rules and Regulations, the applicant shall submit construction plans and specifications to the District for review and approval, together with the plan review charge set forth in Section 4.10 of these Rules and Regulations. Such plans shall conform to the sewer design standards and specifications of the District.

No sewers shall be constructed within the District's jurisdiction until final plans and specifications have been approved in writing by the District. No sewers shall be accepted by the District or placed into operation unless they have been inspected and approved by the Inspector and it is determined that such sewers meet all requirements set forth in the sewer design and construction standards established by the District.

No excavation shall be started until all required permits and easements have been obtained.

6.4 Preliminary Design Plans

Upon preliminary approval, the plans along with the necessary revisions and comments by the District shall be returned to the developer. The developer shall incorporate the necessary revisions and return 1 set of plans with the design engineer's professional stamp and one most recent AutoCAD compatible electronic copy to the District for final review and approval. All drawing sets to be used for construction must have the design engineer's professional stamp and have the approval signature from the Inspector.

6.5 Right of Way Permits/Road Cut Permits

Any work in the Right of Way or the removal of pavement, sidewalks, driveways, or curb and gutter shall be performed only after all permits required by the Gunnison County and/or State are obtained. The contractor shall rebuild the road-base in accordance with applicable ~~town~~, county or state regulations on excavation, backfill, compaction and restoration of service, including the

Gunnison County Road and Bridge Standards. All excavation for all service lines shall be adequately guarded per the Manual of Uniform Traffic Control Devices so as to protect the public from hazard. Streets, sidewalks, parkways and other public and private property disturbed in the course of the work shall be restored to original condition or in a manner satisfactory to the District and any governmental entity or agency having jurisdiction over the surface or subsurface. No lines shall be covered until inspected as provided herein. Lines shall be covered or barricaded when no work is being performed.

6.6 Service Connection Permit Required

No person other than District personnel or other persons authorized by the District shall undertake maintenance and repair work on, uncover, open into, make service connections with, use, alter or disturb any portion of the sewer system or manhole covers without first obtaining written permission from the District.

6.7 Cancellation of Permits

The District reserves the right, in its sole discretion, for cost-related, lack of capacity, or other reasons, to deny any connection application, including connection or main line extension permits, at any time prior to connection to the sewer system.

6.8 Denial of Application for Service

The Board retains, in the Board's sole discretion and judgment, the right to deny an application for a connection permit when the granting of the application would not be in the best interests of the District or its residents and property owners. The factors that the Board may consider, not by way of limitation, include:

- 6.8.1 Whether sufficient District resources are available and will be available in the future to serve the development or construction proposed for the property;
- 6.8.2 The impact of the proposed service has a negative impact on the District's existing sewer system, transmission, and storage facilities;
- 6.8.3 The economic effect that the approval of the application would have on the District, its residents and property owners;
- 6.8.4 Whether the granting of the application would adversely affect the public health, welfare and safety of the District's residents and property owners; and
- 6.8.5 Other factors related to the request to provide such service.

There may be factors and aspects of an application that are unique to that application and are not recited above, and the Board retains the right to consider all factors related to an application and decide based thereon.

6.9 Line Extension Agreements (LEA)

Any time an applicant funds an extension of a sewer line or trunkline that will benefit property owners who are not currently receiving sewer service from the District, the applicant may be eligible for reimbursement from the property owners who will benefit from such extension, by and through execution of an LEA. Parties to the LEA shall be the District and any contributor to the cost of constructing the extension. The LEA shall contain all conditions and details of the reimbursements to the developer of the extension.

6.10 New Trunkline Development

When developing a new trunkline, it is the District's policy to accomplish the following tasks in the sequence indicated:

- 6.10.1 The District receives request from developer to build a new trunkline.
- 6.10.2 The developer funds an engineered capacity study on the sewer system.
- 6.10.3 The District analyzes known and anticipated flows from the proposed trunkline's contributing basin.
- 6.10.4 The District determines the size and alignment of the proposed trunkline.
- 6.10.5 The developer bonds for design and construction with the District.
- 6.10.6 The District authorizes the design and construction of the line extension.
- 6.10.7 Ownership is transferred to the District and the District accepts the trunkline into its system as described in Section 5.13.

6.11 Reimbursement When the District Participates in a Trunkline Extension

If the Board determines that it is in the best interest of the District to participate in the funding of a trunkline extension, the District may reimburse 100% of its contribution prior to any reimbursement to other participants in the funding of such line. However, in such event, the time within which the other participants may be entitled to reimbursements shall be 10 years from the date on which the District's contribution has been refunded.

6.12 Oversizing Reimbursement When Required by the District

Line oversizing is determined to occur whenever the District requires a trunkline being built to be of a greater diameter than that required to meet the needs of the development for which the trunkline is being built. The increase in the diameter of the pipe from the development's required size and the size required by the District is the oversized amount. This oversizing is normally required if and when a trunkline will serve other developments than that for which it is originally designed.

If the District requires a trunkline to be oversized and/or participates in a trunkline extension that is oversized, it shall be the policy of the District to pay for the cost of the oversizing.

If a developer pays for the oversizing of a trunkline without District participation, the developer may be eligible for reimbursement pursuant to a Line Extension Agreement, as further described in Section 6.9 of these Rules and Regulations.

6.13 Sewage Flow Measuring Instrument

Whenever, in the opinion of the District, the estimated expected amount of sewage produced does not accurately reflect the actual amount of influent produced by the user, the District may, in its sole discretion, elect to require the user to rent or purchase and install a suitable sewage flow measuring instrument. The user will be charged for sewage flow as indicated by the instrument for a set period of time or until flows reduce to the expected level.

6.14 Contractor Requirements

Any contractor that performs construction, maintenance or other services on District-owned equipment, property, easements or rights-of-way that are the responsibility of the District shall provide the District with the following documents and comply with the following requirements:

- 6.14.1 Certificate of insurance specifying liability coverage and naming the District as an additional insured.
- 6.14.2 Certificate of insurance specifying Workers Compensation coverage.
- 6.14.3 Where needed or required, OSHA-approved safety equipment and the proper number of personnel required for the safe operation of such equipment shall be utilized at all times. Examples include but are not limited to accessing manholes, open cut trenches and electrical cabinets.
- 6.14.4 Developers and contractors shall ensure that all work performed under their supervision is performed in accordance with OSHA standards. Developers and contractors shall be liable for any failure to comply with OSHA standards that results in any enforcement or compliance action or in injury or death to any person performing work under the developer and contractor's supervision.
- 6.14.5 Installer License issued by Gunnison County, as well as comply with any other requirements of Gunnison County.

SECTION 7. SANITARY SEWER DESIGN SPECIFICATIONS

7.1 General

7.1.1 Purpose

The purpose of the specifications section is to set forth the general criteria for the construction of sanitary sewer mains and appurtenances within the District service area. Any deviation from these specifications must be supported by documentation submitted to and approved by the District. The basis of design for all sewer projects shall comply with the Gunnison County Construction Standards as adopted.

7.1.2 Design Plans

New designs shall include consideration of providing service for the entire tributary area to the outfall point of the proposed section of sewer.

All plans for construction of new systems, extensions to new areas, or replacement of sanitary sewers and appurtenances must be submitted for review and approval by the District. The plans shall be designed by, or under the direct supervision of, an engineer licensed in the State of Colorado.

7.1.3 Flow Estimating

The following guidelines may be used for rough estimation of development sewer demands:

New sewer systems shall be designed on the basis of 100 gallons per day per capita. Minimum residential population density is computed using 2.7 persons per

household/residence. For a residential development, use the housing density of single-family homes per acre with 70% of the total acres being developed. For non-residential development, use the expected flow from the identified type of use based on AWWA standards.

7.1.4 Combined Sewers

Combined sewers are not permitted. Storm water and underdrains must be completely separated and isolated from the sanitary sewer system so there is no combination of the flows. No storm, sump pump, ground water, or other drains that are not sanitary sewage shall be intentionally introduced into the sewer system

7.1.5 Roadways and Easements

Where sewer mains are installed in roadways or easements they will ordinarily be located in the center unless otherwise approved. If a limited width easement is to be shared for water and sewer lines, appropriate offsets must be made to ensure a 10' horizontal separation is possible.

7.1.6 Potable Water Crossings

Sewer lines that parallel potable water lines shall be subject to approval by the District and/or other utility owner. In all cases, suitable backfill or other structural protection will be provided to preclude settling and/or failure of the adjacent or perpendicular crossings as described in the Gunnison County Construction Standards.

7.2 Design Criteria

7.2.1 Capacity Considerations

If required, the applicant shall be responsible to provide a sewer system hydraulic model that incorporates, but is not limited to, the following: Sewer capacities shall be designed for the estimated maximum population in a specific drainage area or area to be served. Consideration should be given to the maximum anticipated capacity of institutions, industrial parks, etc. Where future parallel sewers are planned, economic and engineering analysis of alternatives shall accompany initial permit applications.

In determining the required capacities of sanitary sewers, the following factors shall be considered:

- (a) Maximum hourly domestic sewage flow;
- (b) Additional maximum sewage or wastewater flow from non-residential dischargers;
- (c) Inflow and groundwater infiltration estimates;
- (d) Topography of area;
- (e) Location of existing pump stations;
- (f) Depth of excavation; and
- (g) Other factors determined by the District

7.3 Sewer Depth

In general, sewers should be sufficiently deep to receive sewage from basements and to prevent freezing; the typical minimum cover depth shall be 6' (feet), as measured from crown of pipe to ground surface. Where pipe has less than 6' of cover, provisions shall be made to protect pipe from impact, loading and freezing. Buoyancy of sewers shall be considered, and flotation of the pipe shall be prevented with appropriate construction where high groundwater conditions are anticipated.

7.4 Gravity Flow Design Criteria

7.4.1 Gravity Pipe Sizing

No gravity sewer main shall be less than 8" (inch) in diameter. Service lines from residences or other facilities to the District gravity sewer can be 4" or 6".

7.4.2 Gravity Pipe Slope

All gravity sewers shall be designed and constructed to give mean velocities, when flowing full, of not less than 2 feet per second utilizing the Manning's formula. Slope shall also not exceed a slope encouraging a velocity of greater than 10 feet per second.

7.4.3 Gravity Pipe Materials

All pipe materials and fittings shall meet the minimum requirements of ASTM D3034, SDR 35, latest revision for sizes up to 15" or shall meet ASTM F679, PS46 for sizes 18" and larger. Pipe stiffness for all pipe sizes shall be tested in accordance with ASTM D2412. Pipe shall be subjected to drop impact tests in accordance with ASTM D2444.

The design criteria above are only applicable for sewer pipe installations at less than 20' of depth. For installations greater than 20' in depth, use SDR 26 and PS 115 rated materials.

7.4.4 Steep Slope Considerations

Where sewers are to be installed on prevailing slopes in excess of 20% grade, anchors shall be provided per engineering recommendations.

7.5 Force Main Design Criteria

Installation of new lift stations shall be avoided where it is reasonably possible to convey flow by gravity. If the installation of a lift station is shown to be necessary, the design shall be reviewed and approved by the Utility Department. Residential lift stations shall not be the responsibility of the District. All lift stations under district control shall include a SCADA system compatible with the Districts existing architecture and provisions for standby power; the minimum provision for standby power shall be a transfer switch to allow connection of a generator, permanent generator installation may be required. All lift stations must be reviewed by a Colorado licensed engineer and CDPHE.

7.6 Inverted Siphons

Inverted siphon designs should be avoided where technically feasible. If no alternative design is possible, inverted siphons will require District review and approval. The design must be prepared by a licensed engineer and provide for a minimum velocity of 3 feet per

second under average flow conditions. All Siphons must be reviewed by a Colorado licensed engineer and CDPHE.

7.7 Service Connections

7.7.1 Service Line Sizing

Single-family residence service lines shall be SDR 35 gasketed 4" (inch) PVC. Multifamily and commercial services shall be sized based on the fixture count. All sanitary sewer service connections shall be a minimum of 4" diameter.

7.7.2 Location and Alignment of Service Lines

Sanitary sewer service lines shall be constructed on the shortest and straightest route possible. At no time shall the service line be closer than 5' to the side property line, and no service line may be constructed through or in front of any adjoining property, nor shall sewer services be connected directly into manholes, without District approval. When possible, the service line shall be located toward the low side of the lot. Service lines are not to be located in concrete areas or under driveways where possible. Water and sewer service lines must follow CDPHE regulations for separation and guarding.

7.7.3 Sump Connections Prohibited

Connecting a basement drain or pump to the sewer system is prohibited.

7.7.4 Service Stub-Outs

Service stub-outs shall be extended at least 10' into property and shall be plugged with a watertight cap.

Adjacent to the end of the service stub-out, a green fiberglass marking post (carsonite) or green painted 4X4 post shall be placed in a vertical position prior to backfilling with the tracer wire attached to it a minimum of 12" above grade. The contractor shall take measurements of distances from manholes to indicate location of service taps. This information will be conveyed to the drafter of the as-builts or to County staff. Sewer mains shall be laid through manholes at the end of cul-de-sacs to serve future development if needed. No lots shall be serviced by a manhole stub out. No sewer mains shall end with a cleanout. All mains shall end with a manhole.

7.8 Oil, Grease, and Grit Interceptors

Commercial and industrial users shall install appropriate interceptors for their respective needs to prevent conveyance of wastewater laden with excessive quantities of oil, grease, or grit. All interceptor units/designs shall be reviewed and approved by the District before construction, and the installation approved by the plumbing and/or building inspector.

The District reserves the right to inspect grease traps and interceptors at any reasonable time to ensure proper installation, maintenance, and cleaning. If it is determined that the maintenance or cleaning required to maintain operability of any oil, grease, or grit interceptor is not occurring, the District can compel the cleaning of the device immediately. If the District determines that its public collection system has been impacted, the owner is responsible for all remediation.

All grease traps and interceptors must meet the requirements of the current *Colorado Plumbing Code*.

7.8.1 Grease Traps and Interceptors for Food Service Facilities

All new or remodeled food service facilities, including but not limited to restaurants, bakeries, cafes, stores, churches, coffee shops, and other public meeting spaces, shall install and/or maintain an appropriately sized grease trap or interceptor. Sizing and design justifications shall be submitted for District review and approval.

7.8.2 Other Oil, Grease, and Grit Interceptors

Appropriate interceptors shall be required for all non-food service facilities that discharge significant quantities of oil, grit, or grease. These types of businesses include car washes and vehicle maintenance facilities. Sizing and design justifications must be designed by an architect or engineer and shall be submitted for District review and approval.

7.8.3 Notice, Failure to Comply

In the event that the provisions of this Article are violated, an authorized District official may cause to be served upon the owner, occupant or person in control of the property, either personally, by certified mail, or by posting on the premises, a notice requiring the owner or tenant to restore the functionality of the oil, grease, or grit interceptor within seventy-two (72) hours of such notice. The notice shall also state that failure to comply may result in the District affecting repairs and assessing costs and fines against the premises in violation.

SECTION 8. CONSTRUCTION OF SANITARY SEWERS

8.1 General

8.1.1 Details of Construction

All sanitary sewer construction within the sewer system and all service line construction connecting to the sewer system and repairs to existing facilities within the District shall be completed in accordance with these Rules and Regulations, District-approved plans, and/or the District's construction specifications as described in Gunnison County Construction Standards or as determined by the Board.

SECTION 9. ADDITIONAL PROHIBITIONS

9.1 False Statements

Making or filing with the District any statement, report or application which the person making or filing same knows or has reasonable cause to know is false or substantially inaccurate, or omitting any material fact in connection with such statement, report or application when the omission thereof leaves the remainder of the information given misleading or substantially inaccurate shall be a violation of these Rules and Regulations.

9.2 Tampering

Bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing or otherwise tampering with any portion of the sewer system, obstructing the flow of wastewater in the sewer system, or obstructing access to District facilities shall be a violation of these Rules and Regulations.

9.3 Right-of-Way/Easement Interference

Placing any prohibited plant or structure within the boundaries of any District right-of-way or easement shall be a violation of these Rules and Regulations.

9.4 Access to the Sewer System

Opening any manhole or entering any portion of the sewer system without authorization shall be a violation of these Rules and Regulations.

9.5 Infiltration

Knowingly permitting roof infiltration, storm runoff, or groundwater to enter the sewer system shall be a violation of these Rules and Regulations.

9.6 Escape of Wastewater or Sanitary Sewer Overflows (SSO's)

Permitting wastewater to escape from the sewer system shall be a violation of these Rules and Regulations.

9.7 Failure to Report

Failing to report damage to or alteration of any District facility, or any foreign materials or obstruction in the flow of wastewater in any District facility, shall be a violation of these and other County Rules and Regulations.

9.8 Failure to Notify of Use Changes

Failure to notify the District of any use change resulting in the need for a grease or sand interceptor, swimming pool permit, increased volume permit or any other significant process change shall be a violation of these Rules and Regulations.

9.9 Violation of Stop Work Order

Performing or continuing to perform any work in violation of a stop work order shall be a violation of these Rules and Regulations.

9.10 Failure to Provide Record Drawings

Failure to furnish record drawings of taps as installed shall be a violation of these Rules and Regulations.

SECTION 10. EFFLUENT DISCHARGE REGULATIONS

10.1 Effluent Discharge Policy

This section sets forth uniform requirements for direct and indirect contributors to the sewer system. The objectives of this section are as follows:

- 1) To regulate the collection of wastewater, so as to provide for maximum public benefit in regard to the health, safety and welfare of the residents of the District.
- 2) To prevent the introduction of pollutants into the District wastewater system which will interfere with the operation of the system or contaminate the resulting sludge.

- 3) To prevent the introduction of pollutants into the District wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system.
- 4) To improve the opportunity to recycle and reclaim from the systems.
- 5) To provide for equitable distribution of the cost of the District wastewater system.

10.2 No Unauthorized Discharge

Discharging or otherwise putting wastewater into the sewer system without District authorization, or discharging or putting any foreign materials or wastewater into the sewer system, shall be a violation of these Rules and Regulations.

10.3 General Discharge Prohibitions

No user shall contribute or cause to be contributed, directly or indirectly, any harmful waste, pollutant or wastewater in violation of these Rules and Regulations that will interfere with the operation or performance of the sewer system. These general prohibitions apply to all users of the sewer system whether or not the user is subject to National Categorical Pretreatment Standards or any other national, state, or local pretreatment standards or requirements.

A user shall not contribute the following substances to the sewer system:

- 1) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the sewer system or to the operation of the sewer system. At no time shall 2 successive readings on an explosion hazard meter at the point of discharge into the system or at any point in the system be more than 5% nor any single reading over 10% of the Lower Explosive Limit of the meter. Prohibited materials include, but are not limited to: gasoline, kerosene, fuel oil, mineral oil, naphtha, benzene, toluene xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which the District, the state, or the EPA has determined is a fire hazard or a hazard to the sewer system.
- 2) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to grease, garbage with particles greater than 1/2" in any dimension, paunch manure, bones, hair, hooves, hides or fleshing, whole blood, feathers, ashes, cinders, sand, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining, or processing of fuel, lubricating oil, or waste lubricating oil, mud, glass grinding or polishing wastes, cement concrete, plaster, gravel, hay, lime slurry or sludge, paint or chemical residues.
- 3) Any wastewater having a pH less than 6.0 or greater than 9.0 or any other corrosive property capable of causing damage or hazard to structures or equipment of the sewer system or to employees of the District.
- 4) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to interfere with any wastewater treatment

process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the sewer system, to contaminate the sludge of the sewer system, or to exceed the limitation set forth in a Categorical Pretreatment Standards. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307 (a) of the Act.

- 5) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair or for sampling or monitoring.
- 6) Any substance which may cause the sewer system or any other product of the sewer system such as residues, slurries, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the sewer system cause the sewer system to be in noncompliance with sludge use or disposal criteria. Guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or state criteria applicable to the sludge management method being used.
- 7) Any substance that will cause the sewer system to violate any permit or standard of the receiving system quality standards.
- 8) Any wastewater having a temperature that will inhibit biological activity in the sewer system resulting in interference, but in no case wastewater with a temperature at the introduction into the sewer system which exceeds 40 degrees Celsius or 104 degrees Fahrenheit.
- 9) Any pollutants, including but not limited to oxygen demanding pollutants and BOD, released in a discharge at a flow rate and/or pollutant concentration that will cause interference with the sewer system.
- 10) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by applicable state or federal regulations.
- 11) Any wastewater that causes a hazard to human life or creates a public nuisance.
- 12) A slug load having a flow rate or containing concentrations or quantities of pollutants that exceed for any time period longer than 15 minutes more than 5 times the average 24-hour concentration, quantities, or flow during normal operation.
- 13) Any wastewater that creates a fire or explosion hazard in the publicly-owned sewer system, including but not limited to, waste streams with a closed cup flashpoint of less than 60 degrees Centigrade or 140 degrees Fahrenheit, using the test methods specified in 40 CFR 261.21.
- 14) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass-through.
- 15) Any wastewater that results in the presence of toxic gases, vapors or fumes within the sewer system in a quantity that may cause worker health and safety problems.

- 16) Any trucked or hauled pollutants, including but not limited to, commercial, industrial or domestic generated wastes, except at points designated by the District.

10.4 Categorical Pretreatment Standards

Upon the promulgation of the categorical pretreatment standard for a particular industrial subcategory, developed pursuant to federal statutes or regulations, the categorical pretreatment standard, if more stringent than limitations imposed herein, shall immediately supersede the limitations imposed herein.

10.5 Other Requirements

State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those contained herein. The District's limitations or requirements on discharges shall apply in any case where they are more stringent than state or federal requirements or limitations.

10.6 City Treatment

The Agreement with the City shall apply to all connections, discharges, construction, and treatment related to this sewer system.

10.7 District Right of Revision

The District reserves the right to revise limitations or requirements on discharges to the sewer system if deemed necessary.

10.8 Dilution

No user shall ever increase the use of water, or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the categorical pretreatment standards, or in any other specific pollutant limitation developed by the District or state.

10.9 Accidental Discharges

Each user shall provide protection from the accidental discharge of materials or substances regulated herein. Facilities to prevent accidental discharge of such materials or substances shall be provided and maintained at the users cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the District for review, and shall be approved by the District before construction of the facility.

All existing users, when directed by the District, shall complete facilities and procedures in accordance an Accidental Discharge plan. No user who commences contribution to the sewer system after the effective date hereof shall introduce wastewater into the system until accidental discharge facilities and procedures have been approved by the District. Review and approval of such plans and operating procedures shall not relieve the user of the responsibility to modify the facility as necessary to meet the requirements hereof.

In the case of an accidental discharge, it is the responsibility of the user to immediately notify the District of the incident. The notification shall include the location of discharge, the type of waste, the concentration and volume of the discharge, and the corrective actions already taken.

Within 5 days following an accidental discharge, the user shall submit to the District a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any

expense, loss, damage, or liability which may be incurred as a result of damage to the sewer system, fish tolls, or any other damage to persons or property, nor shall such notification relieve the industrial user of any fines, charges, or other liability which may be imposed under these Rules and Regulations or other applicable law.

A notice shall be permanently posted on the commercial user's bulletin board or other prominent place, advising employees to call the District at (970) 264-4151 in the event of an accidental discharge. Employers shall insure that all employees, who may cause such accidental discharge to occur, are advised of the emergency notification procedure.

10.10 Special User Agreement

Nothing contained in this section shall be construed as prohibiting special written agreements between the District and any other person allowing industrial waste of unusual strength or character to be admitted to the sewer system, provided said user compensates the District for any additional costs of treatment. No such agreement may permit any discharge prohibited in these Rules and Regulations without Board approval.

10.11 Bypass

All industrial users shall comply with the requirements concerning bypass as set forth in 40 CFR, Section 403. 17.

10.12 Non-critical Wastewater Discharge Permit

No person shall cause or allow the discharge of wastewater into the sewer system without a wastewater discharge permit except as follows:

- 1) Domestic users who have received District service connection permit or tap.
- 2) Industrial users who are non-critical industrial users, as determined by the District, and have received a District service connection permit or tap.

A discharge permit for swimming pool wastewater shall be required in all cases.

10.13 Critical Wastewater Discharge Permit

No person shall cause or allow a categorical industry to connect to the sewer system unless such industry shall have obtained a wastewater discharge permit before connecting to or discharging into the sewer system.

10.13.1 Permit Application

Users required to obtain a wastewater discharge permit shall complete and file an application in the form prescribed by the District. Proposed new critical industries shall apply at least 90 days prior to the proposed connection to, or contribution to, the sewer system. In support of the application, the user shall submit, in units and terms appropriate for evaluation, at a minimum the following information:

- 1) Name, address and location of discharge (if different from the mailing or office address);
- 2) Standard Industrial Classification (SIC) and a list of any environmental control permits held by or for the facility.
- 3) Wastewater quantity and quality.

- 4) Time(s) and duration of discharge.
- 5) Average daily and peak wastewater flow rates, including daily, monthly, and seasonal variations, if any.
- 6) Site plan, floor plans, mechanical and plumbing plans and details to show all sewer piping, sewer connections, and appurtenances by size, location and elevation. If deemed necessary by the District such plans shall provide for separate systems for handling sanitary wastes and industrial wastes.
- 7) Description of activities, facilities, and plant processes on the premises, including all materials which are or could be discharged.
- 8) Where known, the quantity and specific nature of any pollutants in the discharge which are limited by any District, state or federal standards or requirements. If additional pretreatment or operation and maintenance will be required to meet the District, state or federal standards and requirements, the schedule by which the user will provide such additional pretreatment shall be submitted for review and approval. The type of pretreatment or operation and maintenance shall be reviewed by the District. The compliance date in this schedule shall not be later than the compliance date established for the applicable standards and requirements. The following conditions shall apply to this schedule:
 - (a) The schedule shall contain increments of progress not to exceed 6 months in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable standards and requirements; and
 - (b) Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the District including, as a minimum, whether or not user complied with the increment of progress to be met on such date and, if not, the date of which it expects to comply with this increment of progress, the reason for delay, and the steps taken by the user to return the construction to the schedule established.
- 9) A statement of certification as set forth in 40 CFR, Section 403.6 and signed by the authorized representative of the industrial user.
- 10) Any other information as required by the District to evaluate the permit application. After evaluation and acceptance of the data furnished, the District may approve the application.

The applicant shall have 10 business days from the date of notification to file written objections with the control authority to any permit conditions. The control authority may, but shall not be required to, schedule a meeting with the applicant's authorized representative within 10 business days following receipt of the applicant's objections and attempt to resolve disputed issues concerning permit conditions. If the applicant files no objections to permit conditions proposed or if subsequent agreement is reached

concerning same, the control authority shall issue a wastewater discharge permit to the applicant with such conditions incorporated.

10.13.2 Permit Modification

Upon promulgation of additional categorical pretreatment standards and within the time prescribed thereby, the wastewater discharge permit of a user subject to such standards shall be revised as required to comply with any part thereof which is stricter than existing standards or conditions of the permit. Where a user, subject to categorical pretreatment standards, has not previously submitted an application for a wastewater discharge permit, the user shall apply for a wastewater discharge permit within 30 days after promulgation of the applicable categorical pretreatment standard. Any user with an existing wastewater discharge permit shall submit to the District, within 30 days after such promulgation, the information required by Section 10.13.1 8) and 9). In addition to the foregoing, the terms and conditions of the permit shall be subject to modification by the District during the term of the permit as limitations or requirements are modified or other just cause exists. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance as determined by the District. The District reserves the right to require any industrial user to install and maintain pretreatment system and require it be operated by a state certified industrial wastewater plant operator if the system is of complicated design as determined by the District or shows a degree of non-compliance in meeting discharge limits.

10.13.3 Permit Conditions

Wastewater discharge permits shall be expressly subject to all provisions of this section and all other applicable regulations, rates, tolls and charges established by the District.

Permits may be conditioned upon the following:

- 1) Limits on the average and maximum wastewater constituents and characteristics.
- 2) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization.
- 3) Requirements for installation and maintenance of inspection and sampling facilities.
- 4) Specifications for monitoring programs which may include sampling, locations, frequency of sampling, number, types and standards for tests and reporting schedules.
- 5) Compliance schedules.
- 6) Requirements for submission of technical reports or discharge reports.
- 7) Requirements for maintaining and retaining records relating to wastewater discharge as specified by the District and affording District access thereto.
- 8) Requirements for notification of the District of any new introduction of wastewater constituents or average volume being introduced into the sewer system.

- 9) Requirements for notification and control of non-routine, episodic discharges, including but not limited to, accidental spills or non-customary batch discharges.
- 10) Requirements for separate systems to handle sanitary and industrial wastewater, such that in the event that the user's industrial wastewater is or could cause an interference or a potential interference with the sewer system, that the industrial wastewater could be served preventing discharge into the sewer system but still allowing the users sanitary wastewater to discharge into the sewer system.
- 11) Any other conditions as deemed necessary by the District in order to enforce the provisions of this section.
- 12) Effluent limits based on applicable general pretreatment standards, categorical pretreatment standards, local limits, and state and local law.
- 13) Self-monitoring, sampling, reporting, notification and record keeping requirements, including an identification of the pollutants to be monitored, sampling location, sampling frequency and sample type, based on the applicable general pretreatment standards in 40 CFR Section 403, categorical pretreatment standards, local limits, and state and local laws.
- 14) Statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule, such schedules may not extend the compliance date beyond federal guidelines.

10.13.4 Permit Duration

A wastewater discharge permit shall be issued for a period of 3 years from the date of issue. The user shall apply for a new permit with completed wastewater discharge permit application(s) within a minimum of 90 days prior to the expiration of the user's existing permit. Any permit may be suspended or revoked for failure to comply with the requirements of this section.

10.13.5 Permit Transfer Prohibited

A wastewater discharge permit shall not be sold, traded, assigned, transferred, or sublet. Any new industrial user must obtain a wastewater discharge permit regardless of whether a permit previously existed for the same premises.

10.14 Compliance Date Report

Within 90 days following the date for final compliance with applicable standards or requirements, any industrial user subject to federal, state or District standards and requirements, shall submit to the District a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by such federal, state or District standards and requirements and the average, minimum and maximum daily flow and times for wastewater limited by such standards and requirements. The report shall state whether applicable standards or requirements are being met on a consistent basis and, if not, what additional operation and maintenance or pretreatment is necessary to bring a user into compliance with the applicable standards or requirements. This statement shall be signed by an authorized

representative of the industrial user and certified by a professional engineer registered in the state.

10.15 Periodic Compliance Reports

Any industrial user subject to a federal, state, or District standards or requirements shall submit to the District during the months of June and December, unless required more frequently in the permit or by the District, a report indicating the nature and concentration of pollutants in the wastewater which are limited by such standards or requirements. In addition, this report shall include a record of all daily flow which, during the reporting period, exceeded the average daily flow reported in Section 10.13.

The District may impose mass limitations on industrial users which are using flow equalization to meet applicable federal, state or District standards or requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by this subsection shall also indicate the mass of limited pollutants in the wastewater of the user. These reports shall also contain the result of sampling and analysis of the discharge, including production and mass of pollutants contained therein which are limited by the applicable standards and requirements.

10.16 Spill Management Plan

The District will evaluate, at least once every 2 years, whether each significant industrial user needs a plan to control slug discharges. For purposes of this subsection, a slug discharge is any non-routine, episodic by nature, including but not limited to, an accidental spill or a non-customary batch discharge. The results of such activities shall be available to the approval authority upon request. If the District decides that a spill management plan is needed, the plan shall contain, at a minimum, the following elements:

- 1) An ongoing inventory of the types and quantities of pollutants used or stored by the industrial user.
- 2) A diagram of the process and storage location(s) at the facility.
- 3) A diagram of the location(s) of the floor drains to sanitary or storm sewers.
- 4) A description of the measures used to prevent discharge to sanitary or storm sewers.
- 5) An outline of the spill prevention procedures followed by an industrial user.
- 6) If the District deems it to be necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment measures for containing toxic organic pollutants (including solvents), treatment and disposal methods, and/or measures and equipment for emergency responses. The existence of a management plan does not relieve the discharger from fines, charges, or other liabilities which may be imposed in the event of violations of these Rules and Regulations or other applicable laws.

10.17 Signatory Requirements

The reports required by Sections 10.13 and 10.14 shall include a statement of certification as set forth in 40 CFR Section 403-6 and signed by the authorized representative of the industrial user.

10.18 Monitoring Inspections

Where required pursuant to this Section or pursuant to terms and conditions of the wastewater discharge permit, the user shall provide and operate, at his expense, monitoring equipment and facilities sufficient to allow inspection, sampling, and flow measurement of the user's sewer systems.

The monitoring equipment and facilities shall be situated on the user's premises or such other location as approved by the District. There shall be ample room in or near such monitoring manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user and accessible to the District at any time.

The District may randomly sample and analyze the effluent from industrial users and conduct surveillance activities in order to identify, independent of information supplied by the industrial users, occasional and continuing noncompliance with pretreatment standards, and inspect and sample the effluent from each significant industrial user at least once a year pursuant to 40 CFR Section 403.8(f)(2)(v).

Whether constructed on public or private property, the sampling and monitoring equipment and facilities shall be provided in accordance with the District's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the District unless another date is specified in the wastewater discharge permit.

The District may inspect the equipment and facilities of any user at any time during normal business hours to ascertain whether they comply with applicable ordinances, rules, and regulations. In the case of an emergency, the District may cause such inspection to occur at any time. Occupants of premises where wastewater is created or discharged shall allow the District or its representative entry for purpose of inspection, sampling, records examination, records copying, or the performance of any other rights or responsibilities under this section. The District, state, and EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring, or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with its security force/system so that upon presentation of suitable identification, personnel from the District, state and EPA will be permitted to enter, without delay for the purposes of performing their specified responsibilities.

In the event a duly authorized representative or agent of the District is refused admission for any purpose, the District may cause sewer service to the premises in question to be suspended until the District's representative or agent has been afforded reasonable access to the premises and sewer system to accomplish the inspection or sampling.

All measurements, tests and analysis of the characteristics of wastewater to which reference is made herein shall be determined in accordance with 40 CFR 136 or, where not addressed in accordance with procedures established by the EPA pursuant to Section 304 (h) of the Act (33

U.S.C. Section 1314(h)), or with any other test procedures approved by the EPA Administrator. In the event that no special facility has been required, the point of inspection shall be the downstream manhole in the sewer system nearest to the point at which the service line is connected to the sewer system. All measurements, tests, and analysis, and all sampling shall be at the expense of the user.

10.19 Pretreatment

Users shall provide necessary wastewater treatment as required to comply herewith. Any equipment and facilities required to pre-treat wastewater to a level in compliance with this section shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the District for review, and shall be approved in writing by the District before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce wastewater in compliance with the provisions of this section. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to the District and approved prior to the user's initiation of the changes.

10.20 Food Preparation Establishments

All food preparation establishments, whether existing or of new construction, shall be required to install an approved grease interception device, also referred to as a grease trap or interceptor, that is connected to all drains from the kitchen, food preparation, and dishwashing areas. Fixtures to be connected include but are not limited to garbage disposals (grinders), scullery sinks, pot and pan sinks, dishwashing machines, soup kettles and floor drains located in areas where grease containing materials may exist. All waste shall enter the interceptor through the inlet pipe only.

The size, type and location of each interceptor shall be designed by a Colorado licensed architect or engineer and have local health department approval, if required, before being approved by the District. All interceptors for grease and heavy solids shall be so designed and located as to be readily accessible for cleaning and shall have a water seal of not less than 6". Interceptors may not be installed in any part of a building where food is handled or served. The location of the interceptor shall be approved by the District and shall be shown on the approved building plan. No interceptors shall be located in drive-through driveways or next to main entrance ways unless approved by the District prior to construction. The size of the interceptor shall be based on the maximum number of meals served during the maximum or peak periods of the day (breakfast, lunch, or dinner).

Cleaning and maintaining the interceptor in efficient operating condition shall be the user's responsibility and expense. All interceptors shall be cleaned at a minimum interval of once every 6 months or whenever it becomes full, whichever event occurs first. The District may inspect any interceptor at any time without prior notice to the user. If the District's inspection indicates that the interceptor requires pumping or repairs, the District can require the user to have these services performed immediately, or the District can perform or cause such services to be performed at the sole expense of the user.

The District will require that all users having interceptors provide evidence of all cleaning and maintenance performed to the interceptors at the time of the District's inspection. This evidence shall be in the form of copies of invoices and any other documentation relating to the service performed.

Bypassing or failing to have, use, or maintain a grease or sand interceptor to District standards shall be a violation of these Rules and Regulations.

10.21 List of Non-Complying Users

The District will maintain a list of users in significant noncompliance with applicable pretreatment requirements in accordance with definitions and regulations as set forth in 40 CFR Section 403.8. All records relating to compliance with applicable standards or requirements shall be made available to officials of the EPA or approval authority upon request, subject to any limitations contained in state statutes.

10.22 Confidential Information

Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inquiries shall be available to the public or other governmental agency without restriction pursuant to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S, unless the user specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. When requested by the user furnishing a report, and such request is approved by the District, the portion of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related hereto, National Pollutant Discharge Elimination System (NPDES) permit, or applicable standards or requirements. Moreover, such portions of the report shall be available for use by the District or any Federal or State agency in judicial review or enforcement proceedings involving the user furnishing the report.

Information accepted by the District as confidential, shall not be transmitted to any government agency by the District until and unless a 10-day written notification is given to the user by certified mail or personal service.

If the user believes that the District's findings are in error, the user may elect to appeal such findings in accordance with Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

10.23 Disconnection or Cessation of Discharge

In the event an industrial user intends to cease to discharge from a regulated process or plans to disconnect from the wastewater system, the District must be notified not less than 30 days prior to any action by the industrial user. The notification shall provide a closure management plan that includes the following information, as a minimum:

- 1) Date of planned disconnect or cessation of discharge.
- 2) Methods of disposal of regulated process tanks, chemicals, sludges, plating wastes, cleaning solutions and other pollutants.
- 3) Methods of cleaning tanks, barrels, or other vessels containing regulated pollutants.
- 4) Names of carriers, copies of manifests and the ultimate disposal site(s) of the regulated pollutant and the EPA permit numbers for the transportation of the wastes, if a permit is required.

- 5) Name of contact person to be contacted during closure and upon completion, the industrial user shall be responsible for all discharges to the wastewater system and shall not be disconnected until the District has determined that the industrial user has disposed of the regulated wastes in a proper and safe manner and has requested termination of the discharge permit in writing.

10.24 Specific Pollutant Limitations

Every user of the sewer system must meet the following standards of the District with respect to the daily maximum concentration for the following Pollutant/Pollutant Property Concentration/ Daily Maximum In mg/L:

- 10.24.1.1 Arsenic/0.6300
- 10.24.1.2 Cadmium/0.1100
- 10.24.1.3 Chromium (iii)/3 0000
- 10.24.1.4 Copper/3.3800
- 10.24.1.5 Lead /0.6900
- 10.24.1.6 Mercury/0.0007
- 10.24.1.7 Molybdenum/0.5200
- 10.24.1.8 Nickel/3.9800
- 10.24.1.9 Selenium/0.2800
- 10.24.1.10 Silver/0.4300
- 10.24.1.11 Zinc/2.6100

Note: pH units shall remain between 6.0 and 9.0.

10.25 Sampling Schedule for Critical Industries

Critical industries must monitor and then enter into a sampling schedule as required by the District. The District sampling and analysis shall also be made as determined by the District. The District shall also provide a schedule showing specific pollutants limitations.

SECTION 11. ENFORCEMENT

11.1.1 Generally

Any user found in violation of any of the provisions of these Rules and Regulations shall be subject to any or all of the administrative procedures, orders, charges and other remedies, as authorized by these Rules and Regulations, as deemed necessary and appropriate under the circumstances by the District Manager and/or the Board, as applicable. In addition, any user in violation of any of the provisions of these Rules and Regulations may also be prosecuted pursuant to applicable local, state and federal laws.

11.2 Notice of Violation

Whenever the District finds that a user has violated or is violating any of the provisions of these Rules and Regulations, or any order or permit issued hereunder, or the terms of a right-of-way,

easement or other agreement between the District and the user, or if any rates, tolls or charges imposed under these Rules and Regulations become delinquent, the District Manager may serve upon the user a written notice stating the nature of the violation and providing a reasonable time, not to exceed 30 days, for the satisfactory correction thereof. Such notice shall be served personally, or by registered or certified mail (return receipt requested) to the billing or street address of the user. Such notice shall specify the amount and nature of charges imposed against the user, if any. A meeting with the District Manager may be scheduled at the request of the user or the District Manager to discuss the violation and/or satisfactory correction schedule. Such meeting shall not serve as an extension of the thirty-day deadline for correction of a violation.

11.3 Show-Cause Hearing

Upon a finding by the District Manager that a user has failed to correct a violation in accordance with Section 11.2 of these Rules and Regulations, whether with or without a meeting with the District Manager, the District Manager may order such user to show cause to the District why an enforcement action should not be taken. A notice shall be served on the user, specifying the time and place of a hearing to be held regarding the violation, and directing the user to show cause why an order should not be made directing an enforcement action against the user. The notice of the hearing shall be served personally, or by registered or certified mail (return receipt requested) to the billing or street address of the user at least 10 days before the hearing. Service of process may be made on any agent or officer of a corporation. The show-cause hearing shall be conducted in accordance with Section 11.5 of these Rules and Regulations.

11.4 Notice of Appeal

Any user desiring to appeal any order or determination of the District shall file a written notice of appeal with the District within 10 days of such order or determination. Such notice or appeal shall set forth the nature of the order or determination being appealed, the date of such order or determination, the reason for the appeal, and shall request a hearing before the Board.

On receipt of a notice of appeal, the District shall set the appeal for hearing at the next regularly scheduled Board meeting, if such meeting is at least 7 business days following receipt of the notice of appeal, otherwise for the next meeting thereafter. Notice of the time, date, and place for the hearing shall be served personally, or by registered or certified mail (return receipt requested) to the billing or street address of the user filing the notice of appeal. The Board may continue the hearing as it deems necessary, without further notice.

11.5 Conduct of Hearings

The Board shall conduct the hearing and, in doing so, shall act as a quasi-judicial body. The user and the District shall each have the opportunity to present evidence and arguments in support of their positions and shall have the right to be represented by an attorney, if they so desire. The Board may affirm, reverse, or modify the order or determinations previously made. The findings and decision of the Board shall be mailed to the user.

Any party to the hearing aggrieved or adversely affected by an order of the District may appeal such order to the District Court in and for the County of Gunnison, pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

11.6 Compliance Order

If it is determined that a violation has occurred following the show-cause hearing, the District Manager may issue a compliance order to the offending user setting forth any reasonable and

appropriate requirements to address the noncompliance, which may include, without limitation, suspension or termination of service, installation of pretreatment technology, and additional self-monitoring practices. If the user fails to cure a non-conformity by the time specified in the compliance order, the District may perform the work or have the work performed at the expense of the user.

11.7 Consent Orders

As an alternative to issuing a compliance order, the District Manager is hereby authorized to enter into a consent order that establishes an agreement between the District and the offending user for voluntary compliance. A consent order will include specific action to be taken by the user to correct the non-compliance within a time period specified by the consent order.

11.8 Emergency Suspension Order

Notwithstanding any other provision of these Rules and Regulations, the District may immediately suspend service without prior notice or a show-cause hearing if any actual, threatened or proposed discharge immediately and substantially endangers individual health, safety or welfare, the general public or the environment, or may cause interference or damage to District facilities. Any such emergency suspension order shall become effective immediately, and any person notified of such suspension shall immediately stop or eliminate all discharge of wastewater. The District is also authorized, in such severance of the sewer connection, to prevent or minimize danger or property damage.

11.9 Injunctive Relief

The District may petition the District Court in and for the County of Gunnison for injunctive relief from any act or omission by any user that violates these Rules and Regulations, or which otherwise jeopardizes the property or health of any person or the District.

11.10 Denial of Permits

The District may decline to reissue a permit to any user who has failed to comply with the provisions of these Rules and Regulations or any order or previous permit issued hereunder unless such user first files with it a satisfactory bond, letter of credit or other suitable guarantee payable to the District in a sum determined by the District to be necessary to achieve consistent compliance.

11.11 Reinstatement of Suspended Service

The District shall not reinstate service that has been suspended until the following requirements have been satisfied:

- 11.11.1 The person requesting reinstatement has paid any applicable disconnection and reconnection charges, all costs and expenses incurred by the District in connection with the suspension, and any and all other amounts then due to the District.
- 11.11.2 The person requesting reinstatement has submitted proof of elimination of the violation to the District Manager.
- 11.11.3 The person requesting reinstatement has submitted, and the District Manager has approved, a plan to prevent future violations.

If deemed necessary to prevent danger, property damage or interference with the sewer system, the District Manager may order a user to provide pretreatment, flow rate control, suitable access

facilities (e.g., a manhole or vault) and periodic sampling, testing, and reporting of the quality and quantity of wastewater being discharged prior to reinstating service.

Any notice or order issued under this section shall be served personally, or by registered or certified mail, (return receipt requested) to the billing or street address of the user.

11.12 Grounds for Termination of Service

Service shall be terminated, and not merely suspended, if any of the following occurs:

- 11.12.1 The Utility Manager issues a compliance order directing termination of service;
- 11.12.2 The tap is revoked;
- 11.12.3 The connection providing such service was not authorized when made;
- 11.12.4 The service was suspended at least 2 times within the preceding 5 years as a consequence of the acts or omissions of the same user.

Service that is terminated pursuant to this Section may not be reinstated unless the user applies for new service.

11.13 Stopping or Eliminating Discharge upon Suspension or Termination of Service

Any user notified of a suspension or termination of service shall immediately stop or eliminate discharge of any and all wastewater from the property affected by such order on the effective date of the suspension or termination. The District may take such steps as deemed necessary to enforce the suspension or termination order, including but not limited to a physical interruption of service. Failure to stop or eliminate the discharge of wastewater from property affected by an order suspending or terminating service to such property shall be a violation of these Rules and Regulations.

11.14 Civil Fine Pass-Through

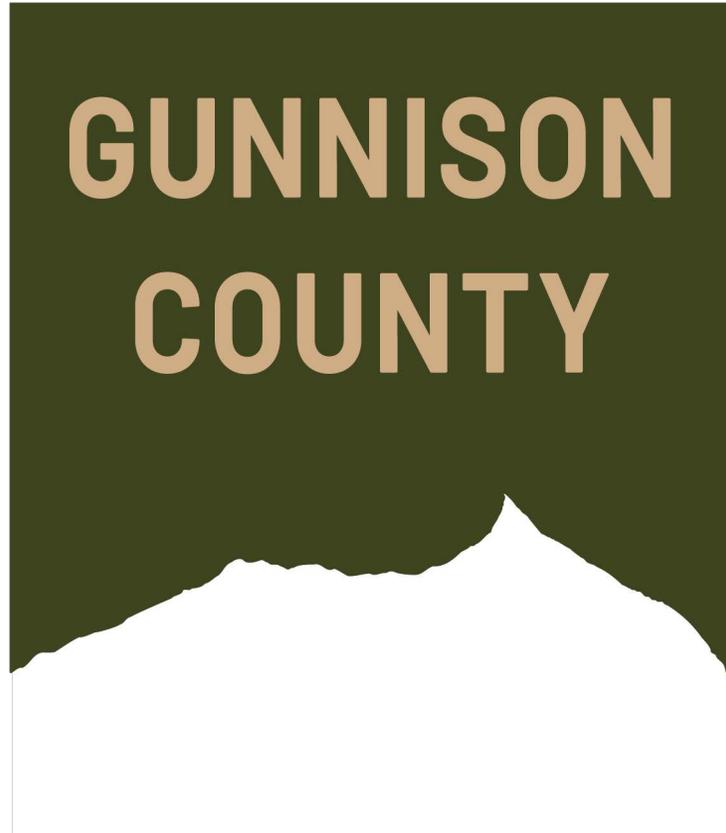
In the event that a user discharges pollutants which cause the District to violate a condition of a permit held by the District, and if the District is fined by a state or federal agency for such violation, such user shall be liable for the total amount of the fine assessed against the District.

11.15 Remedies Cumulative

The remedies available to the District under these Rules and Regulations and under the laws of the State of Colorado shall be deemed to be cumulative, and the utilization by the District of any single such remedy or combination thereof shall not preclude the District from utilizing any other remedy or combination thereof.

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**CONSTRUCTION STANDARDS
FOR THE GUNNISON COUNTY
WATER AND SEWER
DISTRICT**



September 2023

GUNNISON COUNTY
CONSTRUCTION STANDARDS

SECTION 100	GENERAL SPECIFICATIONS
SECTION 200	GENERAL EARTHWORK SPECIFICATIONS
SECTION 300	SANITARY SEWER SPECIFICATIONS
SECTION 400	WATER MAIN SPECIFICATIONS

GUNNISON COUNTY
GENERAL SPECIFICATIONS

SECTION 100

I. SCOPE:

These specifications including material specifications and construction requirements are for all construction within Gunnison County right-of-way and in other areas under Gunnison County areas of jurisdiction or ownership.

These specifications are the minimum requirements for materials and construction and may only be modified by written approval of the Gunnison County. These specifications are intended to work in harmony with the District Rules and Regulations and the County Land Use Resolution.

II. DEFINITIONS AND ABBREVIATIONS:

Wherever the following words, phrases or abbreviations appear in these specifications, they shall have the following meanings:

Gunnison County: Gunnison County, Colorado.

Utility Manager: The Water and Sanitation Utility Manager, Gunnison County, Colorado, or an authorized representative acting on behalf of Gunnison County.

Engineer: The engineer assigned by the Public Works Director to a specific project.

Inspector: It can be the Utility Manager, the assigned Engineer, or an authorized representative acting on behalf of Gunnison County, at the site of the work.

Utility: The Gunnison County Water and Sewer District of Gunnison County, Colorado and all other utilities.

Public Improvements: The term "public improvements" includes public facilities and shall refer to the construction, installation, development or extension of the public water and / or sanitary sewer system.

Easement: See Gunnison County Land Use Resolution.

Sanitary Sewer: Conduits and related appurtenances employed to collect and

carry off water and waste water to a suitable point of final discharge.

Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, end walls, buildings, sewers, service pipes, under drains, foundation drains, fences, swimming pools and other features which may be encountered in the work and not otherwise classed herein.

Base Course: Use Gunnison County Road & Bridge Standards

Subbase: Use Gunnison County Road & Bridge Standards

Subgrade: The supporting structures on which the pavement and its special under courses rest.

Whenever the words, "as directed", "as required", "as permitted" or words of like meaning are used, it shall be understood that the direction, requirements or permission of the Utility Manager is intended. Similarly, the words "approved", "acceptable", "satisfactory" shall refer to approval by the Utility Manager.

Whenever references are made to standard specifications, methods of testing materials, codes, practices and requirements, it shall be understood that the latest revision of said references shall govern unless a specific revision is stated. Wherever any of the following abbreviations appear, they shall have the following meaning:

AASHTO - American Association of State Highway Transportation Officials

ASTM - American Society for Testing and Materials

AWWA - American Water Works Association

CDOT - Colorado Department of Transportation

OSHA- Occupational Safety and Health Administration

III. RESPONSIBILITY OF THE GUNNISON COUNTY:

1. Authority of the Utility Manager:

The Utility Manager shall have the authority on behalf of Gunnison County to

ascertain that all design and construction of facilities is equal to or better than the minimum requirements set forth in these specifications. The Utility Manager shall have the additional authority to assign an inspector to check any and all work, including all materials to be incorporated in the work, excavation, bedding, backfill, and all construction methods and practice.

2. Authority of the Inspector:

Inspectors are assigned to assist the Contractor in complying with these specifications. They have the authority to reject defective materials, or inferior materials and defective workmanship until such time as the Contractor shall correct the situation in question, subject to final decision by the Utility Manager.

IV. RESPONSIBILITY OF THE CONTRACTOR:

1. Notice Before Beginning Work:

The Contractor shall notify the Gunnison County Utility Manager at least twenty-four (24) hours before beginning any construction. If for any reason work should stop on a project during any stage of construction for a period of more than twenty-four (24) hours, it is the responsibility of the Contractor to notify the Gunnison County Utility Manager at least twenty-four (24) hours prior to any resumption of work on the project. If the Contractor intends to work extended shifts, double shifts, or hours other than the normal workday of Gunnison County personnel, he shall notify the Gunnison County Utility Manager at least twenty-four (24) hours prior to such extension, except in the event of an emergency. Failure to provide notification may provide sufficient cause for suspension of the project.

2. Traffic Control:

The Contractor shall be required to provide adequate construction signing, flagmen, barricades, etc., to warn vehicular and pedestrian traffic of work in progress and divert traffic as may be required during the course of construction. All signing shall conform to the Manual of Uniform Traffic Control Devices and shall be subject to the approval of the Traffic Control Supervisor. When specifically authorized by the Traffic Control Supervisor, portions of the streets shall be allowed to be closed to traffic for construction. However, the Contractor shall make every attempt to keep the time of closure to such streets to a minimum. It shall be the responsibility of the Contractor to notify the Fire Department, Police

Department and Ambulance Service twenty-four (24) hours prior to the closure of any street. In addition, for all work within State of Colorado highway rights-of-way the Contractor shall submit a traffic control plan to the CDOT Traffic Engineer for review.

3. Rejected Materials:

All materials installed shall be free of defects of manufacture. Any defective or damaged materials found in the construction or on the construction site shall be marked and removed from the site. In the event the Contractor fails to remove rejected materials from the construction site within a reasonable length of time, the Utility Manager may arrange for such removal at the expense of the Contractor.

4. Familiarity of Specification:

It shall be the responsibility of the contractor to read and fully comply with all the provisions of these specifications and all laws and regulations that apply to local and state agencies.

5. Maintenance of Site:

The cleanup and restoration of grounds shall be a continuous process from the beginning of construction to final completion of the work. The Contractor shall keep the work site free from the accumulation of debris and waste material caused by the work.

Immediately after the construction activity or major portion thereof is complete the area shall be cleaned and restored to the original grade and condition. All fences shall be replaced to the same elevation and alignment and restored to a condition equal to or better than that at the beginning of construction.

6. Public Relations and Notifications:

The Contractor shall carry on the work in such manner as to cause as little inconvenience as possible to the public, particularly to occupants of property along the project, as is consistent with good workmanship. They shall notify occupants at least twenty-four (24) hours in advance of proposed work that may block entrances or otherwise cause undue difficulty to occupants of property affected and shall restore such entrances to usable condition as soon as possible. The Contractor, Subcontractors and employees shall at all times be courteous to the

public while engaged upon this work.

The Contractor shall notify all business managers and residents affected by the interruption of utilities and other services caused by the work. Such notice shall be given at least twenty-four (24) hours prior to the interruption of service. Notice shall be given for the interruption of domestic water, irrigation water, sewer, trash pickup, mail delivery and changes in access to property.

Notifications may be verbal or in written form if the business manager or resident cannot be located. Water services shall not be discontinued for more than two (2) consecutive hours without special written permission from the Utility Manager.

Where trees, hedges, shrubs, or other ornamental plantings or structures within the construction limits are not designated to be protected or saved, the Contractor shall notify the owner of the property fronting the plantings or structures in question, not less than two (2) calendar days prior to their removal. This notification shall include allowing the property owner an option to transplant the plantings or relocate structures fronting his property onto his property instead of having the Contractor remove them. The Contractor shall bid the project based on assuming responsibility for all removals. This notification requirement is intended as a positive public relations action. All notifications described and required in this section are considered as incidental to the Work and will not be measured or paid for separately.

7. Protecting and Relocating Utilities:

It is the responsibility of the Contractor to provide for the protection of all structures and utilities including pipes, fences or similar items. Colorado 811 must be contacted before any and all work.

In the event of a break in an existing water main, gas main, sewer or underground cable, the Contractor shall immediately notify the responsible official of the organization operating the utility interrupted and shall lend all possible assistance in restoring services.

The Contractor shall bear the entire expense of repairing or replacing any utilities or structures disturbed or damaged during construction.

Unless otherwise specified in the Contract Documents, all utility relocations will be the responsibility of the utility companies; the Contractor shall be responsible for coordinating the relocation work with the Utility Companies and shall bear any reasonable and customary cost associated with the work.

8. Safety and Protection:

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the job and other persons who may be affected thereby,
- (2) All work and all materials or equipment to be incorporated therein in storage on or off site and,
- (3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection.

GUNNISON COUNTY

GENERAL EARTHWORK SPECIFICATIONS

SECTION 200

I. SCOPE

The purpose of this Earthwork Specification is to set forth the criteria to be used for all construction within the rights-of-way and in any other areas of jurisdiction or ownership of Gunnison County. Work shall include but not be limited to: Surface Removals, Excavation, Dewatering, Trenching Embankment, Bedding and Backfill for all utilities, structures and roads.

II. MATERIALS:

1. Fill Material:
 - A. On-site: All on-site material suitable for STRUCTURAL BACKFILL shall be soil or soil-rock mixture which is free from frozen material, organic matter and other deleterious substances. It shall contain no rocks or lumps over eight (8) inches in greatest dimension. Wet material from the excavation shall be removed from the site and replaced with imported material.
 - B. Imported: Pit Run: Shall be well graded eight (8) inch minus material, meeting the requirements of "A" above, with less than 20 percent by weight passing the No.200 sieve and a liquid limit not greater than 35 percent.
 - C. Other Materials: Other materials may be selected by the Contractor subject to the approval of the inspector, or his authorized representative.
 - D. Bedding Material: Shall be 3/4" washed rock, with a minimum of 4" below pipe and 6" above pipe and on each side of the pipe, and shall be well graded.
 - E. Subbase - Course Aggregate: Aggregates shall be crushed stone, crushed slag, crushed gravel or natural gravel which conforms to the requirements of AASHTO M147. Aggregate

shall meet the grading requirements in the Classification Table below. The type used shall be specified on the plans or special provisions. The liquid limit (LL) shall be as shown in the table and the plasticity index (PI) shall not exceed 6 when the aggregate is tested in accordance with AASHTO T89 and T90, respectively.

- F. Base Course Aggregate: Colorado Department of Transportation Class 6 Aggregate Base Course
- G. Select Backfill Material may be either CDOT Class 6 Aggregate Base Course or Granular Bedding Material.

H. Flow-Fill:

Ingredients

Lbs./C.Y.

Cement (0.45 sack)	42
Water (39 gallons)	325 (or as needed)
Coarse Aggregate (Size no. 57)	1700
Sand (ASTM C-33)	1845

III. INSTALLATION:

A. Roadway Excavation and Grading:

This work shall consist of excavation, disposal, shaping or compaction of all material encountered within the limits of the roadway in close conformity with the lines, grades and typical cross sections shown on the plans or as directed by the inspector.

B. Clearing:

Excavation and grading for street improvements and paving projects shall include removal of trash, rubbish and low lying vegetation in the construction area. All vegetation and objects designated to remain shall be protected from injury or defacement.

C. Grubbing:

All vegetation such as trees, stumps, hedges, shrubs, brush, heavy sod, heavy growth of grass, decayed vegetable matter, rubbish and

other unsuitable material within the area of excavation or upon which embankment is to be placed shall be stripped or otherwise removed to a depth of 3 inches. All such materials shall be separated from suitable topsoil and backfill material, and hauled to a disposal site secured by the Contractor.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed, shall be backfilled with suitable material and compacted in accordance with these specifications.

D. Stripping:

Stripping shall consist of removing unsuitable overburden material before removal of other material for use in the roadway. All areas to be graded and all embankments or fill areas under paved slabs shall be stripped.

E. Excavation:

After all clearing, grubbing and stripping has been done, excavation of every description and of whatever materials encountered within the grading limits of the project shall be performed. All suitable excavated materials shall be transported to and placed in embankments or fills within the limits of the work.

The excavation and embankments for the roadway and ditches shall be finished to reasonably smooth and uniform surfaces. Variation from the subgrade plane shall not be more than 1 inch of soil. Excavation operations shall be conducted so that material outside of the limits of slopes will not be disturbed, but all cuts shall be made to subgrade a minimum of 1 foot outside the proposed edge of paving slab or curb. Prior to beginning grading operations in any area, all necessary clearing and grubbing in that area shall have been performed. The Contractor shall not excavate beyond the dimensions and elevations established, and material shall not be removed prior to the staking.

If excavation to the finished graded section encounters a subgrade or slopes of spongy material, vegetable matter or trash pockets, the inspector may require the Contractor to remove the unsuitable materials and backfill to the finished graded section with suitable material. The inspector may designate as unsuitable those soils or materials that are in his judgment detrimental to the finished roadway. All unsuitable material shall be disposed of outside the construction area.

F. Shouldering and Miscellaneous Work:

The Contractor shall deposit sufficient suitable earth between curb and sidewalks, or property lines, so that when smoothed and consolidated in final deposition, it will provide a uniform smooth slope from top of curb to the adjacent sidewalk or property line. All broken concrete, trash and debris shall be removed before any fill is placed back of curb. In case excavation is necessary to accomplish the above purpose, the Contractor shall make such necessary excavation, and he shall leave the parking area so filled or excavated free from all trash and debris.

The Contractor shall set all manholes, water boxes or other service boxes, 4" below finished grade on gravel roads and 1/2" below finished grade on asphalt roads. This work will be considered as part of the grading.

G. Embankments:

Embankment construction shall consist of constructing roadway embankments, including preparation of the areas upon which they are to be placed; the construction of dikes; the placing and compacting of approved material within project areas where unsuitable material has been removed; and the placing and compacting of embankment material in holes, pits and other depressions within the project area. Only approved materials shall be used in the construction of embankments and backfills.

Free running water shall be drained from the material before the material is placed. Rocks, broken concrete or other solid materials more than 6 inches in greatest dimension shall not be placed in embankment areas less than 1 foot deep as measured from the subgrade. Materials up to about 150 pounds in weight may be placed at the base of fills over 3 feet deep measured from the subgrade. All fill material shall be free from roots, organic material, trash and frozen material.

When an embankment is to be placed and compacted on hillsides, or when new embankment is to be compacted against existing embankments, or when embankment is built one-half width at a time, the slopes that are steeper than 4:1 when measured longitudinally or at right angles to the roadway shall be continuously benched over those areas where it is required as the work is brought up in layers. Benching shall be well keyed and

where practical a minimum of 8 feet wide. Each horizontal cut shall begin at the intersection of the original ground and the vertical sides of the previous cuts. Material thus cut out shall be re-compacted along with the new embankment material at the Contractor's expense.

Embankment material shall be placed in horizontal layers not to exceed 8 inches in loose depth and compacted prior to placing each following layer.

When pipe is to be installed in areas requiring fills or embankments, the embankment or fill shall be completed a minimum of one (1) foot above the top of the pipe to be installed, prior to trenching and installation of the pipe.

The Contractor shall add moisture to or dry by aeration each layer as may be necessary to meet the requirements for compaction. Materials shall not be placed in embankments or fills when the moisture content exceeds 5% above or is 3% below optimum moisture content for that material. Under roadways and extending 1 foot beyond proposed curb line measured perpendicular from the centerline embankments shall be compacted for the entire depth of the fill to a density of not less than 90% maximum density except the top three feet which shall be compacted to at least 95% maximum density as defined by ASTM D698.

H. Trench Excavation:

1. Surface Removals and Topsoil Preservation

The Contractor shall remove surface materials and obstructions only to the widths necessary for excavation of the trench. All fences, landscaping and structures not designated for removal shall be protected or, if moved, restored to their original condition after construction is complete.

Removal of concrete curbs, gutters, sidewalks and driveways shall be along existing joints or neatly cut lines.

Where excavation is required under paved areas, the pavement shall be cut in such a manner as to effect a smooth, straight cut edge and as a vertical face six (6) inches minimum beyond the trench wall. All vegetation,

concrete, asphalt and other refuse removed from the construction limits shall be separated from suitable topsoil and backfill material, and hauled to a disposal site secured by the Contractor.

Clean topsoil suitable for final grading shall be stripped, stockpiled separately in approved locations and restored to the surface after the trench is backfilled evenly. Where excavation is in a lawn covered area the sod shall be cut and removed and replaced after trench filling so as to promote regrowth. Where sod is disturbed the contractor shall resod with like grass at his own expense.

2. Stockpiling Excavated Material:

Excavated material shall be piled in locations that will not endanger the work, create traffic hazards or obstructed sidewalks and driveways. Fire hydrants, valve boxes, manholes and other utility access points shall be left unobstructed until the work is complete.

Gutters and other water courses shall not be obstructed unless other provisions are made for runoff and street drainage.

All surplus material and excavated material unsuitable for backfilling shall be removed from the site and disposed of in areas secured by the Contractor.

3. Trenching:

Trenches shall be excavated to the width necessary to permit the pipe to be laid and jointed properly and backfill materials placed and compacted as required. Where conduit is to be installed outside of existing pavement and pipes have an inside diameter of 33 inches or less, the trench shall be excavated at pipe level a minimum of 16 inches wider than the outside diameter of the pipe so that a clear space of not less than 8 inches is provided on each side of the pipe.

For pipes having an inside diameter of 36 inches or greater, the trench shall be excavated at pipe level a minimum of 24 inches wider than the outside diameter of the pipe so that a clear space of not less than 12 inches is provided on each

side of the pipe. Wherever it is necessary to exceed these limits, approval of the inspector shall be obtained and provision shall be made for the additional load imposed on the pipe. When sheeting is used, the widths indicated above shall be measured to the inside dimension between the sheeting.

a. Bracing and Sheeting of Trenches:

All trenches shall be properly braced, sheeted or otherwise supported to provide safe working conditions and protection of the Work, workers and adjacent property.

Bracing and sheeting shall conform to the recommendations in the Occupational Safety and Health Standards for Construction (OSHA). A trench box or trench shield may be used in lieu of sheeting and bracing as permitted by OSHA. Unless otherwise approved, all trench support materials shall be removed in a manner that will prevent caving of the sides and movement or other damage to the pipe.

b. Trenches with Sloping Sides:

When working conditions and right-of-way width permit it trenches may be excavated with sloping sides in accordance with OSHA requirements.

Where trenches with sloping sides are permitted, the slopes shall not extend below a point 12 inches above the top pipe.

4. Pavement Removal:

All removed pavement and excavations made in Gunnison County Roads shall require a road cut permit obtained at Public Works prior to excavation and be replaced at the Contractor's expense.

5. Excavation below Grade:

Where the excavation is carried beyond or below the lines and grades shown on the plans or staked, the Contractor shall, at his own expense, refill and compact all such

excavated space with suitable granular material.

6. Over excavating For Rock:

When bedrock or boulders are encountered in the trench bottom or loose, stony soil where there is the possibility of pipe being subjected to "point" contacts, the trench shall be over excavated a minimum of 6 inches. The over excavated material shall be replaced with inspector-approved material (3/4" washed rock).

If blasting is required for rock excavation, all work with explosives shall conform to Federal and State Laws, and OSHA rules and regulations. Any damage caused by blasting shall be repaired by the Contractor at his expense.

7. Unstable Trench Bottom:

Where the excavation is found to consist of organic matter or any other material that the Inspector determines to be unsuitable for supporting the pipe, the trench shall be excavated to an additional depth as directed by the inspector and replaced with an approved granular stabilization material. The inspector shall determine suitability of materials to be used.

8. Removal of Water:

Trenches shall be kept free of water during pipe laying operations by draining, pumping or other approved methods. The water level shall be maintained below the trench bottom throughout the placement of bedding, pipe laying, joining and backfilling operations. The dewatering shall be carried out so that it does not destroy or weaken the strength of the soil under or alongside the trench. Water shall be disposed of in a suitable manner without damage to adjacent property or without being a menace to public health and convenience. Under no circumstances shall trench water be discharged into sanitary sewers. The method of disposal of trench water shall be approved by the inspector.

9. Bedding and Shaping Trench Bottom:

All trenches shall be excavated to at least 4 inches below the

pipe grade and backfilled to grade with 3/4" washed rock as bedding material. The bedding material shall be hand shaped and graded until the trench bottom is uniform and free from rocks, bumps, and depressions. A coupling or bell hole shall be dug at each pipe joint with sufficient length, width and depth to permit assembly of the joint and provide a minimum clearance of 2 inches between the coupling and the trench bottom. Washed 3/4" rock bedding shall be the minimum acceptable bedding for all pipe.

If in the opinion of the engineer the pipe is subjected to unusual loading Class A - Concrete Arch bedding may be required. The Contractor shall provide an analysis the load conditions and the bedding required if directed by the Inspector.

Refer to the Standard Drawings for bedding details.

10. Backfilling Pipe and Structures:

Unless otherwise specified or approved by the inspector, all backfill material shall be placed with moisture-density control in accordance with the typical trench detail shown on Gunnison County Standard Drawings. All backfill material shall be adjusted to within 3 percent of the optimum moisture content prior to its placement in the trench. Jetting or water soaking trenches to achieve compaction of the backfill will not be permitted except when: (1) soil sample tests show that the backfill and excavated trench materials consist of gravel or other granular material having less than 15 percent by weight passing on No. 200 sieve; and (2) the engineer has given written approval prior to water soaking.

During initial backfilling, the Contractor shall take all necessary precautions to prevent movement or distortion of the pipe or structure being backfilled. Pipe haunching material shall be placed and compacted in even lifts on both sides of the conduit to 6 inches above the top of the pipe. Above the bedding and haunching material, earth backfill material shall be placed full width in uniform layers not more than twelve inches thick. Each layer shall be compacted to the required density with approved mechanical or hand tamping equipment.

Concrete structures shall not be backfilled until the concrete and mortar therein has attained a minimum compressive strength of 2000 psi and can sufficiently support the loads imposed by the backfill. Select backfill shall be placed simultaneously on all sides of the structure in layers approximately 12 inches thick. Each layer shall be compacted to not less than 95 percent of the maximum dry density determined in accordance with AASHTO T-99.

11. Compacting Backfill Material:

Backfill material in trenches shall be compacted to at least 90 percent of maximum density except for the top 3 feet of the trench under existing or proposed roads or structures which shall be compacted to at least 95 percent of maximum density. Maximum density shall be defined by ASTM D698. All approved backfill material shall be adjusted to within 3 percent of the optimum moisture content prior to its placement.

12. Backfilling With Flow-Fill

At the Contractors option Flow-Fill meeting the requirements set fourth in the Materials portion of this specification may be used in lieu of compacted backfill in pipeline trenches and around structures only. Compaction testing of trench backfill will not be required if material meeting the above requirement is use

I. PIPE BORING AND JACKING

1. DESCRIPTION

- A. This section covers the furnishing and installation of casing pipe by boring or jacking.
- B. Reference Drawing 200-4.

2. QUALITY ASSURANCE

- A. Design Criteria
 - 1. Specified thicknesses for pipe and casing are based upon the superimposed loads and not upon the loads which may be placed on the pipe as a result of jacking operations.
 - 2. Provide increased pipe strength necessary to withstand jacking loads.
- B. Requirements of Regulatory Agencies
 - 1. Obtain the necessary permits from the appropriate jurisdiction.
 - 2. Obtain bonds or indemnity required by the permits for protection against damage and interference with traffic and service by construction activities.

3. SUBMITTALS

- A. Certification: Submit manufacturer's certification that materials meet referenced standards.
- B. Shop Drawings: Submit manufacturer's drawings and specifications on the materials.

4. ALTERNATIVES

- A. Request for substitution of "reject" or used pipe in lieu of new pipe may be made with written approval. Used pipe shall be clean, free from heavy corrosion, patches, cuts and holes, and shall be straight and true in centerline alignment and circular in cross section. Pipe shall in all other respects meet the requirements specified for new pipe. Acceptance of all pipe shall be at the discretion of the District Engineer.

5. CASING PIPE

- A. Smooth Steel Pipe
 - 1. Minimum Yield Point: 35,000 psi.
 - 2. Wall Thickness: Minimum allowable.

<u>Diameter, inches</u>	<u>Thickness, inches</u>
24 inch or smaller	0.250
30	0.250
36	0.312

3. Ends: Beveled for field welding.
4. Exterior Coating: Coal tar enamel, AWWA C203, Section 2.

6. ACCESSORIES

- A. Casing Seals
 1. Materials: High density rubber with stainless steel strap.
 2. Manufacturer: Pipeline Seal and Insulator Co., Model W, or equal.
- B. Casing Chocks
 1. Materials: Stainless steel casing chock
 2. Manufacturer: Pipeline Seal and Insulator Company, Model 4810, or equal.
- C. Bands: Stainless steel straps.

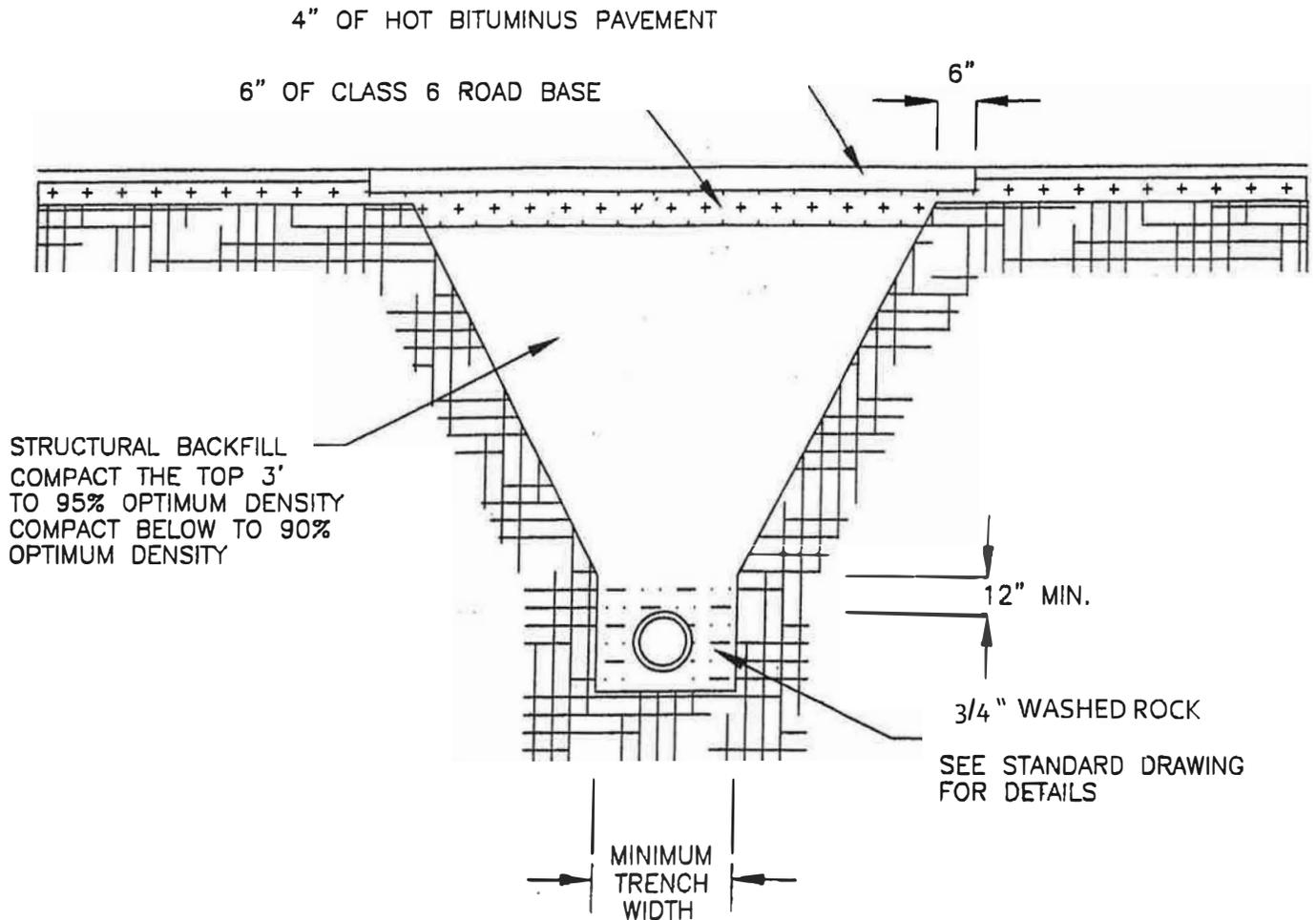
7. CASING INSTALLATION

- A. General
 1. Install the casing by jacking or tunneling through the earth.
 2. Open trench excavation shall not be permitted where boring or jacking is specified.
 3. Remove earth displaced by the casing through the interior by hand, by auger, or other acceptable means.
- B. Smooth Steel Pipe
 1. Provide adequate equipment to insure a smooth, continuous and uniform casing with no exterior voids.
 2. Weld each section of pipe with a full penetration butt weld around the entire circumference of the joint to form a continuous conduit capable of resisting all stresses, including jacking stresses.

8. CARRIER PIPE INSTALLATION

- A. Install pipe in accordance with the applicable pipe specification sections.
- B. Attach 3 pipe chocks to each pipe length with a maximum spacing of 6 feet and insert carrier pipe. Reference Drawing 200-4.
- C. Seal the ends of the casing with casing seals.

STANDARD TRENCH DRAWING



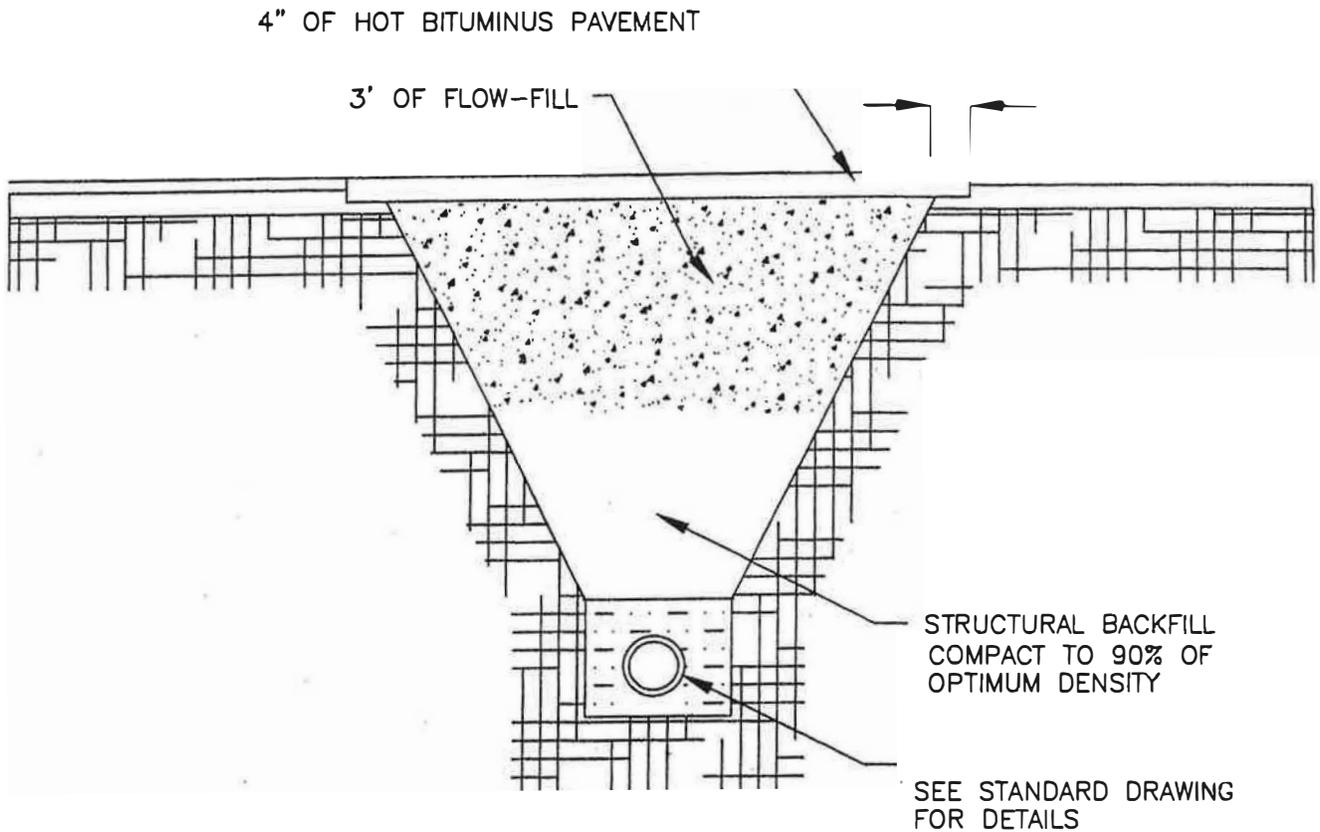
TRENCH WIDTH NOTES:

1. INSIDE DIAMETER PIPE < 33" ALLOW 8" MIN. EACH SIDE OF PIPE
2. INSIDE DIAMETER PIPE > 36" ALLOW 12" MIN. EACH SIDE OF PIPE
3. TRENCH WIDTHS SHALL NOT BE WIDENED BEYOND THESE LIMITS BELOW THE TOP OF THE PIPE.

PAVEMENT PATCHING NOTES:

1. EXISTING PAVEMENT TO BE CUT STRAIGHT 6" FROM THE EDGE OF THE TRENCH
2. IF THE ADJACENT PAVEMENT IS DISTURBED IT SHALL BE RECUT TO A NEAT LINE AND REPLACED.
3. MINIMUM PATCH THICKNESS IS 4" OR MATCHING EXISTING WHICHEVER IS GREATER.
4. MINIMUM PATCH THICKNESS ON U.S. HIGHWAY 50 IS 6"
5. PATCHING SHALL BE COMPLETED WITHIN 48 HOURS OF COMPLETION OF BACKFILL
6. IF HOT BITUMINOUS PAVEMENT IS NOT AVAILABLE COLD PATCH SHALL BE USED. COLD PATCH SHALL BE REPLACED WITH HOT BITUMINOUS PAVEMENT AS SOON AS IT IS AVAILABLE.

FLOW-FILL BACKFILL DRAWING



SEE STANDARD TRENCH DRAWING FOR TRENCH WIDTH AND PAVEMENT PATCHING REQUIREMENTS.

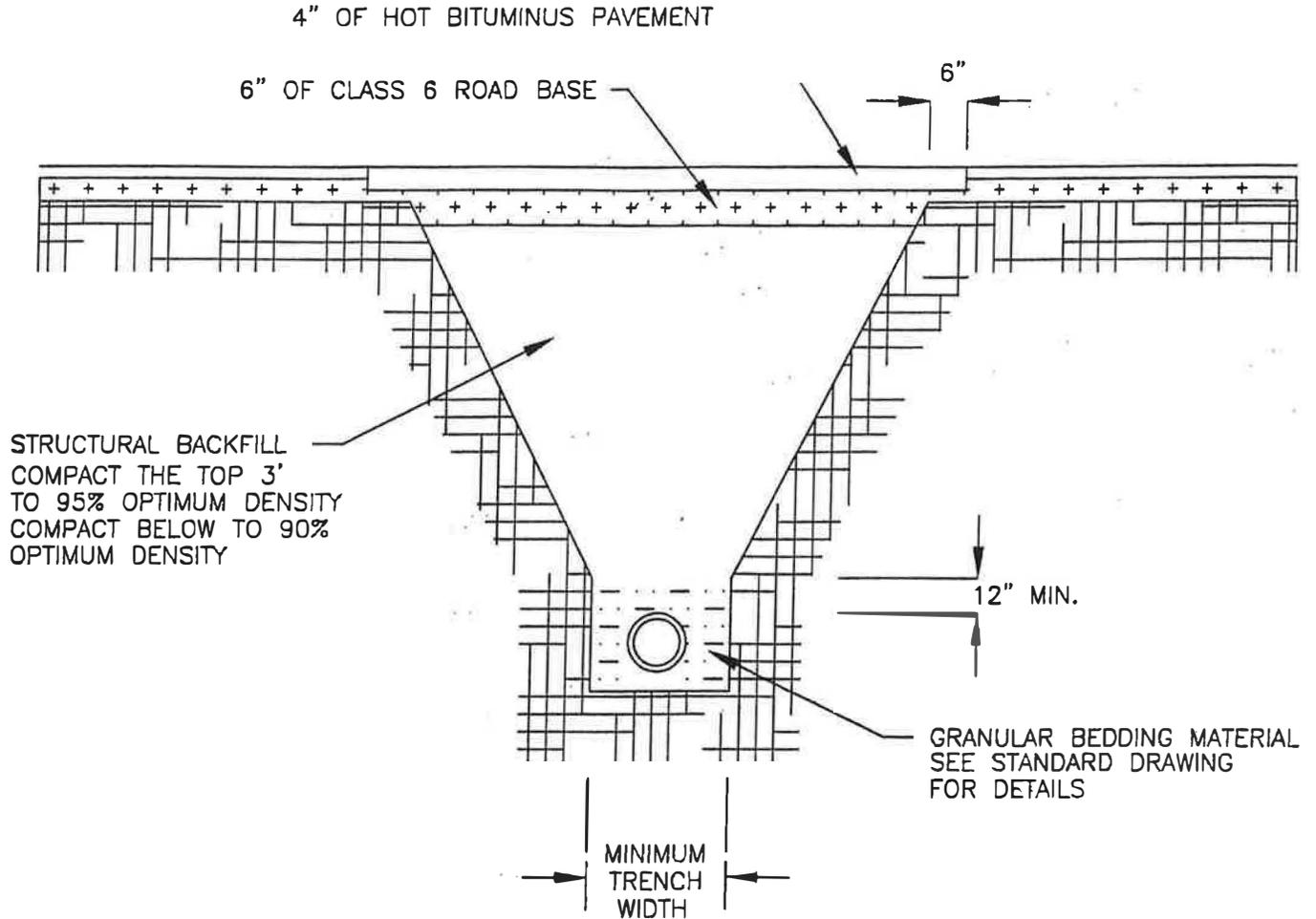
EXCEPT:

IF HOT BITUMINOUS PAVEMENT IS NOT AVAILABLE THE TRENCH MAY BE FILLED LEVEL TO THE ADJACENT PAVEMENT WITH FLOW-FILL. THE TOP 4" SHALL BE REPLACED WITH HOT BITUMINOUS PAVEMENT AS SOON AS IT IS AVAILABLE.

COMPACTION TESTING NOT REQUIRED WITH THIS DRAWING

DRAWING 200-2

STANDARD TRENCH DRAWING



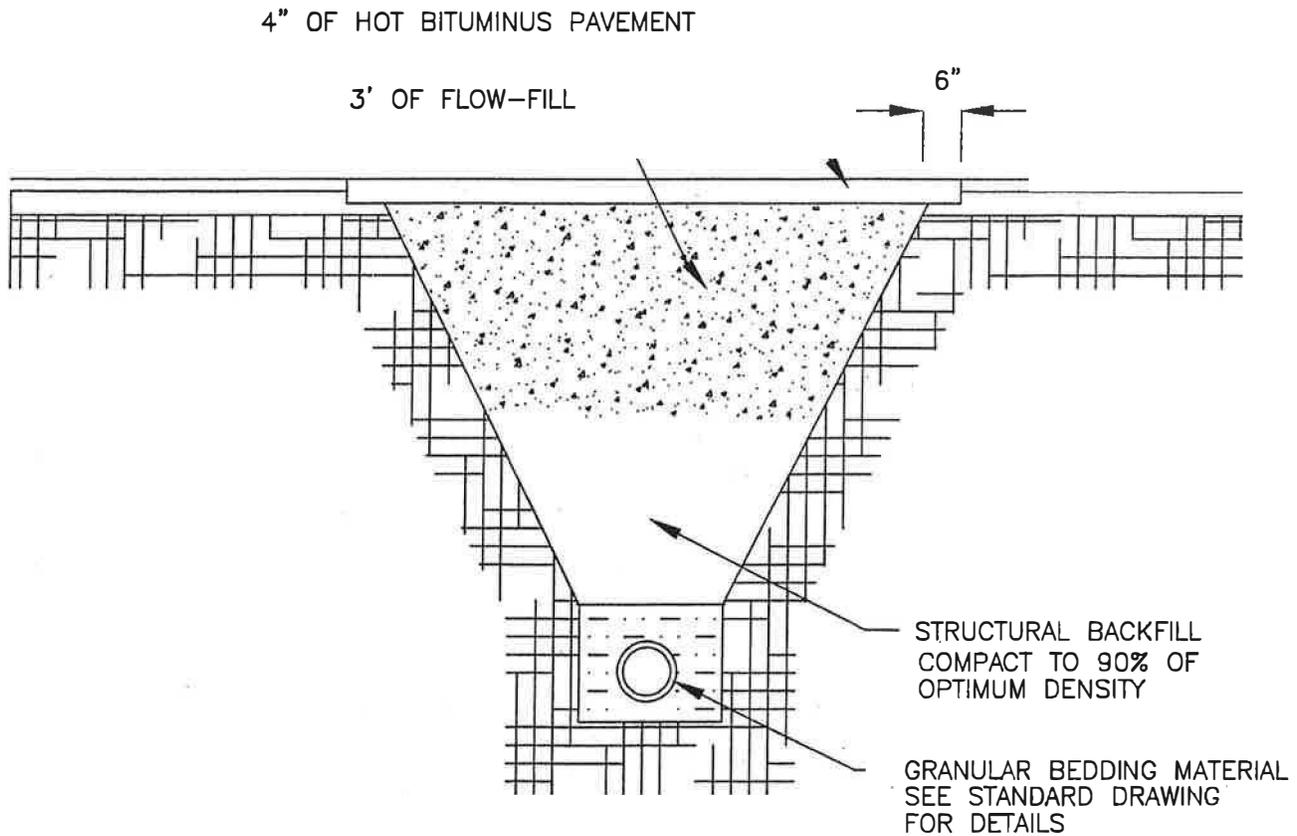
TRENCH WIDTH NOTES:

1. INSIDE DIAMETER PIPE < 33" ALLOW 8" MIN. EACH SIDE OF PIPE
2. INSIDE DIAMETER PIPE > 36" ALLOW 12" MIN. EACH SIDE OF PIPE
3. TRENCH WIDTHS SHALL NOT BE WIDEND BEYOND THESE LIMITS BELOW THE TOP OF THE PIPE.

PAVEMENT PATCHING NOTES:

1. EXISTING PAVEMENT TO BE CUT STRAIGHT 6" FROM THE EDGE OF THE TRENCH
2. IF THE ADJACENT PAVEMENT IS DISTURBED IT SHALL BE RECUT TO A NEAT LINE AND REPLACED.
3. MINIMUM PATCH THICKNESS IS 4" OR MATCHING EXISTING WHICHEVER IS GREATER.
4. MINIMUM PATCH THICKNESS ON U.S. HIGHWAY 50 IS 6"
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FLOW-FILL BACKFILL DRAWING



SEE STANDARD TRENCH DRAWING FOR TRENCH WIDTH AND PAVEMENT PATCHING REQUIREMENTS.

EXCEPT:

IF HOT BITUMINOUS PAVEMENT IS NOT AVAILABLE THE TRENCH MAY BE FILLED LEVEL TO THE ADJACENT PAVEMENT WITH FLOW-FILL. THE TOP 4" SHALL BE REPLACED WITH HOT BITUMINOUS PAVEMENT AS SOON AS IT IS AVAILABLE.

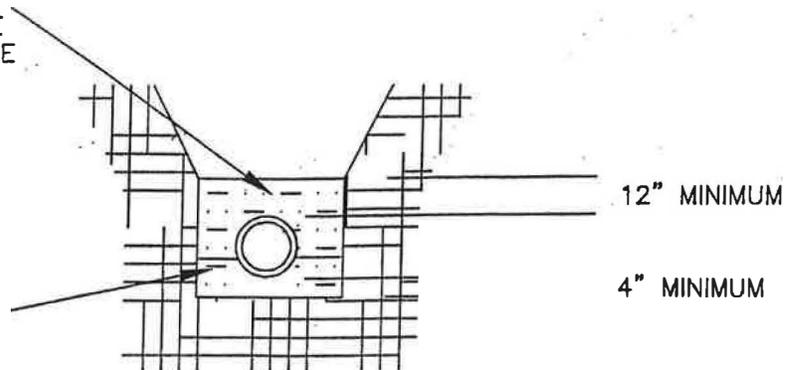
COMPACTION TESTING NOT REQUIRED WITH THIS DRAWING

DRAWING 200-2

PIPE EMBEDMENT DRAWING

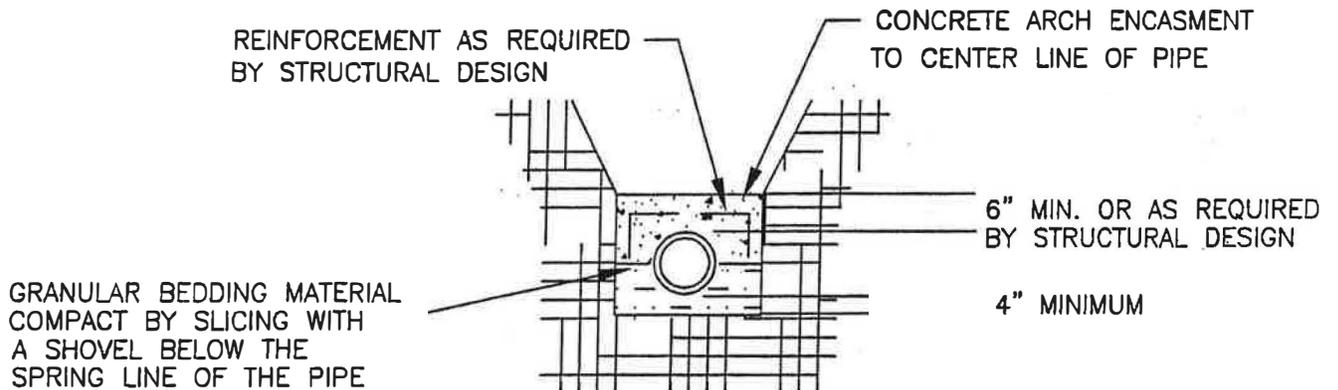
GRANULAR BEDDING MATERIAL
COMPACT BY SLICING OR
VIBRATORY COMPACTOR ABOVE
THE SPRING LINE OF THE PIPE

GRANULAR BEDDING MATERIAL
COMPACT BY SLICING WITH
A SHOVEL BELOW THE
SPRING LINE OF THE PIPE



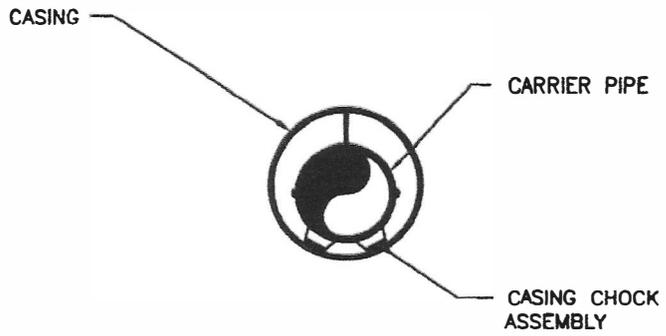
CLASS B EMBEDMENT DRAWING

GRANULAR BEDDING MATERIAL SHALL BE PLACED IN 6" MAX. LIFTS

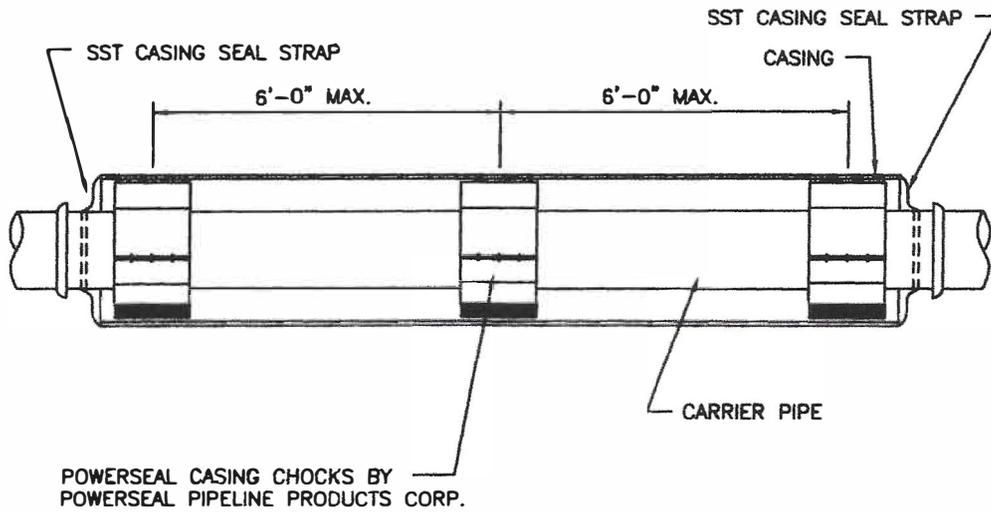


CLASS A EMBEDMENT DRAWING
CONCRETE ARCH ENCASEMENT

DRAWING 200-3



END SECTION



PIPE CASING DETAIL

DRAWING 200-4

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GUNNISON COUNTY

SANITARY SEWER SPECIFICATIONS

SECTION 300

I. SCOPE:

The purpose of the Sanitary Sewer Specification is to set forth the criteria to be used in the construction of sanitary sewer mains and appurtenances for approval and acceptance by Gunnison County.

All sanitary sewer mains shall be constructed using a pipe with a minimum nominal inside diameter of eight (8) inches.

All excavation and backfill shall conform to the General Earthwork Specification and as shown on the Standard Details of this section.

II. MATERIALS:

1. Rigid Poly Vinyl Chloride Pipe (PVC) & Fittings:

General: All PVC pipe shall meet the requirements of ASTM Designation D3034 "Type PSM Poly Vinyl Chloride (PVC) Sewer Pipe and Fittings", latest revision. The maximum allowable length per section of pipe from bell to spigot shall not exceed 20 feet.

Wall Thickness: The wall thickness of all PVC pipe shall meet ASTM Designation D3034: SDR 35 or better.

Joints: Pipe joint assemblies shall be bell and spigot with an O-ring rubber gasket, for main line and service lines.

Acceptance: In addition to any deficiencies covered by ASTM D3034, PVC which has any of the following visual defects will not be accepted:

- A. Improperly formed pipe such that the pipe intended to be straight has an ordinate, measured from the concave side of the pipe, exceeding 1/16 inch per foot of length.
- B. Pipe which is sufficiently out-of-round to prohibit proper jointing.
- C. Improperly formed bell and spigot ends.

requirements of ASTM C-150, Type II. Fine aggregate shall consist of well graded, natural sand having clean, hard, durable, uncoated grains, free from organic matter, soft or flaky fragments or other deleterious substances. The fine aggregate shall be thoroughly washed and shall be uniformly graded from coarse to fine with a minimum of 95% passing a number 4 sieve and a maximum of 7% passing a number 100 sieve. All mortar shall be fresh for the work at hand. Mortar that has begun to set shall be thrown away.

- E. Cement: All cement used in concrete and mortar shall conform to ASTM Designation C-150, Type II.
 - F. Aggregate: Aggregate shall conform to Standard Specifications for Concrete Aggregates ASTM Designation C33.
3. Encasements: Concrete for encasements shall have a minimum cement content of 5 sacks per cubic yard and a maximum water content of 6 gallons per sack of cement and shall have a minimum compressive strength of 2500 psi in 28 days.

III. INSTALLATION:

1. Grade Stakes: The Developer's Engineer shall provide grade stakes for all sewer main installation. These stakes shall locate the main both horizontally and vertically. All manholes shall be staked for centers, line, and elevation.

Other methods of maintaining alignment, such as the use of laser beam equipment or surveying equipment are acceptable.

2. Pipe: Pipe shall be installed at the depths and location shown on the drawings and shall be a minimum of 6 feet from top of pipe to existing or proposed finish grade which ever is lower. No rocks larger than 2 inches in diameter will be permitted within 1 foot of the pipe. Sufficient handwork will be necessary around the bell so that the pipe will have a firm bearing from end to end. This will ensure that the weight of the pipe and backfill will be carried on the body of the pipe and not concentrated on the bell. All adjustments to line and grade must be made by scraping or filling under the body of the pipe. Wedging or blocking of the bell of the pipe will not be permitted. Bedding shall be as specified in the General Earthwork Section 200 of these specifications.

Sewer mains or service lines shall not be installed at less than six (6) foot below finished grade without the permission of the inspector. The type and

amount of insulation over the pipe shall be approved by the inspector.

The pipe shall be laid upgrade from structure to structure, with bell end upgrade. All main sewer pipe shall be pushed past the guide mark and to the shoulder of the bell (properly seated).

3. Manholes: Manholes shall be constructed at the locations and to the elevations indicated on the drawings. Manholes shall be so constructed so as to form a circle in a horizontal plane.

Bedding material shall be 1 1/2" washed rock for all manhole bases to a depth of one foot.

The internal diameter of 4 foot manhole barrels shall be maintained to a distance of not more than 4 feet below finished grade. From that point, the manhole barrel shall be tapered to the 24 inch internal diameter for 4 foot diameter manholes, as shown on the standard drawings for this section.

The internal diameter of 5 foot manhole barrels shall be maintained to a distance of not more than 5 feet below finished grade. From that point, the manhole barrel shall be tapered to the 24 inch internal diameter for 5 foot diameter manholes shown on the standard drawings for this section.

The internal diameter of 6 foot manhole barrels shall be maintained only a distance of 6 feet - 6 inches above the manhole base. Then reduce the barrel to an internal diameter of 5 feet to a distance not more than 5 feet below the finished grade. From that point, the manhole barrel shall be tapered to a 24 inch internal diameter. The manhole barrels shall be tight at all joints.

The cone section shall not extend closer than 8 inches and not more than 16 inches from the top of the manhole cover. Precast concrete adjustment rings shall be used on top of the cone to support and adjust the manhole frame to the required final grade.

The horizontal joints between precast manhole sections shall be sealed with preformed bitumastic material and plastered and troweled smooth, inside, with Portland Cement mortar. The mortar shall be not less than 5/8 of an inch in thickness over the joint and shall extend at least 4 inches either side of the joint. The joint between the manhole base and the lowest precast section shall be grouted, inside and outside.

Where the sewer main enters the manhole, necessary measures shall be taken to prevent any infiltration of groundwater into the system as shown on

the Standard Drawings of this section. Connections to precast manholes may be made with a continuous circular connector cast into the manhole wall. Connectors shall be acceptable to the inspector.

The horizontal joints between precast manhole sections shall be sealed with preformed bitumastic material and plastered and troweled smooth, inside, with Portland Cement mortar. The mortar shall be not less than 5/8 of an inch in thickness over the joint and shall extend at least 4 inches either side of the joint. The joint between the manhole base and the lowest precast section shall be grouted, inside and outside. For manholes in groundwater the exterior shall be water proofed in some fashion.

Where the sewer main enters the manhole, necessary measures shall be taken to prevent any infiltration of groundwater into the system as shown on the Standard Drawings of this section. Connections to precast manholes may be made with a continuous circular connector cast into the manhole wall. Connectors shall be acceptable to the inspector.

4. Precast Bases: The pipe shall not extend more than 1 inch inside the manhole wall.

Concrete inverts shall be placed in the bases conforming to the requirements of the cast-in-place manhole base requirements for changes in direction and size.

Prior to placing the precast base the subgrade shall be level and at the correct elevation for the connecting pipe. No wedging or blocking of the base will be allowed.

5. Connections to Existing Manholes: Sewer pipe connection to existing manholes where there is no existing pipe stubbed out shall be made in such a manner that the finished work will conform as nearly as practicable to the essential requirements specified for new manholes. The Contractor shall break out as small an opening in the existing manhole as necessary to insert the new sewer pipe. The existing concrete foundation bench shall be shaped to the cross-section of the new pipe in order to form a smooth continuous invert similar to what would be formed in a new concrete base. Cement grout shall be used as necessary to smoothly finish the new invert and to seal the new line so the junction is watertight.
6. Outside Drop Manholes: Whenever the elevation difference between the incoming sewer invert and the invert of the manhole is equal to or greater than 24 inches, an outside drop shall be indicated on the drawings and shall be constructed as shown.

The diameter of the drop shall not be less than the diameter of the sewer main. This specification for outside drops shall apply equally to any service line where it enters a manhole.

Construction of outside drops shall be in accordance with the Standard Drawings of this section.

7. Encasements: Prior to placing the concrete for cradles or encasements, temporary supports consisting of concrete blocks or bricks shall be used to support the pipe in place. Not more than 2 supports shall be used for each pipe length, one adjacent to the shoulder of the bell and the other near the spigot end.

No encasements shall be poured until the inspector has inspected and approved the pipe to be encased and its supports.

8. Relationships Between Water Lines and Sanitary Sewers: Lines shall mean all water or sewer lines including mains, laterals and service lines. When a water and sewer line are within 10 feet horizontally (centerline distance) of each other and the sewer line is above or less than 18 inches (clear distance) below the water line, the portion of the sewer line within that area shall:
 - A. Be constructed of approved waterline pipe and joints (Ductile Iron Cement mortar lined pipe conforming to AWWA C 151),
 - B. Be constructed of SDR 35 PVC sewer pipe with all joints and pipe within 10 feet of the water line encased in concrete that is a minimum of 6 inches thick centered on the crossing pipe or,
 - C. A designed protection system subject to the review and approval of the inspector.

In all cases, suitable backfill or other structural protection shall be provided to preclude the settling or failure of both pipes.

Crossings of sewer and water lines shall not be at an angle less than 45 degrees unless approved by the inspector.

See the Standard Drawings of this section.

9. Service Line Taps: Service taps into sewer mains shall use a factory flow wye referenced in Section II. If a saddle tap is used: Holes for the saddle tap connection shall be made by a mechanical hole cutter and shall be full diameter of the service line. Holes shall be de-burred and carefully beveled

to provide a smooth hole shaped to conform to the fitting.

See Section II. Materials of this section.

Service connections shall point to 10 o'clock or 2 o'clock and shall not be installed vertically to the main line and be in the top 1/4 of the main. Also the service line shall point either perpendicular to the direction of flow or in the direction of the main line flow.

Sewer mains or service lines shall not be installed at less than six (6) foot below finished grade without the written permission of the inspector. The type and amount of insulation over the pipe shall be approved by the inspector. All service lines shall have a tracer wire.

See the Standard Drawings of this section.

Any service line installation that crosses an irrigation ditch shall be isolated from the ditch so that flow from the ditch will not enter the sewer line trench and guarded from damage from ditch maintenance activities. The installation and materials shall be approved by the inspector.

Clean outs shall be installed at the property line and within 5' of building being served. If the distance from the building clean out to the county main line exceeds 100' then additional clean outs will need to be added so that the distance between any two clean outs is not greater than 100'. Minimum requirements include flow wye with flow direction toward Gunnison County's sewer main and a removable gasketed 4' sewer cap.

VI. SEWER PIPELINE TESTING:

1. Testing Pipelines: All pressure and leakage testing shall be performed by the Contractor under direct control of the Engineer or an approved independent laboratory.
2. Testing Sanitary Sewers: The testing of sanitary sewers for acceptability shall include the following tests:
 - A. Exfiltration of water or exfiltration of air under pressure - by Contractor.
 - B. Infiltration of water - by Utility Department Sewer Camera.
 - C. Deflection of thermoplastic pipe - by Contractor.
 - D. Lamping - by Contractor's Engineer.

3. Exfiltration Tests: An exfiltration or leakage test shall be performed on all newly constructed sanitary sewers. The Contractor will determine whether the test will be made with water or air pressure and shall furnish all labor, tools and equipment necessary to conduct the test.

The exfiltration test will not be considered valid without the presence of the Engineer or his representative throughout the test.

- A. Exfiltration of Water Test: The length of pipeline to be tested shall be limited so that the pressure on the lower end of the test section does not exceed 6 feet of water column. The test section shall be sealed off from the remaining pipeline with watertight plugs inserted in the pipes at the end manholes. The Contractor shall fill the pipe to the test level with potable water at least 24 hours prior to conducting the test. The test level shall be at least 18 inches above the top of the pipe opening in the upper manhole or 18 inches above the ground water table, whichever is higher.

Throughout the test period of at least 1 hour, the water level shall be maintained at the test level and all water added shall be accurately measured. If the exfiltration rate exceeds 0.15 gallon per inch of nominal pipe diameter per hour per 100 feet of pipe length, the leaks shall be located and repaired at the Contractor's expense, and the pipeline retested until the leakage is within the allowable limits.

- B. Air Leakage Test: If the Contractor chooses to test for exfiltration with air pressure, the testing shall be in accordance with ASTM C 828. The ends of the test section shall be sealed at the manholes with pneumatic plugs. One of the plugs provided shall have 2 taps. 1 tap will be used for introducing air into the pipeline through suitable valves and fittings so that the input air may be regulated. The second tap shall be fitted with valves and fittings to accept a pressure gauge to monitor the internal pressure of the sewer pipe.

The pressure gauge shall meet the following minimum specifications:

- Size. 4 1/2 inch diameter
- Pressure range. 0 - 15 psi
- Figure intervals 1 psi increments
- Smallest Intervals. 0.05 psi
- Pressure tube. Bourbon tube or diaphragm

Procedure: Connect the pressure gauge and air control equipment to the proper fittings and slowly apply air pressure. Pressurize the pipe line to 4.0 psig and throttle the air supply to maintain between 4.0

and 3.5 psig for at least 2 minutes in order to allow equilibrium between air temperature and pipe walls. During this time check all plugs for leakage. If plugs are found to leak, bleed off air; tighten plugs and repressurize the pipeline. After the temperature has stabilized, allow the pressure to decrease to 3.5 psig. At 3.5 psig begin timing to determine the time required for pressure to drop to 2.5 psig. The time, in seconds, for the air pressure to decrease from 3.5 psig to 2.5 psig should be greater than the minimum test time shown in the following table.

MINIMUM TEST TIME FOR VARIOUS PIPE SIZES

Nominal Pipe Size, in.	T (time) Min/100 ft.	Nominal Pipe Size, in.	T (time) Min/100 ft.
4	0.3	21	3.0
6	0.7	24	3.6
8	1.2	27	4.2
10	1.5	30	4.8
12	1.8	33	5.4
15	2.1	36	6.0
18	2.4	39	6.6
		42	7.3

If the air test fails to meet the above requirements, the leaks shall be located and repaired at the Contractor's expense and the pipeline retested until the leakage is within the allowable limits.

In areas where the ground water level is above the pipe, the hydrostatic pressure of the ground water above the pipeline shall be determined and added to all test pressures.

4. **Infiltration of Water:** If the sewer line is in an area where the water table is a minimum of 18" above the pipeline's highest point, the contractor may conduct an infiltration test. The infiltration of ground water will be measured with special made weirs which will be inserted in the pipeline at manholes where flow is present. The infiltration rate shall not exceed .15 gallons per inch pipe diameter per day per 100 foot of sewer line. If the infiltration exceeds this flow rate, the leaks shall be located and repaired at the Contractor's expense.

Infiltration tests shall be completed prior to placing new sewer lines in service.

5. Deflection Testing for Plastic Pipe:

All PVC sewer lines will be tested for excess deflection by the Contractor. The maximum allowable deflection of flexible pipe shall not exceed seven and one-half percent (7 1/2%) of the base inside diameter as established in ASTM D 3034. The following values from ASTM D 3034 shall apply:

Nominal Pipe Size, In.	Base Inside Diameter In.	Mandrel Diameter In.
6	5.4	5.31
8	7.665	7.09
10	9.563	8.84
12	11.361	10.51
15	13.898	12.86

The deflection test will be performed by pulling a mandrel up-grade through the pipe from manhole to manhole. Where deflection is found to be in excess of allowable testing limits, the Contractor shall excavate to the point of excess deflection and remove the deflection by recompacting around the pipe or other approved method. After backfilling, the line shall then be retested for deflection. If the line has failed to return to its original size (inside diameter) the deflected pipe shall be replaced by the Contractor at his expense.

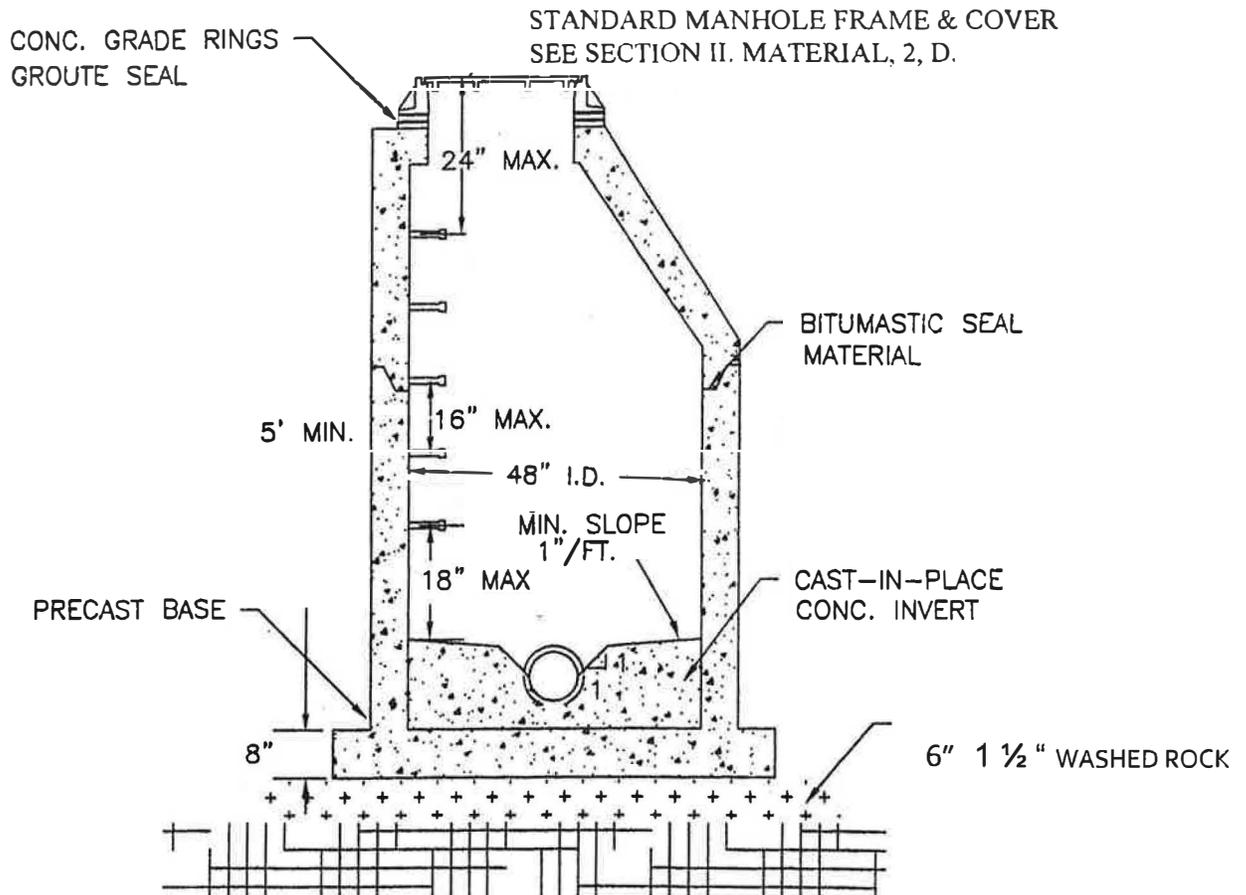
5. Lamping Test:

Lamping will be performed on all sanitary sewer pipes by an Engineer. In order to pass the lamping test, 3/4 of the pipe circle shall be observed both vertically and horizontally between manholes.

6. Sewer Camera Video Work:

Additions of main sewer lines to the current Gunnison County Collection System will require final sewer camera video before being accepted by Gunnison County. Any major defects will be subject to repair before being accepted by Gunnison County.

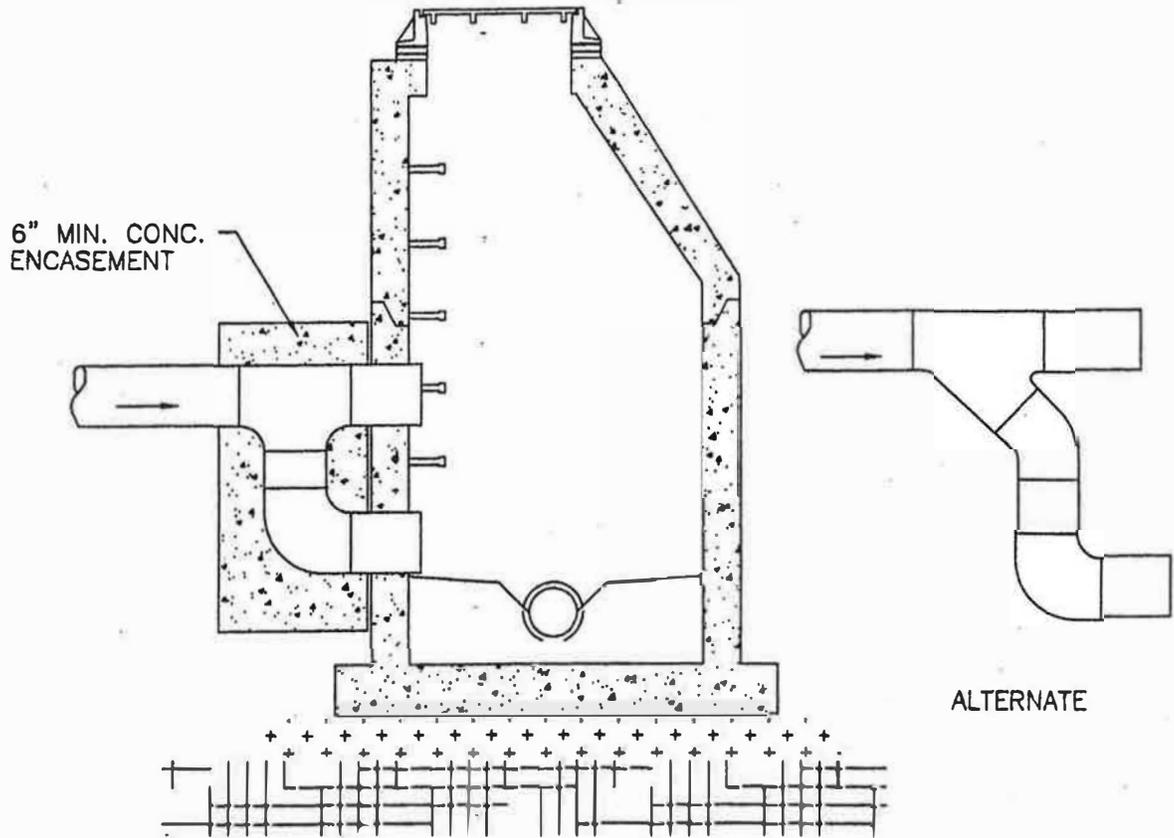
STANDARD MANHOLE DRAWING



MANHOLE NOTES

1. MANHOLE RISER BARREL PIPE , CONES, FLAT TOPS AND GRADE RINGS SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-478 OR AASHTO M-199.
2. ALL CEMENT USED IN MORTER, CONCRETE BASES, GRADE RINGS, BARREL SECTIONS, CONES, AND FLAT TOPS FOR SANITARY SEWERS SHALL BE TYPE IV OR MODIFIED TYPE II PORTLAND CEMENT WITH LESS THAN 5% TRICALCIUM ALUMINATE.
3. FOR PIPE SIZES GREATER THAN 24" DIAMETER 60" DIAMETER MANHOLE REQUIRED.
4. FOR CAST-IN-PLACE BASES INVERT AND BASE SHALL BE POURED MONOLITHIC. THE TOTAL THICKNESS AS MEASURED FROM THE PIPE INVERT SHALL BE 8" MIN.
5. A BITUMASTIC SEAL AND GROUTE ARE REQUIRED BETWEEN CAST-IN-PLACE BASES AND PRECAST BARREL SECTIONS.
6. MANHOLES LESS THE 5' DEEP SHALL HAVE FLAT TOPS.

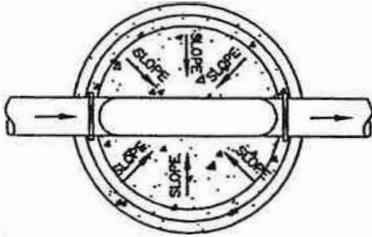
STANDARD DROP MANHOLE DRAWING



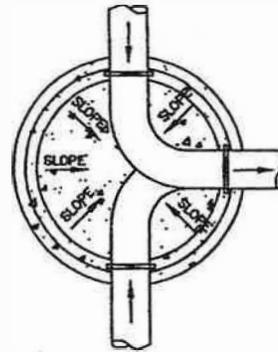
NOTES:

1. REFER TO STANDARD MANHOLE DRAWING FOR DIMENSIONS NOT SHOWN.
2. INCOMING SEWER SHALL NOT BE LOCATED WITHIN 1' OF THE MANHOLE STEPS.
3. DROP MANHOLES ARE REQUIRED WHEN THE SEWER ENTERS THE M.H. 2'-0" OR MORE ABOVE THE LOWEST INVERT OF THE MAN HOLE.

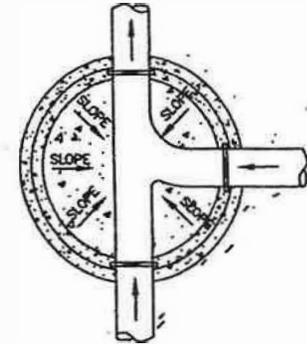
STANDARD MANHOLE INVERT DRAWING



CONTINUOUS PIPE



"Y" OR 90° JUNCTION



"T" JUNCTION

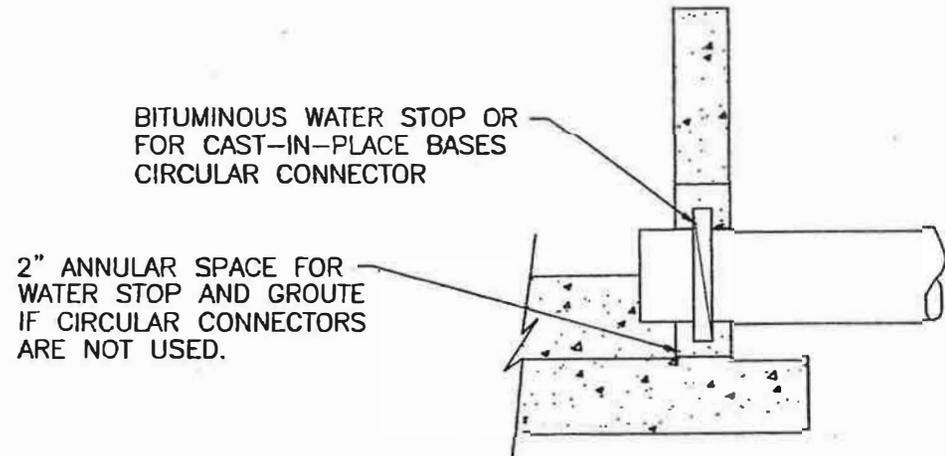
CAST-IN-PLACE BASE

1. WHERE NO CHANGE IN ALIGNMENT IS REQUIRED LAY PIPE THROUGH BASE.
2. AFTER POURING BASE REMOVE 3' +/- OF CROWN OF PIPE.

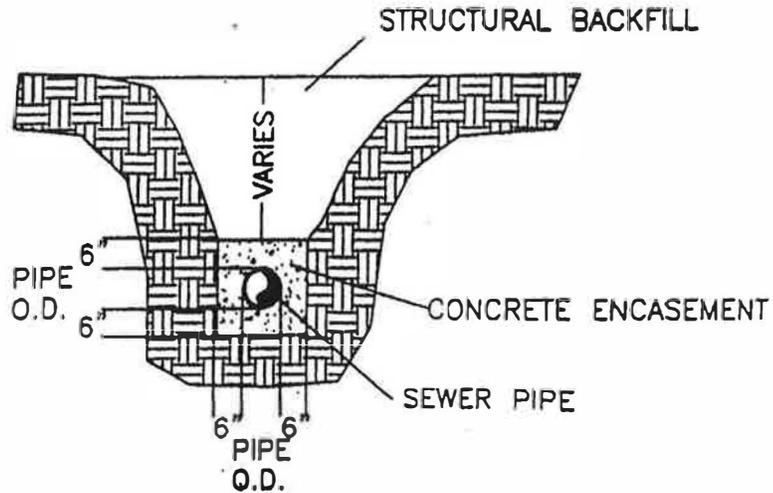
PRECAST BASE

1. EXTEND PIPE 1" +/- PAST FACE OF MANHOLE WALL.

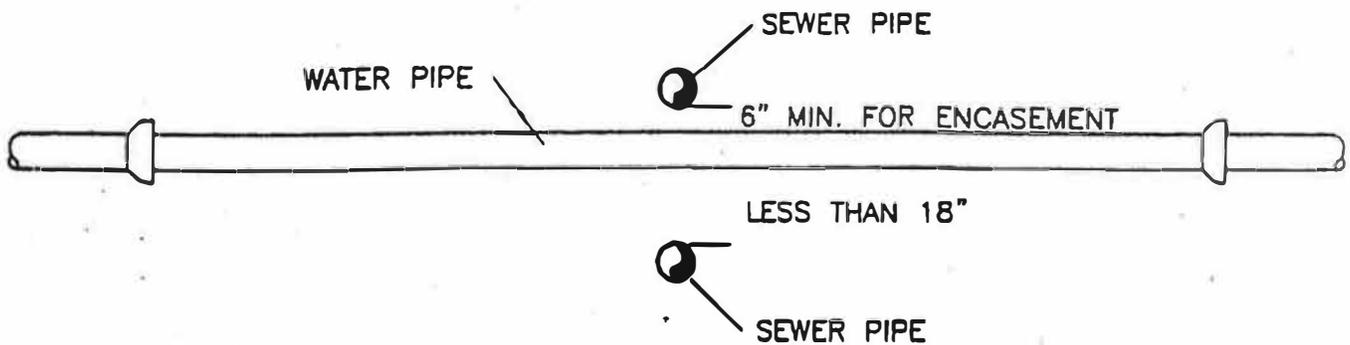
PIPE ENTRANCE



SANITARY SEWER – WATER PIPE CROSSING



CONCRETE ENCASEMENT



PIPE CROSSING

NOTE:
 IF THE SEWER PIPE IS ABOVE THE WATER PIPE
 OR IF THE SEWER PIPE IS LESS THAN 18" BELOW THE WATER PIPE
 THE SEWER PIPE MUST BE CONCRETE ENCASED TO PROTECT THE WATER PIPE.
 SEE SPECIFICATION SECTION 500 OR 600 FOR PROTECTION REQUIRED.
 PROTECTION MUST EXTEND A MINIMUM OF 10' EACH WAY FROM THE CROSSING.

GUNNISON COUNTY
WATER MAIN SPECIFICATIONS

SECTION 400

I. SCOPE:

The purpose of the Water Main Specification is to set forth the criteria to be used in the construction of water mains for approval and acceptance by Gunnison County.

All water mains shall be a minimum of 6 inches in diameter.

All excavation, embankment and backfill shall conform to the General Earthwork Specifications and as shown on the Standard Drawing of this section.

II. MATERIALS:

1. Pipe: Ductile iron pipe for water mains shall conform to the AWWA C-151, thickness class 52. Ductile iron pipe shall be cement lined per AWWA C-104.
2. Joints: Ductile iron pipe joints shall be mechanical, push on or restrained push-on joints conforming to AWWA C-111.

Gaskets shall be of neoprene or other synthetic rubber material.

Restrained push-on joints:

American "Lok-Fast" or "Lok-Ring",
CLOW "Super-Lock"
US Pipe "Lok-Tyton" or "Lok-Tyte"
Griffin "Snap-Lock".

Restrained Glands:

EBBA Iron model No. 1100 series

3. Fittings: Fittings shall be ductile-iron conforming to AWWA C153, pressure Class 350, mechanical joint conforming to AWWA C-111 with appropriate gaskets for the connected pipe.
4. Bonding Straps: Bonding straps shall be de-oxidized copper conforming to ASTM-B 152-58 D.H.P., a minimum of 1 1/4 inch wide by 1/8 inch thick and of sufficient length to attach to each pipe.

Bonding may be accomplished using Cad Weld method for ductile pipe with a minimum wire requirement of #4 BSD Copper.

5. Valves & Valve Boxes:
 - A. Gate Valves: Gate Valves shall be in accordance with AWWA Standard C509, equal to the class of pipe being used, with mechanical joint ends. All valves shall be equipped with a nonrising stem and standard 2 inch square wrench nut. Stems will provide "O" ring dirt seal and pressure seal packings. All zinc bolts shall be replaced with stainless steel bolts.
 - B. Butterfly Valves: Butterfly valves shall be Engineer approved and shall conform to AWWA Standard C504.
 - C. All valves shall open counter-clockwise (Open Left).
 - D. Valve Boxes: Valve boxes will be provided for each valve, such boxes to be buffalo-type, 2 or 3 piece with extension as required. Shafts will be not less than 6 inches in diameter and will be capped with a standard flush-type lid weighing not less than 10 pounds and marked "Water".
6. Fire Hydrants: Fire Hydrants shall be in accordance with AWWA Specification C-502 and shall be Waterous 51/4" Pacer Fire Hydrant or equivalent. All hydrants shall be installed with adjustable grade device.
7. Encasements & Thrust Blocks: Concrete for encasements or thrust blocks minimum compressive strength of 2500 psi in twenty-eight (28) days.
8. Appurtenances:
 - A. Pipe: Three (3) inch and larger shall conform to paragraph 1 of this Specification. Pipe 2 inch or smaller shall be Type K copper or HDPE (High Density Polyethylene). All service lines shall not be less than one inch.
 - B. Joints: Three (3) inch and larger shall conform to paragraph 2 of this Specification. Joints 2 inch and smaller shall be compression.
 - C. Fittings: Three (3) inch and larger shall conform to paragraph 3 of

this Specification. Fittings 2 inch and smaller shall be compression.

- D. All service lines shall be HDPE (high density polyethylene) with a minimum of 1" line size or copper with a minimum of 1" line size. The service line shall be bedded in 3/4" washed rock from the corporation stop and or curb valve to the foundation. All lines shall include a tracer wire.

9. Corporation Stops:

1 inch - Materials to be approved by Gunnison County.

Larger than one inch - Materials to be approved by Gunnison County.

- 10. Curb Valves & Stops: Material to be approved by Gunnison County.
- 11. Curb Boxes: Materials to be approved by Gunnison County.
- 12. Service Saddles: Mueller Ductile Iron, Service Saddles H105 Series double strap.

III. INSTALLATION:

- 1. Pipe: Pipe shall be installed a minimum of 6 foot from top of pipe to existing or proposed grade which ever is lower.

General: All pipe and fittings shall be carefully lowered into the trench by means of a hoist, ropes or other suitable tools or equipment in such a manner as to prevent damage to the water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench. All pipe and fittings shall be carefully examined for cracks or other defects immediately before installation in final position. Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. During laying operations, no debris, tools, clothing or other material shall be placed in the pipe. As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and the pipe forced on and brought to correct line and grade. Precautions shall be taken to prevent dirt from entering the joint space.

At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other means approved by the inspector. If

water is in the trench, the plug shall remain in place until the trench is pumped completely dry.

Where pipe is laid on a grade of 10% or greater, the laying shall start at the bottom and shall proceed upward with the bell ends of the pipe up grade. The cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe and so as to leave a smooth end at right angles to the axis of the pipe. No pipe shall be laid when in the opinion of the inspector trench conditions are unsuitable.

2. Bonding Strap: A bonding strap shall be installed across each joint in the water line to provide metal to metal continuity. Bonding straps shall be attached at each end by means of magnesium weld or other approved method.
3. Valves: Valves shall be set and joined to pipe in the manner specified for cleaning, laying and joining pipe. Valves shall be installed where shown on the drawings. In instances where the valve is to be installed adjacent to the Tee or Cross Fitting, there shall be at least an 18 inch section of pipe but never more than a 36 inch section of pipe between the valve and the fitting. Valves shall have the interior cleaned of all foreign matter before installation. Valves shall be inspected in the open and closed positions to insure that all parts are in working condition.
4. Valve Boxes: Valve boxes shall be provided for all valves. Valves 10 inches and larger shall be provided with a bonnet. Valve boxes will be centered and plumb over the wrench nut of the valve with the box cover flush with the level of the finished grade or such level as may be directed by the Engineer. Upon completion of backfill around the valve box, a 4 x 4 inch timber shall be placed vertically next to each valve box, exposed portion of which shall be above finished grade of the subgrade.
5. Fire Hydrants: Fire Hydrants will be mounted at the grade elevation and location designated by the Utility Department. An appropriately sized Class 150 auxiliary valve with mechanical joint ends shall be required with each hydrant and installed at the location designated by the designing Engineer.

Hydrant drainage in pervious soil shall be provided at the base of the hydrant by placing coarse gravel or crushed stone from the bottom of the trench to at least 6 inches above the water opening (weep holes) in the hydrant and to a distance of 1 foot around the elbow.

Hydrant drainage in clay or other impervious soil shall be provided by a drainage pit 2 feet in diameter and 3 feet deep excavated below the hydrant and filled compactly with coarse gravel or crushed stone under and around the elbow of the hydrant and to a level of 6 inches above the water opening (weep holes).

6. Thrust Restraints: All plugs, tees, valves, bends and hydrants or a change in direction of 10 degrees or more shall be provided with Thrust Restraints.
 - A. Thrust Blocks: Concrete Thrust Blocks shall be placed between the solid ground of the trench wall and the fitting. The backing shall be so placed that the pipe and fitting joints will be accessible for repair. Plastic "cloth" shall be placed between the fitting and concrete. Unless a design is provided by a Registered Professional Engineer Thrust Blocks shall be as shown in Standard Drawings of this section.
 - B. Restrained Joint Pipe: Unless a design is provided by a Registered Professional Engineer pipe shall be Restrained each direction from a plug, tee, bend, hydrant or change of 10 degrees or more as shown in Standard Drawings of this section.
7. Encasements: Prior to placing the concrete for cradles or encasements, temporary supports consisting of concrete blocks or bricks shall be used to support the pipe in place. Not more than 2 supports shall be used for each pipe length, one adjacent to the shoulder of the bell and the other near the spigot end.

No encasements shall be poured until an inspector has inspected and approved the pipe to be encased and its supports.
8. Water Taps and Services: Water taps and services shall be a minimum of 6 feet from top of pipe to existing or proposed finish grade which ever is lower. A bonding strap shall be installed on all pipe 3 inches and larger.

Service lines and taps on the water main may be installed to the property line at the time of main construction.

1 inch service taps shall be direct taps.

For one inch service taps follow Muller's recommendation for minimum size water main for direct tapping.

No two inch taps allowed, must use three inch DIP, or larger.

Three inch and larger services shall use ductile iron pipe and fittings.

Each one inch and service line shall be machine tapped and connected to the water main through a brass corporation stop. The main shall be tapped at the spring line of the pipe, and the stop must be turned so that the T-handle will be on top.

9. Relationships Between Water Lines and Sanitary Sewers:

Lines shall mean all water or sewer lines including mains, laterals and service lines.

When a water and sewer line are within 10 feet horizontally (centerline distance) of each other and the sewer line is above or less than 18 inches (clear distance) below the water line, the portion of the sewer line within that area shall:

- A. Be constructed of approved waterline pipe and joints (Ductile Iron Cement mortar lined pipe conforming to AWWA C-151.
- B. Be constructed of SDR 35 PVC sewer pipe with all joints and pipe within 10 feet of the water line encased in concrete that is a minimum of 6 inches thick centered on the crossing pipe or,
- C. A designed protection system subject to the review and approval of the Gunnison County's Utility Department.

In all cases, suitable backfill or other structural protection shall be provided to preclude the settling or failure of both pipes.

Crossings of sewer and water lines shall not be at an angle less than 45 degrees unless approved by the inspector.

See the Standard Drawings of this section.

IV TESTING:

1. Testing Pressure Pipelines: Water mains shall be tested for pressure and leakage in accordance with these Specifications and AWWA Standard C-600.

The Contractor shall furnish all labor, equipment, tools, water and other incidental items required to conduct the tests. Test results will not be considered valid without the presence of an inspector throughout the test.

No pressure testing shall be performed until all thrust blocks have been placed and cured for at least 7 days, and the pipeline backfilled adequately to prevent any movement or lifting of the pipe. Pavement or other permanent surfaces shall not be placed until all pressure and leakage tests are satisfactorily completed.

2. Test Pressure: The test pressure for all pipes shall be double the maximum operating pressure as determined by the inspector at the lowest elevation of the test section, but shall be a minimum of 150 psi at any elevation in the test section.
3. Filling: The pipeline shall be filled with potable water at least 24 hours before being subjected to the hydrostatic pressure test. Each section of pipeline shall be filled slowly and all air expelled by means of taps at points of highest elevation.
4. Leakage:

The specified test pressure shall be applied by means of a pump connected to the pipe in a manner satisfactory to the inspector. No pipe installation will be accepted if the leakage for the section of line being tested is more than the rate calculated using the following formula:

$$L = \frac{ND\sqrt{P}}{7400}$$

Where: L = Allowable leakage in gallons per hour
N = Number of joints in length pipeline tested
D = Nominal diameter of pipe in inches
P = Average test pressure in psi gauge

Leakage is defined as the quantity of water to be supplied to the section of

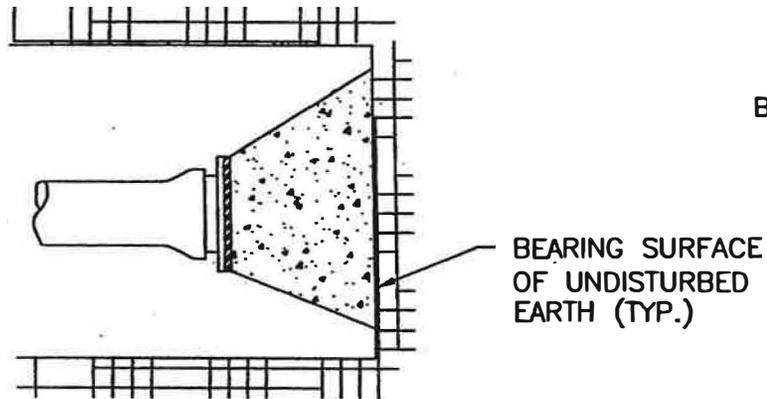
pipeline being tested, which is necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

5. Disinfection of Waterlines: After completion of pressure testing and prior to being placed into service, all new water mains and repaired portions or extensions of existing mains shall be chlorinated by the Contractor in accordance with AWWA Standard C-601.
 - A. Preliminary Flushing: Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have entered the pipe. If a hydrant was not installed at the end of the main, then a 2 1/2 inch tap shall be installed in order to flush the line.
 - B. Form of Applied Chlorine: Chlorine shall be applied by one of the methods described in AWWA C-601, subject to approval by the Engineer. If AWWA C-601 section 5 is utilized - Tablet Method - then flushing will take place after chlorination.
 - C. Point of Application: The prepared point of application of the chlorinating agent is at the beginning of the pipeline extension or any valved section of it, and through a corporation stop inserted in the pipe. The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap made on the pressure side of the gate valve controlling the flow into the pipeline extension. Alternate points of application may be used when approved or directed by the inspector.
 - D. Preventing Reverse Flow: Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Check valves may be used if desired.
 - E. Retention Period: Treated water shall be retained in the pipe at least twenty-four (24) hours. After this period, the chlorine residual at pipe extremities and at other representative points shall be at least twenty-five (25) mg/l.
 - F. Chlorinating Valves and Hydrants: In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipeline is filled with the chlorinating agent and under normal operating pressure.
6. Final Flushing and Testing: Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe at its extremity until the

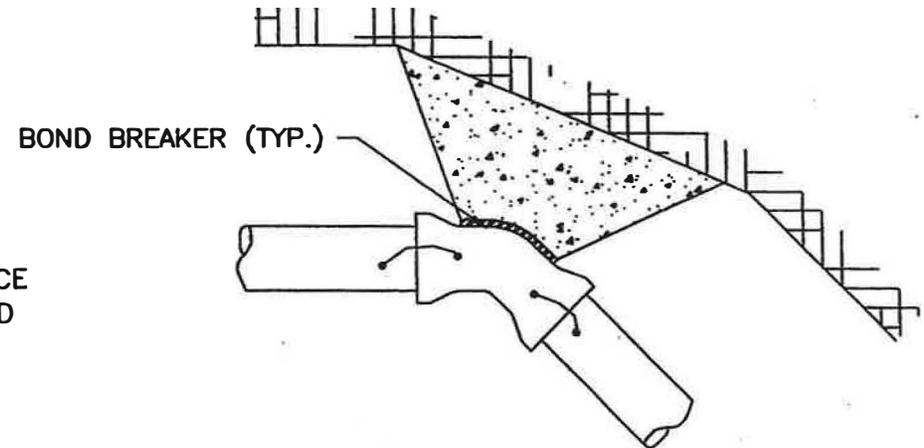
replacement water throughout its length shows upon test a chlorine residual of less than one (1) mg/1.

7. **Bacteriologic Tests:** After final flushing, and before the water main is placed in service, bacteriologic tests shall be performed in accordance with AWWA C-601.

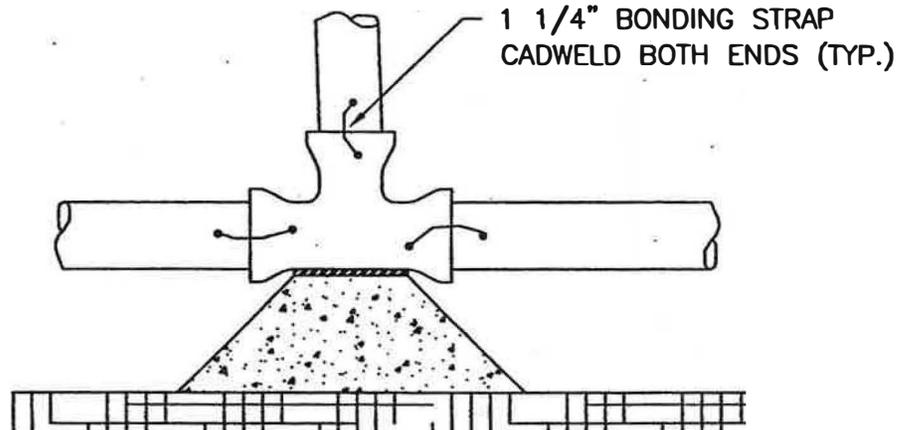
THRUST BLOCK DRAWING



DEAD END



11-1/4°, 22-1/2°, 45° OR 90° BENDS

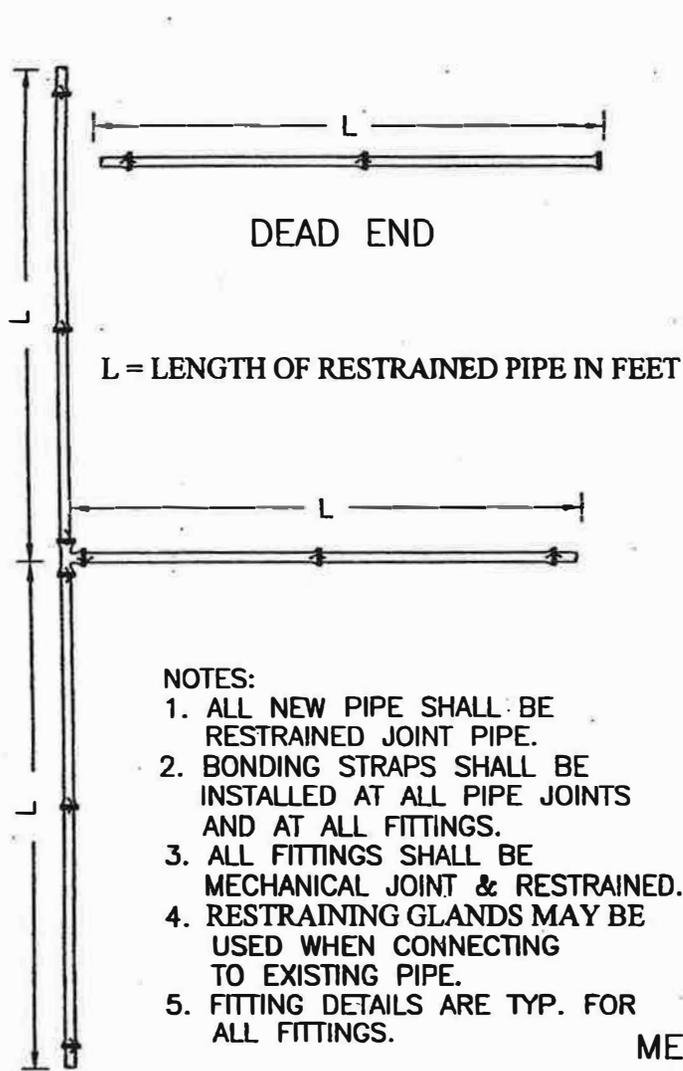


TEE & CROSS W/ DEAD END

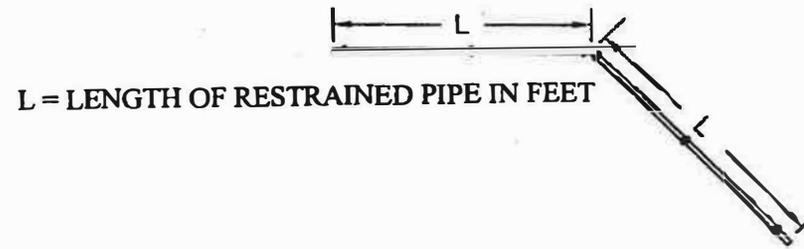
NOTES:

1. ALL FITTINGS REQUIRING THRUST BLOCKS SHALL BE WRAPPED IN POLYETHYLENE BOND BREAKER MATERIAL.
2. CONCRETE SHALL NOT BEAR ON BOLTS OF MECHANICAL JOINT FITTINGS.
3. PIPE AND FITTINGS MAY BE EITHER MECHANICAL JOINT OR PUSH ON JOINT.

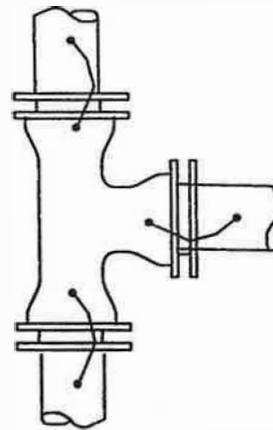
RESTRAINED PIPE DRAWING



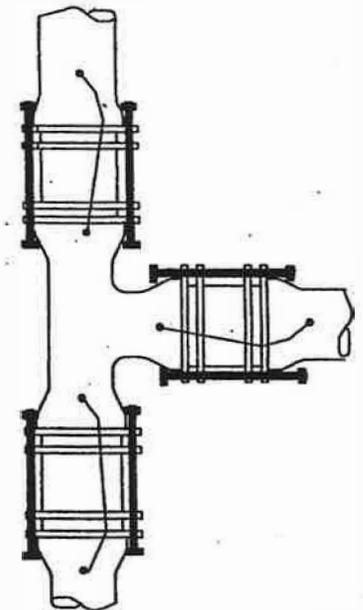
TEE & CROSS W/ DEAD END



11-1/4°, 22-1/2°, 45° OR 90° BENDS



MECHANICAL JOINT FITTING W/
RESTRAINING GLAND



MECHANICAL JOINT FITTING W/
TIE ROD RESTRAINT

TABLE FOR THRUST BLOCKING

BEARING AREAS (IN SQ. FT.)					
SIZE (IN.)	BENDS				TEES, DEAD ENDS, AND CROSS W DEAD END BRANCHES
	90°	45°	22-1/2°	11-1/4°	
3	1.0	0.6	0.3	-	0.7
4	1.8	1.0	0.5	-	1.3
6	4.0	2.2	1.1	0.5	2.8
8	7.1	3.8	2.0	1.0	5.0
10	11.1	6.0	3.0	1.5	7.8
12	16.0	8.6	4.4	2.2	11.3

AREAS GIVEN IN TABLE ARE BASED UPON INTERNAL STATIC PRESSURE OF 100 PSI AND A SOIL BEARING CAPACITY OF 1000 LBS/S.F.

LENGTHS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING THE TABULATED VALUES BY A CORRECTION FACTOR "F"

$$F = \frac{\text{ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF LBS.}}{\text{ACTUAL TESTED SOIL CAPACITY IN THOUSANDS OF LBS.}}$$

TABLE FOR RESTRAINED PIPE

RESTRAINED LENGTH (IN FT.)					
SIZE (IN.)	BENDS				TEES, DEAD ENDS, AND CROSS W DEAD END BRANCHES
	90°	45°	22-1/2°	11-1/4°	
3	7	3	2	1	12
4	10	4	2	1	18
6	16	6	3	2	27
8	21	9	4	2	38
10	26	11	5	3	48
12	31	13	6	3	58

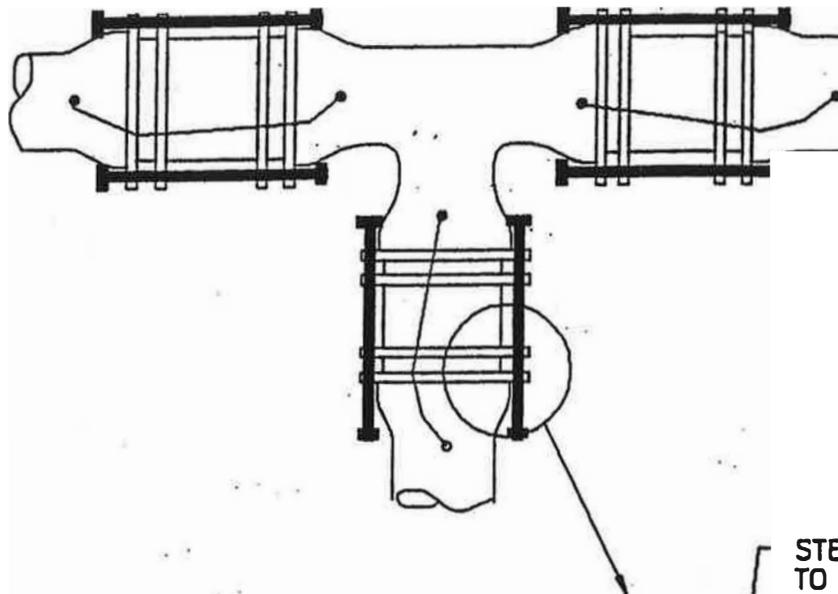
LENGTHS GIVEN IN TABLE ARE BASED UPON INTERNAL STATIC PRESSURE OF 100 PSI THE PIPE FULLY BEDDED AND THE TRENCH NOT BACKFILLED.

LENGTHS FOR ANY PRESSURE MAY BE OBTAINED BY MULTIPLYING THE TABULATED VALUES BY A CORRECTION FACTOR "F"

$$F = \frac{\text{ACTUAL SPECIFIED TEST PRESSURE IN PSI}}{100 \text{ PSI}}$$

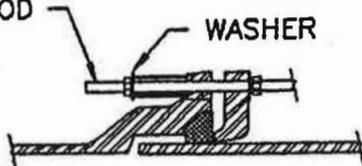
DRAWING 400-3

TABLE FOR TIE ROD RESTRAINT



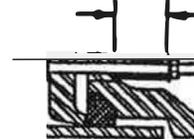
STEEL PIPE SPACER SHAPED TO FIT BACK OF FLANGE
SPACER SIZE = B

THREADED TIE ROD
SIZE = A



WASHER

SPACER LENGTH = C



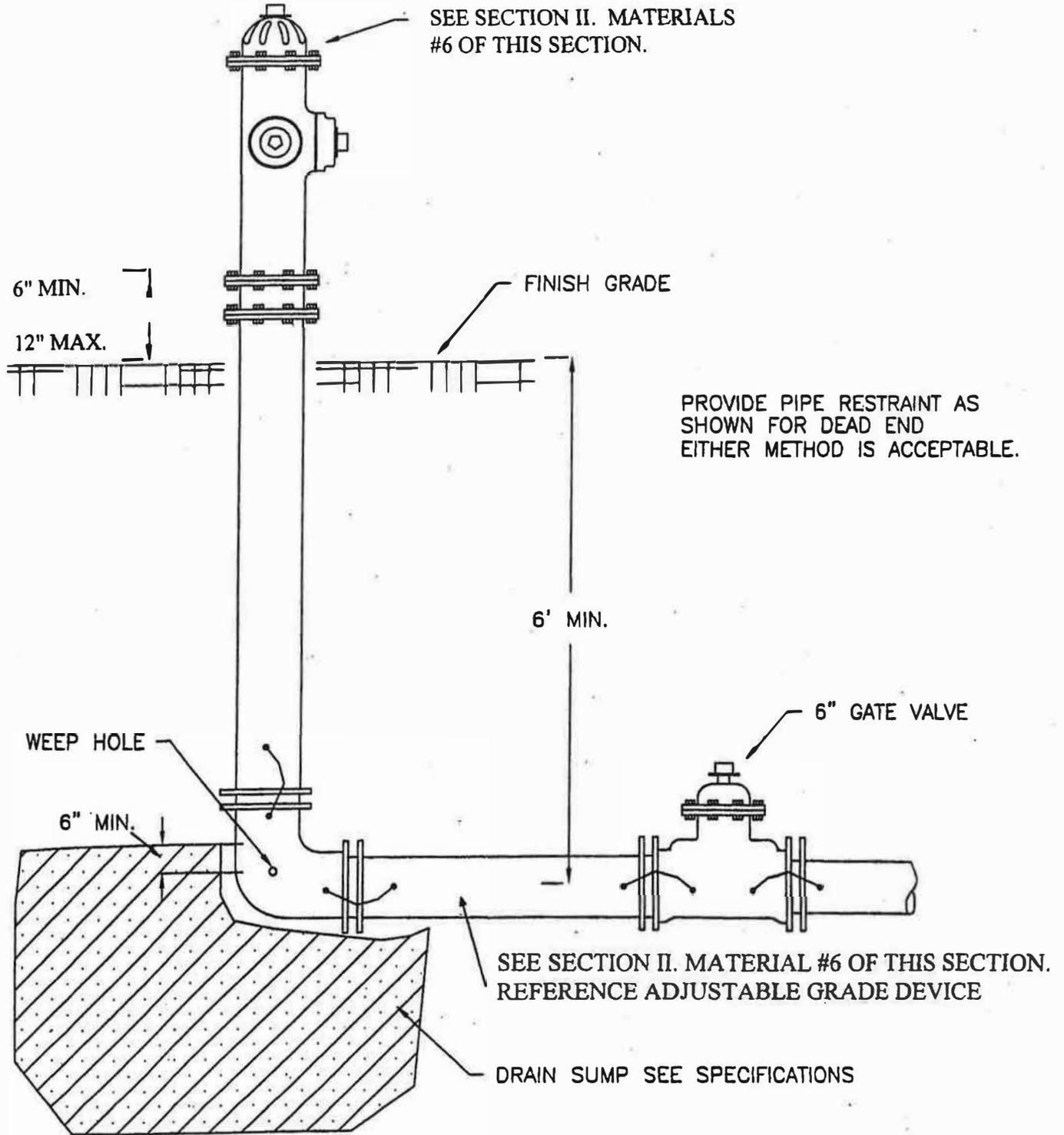
TIE ROD RESTRAINT

PIPE SIZE (IN.)	A TIE RODS DIA.	B SPACER NOM. SIZE	C SPACER LENGTH	NO. OF RODS REQ.
3	5/8"	3/4"	2.5"	2
4	5/8"	3/4"	2.5"	2
6	5/8"	3/4"	2.5"	2
8	5/8"	3/4"	2.5"	2
10	5/8"	3/4"	2.5"	4
12	5/8"	3/4"	2.5"	6

NOTES:

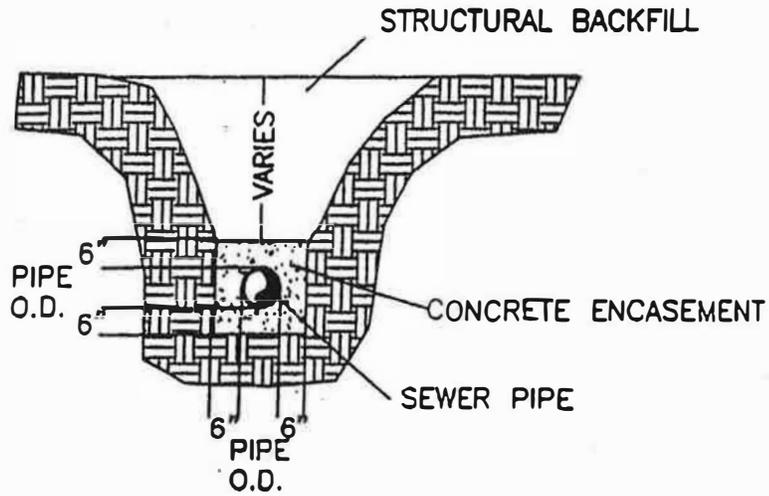
1. ALL TIE RODS, WASHERS AND SPACERS SHALL BE COATED WITH COAL TAR PAINT.
2. TABLE IS BASED ON 150 PSI TEST PRESSURE.
3. OTHER METHODS OF CONNECTING TIE RODS SHALL BE ACCEPTABLE TO THE ENGINEER.

STANDARD FIRE HYDRANT DRAWING

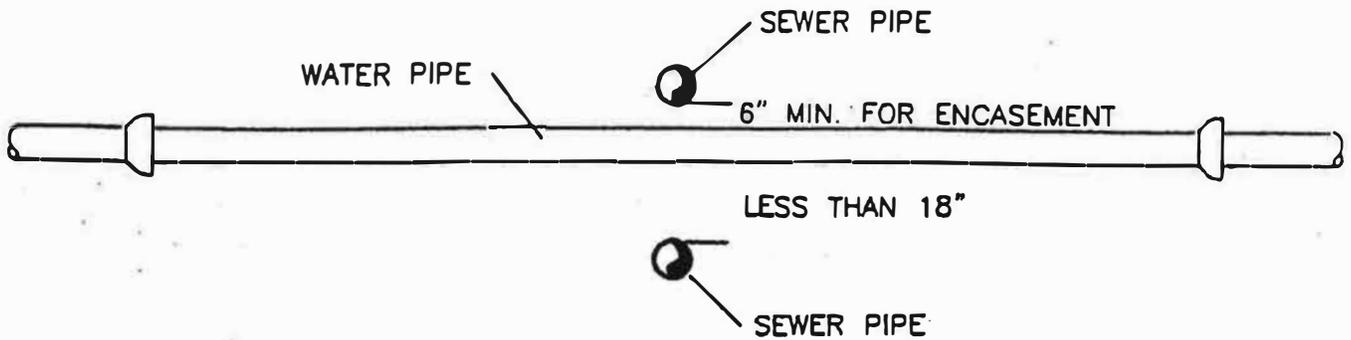


DRAWING 400-5

SANITARY SEWER — WATER PIPE CROSSING



CONCRETE ENCASEMENT



PIPE CROSSING

NOTE:
 IF THE SEWER PIPE IS ABOVE THE WATER PIPE
 OR IF THE SEWER PIPE IS LESS THAN 18" BELOW THE WATER PIPE
 THE SEWER PIPE MUST BE CONCRETE ENCASED TO PROTECT THE WATER PIPE.
 SEE SPECIFICATION SECTION 500 OR 600 FOR PROTECTION REQUIRED.
 PROTECTION MUST EXTEND A MINIMUM OF 10' EACH WAY FROM THE CROSSING.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Discussion; Proposed Adoption of the 2021 edition

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Proposed adoption of the 2021 edition of the ICC building codes and the Colorado Model Electric and Solar Ready Code

Fiscal Impact:

Submitted by: Crystal Lambert

Submitter's Email Address: clambert@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/15/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/15/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/18/2023

Consent Agenda Regular Agenda Worksession

Time Allotted: 60 minutes

Agenda Date: 8/22/2023



Gunnison County Community & Economic Development Department

Phone: (970) 641-0360

Email: planning@gunnisoncounty.org

Website: www.GunnisonCounty.org

From: Crystal Lambert, Building and Environmental Health Official
Cathie Pagano, Assistant County Manager for Community and Economic Development

To: Gunnison County Board of County Commissioners

Date: August 3, 2023

Re: Proposed adoption of the 2021 edition of the ICC building codes and the Colorado Model Electric and Solar Ready Code

PURPOSE:

The purpose of this items it to propose adoption of the 2021 editions of the building codes and the Colorado Model Electric and Solar Ready Code, with amendments.

BACKGROUND:

The building codes adopted for use in Gunnison County are published by the International Code Council (ICC) and currently include the 2015 editions of the International Building Code (**IBC**), International Residential Code (**IRC**), International Energy Conservation Code (**IECC**), International Mechanical Code (**IMC**), and the International Fuel Gas Code (**IFGC**). Additionally, the 2021 edition of the International Wildland Urban Interface Code (**IWUI**) was adopted in September of 2022. Building codes are systematically revised at 3-year intervals to keep up with technical changes, materials and to address the improved understanding of hazards. The codes are kept up to date through the review of proposed changes submitted by code enforcement officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The State of Colorado passed in May of 2022 which created the Energy Code Board and requires local adoption of the 2021 International Energy Conservation Code (IECC) by July 2026 by all jurisdictions within the state. The Energy Code Board was also required to create a Model Electric Ready Code, Solar Ready Code, and Low Energy and Carbon Code. Gunnison County is able to adopt the codes with amendments that are specific to our jurisdiction. Gunnison County is required by *HB22-1362* to achieve equivalent or better energy performance than the 2021 IECC and the model electric and solar ready codes developed by the State of Colorado Energy Code Board.

County staff met with the Board of County Commissioners on April 25, 2023 to discuss adoption of the 2021 IECC and potential amendments to the codes that may help support achievement of the Board's strategic climate goal. At that meeting the Board provided direction to staff and the Planning Commission to further analyze and provide a final recommendation regarding the following:

1. Incentivize use of the Energy Rating Index (ERI) through a reduction in plan review fees and allow applicants that choose this path to be prioritized for application review. Residences that utilize and comply with the performance path perform better, use less energy, may cost less to build, and save the owner money over the long term.
2. Require use of the ERI approach in the 2021 IECC for residences greater than 5,000 sq. ft. This option could help normalize the use of energy ratings for new home construction in our area. Additionally, staff time to review and inspect larger homes for energy code compliance is time consuming as these structures tend to have multiple and complicated assembly types. Having an energy rater confirm compliance with the energy code will ensure the overall performance of structures meets the energy code.

3. Eventual creation of an energy budget allowance based on efficiency (ERI) multiplied by a fixed size for structures and require that new construction demonstrate compliance using the ERI performance path as described in the IECC. The prohibition of energy consumption beyond a certain amount would effectively limit size and many luxury amenities that may be included in new residential structures such as pools, heated driveways, outside heating devices, or numerous appliances, unless other energy saving features are incorporated sufficient to maintain overall energy use at or below the energy budget. If the energy budget was set based on the median home size and code minimum energy performance compliance then there would be essentially no impact on the median home. This pathway would be required that all homes utilize the performance pathway for compliance.
4. Review and adopt the Colorado Model Electric Ready and Solar Ready Codes as adopted by the State of Colorado Energy Code Board once available.
5. Amend IECC to prohibit outside heated driveways.
6. Amend IECC to allow spas with an R-12 cover. If spa is heated by separate appliance the appliance must have high level efficiency.
7. Amend IECC to prohibit gas fired heaters for pools and spas. Pools, if desired, shall have heat pump only.
8. Amend IECC to require that heated gutters have controls that only activate the heater when the temperature is below 40 degrees and when water/ice is detected.
9. Adopt new building and energy codes on a regular three-year cycle, rather than the six-year cycle that the County has been doing.
10. The Board consider allocating funding to support the development of model home plans (single-family and multi-family) and detailed pre-approved assemblies for walls, roofs, and other details, that are IECC, Model code, and IWUIC compliant. These plans would then be available at no charge to the public.
11. The Board consider funding performance path review costs for income qualified home-owners up to an annual limit. For example: budget for up to ten analyses for residents earning 150% AMI or less.
12. Gunnison County maximize any funding opportunities available from the State to support training and implementation of the 2021 IECC.

The Board of County Commissioners' strategic goal related to climate is:

“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.”

The Planning Commission held three work sessions on June 1, July 6, and August 3, 2023 to discuss the proposed adoption of the building codes and amendment language. At the August 3rd work session, the Planning Commission voted, unanimously, to recommend to the Board of County Commissioners that the 2021 edition of the building codes with amendment language as presented in this memo be adopted for use in the unincorporated areas of Gunnison County.

Colorado Model Electric Ready and Solar Ready Code:

The State of Colorado House Bill 22-132 requirements for adoption of the model electric ready and solar ready code became effective on July 1, 2023. A municipality, county, or state agency that updates **any** of their building codes must adopt this model code, or a code equivalent to or stronger than the model code, in addition to the 2021 IECC. The Colorado Model Electric Ready and Solar Ready Code is provided in *Appendix A*.

Residential key code elements include solar ready, EV ready, and electric ready requirements. Main elements of the solar ready provisions include designation of a rooftop solar ready zone, at least one potential pathway for routing of conduit between the solar ready zone and the electrical panel and reserved electrical panel space for circuit breaker and sufficient panel capacity. Main elements of the EV ready provisions include a branch circuit that terminates at a receptacle within 3 feet of the designated parking space or between 2 parking spaces, a minimum circuit capacity of 8.3 kVa, and electric panel and receptacle labeling for future EV ready space. Main elements of the electric ready provisions require sufficient panel space and capacity to support future electric appliances, reserved circuit breaker spaces, and that all fossil fuel appliances are required to have: dedicated and properly sized and phased branch circuit, electric receptacle or junction box connected to the electrical panel and in proximity to the appliance, space for future electric equipment, and a designated location for a condensate drain.

Multifamily residential and commercial buildings less than 10,000 square feet include requirements for solar ready, EV ready, and electric ready similar to the residential requirements. Differences in the solar ready provisions include the calculation for minimum area of rooftop solar zones. The parking spaces required for the EV ready space provisions depend on the parking lot size, for example 2 EV ready spaces are required for parking lots with 10 or less parking spaces, and different types of EV ready parking spaces, such as EVSE installed, EV ready, EV capable, and EV capable light are identified.

Commercial buildings over 10,000 square feet have similar requirements for solar ready and EV ready as the multifamily and commercial building less than 10,000 square feet. Differences in the electric ready provisions are that a branch circuit or other wiring is not required, only a junction box is required near the combustion equipment instead of a receptacle, and electric service capacity is not required to support future electric equipment, only panel space for a circuit breaker and physical space for future electric service equipment (i.e. transformers, etc.).

The Colorado Model Electrical Ready and Solar Ready Code applies to all new construction and “major renovations and additions”. Gunnison County has the discretion to define what is considered a “major renovation” and “major addition” where this code would be enforced. The Planning Commission and staff recommends that a “major renovation” and “major addition” be defined as an addition or alteration that exceeds 50 percent of the building area. This is consistent with language already established in the IEBC for a Level 3 Alteration.

Proposed Amendments to the IWUI:

The International Wildland Urban Interface Code (**IWUI**), 2021 edition, was adopted in September of 2022 and was applied to new building permit applications beginning on January 1, 2023. Since that time, staff has been working with property owners, designers and builders on applying the IWUI code requirements to development projects, including creating defensible space plans and identifying materials appropriate for the ignition resistant construction. Through this experience, recommendations for amendments to the IWUI code have been developed that may provide increased ease of use and feasibility of application while not increasing the wildfire hazard.

PROPOSED BUILDING CODE UPDATES AND AMENDMENTS:

The following are recommended amendments to the International Building Code, International Residential Code, International Energy Conservation Code, International Mechanical Code, International Fuel Gas Code, International Wildland Urban Interface Code, International Existing Building Code, and the Colorado Model Electric Ready and Solar Ready Code.

Amendments include a reduced plan review fee for applications utilizing the Energy Rating Index option, requirement for houses greater than 5,000 square feet to utilize the Energy Rating Index, limited use of exterior snowmelt systems, allowable heating systems for pools and spas, and minimum R-12 spa covers.

The proposed adoption language for the State Model Electric Ready and Solar Ready Code includes the two variance and waiver processes available, the natural disaster waiver and the substantial cost differential waiver for large commercial buildings. Additionally, as discussed at the previous work session meeting, major renovations and additions are being defined comparably to an alteration level 3 in the Existing Building Code.

Proposed amendments to the Wildland Urban Interface Code includes parameters for when the code applies to alterations or additions and the removal of requiring automatic sprinkler systems for projects required to meet Class 1 ignition-resistant materials.

International Building Code, 2021 edition

Section 101.1 Title: Replace [Name of Jurisdiction] with “Gunnison County”.

Section 101.4.3 Plumbing: Amend the last sentence to the following: The provisions of the ~~International Private Sewage Disposal Code~~ *Gunnison County On-site Wastewater Treatment System Regulations* shall apply to ~~private sewage disposal systems~~ on-site wastewater treatment systems.

Section 105.2 Work exempt from permit:

Amend the following items in this section as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than ~~420~~ 200 square feet. The placement and siting of such structures on a parcel shall be required to comply with the Gunnison County Land Use Resolution, including but not limited to, Article 11: Resource Protection Standards and Article 13: Project Design Standards.

Add the following item under Building, as item #11:

11. Non-residential buildings or portions of such buildings which are agricultural structures as defined in the *Gunnison County Land Use Resolution* and are part of an agricultural operation as defined in said *Land Use Resolution*. Requests for agricultural exemptions will be reviewed and approved by the Gunnison County Community Development Department prior to construction.

Section 105.5.1 Expiration: Add the following paragraph: All below grade excavation done in advance of construction shall be filled and made safe within thirty (30) days of an abandoned project. Where construction has advanced beyond excavation all foundation work and above grade construction shall be secured against the weather and the construction site shall be otherwise returned to that condition as existed before the permit was issued.

Section 109.2 Schedule of permit fees: Replace the paragraph with the following:

On buildings, structures, or alterations requiring a permit, a fee for each permit shall be paid as determined in accordance with Appendix AL Permit Fee (2021 International Residential Code).

Section 109.3 Building permit valuations: The following paragraphs shall be added:

In order to determine the valuation for the various types of construction, building permit valuation may be established according to the Building Valuation Data schedule as set forth in the most recent issue, at the time of the issuance of the building permit, of the Building Safety Journal, published by the International Code Council with a regional multiplier of 2.8 applied.

Section 109.4 Work commencing before permit issuance: Replace with the following:

Any person who commences work before obtaining the necessary permits shall be subject to 100 percent (100%) of the building permit and plan review fees in addition to the required permit fees.

Section 109.5 Related fees: Add the following sections:

Section 109.2.1 Plan review fees: A plan review fee shall be paid to cover the cost of review by the Gunnison County Community Development Department. The plan review fee shall be 65% of the building permit fee, except the plan review fee for residential projects shall be 30% of the building permit fee. Additional plan review required by changes or revisions to the plans shall be charged a fee of \$150.00 and review time beyond two hours shall be assessed at a rate of \$100 per hour. If an independent plan review is required by the Building Official, the actual cost of such review along with administrative costs assessed at a rate of \$75.00 per hour will be charged.

Section 108.2.1.1 Energy Rating Index: The plan review fee shall be 22% of the building permit fee for projects that utilize the Energy Rating Index option complying with Section N1106.

Staff comment: This amendment provides a reduced plan review fee for residential projects utilizing the ERI/HERS rating pathway for energy efficiency requirements. Half of the plan review fee is for Land

Use plan review services and half is for building code plan review. Staff estimates that use of the energy rating pathway will reduce the building code plan review time by approximately half. (30% divided by 2, then divided by 2 again and rounded up)

Section 109.6 Refunds: Add the following refund policy:

The Building Official is authorized to refund the building permits fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80% of the building permit fee paid when no work has been done under a permit.

The Building Official is not authorized to refund any fee paid, except upon written application by the original permittee not later than 180 days after the date of fee payment.

Section 109.7 Re-inspection fees: Add the following section and paragraph:

A fee for re-inspection will be calculated at \$75 per hour plus mileage to and from the site.

Section 113 Means of Appeals, Section 113.1 General: Replace with the following:

The Gunnison County Board of Appeals as established in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 08-03 shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

International Residential Code, 2021 edition

Section R101.1 Title: Replace [Name of Jurisdiction] with "Gunnison County".

Section R105.2 Work exempt from permit: Add the following sentence to item #1:

The placement and siting of such structures on a parcel shall be required to comply with the *Gunnison County Land Use Resolution*, including but not limited to, *Article 11: Resource Protection Standards* and *Article 13: Project Design Standards*.

Section 105.5.1 Expired work: Add the following section:

All below grade excavation done in advance of construction shall be filled and made safe within thirty (30) days of an abandoned project. Where construction has advanced beyond excavation all foundation work and above grade construction shall be secured against the weather and the construction site shall be otherwise returned to that condition as existed before the permit was issued.

Section R108.2 Schedule of permit fees: Replace the paragraph with the following:

On buildings, structures, or alterations requiring a permit, a fee for each permit shall be paid as determined in accordance with Appendix AL Permit Fee.

On mechanical only work requiring a permit, the fee shall be the mechanical project valuation multiplied by 0.0075 and the minimum permit fee is \$55.00.

Section R108.3 Building permit valuations: The following paragraph shall be added.

In order to determine the valuation for the various types of construction, building permit valuation may be established according to the Building Valuation Data schedule as set forth in the most recent issue, at the time of the issuance of the building permit, of the Building Safety Journal, published by the International Code Council with a regional multiplier of 2.8 applied. For residential structures greater than 5,000 square feet it is the applicant's responsibility to provide the Building Permit valuation.

Section R108.4 Related fees: Add the following sections:

R108.4.1 Plan review fees: A plan review fee shall be paid to cover the cost of review by Gunnison County Community Development Department. The plan review fee shall be 30% of the building permit fee, except the plan review fee shall be 22% for projects utilizing the Energy Rating Index approach, in accordance with Section N1106. Additional plan review required by changes or revisions to the plans shall be charged a fee of \$150.00 and review time beyond two hours shall be assessed at a rate of \$100.00 per hour. If an independent plan review is required by the Building Official, the actual cost of such review along with administrative costs assessed at a rate of \$75.0 per hour will be charged.

R108.4.2 Application fee: A non-refundable application fee of \$250.00 is due at the time of application submittal and is to be applied to the building permit fee at the time of issuance. The \$250.00 application fee will be forfeit if the permit is not issued within 12 months of the application submittal date.

Section R108.5 Refunds:

The Building Official is authorized to refund the building permits fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80% of the building permit fee paid when no work has been done under a permit.

The Building Official is not authorized to refund any fee paid, except upon written application by the original

permittee not later than 180 days after the date of fee payment.

Section R108.6 Work commencing before permit issuance: Replace with the following:

Any person who commences work before obtaining the necessary permits shall be subject to 100 percent (100%) of the building permit and plan review fees in addition to the required permit fees.

Section R112 Board of Appeals, Section R112.1 General: Replace with the following:

The Gunnison County Board of Appeals as established in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 08-03 shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

Table R301.2 Climatic and Geographic Design Criteria: Amend to add the following values in the spaces provided.

Ground Snow Load: Varies. The value of roof (or other) snow load shall be equal to the “recommended basic snow load” as defined in the “2016 Colorado Design Snow Loads”, prepared by the “Structural Engineers Association of Colorado”. ASCE 7 procedures shall be used to determine roof snow loads.

Wind Design:

Speed (mph): 104, 3-second gust for exposure C.

Topographic effects: No

Special wind region: No

Windborne debris zone: No

Seismic Design Category: C for soil site class D

Subject to Damage from:

Weathering: Severe

Frost line depth: 36”

Termite: Slight

Ice Barrier Underlayment Required: Yes

Flood Hazards: 1989, Resolution 89-31, 2013 Firm maps

Air Freezing Index: 3447 (BF-days-100year)

Mean Annual Temp: 37.2F

Manual J Design Criteria:

Elevation feet: 7,674 at Automated Weather Observing System

Altitude correction factor: 0.75

Latitude degrees north: 39

Coincident wet bulb: 52

Indoor winter design dry-bulb temperature: 70

Outdoor winter design dry-bulb temperature: -22

Heating temperature difference: 92

HDD₆₅/CDD₅₀: 9.03

Cooling daily range: High

Indoor summer design relative humidity: 50%

Summer design grains at 50% RH: -54

Indoor summer design dry-bulb temperature: 75

Outdoor summer design dry-bulb temperature: 81

Cooling temperature difference: 6

Section R302.5.1 Opening protection: Add the following at the end of the last sentence:

The door in a closed position shall be fitted or gasketed to prevent exposure from potential gases.

Section R303.3 Bathrooms: Amend to read as follows:

Bathrooms, water closet compartments, and other similar rooms shall be provided with mechanical ventilation with minimum ventilation rates of 50 cubic feet per minute for intermittent ventilation or 20 cubic feet per minute for continuous ventilation. Ventilation air from the space shall be exhausted to the outside.

Section R313.1 Townhome automatic sprinkler systems: Delete the entire section

Section R313.2 One- and two-family dwellings automatic sprinkler systems: Delete the first sentence and replace with the following:

An automatic sprinkler system shall be installed in one-family dwellings when the Gross Floor Area exceeds 3,600 square feet.

Staff comment: The Crested Butte Fire Protection District requested that the County consider attached garage floor area in the 3,600 square footage calculation towards requiring an automatic sprinkler system.

The Planning Commission discussed this request and voted to recommend that the floor area for attached garages be included in the 3,600 square foot limit.

Section N1101.13 Application: Add the following Exception to this section:

Exception #2: New one-family dwellings greater than 5,000 square feet Gross Floor Area shall comply with Section N1101.13.5 and Section N1101.13.3.

Staff comment: This language is requiring the ERI/HERS rating for houses greater than 5,000sf.

Section N1103.9 Snow melt and ice system controls: Replace this section with the following:
Exterior heated walking surfaces, parking areas and driveways are prohibited. All other snow melt and ice systems, supplied through energy service to the building, shall include automatic controls that only activate when the temperature is less than 40°F (4.8°C) and when water is detected.

Section N1103.10.1 Heaters: Delete the last sentence and add the following:
Gas-fired heaters for pools and spas are prohibited. Pools shall be heated with a heat pump system only. Spas, when heated by a separate appliance, shall utilize high efficiency systems.

Section N1103.10.3 Covers: Delete the exception and add the following to the last sentence of the section:
Spas are required to have a cover with a minimum R-value of 12.

Section N1106.1 Scope: Add the following to the end of the sentence:
Developed per ANSI/RESNET/ICC 301.

Section N1106.4 Energy Rating Index: Amend the section to the following:
The Energy Rating Index (ERI) shall be determined in accordance with the ANSI/RESNET/ICC 301 standard.

Section G2445 Unvented room heaters: Replace section with the following:
Unvented room heaters utilizing fuel combustion are prohibited in all locations throughout all occupancies.

International Energy Conservation Code, 2021 edition

Section C101.1 Title: Replace [Name of Jurisdiction] with the following: Gunnison County

Section C110 Board of Appeals, Section C110.1 General: Replace with the following:
The Gunnison County Board of Appeals as established in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 08-03 shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

Section C403.13.2 Snow- and ice-melt system controls: Replace with the following:
Exterior heated walking surfaces, parking areas and driveways are prohibited. All other snow- and ice-melt systems, supplied through energy service to the building, shall include automatic controls that only activate when the temperature is less than 40°F (4.8°C) and when water is detected.

Section C404.8.1 Heaters: Delete the last sentence and add the following:
Gas-fired heaters for pools and spas are prohibited. Pools shall be heated with a heat pump system only. Spas, when heated by a separate appliance, shall utilize high efficiency systems.

Section C404.8.3 Covers: Delete the exception and add the following to the last sentence of the section:
Spas are required to have a cover with a minimum R-value of 12.

Section C408.2 Mechanical systems and service water-heating systems commissioning and completion requirements, Exception 1: Replace paragraph with the following:

1. Mechanical systems and service water-heating systems in buildings where the total mechanical equipment capacity is less than 480,000 Btu/h (140.7kW) cooling capacity or 600,000 Btu/h (175.8 kW) combined service water-heating and space-heating capacity.

Section R401.2 Application: Add the following Exception to this section:

Exception #2: New one-family dwellings greater than 5,000 square feet Gross Floor Area shall comply with Section R401.2.5 and R401.2.3.

Section R403.9 Snow melt and ice system controls: Replace this section with the following:

Exterior heated walking surfaces, parking areas and driveways are prohibited. All other snow melt and ice systems, supplied through energy service to the building, shall include automatic controls that only activate when the temperature is less than 40°F (4.8°C) and when water is detected.

Section R403.10.1 Heaters: Delete the last sentence and add the following:

Gas-fired heaters for pools and spas are prohibited. Pools shall be heated with a heat pump system only. Spas, when heated by a separate appliance, shall utilize high efficiency systems.

Section R403.10.3 Covers: Delete the exception and add the following to the last sentence of the section: Spas are required to have a cover with a minimum R-value of 12.

Section R406.1 Scope: Add the following to the end of the sentence: developed per ANSI/RESNET/ICC 301.

Section R406.4 Energy Rating Index: Amend the section to the following:

The Energy Rating Index (ERI) shall be determined in accordance with the ANSI/RESNET/ICC 301 standard.

International Mechanical Code, 2021 edition

Section 101.1 Title: Add “Gunnison County, Colorado” to replace [Name of Jurisdiction].

Section 109.2 Schedule of permit fees: Add the following:

The permit fees shall be established by multiplying the project valuation by 0.0075 and the minimum permit fee shall be \$55.00. The plan review fee, where plan review is needed, shall be 65% of the permit fee.

Section 113 Means of Appeals, Section 113.1 General: Replace with the following:

The Gunnison County Board of Appeals as established in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 08-03 shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

Section 114.1 Board of Appeals: Replace with the following:

The Gunnison County Board of Appeals is as established in accordance with Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 08-03.

International Fuel Gas Code, 2021 edition

Section 101.1 Title: Add “Gunnison County, Colorado” to replace [Name of Jurisdiction].

Section 113 Means of Appeal, Section 113.1 General: Replace with the following:

The Gunnison County Board of Appeals as established in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 08-03 shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

Section 303.3 Prohibited locations: Delete exceptions 3 and 4.

Section 501.8 Appliances not required to be vented: Delete items number 8 and 10.

Section 621 Unvented room heaters: Delete all subsections of 621 and replace with the following:

Unvented room heaters utilizing fuel combustion are prohibited in all locations throughout all occupancies.

Amendments to the International Wildland Urban Interface Code, 2021 edition

Section 101.5 Additions or alterations: Add the following exceptions:

Exception 1: New covered deck or porch additions not exceeding 200 square feet.

Exception 2: Additions to existing decks where the area of the addition is less than 50% of the existing deck area and where the existing deck is not being replaced excluding portions of the existing deck where incidental work entailed by the intended work must be performed and portions of the deck where work not initially intended by the owner is specifically required by the building code.

Exception 3: Additions to existing structures where the area of the addition is less than 50% of the existing area and where the existing exterior materials are not being replaced.

Section 113 Means of Appeal, Section 113.1 General: Replace with the following:

The Gunnison County Board of Appeals as established in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 08-03 shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

Section 602 Automatic Sprinkler Systems, Section 602.1 General: Delete section.

International Existing Building Code, 2021 edition

Section 112 Board of Appeals, Section 112.1 General: Replace with the following:

The Gunnison County Board of Appeals as established in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 08-03 shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

Colorado Model Electric Ready and Solar Ready Code

Section 101.1 Title: Replace [Name of Jurisdiction] with “Gunnison County”.

Section 102.1.2 Buildings Impacted by a Natural Disaster: Replace all [Name of Jurisdiction] with “Gunnison County”.

Section 102.2 Substantial Cost Differential Waiver: Replace all [Name of Jurisdiction] with “Gunnison County”.

Section 109 Board of Appeals, Section 109.1 General: Replace with the following:

The Gunnison County Board of Appeals as established in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 08-03 shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

Section 202 General Definitions: Add the following:

MAJOR RENOVATION. A renovation or alteration where the work area, as defined by the International Existing Building Code, exceeds 50% of the building area.

MAJOR ADDITION. An addition where the area of the addition exceeds 50% of the building area.

RECOMMENDATION:

The Planning Commission has reviewed the codes, the significant changes to the 2021 editions, and the proposed code amendments prepared by staff. Additionally, as requested by the Board of County Commissioners, the Planning Commission has reviewed specific amendments to the energy efficiency provisions intended to support achievement of the Board’s strategic climate goals.

The Gunnison County Planning Commission recommends that the codes and the associated amendments described in this memo be approved and adopted by the Board of County Commissioners. Additionally, the Planning Commission recommends that the codes and amendments become effective January 1, 2024, except amendments to the Wildland Urban Interface code become effective immediately upon adoption.



Colorado Model Electric Ready and Solar Ready Code: **Explanatory Notes**

Published: June 1, 2023



Explanatory notes will be in blue, bold, and italics text throughout the document.

Explanatory Note: 'Chapter 1 Scope and Administration' is not required by statute and is optional for authorities having jurisdictions (AHJ) to adopt. An AHJ may amend Chapter 1 however they wish, with the exception of Section 102 and accompanying subsections, to align with their existing building codes. As with the other sections of Chapter 1, an AHJ may choose whether or not to adopt Section 102 and accompanying subsections in their entirety, but an AHJ choosing to adopt Section 102 and accompanying subsections must adopt them as written.

Chapter 1 Scope and Administration

Explanatory Note: Sections 101.1 through 101.4 align with the scope provisions that exist in the administrative chapters of the 2021 International Energy Conservation Code (IECC).

SECTION 101 SCOPE AND GENERAL REQUIREMENTS.

101.1 Title. This code shall be known as the **Electric Ready and Solar Ready Code** of [NAME OF JURISDICTION], and shall be cited as such. It is referred to herein as "this code".

101.2 Scope. This code applies to all buildings and dwelling units, and the buildings' sites and associated systems and equipment.

101.3 Intent. This code shall regulate the design and construction of buildings to prepare new buildings for solar photovoltaic or solar thermal, electric vehicle charging infrastructure, and electrification of building systems. This code is intended to provide flexibility and balance upfront construction costs with the future cost to retrofit buildings to accommodate these systems. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

Explanatory Note: Residential and Commercial buildings are defined in 'Chapter 2: Definitions' as they apply to this code.

101.4. Applicability. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern.

101.4.1 Residential Buildings. *Residential buildings* must comply with the Residential Chapters of this code.

101.4.2 Commercial Buildings. *Commercial buildings* must comply with the Commercial Chapters of this code.

Explanatory Note: Section 102 describes the two different variance and waiver processes buildings can follow in the event they need to request a waiver to the code requirements in the Model Electric Ready and Solar Ready Code (model code). All buildings are eligible for a waiver from all code requirements under the natural disaster waiver described in Section 102.1.2. Only large commercial buildings may apply for a partial waiver under the substantial cost differential waiver described in Section 102.2. A partial waiver exempts a building from some of the requirements in the model code, as determined by the AHJ, and will not be fully exempt from the requirements.

SECTION 102 WAIVER AND VARIANCE.

102.1 Scope. The following waivers shall be permitted to be requested if buildings meet the following requirements.

102.1.1 Commercial Buildings Greater than 10,000 sq. ft. *Commercial buildings* that have a gross floor area greater than 10,000 sq. ft. shall be eligible to request a partial waiver to the requirements of this code if they meet the requirements of Section **102.2**.

102.1.2 Buildings Impacted by a Natural Disaster. [NAME OF JURISDICTION] is permitted to authorize, upon appeal in specific cases, a waiver from the requirements of this code where, owing to a declared natural disaster that has destroyed buildings or resulted in other exceptional and extraordinary circumstances as determined by [NAME OF JURISDICTION], and [NAME OF

JURISDICTION] determines enforcement of the provisions of this code will result in unnecessary hardship.

Explanatory Note: Section 102.2 describes the waiver process for specific code requirements when implementation of the model code will result in a substantial cost differential (see definition in 102.2.1). The project must provide adequate proof of a substantial cost differential to the AHJ to determine if the waiver request is valid. Building projects will only be exempt from some of the requirements, and it will be up to each AHJ to determine the allowable exemptions to bring the cost differential below one percent.

102.2 Substantial Cost Differential Waiver. [NAME OF JURISDICTION] shall be permitted to authorize, upon appeal, a waiver from the requirements of this code for an applicant that asserts that compliance with this code will result in a substantial cost differential. [NAME OF JURISDICTION], when authorizing such a waiver, shall be permitted to waive certain requirements of this code only until the cost differential for compliance with the remaining requirements reaches one percent or less. The burden of proof is upon the applicant to provide substantiation of a cost differential, such as quotes or other licensed design professional analyses as *approved* by [NAME OF JURISDICTION].

102.2.1 Substantial Cost Differential. For the purposes of Section **102.2**, “substantial cost differential” means costs incurred as a result of compliance with the requirements of this code would exceed one percent of total mechanical, electrical, and plumbing construction costs inclusive of materials and labor.

SECTION 103 CONSTRUCTION DOCUMENTS.

103.1 General. Construction documents and other supporting data shall be submitted in one or more sets, or in a digital format where allowed by the *code official*, with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require necessary construction documents to be prepared by a registered design professional.

Exception: The *code official* is authorized to waive the requirements for construction documents or other supporting data if the *code official* determines they are not necessary to confirm compliance with this code.

103.2 Information on Construction Documents. Construction documents shall be drawn to scale on suitable material. Electronic media documents are permitted to be submitted where *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems, and equipment as herein governed. Details shall include, but are not limited to, the following as applicable:

1. Location and size of the *solar-ready zone*.
2. Structural design loads of roof dead load and roof live load.
3. Pathways for routing of conduit from the *solar-ready zone* to the electrical service panel.
4. Number and location of *EV capable light spaces*.
5. Number and location of *EV capable spaces*.
6. Number and location of *EV ready spaces*.
7. Number and location of *EVSE installed spaces*.
8. Locations of conduit and termination points serving the aforementioned parking spaces.
9. Location for condensate drainage where *combustion equipment* for space heating and water heating is installed.

103.3 Examination of Documents. The *code official* shall examine or cause to be examined the accompanying documents and shall ascertain whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances. The *code official* is authorized to utilize a registered design professional, or other *approved* entity not affiliated with the building design or construction, in conducting the review of the plans and specifications for compliance with the code.

103.3.1 Approval of Construction Documents. When the *code official* issues a permit where construction documents are required, the construction documents shall be endorsed in writing and stamped "Reviewed for Code

Compliance". Such *approved* construction documents shall not be changed, modified, or altered without authorization from the *code official*. Work shall be done in accordance with the *approved* construction documents.

One set of "Reviewed for Code Compliance" construction documents shall be retained by the *code official*. The other set shall be returned to the applicant, kept at the site of work, and shall be open to inspection by the *code official* or a duly authorized representative.

103.3.2 Previous Approvals. This code shall not require changes in the construction documents, construction, or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned; except that the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each.

103.3.3 Phased Approval. The *code official* shall have the authority to issue a permit for the construction of part of a solar ready, EV ready, or electric ready installation before the construction documents for the entire system have been submitted or *approved*, provided that adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holders of such permit shall proceed at their own risk without assurance that the permit for the entire solar ready, EV ready, or electric ready installation will be granted.

103.4 Amended Construction Documents. Changes made during construction that are not in compliance with the *approved* construction documents shall be resubmitted for approval as an amended set of construction documents.

103.5 Retention of Construction Documents. One set of *approved* construction documents shall be retained by the *code official* for a period of not less than 180 days from the date of completion of the permitted work, or as required by state or local laws.

Explanatory Note: Residential buildings are exempt from 103.6 to align the requirement with the IECC, which has this requirement in the Commercial section only and does not apply this requirement to residential buildings.

103.6 Building Documentation and Closeout Submittal Requirements. The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent within 90 days of the date of receipt of the certificate of occupancy.

Exception: Residential buildings.

103.6.1 Record Documents. Construction documents shall be updated to convey a record of the completed work. Such updates shall include mechanical, electrical, and control drawings that indicate all changes to size, type, and location of components, equipment, and assemblies.

103.6.2 Compliance Documentation. Compliance documentation and supporting calculations shall be delivered in one document to the building owner as a part of the project record documents or manuals, or as a standalone document. This document shall include the specific energy code edition utilized for compliance determination for each system.

Explanatory Note: Section 104 requires inspections after the issuance of a permit, and during and after the work is completed. Solar ready, EV ready, and electric ready provisions each have their own inspection requirements.

SECTION 104 INSPECTIONS.

104.1 General. Construction or work for which a permit is required shall be subject to inspection by the *code official*, his or her designated agent or an *approved agency*, and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain visible and/or able to be accessed for inspection purposes. Neither the *code official* nor the

jurisdiction shall be liable for expenses entailed in the removal or replacement of any material, product, system or building component required to allow an inspection to validate compliance with this code.

104.2 Required Inspections. The *code official*, his or her designated agent or an *approved agency*, upon notification, shall make the inspections set forth in Sections **104.2.1** through **104.2.4**.

104.2.1 Solar Ready. Inspections shall verify all of the following as required by this code, *approved plans*, and specifications:

1. The location and size of the *solar-ready zone* or the capacity of an installed on-site renewable energy system.
2. Electrical capacity and reserved physical space for circuit breakers in the main electrical service panel that are properly labeled.

104.2.2 Electric Vehicle Ready. Inspections shall verify all of the following as required by this code, *approved plans*, and specifications:

1. *EV* power transfer infrastructure requirements.
2. Electrical equipment associated with each parking space type, including branch circuits, conduit and/or raceway, junction boxes, receptacles, and *EVSE* are properly labeled and installed.
3. Electrical capacity and reserved physical space for circuit breakers in the main electrical service panel are properly labeled, if applicable.

104.2.3 Electric Ready. Inspections shall verify all of the following as required by this code, *approved plans*, and specifications:

1. Branch circuits, conduit and/or raceway, wiring, junction boxes, and receptacles for *future electric equipment* or appliances are properly labeled and installed, as applicable.
2. Reserved physical space for *future electric equipment* or appliances.
3. Electrical capacity and reserved physical space for circuit breakers in the main electrical service panel are properly labeled.

104.2.4 Final Inspection. The final inspection shall include verification of the installation and proper labeling of all requirements of this code.

104.3 Reinspection. A building shall be reinspected where determined necessary by the *code official*.

104.4 Approved Inspection Agencies. The *code official* is authorized to accept reports of third-party inspection agencies not affiliated with the building design or construction, provided that such agencies are *approved* as to qualifications and reliability relevant to the building components and systems that they are inspecting.

104.5 Inspection Requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

104.6 Reinspection and Testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

SECTION 105 NOTICE OF APPROVAL.

105.1 Approval. After the prescribed inspections indicate that the work complies in all respects with this code, a notice of approval shall be issued by the *code official*.

105.2 Revocation. The *code official* is authorized to suspend or revoke, in writing, a notice of approval issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure, premise, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 106 VALIDITY.

106.1 General. If a portion of this code is held to be illegal or void, such a decision shall not affect the validity of the remainder of this code.

Explanatory Note: Section 107 identifies all codes and standards that are referenced in the model code and clarifies that this model code shall take precedence if there are any conflicts between provisions of this code and provisions of any of the

referenced codes. However, the provisions of the model code do not nullify any provisions of state, local, and federal laws.

SECTION 107 REFERENCED STANDARDS.

107.1 General. The codes and standards referenced in this code shall be listed in Section **107.2**, and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference.

107.2 Referenced Codes and Standards. The codes and standards referenced in this code are as follows:

1. International Building Code
 - a. Chapter 3
 - b. Chapter 11
2. International Energy Conservation Code
3. International Fire Code
4. International Residential Code
5. National Electrical Code Article 625
6. UL2202 and 2594

107.2.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

107.2.2 Provisions in Referenced Codes and Standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

107.3 Applications of References. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this code.

107.4 Other Laws. The provisions of this code shall not be deemed to nullify any provisions of local, state, or federal law.

SECTION 108 STOP WORK ORDER.

108.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

108.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent, or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

108.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

108.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by [NAME OF JURISDICTION].

SECTION 109 BOARD OF APPEALS.

109.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the *code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The *code official* shall be an ex officio member of said board but shall not have a vote on any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *code official*.

109.2 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall not have the authority to waive the requirements of this code.

109.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of [NAME OF JURISDICTION].

Chapter 2 Definitions

SECTION 201 GENERAL.

201.1 Scope. Unless stated otherwise, the following words and terms in this code shall have the meanings indicated in this chapter.

201.2 Interchangeability. Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural includes the singular.

201.3 Terms Defined in Other Codes. Terms that are not defined in this code but are defined in the International Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Energy Conservation Code, or International Residential Code shall have the meanings ascribed to them in those codes.

201.4 Terms not Defined. Terms not defined by this chapter or the codes listed under 201.3 shall have ordinarily accepted meanings such as the context implies.

SECTION 202 GENERAL DEFINITIONS.

APPROVED. Acceptable to the *code official*.

APPROVED AGENCY. An established and recognized agency that is regularly engaged in conducting tests or furnishing inspection services, or furnishing product certification, where such agency has been approved by the *code official*.

CODE OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative.

Explanatory Note: Gas fireplaces are considered combustion equipment, but in some instances they are exempt from the code requirements. See Chapter 3 for more details.

COMBUSTION EQUIPMENT. For this code, any equipment or appliance used for space-heating, service water heating, cooking, clothes drying or lighting that uses *fuel gas* or *fuel oil*.

COMMERCIAL BUILDING. For this code, all commercial buildings and R-Occupancies that are covered by the International Building Code.

Explanatory Note: Core and shell buildings are considered differently than non-core and shell buildings in the model code. This code defines both “Core and Shell” and “First Tenant Finish,” both of which must meet certain requirements. AHJs have discretion over whether they require core and shell structures or first tenant finishes to comply with Chapter 3 Electric Ready requirements, or whether both core and shell structures and first tenant finishes each bear partial responsibility for meeting Electric Ready requirements. All core and shell must comply with all Chapter 4 and Chapter 5 of the model code.

CORE AND SHELL. The first phase of a commercial project that has the outer building envelope constructed and may contain interior lighting and heating and has not received a permanent Certificate of Occupancy.

DIRECT CURRENT FAST CHARGER (DCFC) EVSE. Equipment capable of fast charging on a 100A or higher 480VAC three-phase branch circuit. AC power is converted into a controlled DC voltage and current within the *EVSE* that will then directly charge the *electric vehicle*.

ELECTRIC VEHICLE (EV). An automotive-type vehicle for on-road use, including but not limited to, passenger automobiles, buses, trucks, vans, neighborhood electric vehicles, and electric motorcycles, primarily powered by an electric motor that draws current from a building electrical service, *EVSE*, a rechargeable storage battery, a fuel cell, a photovoltaic array, or another source of electric current. Off-road, self-propelled electric mobile equipment, including but not limited to, industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, and boats are not considered electric vehicles.

Explanatory Note: EV Capable Light Space was a new definition developed by the Board.

ELECTRIC VEHICLE CAPABLE LIGHT SPACE (EV CAPABLE LIGHT SPACE). A designated vehicle parking space that has conduit and/or raceway installed to support future implementation of *electric vehicle* charging installation, and has sufficient physical space adjacent to the existing electrical equipment for future electric upgrades.

Explanatory Note: The definitions for EV Capable Space, EV Ready Space, and EVSE were taken from the state statute of House Bill 22-1362, CRS 24-38.5-401.

ELECTRIC VEHICLE CAPABLE SPACE (EV CAPABLE SPACE). A designated vehicle parking space that has the electric panel capacity and conduit and/or raceway installed to support future implementation of *electric vehicle* charging.

ELECTRIC VEHICLE READY SPACE (EV READY SPACE). A designated vehicle parking space that has the electric panel capacity, raceway wiring, receptacle, and circuit overprotection devices installed to support future implementation of *electrical vehicle* charging.

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE). An *electric vehicle* charging system or device that is used to provide electricity to a plug-in *electric vehicle* or *plug-in hybrid electric vehicle*, is designed to ensure that a safe connection has been made between the electrical grid and the vehicle, and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level.

ELECTRIC VEHICLE SUPPLY EQUIPMENT INSTALLED SPACE (EVSE INSTALLED SPACE). A vehicle parking space that is provided with a dedicated *EVSE* connection.

Explanatory Note: The definition of "First Tenant Finish" indicates that only the first tenant finish in a new structure or core and shell building are subject to this code. If a tenant finish is proposed in an existing building that previously underwent a first tenant finish, the new tenant finish will not be subject to the requirements of this code.

FIRST TENANT FINISH. The first tenant finish(es) in a new structure or *core and shell* building that is credited towards meeting the requirements of this Chapter.

FUEL GAS. A natural gas, manufactured gas, liquefied petroleum gas, or mixtures of these gasses.

FUEL OIL. Kerosene or any hydrocarbon oil having a flash point of not less than 100°F (38°C).

Explanatory Note: “Future Electric Equipment” includes both the primary electrical equipment that will replace any combustion equipment (usually the appliance itself such as the space heater, water heater, stove, etc.), and any supplemental equipment that may be necessary for the installation of electric equipment (such as condensing units, air handlers, etc.).

FUTURE ELECTRIC EQUIPMENT. Equipment or appliances necessary to support future all-electric space and water heating, cooking, or clothes drying.

PLUG-IN HYBRID ELECTRIC VEHICLE. An *electric vehicle* having a second source of motive power.

RESIDENTIAL BUILDING. For this code, one- and two-family dwellings and townhouses as defined in the International Residential Code.

SOLAR-READY ZONE. A section or sections of the roof or building overhang designated and reserved for future installation of a solar photovoltaic system or solar thermal system.

Chapter 3 Electric Ready

PART 1 RESIDENTIAL ELECTRIC READY

SECTION RE301 SCOPE

Explanatory Note: Per state statute (CRS 30-28-211 for counties and CRS 31-15-602 for municipalities), counties and municipalities must adopt an energy code, including the Model Electric and Solar Ready Code, that applies to all new construction and “major renovations and additions”. Major renovations and additions are not defined in the state statute or this model code, therefore each AHJ has full discretion in defining what is considered a “major renovation” and “major addition” where the full model code would be enforced. Note: This scope language is consistent throughout the code, with the exception of Chapter 3, Part 2.

RE301.1 General. These provisions shall be applicable for all new buildings, and major renovations and additions.

SECTION RE302 ADDITIONAL ELECTRIC INFRASTRUCTURE

RE302.1 Additional Electric Infrastructure. *Combustion equipment in residential buildings* must meet the requirements of Sections **RE302.2** through **RE302.6**.

Exceptions:

1. Interior fireplaces that do not serve as a primary source of heating.
2. Exterior fireplaces and firepits.

RE302.2 Combustion Equipment. *Combustion equipment* shall be provided with all of the following:

1. A dedicated, appropriately phased branch circuit sized to accommodate *future electric equipment* or appliances to serve a comparable capacity to meet the heating load.

Explanatory Note: The code official in each AHJ has full discretion to determine what is considered "reasonable access".

2. An electric receptacle or junction box that meets the requirements of Section **RE302.5**, and is connected to the electrical panel through the branch circuit. Each electrical receptacle or junction box shall have reasonable access to the *combustion equipment* or dedicated physical space for *future electric equipment* with no obstructions other than the current *combustion equipment*.
3. Where *combustion equipment* is used for space or water heating, dedicated physical space shall be provided for *future electric equipment*, including an electric resistance backup coil for ducted systems, if applicable.

Exception: Dwelling units with installed air conditioning systems are not required to provide additional dedicated physical space for an outdoor heat pump.

RE302.3 Electrical Panel Space. The electrical panel shall have a reserved space for a minimum two-pole circuit breaker for each branch circuit provided for *future electric equipment* or appliances.

Explanatory Note: *Labeling is required to ensure the reserved space in the electrical panel is reserved for the specific future intended use.*

RE302.4 Labeling. The junction box or receptacle and the dedicated circuit breaker space serving *future electric equipment* or appliances in the electrical panel shall be labeled for their intended use.

Explanatory Note: *The 3 feet adjacency requirement for non-HVAC equipment is intended to accommodate the shorter power cords typically provided by manufacturers while allowing up to 6 feet for HVAC equipment to provide more flexibility with regard to equipment location.*

RE302.5 Adjacency. The electrical receptacle or junction box must be provided within 3 feet of the *combustion equipment* or appliances, or within 3 feet of the dedicated physical space for *future electric equipment* or appliances.

Exception: For *combustion equipment* dedicated to space or water heating, the electrical receptacle or junction box shall be located not more than 6 feet from the *combustion equipment* or the dedicated physical space for *future electric equipment*.

RE302.6 Condensate Drain. Where *combustion equipment* for space heating and water heating is installed, a location shall be provided for condensate drainage.

PART 2 COMMERCIAL ELECTRIC READY

SECTION CE301 SCOPE

Explanatory Note: *See explanatory note for “First Tenant Finish” definition.*

CE301.1 General. These provisions shall be applicable for all new buildings, additions, and *first tenant finish* permits.

CE301.1.1 First Tenant Finishes. In the case that a *first tenant finish* to a commercial *core and shell* building or unfinished space is credited towards

meeting the requirements of this Chapter, the *code official* shall not issue a Certificate of Occupancy to the tenant until the requirements of Section **CE302** are met.

SECTION CE302 ADDITIONAL ELECTRIC INFRASTRUCTURE

CE302.1 Additional Electric Infrastructure. *Combustion equipment in commercial buildings shall meet the electric infrastructure requirements of Sections **CE302.2** or **CE302.3**.*

Exceptions:

1. Interior fireplaces that do not serve as a primary source of heating.
2. Exterior fireplaces and fire pits.
3. Additions to buildings that do not provide new space-heating equipment will not be required to provide additional electrical infrastructure to the existing space-heating equipment.

Explanatory Note: The commercial requirements are broken out into two groups. The first is commercial buildings less than 10,000 sq ft (“small”) and ALL R-Occupancies, regardless of size. The second group is all commercial buildings equal to or greater than 10,000 sq ft (“large”), not including R-Occupancies (which are covered under the “small” commercial building section). The state statute (CRS 24-38.5-401) included provisions that separated requirements for buildings based on this 10,000 sq ft threshold. The code requirements for R-Occupancies aligned with those of small commercial buildings during code development, which led to this grouping.

CE302.2 Commercial Buildings Less than 10,000 sq. ft. and all R-Occupancies. *Commercial buildings that have a gross floor area of less than 10,000 sq. ft., and all R-occupancies of any size, shall comply with Sections **CE302.2.1** through **CE302.2.5**.*

CE302.2.1 Combustion Equipment. *Combustion equipment shall be provided with all of the following:*

1. A dedicated, appropriately phased branch circuit sized to accommodate *future electric equipment* or appliances to serve a comparable capacity to meet the heating load.
2. An electric receptacle or junction box that meets the requirements of Section **CE302.2.5**, and is connected to the electrical panel through the branch circuit. Each electrical receptacle or junction box shall have reasonable access to the *combustion equipment* or dedicated physical space for *future electric equipment* with no obstructions other than the current *combustion equipment*.
3. Where *combustion equipment* is used for space or water heating, dedicated space shall be provided for all *future electric equipment*, including an electric resistance backup coil for ducted systems if applicable.

Exception: Buildings with installed air conditioning systems are not required to provide additional dedicated physical space for an outdoor heat pump.

Explanatory Note: *This section requires that panel space be provided for future electrical equipment and its supplemental equipment. Projects may use their discretion in determining if two-pole or three-pole circuit breakers will be required for future electric equipment.*

CE302.2.2 Electrical Panel Space. The electrical panel shall have reserved physical space for a minimum two-pole or three-pole circuit breaker for each branch circuit provided for *future electric equipment* or appliances. The physical space in the electrical panel for each circuit breaker shall be sized with sufficient breaker capacity to meet the electrical demand of the *future electric equipment* or appliance that is sized to serve a comparable capacity to meet the heating load.

Explanatory Note: *Labeling is required to ensure the reserved space in the electrical panel is reserved for the specific future intended use.*

CE302.2.3 Labeling. The junction box or receptacle and the dedicated circuit breaker space serving *future electric equipment* or appliances in the electrical panel shall be labeled for their intended use.

Explanatory Note: *As with residential, the 3 feet adjacency requirement for non-HVAC equipment is intended to accommodate shorter power cords provided by manufacturers while still allowing flexibility for up to 6 feet for HVAC equipment.*

CE302.2.4 Adjacency. The electrical receptacle or junction box must be provided within 3 feet of the *combustion equipment* or appliances or within 3 feet of the dedicated physical space for *future electric equipment* or appliances.

Exception: For *combustion equipment* dedicated to space or water heating, the electrical receptacle or junction box shall be located not more than 6 feet from the *combustion equipment* or the dedicated physical space for *future electric equipment*.

CE302.2.5 Condensate Drain. Where *combustion equipment* dedicated to space heating and water heating is installed, a location shall be provided for condensate drainage.

CE302.3 Commercial Buildings 10,000 sq. ft. or Greater. All *commercial buildings* that have a gross floor area of 10,000 sq. ft. or greater shall comply with the following requirements.

Exception: R-occupancies.

Explanatory Note: *Commercial buildings greater than 10,000 sq ft, except R-occupancies, are not required to install electrical wire in the conduit for all future electric equipment. Only conduit and junction boxes are required for this section.*

CE302.3.1 Combustion Equipment or Appliances. All *combustion equipment* shall be provided with the following:

1. A junction box that is located in the same physical space as the *combustion equipment* and is reasonably accessible, and that is connected to the electrical panel by continuous conduit and/or

raceways.

2. Dedicated electrical panel space for an appropriately phased branch circuit sized to accommodate *future electric equipment* or appliances to serve a comparable capacity to meet the heating load.
3. Where *combustion equipment* is used for space and water heating, dedicated physical space shall be provided for all *future electric equipment*.

Explanatory Note: This section requires that panel space be provided for future electrical equipment and its supplemental equipment. Projects may use their discretion in determining if two-pole or three-pole circuit breakers will be required for future electric equipment.

CE302.3.2 Electrical Panel Space. The electrical panel shall have reserved physical space for a minimum two-pole or three-pole circuit breaker for each branch circuit provided for *future electric equipment* or appliances. The physical space in the electrical panel for each circuit breaker shall be sized with sufficient breaker capacity to meet the electrical demand of the *future electric equipment* or appliance that is sized to serve a comparable capacity to meet the heating load.

Explanatory Note: This section requires labeling for the electrical panel that clarifies the intent to use the additional electrical panel space for future electrification.

CE302.3.3 Labeling. The dedicated circuit breaker space serving *future electric equipment* or appliances in the electrical panel shall be labeled "For future electric equipment".

Explanatory Note: This section requires that physical space be reserved in large commercial buildings for future electrical service infrastructure, which may include additional transformers.

CE302.3.4 Physical Space. Dedicated physical space shall be provided for additional electric equipment, including but not limited to transformers and cabinets, necessary for electrical service to *future electric equipment* or appliances.

Chapter 4 Solar Ready

PART 1 RESIDENTIAL SOLAR READY.

Explanatory Note: This chapter draws directly from Appendix RB Solar - Ready Provisions - Detached One-And Two-Family Dwellings and Townhouses of the 2021 IECC. Any major changes will be described as an explanatory note.

SECTION RS401 SCOPE.

Explanatory Note: See explanatory note for RE301.1.

RS401.1 General. These provisions shall be applicable for new buildings, and major renovations and additions.

SECTION RS402 SOLAR READY ZONE.

Explanatory Note: This section was updated to reflect this code's definition of residential buildings. In addition, this section includes a requirement that all low-sloped roofs must meet solar ready requirements.

RS402.1 General. New residential buildings with not less than 600 square feet of roof area oriented between 110 degrees and 270 degrees of true north or that is a low-sloped roof, shall comply with Sections **RS402.2** through **RS402.8**.

Explanatory Note: The on-site renewable energy system must be directly connected to the electrical system of the dwelling unit and provide power to that dwelling unit to qualify for Exception 1.

Exceptions:

1. New residential dwelling units with a permanently installed on-site renewable energy system that provides electricity to the dwelling unit's electrical system.
2. A building where all areas of the roof that would otherwise meet the requirements of Section **RS402** are in full or partial shade for more than 70 percent of daylight hours annually.

RS402.2 Construction Document Requirements for Solar-Ready Zone. Construction documents shall indicate the *solar-ready zone*.

Explanatory Note: The Solar-Ready Zone Areas provision includes townhouses and ensures that minimum solar-ready zone areas for townhouses are calculated on a per-townhouse unit basis.

RS402.3 Solar-Ready Zone Areas. The total *solar-ready zone* area for each dwelling unit shall be not less than 300 square feet exclusive of mandatory access or setback areas as required by the International Fire Code. The *solar-ready zone* shall be composed of areas not less than 5 feet in width and not less than 80 square feet exclusive of access or setback areas as required by the International Fire Code.

Exception: New townhouses three stories or less in height above grade plane and with a total floor area less than or equal to 2,000 square feet of conditioned space per townhouse unit shall have a *solar-ready zone* area of not less than 150 square feet.

RS402.4 Obstructions. *Solar-ready zones* shall be free from obstructions, including but not limited to, vents, chimneys, and roof-mounted equipment.

RS402.5 Shading. The *solar-ready zone* shall be set back from any existing or new permanently affixed object on the building or site that is located south, east, or west of the *solar-ready zone* a distance not less than two times the object's height above the nearest point on the roof surface. Such objects include, but are not limited to, taller portions of the building itself, parapets, chimneys, antennas, signage, rooftop equipment, trees, and roof plantings either existing at the time of permit application or planned for on the construction documents.

RS402.6 Roof Load Documentation. The structural design loads of roof dead load and roof live load shall be clearly indicated on the construction documents.

Explanatory Note: Designers must include at least one potential pathway for the conduit between the solar-ready zone and the electrical panel in the construction documents, but solar installers are not required to use that pathway at time of installation.

RS402.7 Interconnection Pathway. Construction documents shall indicate at least one potential pathway for routing of conduit and/or raceway from the *solar-ready zone* to the electrical service panel and shall be labeled as “Potential Pathway” on the construction documents.

RS402.8 Electrical Service Reserved Space. The main electrical service panel shall have sufficient reserved space to allow the installation of a dual pole circuit breaker for future solar electric installation and shall be labeled “For Future Solar Electric.” The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

Explanatory Note: Section RS402.9 removed the requirement from the Appendix RB for the builder or a registered design professional to be responsible for posting the certificate.

RS402.9 Construction Documentation Certificate. A permanent certificate, indicating the *solar-ready zone* and other requirements of this Part, shall be posted near the electrical distribution panel, water heater, or other conspicuous location.

PART 2 COMMERCIAL SOLAR READY

Explanatory Note: This chapter draws directly from Appendix CB Solar Ready Zone - Commercial of the 2021 IECC. Any major changes will be described as an explanatory note.

SECTION CS401 SCOPE

Explanatory Note: See explanatory note for RE301.1.

CS401.1 General. These provisions shall be applicable for new buildings, and major renovations and additions.

SECTION CS402 SOLAR-READY ZONE

Explanatory Note: This section includes low-sloped roofs in the solar ready requirements.

CS402.1 General. A *solar-ready zone* shall be located on the roof of all new *commercial buildings* that are oriented between 110 and 270 degrees of true north or

have low-sloped roofs. *Solar-ready zones* shall comply with Sections **CS402.2** through **CS402.7**.

Explanatory Note: Section CS402.1 Exception 1 was updated to include a minimum energy production requirement for the qualifying on-site renewable energy system. A building project seeking an exception to the solar-ready zone requirements must install an on-site renewable energy system that meets the minimum energy production requirement. Criteria B of Exception 1 intends to provide flexibility and accommodate site or design constraints with regard to the location of the on-site system.

Exceptions:

1. A building with a permanently-installed, on-site renewable energy system that meets the following criteria.
 - a. The system produces the energy output equivalent to covering 40 percent of the net roof area with solar photovoltaic calculated as the horizontally projected gross roof area less the area covered by skylights, occupied roof decks, vegetative roof areas, and mandatory access or set back areas as required by the International Fire Code.
 - b. The system is located on the roof or overhang of the building or on the roof or overhang of another structure located within 250 feet of the building, on the building premises, on covered parking, or another *approved* location installed with the building project and under the same property ownership.
2. A building with a *solar-ready zone* that is shaded for more than 70 percent of daylight hours annually.
3. A building where a licensed design professional certifies that the incident solar radiation available to the building is not suitable for a *solar-ready zone*.
4. A building where a licensed design professional certifies that the *solar-ready zone* area required by Section **CS402.3** cannot be met because of extensive rooftop equipment, skylights, vegetative roof areas, or other obstructions.

CS402.2 Construction Document Requirements for a Solar-Ready Zone.

Construction documents shall indicate the *solar-ready zone*.

Explanatory Note: This section allows the solar-ready zone to be designated on other areas of the building site other than the roof of the main building.

CS402.3 Solar-Ready Zone Area. The total *solar-ready zone* area shall not be less than 40 percent of the roof area calculated as the horizontally projected gross roof area less the area covered by skylights, occupied roof decks, vegetative roof areas, and mandatory access or set back areas as required by the International Fire Code. The *solar-ready zone* shall be a single area or smaller, separated sub-zone areas. Each sub-zone area shall be not less than 5 feet in width in the narrowest dimension.

The *solar-ready zone* shall be located on the roof or overhang of the building or on the roof or overhang of another structure located within 250 feet of the building, on the building premises, on covered parking, or another *approved* location installed with the building project and under the same property ownership .

CS402.4 Obstructions. *Solar-ready zones* shall be free from obstructions, including pipes, vents, ducts, HVAC equipment, skylights, and roof-mounted equipment.

Explanatory Note: This section removes Appendix CB requirement of a minimum 5 lb per sq ft minimum roof load, with the intent to reduce the design burden on engineers and potential costs of over-engineering the roof.

CS402.5 Roof Loads and Documentation. The structural design loads for roof dead load and roof live load shall be indicated on the construction documents.

Explanatory Note: Designers must include at least one potential pathway for the conduit between the solar-ready zone and the electrical panel in the construction documents, but solar installers are not required to use that pathway at time of installation.

CS402.6 Interconnection Pathway. Construction documents shall indicate at least one potential pathway for routing of conduit and/or raceway from the *solar-ready zone* to an electrical service panel and shall be labeled as "Potential Pathway" on the construction documents.

Explanatory Note: This section adds the requirement for a 200 amp bus bar rating to be present in the electrical panel to ensure adequate space is available for future solar PV.

CS402.7 Electrical Service Reserved Space. The main electrical service panel shall have a minimum bus bar rating of not less than 200 amps. The main electrical service panel shall have a reserved space to allow installation of a dual-pole circuit breaker for future solar electric. This space shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the end of the panel that is opposite from the panel supply conductor connection.

PART 3 RESIDENTIAL SOLAR PANEL CAPACITY

Explanatory Note: Part 3 requires electrical panel space be reserved for future solar PV even if the building does not have to comply with the solar ready requirements. This is designed to accommodate future solar PV or solar thermal technologies, or ground mount systems, that could produce some renewable energy output using less or no physical roof space than the required solar-ready zone. In every case, sufficient electrical panel space shall be provided even if the roof does not have the required solar-ready zone, so as to not limit future owners from pursuing solar PV.

SECTION RS410 SCOPE

Explanatory Note: See the explanatory note for RE301.1.

RS410.1 General. These provisions shall be applicable for all new buildings, and major renovations and additions.

RS410.2 Electric Service Reserved Space. The main electrical service panel shall have sufficient reserved space to allow installation of a dual pole circuit breaker for future solar electric installation and shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

Exception: A dwelling unit that already must comply with the solar ready provisions in Chapter 4 or that has a permanently installed on-site renewable energy system that provides electricity to the dwelling unit's electrical system.

PART 4 COMMERCIAL SOLAR PANEL CAPACITY

Explanatory Note: Part 4 adds a separate requirement that electrical panel space be reserved for future solar PV even if the building does not have to comply with the solar ready requirements. See the explanatory note for Part 3.

SECTION CS410 SCOPE

Explanatory Note: See explanatory note for RE301.1.

CS410.1 General. These provisions shall be applicable for new buildings, and major renovations and additions.

CS410.2 Electric Service Reserved Space. The main electrical service panel shall have a minimum bus bar rating of not less than 200 amps. The main electrical service panel shall have sufficient reserved space to allow installation of a dual pole circuit breaker for future solar electric installation and shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

Exception: A building that already must comply with the solar ready provisions in Chapter 4 or that has a permanently installed on-site renewable energy system that provides electricity to the building's electrical system.

Chapter 5 Electric Vehicle Ready

Explanatory Note: The provisions of Chapter 5 apply only to NEW parking provided for either residential or commercial buildings. These provisions should not be read to require installation of parking where a developer does not wish to provide parking and is not required to do so by local zoning or land use codes.

PART 1 RESIDENTIAL ELECTRIC VEHICLE READY

SECTION RV501 SCOPE

Explanatory Note: See the explanatory note for RE301.1.

RV501.1 General. These provisions shall be applicable for all new buildings, and major renovations and additions.

SECTION RV502 ELECTRIC VEHICLE POWER TRANSFER INFRASTRUCTURE

RV502 Electric Vehicle Power Transfer Infrastructure. New vehicle parking spaces for *residential buildings* shall be provided in accordance with Sections **RV502.1** and **RV502.3**.

RV502.1 One- and Two-family Dwellings and Townhouses. Each dwelling unit with a dedicated attached or detached garage or other onsite designated parking provided for the dwelling unit shall be provided with one *EV ready space* per dwelling unit.

Explanatory Note: *The exception for this section is intended to exempt installers from installing a receptacle when the future electric vehicle supply equipment will be hardwired into the building.*

RV502.2 EV Ready Spaces. Each *EV ready space* shall have a branch circuit that complies with all of the following:

1. Terminates at a receptacle, located within 3 feet of each *EV ready space* it serves. *EV ready* includes two adjacent parking spaces if the receptacle for the electrical facilities of this section is installed adjacent to and between both parking spaces.
2. Has a minimum circuit capacity of 8.3 kVA (40A 208/240V).
3. The electrical panel, electrical distribution equipment directory, and all outlets or enclosures shall be marked "For future electric vehicle supply equipment".

Exception: A receptacle need not be provided if a hard-wired *EVSE* is installed.

RV502.3 Identification. Construction documents shall designate the *EV ready space* and indicate the locations of raceway and/or conduit and the termination points serving them. The circuits or spaces reserved in the electrical panel for *EV ready spaces* shall be clearly identified in the panel or subpanel directory.

PART 2 COMMERCIAL ELECTRIC VEHICLE READY

SECTION CV501 SCOPE

Explanatory Note: *See the explanatory note for RE301.1.*

CV501.1 General. These provisions shall be applicable for all new buildings, and major renovations and additions.

SECTION CV502 ELECTRIC VEHICLE POWER TRANSFER INFRASTRUCTURE

CV502 Electric Vehicle Power Transfer Infrastructure. Where new parking is provided for *commercial buildings*, it shall be provided with *electric vehicle* power transfer infrastructure in compliance with Sections **CV502.1** through **CV502.9**.

CV502.1 Quantity. The number of required *EVSE installed spaces*, *EV ready spaces*, *EV capable spaces*, and *EV capable light spaces* shall be determined in accordance with this Section and **Table CV502.1** based on the total number of provided vehicle parking spaces and shall be rounded up to the nearest whole number. This includes all covered parking under carports or detached garages.

CV502.1.1 Where more than one parking lot is provided on a building site, the number of provided vehicle parking spaces required to have *EV* power transfer infrastructure shall be calculated separately for each parking lot.

CV502.1.1.1 R-2 Occupancies, as defined in Chapter 3 of the International Building Code, shall use the total parking requirement for the entire development to determine the *EV* power transfer infrastructure requirements using **Table CV502.1**.

Explanatory Note: *This section allows commercial buildings and R-2 Occupancies to substitute other space types for DC fast chargers.*

CV502.1.2 For *commercial buildings* that install a *DCFC EVSE*, each *DCFC EVSE* installed shall be permitted to be substituted for other space types as follows:

1. *Commercial buildings* other than R-2 Occupancies shall be permitted to substitute up to 10 spaces when the building provides a minimum of 20 percent of parking spaces as a combination of *EV Capable*, *EV ready*, or *EVSE installed spaces*.
2. R-2 Occupancies shall be permitted to substitute up to 5 spaces when the building provides a minimum of 60 percent of parking spaces as a

combination of *EV Capable light, EV Capable, EV ready, or EVSE installed spaces*.

Explanatory Note: Section CV502.1.3-CV502.1.51.2 were added to allow for EVSE installed spaces, EV ready spaces, and EV capable spaces that exceed the minimum requirement to substitute for less stringent space types.

CV502.1.3 *EVSE installed spaces* that exceed the minimum requirements of this section are permitted to be used to meet minimum requirements for *EV ready spaces, EV capable spaces, and EV capable light spaces*.

CV502.1.4 *EV ready spaces* that exceed the minimum requirements of this section are permitted to be used to meet minimum requirements for *EV capable spaces and EV capable light spaces*.

CV502.1.5 *EV capable spaces* that exceed the minimum requirements of this section are permitted to be used to meet the minimum requirements for *EV capable light spaces*.

CV502.1.6 All attached garages with direct connection to a dwelling unit will be required to have one *EV ready space*.

Explanatory Note: Multifamily buildings (R-2 occupancies) are separated out from all other commercial buildings in this table, and the parking lot sizes are broken down between small lots (10 or fewer spaces) and large lots (greater than 10 spaces) for both commercial and multifamily.

Table CV502.1: EV Power Transfer Infrastructure Requirements

Building Type / Space Type	EVSE Installed Space	EV Ready Space	EV Capable Space	EV Capable Light Space
All commercial buildings, except for R-2 occupancies, with 10 or less parking spaces.	0	2 spaces	0	0
Commercial buildings, except for R-2 occupancies, with greater than 10 parking spaces.	2% of spaces	8% of spaces	10% of spaces	10% of spaces
R-2 occupancies with 10 or less parking spaces	0	15% of spaces	10% of spaces	10% of spaces
R-2 occupancies with greater than 10 parking spaces.	5% of spaces	15% of spaces	10% of spaces	30% of spaces

Explanatory Note: Section CV502.2 defines the requirements for an EV capable light space, which is a new space type introduced in this code. EV capable light spaces require only conduit to be run, and dedicated physical space for future electrical service equipment to be provided. Unlike the requirements for EV capable spaces, EV capable light spaces do not require a building to provide sufficient electrical panel space or actual electric service capacity for future EV charging.

CV502.2 EV Capable Light Spaces. Each EV capable light space shall comply with all of the following:

1. A continuous raceway and/or conduit shall be installed between a suitable electrical panel or other electrical distribution equipment and terminate within 3 feet of the EV capable light space and shall be capped. EV capable light

includes two adjacent parking spaces if the raceway and/or conduit terminates adjacent to and between both parking spaces.

2. Installed raceway and/or conduit shall be sized and rated to supply a minimum of 208 volts and a minimum of 40-ampere rated circuits.
3. Dedicated physical space to accommodate all equipment necessary for electrical service to future *EVSE*.
4. The routing of the raceway and/or conduit must be noted on the construction documents and the raceway shall be permanently and visibly marked "EV CAPABLE" at the load center and termination point locations.

Explanatory Note: The following requirements for EV Capable, EV ready, EVSE, and EVSE installed spaces were included in the state statute requirements (CRS 24-38.5-401).

CV502.3 EV Capable Spaces. Each *EV capable space* shall comply with all of the following:

1. A continuous raceway and/or conduit shall be installed between a suitable electrical panel or other electrical distribution equipment and terminate within 3 feet of the *EV capable space* and shall be capped. *EV capable* includes two adjacent parking spaces if the raceway and/or conduit terminates adjacent to and between both parking spaces.
2. The installed raceway and/or conduit shall be sized and rated to supply a minimum of 208 volts and a minimum of 40-ampere rated circuits.
3. The electrical panel or other electrical distribution equipment to which the raceway and/or conduit connects shall have sufficient dedicated space and spare electrical capacity to supply a minimum of 208 volts and a minimum of 40-ampere rated circuits.
4. The termination point of the conduit and/or raceway and the electrical distribution equipment directory shall be marked: "For future electric vehicle supply equipment (EVSE)."
5. Reserved capacity shall be no less than 8.3 kVA (40A 208/240V) for each *EV capable space*.

CV502.4 EV Ready Spaces. Each *EV ready space* shall have a branch circuit that complies with all of the following:

1. Terminates at a receptacle or junction box located within 3 feet of each *EV ready space* it serves. *EV ready* includes two adjacent parking spaces if the receptacle is installed adjacent to and between both parking spaces.
2. Has a minimum circuit capacity of 8.3 kVA (40A 208/240V).
3. The electrical panel, electrical distribution equipment directory, and all outlets or enclosures shall be marked "For future electric vehicle supply equipment (EVSE)."

CV502.5 Electric Vehicle Supply Equipment (EVSE). All *EVSE* shall meet all of the following requirements:

1. The installed *EVSE* shall meet one of the following requirements:
 - a. A power capacity of at least 6.2 kVA (or 30A at 208/240V) and has the ability to connect to the internet.
 - b. An inductive charging system for battery-powered *electric vehicles* that:
 - i. Is ENERGY STAR certified; and
 - ii. Has the ability to connect to the internet.
2. An *electric vehicle* charging system shall be wall-mounted or pedestal style and may provide multiple cords to connect with *electric vehicles*.
3. An *electric vehicle* charging system shall be listed and labeled for *EV* charging and must comply with the current version of Article 625 of the National Electrical Code.

CV502.6 EVSE Installed Spaces. An installed *EVSE* with multiple output connections shall be permitted to serve multiple *EVSE installed spaces*. Each *EVSE* installed serving either a single *EVSE installed space* or multiple *EVSE installed spaces*, shall comply with all of the following:

1. Have a minimum charging rate in accordance with Section **CV502.7**.
2. Be located within 3 feet of each *EVSE installed space* it serves.
3. Be installed in accordance with Section **CV502.8**.
4. Have a minimum circuit capacity of 8.3 kVA (40A 208/240V).
5. Must meet the requirements of Section **CV502.5**.

Explanatory Note: Section CV502.7 adds a minimum charging rate requirement for EVSE installed spaces. This section includes an allowance for a lower minimum charging rate for EVSE installed spaces served by a load management system.

CV502.7 EVSE Minimum Charging Rate. Each installed EVSE shall comply with one of the following:

1. Be capable of charging at a minimum rate of 6.2 kVA (or 30A at 208/240V).
2. When serving multiple EVSE installed spaces and controlled by an energy management system providing load management, be capable of simultaneously sharing each EVSE installed space at a minimum charging rate of no less than 3.3 kVA.

Explanatory Note: Section CV502.8 includes reference to the Accessibility Chapter in the International Building Code, which governs accessibility of parking, to ensure all EVSE installed spaces are accessible.

CV502.8 EVSE Installation. EVSE shall be installed in accordance with NFPA 70 and shall be listed and labeled in accordance with UL 2202 or UL 2594. When serving an accessible parking space, EVSE shall be accessible in accordance with the International Building Code Chapter 11.

CV502.9 Identification. Construction documents shall designate all EVSE installed spaces, EV ready spaces, EV capable spaces, and EV capable light spaces, and indicate the locations of raceway and/or conduit and termination points serving them. The circuits or spaces reserved for EVSE installed spaces, EV ready spaces, and EV capable spaces shall be clearly identified in the panel or subpanel directory. The raceway and/or conduit for EV ready spaces, EV capable spaces and EV capable light spaces shall be clearly identified at both the panel or subpanel and the termination point at the parking space.