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

**DATE:** Tuesday, January 16, 2024

**Page 1 of 2**

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

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:**

8:30 am

- Alcohol Beverage License #03-04246; Crested Butte LLC, dba Paradise Restaurant; 2/4/2024 – 2/4/2025

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

8:31 am

- Call to Order; Agenda Review
- Minutes Approval:
  1. September 5, 2023 Regular Meeting
  2. September 19, 2023 Regular Meeting
  3. January 2, 2024 Regular Meeting
  4. January 9, 2024 Special Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Resolution Amending the Sewer Rules and Regulations of the Gunnison County Water and Sewer Utility
  2. Acknowledgement of County Manager Signature; Airport Services Agreement; Janitorial Services; Jackalope Services, LLC, dba Bethany J Montlary; 1/1/2024 thru 12/31/2024; \$80,000
  3. Memorandum of Understanding Amendment #1 between the Colorado Department of Early Childhood and Gunnison and Hinsdale Counties Board of Human Services; Colorado Child Care Assistance Program (CCCAP)
  4. El Pomar Foundation General Grant Terms and Conditions; Gunnison-Hinsdale Early Childhood Council General Operating Support through the Colorado Assistance Fund; \$10,000

8:35 am

- County Manager's Reports
  1. First Amended Emergency Medical Services Building Intergovernmental Agreement; Board of Trustees of the Gunnison Valley Health

8:45 am

- Ordinance No. 21; An Ordinance Repealing Ordinance No. 4 and Establishing the Regulation of Vehicle Parking at the Gunnison-Crested Butte Regional Airport

8:50 am

- Request for Extension of Submittal Deadline; Whetstone Community Housing Development LUC-22-00049

8:55 am

- Resolution Approving the Grant Application for the Strong Communities Infrastructure Grant from the State of Colorado; Sawtooth Housing Project, Phase II

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

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

**DATE:** Tuesday, January 16, 2024

**Page 2 of 2**

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

9:00 am

- Replat of Golf Villas at Skyland Condominiums; LUC-23-00016

9:05 am

- Tax Year 2023, Budget Year 2024, Certification of Levies and Revenue by Gunnison County Commissioners

9:10 am

- Letter of Support; Community Business Preservation Program Grant

9:15 am

- Gunnison County Boards and Commissions:
  1. Board of Assessments:
    - At-Large Appointments, Fill Two Vacancies for One-Year Terms
      - Applicants: Julie Baca, Andy Tocke, Jeff Wilkinson
    - BOCC Appointments, Three Commissioners for One-Year Terms
      - Commissioners: Jonathan Houck, Laura Puckett-Daniels, Liz Smith

9:20 am

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

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

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDdTZHTFNrRVdDemZjdC91aVBlZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+12532158782,,82753657556#,,,,\*471302# US (Tacoma)

+13462487799,,82753657556#,,,,\*471302# US (Houston)

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

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**Agenda Item:** Alcohol Beverage License #03-04246; Crested Butte

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

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

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Liquor License renewal

**Fiscal Impact:**

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

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/4/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/5/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/16/2024

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**GUNNISON COUNTY**

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

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**GUNNISON COUNTY  
GUNNISON COUNTY CLERK  
221 N. WISCONSIN STREET  
GUNNISON, COLORADO 81230**

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-04246**  
to sell/serve malt, vinous, spirituous liquor for (on the)-premises  
consumption in the County of Gunnison, Colorado.

**CRESTED BUTTE LLC DBA PARADISE RESTAURANT  
SE1/4SW1/4SECTION19T13SOUTH RANGE 85 WEST  
CRESTED BUTTE, COLORADO 81224**

Fee \$100.00

Effective Dates: 02.04.2024 - 02.04.2025

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

Kathy Simillion 1-3-2024 \_\_\_\_\_  
Gunnison County Clerk Date Board of County Commissioners Date  
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**  
1707 Cole Blvd, Suite 300  
Lakewood, CO 80401

**CRESTED BUTTE LLC  
dba PARADISE RESTAURANT  
SE1/4SW1/4SECTION19T13 SOUTH RANGE 85 WEST 6TH PM  
Gunnison CO 81230**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-04246</b>	License Expires at Midnight <b>February 04, 2025</b>
License Type <b>HOTEL &amp; RESTAURANT (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 1/3/2024 LH

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Heidi Humphreys*

Heidi Humphreys, Interim Executive Director

APPLICANT ID: 288070

DR 8400 (02/22/23)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division

**Submit to Local Licensing Authority**

**PARADISE RESTAURANT**  
**PO BOX 5700**  
**Crested Butte CO 81224**



Fees Due	
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$625.00</b>

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

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name CRESTED BUTTE LLC		Doing Business As Name (DBA) PARADISE RESTAURANT	
Liquor License # 03-04246	License Type Hotel & Restaurant (county)		
Sales Tax License Number 00774205	Expiration Date 02/04/2024	Due Date 12/21/2023	
Business Address SE1/4SW1/4SECTION19T13 SOUTH RANGE 85 WEST 6TH PM Gunnison CO 81230			Phone Number 9703492202
Mailing Address PO BOX 5700 Crested Butte CO 81224		Email joni.m.matzinger@vailresorts.com	
Operating Manager Tyrone Ferguson	Date of Birth 04/08/1971	Home Address 1130 County Rd. 742 #38, Almont, CO 81210	Phone Number 719.221.5199
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

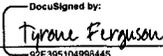
DR 8400 (02/22/23)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division

APPLICANT ID: 288070

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  Yes  No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  Yes  No

**Affirmation & Consent**

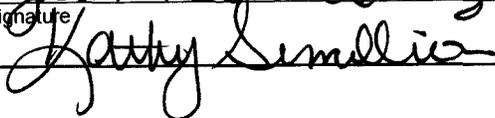
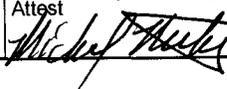
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Tyrone Ferguson	Title GM
Signature  <small>DocuSigned by: Tyrone Ferguson 92E395104998445</small>	Date Dec-13-2023

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For Gunnison County	Date 12-20-23
Signature 	Title County Clerk
	Attest 

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

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**Agenda Item:** Draft BOCC Meeting Minutes; 9-5-2023

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The draft 9/5/2023 BOCC meeting minutes are attached for consideration.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/9/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/9/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/11/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/16/2024

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
September 5, 2023**

The September 5, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson  
Liz Smith, Vice-Chairperson  
Laura Puckett-Daniels, Commissioner  
Matthew Hoyt, County Attorney

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

**GUNNISON COUNTY BOARD OF EQUALIZATION:**

**CALL TO ORDER:** Commissioner Houck called the Gunnison County Board of Equalization meeting to order at 8:30 am.

**2023 GUNNISON COUNTY ASSESSOR REPORT - REAL AND PERSONAL PROPERTY APPEAL PERIOD:** County Assessor Kristy McFarland was present for discussion, and she informed the Board that the first billion-dollar property has been assessed in Gunnison County. In 2023, there were 1,745 real property appeals, of which 566 were adjusted, and there were four real property appeals, all of which were adjusted. Approximately \$1,197,000,000 of property was assessed, which is the highest to date for Gunnison County. CA McFarland provided information relevant to Proposition H for Board review, and she opined that her office is seeing fewer appeals due to improved record keeping. **Moved** by Commissioner Houck, seconded by Commissioner Smith to accept the report from the Assessor and the Assessor's Office as presented this morning. Motion carried unanimously. The upcoming schedule of hearings, deadlines and procedures were explained.

**ADJOURN:** Commissioner Houck adjourned the Gunnison County Board of Equalization meeting at 8:41 am.

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

**CALL TO ORDER:** Commissioner Houck called the Gunnison County Local Liquor Licensing Authority to order at 8:41 am.

**CONSENT AGENDA:** **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to accept the Consent Agenda, as presented. Motion carried unanimously.

1. Alcohol Beverage License #03-14906; Almont FBF Holdings, LLC, dba Almont Resort, 10209 Hwy 135, Almont, CO; 9/29/2023 – 9/29/2024
2. Alcohol Beverage License #04-01630; Harmels Operation, LLC, dba Harmels Ranch Resort, 6748 County Road 774, Almont, CO; 11/15/2023 – 11/15/2024

**ADJOURN:** Commissioner Houck adjourned the Gunnison County Local Liquor Licensing Authority at 8:42 am.

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

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 8:42 am.

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

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated.

**CONSENT AGENDA:** **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to approve the Consent Agenda as presented. Motion carried unanimously.

1. Grant Contract; 2023 Community Foundation of the Gunnison Valley Community Grant Award; American Legion Post 54 Accessible Restroom; 7/1/2023 – 5/31/2024; \$7,000
2. Community Services Block Grant; Colorado Department of Health and Human Services; Community Needs Assessment and Community Action Plan; 2024-2026; \$67,190
3. Region 10 Area Agency on Aging; Partial Support of Senior Resources Specialist Position; 7/1/2023 – 6/30/2024; \$33,464
4. Contract Amendment #3 to 24 QAAA 186098; Colorado Department of Early Childhood; SFY 2024; \$69,694
5. Acknowledgement of County Manager Signature; Modification #1, Emergency Facilities and Land Use Agreement; USDA – Grand Mesa, Uncompahgre & Gunnison National Forests; Lowline Fire Incident #CO-GMF-000176; Use of Fairground Facilities, located at 275 S. Spruce Street, Gunnison, CO; 8/8/2023; Not to Exceed \$50,000

6. Acknowledgment of County Manager Signature; Contract Renewal Request Form, Multifamily Section 8 Contracts and Owner's Certification as to Compliance with Tenant Comment Procedures in 24 CFR 245; US Department of Housing and Urban Development; Mountain View Apartments
7. Federal Aviation Administration Airport Improvement Program, FY 2023 Airport Improvement (AIP) Grant Agreement; Grant Number 3-08-0030-063-2023; \$1,000,000 Federal Aviation Administration Maximum, \$55,555 Colorado Department of Transportation, \$55,556 Gunnison County Obligation
8. Re-Approval Following Budget Reallocations without Change to Total Dollar Amount; Colorado Department of Human Services Behavioral Health Administration Contract 24 IBEH 183800; Prevention of People with Behavioral Health Disorders Becoming Involved or Further Penetrating into the Criminal Justice System; Through 6/30/2024; \$721,511

**COUNTY MANAGER'S REPORTS:**

1. Marble and Somerset Site Visits Follow-up. CM Birnie informed the Board that Assistant County Manager for Public Works Martin Schmidt has been in touch with CDOT and Colorado State Patrol to follow up on some speed-signage and related requests brought forward during the Somerset visit. As well, he has been in touch with a Marble Trustee about the jail building, and he will request action on the next Board agenda after he has had time to formulate a recommendation. Lastly, air-quality issues were raised related to the mine, and CM Birnie said he would find out more information for the Board about the air quality and any mines that are burning.
2. Sawtooth Project Update. CM Birnie informed the Board that the project will exceed the September completion target due to timing issues that are outside of the County's control. The move-in date is still fluid, though he stated that it will be fully rented as soon as the units are available.

**RESOLUTION; ESTABLISHING THE DISTRICTS OF GUNNISON COUNTY COMMISSIONERS AS A RESULT OF THE 2020 FEDERAL CENSUS:** Geographic Information Systems Manager Mike Pelletier was present for discussion. Commissioner Houck noted that a resolution to define the commissioner districts is required every 10 years, and that each commissioner has expressed support for the content of the resolution up for adoption. The relevant public hearing was held on 7/18/2023. **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to approve Resolution #2023-18, a Resolution Establishing the Districts of Gunnison County Commissioners as a Result of the 2020 Federal Census. Motion carried unanimously. Commissioner Houck thanked GISM Pelletier for his work bringing this forward.

**GUNNISON COUNTY GROOMING PERMIT FOR WINTER ON KEBLER PASS ROAD; GUNNISON SNO TRACKERS; REQUEST FOR WAIVER ON MINIMUM INSURANCE LIABILITY REQUIREMENT:**

Commissioner Houck summarized Sno Trackers' insurance-waiver request. Sno Trackers can obtain a \$1M liability insurance policy, and requests to maintain only that level of coverage. However, the County's contracts require \$1.2M, as set by statute and increased periodically by the Secretary of State. CA Hoyt stated that this is a risk-management decision, because the County might be exposed when a claim is filed. CM Birnie noted that another similar request is expected to be submitted by another entity doing similar work. The Board agreed that risk to the County was low, since Sno Trackers has a long history of working with the County without incurring any claims. **Moved** by Commissioner Puckett-Daniels, seconded by Commissioner Smith to approve the Gunnison County Grooming Permit for winter on Kebler Pass Road for Gunnison Sno Trackers and acknowledges the request for waiver on minimum insurance liability requirement. Motion carried unanimously.

**COLORADO COUNTIES, INC. LEGISLATIVE COMMITTEE COMMISSIONER DESIGNATION FORMS; 1) FOR ASSISTANT COUNTY MANAGER FOR HEALTH, HUMAN AND SAFETY SERVICES JONI REYNOLDS TO SERVE ON THE LEGISLATIVE COMMITTEE TO VOTE ON 2024 LEGISLATIVE PRIORITIES, AND 2) COMMISSIONER DESIGNATION:** Assistant County Manager for Health, Human and Safety Services Joni Reynolds was present for discussion.

Commissioner Houck explained that the Board customarily designates ACM Reynolds to serve as the proxy on the Health and Human Services committee for the whole session. By the end of September, the Board also needs to designate a commissioner and an alternate to vote on behalf of the Board during the October 6<sup>th</sup> meeting in Denver. A work session will take place prior to the 10/6 meeting so that the Board can come to consensus on priorities. **Moved** by Commissioner Houck, seconded by Commissioner Smith to designate Assistant County Manager for Health, Human and Safety Services Joni Reynolds to serve on the legislative committee to vote on 2024 legislative priorities on behalf of Gunnison County, and that for the October 6<sup>th</sup> meeting, we designate Jonathan Houck as the voting member and Laura Puckett Daniels as our alternate for that specific meeting. Motion carried unanimously.

**LETTER OF SUPPORT; COLORADO WATER TRUST GRANT APPLICATION TO THE COLORADO WATER CONSERVATION BOARD; COLLIER DITCH INFRASTRUCTURE AND FLOW BYPASS IMPROVEMENT GRANT APPLICATION; PROJECT TIMELINE: OCT 2023 – NOV 2023; \$426,500 TOTAL PROJECT COST, \$50,000 GRANT REQUEST:**

The Board discussed the information available in their meeting packet and agreed this request was in line with the County's water-quality and water-quantity goals. **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to approve the letter of support for the Colorado Water Trust Grant Application to the Colorado Water Conservation Board. Motion carried unanimously.

**UNSCHEDULED PUBLIC COMMENT:** No one from the public was present for discussion.

**COMMISSIONER ITEMS:**

**Commissioner Smith:**

1. Gunnison Basin Sage-grouse Strategic Committee. The Committee submitted a successful grant application to Colorado Parks and Wildlife for human-bear conflict mitigation. Funds awarded will be used for bear-proof waste containers that will help to avoid attracting predators of grouse nests. Commissioner Smith stated that this collaborative project with many anticipated benefits.
2. Opioid Abatement Conference. Commissioner Smith attended this recent event in Montrose, and she stated that it went very well. Regional, statewide and national data research and analysis was discussed during the conference. She also toured the mental-health crisis center while there, and she was impressed with the operation.
3. Upper Gunnison River Water Conservancy District. Commissioner Smith attended a meeting with the District last week. Becky Mitchell, Colorado Commissioner for the Upper Colorado Basin, was also in attendance and gave a presentation. Commissioner Smith stated that Ms. Mitchell is passionate about her position and the work that she does.
4. Colorado Counties, Inc. (CCI) Executive Director Search. Commissioner Smith indicated that she would be leaving for Denver after the meeting was adjourned. The pre-selection committee has additional interviews scheduled and hopes to provide a choice of three candidates to the CCI Board of Directors.
5. Club 20 Fall Conference. Commissioner Smith stated that she intends to attend this upcoming conference in Grand Junction.
6. Crystal River Stakeholder Meeting. Commissioner Smith attended the meeting last month in Marble, and the next meeting is scheduled for 9/18/2023. Educational priorities have been refined, and a series of webinars will be created to reflect those priorities. The group is also pursuing a consensus-based process with a super-majority vote option if consensus cannot be reached. An October summit will further the progress.

**Commissioner Puckett-Daniels:**

1. Marble and Somerset Meetings. Commissioner Puckett-Daniels noted that she attended these meetings and is grateful to be getting returning to normal after her automobile accident.
2. Sustainable Tourism and Outdoor Recreation (STOR) Committee. Commissioner Puckett-Daniels stated that she is working with Assistant County Manager for Community and Economic Development Cathie Pagano on the STOR Committee's strategic planning process.
3. Gunnison Valley Regional Housing Authority. Commissioner Puckett-Daniels stated that the Colorado Sun has provided good coverage of the issue at Frontier Land Mobile Home Park and the resulting displacements. Approximately 50 persons were displaced, and most have since found temporary housing. She also indicated that the GVRHA is currently going through the budgeting process and process for hiring a new executive director, and she asked to speak with CM Birnie about the hiring process in a separate meeting to gather his insight.
4. Colorado Peace Officers Standards and Training Board. Commissioner Puckett-Daniels continues to serve on this Board, and the Governor has now appointed her as local-government representative due to her service on the BOCC. She originally served as a community member prior to becoming a Gunnison County commissioner.

**Commissioner Houck:**

1. Gunnison Sage-grouse RMPA. Commissioner Houck continues to work with Jim Cochran on this effort to ensure that the RMPA supports the County's long-standing commitment to protection of the species.

**BREAK:** The meeting recessed from 9:44 until 10:49 am.

**EXECUTIVE SESSION, PURSUANT TO C.R.S. SEC. 24-6-402(4)(B) CONFERENCE WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO UNITED STATES DEPARTMENT OF AGRICULTURE, UNITED STATES FOREST SERVICE, GRAND MESA, UNCOMPAGRE AND GUNNISON NATIONAL FORESTS 2023 REVISED LAND MANAGEMENT PLAN ENVIRONMENTAL IMPACT STATEMENT AND RECORD OF DECISION:** **Moved** by Commissioner Houck, seconded by Commissioner Puckett-Daniels to go into executive session pursuant to Colorado Revised Statute Section 24-6-402(4)(B) Conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the Purpose of Receiving Legal Advice Related to the USDA, US Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests 2023 Revised Land Management Plan EIS Statement and Record of Decision; because this is with the Attorney,

there will be no contemporaneous record kept of the discussion; those in the executive session will be the full Board of County Commissioners, the County Attorney and the County Manager. Motion carried unanimously.

The board went into executive session at 9:44 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b).*

Attorney Statement Regarding Executive Session

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

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

\_\_\_\_\_  
Matthew Hoyt  
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

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

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

The Board came out of executive session at 10:49 am. **Moved** by Commissioner Houck, seconded by Commissioner Puckett-Daniels to come out of executive session, the participants in the executive session were consistent with those read into the record, we stayed on topic, and any direction that we have will be given once we are outside of executive session. Motion carried unanimously.

Commissioner Houck thanked CA Hoyt for his legal perspective. **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to delegate to Jonathan (Houck) and to Matthew Hoyt, our County Attorney, to tender objections to the Forest Plan and to pursue those objections. Motion carried unanimously.

**ADJOURN:** Commissioner Houck adjourned the Gunnison County Board of County Commissioners meeting at 10:53 am.

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

\_\_\_\_\_  
Liz Smith, Vice-Chairperson

\_\_\_\_\_  
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

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

Attest:

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

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO  
RESOLUTION NO. 2023-18**

**A RESOLUTION ESTABLISHING THE DISTRICTS OF GUNNISON COUNTY COMMISSIONERS  
AS A RESULT OF THE 2020 FEDERAL CENSUS**

WHEREAS, Colorado Revised Statute § 30-10-306(1), as amended, provides that each county shall be divided into three compact districts by the Board of County Commissioners of the County of Gunnison, Colorado ("Board"); and

WHEREAS, Colorado Revised Statute § 30-10-306(4), as amended, provides that, after each federal census of the United States, each district shall be established, revised, or altered to assure that such districts shall be as nearly equal in population as possible based on such census and shall be completed by September 30 of the second odd- numbered year following such census; and

WHEREAS, the United States Bureau of the Census has completed the 2020 federal census, therefore requiring the Board to complete the revision or alteration of Gunnison County Commission districts on or before September 30, 2023; and

WHEREAS, Colorado Revised Statute § 30-10-306(5), as amended requires the Board of County Commissioners of the County of Gunnison, Colorado to conduct a public hearing on the proposed district boundaries at least thirty (30) days before adopting a resolution to change such boundaries; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado conducted such public hearing on July 18, 2023; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado has considered information and data received from the United States Bureau of the Census for the 2020 census and has, in addition, considered comments and input received at the aforementioned public hearing on the question of commissioner district boundaries;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that:

Section 1:

Commissioner's District 1 is hereby declared to be that portion of Gunnison County lying south and west of a line commencing at the point of intersection of the western-most boundary of Gunnison County with the Third Standard Parallel South, which is also the northern-most boundary of Township 51 North and the southern-most boundary of

Township 15 South;

Thence running along said line east to the boundary between Range 87 West and Range 88 West of the Sixth Principal Meridian;

Thence north along said boundary line to the southern-most boundary of Township 14 south;

Thence east along said line to the point of intersection with the Ohio Creek Road, being County Road #730, said point of intersection being located at or near the northwest corner of Section 1, Township 15 South, Range 87 West of the Sixth Principal Meridian; Thence along the centerline of Ohio Creek Road in a southeasterly direction to the point of intersection with the centerline of Colorado State Highway #135;

Thence south along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of Elizabeth Avenue in the City of Gunnison;

Thence west along the centerline of Elizabeth Avenue to the point of intersection with the centerline of Pine Street;

Thence south along the centerline of Pine Street to the point of intersection with the centerline of Leroy Avenue;

Thence west along the centerline of Leroy Avenue to the point of intersection with the centerline of Spruce Street;

Thence south along the centerline of Spruce Street to the point of intersection with the centerline of Arthur Avenue

Thence west along the centerline of Arthur Avenue to the point of intersection with the centerline of 12th Street;

Thence south along the centerline of 12th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence west along the centerline of Rio Grande Avenue to the point of intersection with the centerline of 10th Street;

Thence south along the centerline of 10th Street to the point of intersection with the centerline of Railroad Avenue;

Thence southwesterly along the centerline of Railroad Avenue to the point of intersection with the centerline of South 8th Street;

Thence north along the centerline of South 8th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence west along the centerline of Rio Grande Avenue to the point of intersection with the centerline of U.S. Highway #50;

Thence westerly along the centerline of U.S. Highway #50 to the point of intersection with the centerline of Gold Basin Road, being County Road #38;

Thence in a southerly direction along the centerline of Gold Basin Road, being County Road #38 extended, extended to the point of intersection with the boundary between Gunnison County and Saguache County.

Section 2:

Commissioner's District 2 is hereby declared to be that portion of Gunnison County lying east and south of a line commencing at the point of intersection between the boundary of Gunnison County and Saguache County with the centerline of Gold Basin Road, being County road #38 extended;

Thence northerly along the centerline of Gold Basin road extended to the point of intersection with the centerline of U.S. Highway #50;

Thence easterly along the centerline of U.S. Highway #50 to the point of intersection with the centerline of Rio Grande Avenue;

Thence east along the centerline of Rio Grande Avenue to the point of intersection with the centerline of South 8th Street ;

Thence south along the centerline of South 8th Street to the point of intersection with the centerline of Railroad Avenue;

Thence northeasterly along the centerline of Railroad Avenue to the point of intersection with the centerline of 10th Street;

Thence north along the centerline of 10th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence east along the centerline of Rio Grande Avenue to the point of intersection with the centerline of 12th Street;

Thence north along the centerline of 12th Street to the point of intersection with the centerline of Arthur Avenue;

Thence east along the centerline of Arthur Avenue to the point of intersection with the centerline of Spruce Street;

Thence north along the centerline of Spruce Street to the point of intersection with the centerline of Leroy Avenue;

Thence east along the centerline of Leroy Avenue to the point of intersection with the centerline of Pine Street;

Thence north along the centerline of Pine Street to the point of intersection with the centerline of Elizabeth Avenue;

Thence east along the centerline of Elizabeth Avenue to the point of intersection with the centerline of Colorado State Highway #135;

Thence north along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of County Road #730 also known as Ohio Creek Road;

Thence northwesterly along the centerline of County Road #730 to the intersection of that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line" the location of which is referenced in the documents identified in Appendix "A" attached hereto and incorporated herein;

Thence northerly along that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A", to the intersection of the centerline of County Road #749 also known as Alkali Road;

Thence east along the centerline of County Road #749 also known as Alkali Road; to the intersection of the centerline of Colorado State Highway #135;

Thence north along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of the road known as Jack's Cabin Cutoff, being County Road/Forest Route #813;

Thence easterly along the centerline of Jack's Cabin Cutoff to the point of intersection with the centerline of Taylor River Road, being County Road/Forest Route #742;

Thence easterly along the centerline of Taylor River Road to the point of intersection with the centerline of Cottonwood Pass Road, being Forest Route #209;

Thence easterly along the centerline of Cottonwood Pass Road to the point of intersection with the Continental Divide, which is also the eastern boundary of Gunnison County.

Section 3:

Commissioner's District 3 is hereby declared to be that portion of Gunnison County lying north of a line commencing at a point on the easterly boundary of Gunnison County where the County line intersects with the centerline of the Cottonwood Pass Road, being Forest Route #209;

Thence westerly along the centerline of the Cottonwood Pass Road to the point of intersection with the centerline of the Taylor River Road, being County Road/Forest Route #742;

Thence westerly along the centerline of the Taylor River Road to the point of intersection with the road known as the Jack's Cabin Cutoff, being County Road/Forest Route #813;

Thence westerly along the centerline of the Jack's Cabin Cutoff to the point of intersection with the centerline of Colorado State Highway #135;

Thence south along the centerline of Colorado State Highway #135 to the point of intersection of the centerline of County Road #749 also known as Alkali Road;

Thence east along the centerline of County Road #749 also known as Alkali Road to that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A";

Thence southerly along that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A", to the point of intersection of the centerline of County Road #730 also known as Ohio Creek Road;

Thence northwesterly along the centerline of the Ohio Creek Road to the point of intersection with the southern boundary of Township 14 South, which point of intersection is located at the approximate northwest corner of Section 1, Township 15 South, Range 87 West of the Sixth Principal Meridian;

Thence west along the southern boundary of said Township 14 South to the point of intersection with the boundary line between Range 87 west and Range 88 West of the Sixth Principal Meridian;

Thence southerly along said boundary line to the third Standard parallel South, which is the boundary line between Township 51 North and Township 15 South;

Thence west along the Third Standard parallel to the point of intersection with the western- most boundary of Gunnison County.

Section 4:

The Chairperson of the Board of County Commissioners of the County of Gunnison, Colorado is hereby authorized to affix his signature upon one or more maps of Gunnison County or portions thereof depicting the location of the above-described boundary lines of commissioners' districts for Gunnison County also identified in Appendix "B" attached hereto and incorporated herein.

Section 5:

The Board of County Commissioners of the County of Gunnison, Colorado hereby finds that the above-described commissioners' districts are as compact and as nearly equal in population as possible, in accordance with Colorado law.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett-Daniels, and adopted this 5<sup>th</sup> day of September, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes; Puckett-Daniels – yes; Smith – yes.

APPENDIX "A"

The location of that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line" is identified in the following documents:

1. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 385 at page 471; and
2. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 385 at page 476; and
3. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 191; and
4. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 196; and
5. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 200; and
6. Right of Way No: 1641, Book 16, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 485; and
7. U.S. Department of Agriculture, Forest Service Special-Use Permit No: OUR- 400601.

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

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**Agenda Item:** Draft BOCC Meeting Minutes; 9-19-2023

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The draft September 19, 2023 BOCC meeting minutes are attached for consideration.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/11/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/16/2024

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
September 19, 2023**

The September 19, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson  
Liz Smith, Vice-Chairperson  
Laura Puckett Daniels, Commissioner  
Matthew Hoyt, County Attorney

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

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

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 8:30 am. Dr. John Tarr, Assistant County Manager for Health, Human and Safety Services Joni Reynolds were present for discussion.

**SUBSTANCE USE DISORDER (SUD) AND HARM REDUCTION:** Health Educator Kyle Tibbett and Juvenile Services Director Kari Commerford presented the information that was included in the meeting portfolio. JSD Commerford explained that Narcan is available around the community, in locations such as provider clinics, Gunnison Valley Health Obstetrics clinic and Emergency Room, Gunnison County Public Health and Detention Center facilities, and the local pharmacies. Commissioner Houck thanked staff for their outreach efforts.

**PROCLAMATION; SUICIDE PREVENTION AWARENESS MONTH IN THE COUNTY OF GUNNISON, COLORADO —SEPTEMBER 2023:** **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Proclamation for Suicide Prevention Awareness Month in the County of Gunnison, Colorado for September 2023. The Board discussed the importance of awareness, advocacy and services, and they thanked staff for the work they are doing to help our community. Motion carried unanimously.

**PRESENTATION OF APPRECIATION TO NATIONAL PARK SERVICE RANGER MELISSA POST:** Emergency Manager Scott Morrill and NPS Ranger Melissa Post were present for discussion.

EM Morrill presented the certificate to Ms. Post, who is retiring from the National Park Service, for her efforts during the COVID-19 pandemic. ACM Reynolds noted that Ms. Post's strong presence and sense of humor were very appreciated. Ms. Post stated that the experience opened doors for her and made her realize that there are more teams to which she can continue to make contributions. Commissioner Houck thanked Ms. Post, on behalf of the County and the community.

**ADJOURN:** Chairperson Houck adjourned the meeting of the Gunnison County Board of Health at 9:08 am.

**BREAK:** The meeting recessed from 9:08 until 9:19 am.

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 9:19 am.

**CONSENT AGENDA:** **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to approve the consent agenda, as presented. Motion carried unanimously.

1. Alcohol Beverage License #26-54026-0000; Black Mesa Lodge LLC dba Black Mesa Lodge; 100 Corral Gulch Rd, Gunnison, Colorado; 9/06/2023 - 9/06/2024
2. Alcohol Beverage License #03-10559; Kebler Corner Liquors LLC dba Kebler Corner Liquors; 30682 County Road 12 Unit A, Somerset, Colorado; 10/02/2023 – 10/02/2024

**ADJOURN:** Chairperson Houck adjourned the meeting of the Local Liquor Licensing Authority at 9:19 am.

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

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 9:19 am.

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

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated.

1. Draft: 2024 Gunnison County Holiday Schedule. **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to approve the Draft 2024 Holiday Schedule. Motion carried unanimously.

**CONSENT AGENDA:** **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to approve the consent agenda, as presented. Motion carried unanimously.

1. Acknowledgment of County Manager Signature; Temporary Road Use Agreement; Gunnison County Electric Association to Modify Traffic Flow on a Portion of County Road 734 Slate River Road; 9/12/2023 at 8:00 am until September 14, 2023 at 4:30 pm; Underground Cable Replacement
2. Acknowledgment of County Manager Signature; Addendum COBRA to the Claim Administration Agreement between Gunnison County (Client) and Imagine360 Administrators, LLC (TPA); 7/1/2023
3. Approval of Memorandum of Agreement; West Region Wildfire Council; Regarding USDA Secure Rural Schools and Community Self Determination Act, Title III Awards for 2016-2022 Associated with Wildfire Mitigation Activities in Gunnison County, Colorado; Transfer of Title III Funds currently held; \$52,849.81
4. Acknowledgment of County Manager's Signature; OpenGov End User License Agreement; OpenGov, Inc; for hosted software services; Effective 9/12/2023
5. Approval for General Services Administration (GSA) and Transportation Security Administration (TSA) On-Airport Lease Agreement #GS-08P -LCO00631; for leasing premises in the commercial Terminal Building
6. Approval of U.S. Department of Housing and Urban Development (HUD) Rent Schedule, Low Rent Housing; for Mountain View Apartments; Effective 11/01/2023; 1-bedroom \$806, 2-bedroom \$976
7. Approval for Memorandum of Understanding (MOU) Between Northwest Colorado Council of Governments (NWCCOG) and Crystal River Wild and Scenic Feasibility Collaborative Chairs; to establish roles and responsibilities for NWCCOG to serve as fiscal agent for stakeholder coordination and facilitation for the Crystal River Wild and Scenic Feasibility Collaborative; Effective date of signing
8. Approval for Colorado Department of Public Health & Environment (CDPHE) grant submission; for West Central Public Health Partnership (WCPHP) Project staffing; \$45,000 requested
9. Approval for Mt Crested Butte Community Service Grant application; by Gunnison County Substance Abuse Prevention Project (GCSAPP); for Youth Leadership Programming & Youth Wellness; \$5,000 requested
10. Approval for Intergovernmental Agreement Re: Nurse Home Visitor Program (NHVP); between Montrose and Gunnison Counties; for the provision of NHVP services in Gunnison County, 7/01/2023 - 6/30/2024; payable by Montrose County, up to \$112,000
11. Approval for Temple Hoyne Buell Grant Application; for funding the Parents as Teachers program in Gunnison and Hinsdale County; \$25,000 requested
12. Approval for Temple Hoyne Buell Foundation Grant; Gunnison-Hinsdale Early Childhood Council; for infrastructure and systems building; 9/01/2023 - 8/31/2025; \$60,000/two years
13. Approval for Colorado Department of Public Health and Environment CDC Infrastructure Multi Year Budget and Work Plan; 5-year budget and work plan to include staff retention, education, recruitment, and data modernization; \$368,874
14. Approval for Trade Contractor Agreement; Nunatak Alternative Energy; for Sawtooth solar arrays; 9/05/2023 - 9/01/2024; Not to exceed \$242,744.05
15. Approval for Colorado Department of Transportation (CDOT) Subaward Agreement; Gunnison County Substance Abuse Prevention Program; for programs and services to reduce the number of deaths and serious injuries resulting from traffic crashes on Colorado roads; 10/01/2023 - 9/30/2024; \$123,485.78
16. Approval for Release of Development Improvements Agreement for Tomichi Gravel Pit; Tomichi Materials, LLC; for approved improvements to Tomichi Gravel Pit, 43188 Hwy 50; Effective date of signing
17. Approval for three (3) Youth Wellness Program Professional Services Agreement contract renewals: 1) Erin Wesley; Date of Signing - 8/31/2024; Not to exceed \$4,800; 2) Abby Johnson; Date of Signing - 8/31/2024; Not to exceed \$4,800; and 3) Pinnacle Insight LLC; Date of Signing - 8/31/2024; Not to exceed \$4,800
18. Professional Services Agreement; Gunnison County Sheriff's Department; Rocky Mountain Clinics LLC; for Jail-Based Behavioral Services Program services; 7/01/2023 - 6/30/2026; Not to exceed \$10,000 annually

**COUNTY MANAGER'S REPORTS:**

1. Housing Projects Update.
  - a. Whetstone. CM Birnie stated that stakeholders and entities throughout the local design network recently attended a two-day design workshop in Crested Butte. He said that engagement was high and a lot of really good input was shared during the workshop. Last night, the Town of Crested Butte signed the utility-extension agreement. Early test results have come back positive for the possibility of utilizing geothermal technology in the project.
  - b. Sawtooth. CM Birnie was appreciative of the City of Gunnison's efforts related to the water taps, which helped save a great deal of time for the project. This week, County and City teams will meet to begin the formal process for Phase II, which will result in additional housing units being available in 2024.

**TREASURER'S MONTHLY REPORT:** County Treasurer Debbie Dunbar presented the August 2023 Treasurer's report and an investment report dated August 31, 2023 for discussion and acceptance. **Moved**

by Commissioner Houck, seconded by Commissioner Puckett-Daniels to authorize the Chair's signature on the acceptance of the Treasurer's Report. Motion carried unanimously.

**VOUCHERS AND TRANSFERS APPROVAL:** Chief Financial Officer Perry Solheim presented the voucher approval report dated September 19, 2023 and the cash transfer authorization dated August 2023 for discussion and approval. **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to approve the vouchers in the amount of \$2,925,338.52. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to approve the cash transfer for \$5,030,947.12. Motion carried unanimously.

**BREAK:** The meeting recessed from 9:45 until 9:47 am.

**APPROVAL OF A BOUNDARY LINE ADJUSTMENT PLAT; LUC-23-00022; LOT 13 SILVERJACK SUBDIVISION, AND A PART OF BALSAM TRAIL, GUNNISON, COLORADO; APPLICANTS HEIDI AND WILLIAM SHIELDS:** Planning Director Hillary Seminick was present for discussion and explained that the foundation was originally placed in the wrong location. Rather than moving the house, the applicant decided to adjust the property boundary. Members of the subdivision will still be capable of using the road. The Homeowners Association accepted the adjustment and there were not concerns about utilities. **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to approve the Boundary Line Adjustment for LUC-23-00022 and authorize the Chair's signature on the plat. Motion carried unanimously.

**APPROVAL OF A LOT CLUSTER; LUC-23-00031; LIME BASIN 5 LODGE MINING CLAIM AND LIME BASIN 6 LODGE MINING CLAIM, QUARTZ CREEK PROPERTIES, GUNNISON COUNTY; APPLICANTS MELODY AND GARY DANHOF:** Planner I Rachael Blondy present for discussion and relayed that the applicants want to combine these lots so that there will be no further development around them. **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to approve the lot cluster for LUC-23-00031 and authorize the full Board's signature on the document. Motion carried unanimously.

**CORRESPONDENCE; COMMENT LETTER TO THE U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT; REGARDING PROPOSED FLUID MINERAL LEASES AND LEASING PROCESS RULE (1004-AE80):** The draft letter included in the meeting portfolio was discussed, and modifications were agreed upon. Comments must be submitted by the 9/22/2023 deadline. **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to approve the comment letter to the US Department of the Interior, BLM regarding proposed fluid mineral leases and leasing process rule, also reflecting the grammatical suggestions that Laura (Commissioner Puckett-Daniels) might have for Matt (CA Hoyt). Motion carried unanimously.

**FUNDING REQUEST; MARBLE JAILHOUSE PROJECT:** Geographic Information Systems Manager Mike Pelletier, Marble Town Manager Ron Leach and Town of Marble Administrative Assistant Alie Olivia Wettstein were present for discussion.

The Town of Marble is hoping to compile the \$37,000 of necessary funding from various sources in order to complete this project. MTM Leach confirmed that a total of \$18,373 has been received thus far, making today's funding request the balance of \$18,627. CM Birnie opined that matching the Town of Marble's \$5,000 contribution may help to leverage additional funding from potential supporters and grant sources. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve \$5,000 of discretionary funds to be given to the Marble Jail Restoration and Preservation Project, with the intent of that \$5,000 from discretionary funding is that it matches the Town's contribution, it shows that the Town as a municipality and the County in which it's located both are putting money and resources towards this, and they can then hopefully use that as an opportunity to leverage more opportunity going forward for the overall project. Commissioner Houck noted that the Board will still need a better understanding of overall costs and timeframes that will be needed to get the project done. Motion carried unanimously.

**UNSCHEDULED PUBLIC COMMENT:** There wasn't anyone present for discussion.

#### COMMISSIONER ITEMS:

##### Commissioner Smith:

1. Gunnison Country Chamber. Commissioner Smith attended a recent meeting, during which the Gunnison County Food Pantry made a presentation. The Chamber is also looking at a community-coop model for Employee Assistance Programs, and the conversations will continue.
2. Western Colorado University's Welcoming Week. The series of exciting events wrapped up with a big celebration that was well attended. A documentary was made possible by the County's financial support.
3. Pre-selection Committee for the Colorado Counties, Inc. Board of Directors. She has finished this work, and CCI should now be conducting interviews with the finalists. She felt that the pre-selection process was successful.

4. Club 20 Fall Conference. Commissioner Smith attended this conference. Club 20 has decided not to support Proposition HH.
5. Gunnison Valley Rural Transportation Authority (RTA).
  - a. Ground Transportation. Commissioner Smith informed the Board that the RTA approved a measure to increase capacity for bikes and fat tire bikes on the buses, as long as room remains for children’s bikes.
  - b. Air Transportation. The RTA expects it will need to put more money out this year since operating costs are rising. JSX has decided not to offer the Austin flight at this point in time, due to contract renegotiations. There may be some opportunity for flights to/from the front range.
6. US 250 / Colorado 150 Celebration. Commissioner Smith has been working with Montrose County Commissioner Sue Hansen to organize some sort of celebration around the US turning 250 years old during the same year that Colorado will be turning 150 years old. Commissioner Smith will gather more information about what this celebration might look like and require of the Board.
7. Crystal River Steering Committee Meeting. Commissioner Smith attended this meeting last night. They have established the criteria and outcome definitions that they will use to evaluate the opportunities for enhancing protections on the Crystal River. The four-hour summit is tentatively scheduled for October 26<sup>th</sup>.

**Commissioner Puckett-Daniels:**

1. Gunnison Valley Regional Housing Authority. Commissioner Puckett-Daniels informed the Board that the GVRHA has a draft budget and has contracted with a bookkeeper. Submittal of a final budget and draft Intergovernmental Agreement to the partners will be mid-to-end of October. CM Birnie stated that the budget timeline will need to be discussed with GVRHA Executive Director Andy Kadlec since the County is well within its 2024 budget process.
2. Sawtooth Housing Project. Looking at a potential Limited Special Partnership (LSP) with the Palisades Apartment.
3. Gunnison Valley Rural Transportation Authority (RTA). Commissioner Puckett-Daniels stated that the RTA has finalized an RFP for strategic planning. Two new diesel-powered buses are on order as electric buses don’t fit our climate yet. CNG technology is being phased out in the style of coach bus utilized locally.
4. Colorado Parks and Wildlife State Trails Committee. Last Friday, Commissioner Puckett-Daniels and Andrew Sandstrom gave a presentation at this Committee meeting about the Sustainable Tourism and Outdoor Recreation (STOR) Committee and STOR as a regional partnership model.

**Commissioner Houck:**

1. Mayors & Managers Meeting. Commissioner Houck attended this meeting, which was hosted by the RE1J School District.
2. Nature Conservancy Board Retreat in Mt. Crested Butte. Commissioner Houck attended the dinner 9/10. The Nature Conservancy has partnered with Gunnison County on many projects and has made some significant investments in our valley. Former Colorado Governor Bill Ritter, also in attendance, serves on the Conservancy’s Board, and Commissioner Houck was able to discuss renewable energy issues with him during that dinner.
3. Crested Butte to Crested Butte South Trail Open House. Commissioner Houck stated that he attended this event and received good feedback and insight from the community.
4. Gunnison Sage-grouse Resource Management Plan Amendment (RMPA) Meeting. Commissioner Houck stated that he attended this meeting last week with representatives from all cooperating agencies. He and Wildlife Consultant Jim Cochran will soon be meeting with representatives from the Bureau of Land Management, Colorado Parks and Wildlife and US Fish and Wildlife Service to make sure that Gunnison County’s concerns are being met.

**Commissioner Smith (continued):**

8. Southwest Colorado Opioid Regional Council (SWCORC). Commissioner Smith informed the Board that SWCORC ratified the agreement with United Way and Mesa County. Also now have up to \$949,000 in regional allocation.

**ADJOURN:** Commissioner Houck adjourned the meeting at 11:21 am.

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

\_\_\_\_\_  
Liz Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Minutes Prepared By:

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

Attest:

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

DRAFT

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

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**Agenda Item:** Draft BOCC Minutes; 1-2-2024

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The draft January 2, 2024 BOCC meeting minutes are attached for consideration.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/11/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/16/2024

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
January 2, 2024**

The January 2, 2024 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson  
Liz Smith, Vice-Chairperson (REMOTE)  
Laura Puckett Daniels, Commissioner  
Matthew Hoyt, County Attorney

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

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 8:30 am.

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

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC) BOARD REORGANIZATION AND COMMISSIONER APPOINTMENTS:** **Moved** by Commissioner Houck, seconded by Commissioner Puckett-Daniels to designate myself (Jonathan Houck) as Chair and Liz Smith as Vice-Chair for the year 2024, Liz and Laura to the RTA as voting members for the BOCC, Jonathan to Region 10, Liz to Early Childhood Council and Club 20 has a separate process, Sick Bank Leave is Laura, Chamber of Commerce Ex-officio is Liz with me backing Liz up as necessary, and then the Rural Welcoming Initiative Committee is Liz, and Southwest Colorado Opioid Regional Council is Liz as well. Motion carried unanimously.

1. Designate BOCC Chairperson and Vice Chairperson for 2024
2. Gunnison Valley Rural Transportation Authority Board (two voting members, one-year terms)
3. Region 10 Board (one voting member, one-year term)
4. Early Childhood Council (one voting member, one-year term)
5. Club 20 (one voting member, one-year term)
6. Gunnison County Sick Leave Bank Board (one voting member, one-year term)
7. Gunnison Chamber of Commerce (one ex-officio member, one-year term)
8. Rural Welcoming Initiative Committee (one non-voting advisory member, one-year term)
9. Southwest Colorado Opioid Regional Council (one voting member, two-year term)

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated.

1. 2024 Board of County Commissioners Meeting Agenda Posting Locations. **Moved** by Commissioner Houck, seconded by Commissioner Puckett-Daniels to designate the official posting site for Gunnison County notices is the County website at [gunnisoncounty.org](http://gunnisoncounty.org). Motion carried unanimously.

**CONSENT AGENDA:** **Moved** by Commissioner Daniels to approve the consent agenda. Commissioner Smith seconded. Motion carried unanimously.

1. 2024 Emergency Management Performance Grant (EMPG), Local Emergency Management Support (LEMS) Application; Colorado Division of Homeland Security & Emergency Management; \$263,140.60
2. Acknowledgement of County Manager Signature; Contractor Agreement; Bethany Montlary; Janitorial Services in Gunnison County Blackstock Building; 7/1/2023 thru 6/30/2025; \$49,085 Annually
3. Temple Hoyne Buell Foundation Grant Acceptance Letter; Grant #7719; \$15,000
4. Temple Hoyne Buell Foundation Grant Acceptance Letter; Grant #7753; \$64,000
5. Resolution Rescinding the Continuation of the Lowline Fire Local Disaster Emergency in Gunnison County
6. Contractor Agreement; SG Interests I, Ltd.; Snow Plowing on County Road 265; 1/1/2024 thru 7/1/2024; \$5,000
7. Memorandum of Understanding by and between Gunnison County and National Forest Foundation for Gunnison County Stewardship Coordinator Position Affiliated with the Great Outdoors Colorado Stewardship Impact Grant Program of Work; Shared Stewardship Coordinator Position; \$120,000
8. Colorado Retirement Association Retirement Plan and Trust Agreement Participation Agreement; Gunnison County Participating Employer 401(a) Plan Discretionary Employer Matching Contributions Policy
9. Memorandum of Understanding; State of Colorado Department of Early Childhood; Child Care Assistance Program; 1/1/2023 thru 6/30/2025
10. Memorandum of Understanding; State of Colorado Department of Human Services; Colorado Works Program; 7/1/2022 thru 6/30/2025

**GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS:**

1. Gunnison Valley Health Board of Trustees; Fill Two Vacancies for Five-Year Terms
  - Applicants: Donald Haver and Marla Covey. **Moved** by Commissioner Daniels, seconded by Commissioner Smith to reappoint both Donald Haver and Marla Covey to the Gunnison Valley Health Board of Trustees. Motion carried unanimously.
2. Colorado River Water Conservation District Board; Fill One Vacancy for a Three-Year Term

- Applicants: Sonja Chavez and Brooke Zanetell. **Moved** by Commissioner Daniels, seconded by Commissioner Smith to designate Sonja Chavez to the Colorado River Water Conservation District Board representing Gunnison County for a three-year term. Motion carried unanimously.

**BOUNDARY LINE ADJUSTMENT; ALMONT FIRE HOUSE LLC, ADOBE HOUSE LLC, BIGHORN LLC; LUC-23-00051:** Planner I Sean Pope was present for discussion, and he explained that the applicants went through another boundary line adjustment in 2023. The current request is due to the sale of Parcels 1A and 2A, with the current owner keeping Parcel 3A and no changes to Parcel 1. Planner I Pope physically pointed out the boundary changes on the plat that was included in the meeting packet. **Moved** by Commissioner Puckett-Daniels, seconded by Commissioner Smith to approve the Boundary Line Adjustment LUC-23-00051 for Almont Fire House, LLC, Adobe House, LLC and Bighorn, LLC, and to authorize the Chair’s signature on the plat. Motion carried unanimously.

**THOMPSON DIVIDE WITHDRAWAL; GUNNISON COUNTY’S COMMENTS ON THE DECEMBER 2023 DRAFT ENVIRONMENTAL ASSESSMENT AND NOTICE OF NO SIGNIFICANT IMPACT:** CA Hoyt noted that Gunnison County is a designated cooperating agency, and that the comment deadline is January 8<sup>th</sup>. Gunnison County is generally supportive of the alternatives selected and agrees with the finding of no significant impact, though the Board feels that additional socio-economic analysis is warranted. The draft letter was discussed. **Moved** by Commissioner Puckett-Daniels, seconded by Commissioner Smith to approve the Thompson Divide comment letter from Gunnison County and authorize the signature of the Chair. Motion carried unanimously.

**PRESENTATION BY COUNTY ATTORNEY MATT HOYT REGARDING COLORADO OPEN MEETING LAWS, EX PARTE COMMUNICATIONS IN QUASI-JUDICIAL PROCEEDINGS, CONFLICTS OF INTEREST, AND ETHICS:** CA Hoyt read through the presentation materials that were provided in the meeting portfolio, and he noted that his office is available to answer questions at any time.

**UNSCHEDULED PUBLIC COMMENT:** No one was present for discussion.

**COMMISSIONER ITEMS:**

**Commissioner Puckett-Daniels:**

1. Gunnison Valley Regional Housing Authority Executive Director Position. Commissioner Puckett-Daniels stated that the job posting and marketing should be released this week. The hiring committee hopes to interview in early March. There has been no placement of an interim director yet, but that is still being considered.

**Commissioner Smith:**

1. CSU Extension Western Region Director Position. Commissioner Smith reminded the Board that Eric McPhail has been promoted, which created this vacancy. She is on the hiring committee, and interviews will take place later this week. She feels that the application pool is very good.

**Commissioner Houck:**

1. Gunnison Sage-grouse Resource Management Plan Amendment (RMPA). Commissioner Houck stated that he and Wildlife Consultant Jim Cochran will meet again later this week to discuss. He also reminded everyone that the Board delegated authority to him to comment on the RMPA.
2. Gunnison-Crested Butte Regional Airport. Commissioner Houck expressed his thanks for the airport staff for the work they do, especially during busy holiday travel schedules.

**ADJOURN:** Commissioner Houck adjourned the meeting at 9:31 am.

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

\_\_\_\_\_  
Liz Smith, Vice-Chairperson

\_\_\_\_\_  
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, STATE OF COLORADO  
RESOLUTION NO. 2024-1**

**A RESOLUTION RESCINDING THE CONTINUATION OF THE LOWLINE FIRE LOCAL DISASTER  
EMERGENCY IN GUNNISON COUNTY**

WHEREAS, at approximately 8 a.m. local time on July 26, 2023, a wildland fire, designated as the Lowline Fire, was reported on the north aspect of a ridge between Squirrel and Mill Creeks in Gunnison County;

WHEREAS, the Lowline Fire burned north northwest of the City of Gunnison, Colorado, and southwest of Town of Crested Butte, Colorado on United States Forest Service and private lands;

WHEREAS, multiple structures were threatened, and areas of Gunnison County were under mandatory evacuation orders or pre-evacuation notices;

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1) "A local disaster may be declared only by the principal executive officer of a political subdivision. It shall not be continued or renewed in excess seven days except by or with the consent of the governing board of the political subdivision";

WHEREAS, "The effect of a declaration of local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster and emergency plans and to authorize the furnishing of aid and assistance under such plans." C.R.S. § 24-33.5-709(2); and

WHEREAS, the Board of County Commissioners, Gunnison County, Colorado, pursuant to the foregoing authorities and other applicable law, promulgated Resolution No. 2022-32, setting forth procedures and protocols for addressing local disaster emergencies and related County actions, funding and functions; and

WHEREAS, on July 27, 2023, pursuant to the authority provided by law and delegated by the Board of County Commissioners, the Gunnison County Manager declared a local disaster, and his declaration has been properly executed and recorded with the Gunnison County Clerk and Recorder; and

WHEREAS, on August 1, 2023, the Board of County Commissioners confirmed the continued existence of such emergency and continued the local disaster emergency declaration via Resolution 2023-17; and

WHEREAS, as of November 1, 2023, all evacuation, pre-evacuation, and road closures due to the Lowline Fire were rescinded; and

WHEREAS, as of December 13, 2023, the Lowline Fire was determined to be 100% contained due to continued precipitation in the fire are, diminishing all active fire behavior; and

WHEREAS, firefighters have finished strengthening and securing all containment lines around the Lowline Fire and all resources and equipment have been released from the incident;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado THAT:

1. It is hereby declared that there is no longer a disaster emergency due to the Lowline Fire;
2. Resolution 2023-17; which continued the disaster emergency declaration for the Lowline Fire, is hereby rescinded.
3. This Resolution shall be promptly recorded with the Gunnison County Clerk and Recorder and filed with the Gunnison County Office of Emergency Management.

Introduced by Commissioner Puckett-Daniels, seconded by Commissioner Smith and adopted this 2<sup>nd</sup> day of January, 2024.

GUNNISON COUNTY BOARD  
OF COUNTY COMMISSIONERS

Houck – yes; Puckett-Daniels – yes; Smith – yes.

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

---

**Agenda Item:** Draft BOCC Meeting Minutes; 1-9-2024

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The draft January 9, 2024 BOCC meeting minutes are attached for consideration.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/11/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/16/2024

---

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
January 9, 2024**

The January 9, 2024 meeting was held in the Board of County Commissioners’ meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson  
Liz Smith, Vice-Chairperson  
Laura Puckett-Daniels, Commissioner  
Matthew Hoyt, County Attorney

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

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 8:30 am. Chief Financial Officer Perry Solheim was present for discussion.

**RESOLUTION SETTING THE MILL LEVY FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024:** CFO Solheim noted that tomorrow is the deadline for other entities to send their mill levy information to the County, and that the County will certify the mill levies next Tuesday. He also noted that the change in assessment rate only resulted in about \$25,000 overall. **Moved** by Commissioner Puckett-Daniels, seconded by Commissioner Smith to approve Resolution #2024-2, a Resolution Setting the Mill Levy for the County of Gunnison, Colorado, for the Fiscal Year beginning January 1, 2024 and ending December 31, 2024. seconded by Commissioner Smith. Motion carried unanimously.

**RESOLUTION SETTING THE TEMPORARY TAX CREDIT MILL LEVY FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024:** **Moved** by Commissioner Smith, seconded by Commissioner Puckett-Daniels to approve Resolution #2024-3, a Resolution Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado, for the Fiscal Year beginning January 1, 2024 and ending December 31, 2024. Motion carried unanimously.

**ADJOURN:** Commissioner Houck adjourned the meeting at 8:36 am.

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

\_\_\_\_\_  
Liz Smith, Vice-Chairperson

\_\_\_\_\_  
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

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

Attest:

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

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 2024-2**

A RESOLUTION SETTING THE MILL LEVY FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has adopted a budget for the fiscal year beginning January 1, 2024, and ending December 31, 2024, in accordance with the statutes of the State of Colorado, which budget includes revenues from ad valorem taxes; and

WHEREAS, the Constitution and laws of the State of Colorado, including C.R.S. § 39-1-111(1)(a), governs the setting of mill levies; and

WHEREAS, the Board of County Commissioners has also appropriated the necessary revenues for the said 2024 fiscal year as authorized by law in accordance with the statutes of the State of Colorado; and

WHEREAS, C.R.S. § 39-1-111 (b)(I) states that “[f]or the property tax year commencing on January 1, 2023, the deadline set forth in subsection (1)(a) of this section is postponed from December 22, 2023, to January 17, 2024.”; and

WHEREAS, the Gunnison County Assessor has certified the 2023 total net assessed valuation of \$1,154,515,520;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following mill levies are hereby established and levied upon the total valuation for assessment of all taxable property within Gunnison County for the fiscal year 2023:

	General Operating	Tax Abatement	Total
General Fund	10.954	.024	10.978
Hospital Fund (GHCC)	0.908	.000	0.908
Human Services Fund	<u>0.379</u>	<u>.000</u>	<u>0.379</u>
	12.242	.024	12.265
 Total Mill Levy			 <u>12.265</u>

INTRODUCED by Commissioner Puckett-Daniels, seconded by Commissioner Smith, and adopted this 9th day of January, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

Houck – yes; Puckett-Daniels – yes; Smith – yes.

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 2024-3**

A RESOLUTION SETTING THE TEMPORARY TAX CREDIT MILL LEVY FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has adopted a budget for the fiscal year beginning January 1, 2024, and ending December 31, 2024, in accordance with the statutes of the State of Colorado, which budget includes revenues from ad valorem taxes; and

WHEREAS, the Constitution and laws of the State of Colorado, including C.R.S. § 39-1-111(1)(a), governs the setting of mill levies; and

WHEREAS, the Board has determined that the permanent mill levy of 17.075 mills will raise excess revenues; and

WHEREAS, the revenue limit created by the Constitution and the laws of the State of Colorado will be reached by a mill levy of 12.242, plus a refund/abatement mill levy of 0.024 for a total mill levy of 12.265; and

WHEREAS, C.R.S. § 39-1-111 (1)(b)(I) states that “[f]or the property tax year commencing on January 1, 2023, the deadline set forth in subsection (1)(a) of this section is postponed from December 22, 2023, to January 17, 2024.”;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that this Board refund the excess revenue raised through a temporary tax credit of 4.833 mills to be applied to each tax schedule issued by the County Assessor and Treasurer.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett-Daniels, and adopted this 9th day of January, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

Houck – yes; Puckett-Daniels – yes; Smith – yes.

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 1/12/2024 thru 2/29/2024

## Board of County Commissioners

1. [BOCC Regular Meeting](#)  
January 16, 2024, 8:30 AM @ BOCC Boardroom
2. [BOCC Work Session](#)  
January 23, 2024, All Day @ BOCC Boardroom
3. [Mayors & Managers Meeting - Hosted by City of Gunnison](#)  
February 1, 2024, 12:00 PM - 1:30 PM
4. [BOCC Regular Meeting](#)  
February 6, 2024, All Day @ BOCC Boardroom
5. [BOCC Work Session](#)  
February 13, 2024, All Day @ BOCC Boardroom
6. [BOCC Regular Meeting](#)  
February 20, 2024, All Day @ BOCC Boardroom
7. [BOCC Work Session](#)  
February 27, 2024, All Day @ BOCC Boardroom

## Gunnison County Organization

1. [Holiday - Martin Luther King, Jr.'s Birthday - Offices Closed](#)  
January 15, 2024, All Day
2. [Holiday - Washington's Birthday - Offices Closed](#)  
February 19, 2024, All Day

## Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)  
February 20, 2024, All Day @ BOCC Board Room

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

---

**Agenda Item:** Resolution Amending the Sewer Rules and Regulation

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

A revision of the Sewer Rules and regulations where the term "District" was replaced throughout with the term "Utility". One reference to the C.R.S. was incorrect in Section 5.2. the substance and intent remains the same.

**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 1/10/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/10/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/11/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/16/2024

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

**RESOLUTION NO. 2024-\_\_\_\_\_**

**A RESOLUTION AMENDING THE SEWER RULES AND REGULATIONS OF THE  
GUNNISON COUNTY WATER AND SEWER UTILITY**

WHEREAS, on March 21, 1977, by Resolution number 1977-9, the Board of Commissioners of Gunnison County (“Board”) established the Gunnison County Sewer District (“Utility”), and naming the Board as the governing body of the Utility; and

WHEREAS, the Utility was formed under Colorado Revised Statutes section 30-20-401, *et seq.*, which authorizes counties to build and operate sewer and water facilities; and

WHEREAS, on June 4, 1991, by Resolution number 1991-20, the Board renamed the Utility the Gunnison County Water and Sewer District; and

WHEREAS, the Colorado Department of Local Affairs recommended that the Utility be referred to as a utility to avoid being confused for a special district; and

WHEREAS, on October 3, 2023, the Board adopted the Sewer Rules and Regulations Gunnison County Water and Sewer District by Resolution 2023-20; and

WHEREAS, the Utility seeks to amend the Rules and Regulation to change the references in it from “District” to “Utility” and to make minor corrections for scrivener’s errors, but to remain faithful to the foregoing resolutions creating the entity; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that the Board adopts the Rules and Regulations for the Gunnison County Water and Sewer Utility effective the date of adoption of this Resolution and attached hereto as “Exhibit A.”

INTRODUCED by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted this 16<sup>th</sup> day of January, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

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

By \_\_\_\_\_  
Elizabeth Smith, Vice Chairperson

By \_\_\_\_\_  
Laura Puckett Daniels, Commissioner

ATTEST [seal]:

\_\_\_\_\_  
Deputy County Clerk

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



Adopted October 2023  
Amended January 2024

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## **SECTION 1. GENERAL**

### **1.1 The Utility**

The Gunnison County Water and Sewer District, referred to herein as “Utility” 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 Utility’s jurisdictional boundaries. The Utility 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 Utility, 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 Utility. The Deputy County Manager for Public Works shall serve as the ex officio Utility Manager.

### **1.3 Utility Agents and Representatives**

The Utility Manager and any other employee or agent of the Utility designated by the Utility Manager or the Board shall have the full authority to act for and on behalf of the Utility in any manner affecting the administration or enforcement of these Rules and Regulations. The Utility Manager may appoint a Sanitation Supervisor and other employees of the Utility 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 Utility. It should be noted, however, that not every conceivable aspect of the control, management and operation of the Utility 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 Utility and a party. Where silent, the Utility 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 Utility by any governmental entity or by any agreement between the Utility 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 Utility. The Board's decision to grant or to deny the variance shall be final and conclusive.

### **1.11 Utility Not Liable**

No claim for damage shall be made against the Utility, and the Utility 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 Utility; the making of connections or extensions; burst service line pipes or other facilities not owned by the Utility; blockage in the system causing the backup of effluent; damage caused by "smoking" of lines to determine drainage connections to Utility lines; pressure cleaning and televising of sewer lines; breakage of main lines by Utility 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 Utility's control; failure of any facilities to be located where the Utility'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 Utility deemed necessary by the Board or its agents. This paragraph shall not relieve the Utility from liability for negligence of its employees, if such liability would otherwise have existed; however, the foregoing shall not constitute a waiver by the Utility of the defense of sovereign immunity or the Colorado Governmental Immunity Act, or any other defenses it may have to an action against the Utility, its officials or employees, nor a waiver of its insurance coverage.

These Rules and Regulations shall not be construed to hold the Utility 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 Utility to so proceed.

### **1.12 Officials Not Liable**

Any Utility official or employee, charged with the enforcement of these Rules and Regulations, acting in good faith and without malice on behalf of the Utility 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 Utility until final termination of the proceedings. This section shall be construed in such a manner as to be consistent with the Utility's resolution indemnifying such officials and employees.

### **1.13 Not Liable for Work of Others**

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

### **1.14 Indemnity**

The user, contractor, and/or developer, as applicable, shall indemnify the Utility 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 Utility.
- 2.1.5 **APPROVAL AUTHORITY.** The Utility 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 Utility 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 Utility, 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 Utility 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 Utility to perform work on and to furnish materials to Utility facilities.
- 2.1.18 CONTROL AUTHORITY. The Utility 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 Utility 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 Utility.
- 2.1.22 DIRECT DISCHARGE. The discharge of treated or untreated wastewater directly to the waters of the State of Colorado.
- 2.1.23 UTILITY. The Gunnison County Water and Sewer Utility, the Board of Directors of the Gunnison County Water and Sewer Utility, the Utility Manager or a person designated by the Board of Directors or the Utility Manager to act on behalf of and for the Utility.
- 2.1.24 UTILITY 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 Utility 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 Utility, 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 Utility, subject to the 2-year warranty period.
- 2.1.44 **INSPECTOR.** The Utility'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 Utility 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 Utility 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 Utility 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 Utility and properties served by the Utility.
- 2.1.78 SERVICE CONNECTION PERMIT. Written authorization from the Utility 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 Utility 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 Utility 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 Utility 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 Utility 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 Utility. The Utility 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 Utility. No other persons, except those authorized by the Utility, 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 Utility for service, convey title to these sewers and appurtenances to the Utility through a bill of sale, except for service lines, and any necessary easements shall be conveyed to the Utility, free and clear of all liens and encumbrances.

In the event a special Utility is formed by an applicant inside or outside of this Utility 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 Utility, and that in the interim period between acceptance for use and transfer to the Utility, the Utility 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 Utility 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 Utility. Gravity sewer lines owned by the Utility are typically 8" in diameter or larger. Force mains owned by the Utility serve multiple users. It is the Utility'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 Utility Obligation**

The Utility was organized to provide sanitary sewer service to residents, businesses and other facilities within the Utility's service area. All property to which sewer service is provided by the Utility shall be part of or included within the Utility., except as provided in Section 5.16 of these Rules and Regulations. Inclusion into the Utility 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 Utility to:

- 1) Consider for inclusion into the Utility all petitioning properties
  - 3.2.1 Build and maintain facilities to adequately supply service to all residential and non-residential users in the Utility 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 Utility.

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

### **3.3 Utility Responsibility**

The Utility is responsible for the collection of sewage from legally connected users within the Utility and for maintenance, repair and replacement of all facilities finally accepted by the Utility 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 Utility shall not be liable or responsible for an interruption of service brought about by circumstances beyond the Utility's control.

### **3.4 Right of Entry for Inspections**

Any duly authorized employee, representative and/or agent of the Utility, bearing proper credentials and identification, shall be permitted to enter upon all property within the Utility 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 Utility. 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 Utility 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 Utility 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 Utility 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 Utility furnishes sanitary sewer service to property, the Utility 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 Utility'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 Utility's facilities to collect this sewage. The Board, in its discretion, may impose an additional surcharge to compensate the Utility 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 Utility that lie within 400' of a Utility sewer main, but do not have an installed tap to the Utility system. A property may or may not have a Utility 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 Utility extends a sewer to serve a particular area, the users that connect to such extension shall pay a line extension charge to reimburse the Utility 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 Utility, 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 Utility to review plans in connection therewith. The user shall be responsible for costs of the Utility 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 Utility-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 Utility, which the Utility may do in its sole discretion. If the Utility 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 Utility 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 Utility for reimbursement of any and all costs and expenses incurred by the Utility 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 Utility. 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 Utility must file, within 10 days of receiving notice of such charge, a written request with the Utility for reconsideration of the charge. The Utility shall provide a written response within 30 days of receiving such request.

### **SECTION 5. CONNECTION TO THE UTILITY**

#### **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 Utility 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 Utility'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 Utility 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 Utility 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 § 30-20-416(1)(a), C.R.S.

If such connection is not commenced within such period and completed with reasonable diligence, the Utility may thereupon make such connection, and the property owner shall be liable for all expenses incurred by the Utility for the completion of the connection, including any unpaid connection rates, tolls and charges. The Utility 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 Utility, and the owner is unable to obtain the easement(s) required for such service line, the Utility may, in its discretion, initiate proceedings to acquire such

easement(s). All costs incurred by the Utility 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 Utility 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 Utility 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 Utility.

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 Utility 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 Utility 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 Utility authorization, no user shall discharge or allow to be discharged any wastewater except by a direct service connection to a Utility sewer main.

### **5.4 New Tap Connections**

Any applicant for sewer service from the Utility 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 Utility to provide service and to connect the applicant to the Utility's existing sewer system, unless otherwise provided by the Utility.

### **5.5 Sewer Improvements**

Applicants within the area to be served by and, if necessary, included within the Utility 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 Utility. 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 Utility 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 Utility may be connected when they are found, upon examination and/or testing by the Utility 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 Utility 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 Utility 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 Utility 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 Utility 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 Utility.

## **5.13 Acceptance of Sewer Improvements by the Utility**

When the sewer improvements within the area to be served and, if necessary, included within the Utility have been completed and approved by the Utility, all such facilities (excluding service lines) and any easements shall be conveyed to the Utility as described in Section 5. After initial acceptance of such facilities, the Utility shall operate and maintain the facilities at the expense of the Utility, subject to the 2-year warranty period described in Section 5; however, the Utility 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 Utility has accepted the improvements.

#### **5.14 Utility 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 Utility. 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 Utility 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 Utility 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 Utility reviews the plans and specifications for any privately-owned facilities, the Utility does so for the limited purpose of assuring compatibility with the sewer system. By conducting such a review, the Utility 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 Utility**

The Utility may provide sanitary sewer service outside the Utility's service area upon request and at the sole discretion of the Board. In every case where the Utility furnishes such service, the Utility 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 Utility, an out-of-Utility service charge, and any costs incurred by the Utility 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 Utility 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 Utility "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 Utility 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 Utility.

- 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 Utility and remit to the Utility 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 Utility 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 Utility 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 Utility 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 Utility and connect the applicant to the Utility's existing system, unless otherwise provided by the Utility.

### **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 Utility’s service area; or
- 6.2.2 If the parcel is not within the Utility’s service area, the user must make a request to the Board for a boundary change through the inclusion process or request out-of-Utility 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 Utility 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 Utility if connection to the sewer system is feasible, practical, and desirable for the Utility. All service connections shall be at the permittee’s expense, shall comply with all applicable provisions of this section and all applicable Utility standards and specifications, and shall be subject to all applicable rates, tolls and charges established by the Utility.

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 Utility 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 Utility. 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 Utility 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 Utility 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 Utility. 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 Utility**

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 Utility 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 Utility.

No sewers shall be constructed within the Utility's jurisdiction until final plans and specifications have been approved in writing by the Utility. No sewers shall be accepted by the Utility 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 Utility.

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 Utility 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 Utility 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 Utility 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 Utility personnel or other persons authorized by the Utility 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 Utility.

## **6.7 Cancellation of Permits**

The Utility 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 Utility or its residents and property owners. The factors that the Board may consider, not by way of limitation, include:

- 6.8.1 Whether sufficient Utility 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 Utility's existing sewer system, transmission, and storage facilities;
- 6.8.3 The economic effect that the approval of the application would have on the Utility, 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 Utility'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 Utility, 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 Utility 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 Utility's policy to accomplish the following tasks in the sequence indicated:

- 6.10.1 The Utility 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 Utility analyzes known and anticipated flows from the proposed trunkline's contributing basin.
- 6.10.4 The Utility determines the size and alignment of the proposed trunkline.
- 6.10.5 The developer bonds for design and construction with the Utility.
- 6.10.6 The Utility authorizes the design and construction of the line extension.
- 6.10.7 Ownership is transferred to the Utility and the Utility accepts the trunkline into its system as described in Section 5.13.

## **6.11 Reimbursement When the Utility Participates in a Trunkline Extension**

If the Board determines that it is in the best interest of the Utility to participate in the funding of a trunkline extension, the Utility 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 Utility's contribution has been refunded.

## **6.12 Oversizing Reimbursement When Required by the Utility**

Line oversizing is determined to occur whenever the Utility 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 Utility 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 Utility requires a trunkline to be oversized and/or participates in a trunkline extension that is oversized, it shall be the policy of the Utility to pay for the cost of the oversizing.

If a developer pays for the oversizing of a trunkline without Utility 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 Utility, the estimated expected amount of sewage produced does not accurately reflect the actual amount of influent produced by the user, the Utility 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 Utility-owned equipment, property, easements or rights-of-way that are the responsibility of the Utility shall provide the Utility with the following documents and comply with the following requirements:

- 6.14.1 Certificate of insurance specifying liability coverage and naming the Utility 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 Utility service area. Any deviation from these specifications must be supported by documentation submitted to and approved by the Utility. 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 Utility. 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 Utility 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 Utility

### **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 Utility 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 Utility. All lift stations under Utility control shall include a SCADA system compatible with the Utility's 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 Utility 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 Utility 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 Utility before construction, and the installation approved by the plumbing and/or building inspector.

The Utility 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 Utility can compel the cleaning of the device immediately. If the Utility 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 Utility 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 Utility review and approval.

### 7.8.3 Notice, Failure to Comply

In the event that the provisions of this Article are violated, an authorized Utility 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 Utility 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 Utility shall be completed in accordance with these Rules and Regulations, Utility-approved plans, and/or the Utility'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 Utility 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 Utility 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 Utility 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 Utility facility, or any foreign materials or obstruction in the flow of wastewater in any Utility 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 Utility 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 Utility.
- 2) To prevent the introduction of pollutants into the Utility 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 Utility 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 Utility wastewater system.

## **10.2 No Unauthorized Discharge**

Discharging or otherwise putting wastewater into the sewer system without Utility 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 Utility, 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 Utility.
- 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 Utility.

#### **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 Utility'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 Utility Right of Revision**

The Utility 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 Utility 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 Utility for review, and shall be approved by the Utility before construction of the facility.

All existing users, when directed by the Utility, 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 Utility. 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 Utility 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 Utility 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 Utility 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 Utility and any other person allowing industrial waste of unusual strength or character to be admitted to the sewer system, provided said user compensates the Utility 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 Utility service connection permit or tap.
- 2) Industrial users who are non-critical industrial users, as determined by the Utility, and have received a Utility 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 Utility. 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 Utility 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 Utility, state or federal standards or requirements. If additional pretreatment or operation and maintenance will be required to meet the Utility, 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 Utility. 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 Utility 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 Utility to evaluate the permit application. After evaluation and acceptance of the data furnished, the Utility 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 Utility, 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 Utility 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 Utility. The Utility 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 Utility 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 Utility.

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 Utility and affording Utility access thereto.
- 8) Requirements for notification of the Utility 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 Utility 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 Utility standards and requirements, shall submit to the Utility 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 Utility 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 Utility standards or requirements shall submit to the Utility during the months of June and December, unless required more frequently in the permit or by the Utility, 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 Utility may impose mass limitations on industrial users which are using flow equalization to meet applicable federal, state or Utility 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 Utility 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 Utility 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 Utility 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 Utility. 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 Utility at any time.

The Utility 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 Utility's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the Utility unless another date is specified in the wastewater discharge permit.

The Utility 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 Utility may cause such inspection to occur at any time. Occupants of premises where wastewater is created or discharged shall allow the Utility 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 Utility, 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 Utility, 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 Utility is refused admission for any purpose, the Utility may cause sewer service to the premises in question to be suspended until the Utility'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 Utility for review, and shall be approved in writing by the Utility 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 Utility 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 Utility. 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 Utility 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 Utility 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 Utility may inspect any interceptor at any time without prior notice to the user. If the Utility's inspection indicates that the interceptor requires pumping or repairs, the Utility can require the user to have these services performed immediately, or the Utility can perform or cause such services to be performed at the sole expense of the user.

The Utility will require that all users having interceptors provide evidence of all cleaning and maintenance performed to the interceptors at the time of the Utility'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 Utility standards shall be a violation of these Rules and Regulations.

### **10.21 List of Non-Complying Users**

The Utility 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 Utility 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 Utility, 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 Utility or any Federal or State agency in judicial review or enforcement proceedings involving the user furnishing the report.

Information accepted by the Utility as confidential, shall not be transmitted to any government agency by the Utility 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 Utility'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 Utility 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 Utility 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 Utility 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 Utility. The Utility sampling and analysis shall also be made as determined by the Utility. The Utility 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 Utility 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 Utility 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 Utility and the user, or if any rates, tolls or charges imposed under these Rules and Regulations become delinquent, the Utility 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 Utility Manager may be scheduled at the request of the user or the Utility 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 Utility 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 Utility Manager, the Utility Manager may order such user to show cause to the Utility 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 Utility shall file a written notice of appeal with the Utility 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 Utility 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 Utility 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 Utility 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 Utility 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 Utility 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 Utility Manager is hereby authorized to enter into a consent order that establishes an agreement between the Utility 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 Utility 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 Utility 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 Utility is also authorized, in such severance of the sewer connection, to prevent or minimize danger or property damage.

### **11.9 Injunctive Relief**

The Utility 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 Utility.

### **11.10 Denial of Permits**

The Utility 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 Utility in a sum determined by the Utility to be necessary to achieve consistent compliance.

### **11.11 Reinstatement of Suspended Service**

The Utility 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 Utility in connection with the suspension, and any and all other amounts then due to the Utility.
- 11.11.2 The person requesting reinstatement has submitted proof of elimination of the violation to the Utility Manager.
- 11.11.3 The person requesting reinstatement has submitted, and the Utility Manager has approved, a plan to prevent future violations.

If deemed necessary to prevent danger, property damage or interference with the sewer system, the Utility 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 Utility 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 Utility to violate a condition of a permit held by the Utility, and if the Utility 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 Utility.

#### **11.15 Remedies Cumulative**

The remedies available to the Utility 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 Utility of any single such remedy or combination thereof shall not preclude the Utility from utilizing any other remedy or combination thereof.

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



~~Adopted August~~ October 2023  
~~Amended September~~ January 2023-2024

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## SECTION 1. GENERAL

### 1.1 The ~~District~~Utility

The Gunnison County Water and Sewer District, referred to herein as “~~District~~Utility” 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~~Utility’s jurisdictional boundaries. The ~~District~~Utility 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~~Utility, 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~~Utility. The Deputy County Manager for Public Works shall serve as the ex officio ~~District~~Utility Manager.

### 1.3 ~~District~~Utility Agents and Representatives

The ~~District~~Utility Manager and any other employee or agent of the ~~District~~Utility designated by the ~~District~~Utility Manager or the Board shall have the full authority to act for and on behalf of the ~~District~~Utility in any manner affecting the administration or enforcement of these Rules and Regulations. The ~~District~~Utility Manager may appoint a Sanitation Supervisor and other employees of the ~~District~~Utility 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~~Utility. It should be noted, however, that not every conceivable aspect of the control, management and operation of the ~~District~~Utility 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~~Utility and a party. Where silent, the ~~District~~Utility 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 DistrietUtility by any governmental entity or by any agreement between the DistrietUtility 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 DistrietUtility. The Board's decision to grant or to deny the variance shall be final and conclusive.

### **1.11 DistrietUtility Not Liable**

No claim for damage shall be made against the DistrietUtility, and the DistrietUtility 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 DistrietUtility; the making of connections or extensions; burst service line pipes or other facilities not owned by the DistrietUtility; blockage in the system causing the backup of effluent; damage caused by "smoking" of lines to determine drainage connections to DistrietUtility lines; pressure cleaning and televising of sewer lines; breakage of main lines by DistrietUtility 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 DistrietUtility's control; failure of any facilities to be located where the DistrietUtility'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 DistrietUtility deemed necessary by the Board or its agents. This paragraph shall not relieve the DistrietUtility from liability for negligence of its employees, if such liability would otherwise have existed; however, the foregoing shall not constitute a waiver

by the DistrictUtility of the defense of sovereign immunity or the Colorado Governmental Immunity Act, or any other defenses it may have to an action against the DistrictUtility, its officials or employees, nor a waiver of its insurance coverage.

These Rules and Regulations shall not be construed to hold the DistrictUtility 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 DistrictUtility to so proceed.

#### **1.12 Officials Not Liable**

Any DistrictUtility official or employee, charged with the enforcement of these Rules and Regulations, acting in good faith and without malice on behalf of the DistrictUtility 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 DistrictUtility until final termination of the proceedings. This section shall be construed in such a manner as to be consistent with the DistrictUtility's resolution indemnifying such officials and employees.

#### **1.13 Not Liable for Work of Others**

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

#### **1.14 Indemnity**

The user, contractor, and/or developer, as applicable, shall indemnify the DistrictUtility 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 DistrictUtility.
- 2.1.5 APPROVAL AUTHORITY. The DistrictUtility 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 DistrictUtility 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 DistrictUtility, 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 DistrictUtility 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 DistrictUtility to perform work on and to furnish materials to DistrictUtility facilities.
- 2.1.18 CONTROL AUTHORITY. The DistrictUtility 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 DistrictUtility 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 DistrictUtility.
- 2.1.22 DIRECT DISCHARGE. The discharge of treated or untreated wastewater directly to the waters of the State of Colorado.
- 2.1.23 DISTRICTUTILITY. The Gunnison County Water and Sewer DistrictUtility, the Board of Directors of the Gunnison County Water and Sewer DistrictUtility, the DistrictUtility Manager or a person designated by the Board of Directors or the DistrictUtility Manager to act on behalf of and for the DistrictUtility.
- 2.1.24 DISTRICTUTILITY 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 DistrictUtility 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~~Utility, 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 DistrictUtility, subject to the 2-year warranty period.
- 2.1.44 INSPECTOR. The DistrictUtility'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 DistrictUtility 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 DistrictUtility 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~~Utility 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 DistrictUtility and properties served by the DistrictUtility.
- 2.1.78 SERVICE CONNECTION PERMIT. Written authorization from the DistrictUtility 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 DistrictUtility 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 DistrictUtility 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~~Utility 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

## SECTION 3. OBLIGATIONS AND RESPONSIBILITIES

### 3.1 DistrietUtility 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 DistrietUtility. The DistrietUtility 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 DistrietUtility. No other persons, except those authorized by the DistrietUtility, 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 DistrietUtility for service, convey title to these sewers and appurtenances to the DistrietUtility through a bill of sale, except for service lines, and any necessary easements shall be conveyed to the DistrietUtility, free and clear of all liens and encumbrances.

In the event a special distrietUtility is formed by an applicant inside or outside of this DistrietUtility 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 distrietUtility, and that in the interim period between acceptance for use and transfer to the DistrietUtility, the DistrietUtility 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 DistrietUtility 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 DistrietUtility. Gravity sewer lines owned by the DistrietUtility are typically 8” in diameter or larger. Force mains owned by the DistrietUtility serve multiple users. It is the DistrietUtility'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 DistrietUtility Obligation

The DistrietUtility was organized to provide sanitary sewer service to residents, businesses and other facilities within the DistrietUtility's service area. All property to which sewer service is provided by the DistrietUtility shall be part of or included within the DistrietUtility., except as

provided in Section 5.16 of these Rules and Regulations. Inclusion into the DistrictUtility 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 DistrictUtility to:

- 1) Consider for inclusion into the DistrictUtility all petitioning properties
  - 3.2.1 Build and maintain facilities to adequately supply service to all residential and non-residential users in the DistrictUtility 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 DistrictUtility.

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

### **3.3 DistrictUtility Responsibility**

The DistrictUtility is responsible for the collection of sewage from legally connected users within the DistrictUtility and for maintenance, repair and replacement of all facilities finally accepted by the DistrictUtility 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 DistrictUtility shall not be liable or responsible for an interruption of service brought about by circumstances beyond the DistrictUtility's control.

### **3.4 Right of Entry for Inspections**

Any duly authorized employee, representative and/or agent of the DistrictUtility, bearing proper credentials and identification, shall be permitted to enter upon all property within the DistrictUtility 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 DistrictUtility. 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~~Utility 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~~Utility 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~~Utility 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~~Utility furnishes sanitary sewer service to property, the ~~District~~Utility 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~~Utility'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 DistrictUtility's facilities to collect this sewage. The Board, in its discretion, may impose an additional surcharge to compensate the DistrictUtility 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 DistrictUtility that lie within 400' of a DistrictUtility sewer main, but do not have an installed tap to the DistrictUtility system. A property may or may not have a districtUtility 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 DistrictUtility extends a sewer to serve a particular area, the users that connect to such extension shall pay a line extension charge to reimburse the DistrictUtility 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 DistrictUtility, 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 DistrictUtility to review plans in connection therewith. The user shall be responsible for costs of the DistrictUtility 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 DistrictUtility-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 ~~DistrictUtility~~, which the ~~DistrictUtility~~ may do in its sole discretion. If the ~~DistrictUtility~~ 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 ~~DistrictUtility~~ 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 ~~DistrictUtility~~ for reimbursement of any and all costs and expenses incurred by the ~~DistrictUtility~~ 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 DistrictUtility. 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 DistrictUtility must file, within 10 days of receiving notice of such charge, a written request with the DistrictUtility for reconsideration of the charge. The DistrictUtility shall provide a written response within 30 days of receiving such request.

### **SECTION 5. CONNECTION TO THE DISTRICTUTILITY**

#### **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 DistrictUtility 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 **DistrietUtility'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 **DistrietUtility** 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 **DistrietUtility** 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 [§ 30-20-416\(1\)\(a\), C.R.S.](#), [§ 31-15-709\(1\)\(b\), C.R.S.](#)

If such connection is not commenced within such period and completed with reasonable diligence, the **DistrietUtility** may thereupon make such connection, and the property owner shall be liable for all expenses incurred by the **DistrietUtility** for the completion of the connection, including any unpaid connection rates, tolls and charges. The **DistrietUtility** 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 **DistrietUtility**, and the owner is unable to obtain the easement(s) required for such service line, the **DistrietUtility** may, in its discretion, initiate proceedings to acquire such easement(s). All costs incurred by the **DistrietUtility** 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 **DistrietUtility** 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 **DistrietUtility** 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 **DistrietUtility**.

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 **DistrietUtility** 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 **DistrietUtility** 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 **DistrietUtility** authorization, no user shall discharge or allow to be discharged any wastewater except by a direct service connection to a **DistrietUtility** sewer main.

## 5.4 **New Tap Connections**

Any applicant for sewer service from the **DistrietUtility** 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 DistrictUtility to provide service and to connect the applicant to the DistrictUtility's existing sewer system, unless otherwise provided by the DistrictUtility.

### **5.5 Sewer Improvements**

Applicants within the area to be served by and, if necessary, included within the DistrictUtility 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 DistrictUtility. 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 DistrictUtility 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 DistrictUtility may be connected when they are found, upon examination and/or testing by the DistrictUtility 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 DistrictUtility 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 DistrictUtility 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 DistrictUtility 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 ~~DistrietUtility~~ 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 ~~DistrietUtility~~.

#### **5.13 Acceptance of Sewer Improvements by the ~~DistrietUtility~~**

When the sewer improvements within the area to be served and, if necessary, included within the ~~DistrietUtility~~ have been completed and approved by the ~~DistrietUtility~~, all such facilities (excluding service lines) and any easements shall be conveyed to the ~~DistrietUtility~~ as described in Section 5. After initial acceptance of such facilities, the ~~DistrietUtility~~ shall operate and maintain the facilities at the expense of the ~~DistrietUtility~~, subject to the 2-year warranty period described in Section 5; however, the ~~DistrietUtility~~ 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 ~~DistrietUtility~~ has accepted the improvements.

#### **5.14 ~~DistrietUtility~~ 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 ~~DistrietUtility~~. 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 ~~DistrietUtility~~ 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 ~~DistrietUtility~~ 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 ~~DistrietUtility~~ reviews the plans and specifications for any privately-owned facilities, the ~~DistrietUtility~~ does so for the limited purpose of assuring compatibility with the sewer system. By conducting such a review, the ~~DistrietUtility~~ 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 ~~DistrietUtility~~**

The DistrietUtility may provide sanitary sewer service outside the DistrietUtility's service area upon request and at the sole discretion of the Board. In every case where the DistrietUtility furnishes such service, the DistrietUtility 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 DistrietUtility, an out-of-DistrietUtility service charge, and any costs incurred by the DistrietUtility 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 DistrietUtility 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 DistrietUtility "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 DistrietUtility 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 DistrietUtility.
- 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 DistrietUtility and remit to the DistrietUtility 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 DistrietUtility 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 DistrietUtility 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 ~~DistrictUtility~~ 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 ~~DistrictUtility~~ and connect the applicant to the ~~DistrictUtility~~'s existing system, unless otherwise provided by the ~~DistrictUtility~~.

## 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 ~~DistrictUtility~~'s service area; or
- 6.2.2 If the parcel is not within the ~~DistrictUtility~~'s service area, the user must make a request to the Board for a boundary change through the inclusion process or request out-of-~~DistrictUtility~~ 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 ~~DistrictUtility~~ 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 ~~DistrictUtility~~ if connection to the sewer system is feasible, practical, and desirable for the ~~DistrictUtility~~. All service connections shall be at the permittee's expense, shall comply with all applicable provisions of this section and all applicable ~~DistrictUtility~~ standards and specifications, and shall be subject to all applicable rates, tolls and charges established by the ~~DistrictUtility~~.

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 ~~DistrictUtility~~ 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 ~~DistrictUtility~~. 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 ~~DistrictUtility~~ 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 ~~DistrictUtility~~ 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 ~~DistrictUtility~~. 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 DistrietUtility**

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 DistrietUtility 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 DistrietUtility.

No sewers shall be constructed within the DistrietUtility's jurisdiction until final plans and specifications have been approved in writing by the DistrietUtility. No sewers shall be accepted by the DistrietUtility 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 DistrietUtility.

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 DistrietUtility 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 DistrietUtility 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 DistrietUtility 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 DistrietUtility personnel or other persons authorized by the DistrietUtility 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 DistrietUtility.

### **6.7 Cancellation of Permits**

The DistrictUtility 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 DistrictUtility or its residents and property owners. The factors that the Board may consider, not by way of limitation, include:

- 6.8.1 Whether sufficient DistrictUtility 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 DistrictUtility's existing sewer system, transmission, and storage facilities;
- 6.8.3 The economic effect that the approval of the application would have on the DistrictUtility, 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 DistrictUtility'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 DistrictUtility, 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 DistrictUtility 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 DistrictUtility's policy to accomplish the following tasks in the sequence indicated:

- 6.10.1 The DistrictUtility 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 DistrictUtility analyzes known and anticipated flows from the proposed trunkline's contributing basin.
- 6.10.4 The DistrictUtility determines the size and alignment of the proposed trunkline.
- 6.10.5 The developer bonds for design and construction with the DistrictUtility.
- 6.10.6 The DistrictUtility authorizes the design and construction of the line extension.

6.10.7 Ownership is transferred to the DistrictUtility and the DistrictUtility accepts the trunkline into its system as described in Section 5.13.

#### **6.11 Reimbursement When the DistrictUtility Participates in a Trunkline Extension**

If the Board determines that it is in the best interest of the DistrictUtility to participate in the funding of a trunkline extension, the DistrictUtility 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 DistrictUtility's contribution has been refunded.

#### **6.12 Oversizing Reimbursement When Required by the DistrictUtility**

Line oversizing is determined to occur whenever the DistrictUtility 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 DistrictUtility 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 DistrictUtility requires a trunkline to be oversized and/or participates in a trunkline extension that is oversized, it shall be the policy of the DistrictUtility to pay for the cost of the oversizing.

If a developer pays for the oversizing of a trunkline without DistrictUtility 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 DistrictUtility, the estimated expected amount of sewage produced does not accurately reflect the actual amount of influent produced by the user, the DistrictUtility 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 DistrictUtility-owned equipment, property, easements or rights-of-way that are the responsibility of the DistrictUtility shall provide the DistrictUtility with the following documents and comply with the following requirements:

- 6.14.1 Certificate of insurance specifying liability coverage and naming the DistrictUtility 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~~Utility service area. Any deviation from these specifications must be supported by documentation submitted to and approved by the ~~District~~Utility. 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~~Utility. 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 [DistrictUtility](#) 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 [DistrictUtility](#)

### 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 DistrictUtility 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 DistrictUtility. All lift stations under districtUtility control shall include a SCADA system compatible with the DistrictUtility's 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 DistrictUtility 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~~Utility 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~~Utility before construction, and the installation approved by the plumbing and/or building inspector.

The ~~District~~Utility 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~~Utility can compel the cleaning of the device immediately. If the ~~District~~Utility 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~~Utility 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 DistrictUtility review and approval.

#### 7.8.3 Notice, Failure to Comply

In the event that the provisions of this Article are violated, an authorized DistrictUtility 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 DistrictUtility 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 DistrictUtility shall be completed in accordance with these Rules and Regulations, DistrictUtility-approved plans, and/or the DistrictUtility'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 DistrictUtility 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 DistrictUtility 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 DistrictUtility 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 DistrictUtility facility, or any foreign materials or obstruction in the flow of wastewater in any DistrictUtility 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 DistrictUtility 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 DistrictUtility.
- 2) To prevent the introduction of pollutants into the DistrictUtility 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 DistrictUtility 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 DistrictUtility wastewater system.

#### **10.2 No Unauthorized Discharge**

Discharging or otherwise putting wastewater into the sewer system without [DistrictUtility](#) 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 [DistrictUtility](#), 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 [DistrictUtility](#).
- 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~~Utility.

#### **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 DistrietUtility'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 DistrietUtility Right of Revision**

The DistrietUtility 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 DistrietUtility 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 DistrietUtility for review, and shall be approved by the DistrietUtility before construction of the facility.

All existing users, when directed by the DistrietUtility, 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 DistrietUtility. 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 DistrietUtility 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 DistrietUtility 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 DistrietUtility 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 DistrictUtility and any other person allowing industrial waste of unusual strength or character to be admitted to the sewer system, provided said user compensates the DistrictUtility 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 DistrictUtility service connection permit or tap.
- 2) Industrial users who are non-critical industrial users, as determined by the DistrictUtility, and have received a DistrictUtility 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 DistrictUtility. 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 DistrictUtility 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 DistrietUtility, state or federal standards or requirements. If additional pretreatment or operation and maintenance will be required to meet the DistrietUtility, 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 DistrietUtility. 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 DistrietUtility 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 DistrietUtility to evaluate the permit application. After evaluation and acceptance of the data furnished, the DistrietUtility 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 DistrietUtility, 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 DistrietUtility 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 DistrietUtility. The DistrietUtility 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 DistrietUtility 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 DistrietUtility.

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 DistrietUtility and affording DistrietUtility access thereto.
- 8) Requirements for notification of the DistrietUtility 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 DistrictUtility 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 DistrictUtility standards and requirements, shall submit to the DistrictUtility 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 DistrictUtility 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 DistrictUtility standards or requirements shall submit to the DistrictUtility during the months of June and December, unless required more frequently in the permit or by the DistrictUtility, 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~~Utility may impose mass limitations on industrial users which are using flow equalization to meet applicable federal, state or ~~District~~Utility 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~~Utility 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~~Utility 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~~Utility 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 DistrictUtility. 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 DistrictUtility at any time.

The DistrictUtility 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 DistrictUtility's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the DistrictUtility unless another date is specified in the wastewater discharge permit.

The DistrictUtility 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 DistrictUtility may cause such inspection to occur at any time. Occupants of premises where wastewater is created or discharged shall allow the DistrictUtility 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 DistrictUtility, 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 DistrictUtility, 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 DistrictUtility is refused admission for any purpose, the DistrictUtility may cause sewer service to the premises in question to be suspended until the DistrictUtility'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 DistrictUtility for review, and shall be approved in writing by the DistrictUtility 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 DistrictUtility 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 DistrictUtility. 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 DistrictUtility 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 DistrictUtility 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 DistrictUtility may inspect any interceptor at any time without prior notice to the user. If the DistrictUtility's inspection indicates that the interceptor requires pumping or repairs, the DistrictUtility can require the user to have these services performed immediately, or the DistrictUtility can perform or cause such services to be performed at the sole expense of the user.

The DistrictUtility will require that all users having interceptors provide evidence of all cleaning and maintenance performed to the interceptors at the time of the DistrictUtility'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 DistrictUtility standards shall be a violation of these Rules and Regulations.

### **10.21 List of Non-Complying Users**

The DistrictUtility 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 DistrictUtility 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 DistrictUtility, 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 DistrictUtility or any Federal or State agency in judicial review or enforcement proceedings involving the user furnishing the report.

Information accepted by the DistrictUtility as confidential, shall not be transmitted to any government agency by the DistrictUtility 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 DistrictUtility'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 DistrictUtility 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 DistrictUtility 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 DistrictUtility 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 DistrictUtility. The DistrictUtility sampling and analysis shall also be made as determined by the DistrictUtility. The DistrictUtility 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 DistrictUtility 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 DistrictUtility 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 DistrictUtility and the user, or if any rates, tolls or charges imposed under these Rules and Regulations become delinquent, the DistrictUtility 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

Edited August 2023

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 DistrictUtility Manager may be scheduled at the request of the user or the DistrictUtility 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 DistrictUtility 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 DistrictUtility Manager, the DistrictUtility Manager may order such user to show cause to the DistrictUtility 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 DistrictUtility shall file a written notice of appeal with the DistrictUtility 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 DistrictUtility 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 DistrictUtility 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 DistrictUtility 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 DistrictUtility 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 DistrictUtility 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 DistrictUtility Manager is hereby authorized to enter into a consent order that establishes an agreement between the DistrictUtility 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 DistrictUtility 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 DistrictUtility 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 DistrictUtility is also authorized, in such severance of the sewer connection, to prevent or minimize danger or property damage.

#### **11.9 Injunctive Relief**

The DistrictUtility 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 DistrictUtility.

#### **11.10 Denial of Permits**

The DistrictUtility 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 DistrictUtility in a sum determined by the DistrictUtility to be necessary to achieve consistent compliance.

#### **11.11 Reinstatement of Suspended Service**

The DistrictUtility 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 DistrictUtility in connection with the suspension, and any and all other amounts then due to the DistrictUtility.
- 11.11.2 The person requesting reinstatement has submitted proof of elimination of the violation to the DistrictUtility Manager.
- 11.11.3 The person requesting reinstatement has submitted, and the DistrictUtility Manager has approved, a plan to prevent future violations.

If deemed necessary to prevent danger, property damage or interference with the sewer system, the DistrictUtility 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~~Utility 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.

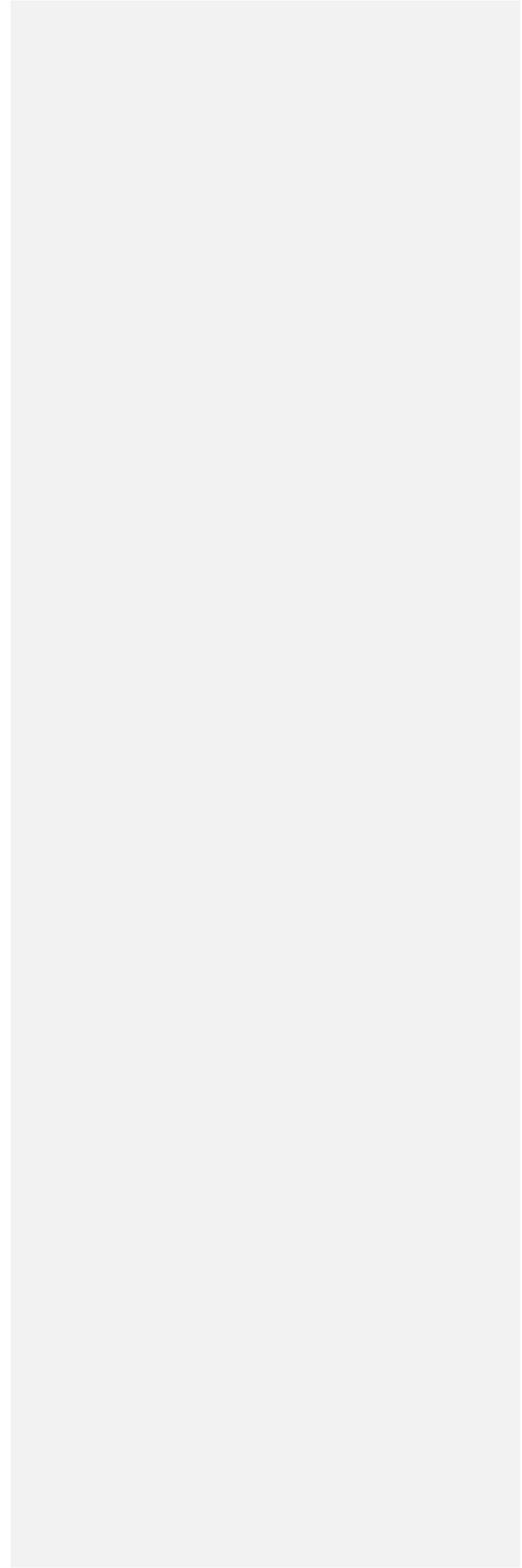
#### **11.14 Civil Fine Pass-Through**

In the event that a user discharges pollutants which cause the ~~District~~Utility to violate a condition of a permit held by the ~~District~~Utility, and if the ~~District~~Utility 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~~Utility.

#### **11.15 Remedies Cumulative**

The remedies available to the ~~District~~Utility 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~~Utility of any single such remedy or combination thereof shall not preclude the ~~District~~Utility from utilizing any other remedy or combination thereof.

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**BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY  
RESOLUTION NO. 91-20**

**A RESOLUTION ESTABLISHING THE GUNNISON COUNTY  
WATER AND SEWER DISTRICT, AND THE DOS RIOS DIVISION  
OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT**

WHEREAS, there was established by virtue of Resolution No. 9, Series 1977, the Gunnison County Sewer District, pursuant to the provisions of C.R.S. (1973) 30-20-401 *et seq.*; and

WHEREAS, there was established by virtue of Resolution No. 10, Series 1977, the Dos Rios Division of the Gunnison County Sewer District;

WHEREAS, the legal description of the Dos Rios Division of the Gunnison County Sewer District was amended by virtue of Resolution No. 2, Series 1980;

WHEREAS, the Board of County Commissioners of Gunnison County, pursuant to the provisions of C.R.S. (1973) 30-20-401 *et seq.*, has the additional authority to acquire, construct, reconstruct, lease, improve, better, extend, operate and maintain water facilities;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County:

**Section 1: Establishment of District And Dos Rios Division Of District**

The Gunnison County Sewer District established by virtue of Resolution No. 9, Series 1977 (a copy of which Resolution is attached hereto and incorporated herein as Appendix A) henceforth is and shall be the Gunnison County Water And Sewer District. The Dos Rios Division of the Gunnison County Sewer District established by virtue of Resolution No. 10, Series 1977 (a copy of which Resolution and its Exhibit A is attached hereto and incorporated herein as Appendix B) and whose legal description was amended by virtue of Resolution No. 2, Series 1980 (a copy of which Resolution and its exhibits are attached hereto and incorporated herein as Appendix C) henceforth is and shall be the Dos Rios Division of the Gunnison County Water And Sewer District.

Section 2: Boundaries Of District And Dos Rios Division

The external boundaries of the Gunnison County Water and Sewer District are and shall be the boundaries of the County of Gunnison, State of Colorado, excepting therefrom that part of Gunnison County lying within the boundaries of any incorporated city or town not previously abandoned by the Secretary of State of the State of Colorado pursuant to the provisions of C.R.S.(1973) 31-3-201, 1990 Cum. Supp. The boundaries of the Dos Rios Division of the Gunnison County Water and Sewer district are and shall be those set forth in Exhibit A to Resolution No. 10, Series 1977, as amended by Resolution No. 2, Series 1980.

Section 3: Governing Body

The governing body of such district and any division or sub-district thereof, including the Dos Rios Division, shall be the Board of County Commissioners of Gunnison County.

Section 4: Establishment Of Divisions

The Board of County Commissioners may, in their sole discretion, designate and establish additional and further divisions of the Gunnison County Water And Sewer District which divisions shall be wholly within the boundaries of said Water And Sewer District and may be established only by resolution of the Board of County Commissioners describing the boundaries of the division.

Section 5: Water And Sewer Services Within The District

The Board of County Commissioners may provide such services within the District or any division thereof or any portion of any division thereof which the Board in its sole discretion deems necessary for the protection of the health, safety and general welfare of the inhabitants thereof, and which are authorized by C.R.S. (1973) 30-20-401 *et seq.* as it may be amended, including but not limited to the acquisition, construction, reconstruction, lease, improvement, betterment, or extension of any water facilities or sewerage facilities, or both.

#### Section 6: Services Not Required

Nothing contained herein shall be construed as requiring the Board to provide sewer collection, treatment, disposition facilities or services, or water collection, treatment or distribution facilities or services, or any other facilities or services. The provision of any such facilities or services, or the nonprovision of same, shall be at the sole discretion of the Board for any reason whatsoever.

#### Section 7: Advisory Committees

The Board in its sole discretion may appoint advisory committees to assist and advise the Board in the formation and operation of water and/or sewerage facilities and operations within any division of the Gunnison County Water And Sewer District. The Board shall prescribe the powers, duties and authority of such advisory committees. The Board may provide for compensation of such committee members and may establish the rates therefor.

#### Section 8: Funding

The Board shall, by virtue of this or any subsequent resolution passed in connection herewith, have the full right and authority to acquire, improve or extend any water and/or sewerage facility as defined by law including but not limited to lands, easements and rights in land in connection therewith by gift, purchase, lease or eminent domain, or other legal authority. To pay for such facilities, the Board shall have all the rights and authorities provided by virtue of C.R.S. (1973) 30-20-402 as it may be amended.

#### Section 9: Savings Provision

To the extent that this Resolution is inconsistent or in conflict with either Resolution No. 9, Series 1977 or Resolution No. 10, Series 1977, the provisions of this Resolution shall control.

Section 10: Authority Not Limited

Nothing contained herein shall be interpreted as limiting the authority of the Board. It is the intent hereof to enable the Board of County Commissioners to exercise the full authority granted by law, whether or not recited herein.

INTRODUCED by Commissioner Petri, seconded by Commissioner Santarelli, and adopted this 4th day of June, 1991.

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

By Fred R. Lutz  
Chairman

Attest:

Juanita R. Reitzel  
Clerk

**APPENDIX A**

RESOLUTION NO. 9  
Series 1977

A RESOLUTION ESTABLISHING THE GUNNISON COUNTY SEWER DISTRICT AND PROVIDING FOR THE ESTABLISHMENT OF DIVISIONS OR SUB-DISTRICTS WITHIN THE SAME.

WHEREAS, Gunnison County is experiencing growth at an accelerated rate, particularly in the unincorporated areas of the County; and

WHEREAS, such growth has resulted in residential density in certain areas that is high enough to warrant and even require the installation of central sewage collection and treatment facilities; and

WHEREAS, the Board of County Commissioners of Gunnison County, pursuant to the provisions of C.R.S. (1973) 30-20-401 et seq., has the authority to construct and extend such facilities; and

WHEREAS, this Board has determined that the health, safety and general welfare of the citizens of Gunnison County would be served by the installation of such facilities in those parts of the County which are more densely populated, where such facilities are economically feasible.

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

SECTION 1: ESTABLISHMENT OF DISTRICT. There is hereby established the Gunnison County Sewer District, the external boundaries of which shall be the boundaries of the County of Gunnison, State of Colorado, excepting therefrom that part of Gunnison County lying within the boundaries of any incorporated city or town not previously abandoned by the Secretary of State of the State of Colorado pursuant to the provisions of C.R.S. (1973) 31-3-201, 1975 Cum. Supp.

SECTION 2: GOVERNING BODY. The governing body of such district and any division or sub-district thereof shall be the Board of County Commissioners of Gunnison County.

SECTION 3: ESTABLISHMENT OF DIVISIONS. The Board of County Commissioners may, in their sole discretion designate and establish divisions of the Gunnison County Sewer District which divisions shall be wholly within the boundaries of said Sewer District and may be established by resolution of the Board, describing the boundaries of the division.

SECTION 4: SEWER SERVICES WITHIN THE DISTRICT. The Board may provide such services within the district or any division thereof, as it deems necessary for the protection of the health, safety and general welfare of the inhabitants thereof, and which are authorized by Part 4 of Article 20 of Title 30 of the 1973 Colorado Revised Statutes including, but not limited to the construction, reconstruction, improvement, betterment and extension of any one or more of the various devices used in the collection,

RESOLUTION  
PAGE TWO

treatment or disposition of sewage or industrial wastes, including all inlets, collection drainage or disposal lines, intercepting sewers, sewage treatment and disposal plants, outfall sewers and all pumping, power and other necessary equipment or appurtenances thereto.

SECTION 5: SERVICES NOT REQUIRED. Nothing contained, herein, shall be construed as requiring the Board to provide sewer collection, disposal or treatment facilities or services. The provision or failure to provide such services or facilities, shall be at the sole discretion of the Board.

SECTION 6: ADVISORY COMMITTEES. The Board may appoint advisory committees to assist and advise the Board in the formation and operation of sewerage facilities within any division of the Gunnison County Sewer District. The Board shall prescribe the powers, duties and authority of such advisory committees. The Board may provide for compensation of such committee members and may establish the rates therefor.

SECTION 7: FUNDING. The Board shall, by virtue of this or any subsequent resolution passed in connection herewith, have the full right and authority to acquire, improve or extend any sewerage facility as defined by law, by gift, purchase, lease or eminent domain, including lands, easements and rights in land in connection therewith. To pay for such facilities, the Board shall have the right and authority to issue sewer and sewer refunding revenue bonds, as provided in C.R.S. (1973) 30-20-402.

SECTION 8: AUTHORITY NOT LIMITED. Nothing contained herein, shall be interpreted as limiting the authority of the Board. It is the intent, hereof, to enable the Board of County Commissioners to exercise the full authority granted by law, whether or not recited herein.

INTRODUCED by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_, and  
passed this \_\_\_\_\_ day of March, 1977.

THE BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk and Recorder

**APPENDIX B**

RESOLUTION NO. 10  
Series 1977

A RESOLUTION ESTABLISHING THE DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER DISTRICT.

WHEREAS, there was established, by virtue of Resolution No. 4, Series 1977, The Gunnison County Sewer District; and

WHEREAS, said resolution provides for the establishment of divisions within said district; and

WHEREAS, The Board finds that there is a need for the construction of a central sewer treatment and collection system to serve that area, more specifically described in Exhibit A, attached hereto, and by reference, incorporated herein.

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

SECTION 1. There is hereby established, the Dos Rios Division of the Gunnison County Sewer District, the boundaries of such division to be as are, fully set forth in Exhibit A, which is attached hereto and by reference herein.

SECTION 2. The Board shall have the full power and authority, granted by law, in the administration of such division, including but not limited to those rights, powers, privileges and all authority granted by virtue of C.R.S. (1973) 30-20-401 et seq.

INTRODUCED by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_, and  
passed this 2<sup>nd</sup> day of March, 1977.

THE BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk and Recorder

*Attached 15-8-84  
Resolution #10*

EXHIBIT A

Legal Description  
for  
The Dos Rios Division of  
The Gunnison County Sanitation District

A parcel of land located in Sections 2, 3, 8, 9, 10 and 11 all in Township 49 North, Range 1 West of the New Mexico Principal Meridian, County of Gunnison, State of Colorado, more particularly described as follows:  
BEGINNING at the Southeast Corner of said Section 3;  
THENCE S89°30'36"E along the North line of the NW1/4 of said Section 11 a distance of 1359.59 feet to the Northeast Corner of a parcel of land described in Book 365 at Page 34 of the Gunnison County Records;  
THENCE S0°26'24"W along the east line of said parcel a distance of 1260.04 feet more or less to the Southeast Corner of a parcel of land described in Book 365 at Page 35 of the Gunnison County Records;  
THENCE N89°33'36"W along the South line of a parcel of land described in Book 365 at Page 35 of the Gunnison County Records a distance of 336.4 feet;  
THENCE N87°17'50"W a distance of 1156.24 feet more or less to a point on the East line of a parcel of land described in Book 354 at Page 496 of the Gunnison County Records;  
THENCE S29°57'24"W along the East line of the above described parcel a distance of 3663.87 feet;  
THENCE S42°12'24"W along the East line of the above described parcel a distance of 1133.62 feet to the Southeast corner of said parcel;  
THENCE S42°12'24"W a distance of 70.0 feet more or less to the center line of Tomichi Creek;  
THENCE in a Northwesterly direction along the center line of Tomichi Creek to its confluence with the Gunnison River;  
THENCE in a Westerly direction along the center line of the Gunnison River to a point which is the intersection of said center line and the West line of the SE1/4 of said Section 8;  
THENCE in a Northerly direction along the West line of the SE1/4 of said Section 8 to a point which is the intersection of said West line and the North right-of-way line of U. S. Highway 50;  
THENCE in an Easterly direction along the North right-of-way line of U. S. Highway 50 to a point which is the Southwest Corner of a parcel of land described in Book 407 at Page 249 of the Gunnison County Records;  
THENCE N1°48'15"E along the West line of the above described parcel a distance of 509.9 feet;  
THENCE N85°14'15"E along the North line of the above described parcel a distance of 307.11 feet;  
THENCE S59°05'45"E along the South line of a parcel of land described in Book 466 at Page 178 of the Gunnison County Records a distance of 87.5 feet;  
THENCE N84°27'15"E along the South line of the above described parcel a distance of 104.2 feet;

THENCE N70°14'15"E along the South line of the above described parcel a distance of 309.2 feet;  
THENCE N33°08'45"W a distance of 54.3 feet to a point on the South line of a parcel of land described in Book 492 at Page 402 of the Gunnison County Records;  
THENCE S79°42'45"E along said South line a distance of 269.1 feet;  
THENCE S1°17'15"W a distance of 110.0 feet more or less to a point on the North right-of-way line of U. S. Highway 50;  
THENCE along the North right-of-way line of U. S. Highway 50 to a point which is the intersection of said right-of-way line and the center line of the West Branch of the Gunnison River;  
THENCE in a Northerly direction along the center line of the West Branch of the Gunnison River to a point which is the intersection of said center line and the West Boundary of Gunnison Island Acres Subdivision;  
THENCE in a Northerly direction along the West boundary of Gunnison Island Acres Subdivision to the Southwest Corner of Lot 14 of said subdivision;  
THENCE N23°17'06"W along the East right-of-way line of Valley Drive a distance of 218.4 feet;  
THENCE N0°02'06"W along said right-of-way line a distance of 50.6 feet;  
THENCE N0°18'06"W along said right-of-way line a distance of 70.7 feet;  
THENCE N29°42'24"E along said right-of-way line a distance of 256.2 feet;  
THENCE N30°15'24"E along said right-of-way line a distance of 59.0 feet more or less to a point which is the intersection of said right-of-way line and the South line extended of Lot 7 and Lot 10 of the Zugelder Subdivision Reception Number 287094 of the Gunnison County Records;  
THENCE N89°12'36"W along said South line extended a distance of 588.6 feet more or less to the Southwest Corner of said Lot 7;  
THENCE N8°53'24"E along the West line of said Lot 7 a distance of 484.1 feet;  
THENCE S51°10'36"E along the North line of said Lot 7 a distance of 106.1 feet;  
THENCE N25°09'24"E a distance of 214.0 feet;  
THENCE N11°07'36"W a distance of 92.1 feet to the Southwest Corner of Lot 4B of said Zugelder Subdivision;  
THENCE N34°57'36"W along the boundary of said Lot 4B a distance of 79.1 feet;  
THENCE N13°04'24"E along the boundary of said Lot 4B a distance of 189.1 feet;  
THENCE N24°58'24"E along the boundary of said Lot 4B a distance of 165.6 feet;  
THENCE N70°58'24"E along the boundary of Lot 4A in said Zugelder Subdivision a distance of 294.9 feet;  
THENCE N48°59'24"E along the boundary of Lot 3 in said Zugelder Subdivision a distance of 115.1 feet;  
THENCE N28°31'24"E along the boundary of said Lot 3 a distance of 196.1 feet;  
THENCE S89°05'36"E along the boundary of said Lot 3 a distance of 193.7 feet;  
THENCE S0°54'24"W along the boundary of said Lot 3 a distance of 300.00 feet;  
THENCE N89°05'36"W along the boundary of said Lot 3 a distance of 13.7 feet;  
THENCE S9°14'24"W along the East boundaries of Lot 1, Lot 2, and Lot 11 of the said Zugelder Subdivision a distance of 643.0 feet more or less;  
THENCE S22°54'24"W a distance of 215.0 feet;  
THENCE S1°05'24"W a distance of 316.15 feet;  
THENCE N89°12'36"W a distance of 35.0 feet more or less to the center line of the East Branch of the Gunnison River;

THENCE in a southerly direction along the center line of the East Branch of the Gunnison River to a point which is the intersection of said center line and the East line of the SE1/4 of said Section 3;  
THENCE S1°05'24"W along the East line of said Section 3 a distance of 680.0 feet more or less to the Southeast Corner of said Section 3 which is the POINT OF BEGINNING.

The bearings are based on a bearing of N1°05'24"E between the Southeast Corner of said Section 3 and the East 1/4 Corner of said Section 3.

**APPENDIX C**

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY  
RESOLUTION NO. 2  
SERIES 1980

A RESOLUTION ENLARGING THE BOUNDARIES OF THE DOS RIOS DIVISION  
OF THE GUNNISON COUNTY SEWER DISTRICT

WHEREAS, on the 21st day of March, 1977, there was established by virtue of Resolution No. 10, Series 1977, the Dos Rios Division of the Gunnison County Sewer District, which Resolution contained a description of the boundaries of said division, and

WHEREAS, this Board has determined that it would be in the interest of Gunnison County to enlarge said division,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that the legal description for Dos Rios Division of the Gunnison County Sewer District the same being Exhibit "A" attached to and incorporated herein by reference, in Resolution No. 10, Series 1977, be and the same hereby is amended so as to include and add to the division, the following described real property, all of which is located in T49N, R1W, of the N.M.P.M.

The NW $\frac{1}{4}$  of Section 14, the N $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 15 and that part of Section 10 lying south and east of a line commencing at the point of intersection of the centerline of Tomichi Creek and the South Boundary of Section 10, said point being approximately at the South Quarter corner of said Section 10, running thence, N42°12'24"E, the distance of 70'; thence N42°12'24"E along the East line of a parcel of land described in Book 354, Page 496 of the Gunnison County Records, a distance of 1,133.62 feet; thence, along the easterly boundary of the above described parcel, N29°57'24"E, a distance of 3,663.87 feet; thence, S87°17'50"E, to a point of intersection, with the east line of Section 10, it being the specific intent hereof, to include within said Dos Rios Division, all of the E $\frac{1}{4}$  of Section 10 T49N, R1W, N.M.P.M., in addition to the previously described property located in Sections 14 and 15 said Township and Range.

Nothing contained herein shall be interpreted as otherwise amending or in any ways diminishing or decreasing or removing from said division, it being the intent of the Board to add to and not decrease the boundaries described in the exhibit attached to Resolution No. 10, Series 1977.

INTRODUCED BY Commissioner Watters,  
seconded by Commissioner Leinsdorf, and  
passed this 15 day of January, A.D., 1980.

THE BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

George E. Means  
Edward Leinsdorf  
Kenneth Watters

ATTEST:

James M. Bestgen  
County Clerk and Recorder

RESOLUTION NO. 9  
Series 1977

A RESOLUTION ESTABLISHING THE GUNNISON COUNTY SEWER DISTRICT AND PROVIDING FOR THE ESTABLISHMENT OF DIVISIONS OR SUB-DISTRICTS WITHIN THE SAME.

WHEREAS, Gunnison County is experiencing growth at an accelerated rate, particularly in the unincorporated areas of the County; and

WHEREAS, such growth has resulted in residential density in certain areas that is high enough to warrant and even require the installation of central sewage collection and treatment facilities; and

WHEREAS, the Board of County Commissioners of Gunnison County, pursuant to the provisions of C.R.S. (1973) 30-20-401 et seq., has the authority to construct and extend such facilities; and

WHEREAS, this Board has determined that the health, safety and general welfare of the citizens of Gunnison County would be served by the installation of such facilities in those parts of the County which are more densely populated, where such facilities are economically feasible.

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

SECTION 1: ESTABLISHMENT OF DISTRICT. There is hereby established the Gunnison County Sewer District, the external boundaries of which shall be the boundaries of the County of Gunnison, State of Colorado, excepting therefrom that part of Gunnison County lying within the boundaries of any incorporated city or town not previously abandoned by the Secretary of State of the State of Colorado pursuant to the provisions of C.R.S. (1973) 31-3-201, 1975 Cum. Supp.

SECTION 2: GOVERNING BODY. The governing body of such district and any division or sub-district thereof shall be the Board of County Commissioners of Gunnison County.

SECTION 3: ESTABLISHMENT OF DIVISIONS. The Board of County Commissioners may, in their sole discretion designate and establish divisions of the Gunnison County Sewer District which divisions shall be wholly within the boundaries of said Sewer District and may be established by resolution of the Board, describing the boundaries of the division.

SECTION 4: SEWER SERVICES WITHIN THE DISTRICT. The Board may provide such services within the district or any division thereof, as it deems necessary for the protection of the health, safety and general welfare of the inhabitants thereof, and which are authorized by Part 4 of Article 20 of Title 30 of the 1973 Colorado Revised Statutes including, but not limited to the construction, reconstruction, improvement, betterment and extension of any one or more of the various devices used in the collection,

RESOLUTION  
PAGE TWO

RECEIVED  
MARCH 21 1977  
COUNTY CLERK

treatment or disposition of sewage or industrial wastes, including all inlets, collection drainage or disposal lines, intercepting sewers, sewage treatment and disposal plants, outfall sewers and all pumping, power and other necessary equipment or appurtenances thereto.

SECTION 5: SERVICES NOT REQUIRED. Nothing contained, herein, shall be construed as requiring the Board to provide sewer collection, disposal or treatment facilities or services. The provision or failure to provide such services or facilities, shall be at the sole discretion of the Board.

SECTION 6: ADVISORY COMMITTEES. The Board may appoint advisory committees to assist and advise the Board in the formation and operation of sewerage facilities within any division of the Gunnison County Sewer District. The Board shall prescribe the powers, duties and authority of such advisory committees. The Board may provide for compensation of such committee members and may establish the rates therefor.

SECTION 7: FUNDING. The Board shall, by virtue of this or any subsequent resolution passed in connection herewith, have the full right and authority to acquire, improve or extend any sewerage facility as defined by law, by gift, purchase, lease or eminent domain, including lands, easements and rights in land in connection therewith. To pay for such facilities, the Board shall have the right and authority to issue sewer and sewer refunding revenue bonds, as provided in C.R.S. (1973) 30-20-402.

SECTION 8: AUTHORITY NOT LIMITED. Nothing contained herein, shall be interpreted as limiting the authority of the Board. It is the intent, hereof, to enable the Board of County Commissioners to exercise the full authority granted by law, whether or not recited herein.

INTRODUCED by Commissioner Leinsdorf,  
seconded by Commissioner Means, and  
passed this 21st day of March, 1977.

THE BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

Renneth Watters  
George E. Means  
Richard Leinsdorf

ATTEST: GUNNISON COUNTY  
Marian A. Smith  
County Clerk and Recorder



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

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**Agenda Item:** Acknowledgement of County Manager Signature; Airpo

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The attached was signed and distributed on 1/9/2024.

**Fiscal Impact:** 80,000

**Submitted by:** Katherine Haase for Rick Lamport

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/11/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/10/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/10/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/16/2024

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# AIRPORT SERVICES AGREEMENT

**THIS AIRPORT SERVICES AGREEMENT** (“Agreement”) made effective the 1st day of January, 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and **Jackalope Services LLC dba Bethany J Montlary** whose address **P.O. Box 1412 Gunnison CO 81230** (herein “Contractor”).

## RECITALS

**WHEREAS** the Contractor desires to provide professional services regarding (“Services”) as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

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

## AGREEMENT

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

### 1. SERVICES.

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

### 2. TERM.

2.1 The term of this Agreement shall commence on **January 1<sup>st</sup> 2024** and shall terminate on **December 31, 2024**, unless sooner terminated or replaced as provided herein.

### **3. STRATEGIC RESULT.**

3.1 Execution of this Agreement will assist the County with its clean and safe facilities and grounds strategy, as outlined in the Gunnison County Strategic Plan.

### **4. COMPENSATION, BONUS AND EXPENSES.**

4.1 In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed **\$80,000 (eighty thousand dollars) per year**. Payment shall be made monthly by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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

### **5. INSURANCE.**

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

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

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

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

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

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

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

5.5 The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this

Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

## **6. INDEPENDENT CONTRACTOR.**

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

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

## **7. INDEMNIFICATION.**

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

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

unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

## **8. DISCRIMINATION.**

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

## **9. IMMIGRATION COMPLIANCE CERTIFICATION.**

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

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

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

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

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

## **10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.**

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

## **11. MISCELLANEOUS.**

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

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

11.3 **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 2410-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

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

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

11.7 **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide

insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

## **12. DELEGATION AND ASSIGNMENT.**

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

## **13. TERMINATION.**

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

## **14. OWNERSHIP OF PROPERTY.**

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

## **15. WARRANTIES.**

Contractor represents and warrants to the County as follows:

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

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

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

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

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

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

## **16. WHEN RIGHTS AND REMEDIES NOT WAIVED.**

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

## **17. NO THIRD-PARTY BENEFICIARY.**

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

## **18. CONFLICT OF INTEREST.**

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

## **19. FORCE MAJEURE.**

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

## **20. NOTICES.**

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

To Gunnison County:  
County Manager  
Gunnison County 200 E. Virginia  
Gunnison, Colorado 81230

Phone: 970-641-0248

With a copy to:

Board of County Commissioners of the County of Gunnison, Colorado  
200 E. Virginia  
Gunnison, Colorado 81230

To Contractor:

Jackalope Services LLC dba Bethany J Montlary  
P.O. Box 1412 Gunnison, CO 81230

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

## **21. GOVERNING LAW.**

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

## **22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.**

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

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

22.3 The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and

legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

### **23. ENTIRE AGREEMENT.**

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

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

### **24. RECORDS.**

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

### **25. PUBLIC RECORD.**

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

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

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



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By: Matthew Birnie, County Manager

ATTEST:



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Deputy Clerk



12/29/23

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By: CONTRACTOR  
Bethany J Montlary

## APPENDIX "A"

### SCOPE OF SERVICES

#### Airport Terminal Janitorial

**Rate:** Annual Budget not to exceed: \$79,945. Billed monthly.

**Busy Season:** approx. December 15 - March. \$300 a day  
(\$300 a day x 108 days = \$32,400)

**Slow Season:** April - November. \$185 a day  
(\$185 a day x 257 days = \$47,545)

**Area Scope:** (see attached floor plan for reference).

#### Included areas:

- All terminal indoor public areas
- Ticketing and Rental car counters
- Hold rooms including "Living room area" and Jet Bridges (Passenger Boarding bridges)
- Baggage Claim
- Ticketing Hall
- TSA Checkpoint queuing hallway
- TSA check point (garbage can service only)
- Restrooms
- Westside staff stairway and 2<sup>nd</sup> floor hall in front of airline offices/TSA offices

#### Excluded areas: (Appendix B)

- TSA office
- Airline offices
- TSA checkpoint
- Airline staff side of ticket counters and gate counters
- Rental car offices and backside of Rental car counters
- Mechanical and electrical rooms
- Bar and food preparation area
- Baggage screening
- Baggage make-up
- Airline break-room

#### Daily (365 days a year)

- Empty all garbage cans and place garbage bags in outside dumpsters
- Sweep and dust mop wood floors
- Spot vacuum as needed
- Disinfect and polish all water fountains
- Clean and disinfect entrance doors and sterile area exit doors and glass

- Wipe and disinfect all countertops
- Spot clean all glass as needed
- Wash, fold and return all cleaning towels & mop heads
- Keep cleaning carts & cleaning closets cleaned and organized

**Restrooms:**

- Remove all garbage and empty feminine waste bins
- Clean toilets including removing hard water stains, disinfecting bowl, seat, stool, and flush handles
- Clean and disinfect partitions tile walls, latch handles and all other touch points
- Clean and disinfect sinks, counter tops, soap dispensers and remove all hard water build up
- Clean mirrors and light fixtures
- Clean and mop all bathroom floors

**Weekly**

- Clean Westside staff stairway and 2<sup>nd</sup> floor hall in front of airline offices/TSA
- Clean Jet Bridges (Passenger Boarding bridges)
- Spot clean furniture as needed
- Emptying vacuum bags and cleaning vacuum filters the 1st of each month.

**Supplies & equipment purchased by the County.**

**Report any outages, damages etc. of any services or equipment if or when noticed to Airport Operations/Facilities.**

**Rate for additional services provided upon request.**





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

**Agenda Item:** Memorandum of Understanding Amendment #1 between t

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

**Parties to the Agreement:** CDEC

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Colorado Department of Early Childhood requires annual reaffirmation of CCCAP MOU. This amendment reaffirms the MOU from 2/7/2023

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/11/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/8/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/8/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/16/2024



**Memorandum of Understanding Amendment #1  
Between  
The Colorado Department of Early Childhood  
and  
Gunnison and Hinsdale Counties Board of Human Services**

This Amendment No. 1 (“Amendment”) is effective as of January 1, 2024, and hereby amends the Memorandum of Understanding (MOU) executed by and between the State of Colorado Department of Early Childhood and the Board of the County Commissioners or other elected governing body of Gunnison and Hinsdale Counties Board of Human Services (the “County”) on February 7, 2023 (the “MOU”). All capitalized terms not defined in this Amendment shall have the meanings set forth in the MOU.

In consideration of the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Reaffirmation of the MOU for the Colorado Child Care Assistance Program (CCCAP).

***Signatures***

By signing this Amendment, both parties agree to reaffirm the MOU for another year from signature.

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

Jonathan Houck  
Chair, Gunnison Board of County Commissioners  
Gunnison and Hinsdale Counties Board of Human Services

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

Mary Alice Cohen  
Chief Program Officer, Office of Program Delivery  
Colorado Department of Early Childhood

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

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**Agenda Item:** El Pomar Foundation General Grant Terms and Condit

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**Action Requested:** County Manager Signature

**Parties to the Agreement:** El Pomar Foundation

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The El Pomar Foundation approved a \$10,000 grant to Gunnison County for the Gunnison-Hinsdale Early Childhood Council general operating support through the Colorado Assistance Fund. This grant is contingent upon the General Grant Terms and Conditions. Please review and sign.

**Fiscal Impact:**

**Submitted by:** Blair Burgess

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/11/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/9/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/9/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/16/2024

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Received  
County Administration  
12/21/23

**MATTHEW J. CARPENTER**  
Chief Operating Officer

December 15, 2023

Mr. Matthew Birnie  
County Manager  
Gunnison County  
200 E. Virginia Avenue  
Gunnison, CO 81230

Dear Mr. Birnie:

The Trustees of El Pomar Foundation are pleased to advise you they have approved a \$10,000 grant to Gunnison County for the Gunnison-Hinsdale Early Childhood Council general operating support through the Colorado Assistance Fund (CAF). From time to time, the Trustees activate this Fund to address pressing needs facing Colorado communities. The 2023 Fund launched earlier this year in recognition of the workforce shortages, inflationary pressures, declining donations, economic uncertainty, staff burnout, and prolonged public health concerns affecting nonprofits and government agencies across Colorado.

The Trustees' intent is to support organizations' stability and capacity through grants recommended by Trustees, Regional Councils, and staff. Possible uses of these funds could include:

- Support staff professional development opportunities like conference attendance, training/coaching programs, etc.
- Support efforts/programs to increase staff morale
- Offset costs for organizational strategic planning or development
- Hiring and staff retention initiatives
- Program analysis and/or feasibility studies

Our check is enclosed. Any portion of the grant funds that are not used must be returned to the Foundation. As you communicate publicly about your grant, please refer to the communications guidelines at [www.elpomar.org/presskit](http://www.elpomar.org/presskit).

- This grant is contingent upon the General Grant Terms and Conditions. Please sign and email the enclosed contract to Assistant Grants Manager Mikayla Jordan at [mikaylaj04@elpomar.org](mailto:mikaylaj04@elpomar.org) no later than **January 31, 2024**.
- To help the Trustees understand how these funds were used to address organization stability and capacity, please email responses to the below questions to Mikayla no later than **June 30, 2024**:
  - How were the funds used and what did they allow you to do that you would have been otherwise unable to?
  - Please share an interesting story or anecdote that helps illustrate the impact of the grant.
  - What is the biggest challenge your organization is facing?
  - Is there anything else you want the Foundation to know about your organization or its programs?

We are honored to support the work of nonprofits across the state with our mission to enhance, encourage and promote the current and future well-being of the people of Colorado. The Trustees extend their best wishes for your continued success.

Sincerely,

A handwritten signature in black ink that reads "Matthew J. Carpenter".

Matthew J. Carpenter  
MJC:eoc  
GCHHS / 23-16054

**EL POMAR FOUNDATION**  
10 Lake Circle  
Colorado Springs, Colorado 80906  
Tel: 719-633-7733  
[elpomar.org](http://elpomar.org)

**EL POMAR FOUNDATION  
GENERAL GRANT TERMS AND CONDITIONS**

This grant is contingent upon the following terms and conditions:

**TAX EXEMPT STATUS.** You do hereby certify that you are a non-profit organization currently recognized by the Internal Revenue Service as a public charity under Sections 501(c)(3) and 509(a) of the Internal Revenue Code of 1986, as amended (the "Code"). You acknowledge you are not a 509(a)(3) Type III supporting organization which is not functionally integrated.

You acknowledge that your organization is not controlled directly or indirectly by the Foundation.

**USE OF GRANT FUNDS.** This grant (together with any income earned upon investment of the grant proceeds) is restricted to the purpose specified in the grant award letter and is to be spent in accordance with your proposed budget. Any part of the grant funds not so used must be returned promptly to the Foundation.

You agree that the activities funded by this grant are charitable, educational, scientific or literary (as those terms are defined in Section 170(c)(2)(B) of the Code) and that they are in furtherance of your tax-exempt purposes.

You acknowledge that the Foundation has not earmarked the use of the grant funds or any portion thereof for another organization, an individual or for any lobbying or political campaign activity.

You affirm that the charitable purpose of this grant will be fulfilled within the State of Colorado.

You agree that no member of the Foundation's staff or Trustees (or a related party) will receive a financial benefit as a result of this grant.

You agree not to pledge or otherwise encumber any real property acquired as a result of this grant.

**FINAL REPORT.** The Foundation will require that you submit a final report on the use of the grant by the date specified in the grant award letter. This report should give an accounting of how the grant was spent as compared to the budget submitted in your grant proposal, the progress made in accomplishing the objectives of the grant, and any other information you feel would be relevant in allowing the Foundation to evaluate the grant.

**PAYMENT OF GRANT.** The payment of this grant will be as specified in the grant award letter, unless the foundation approves a written request for a different schedule. If payments are conditioned upon receipt of progress reports or other required documentation, delays may occur if these documents are not submitted timely or if the Foundation determines there is a lack of reasonable progress in the funded activity.

**RELIANCE ON FUTURE FUNDING.** You acknowledge that representatives of the Foundation have made no actual or implied promise of funding beyond the amounts specified in the grant award letter. This includes any obligation to provide continued support for this or any other project. Continued funding can only be obtained through submission of additional proposals in accordance with the Foundation's policies and guidelines.

**REQUIRED NOTIFICATION.** You are required to provide the Foundation with immediate written notification in the event of: (a) an inability to expend the grant for the intended purposes; or (b) any expenditure made from this grant for any purpose other than those for which the grant was intended.

**GRANT EVALUATION.** You will exercise full control over your project's administration, management and any subsequent disbursement of funds. The Foundation's role will consist of reasonable oversight to allow for the proper evaluation of this grant. You agree to permit the Foundation, at its request, to have reasonable access to all files, records, and personnel necessary to make such financial audits, verifications or program evaluations as may be necessary or appropriate. In addition, you agree to maintain such records as will permit the Foundation to easily check the use of grant funds and to keep these records for at least four years after the final report is submitted.

**PUBLICITY.** Please clear with us any public announcement of this grant. If this grant provides the majority funding for the acquisition of real or personal property, we would request that appropriate identification be placed on the item showing that it was a gift of El Pomar Foundation.

**MODIFICATION.** This grant agreement sets forth all of the terms of this grant and replaces all prior understandings and agreements. The purposes, terms and conditions of this grant award may not be changed or modified without the express written consent of the Foundation.

**DISCONTINUANCE.** The Foundation may discontinue, modify or withhold any payment under this grant award or terminate the grant and require a total or partial refund of any of the grant funds if, in the Foundation's sole judgment, such action is necessary: (a) because of a violation of the terms and conditions of this grant; (b) to protect the purposes and objectives of this grant or any other charitable interest of the Foundation; or (c) to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to this grant; or (d) to protect the Foundation's financial ability to carry out its programs.

In the event funds are returned or the grant is terminated, you acknowledge that the Foundation will have no further obligation to you in connection with this grant.

**GOVERNING LAW.** All questions of law which may arise in the administration of this grant shall be determined in accordance with the laws of the State of Colorado.

**INDEMNIFICATION and HOLD HARMLESS:** In consideration for El Pomar's awarding this grant, your organization, its employees, agents or assigns agree to hold harmless, indemnify, release and forever discharge El Pomar, its officers, agents, employees, affiliates, attorneys, successors and assigns from and against any and all judgments, actions, claims, suits, losses, damages, and expenses resulting from, related to or in any way connected with this grant.

**AUTHORITY.** The undersigned represents that he/she is the duly authorized chief executive officer of the Grantee and as such is empowered to accept this grant on behalf of the Grantee and to obligate the Grantee to observe all the terms and condition of the grant.

Executed on the behalf of: Gunnison County

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

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

Title: \_\_\_\_\_

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

GCHHS / 23-16054

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

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**Agenda Item:** First Amended Emergency Medical Services Building

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached.

**Fiscal Impact:** \$1,400,000

**Submitted by:** Katherine Haase for Matthew Birnie

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/11/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/9/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/9/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirnie

Discharge Date: 1/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: County Manager Reports

Agenda Date: 1/16/2024

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**FIRST AMENDED EMERGENCY MEDICAL SERVICES BUILDING  
INTERGOVERNMENTAL AGREEMENT**

**THIS FIRST AMENDED EMERGENCY MEDICAL SERVICES BUILDING INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made between Gunnison County, Colorado (“County”), whose address is 200 East Virginia Avenue, Gunnison, CO 81230 (“Gunnison County”), and the Board of Trustees of the Gunnison Valley Health, whose address is 711 North Taylor, Gunnison, Colorado 81230 (“Board of Trustees” or “GVH”) (collectively, the “Parties”) pursuant to Section 29-1-203, C.R.S., as amended, and other applicable law.

**RECITALS**

**WHEREAS**, Colorado law permits GVH to “acquire by lease real and personal property subject to the approval of the board of county commissioners.” *See* § 25-3-304(1)(c), C.R.S.;

**WHEREAS**, Colorado law also provides that, “A public hospital board of trustees that has elected to designate its public hospital as an enterprise for purposes of section 20 of article X of the state constitution, as described in subsection (3) of this section, is not required to obtain the approval of the board of county commissioners before acquiring real or personal property by lease.” *See* § 25-3-304(1)(d), C.R.S.

**WHEREAS**, GVH desires to continue to construct a new emergency medical services building, located in Gunnison, Colorado (“Building”);

**WHEREAS**, GVH has requested that Gunnison County provide financial assistance to GVH for the construction of the Building;

**WHEREAS**, Gunnison County has agreed to provide such assistance with the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

**1. OBLIGATIONS OF THE PARTIES.**

**1.1. Gunnison County shall:**

- 1.1.1.** Remit to GVH on or before February 1, 2025 the sum of One Million Four Hundred Thousand Dollars and zero cents (\$1,400,000). Subject to Paragraph 2

of this Agreement, Gunnison County may remit to GVH all or any portion of such amount at any time before February 1, 2025 at its sole discretion.

**1.2. GVH shall:**

**1.2.1.** Employ and follow without exception the Gunnison County Procurement Policy, Policy No. 1.2.10 and attached as Exhibit A to this Agreement (“Procurement Policy”), with regard to the selection and procurement of the general contractor or construction manager for the construction of the Building, irrespective of whether County Funds are used for the purchase of such good or service.

**1.2.2.** Consistent with the Procurement Policy, the selection of a general contractor for the Building construction project shall be made by a Selection Committee consisting of at least two (2) persons selected by the Gunnison County Manager.

**1.2.3.** Consistent with the Procurement Policy and the Gunnison County Strategic Plan regarding climate impacts, all invitations for bid and requests for proposal requirements shall include a specification that the Building shall be heated and cooled by electricity only and shall not employ any natural gas, methane, fuel oil, or any other fossil fuel combusted on-site for heating and cooling systems.

**1.2.4.** Consistent with the Gunnison County Strategic Plan regarding climate impacts, GVH shall include a target Energy Use Intensity (EUI) of 36 or lower in the Contracts with the Architect and Construction Manager or General Contractor.

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

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

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO GVH OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, BREACH OF EXPRESS OR IMPLIED WARRANTY, COSTS OF DELAY OR FAILURE OF DELIVERY.

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

6. **TERM.** The Agreement will commence on February 2, 2024, or the date it is executed by all parties, whichever is later, and shall expire on the date the last settlement payment to GVH, consistent with the terms of the Colorado MOU and any applicable settlement agreement (the “Term”), unless otherwise renewed by amendment to this Agreement.
7. **INFORMATIONAL OBLIGATIONS.** Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.
8. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.
9. **TERMINATION.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.
10. **NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. Key Notices delivered by electronic transmissions shall

be deemed received when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

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

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

Board of Trustees: Chairperson, Board of Trustees  
Gunnison Valley Health  
711 North Taylor  
Gunnison, CO 81230

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

## **11. GENERAL TERMS AND CONDITIONS**

**11.1. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

**11.2. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings or, or any prior agreement between the Parties covering this subject matter, including but not limited to the October 4, 2022 Emergency Medical Services Building

Intergovernmental Agreement. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.

**11.3. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

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

**11.5. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

**11.6. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

**11.7. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**11.8. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require

continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

**11.9. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

**11.10. No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**11.11. Records Retention.** The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.

**11.12. Execution by Counterparts; Electronic Signatures and Records.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**11.13. Authority to Execute.** Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

**THEREFORE, IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date shown below.

**GUNNISON COUNTY, COLORADO**

**BOARD OF TRUSTEES OF  
GUNNISON VALLEY HEALTH**

BY AND THROUGH ITS BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
By: Jonathan Houck, Chair

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

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

Its: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
By: Deputy Clerk

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

**Agenda Item:** Ordinance No. 21; An Ordinance Repealing Ordinance

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached.

**Fiscal Impact:**

**Submitted by:** Katherine Haase for County Attorney's O **Submitter's Email Address:** sobaid@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/11/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/11/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/11/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/16/2024

**Proof of Publication**  
**12/21/2023**

Gunnison County Attorney's Office  
200 E. Virginia Ave.  
Gunnison CO 81230

STATE OF COLORADO  
County of Gunnison

I, Alan Wartes, do solemnly swear that I am Publisher of THE GUNNISON COUNTRY TIMES; that the same is a weekly newspaper printed in whole or in part in the County of Gunnison, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Gunnison for a period of more than 52 consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under provisions of the Act of March 3, 1879, and any amendments thereof; and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the legal notice or advertisement of which the attached is a full, true and correct copy, was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 issues(s); and that the first publication of said notice was in the issue of said newspaper dated 12/21/2023, and that the last publication of said notice was in the issue of said newspaper dated 12/21/2023.

In witness whereof I have hereunto set my hand this 21<sup>st</sup> day of Dec., A.D. 2023.

Alan Wartes  
Alan Wartes, Publisher

Subscribed and sworn to before me, a notary public in and for the County of Gunnison, State of Colorado, this 21<sup>st</sup> day of December, A.D. 2023.

[Signature]  
Notary Public this date of 12/21/2023

**BONNIE GOLLHOFER**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20094005191  
MY COMMISSION EXPIRES AUGUST 7, 2027

Name	Gunnison County Attorney's Office
Order Number	11717
Order Date	12/19/2023
Number Issues	1
Pub Count	1
First Issue	12/21/2023
Last Issue	12/21/2023
Order Price	\$391.60
Publications	Gunnison Country Times
Publication Dates	Gunnison Country Times: 12/21/2023

cont. Gunnison County Attorney's Office

Order No: 11717

**PUBLIC NOTICE**

NOTICE is hereby given of a public hearing before the Board of County Commissioners of the County of Gunnison, Colorado, at 8:30 a.m. of the 16th day of January, 2024, in the Board of County Commissioners Meeting Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado for the purpose of adopting Ordinance No. 21, an ordinance repealing Ordinance 4 and establishing the regulation of vehicle parking at the Gunnison-Crested Butte Regional Airport.

Ordinance No. 21 is hereby published in full pursuant to C.R.S. § 30-15-406.

This notice given and published by the order of the Board of County Commissioners.

Dated this 19th day of December, 2023.  
 COUNTY OF GUNNISON, COLORADO

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY**

**ORDINANCE NO. 21**

**AN ORDINANCE REPEALING ORDINANCE NO. 4 AND ESTABLISHING THE REGULATION OF VEHICLE PARKING AT THE GUNNISON-CRESTED BUTTE REGIONAL AIRPORT**

WHEREAS, on December 15, 1987, the Gunnison County Board of County Commissioners (Board) adopted Ordinance No. 4, concerning the regulation of vehicle parking at the Gunnison County Airport;

WHEREAS, parking at the airport has undergone significant changes since that time necessitating the updating of parking regulations;

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

**Section 1. Repeal.**

Ordinance No. 4, adopted December 15, 1987, is hereby repealed and replaced by this Ordinance.

**Section 2. Title.**

The title of this Ordinance shall be the "Gunnison-Crested Butte Regional Airport Parking Ordinance".

**Section 3. Applicability.**

This Ordinance shall apply to the parking of vehicles on that public property designated by the Board of County Commissioners as the Gunnison-Crested Butte Regional Airport ("the airport") which shall include the runways, taxiways, aprons, terminals and terminal parking lots associated with such airport.

**Section 4. Official Parking Control Maps and Signs.**

The Board shall cause to be prepared a map which shall include designations of the parking areas authorized herein. Such map shall be of sufficient scale to determine the location of the designated areas and may be amended from time to time by the airport director. Restricted areas shall be signposted in an appropriate manner, except as provided in Sections 6 and 8 of this Ordinance.

Where required by this Ordinance, the airport director shall place or cause to be placed, at appropriate locations, signs which identify those parking restrictions imposed by this Ordinance, the parking control maps provided for in Section 4 of this Ordinance, and any resolutions adopted pursuant hereto.

**Section 5. Parking Restrictions Authorized.**

Establishment and designation of the following types of restricted parking areas are hereby authorized within the Gunnison-Crested Butte Regional Airport but not within the security area and Aircraft Operating Area (AOA).

**Passenger Drop-Off/Pick-Up** - The areas directly in front of the terminal building designated expressly for the purpose of Passenger Drop-Off and/or Pick-Up the duration of which shall be no longer than

fifteen (15) minutes. It is prohibited to leave vehicles unattended in these areas.

**Short Term Paid Public Parking** - The areas within which the parking of a vehicle to be parked is longer than fifteen (15) minutes and is subject to parking fees as stated in Section 9 Public Parking Fee Charged herein. The Board may provide free parking for the first 30 minutes within these areas. Parking Fees within these areas shall be assessed and paid at the time of Exit on presentation at the pay station of the parking ticket that is produced on entry to the parking lot.

**Long Term Paid Public Parking** - Areas designated for paid public parking intended for the parking of vehicles for longer than 45 days duration shall be considered "Long Term" public parking and is subject to parking fees as stated in Section 9 Public Parking Fee Charged herein. Parking within these areas shall be authorized only after prior arrangements have been made with Airport Administration, the fee assessed and pre-paid.

**Handicap Parking** - Such spaces within Paid Public Parking areas shall be utilized only for parking of motor vehicles displaying a placard or license plate issued to a handicapped person by the Colorado Department of Revenue or other official agency.

**Cargo Delivery Loading and Unloading** - The Board may set specific time limits as needed for parking in these areas and may restrict parts of such areas for use by designated ground transport commercial carriers only.

**Bus Parking or Ground Transport Parking** - These areas may be used by buses, vans, limousines or other commercial carriers. Specific areas may be limited to use by specific approved carriers or users or at the discretion of the Airport Director.

**Law Enforcement Vehicles** - Any areas can be utilized as required.

**Employee Parking** - Such areas shall be restricted to vehicles displaying a permit or other identification issued to tenants of, or employees of tenants of the Gunnison-Crested Butte Regional Airport terminal or employees of Gunnison County. Such spaces may be assigned to individual employers for the use of their employees.

**Rental Car Parking** - Specific spaces within these areas may be designated for use only by rental car companies or corporations having a current airport operating license and legally permitted to do business at the airport.

The overnight parking of any type/form of Recreational Vehicles (RV's) and/or trailers, on any airport areas, at any time is PROHIBITED and such vehicle will be immediately towed/removed from airport property at owners/operator's expense.

**Section 6. Vehicle Restrictions Within Security Area.**

**Security Area and Aircraft Operating Area (AOA)** Defined. These areas of the airport shall be that area enclosed within the airport perimeter fence and shall include all aircraft parking ramps or aprons, taxiways, runways, stop ways, displaced thresholds, safety areas, hangars and hangar ramps.

Except for authorized vehicles bearing a security clearance sticker issued by the airport director, no vehicle shall be parked or left unattended within these areas of the airport.

Except for authorized vehicles bearing a security clearance sticker issued by the airport director, no vehicle shall be driven into these areas of the airport except for the purpose of loading or unloading passengers or the delivery/receipt of freight from aircraft parked on an aircraft parking apron or ramp or in support of approved airport and aircraft operations.

**Section 7. Signs Required; Presumption of Legality.**

Except as provided in Sections 6 and 8, no provision of this Ordinance shall be enforced against an alleged violator if at the time and place of the alleged violation an official sign or marking is not in a proper or appropriate position and is sufficiently and reasonably

legible to be seen by an ordinarily observant person.

Whenever official parking control or restriction signs are placed in position approximately and reasonably conforming to the requirements of this Ordinance, such devices shall be presumed to have been placed by the official act of the proper governmental authority.

**Section 8. No Sign Required; Parking Restrictions.**

No person shall stop, stand or park a vehicle except, when necessary to avoid conflict with other traffic or in compliance with directions of a police officer or traffic control device, in any of the following places:

On a sidewalk, crosswalk or other designated pedestrian way;

Within 10 feet of a fire hydrant;

On a street or other area intended for vehicular movement and not marked or signed for parking purposes;

Within 15 feet of a driveway serving an emergency entrance to the security or AOA area;

At any place where official signs prohibit stopping, standing or parking; or

Within any of the landscaped areas surrounding the public paid parking lot and terminal buildings.

**Section 8. Establishment of Parking Fees.**

The following parking fee rates are hereby authorized and established:

**Short Term Paid Public Parking** - A parking fee of \$10.00 (ten dollars) per vehicle per day for each vehicle parked in designated short-term public parking areas.

**Long Term Paid Public Parking** - A parking fee of \$100.00 (One hundred dollars) per vehicle per 30-day period for each vehicle parked in designated long-term public parking areas at the Gunnison-Crested Butte Regional Airport is hereby authorized and established. Except as otherwise provided in this Ordinance, or any resolution adopted pursuant hereto, no person shall park a vehicle in this designated long-term public parking area without first paying the parking fee assessed according to this Ordinance or any resolution adopted pursuant hereto.

The County Manager may assess and is authorized to adjust parking fees as required.

**Section 10. Unlawful Acts; Penalties.**

It shall be unlawful for any person to stop, park or leave unattended any vehicle within the boundaries of the Airport in a manner that violates the provisions of this Ordinance. Any person who is convicted of a violation of this Ordinance shall be liable according to the following schedule of fines:

For violation of sections 4 or 7: each violation \$50.00 (Fifty Dollars);

For violation of any part of section 5: each violation \$50.00 (Fifty Dollars).

Each day's violation shall constitute a separate offense.

**Section 11. Disposition of Fines and Fees.**

Parking fees shall be paid in accordance with posted instructions. All fees and fines collected under this Ordinance shall be paid into the Airport Operations Fund of the Airport.

All fines for the violation of this Ordinance collected by the County Court shall be paid to the County Treasurer no later than the 10th day of the month following the month in which such amount were paid to the Court. Such funds shall be identified as Airport Parking Ordinance fines.

**Section 12. Notice of Illegally Parked Vehicle.**

Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by this

Ordinance, airport employees or agents finding such vehicle shall take its license number and may take any other information displayed on the vehicle which may identify its user and shall conspicuously affix to such vehicle a penalty assessment notice, on a form authorized by the Board of County Commissioners, directing the driver thereof to respond to and answer the charge against him at a place and at a time specified in said notice.

**Section 13. Response to Notice.**

The driver or owner of an unattended motor vehicle charged with an apparent violation of this Ordinance shall respond within the time specified in the penalty assessment notice affixed to such vehicle by:

appearance at the clerk of the County Court in and for the County of Gunnison and payment to the clerk of the required fine plus court costs; or,

mailing payment of the required fine by means of the United States mail or;

appearance at the County Court for the purpose of entering a plea of guilty or not guilty before the judge of the Court. Upon trial, if the alleged offender is found guilty, the fine imposed shall be that fine specified in the notice.

If such person does not respond in the manner required by this Ordinance, and fails to appear in person or by counsel at the place and time specified in the notice and a verified complaint has been filed, a bench warrant may be issued for their arrest.

**Section 14. Presumption in Reference Illegal Parking.**

In any prosecution charging a violation of any provision of this Ordinance governing the stopping, standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such regulation, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicles at the point where and for the time during which such violation occurred.

**Section 15. Person Charged Elect to Appear before Court.**

Any person charged with an offense or violation under this Ordinance shall have the option of paying such fine within the time and at the place specified in said notice upon entering a plea of guilty and waiving appearance in Court; or may have the option of entering a plea of not guilty, and upon such plea shall be entitled to a trial as authorized by law.

Acceptance and payment of the prescribed fine as provided in section 15(a) shall constitute an acknowledgement of guilt by such person of his or her violation of the offense stated in said notice and shall be deemed a complete satisfaction for the violation.

**Section 16. Impoundment of Vehicles.**

Any vehicle left on the Airport for a period in excess of 24 hours without payment of the required fee may be considered abandoned and may be removed and impounded in the manner prescribed in Section 42-4-2103, Colorado Revised Statutes.

**Section 17. Certification.**

The County Clerk shall certify the passage of this Ordinance and make not less than three (3) copies of this Ordinance available for inspection by the public during regular business hours.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS AFTER A PUBLIC HEARING AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

Gunnison County Times  
 Gunnison, Colorado  
 Publication date of December 21, 2023

Gunnison Country Times  
218 N. Wisconsin  
Gunnison, CO 81230

DENVER CO 802

21 DEC 2023 PM 3 L



Gunnison County Attorney's Office  
200 E. Virginia Ave  
Gunnison, CO 81230



81230-224800



**BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY**

**ORDINANCE NO. 21**

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REGULATION OF VEHICLE PARKING AT THE GUNNISON-CRESTED BUTTE  
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imposed by this Ordinance, the parking control maps provided for in Section 4 of this Ordinance, and any resolutions adopted pursuant hereto.

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- B. Short Term Paid Public Parking - The areas within which the parking of a vehicle to be parked is longer than fifteen (15) minutes and is subject to parking fees as stated in Section 9 Public Parking Fee Charged herein. The Board may provide free parking for the first 30 minutes within these areas. Parking Fees within these areas shall be assessed and paid at the time of Exit on presentation at the pay station of the parking ticket that is produced on entry to the parking lot.
- C. Long Term Paid Public Parking - Areas designated for paid public parking intended for the parking of vehicles for longer than 45 days duration shall be considered "Long Term" public parking and is subject to parking fees as stated in Section 9 Public Parking Fee Charged herein. Parking within these areas shall be authorized only after prior arrangements have been made with Airport Administration, the fee assessed and pre-paid.
- D. Handicap Parking - Such spaces within Paid Public Parking areas shall be utilized only for parking of motor vehicles displaying a placard or license plate issued to a handicapped person by the Colorado Department of Revenue or other official agency.
- E. Cargo Delivery Loading and Unloading - The Board may set specific time limits as needed for parking in these areas and may restrict parts of such areas for use by designated ground transport commercial carriers only.
- F. Bus Parking or Ground Transport Parking - These areas may be used by buses, vans, limousines or other commercial carriers. Specific areas may be limited to use by specific approved carriers or users or at the discretion of the Airport Director.
- G. Law Enforcement Vehicles - Any areas can be utilized as required.
- H. Employee Parking - Such areas shall be restricted to vehicles displaying a permit or other identification issued to tenants of, or employees of tenants of the

Gunnison-Crested Butte Regional Airport terminal or employees of Gunnison County. Such spaces may be assigned to individual employers for the use of their employees.

- I. Rental Car Parking - Specific spaces within these areas may be designated for use only by rental car companies or corporations having a current airport operating license and legally permitted to do business at the airport.

The overnight parking of any type/form of Recreational Vehicles (RV's) and/or trailers, on any airport areas, at any time is PROHIBITED and such vehicle will be immediately towed/removed from airport property at owners/operator's expense.

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- B. Except for authorized vehicles bearing a security clearance sticker issued by the airport director, no vehicle shall be parked or left unattended within these areas of the airport.
- C. Except for authorized vehicles bearing a security clearance sticker issued by the airport director, no vehicle shall be driven into these areas of the airport except for the purpose of loading or unloading passengers or the delivery/receipt of freight from aircraft parked on an aircraft parking apron or ramp or in support of approved airport and aircraft operations.

### **Section 7. Signs Required; Presumption of Legality.**

- A. Except as provided in Sections 6 and 8, no provision of this Ordinance shall be enforced against an alleged violator if at the time and place of the alleged violation an official sign or marking is not in a proper or appropriate position and is sufficiently and reasonably legible to be seen by an ordinarily observant person.
- B. Whenever official parking control or restriction signs are placed in position approximately and reasonably conforming to the requirements of this Ordinance, such devices shall be presumed to have been placed by the official act of the proper governmental authority.

### **Section 8. No Sign Required; Parking Restrictions.**

No person shall stop, stand or park a vehicle except, when necessary to avoid conflict with other traffic or in compliance with directions of a police officer or traffic control device, in any of the following places:

- A. On a sidewalk, crosswalk or other designated pedestrian way;
- B. Within 10 feet of a fire hydrant;
- C. On a street or other area intended for vehicular movement and not marked or signed for parking purposes;
- D. Within 15 feet of a driveway serving an emergency entrance to the security or AOA area;
- E. At any place where official signs prohibit stopping, standing or parking; or
- F. Within any of the landscaped areas surrounding the public paid parking lot and terminal buildings.

**Section 9. Establishment of Parking Fees.**

The following parking fee rates are hereby authorized and established:

- A. Short Term Paid Public Parking - A parking fee of \$10.00 (ten dollars) per vehicle per day for each vehicle parked in designated short-term public parking areas.
- B. Long Term Paid Public Parking - A parking fee of \$100.00 (One hundred dollars) per vehicle per 30-day period for each vehicle parked in designated long-term public parking areas at the Gunnison-Crested Butte Regional Airport is hereby authorized and established. Except as otherwise provided in this Ordinance, or any resolution adopted pursuant hereto, no person shall park a vehicle in this designated long-term public parking area without first paying the parking fee assessed according to this Ordinance or any resolution adopted pursuant hereto.

The County Manager may assess and is authorized to adjust parking fees as required.

**Section 10. Unlawful Acts; Penalties.**

It shall be unlawful for any person to stop, park or leave unattended any vehicle within the boundaries of the Airport in a manner that violates the provisions of this Ordinance. Any person who is convicted of a violation of this Ordinance shall be liable according to the following schedule of fines:

- A. For violation of sections 4 or 7: each violation \$50.00 (Fifty Dollars);
- B. For violation of any part of section 5: each violation \$50.00 (Fifty Dollars).
- C. Each day's violation shall constitute a separate offense.

### **Section 11. Disposition of Fines and Fees.**

- A. Parking fees shall be paid in accordance with posted instructions. All fees and fines collected under this Ordinance shall be paid into the Airport Operations Fund of the Airport.
- B. All fines for the violation of this Ordinance collected by the County Court shall be paid to the County Treasurer no later than the 10th day of the month following the month in which such amount were paid to the Court. Such funds shall be identified as Airport Parking Ordinance fines.

### **Section 12. Notice of Illegally Parked Vehicle.**

Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by this Ordinance, airport employees or agents finding such vehicle shall take its license number and may take any other information displayed on the vehicle which may identify its user and shall conspicuously affix to such vehicle a penalty assessment notice, on a form authorized by the Board of County Commissioners, directing the driver thereof to respond to and answer the charge against him at a place and at a time specified in said notice.

### **Section 13. Response to Notice.**

The driver or owner of an unattended motor vehicle charged with an apparent violation of this Ordinance shall respond within the time specified in the penalty assessment notice affixed to such vehicle by:

- A. appearance at the clerk of the County Court in and for the County of Gunnison and payment to the clerk of the required fine plus court costs, or;
- B. mailing payment of the required fine by means of the United States mail or;
- C. appearance at the County Court for the purpose of entering a plea of guilty or not guilty before the judge of the Court. Upon trial, if the alleged offender is found guilty, the fine imposed shall be that fine specified in the notice.

If such person does not respond in the manner required by this Ordinance, and fails to appear in person or by counsel at the place and time specified in the notice and a verified complaint has been filed, a bench warrant may be issued for their arrest.

### **Section 14. Presumption in Reference Illegal Parking.**

In any prosecution charging a violation of any provision of this Ordinance governing the stopping, standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such regulation, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner

of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicles at the point where and for the time during which such violation occurred.

**Section 15. Person Charged Elect to Appear before Court.**

- A. Any person charged with an offense or violation under this Ordinance shall have the option of paying such fine within the time and at the place specified in said notice upon entering a plea of guilty and waiving appearance in Court; or may have the option of entering a plea of not guilty, and upon such plea shall be entitled to a trial as authorized by law.
  
- B. Acceptance and payment of the prescribed fine as provided in section IS(a) shall constitute an acknowledgement of guilt by such person of his or her violation of the offense stated in said notice and shall be deemed a complete satisfaction for the violation.

**Section 16. Impoundment of Vehicles.**

Any vehicle left on the Airport for a period in excess of 24 hours without payment of the required fee may be considered abandoned and may be removed and impounded in the manner prescribed in Section 42-4-2103, Colorado Revised Statutes.

**Section 17. Certification.**

The County Clerk shall certify the passage of this Ordinance and make not less than three (3) copies of this Ordinance available for inspection by the public during regular business hours.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS AFTER A PUBLIC HEARING AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO**

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

\_\_\_\_\_  
Elizabeth Smith, Vice-Chairperson

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Laura Puckett Daniels, Commissioner

Attest:

---

Deputy County Clerk

**CLERK’S CERTIFICATION**

I, Kathy Simillion, Clerk and Recorder of Gunnison County, Colorado, do hereby attest and certify that the Ordinance set forth above was introduced, read and ordered published at a regular meeting of the Board of County Commissioners of Gunnison County, Colorado on \_\_\_\_\_, 2024. The Ordinance was then published in the *Gunnison County Times* on \_\_\_\_\_, 2024. It was thereafter passed at a regular meeting of the Board of County Commissioners of Gunnison County, Colorado on \_\_\_\_\_ and published in the *Gunnison Country Times* on \_\_\_\_\_.

\_\_\_\_\_  
Kathy Simillion  
Clerk and Recorder of Gunnison County

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

**Agenda Item:** Request for Extension of Submittal Deadline; Whets

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Request for extension of submittal of Preliminary Plan for Whetstone Community Housing Development represented by Gunnison County and Servitas

**Fiscal Impact:**

**Submitted by:** Cathie Pagano

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/9/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/9/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/11/2024

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 5

Agenda Date: 1/16/2024



Cathie Pagano, Assistant County Manager  
Gunnison County Community & Economic Development Department

Phone: (970) 641-0360  
Email: [planning@gunnisoncounty.org](mailto:planning@gunnisoncounty.org)  
Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

From: Cathie Pagano, Assistant County Manager for Community and Economic Development  
To: Board of County Commissioners  
Date: January 16, 2023  
Re: Whetstone Community Housing Development LUC-22-00049

The Whetstone Community Housing Development, represented by John Cattles, Assistant County Manager for Sustainable Operations and Servitas, has submitted a request for a one-year extension to submit the Preliminary Plan application for the Whetstone Community Housing Development Land Use Change application. The Sketch Plan was approved on February 9, 2023 in Gunnison County Board of Commissioners Resolution No. 2, Series 2023 at Reception No. 689672.

The extension request was submitted on January 4, 2024 in compliance with Section 7-202: Q. *Extension of Submittal Deadline* of the Gunnison County *Land Use Resolution*; the deadline for submittal was January 10, 2024. The applicant is required to submit the request for extension no less than 30 days before February 9, 2024.

Since 2001, Gunnison County has processed approximately nine Major Impact Land Use Change applications. At least four of those applications have received extensions for submittal of the Preliminary Plan application.

**Section 7-202: Sketch Plan Review Process for Major Impact Projects:**

**O. SIGNIFICANCE OF SKETCH PLAN APPROVAL.** *Approval of the Sketch Plan application shall constitute a final decision of approval for the general development concept only, but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific problems revealed during the Sketch Plan review or later in the review process. Sketch Plan approval by the Board shall not constitute approval of the Major Impact project, or permission to proceed with construction of any aspect of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary and Final Plan reviews, the applicant is unable to fulfill all of the requirements of this Resolution, then the application shall be denied at the Preliminary or Final Plan review stage.*

**P. EXPIRATION.** *The applicant shall be required to submit the Preliminary Plan application within 12 months after the date of approval of the Sketch Plan. Failure to submit a complete Preliminary Plan application within this time period shall render the Sketch Plan approval null and void, and require the applicant to begin the Sketch Plan review process again.*

**Q. EXTENSION OF SUBMITTAL DEADLINE.** *The Board may extend the deadline to submit a Preliminary Plan application for good cause shown, provided the applicant requests the extension in writing no less than 30 days before the deadline, and provided the Board makes a finding that there has been no*

*substantial change in circumstances of adjacent land uses, to the capability or willingness to serve of proposed service providers, or to the site of the proposed land use change since Sketch Plan approval. Should the Board determine that such findings are not supportable, the review process shall be required to begin anew with the submittal of a Sketch Plan.*

**1. Referral to Planning Commission for Recommendation.** *The Board may request a recommendation from the Planning Commission on the request for extension before taking action.*

**2. Maximum Period of Extension.** *In no case shall the deadline for submittal of a Preliminary Plan application be extended for more than 12 months beyond the date of the 12-month expiration, and only one extension may be granted. Thank you and please let me know if you have questions or concerns.*

**3. Fee For Request For Extension.** *In order to compensate the County for the cost of reviewing and processing the requested extension, each applicant shall pay the required fee, as shown in a schedule of fees issued by the Community Development Department that is adopted and amended from time to time by the Board. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.*

Staff has reviewed the request and the applicable standards and finds that there are no substantial changes in adjacent land uses. The applicant continues to work with the Town of Crested Butte to serve the development with water and wastewater treatment utilities and there has been no change in the willingness of any other service providers to serve the development. Finally, there has been no change to the subject parcel. Staff recommends approval of the request for extension for a maximum of twelve (12) months. The Board may approve an extension request by motion; a resolution is not required. Please feel free to contact me with any questions. Thank you.



January 4, 2024

Gunnison County  
Board of County Commissioners  
200 E. Virginia Avenue  
Gunnison, CO 81230

Re: Whetstone Preliminary & Final Plat  
Request for Extension of Submittal Deadline

Dear Commissioners:

As the applicant and landowner of the Whetstone Community Housing development, Gunnison County and Servitas, are requesting the extension of the deadline to submit a Preliminary Plan. A Sketch Plan was unanimously approved on February 7, 2023, and Section 7-202: P. Expiration of the Gunnison County Land Use Resolution states that “the applicant shall be required to submit the Preliminary Plan application within 12 months after the date of approval of the Sketch Plan,” requiring that the Preliminary Plan be submitted by February 7, 2024. Pursuant to Section 7-202: Q. of the Gunnison County Land Use Resolution:

“Q. EXTENSION OF SUBMITTAL DEADLINE. The Board may extend the deadline to submit a Preliminary Plan application for good cause shown, provided the applicant requests the extension in writing no less than 30 days before the deadline, and provided the Board finds that there has been no substantial change in circumstances of neighborhood land uses, in the capability or willingness to serve the development of proposed service providers, or to the site on which it is proposed since Sketch Plan approval.”

1. REFERRAL TO PLANNING COMMISSION FOR RECOMMENDATION. The Board may request a recommendation from the Planning Commission on the request for extension before taking action.
2. MAXIMUM PERIOD OF EXTENSION. In no case shall the deadline for submittal of a Preliminary Plan application be extended for more than 12 months beyond the date of the 12-month expiration, and only one extension may be granted.”

The County and Servitas hereby requests the extension of the deadline to submit a Preliminary Plan for Whetstone by the maximum allowable 12 months, or until February 7, 2025, however this length of time is not anticipated to be needed. The extension will allow the County and development team adequate time to prepare a high-quality Preliminary Plan submittal, which is in progress at the time of this extension request. The Whetstone Community Housing development remains dedicated to the creation of affordable housing for a diverse mix of local individuals and families to live and work in the Gunnison Valley.

In accordance with the Land Use Resolution, there have been no substantial changes to the site, the surrounding context, or the status of services. Ownership, site conditions, adjacent uses, and the ability of service providers to serve the site remain substantially unchanged.

We look forward to the Board’s review and decision related to this extension request.

Sincerely,

Elena Scott  
Principal

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

**Agenda Item:** Resolution Approving the Grant Application for the

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

BOCC resolution approving application for Strong Communities grant for Sawtooth housing development

**Fiscal Impact:**

**Submitted by:** Cathie Pagano

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/11/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/8/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/8/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/16/2024



**Cathie Pagano, Assistant County Manager**  
**Gunnison County Community & Economic Development Department**

Phone: (970) 641-0360  
Email: [planning@gunnisoncounty.org](mailto:planning@gunnisoncounty.org)  
Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

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**From:** Cathie Pagano, Assistant County Manager for Community and Economic Development  
**To:** Board of County Commissioners  
**Date:** January 16, 2023  
**Re:** Strong Communities grant for Sawtooth, Phase 2

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County staff is preparing a grant application for the State of Colorado's [Strong Communities infrastructure](#) grant. These grant funds are eligible to be used for affordable housing infrastructure development and are specifically targeted to infill projects. The County submitted a letter of interest in July and was notified in December that we were selected to submit a full application. There is approximately \$33 million available and twice that amount is being requested by the entities selected to apply. A 20% local match is required.

County staff expects to request approximately \$800,000 to support the infrastructure (utilities, tap fees, roads, sidewalks, etc.) of the Sawtooth housing development in the City of Gunnison. Applications are due February 2, 2024 with awards expected to be announced in early spring. The State requires a resolution from the Board of County Commissioners as part of the application submittal. Please feel free to contact me with any questions. Thank you.

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 2024 - \_\_\_\_**

**A Resolution Approving the Grant Application for the Strong Communities Infrastructure  
Grant from the State of Colorado**

**WHEREAS**, the Gunnison County Board of Commissioners authorizes application for the Strong Communities Infrastructure grant for the development of the Sawtooth, Phase 2 housing development. If the grant is awarded, Gunnison County supports the completion of the project.

**NOW, THEREFORE**, BE IT HEREBY RESOLVED BY THE GUNNISON COUNTY BOARD OF COMMISSIONERS THAT:

1. The Gunnison County Board of Commissioners authorizes submittal of the application and has appropriated matching funds for a grant with the State of Colorado.
2. If the grant is awarded, the Gunnison County Board of Commissioners strongly supports the fulfillment of the project.
3. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
4. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the designated Official to sign the grant agreement with the State of Colorado.

**THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY** shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted on this 16<sup>th</sup> day of January, 2024..

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

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

\_\_\_\_\_  
Laura Puckett Daniels, Commissioner

\_\_\_\_\_  
Elizabeth Smith, Commissioner

ATTEST:

\_\_\_\_\_  
Gunnison County Deputy Clerk

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

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**Agenda Item:** Replat of Golf Villas at Skyland Condominiums; LUC

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Skyland Development Partners LLC, represented by Jacob With, request Board of County Commissioners (Board) approval of a second replat of the Golf Villas at Skyland condominium man. The parcel is legally described as Tract D. as shown on the Partial Replat of Portions of Multifamily Tract

**Fiscal Impact:**

**Submitted by:** Sean Pope

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/9/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/9/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/9/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5 minutes

Agenda Date: 1/16/2024

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Sean Pope, Planner

(970) 641-7981

spope@gunnisoncounty.org

www.GunnisonCounty.org

**To: Board of County Commissioners**

**RE: LUC-23-00016 | Condominiumization | Golf Villas at Skyland**

**Date: January 16, 2023**

The Applicant, Skyland Development Partners LLC, represented by Jacob With, request Board of County Commissioners (Board) approval of a second replat of the Golf Villas at Skyland condominium map to include the recently constructed (BP-21-00077) four-unit multifamily building, Building No. 3 at 41, 42, 43 and 44 St. Andrews Circle, Crested Butte (Exhibit A). The first condominium map of the Golf Villas at Skyland memorialized the construction of Building No. 1, Units 34-37 at Reception No. 675995 in 2021. Building No. 2 has not been developed. The plat was reviewed by planning staff and the County Attorney's Office on May 4, 2023 and was found to comply with the standards of [Land Use Resolution Section 5-104: K – Specifications for Condominium/Townhome Plats](#).

The Eighth Supplement to the Condominium Declarations (Exhibit C), to which Gunnison County is not a party, is supplemental to the existing Condominium Declarations recorded at Book 710, Page 770, and Reception Nos. 675994, 675995, and 675996. The Eight Supplement establishes the regulations and ownership interest(s) that shall apply to the newly constructed and condominiumized units.

Please feel free to contact me with any questions or concerns.

Thank you,

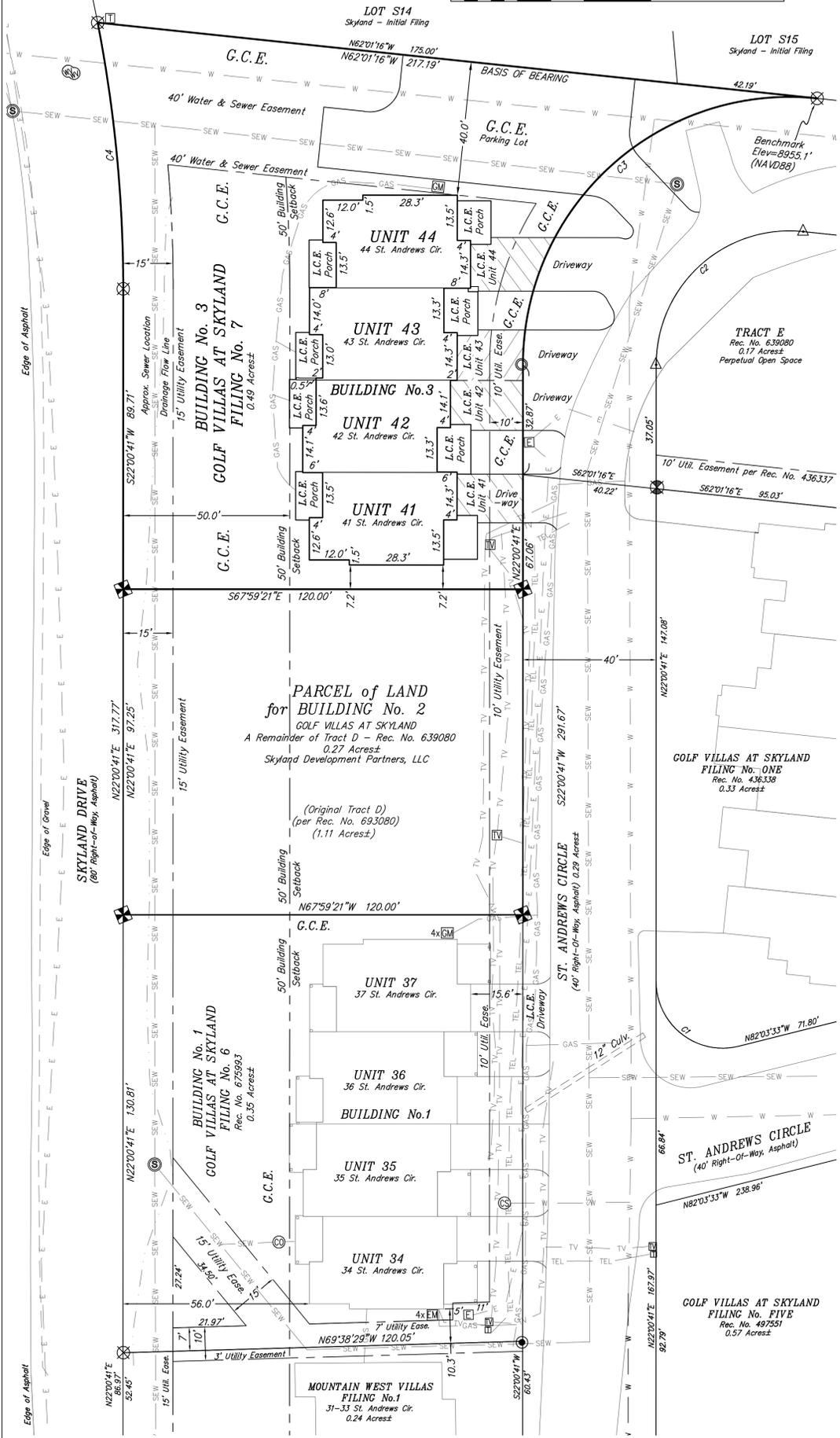
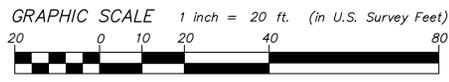
Sean Pope

**Exhibits**

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-23-00016. Click on "Attachments".

- A. LUC-23-00016 – Condominium Plat
- B. Eighth Supplement to Condominium Declaration for Golf Villas at Skyland

PLAT



ATTORNEY'S OPINION

I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Skyland Development Partners, L.L.C., a Colorado limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:
1. All matters shown hereon.
2. The lien for current and subsequent year's real property taxes.
3. Inclusion of the property within any special taxing district.
4. (a) unpatented mining claims; (b) reservations or exceptions in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
5. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded October 31, 1901 in Book 101 at page 252.
6. Restrictive covenants as contained in Declaration of Protective Covenants, Skyland - Initial Filing recorded November 17, 1981, in Book 574 at page 141; and amended by instruments recorded August 29, 1996 in Book 789 at page 710; and January 3, 1997 under Reception No. 473133, and February 23, 2005 under Reception No. 551122; and in Resolution of Board of Directors of Skyland Community Association recorded September 22, 2011 under Reception No. 608447.
7. Terms, conditions, and provisions contained in Certification recorded January 13, 1982 in Book 576 at page 164 and Supplemental Certification recorded August 2, 1983 in Book 595 at page 76.
8. Terms, conditions, and provisions contained in Tap Purchase Agreement recorded October 1, 1984, in Book 610 at page 349.
9. Terms, conditions, provisions, burdens and obligations contained in Development Agreement recorded July 21, 1986 in Book 631 at page 625.
10. Easement granted to Skyland Metropolitan District for water treatment building and incidental purposes, by instrument recorded March 22, 1988 in Book 652 at page 833.
11. Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Skyland - Initial Filing recorded November 17, 1981 under Reception No. 363852; the Replat of Portions of Skyland Initial Filing recorded April 26, 1983 under Reception No. 373701 and the Corrected Plat recorded August 7, 1995 under Reception No. 461594.
12. Those provisions, covenants and conditions, easements and restrictions, which are a burden to the subject Condominium Units, as contained in Condominium Declaration for Golf Villas at Skyland recorded August 26, 1992, in Book 710 at page 770; in Amendment recorded September 10, 1992 in Book 711 at page 465; in First Supplement recorded December 7, 1993 in Book 736 at page 534; in Second Supplement recorded November 1, 1994 in Book 755 at page 18; in Third Supplement recorded July 28, 1998 under Reception No. 485451; and in Fourth Supplement recorded November 2, 1999 under Reception No. 497552; and in Amendment recorded April 26, 2016 under Reception No. 639079, and in Sixth Supplement recorded May 18, 2021 under Reception No. 675994, 675995, and 675996, and in Seventh Supplement recorded \_\_\_\_\_ under Reception No. \_\_\_\_\_.
13. Any covenants, agreements, assessments and/or easements for public utilities, sewer, drainage and other incidental purposes that affect the common elements only, as shown on the following Maps and Plats: Golf Villas at Skyland, Phase I, recorded August 26, 1992 under Reception No. 436337; Golf Villas at Skyland Filing No. 1, recorded August 26, 1992 under Reception No. 436338; Golf Villas at Skyland Filing No. 2, recorded December 7, 1993 under Reception No. 447559; Golf Villas at Skyland Filing No. 3, recorded November 1, 1994 under Reception No. 455898; Golf Villas at Skyland Filing No. 4, recorded July 28, 1998 under Reception No. 485450; Golf Villas at Skyland Filing No. 5, recorded November 2, 1999 under Reception No. 497551; and Golf Villas at Skyland Filing No. 6, Building 1 recorded May 18, 2021 under Reception No. 675993.
14. Terms, conditions, and provisions contained in Board of County Commissioners of Gunnison County Resolution No. 19, Series 1995 recorded April 6, 1995, in Book 762 at page 190; and Resolution No. 25 recorded May 13, 1997 under Reception No. 475589.
15. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Deed, Grant of Licenses, Reservation and Grant of Easements and Option Agreement recorded June 20, 1996 in Book 785 at page 323 and re-recorded July 17, 1996 in Book 787 at page 103.
16. Terms, conditions, and provisions contained in Resolution No. 34, Series 1996 recorded July 18, 1996, in Book 787 at page 215.
17. Terms, conditions, provisions, burdens and obligations contained in Development Improvements Agreement recorded January 3, 1997, under Reception No. 473137.
18. Terms, conditions, provisions and burdens contained in Board of County Commissioners of Gunnison County Resolution No. 14, Series 2002, establishing Board policy concerning the size of construction of residential units within Skyland properties recorded February 27, 2002, under Reception No. 518492.
19. Terms, conditions, and provisions contained in Resolution concerning the size of construction of residential units within Skyland properties recorded February 18, 2004, under Reception No. 539138 and re-recorded March 4, 2004 under Reception No. 539537.
20. Terms, conditions and provisions of Board of County Commissioners Resolution No. 14, Series 2003 vacating the Plat for Golf Villas at Skyland Filing VI - Phase I and the Declaration pertaining thereto as set forth in Instrument recorded February 07, 2003 at Reception No. 527858.
21. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement and Joint Maintenance Agreement recorded September 29, 2010 under Reception No. 601032.
22. Terms, conditions and provisions contained in Special District Disclosure recorded December 31, 2014 at Reception No. 630679.
23. Terms, conditions, provisions, burdens and obligations as set forth in Memorandum regarding a Resolution of the Board of Directors of Skyland Metropolitan District concerning the imposition of various fees, rates, penalties and charges recorded February 3, 2015 under Reception No. 631158.
24. Terms, conditions and provisions of Board of County Commissioners of Gunnison County Resolution No. 18, Series 2016 recorded April 20, 2016 at Reception No. 638995.
25. Terms, conditions and provisions of Agreement to finalize development plans within Skyland Multifamily Tract 4 recorded April 26, 2016 at Reception No. 639076.
26. Terms, conditions and provisions of Resolution of the Skyland Community Association granting variance request on Multifamily Tract 4 recorded April 26, 2016 at Reception No. 639077.
27. All matters contained on Site Plan for Multifamily Tract 4, Skyland recorded April 26, 2016 under Reception No. 639078.
28. Easements, covenants, conditions, restrictions, reservations and notes on the plat of Partial Replat of Portions of Multifamily Tract 4, Skyland - Initial Filing, into Tracts B through F, recorded April 26, 2016 under Reception No. 639080, as effected by termination of easement across said Tract D recorded February 8, 2021 under Reception No. 673428.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

Jacob A. With, Attorney-At-Law
Supreme Court Registration No. 40546
For and on behalf of Law of the Rockies, LLC

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS
We, Skyland Development Partners, L.L.C., on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property, and any improvements thereto. I/We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agrees to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense.

By
Russell Anthony DeSalvo III, Managing Member
Skyland Development Partners, L.L.C. a Colorado limited liability company

CURVE TABLE table with columns: CURVE, LENGTH, RADIUS, DELTA, CHORD BEARING, CHORD DIST.

- LEGEND
Found Rebar and Plastic Cap, L.S. 9476
Found Rebar and Plastic Cap, L.S. 33647
Found No.4 Rebar monument, no cap
Found Rebar and Plastic Cap, L.S. 38048
Found PK Nail and Washer, L.S. 38048
Set No.5 Rebar and Plastic Cap, L.S. 38048
Electric Meter x4
Electric Transformer
Gas Meter x4
Telephone Pedestal
Television Pedestal
Sewer Clean-out
Sewer Manhole
Curb Stop (Water Shut Off)
Water Valve
Underground Electric
Underground Gas
Underground Sewer
Underground Television
Underground Telephone
Underground Water
Drainage Flow Line
General Common Element
Limited Common Element

DEDICATION

Skyland Development Partners, L.L.C., a Colorado limited liability company, being the owner of the land described as follows:
A portion of Tract D, according to the Partial Replat of Portions of Multifamily Tract 4, Skyland - Initial Filing, into Tracts B through F, recorded April 26, 2016 under Reception No. 639080, County of Gunnison, State of Colorado, more particularly described as follows:
Beginning at the northeasterly boundary corner of said Tract D, thence around the subject parcel the following six (6) courses:
1) Along the northerly boundary of said Tract D N62°01'16"W a distance of 217.19' to the northwesterly boundary corner of said Tract D, being the Basis of Bearing between No.5 rebar and plastic cap monuments stamped "L.S. 38048" found at both ends of said northerly boundary line; thence
2) Along the westerly boundary of said Tract D 80.00' along a curve to the right having a radius of 415.00', an included angle of 11°02'42", and subtending a chord bearing S16°29'20"W, a distance of 79.88'; thence
3) Along the westerly boundary of said Tract D S22°00'41"W a distance of 89.71'; thence
4) S67°59'21"E a distance of 120.00'; thence
5) Along the easterly boundary of said Tract D N22°00'41"E a distance of 67.06'; thence
6) Along the easterly boundary of said Tract D 134.00' along a curve to the right having a radius of 80.00', an included angle of 95°58'14", and subtending a chord bearing N69°59'48"E, a distance of 118.88' to the point of beginning; said parcel contains 0.49 acres, more or less, with all boundary corners being marked by No.5 rebar and plastic cap monuments stamped "L.S. 38048";

Under the name of BUILDING No. 3, GOLF VILLAS AT SKYLAND - FILING No. 7, has laid out, platted and/or subdivided the same as shown on this Plat and does hereby permanently dedicate and convey to the owners of lots, tracts, or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicates those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

The real property laid out as BUILDING No. 3, GOLF VILLAS AT SKYLAND - FILING No. 7 is platted and dedicated pursuant to the terms and conditions of the Amendment to Condominium Declaration for Golf Villas at Skyland recorded April 26, 2016, at Rec. No. 639079 of the official records of Gunnison County, Colorado, and the Seventh Supplement to Condominium Declaration for Golf Villas recorded \_\_\_\_\_, 2023 at Rec. No. \_\_\_\_\_ of the official records of Gunnison County, Colorado.

In witness whereof Russell Anthony DeSalvo III, Managing Member of Skyland Development Partners, L.L.C., a Colorado limited liability company, has subscribed his name this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

By
Russell Anthony DeSalvo III, Managing Member
Skyland Development Partners, L.L.C. a Colorado limited liability company

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023 by Russell Anthony DeSalvo III, Managing Member of Skyland Development Partners, L.L.C., a Colorado limited liability company.

My commission expires: \_\_\_\_\_
My address is: \_\_\_\_\_
Witness my hand and official seal:

Notary Public (seal)

APPROVAL OF GOLF VILLAS HOMEOWNERS ASSOCIATION

Golf Villas Homeowners Association, a Colorado nonprofit corporation, hereby approves this Condominium Plat and Map of Building No. 3, Golf Villas at Skyland - 7th Filing.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

By
David Bright, President
Golf Villas Homeowners Association,
a Colorado nonprofit corporation

LAND SURVEYOR'S STATEMENT

I, STEPHEN L. JESSE, for and on behalf of All County Survey, Inc., being a Licensed Professional Land Surveyor in the State of Colorado, do hereby state that this Condominium Map of BUILDING No. 3, GOLF VILLAS AT SKYLAND - FILING No. 7 was prepared by me and under my responsible charge & supervision and a) is accurate to the best of my knowledge, information and belief, b) is in accordance with applicable standards of practice, and c) is not a guarantee or warranty either expressed or implied.
Basis of Bearing is based on a record bearing of N62°01'16"W between No.5 rebar and plastic cap monuments stamped "L.S. 38048" found at the northeasterly and northwesterly boundary corners of the subject parcel.

Dated this 19th day of May, A.D. 2023.

Stephen L. Jesse
Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.
P.O. Box 7164, Gunnison, CO 81230

BOARD OF COUNTY COMMISSIONERS' APPROVAL

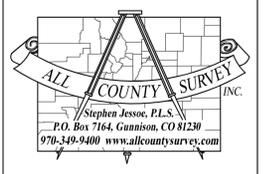
The within Condominium Map of BUILDING No. 3, GOLF VILLAS AT SKYLAND - FILING No. 7 is approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

By
Chairperson, Gunnison County Board of Commissioners

ATTEST:
Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE
This Condominium Map was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

Reception Number \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_
Gunnison County Clerk and Recorder



CONDOMINIUM MAP of BUILDING No. 3, GOLF VILLAS AT SKYLAND - FILING No. 7 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 20'

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 19 May 2023
DRAWN BY: ADJ
REVIEWED BY: SLJ

REVISIONS:

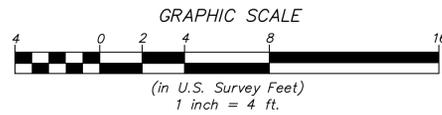
CONDOMINIUM MAP of BUILDING No. 3, GOLF VILLAS AT SKYLAND-FILING No. 7 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND-INITIAL FILING, TRACTS B-F, COUNTY of GUNNISON, STATE of COLORADO
PAGE 1 of 6

**SURVEY NOTES**

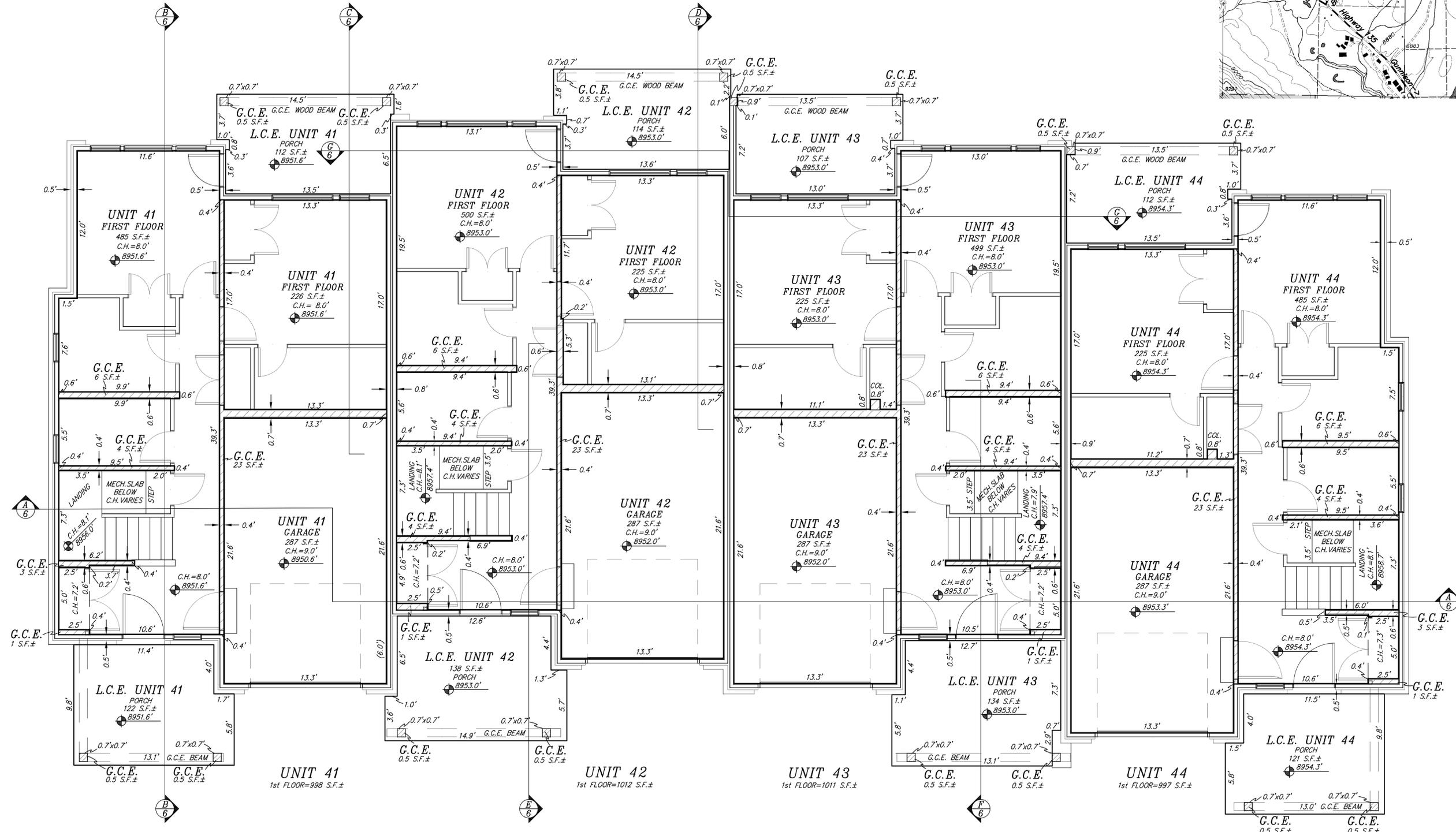
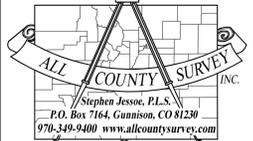
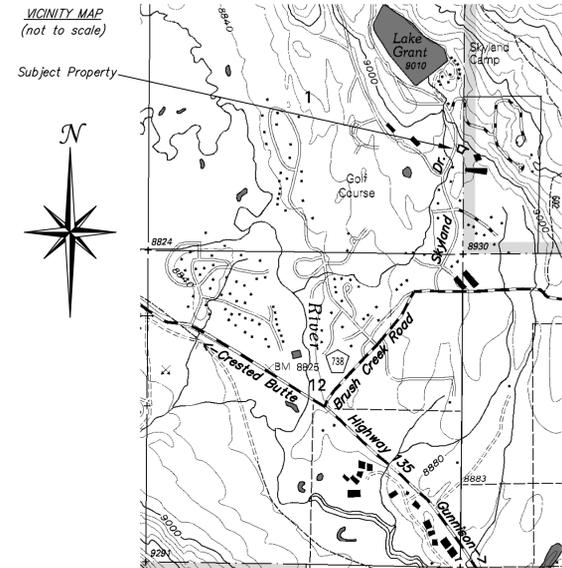
1. Boundaries and easements are based upon the Partial Replat of Portions of Multifamily Tract 4, Skyland - Initial Filing, into Tracts B through F, recorded April 26, 2016 under Reception No. 639080 of the records of Gunnison County, CO.
2. Basis of Bearing is based on a record bearing of N62°01'16"W between rebar and plastic cap monuments stamped "LS 38048" found at the northeasterly and northwesterly boundary corners of the subject parcel, as shown.
3. Easements and encumbrances are based upon Land Title Guarantee Company's Title Policy No. GUC88005112, dated November 2, 2022. Additional easements and encumbrances may exist.
4. Distances and dimensions are in U.S. Survey Feet.
5. Elevations are based on GNSS observations taken on November 20, 2020 in NAD 83, NAVD 88, Colorado State Plane Coordinates, Colorado Central Zone 0502. The project benchmark is a rebar and plastic cap stamped "LS 38048" found at the northeasterly boundary corner of the subject parcel. It has an elevation of 8955.1', as shown on Page 1.

**PLAT NOTES**

1. CONFINEMENT OF DOMESTIC ANIMALS. Domestic animals must be controlled by kenneling, leash, fencing or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.
2. AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS. A property owner is required to construct and maintain fencing in order to keep livestock off his/her property as per C.R.S. 35-46-101 et seq.
3. COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION. The property described on this Map is subject to all the requirements, terms, and conditions of the Board of County Commissioners' Resolution No. \_\_\_\_\_, recorded at Reception No. \_\_\_\_\_ of the records of the Clerk & Recorder of Gunnison County.



- LEGEND**
- G.C.E. - General Common Element
  - L.C.E. - Limited Common Element
  - C.H. - Ceiling Height
  - S.F. - Square Feet
  - ☒ - G.C.E. Structural Column
  - - Unfinished Floor Elevation (Top of Subfloor or Conc. Floor)
  - - Ceiling Height Step
  - - Condo Unit Boundary
  - - G.C.E. Bearing Wall or Shear Wall



MAP of FIRST FLOOR - BUILDING No. 3

CONDOMINIUM MAP of BUILDING No. 3,  
 GOLF VILLAS AT SKYLAND - FILING No. 7  
 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4,  
 SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F,  
 COUNTY OF GUNNISON, STATE OF COLORADO

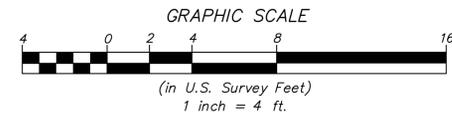
SCALE: 1" = 4' (1/4"=1')

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

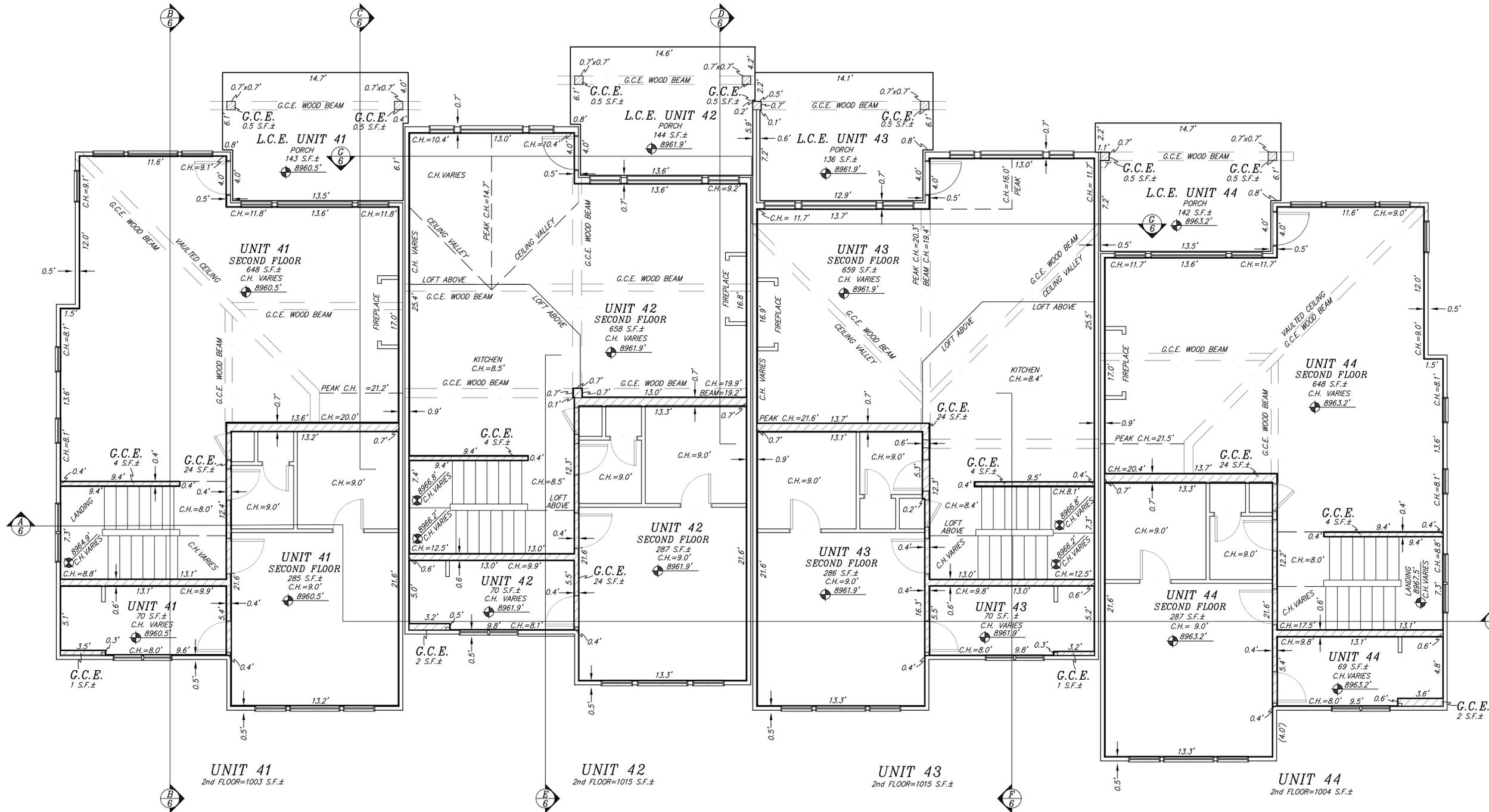
DATE: 19 May 2023  
 DRAWN BY: SLJ  
 REVIEWED BY: SLJ

REVISIONS:

CONDOMINIUM MAP of BUILDING No. 3,  
 GOLF VILLAS AT SKYLAND-FILING No. 7  
 IN TRACT D, PARTIAL REPLAT of  
 MULTIFAMILY TRACT 4,  
 SKYLAND-INITIAL FILING, TRACTS B-F,  
 COUNTY OF GUNNISON,  
 STATE OF COLORADO



- LEGEND**
- G.C.E. - General Common Element
  - L.C.E. - Limited Common Element
  - C.H. - Ceiling Height
  - S.F. - Square Feet
  - ⊗ - G.C.E. Structural Column
  - ⊕ - Unfinished Floor Elevation (Top of Subfloor or Conc. Floor)
  - - Ceiling Height Step
  - - Condo Unit Boundary
  - - G.C.E. Bearing Wall or Shear Wall



CONDOMINIUM MAP of BUILDING No. 3,  
 GOLF VILLAS AT SKYLAND - FILING No. 7  
 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4,  
 SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F,  
 COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 4' (1/4"=1')

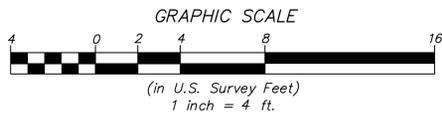
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

DATE: 19 May 2023  
 DRAWN BY: ADJ  
 REVIEWED BY: SLJ

REVISIONS:

CONDOMINIUM MAP of BUILDING No. 3,  
 GOLF VILLAS AT SKYLAND-FILING No. 7  
 IN TRACT D, PARTIAL REPLAT of  
 MULTIFAMILY TRACT 4,  
 SKYLAND-INITIAL FILING, TRACTS B-F,  
 COUNTY of GUNNISON,  
 STATE of COLORADO

MAP of SECOND FLOOR - BUILDING No. 3



- LEGEND**
- G.C.E. - General Common Element
  - L.C.E. - Limited Common Element
  - C.H. - Ceiling Height
  - S.F. - Square Feet
  - ☒ - G.C.E. Structural Column
  - - Unfinished Floor Elevation (Top of Subfloor or Conc. Floor)
  - - Ceiling Height Step
  - — — - Condo Unit Boundary
  - ▬ - G.C.E. Bearing Wall or Shear Wall

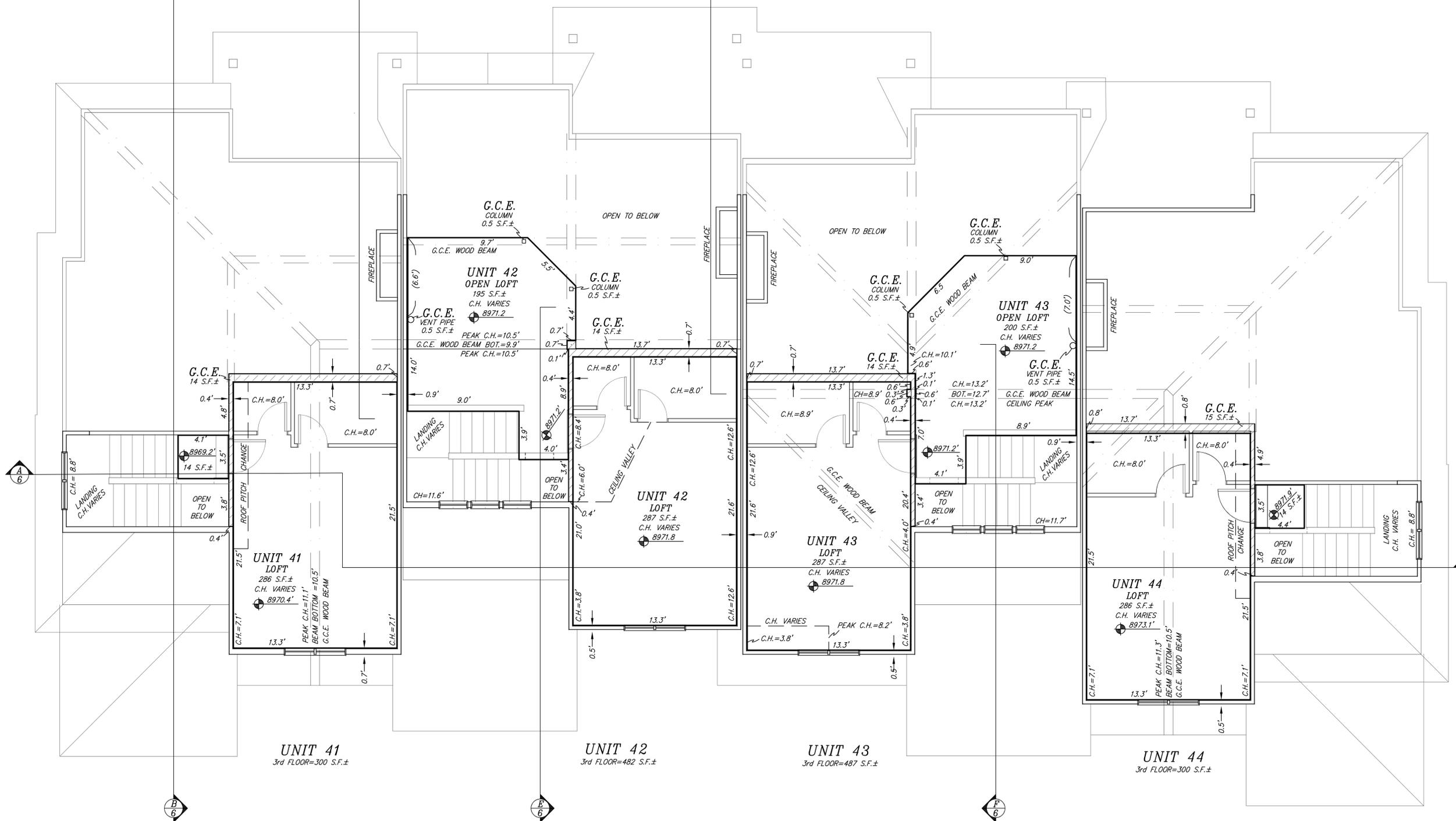


**UNIT 41**  
1st FLOOR= 998 S.F.±  
2nd FLOOR=1003 S.F.±  
+ 3rd FLOOR= 300 S.F.±  
TOTAL =2301 S.F.±

**UNIT 42**  
1st FLOOR=1012 S.F.±  
2nd FLOOR=1015 S.F.±  
+ 3rd FLOOR= 482 S.F.±  
TOTAL =2509 S.F.±

**UNIT 43**  
1st FLOOR=1011 S.F.±  
2nd FLOOR=1015 S.F.±  
+ 3rd FLOOR= 487 S.F.±  
TOTAL =2513 S.F.±

**UNIT 44**  
1st FLOOR= 997 S.F.±  
2nd FLOOR=1004 S.F.±  
+ 3rd FLOOR= 300 S.F.±  
TOTAL =2301 S.F.±



CONDOMINIUM MAP of BUILDING No. 3,  
 GOLF VILLAS AT SKYLAND - FILING No. 7  
 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4,  
 SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F,  
 COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 4' (1/4"=1')

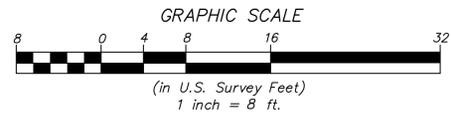
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

DATE: 19 May 2023  
 DRAWN BY: ADJ  
 REVIEWED BY: SLJ

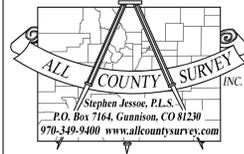
REVISIONS:

CONDOMINIUM MAP of BUILDING No. 3,  
 GOLF VILLAS AT SKYLAND-FILING No. 7  
 IN TRACT D, PARTIAL REPLAT of  
 MULTIFAMILY TRACT 4,  
 SKYLAND-INITIAL FILING, TRACTS B-F,  
 COUNTY of GUNNISON,  
 STATE of COLORADO

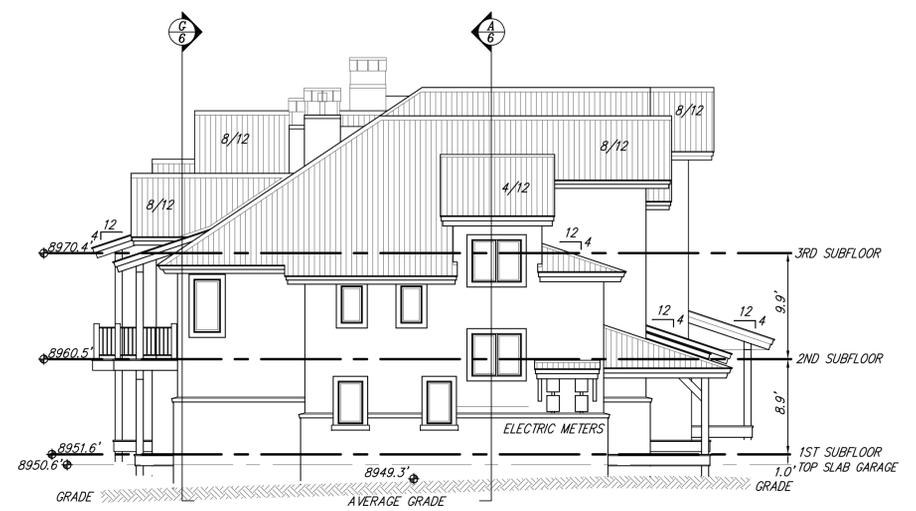
MAP of THIRD FLOOR - BUILDING No. 3



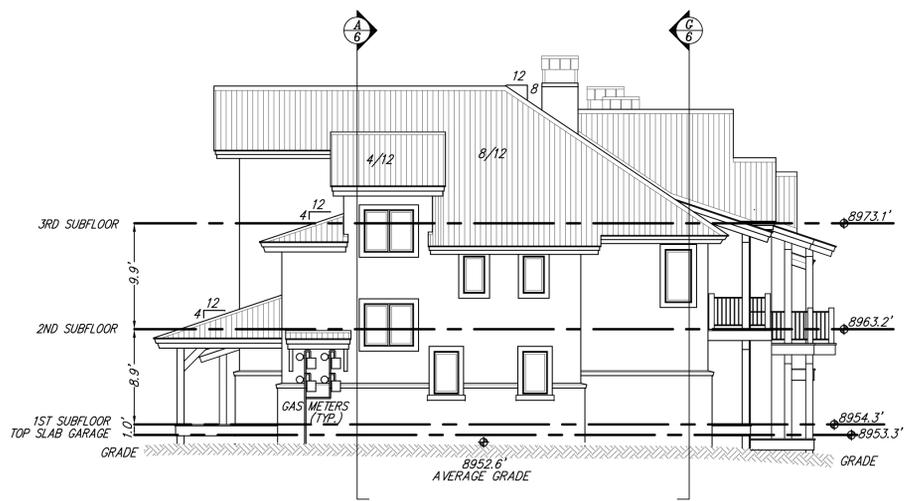
- LEGEND
- G.C.E. - General Common Element
  - L.C.E. - Limited Common Element
  - C.H. - Ceiling Height
  - S.F. - Square Feet
  - ☒ - G.C.E. Structural Column
  - ⬆ - Unfinished Floor Elevation (Top of Subfloor or Conc. Floor)
  - — — Ceiling Height Step
  - — — Condo Unit Boundary
  - ▬ — G.C.E. Bearing Wall or Shear Wall



EAST ELEVATION - BUILDING No. 3



SOUTH ELEVATION - BUILDING No. 3



NORTH ELEVATION - BUILDING No. 3



WEST ELEVATION - BUILDING No. 3

CONDOMINIUM MAP of BUILDING No. 3,  
 GOLF VILLAS AT SKYLAND - FILING No. 7  
 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4,  
 SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F,  
 COUNTY OF GUNNISON, STATE OF COLORADO

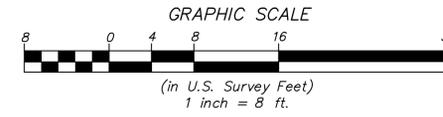
SCALE: 1" = 8' (1/8"=1')

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

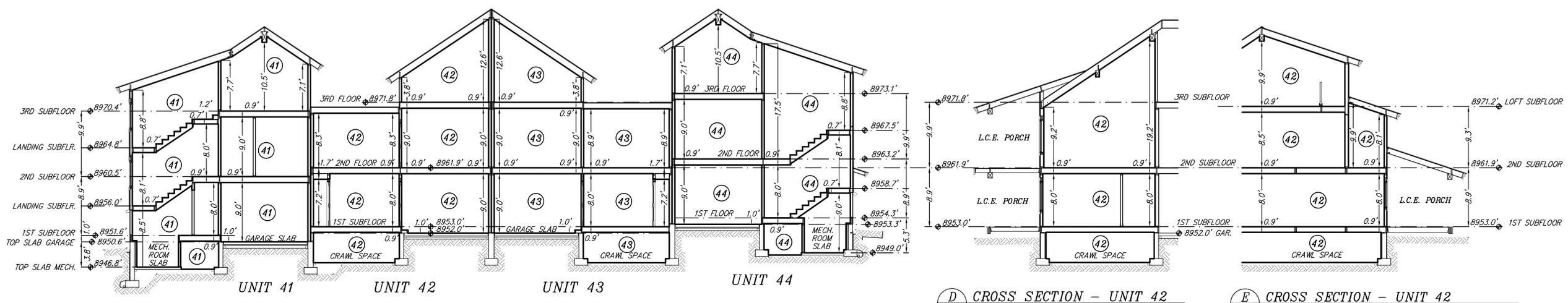
DATE: 19 May 2023  
 DRAWN BY: ADJ  
 REVIEWED BY: SLJ

REVISIONS:

CONDOMINIUM MAP of BUILDING No. 3,  
 GOLF VILLAS AT SKYLAND-FILING No. 7  
 IN TRACT D, PARTIAL REPLAT of  
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 SKYLAND-INITIAL FILING, TRACTS B-F,  
 COUNTY of GUNNISON,  
 STATE of COLORADO



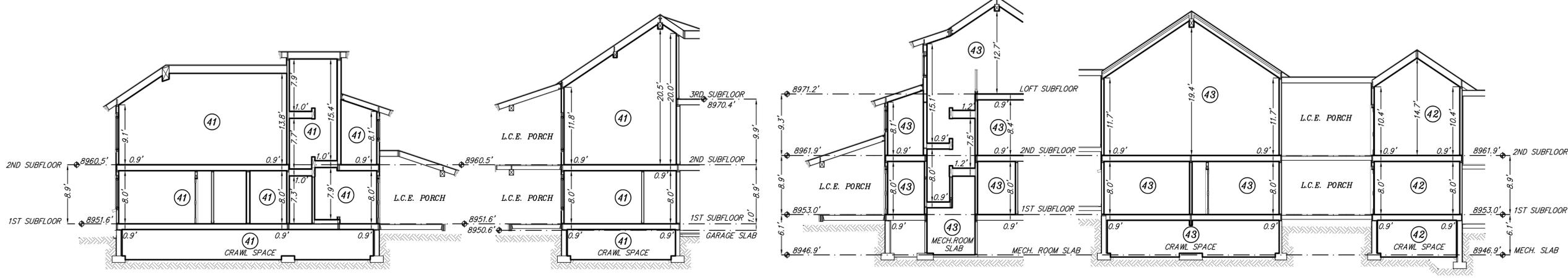
- LEGEND**
- G.C.E. - General Common Element
  - L.C.E. - Limited Common Element
  - C.H. - Ceiling Height
  - S.F. - Square Feet
  - ☒ - G.C.E. Structural Column
  - Unfinished Floor Elevation (Top of Subfloor or Conc. Floor)
  - - - Ceiling Height Step
  - Condo Unit Boundary
  - G.C.E. Bearing Wall or Shear Wall



**A** CROSS SECTION - BUILDING No. 3  
 6

**D** CROSS SECTION - UNIT 42  
 6

**E** CROSS SECTION - UNIT 42  
 6



**B** CROSS SECTION - UNIT 41  
 6

**C** CROSS SECTION - UNIT 41  
 6

**F** CROSS SECTION - UNIT 43  
 6

**G** CROSS SECTION - UNIT 43 & UNIT 42  
 6

CONDOMINIUM MAP of BUILDING No. 3,  
 GOLF VILLAS AT SKYLAND - FILING No. 7  
 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4,  
 SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F,  
 COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 8' (1/8"=1')

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

DATE: 19 May 2023  
 DRAWN BY: ADJ  
 REVIEWED BY: SLJ

REVISIONS:

CONDOMINIUM MAP of BUILDING No. 3,  
 GOLF VILLAS AT SKYLAND-FILING No. 7  
 IN TRACT D, PARTIAL REPLAT of  
 MULTIFAMILY TRACT 4,  
 SKYLAND-INITIAL FILING, TRACTS B-F,  
 COUNTY of GUNNISON,  
 STATE of COLORADO

**EIGHTH SUPPLEMENT TO CONDOMINIUM DECLARATION  
FOR GOLF VILLAS AT SKYLAND**

This Eighth Supplement to Condominium Declaration for Golf Villas at Skyland (this "Supplement"), is executed this 3<sup>rd</sup> day of JANUARY, 2024, by **Skyland Development Partners, LLC, a Colorado limited liability company** ("Declarant") upon the approval of **Golf Villas Homeowners Association, a Colorado nonprofit corporation** (the "Association") as follows:

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

1.1 Golf Villas at Skyland (the "Condominium Project") was declared and established by the filing for record of the Condominium Map bearing Reception No. 436338 (the "Condominium Map") and the Condominium Declaration recorded in Book 710 at page 770<sup>1</sup> (the "Original Declaration"), which was supplemented by that Sixth Supplement to Condominium Declaration for Golf Villas at Skyland as recorded at Reception Nos. 675994, 675995, and 675996 (the "Sixth Supplement" and together with the Original Declaration, the "Condominium Declaration").

1.2 Paragraph 37 of the Condominium Declaration, the Agreement to Finalize Development Plans within Skyland MFT-4 recorded at Reception No. 639076 (the "MFT-4 Agreement") and the Amendment to Condominium Declaration for Golf Villas at Skyland recorded at Reception No. 639079 (the "Amendment to the Declaration") establish the right to expand and enlarge the Condominium Project by constructing up to 14 additional Units on specified real property and by filing for record a supplement to the Condominium Declaration and a supplement to the Condominium Map.

1.3 Declarant has completed the construction of four additional Units on specified real property and wishes to declare and establish such additional Units and real property as part of the Condominium Project.

**2. Declaration.** Declarant does hereby publish, set forth and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be a covenant upon the land and shall run with the land as covenants thereon and shall constitute benefits and burdens to Declarant, its successors, and assigns, and to all parties hereafter acquiring any interest in the subject real property.

**3. Division of Property Into Condominium Units.** Building No. 3, Golf Villas at Skyland – Filing No. 8 as shown on and described in the

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<sup>1</sup> All references to recorded documents and to recording information are to the real property records of Gunnison County, Colorado.

Condominium Map of Building No. 3, Golf Villas at Skyland – Filing No. 8 as recorded at Reception No. \_\_\_\_\_ (the “Supplemental Condominium Map”), which depiction and descriptions are incorporated herein, and the improvements constructed thereon are hereby divided into four condominium Units, designated as Units 41, 42, 43, and 44, each consisting of a fee simple interest in a condominium Unit and an undivided fee simple interest in the Common Elements appurtenant thereto as shown by the Supplemental Condominium Map. Pursuant to paragraph 37.3 of the Condominium Declaration, the undivided fractional ownership interest in the Common Elements appurtenant to each condominium Unit in the Condominium Project shall be 1/36th.

**4. Supplemental Condominium Map.** The Supplemental Condominium Map sets forth the Unit designation of each condominium Unit and all other information required by the Condominium Declaration and the MFT-4 Agreement. The Condominium Map, Condominium Declaration, the Supplemental Condominium Map, the Amendment to the Declaration, and this Supplement are certified to contain all information required by C.R.S. § 38-33.3-209.

**5. Description of Condominium Unit.** Every instrument affecting the title to a condominium Unit set forth on the Supplemental Condominium Map may describe the condominium Unit as follows:

Condominium Unit \_\_\_\_\_, GOLF VILLAS AT SKYLAND,  
according to the Condominium Map bearing Reception No.  
\_\_\_\_\_ and the Eighth Supplement to the Condominium  
Declaration pertaining thereto recorded as Reception No.  
\_\_\_\_\_ of the records of Gunnison County, Colorado,

County of Gunnison,  
State of Colorado.

Such method of description shall be sufficient for all purposes to sell, convey, transfer and encumber or otherwise affect the condominium Unit, the undivided fractional ownership interest in the Common Elements appurtenant thereto, and all other appurtenant properties and property rights, and incorporates all the rights, duties, limitations and burdens incident to ownership of a condominium Unit as described in the Condominium Declaration.

**6. Reservation.** Declarant is the owner of, and reserves right to develop, the Parcel of Land for Building No. 2 as shown on the Supplemental Condominium Map. Declarant reserves and retains all development rights, including the rights as set forth in the MFT-4 Agreement and the Amendment

to the Declaration and subject to the terms of the MFT-4 Agreement and the Amendment to the Declaration.

**7. General.** The following provisions shall apply hereunder:

7.1 This Supplement is in addition and supplemental to the provisions contained in the Condominium Declaration.

7.2 If any of the provisions of this instrument, or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity or the remainder of this instrument, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected hereby.

7.3 Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Condominium Declaration.

**In witness whereof,** Declarant has executed this Supplement the date first written above.

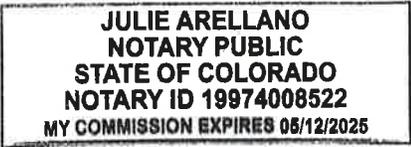
**Skyland Development Partners, LLC,  
a Colorado limited liability company**

By:   
Russell A. DeSalvo III, Manager

State of Colorado )  
County of  Pueblo  ) ss.

The foregoing Eighth Supplement to Condominium Declaration for Golf Villas at Skyland was acknowledged before me this 21st day of December 2023 2023, by Russell A. DeSalvo III, as Manager of Skyland Development Partners, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires: 5/12/2025



  
Notary Public

**APPROVAL OF GOLF VILLAS HOMEOWNERS ASSOCIATION**

Golf Villas Homeowners Association, a Colorado nonprofit corporation, hereby approves and accepts the foregoing Eighth Supplement to Condominium Declaration for Golf Villas at Skyland.

Signed this 3 day of January, <sup>2024</sup> 2023.

Carolyn Niesman  
CAROLYN NIESMAN President

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

---

**Agenda Item:** Tax Year 2023, Budget Year 2024, Certification of

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Summary of Mill Levies for Budget Year 2024. Statute requires that the BoCC certify the levies for all taxing entities in the county no later than 12/22. Certification is the Assessor's authority to

**Fiscal Impact:**

**Submitted by:** Perry W Solheim

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/16/2024

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15-DPT-AR  
3-CLR-01  
REV 11/18

County FIPS Code: 051

**Tax Year 2023  
Budget Year 2024  
Certification of Levies and Revenue  
By  
Gunnison County Commissioners**

**State of Colorado  
Division of Property Taxation  
Department of Local Affairs  
1313 Sherman Street, #419  
Denver, Colorado 80203**

Distribution:

Property Tax Administrator - 1 COPY  
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Board of County - 1 COPY

Prepared Perry W. Solheim

Phone No. 970-641-2203

CERTIFICATION OF LEVIES AND REVENUES

As of January 1, 2024

Gunnison County (051)

Summary of Levies and Revenues

Type of Levy	Assessed Valuation	General Temp Tax Credit Revenue	Bond Contractual Obligation	Overrides Transportation Revenue	Other* Revenue	Total Revenues
<b>Schools</b>						
Districts	\$1,154,515,520	\$19,029,057	\$9,817,090	\$3,848,546	\$55,330	\$32,633,320
		-\$116,702	\$0	\$0		
<b>Subtotal:</b>		\$19,029,057	\$9,817,090	\$3,848,546	\$55,330	\$32,633,320
		-\$116,702	\$0	\$0		
<b>Local Government</b>						
Counties	\$1,154,515,520	\$19,712,198	\$0	\$0	\$27,708	\$14,160,133
		-\$5,579,774	\$0	\$0		
Cities and Towns	\$517,107,170	\$2,843,131	\$0	\$0	\$2,509,072	\$4,387,688
		-\$964,515	\$0	\$0		
Local Improv. and Service	\$8,349,413,070	\$20,960,406	\$2,721,480	\$0	\$322,724	\$20,658,780
		-\$3,345,831	\$0	\$0		
<b>Subtotal:</b>		\$43,515,735	\$2,721,480	\$0	\$2,859,505	\$39,206,600
		-\$10,006,822	\$0	\$0		
<b>Total Valuation and</b>	<b>\$1,154,515,520</b>	<b>\$62,544,792</b>	<b>\$12,538,570</b>	<b>\$3,848,546</b>	<b>\$2,914,835</b>	<b>\$71,839,921</b>
		<b>-\$10,006,822</b>	<b>\$0</b>	<b>\$0</b>		

\*See detail for specific fund type and

**CERTIFICATION:**

STATE OF COLORADO )

)

) ss:

Gunnison County (051) )

)

I, \_\_\_\_\_, Chairman, Board of County

Gunnison County (051)

State of Colorado, do hereby certify that the above and foregoing are true copies of valuations as certified to County Commissioners by the levies and revenue are certified to the Assessor and Property Tax Administrator by the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my \_\_\_\_\_, Colorado, \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chairman, Board of County Commissioners

**School Districts**

District Name and Number	Assessed Value	(1) Total Program and Categorical		(3) Bond Redemption^		(5) Abatement		ADA Asbestos/Special*		Total	
		(2) Temp Tax		(4) Override Mill		(6)		Other		Levy	Revenue
		Levy	Revenue	Levy	Revenue	Levy	Revenue	Levy	Revenue		
<b>School Districts</b>											
Delta County School District 50(J) # 870	68,263,490	27.000	1,843,114	3.924	267,866	0.036	2,457	0.000	0	29.616	2,021,692
		-1.344	-91,746	0.000	0	0.000	0	0.000	0		
Gunnison RE1J School District # 1360	1,078,024,010	15.736	16,963,786	8.835	9,524,342	0.049	52,823	0.000	0	28.190	30,389,497
		0.000	0	3.570	3,848,546	0.000	0	0.000	0		
Montrose County RE-1J School District # 2180	8,228,020	27.000	222,157	3.024	24,882	0.006	49	0.000	0	26.997	222,132
		-3.033	-24,956	0.000	0	0.000	0	0.000	0		
<b>Total:</b>	<b>\$1,154,515,520</b>		<b>\$19,029,057</b>		<b>\$9,817,090</b>		<b>\$55,330</b>		<b>\$0</b>		<b>\$32,633,320</b>
			<b>-\$116,702</b>		<b>\$3,848,546</b>		<b>\$0</b>		<b>\$0</b>		

**County Purposes**

	Assessed Value	(1) General		(3) Bond Redemption^		Capital / Special*		Total			
		(2) Temp Tax		(4) Contractual		Abatement		Levy	Revenue		
		Levy	Revenue	Levy	Revenue	Date	Term			Levy	Revenue
General	\$1,154,515,520	15.787	\$18,226,337	0.000	\$0^			0.000	\$0	10.978	\$12,674,271
		-4.833	-\$5,579,774	0.000	\$0~			0.024	\$27,708		
Public Welfare	\$1,154,515,520	0.379	\$437,561	0.000	\$0^			0.000	\$0	0.379	\$437,561
		0.000	\$0	0.000	\$0~			0.000	\$0		
Public Hospital	\$1,154,515,520	0.908	\$1,048,300	0.000	\$0^			0.000	\$0	0.908	\$1,048,300
		0.000	\$0	0.000	\$0~			0.000	\$0		
<b>Total:</b>	<b>\$1,154,515,520</b>	<b>17.074</b>	<b>\$19,712,198</b>	<b>0.000</b>	<b>\$0^</b>			<b>0.000</b>	<b>\$0</b>	<b>12.265</b>	<b>\$14,160,133</b>
		<b>-55797</b>	<b>-\$5,579,774</b>	<b>0.000</b>	<b>\$0~</b>			<b>0.024</b>	<b>\$27,708</b>		

**Cities and Towns**

	Assessed Value	(1) General		(3) Bond Redemption^			Capital / Special*		Total		
		(2) Temp Tax		(4) Contractual			Abatement		Levy	Revenue	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy			Revenue
Crested Butte	\$177,137,740	7.300	\$1,293,106	0.000	\$0 ^			8.000	\$1,417,102	9.855	\$1,745,692
		-5.445	-\$964,515					0.000	\$0		
Gunnison	\$126,669,790	3.868	\$489,959	0.000	\$0 ^			0.000	\$0	3.868	\$489,959
		0.000	\$0					0.000	\$0		
Marble	\$6,037,860	6.505	\$39,276	0.000	\$0 ^			0.000	\$0	6.505	\$39,276
		0.000	\$0					0.000	\$0		
Mt. Crested Butte	\$200,546,640	5.000	\$1,002,733	0.000	\$0 ^			5.378	\$1,078,540	10.378	\$2,081,273
		0.000	\$0					0.000	\$0		
Pitkin	\$6,715,140	2.689	\$18,057	0.000	\$0 ^			2.000	\$13,430	4.689	\$31,487
		0.000	\$0					0.000	\$0		
<b>Total:</b>	\$517,107,170		\$2,843,131		\$0 ^				\$2,509,072		\$4,387,688
			-\$964,515		\$0 ~				\$0		

**Local Improvement and Service Districts**

	Assessed Value	(1) General		(3) Bond Redemption^			Capital / Special*		Total		
		(2) Temp Tax		(4) Contractual			Abatement		Levy	Revenue	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy			Revenue
<b>Metropolitan Districts</b>											
Crested Butte South Metropolitan District	\$60,281,660	14.363	\$865,825	0.000	\$0 ^			0.000	\$0	7.766	\$468,147
		-6.597	-\$397,678	0.000	\$0 ~			0.000	\$0		
Gunnison Rising Metropolitan District No. 1	\$240	0.000	\$0	0.000	\$0 ^			0.000	\$0	0.000	\$0
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Gunnison Rising Metropolitan District No. 2	\$3,462,840	47.232	\$163,557	0.000	\$0 ^			0.000	\$0	47.232	\$163,557
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Gunnison Rising Metropolitan District No. 3	\$13,280	49.432	\$656	0.000	\$0 ^			0.000	\$0	49.432	\$656
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Gunnison Rising Metropolitan District No. 4	\$10,480	49.432	\$518	0.000	\$0 ^			0.000	\$0	49.432	\$518
		0.000	\$0	0.000	\$0 ~			0.000	\$0		

**Local Improvement and Service Districts**

	Assessed Value	(1) General		(3) Bond Redemption^		Date	Term	Capital / Special*		Total	
		(2) Temp Tax		(4) Contractual				Abatement		Levy	Revenue
		Levy	Revenue	Levy	Revenue			Levy	Revenue	Levy	Revenue
<b>Metropolitan Districts</b>											
Reserve Metropolitan District No. 1	\$8,590	0.000	\$0	0.000	\$0 ^			0.000	\$0	0.000	\$0
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Reserve Metropolitan District No. 2	\$27,474,850	6.400	\$175,839	0.000	\$0 ^			0.000	\$0	6.400	\$175,839
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Reserve Metropolitan District No. 2 - Bond 2016A	\$31,207,140	0.000	\$0	18.255	\$569,686 ^	2024	20	0.000	\$0	18.255	\$569,686
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Reserve Metropolitan District No. 2 - Bond 2016B	\$27,474,870	0.000	\$0	2.498	\$68,632 ^	2024	20	0.000	\$0	2.498	\$68,632
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Reserve Metropolitan District No. 2 - Bond 2016C	\$27,474,870	0.000	\$0	2.219	\$60,967 ^	2024	20	0.000	\$0	2.219	\$60,967
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Skyland Metropolitan District	\$56,835,790	10.293	\$585,011	4.046	\$229,958 ^	2024	20	0.000	\$0	14.339	\$814,968
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
<b>Total:</b>	\$234,244,610		\$1,791,407		\$929,243 ^				\$0		\$2,322,971
			-\$397,678		\$0 ~				\$0		
<b>Park &amp; Recreation Districts</b>											
Gunnison County Metro Rec Dist-Crested Butte Subdist	\$676,390,210	2.000	\$1,352,780	0.000	\$0 ^			0.000	\$0	2.000	\$1,352,780
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Gunnison County Metropolitan Recreation District	\$1,057,055,700	1.000	\$1,057,056	0.000	\$0 ^			0.000	\$0	1.000	\$1,057,056
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
<b>Total:</b>	\$1,733,445,910		\$2,409,836		\$0 ^				\$0		\$2,409,836
			\$0		\$0 ~				\$0		

**Fire Protection Districts**

**Local Improvement and Service Districts**

	Assessed Value	(1) General		(3) Bond Redemption^		Date	Term	Capital / Special*		Total	
		(2) Temp Tax	Revenue	(4) Contractual	Revenue			Abatement	Revenue	Levy	Revenue
		Levy	Revenue	Levy	Revenue			Levy	Revenue	Levy	Revenue
<b>Fire Protection Districts</b>											
Arrowhead Fire Protection District	\$17,765,660	4.518	\$80,265	0.000	\$0 ^			0.000	\$0	4.518	\$80,265
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Carbondale & Rural Fire Protection District	\$24,086,420	10.472	\$252,233	1.436	\$34,588 ^	2024	20	0.633	\$15,247	11.564	\$278,535
		-1.000	-\$24,086	0.000	\$0 ~			0.023	\$554		
Crested Butte Fire Protection District	\$676,390,210	10.079	\$6,817,337	2.557	\$1,729,530 ^	2024	20	0.000	\$0	10.645	\$7,200,174
		-2.013	-\$1,361,573	0.000	\$0 ~			0.022	\$14,881		
Gunnison County Fire Protection District	\$241,746,650	3.330	\$805,016	0.000	\$0 ^			1.170	\$282,844	4.514	\$1,091,244
		0.000	\$0	0.000	\$0 ~			0.014	\$3,384		
Ragged Mountain Fire Protection District	\$58,061,140	3.350	\$194,505	0.000	\$0 ^			0.000	\$0	2.395	\$139,056
		-0.955	-\$55,448	0.000	\$0 ~			0.000	\$0		
<b>Total:</b>	\$1,018,050,080		\$8,149,356		\$1,764,118 ^				\$298,090		\$8,789,275
			-\$1,441,108		\$0 ~				\$18,819		
<b>Water Conservancy Districts</b>											
Bostwick Park Water Conservancy District	\$4,296,680	0.981	\$4,215	0.000	\$0 ^			0.000	\$0	0.858	\$3,687
		-0.124	-\$533	0.000	\$0 ~			0.001	\$4		
Crawford Water Conservancy District	\$57,280	0.448	\$26	0.000	\$0 ^			0.000	\$0	0.424	\$24
		-0.024	-\$1	0.000	\$0 ~			0.000	\$0		
Fruitland Mesa Water Conservancy District	\$126,390	0.000	\$0	0.000	\$0 ^			0.000	\$0	0.000	\$0
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
North Fork Water Conservancy District	\$56,239,160	0.061	\$3,431	0.500	\$28,120 ^	2024	20	0.000	\$0	0.561	\$31,550
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Upper Gunnison River Water Conservancy District	\$1,036,779,200	1.951	\$2,022,756	0.000	\$0 ^			0.000	\$0	1.951	\$2,022,756
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
<b>Total:</b>	\$1,097,498,710		\$2,030,428		\$28,120 ^				\$0		\$2,058,017
			-\$534		\$0 ~				\$4		

**Local Improvement and Service Districts**

	Assessed Value	(1) General		(3) Bond Redemption^		Date	Term	Capital / Special*		Total	
		(2) Temp Tax		(4) Contractual				Abatement		Levy	Revenue
		Levy	Revenue	Levy	Revenue			Levy	Revenue		
<b>Other</b>											
Colorado River Water Conservation District	\$1,154,515,520	0.500	\$577,258	0.000	\$0 ^			0.000	\$0	0.500	\$577,258
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
East River Regional Sanitation District	\$106,407,920	1.083	\$115,240	0.000	\$0 ^			0.000	\$0	1.083	\$115,240
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Gunnison Cemetery District No. 1	\$326,168,480	0.764	\$249,193	0.000	\$0 ^			0.000	\$0	0.765	\$249,519
		0.000	\$0	0.000	\$0 ~			0.001	\$326		
Gunnison County Library District	\$1,154,515,520	2.164	\$2,498,372	0.000	\$0 ^			0.000	\$0	2.167	\$2,501,835
		0.000	\$0	0.000	\$0 ~			0.003	\$3,464		
Gunnison Valley Regional Housing Authority	\$1,154,515,520	0.000	\$0	0.000	\$0 ^			0.000	\$0	0.000	\$0
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
Mt. Crested Butte Water & Sanitation District	\$224,550,720	12.309	\$2,763,995	0.000	\$0 ^			-0.327	\$-73,428	5.609	\$1,259,505
		-6.382	-\$1,433,083	0.000	\$0 ~			0.009	\$2,021		
Mt. Crested Butte, Colorado Downtown Development Authority	\$74,924,080	0.000	\$0	0.000	\$0 ^			0.000	\$0	0.000	\$0
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
North Fork Ambulance Health Service District	\$70,576,000	5.318	\$375,323	0.000	\$0 ^			0.000	\$0	5.318	\$375,323
		0.000	\$0	0.000	\$0 ~			0.000	\$0		
<b>Total:</b>	\$4,266,173,760		\$6,579,380		\$0 ^				\$0		\$5,078,680
			-\$1,506,511		\$0 ~				\$5,811		
<b>Local Improvement and Service District</b>	\$4,266,173,760		\$20,960,406		\$2,721,480 ^				\$298,090		\$20,658,780
			-\$3,345,831		\$0 ~				\$24,634		

**Tax Increment Finance**

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<b>TIF (LG ID)</b>	<b>Entity</b>	<b>Increment Assessed Value</b>	<b>Revenue</b>
Mt. Crested Butte, Colorado Downtown Development Authority (26019)	Colorado River Water Conservation District	19,612,860	9,806
	Crested Butte Fire Protection District	19,612,680	208,779
	Gunnison County	19,612,860	240,552
	Gunnison County Library District	19,612,680	42,501
	Gunnison County Metro Rec Dist-Crested Butte Subdist	19,612,680	39,226
	Gunnison County Metropolitan Recreation District	19,612,680	19,613
	Gunnison RE1J School District	19,612,860	552,542
	Mt. Crested Butte	19,612,860	203,542
	Mt. Crested Butte Water & Sanitation District	19,612,860	110,009
	Upper Gunnison River Water Conservancy District	19,612,680	38,265

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

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**Agenda Item:** Letter of Support; Community Business Preservation

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached materials that were provided by Region 10 relative to the Community Business Preservation Program.

**Fiscal Impact:**

**Submitted by:** Katherine Haase for Region 10

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/4/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Not seeing any legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/4/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirnie

Discharge Date: 1/5/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/16/2024

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**Gunnison County Board of County Commissioners**

Phone: (970) 641-0248 | Fax: (970) 641-3061

Email: [bocc@gunnisoncounty.org](mailto:bocc@gunnisoncounty.org)

Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

January 16, 2024

Leslie Hilton-Hinga

[leslie.hylton-hinga@state.co.us](mailto:leslie.hylton-hinga@state.co.us)

RE: Community Business Preservation Program

Dear Ms. Hylton-Hinga,

Please consider this letter of support for the businesses applying from within the City of Gunnison for the Community Business Preservation Program Grant - Agave Family Mexican Restaurant LLC, D'Luna Mexican Store, El Paraiso Family Mexican Restaurant LLC, and CJMTZ Painting LLC.

These four businesses provide goods and services that are essential for our community, both for the residents of the Gunnison Valley and for the myriad of visitors who come to the area each year. Together they contribute to the vibrancy and diversity of our business community. The owners have not only created businesses that are reputable and serve the region, but they have also become leaders in the Hispanic community and the community as a whole, and others look to these individuals for opportunities such as jobs and for their experience and knowledge in operating a small business.

These Hispanic-owned businesses are also able to provide a culturally significant value here in the Gunnison community by bringing a taste of Mexico, Central America, and Latin American flavors into our community. They remind newcomers of their home country, by being places where they can find some of the familiar foods that they are accustomed to having back home. Even more than this, they create a mix of cultures within our small mountain town and bring an international flavor to the palettes of many customers, whether they be locals or tourists.

Our hope is that the funds from this grant can provide these small businesses with an opportunity to not just continue with business as usual, which gets a bit more challenging each year with increasing costs and demand from our growing population of residents and visitors, but to take a significant step forward and get ahead, making improvements that will help turn their businesses into a lasting legacy that has a secure place in our evolving community.

These businesses can also set the example for other minority or immigrant-owned businesses that the American dream is possible. With such a busy workload, businesses may sometimes overlook these opportunities to receive funding support, and some end up suffering and potentially closing down their business. The hope is that these entrepreneurs can motivate others to pursue opportunities that can support their dreams and help them thrive in the place they now call home.

Sincerely,

Jonathan Houck, Chairperson

Liz Smith, Commissioner

Laura Puckett-Daniels, Commissioner

**Community Business Preservation applicants may not submit this version of the application for the program. This document is instead intended to help applicants collect responses prior to submitting them via the required [Google Form](#).**

## **Community Business Preservation Program Application**

**Section 1: Application Instructions:** To apply for the Community Business Preservation Program (CBPP) interested groups of businesses (2-6 businesses total) must collaborate with a local sponsoring entity (*e.g.*, local government, economic development organization, business improvement district, community-based nonprofit). The sponsoring entity and the 2-6 businesses will complete a single application.

After completing and submitting [the CBPP Google Form](#), you must also submit the following other elements in order for your application to be considered complete:

1. The spreadsheet referenced under Section 2, Question 2 of the Form;
2. The letters of support referenced under Section 2, Question 5 of the Form; and
3. The Certificates of Good Standing referenced under Section 2, Question 6 of the Form.

You should submit the finalized spreadsheet, letters of support, and Certificates of Good Standing via email to [leslie.hylton-hinga@state.co.us](mailto:leslie.hylton-hinga@state.co.us) with the subject line CBPP Application\_Your Community's Name (which should match your answer to Section 2, Question 2).

While completing the CBPP Form, please pay close attention to the instructions at the beginning of each section, as well as the following overview:

- Section 1 - Application Instructions
- Section 2 - Eligibility Questions (all questions required but not scored): Each sponsoring entity, in coordination with the applicant businesses, will answer the questions in this section.
- Section 3 - Community Questions (all questions required and scored): Each sponsoring entity, in coordination with the applicant businesses, will answer the questions in this section.
- Sections 4-9 - Business Questions (all questions are required but only questions 3-5 are scored): Each section corresponds to a different applicant business, meaning each applicant business is required to complete the entirety of one of these sections. Applicants only need to complete one of these sections for each applicant business they have, meaning applicants with fewer than 6 applicant businesses will have sections leftover.

The CBPP Form will automatically save as you fill it out, but you will not be able to alter your application after you click "Submit" on the final page.

**Community Business Preservation applicants may not submit this version of the application for the program. This document is instead intended to help applicants collect responses prior to submitting them via the required [Google Form](#).**

**Section 2: Eligibility Questions:** The questions in this section are all required but not scored. Each sponsoring entity, in coordination with the applicant businesses, will answer the questions in this section.

1. Please provide your community's name. This can be your town, your street, or any other short description of where your applicant businesses are located. This is the name that OEDIT will associate with your application moving forward.
2. [Email in the completed sheet] Please provide basic contact information for the sponsoring entity and each applicant business in the following spreadsheet: <https://docs.google.com/spreadsheets/d/1YJtnQ86Wsl5hholKein7ADqGJGBVguB1OHQgXkKeX1s/copy>. To complete, click on the link above, "make a copy", and fill in the spreadsheet with your information.
3. Please provide a brief description (3-5 sentences) of the geographic area where the applicant businesses are located. The businesses should be geographically proximate to one another.
4. [Box check question] You must certify to the following: We certify that neither the sponsoring entity nor any of the applicant businesses have been adjudicated to be in violation of any federal, state, or local laws affecting the health, safety, or working conditions of employees for at least the prior five years; We certify that, if awarded, the sponsoring entity has the operating capacity to receive a single award from OEDIT and then distribute grant funds to the applicant businesses in accordance with the award amounts provided by OEDIT; We certify that, if awarded, the sponsoring entity and all of the applicant businesses will abide by the conditions of funding (provided under the Conditions of Funding section of the webpage).
5. [Email in the letters] Please provide 2-3 letters of support for your application from local leadership (city/town councils, mayors, county commissioners, relevant town/county boards, broad community-based organizations, etc.).
6. [Email in the certificates] Please provide certificates of good standing from the Colorado Secretary of State for both the sponsoring entity (if not a government entity) and each of the businesses participating in your application.
7. For the sponsoring entity, please disclose if and how you are connected financially or personally to any of the applicant businesses you're collaborating with in this application.
8. [Box check question] For the sponsoring entity, please confirm that the following are true: Your organization is a nonprofit that has been granted IRS tax-exempt status or is a governmental entity; Your organization has at least one full-time or part-time employee; Your organization is not a religious organization, an organization with greater than 15%

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of budget spent on political advocacy and/or lobbying, or an organization based outside of Colorado.

**Section 3: Community Questions:** The questions in this section are all required and scored. Each sponsoring entity, in coordination with the applicant businesses, will answer the questions in this section. In answering these questions, the sponsoring entity should convey the impact of the applicant businesses taken together and their collective value to your community, rather than the impact of each individual business. Section 4 will provide an opportunity for each business to describe their individual impact in greater detail.

1. Please describe (in 2-3 paragraphs) the applicant businesses, and define, in your own terms, the community served by the businesses as a group – *i.e.*, not the community served by each individual business. Information about the community served may include information about the residents and/or visitors that are served by these businesses and any socioeconomic factors relevant to those residents and/or visitors.
2. [Box check question] Are the applicant businesses located in one or more of the following designated areas? Please check all that apply.
  - [HUBZone Interactive Map](#)
  - [Enterprise Zone Interactive Map](#)
  - [Opportunity Zone Interactive Map](#)
  - Tier One Coal Transition Community - Morgan County, Pueblo County, West End of Montrose County (Towns of Nucla and Naturita, as well as Norwood in San Miguel County), and the Yampa Valley (Rio Blanco, Moffat, and Routt Counties).
  - Eligible Rural Jump-Start Zone - Counties of Alamosa, Archuleta, Baca, Bent, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Fremont, Garfield, Hinsdale, Huerfano, Jackson, Kiowa, Kit Carson, Lake, Las Animas, Lincoln, Logan, Mesa, Mineral, Moffat, Montezuma, Montrose, Morgan, Otero, Phillips, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, Sedgwick, Washington, and Yuma.
3. Describe, in your own terms (in 2-3 paragraphs), the cultural, social, and/or historical significance of the applicant businesses as a group, as well as the economic impact of that significance to the community overall. The economic impact may include, but is not limited to, jobs, sales tax revenue, visitation, services, etc.

In describing the cultural significance of the applicant businesses as a whole, include information on any relevant shared characteristics or values of the businesses and information on how they actively or passively work together to offer a unique and collective experience to the public or otherwise serve their community.

4. Describe, in your own terms (in 2-3 paragraphs), any overarching financial insecurities or destabilizing pressures impacting the overall economic well-being of your applicant

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businesses and/or your community as a whole. Consider how these destabilizing pressures threaten the cultural legacy of the businesses participating in your application and/or your community as a whole.

These pressures could include broader, regional pressures and/or more localized pressures specific to your street(s) and/or town, including, but not limited to, changes in outside investment trends, gentrification, migration flows, longer-term impacts of COVID-19, industry transitions, business transitions, industry consolidation, climate-related impacts, etc.

**Section 4: Business #1 Questions:** The questions in this section are all required but only questions 3-5 are scored. The applicant business listed as Business #1 in the spreadsheet requested under Section 2, Question 2 should answer the questions in this section. In answering questions 3-5, each applicant business should convey their individual impact and value to the community. These questions are also an opportunity for each applicant businesses to provide individual and specific examples of some of the themes, shared values, or common destabilizing pressures described in Section 3.

1. Please provide the name of your business.
2. [Box check question] Please confirm that the following are true: Your business is not a franchise; Your primary business location is in the State of Colorado; Your business was fully operational on or prior to September 22, 2021. This can include the restarting or revamping of a business that was in existence prior to September 22, 2021.
3. Describe your business (in 1-3 paragraphs), including a mission statement if you have one, and define, in your own terms, the community served by the business. Information about the community served may include information about the residents that are served by your business and any socioeconomic factors relevant to those residents.
4. Describe (in 1-3 paragraphs), in your own terms, the cultural, social, and/or historical significance of your business and the economic impact of that significance to the community overall. The economic impact should be specific to your business and may include, but is not limited to, jobs, sales tax revenue, visitation, services, etc.

In describing the cultural significance of your business, include details about the products and services that you offer the community that you serve or strive to serve with your business and what unique role or need is fulfilled by your business.

5. Describe (in 1-3 paragraphs), in your own terms, any specific financial insecurities or destabilizing pressures impacting your business' success and economic viability. This could include specific examples of the destabilizing pressures described by the

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sponsoring entity in Section 3 or other, more individual financial hardships specific to your business.

6. Please request an amount of grant funds, between \$10,000 and \$50,000.
7. Please provide a list of potential uses or categories of uses and associated cost estimates equal to the total amount requested in Question 5 above. Proposed uses should ideally be one-time expenses, not everyday operating expenses. Some examples of proposed uses include infrastructure and façade improvements, technology upgrades, permitting or licensing fees, and hired contract work. Using grant funds for working capital or recurring expenses may be possible in limited circumstances.
8. Please describe (in 1-2 paragraphs) the impact that receiving the funds for your proposed uses would have on the long-term viability of your business. If working capital or use on recurring expenses is necessary, explain why and the impact of not receiving grant funds for that purpose.
9. Please explain (in 1-2 paragraphs) whether your request is scalable – *i.e.*, if your business were to receive less funding than requested, which proposed uses would you prioritize, and how do you think it would affect the overall impact of the award.
10. Please provide your business' most recent annual gross revenue.
11. Please describe (in 1-2 paragraphs) potential areas of training and consultation support that you believe your business may benefit from. This could include, but is not limited to, business plan development, marketing, sales, manufacturing, technology, legal, finance/accounting, human resources, staffing, packaging, innovation, etc.

**Section 5: Business #2 Questions:** The questions in this section are all required but only questions 3-5 are scored. The applicant business listed as Business #2 in the spreadsheet requested under Section 2, Question 1 should answer the questions in this section. In answering questions 3-5, each applicant business should convey their individual impact and value to the community. These questions are also an opportunity for each applicant business to provide individual and specific examples of some of the themes, shared values, or common destabilizing pressures described in Section 3.

1. Please provide the name of your business.
2. [Box check question] Please confirm that the following are true: Your business is not a franchise; Your primary business location is in the State of Colorado; Your business was fully operational on or prior to September 22, 2021. This can include the restarting or revamping of a business that was in existence prior to September 22, 2021.

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3. Describe your business (in 1-3 paragraphs), including a mission statement if you have one, and define, in your own terms, the community served by the business. Information about the community served may include information about the residents that are served by your business and any socioeconomic factors relevant to those residents.
4. Describe (in 1-3 paragraphs), in your own terms, the cultural, social, and/or historical significance of your business and the economic impact of that significance to the community overall. The economic impact should be specific to your business and may include, but is not limited to, jobs, sales tax revenue, visitation, services, etc.

In describing the cultural significance of your business, include details about the products and services that you offer the community that you serve or strive to serve with your business and what unique role or need is fulfilled by your business.

5. Describe (in 1-3 paragraphs), in your own terms, any specific financial insecurities or destabilizing pressures impacting your business' success and economic viability. This could include specific examples of the destabilizing pressures described by the sponsoring entity in Section 3 or other, more individual financial hardships specific to your business.
6. Please request an amount of grant funds, between \$10,000 and \$50,000.
7. Please provide a list of potential uses or categories of uses and associated cost estimates equal to the total amount requested in Question 5 above. Proposed uses should ideally be one-time expenses, not everyday operating expenses. Some examples of proposed uses include infrastructure and façade improvements, technology upgrades, permitting or licensing fees, and hired contract work. Using grant funds for working capital or recurring expenses may be possible in limited circumstances.
8. Please describe (in 1-2 paragraphs) the impact that receiving the funds for your proposed uses would have on the long-term viability of your business. If working capital or use on recurring expenses is necessary, explain why and the impact of not receiving grant funds for that purpose.
9. Please explain (in 1-2 paragraphs) whether your request is scalable – *i.e.*, if your business were to receive less funding than requested, which proposed uses would you prioritize, and how do you think it would affect the overall impact of the award.
10. Please provide your business' most recent annual gross revenue.
11. Please describe (in 1-2 paragraphs) potential areas of training and consultation support that you believe your business may benefit from. This could include, but is not limited to,

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business plan development, marketing, sales, manufacturing, technology, legal, finance/accounting, human resources, staffing, packaging, innovation, etc.

**Section 6: Business #3 Questions:** The questions in this section are all required if you have at least three applicant businesses but only questions 3-5 scored. Please click "Next" at the bottom of the page if this section does not apply to you. The applicant business listed as Business #3 in the spreadsheet requested under Section 2, Question 1 should answer the questions in this section. In answering questions 3-5, each applicant business should convey their individual impact and value to the community. These questions are also an opportunity for each applicant business to provide individual and specific examples of some of the themes, shared values, or common destabilizing pressures described in Section 3.

1. Please provide the name of your business.
2. [Box check question] Please confirm that the following are true: Your business is not a franchise; Your primary business location is in the State of Colorado; Your business was fully operational on or prior to September 22, 2021. This can include the restarting or revamping of a business that was in existence prior to September 22, 2021.
3. Describe your business (in 1-3 paragraphs), including a mission statement if you have one, and define, in your own terms, the community served by the business. Information about the community served may include information about the residents that are served by your business and any socioeconomic factors relevant to those residents.
4. Describe (in 1-3 paragraphs), in your own terms, the cultural, social, and/or historical significance of your business and the economic impact of that significance to the community overall. The economic impact should be specific to your business and may include, but is not limited to, jobs, sales tax revenue, visitation, services, etc.

In describing the cultural significance of your business, include details about the products and services that you offer the community that you serve or strive to serve with your business and what unique role or need is fulfilled by your business.

5. Describe (in 1-3 paragraphs), in your own terms, any specific financial insecurities or destabilizing pressures impacting your business' success and economic viability. This could include specific examples of the destabilizing pressures described by the sponsoring entity in Section 3 or other, more individual financial hardships specific to your business.
6. Please request an amount of grant funds, between \$10,000 and \$50,000.
7. Please provide a list of potential uses or categories of uses and associated cost estimates equal to the total amount requested in Question 5 above. Proposed uses

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should ideally be one-time expenses, not everyday operating expenses. Some examples of proposed uses include infrastructure and façade improvements, technology upgrades, permitting or licensing fees, and hired contract work. Using grant funds for working capital or recurring expenses may be possible in limited circumstances.

8. Please describe (in 1-2 paragraphs) the impact that receiving the funds for your proposed uses would have on the long-term viability of your business. If working capital or use on recurring expenses is necessary, explain why and the impact of not receiving grant funds for that purpose.
9. Please explain (in 1-2 paragraphs) whether your request is scalable – *i.e.*, if your business were to receive less funding than requested, which proposed uses would you prioritize, and how do you think it would affect the overall impact of the award.
10. Please provide your business' most recent annual gross revenue.
11. Please describe (in 1-2 paragraphs) potential areas of training and consultation support that you believe your business may benefit from. This could include, but is not limited to, business plan development, marketing, sales, manufacturing, technology, legal, finance/accounting, human resources, staffing, packaging, innovation, etc.

**Section 7: Business #4 Questions:** The questions in this section are all required if you have at least four applicant businesses but only questions 3-5 are scored. Please click "Next" at the bottom of the page if this section does not apply to you. The applicant business listed as Business #4 in the spreadsheet requested under Section 2, Question 1 should answer the questions in this section. In answering questions 3-5, each applicant business should convey their individual impact and value to the community. These questions are also an opportunity for each applicant business to provide individual and specific examples of some of the themes, shared values, or common destabilizing pressures described in Section 3.

1. Please provide the name of your business.
2. [Box check question] Please confirm that the following are true: Your business is not a franchise; Your primary business location is in the State of Colorado; Your business was fully operational on or prior to September 22, 2021. This can include the restarting or revamping of a business that was in existence prior to September 22, 2021.
3. Describe your business (in 1-3 paragraphs), including a mission statement if you have one, and define, in your own terms, the community served by the business. Information about the community served may include information about the residents that are served by your business and any socioeconomic factors relevant to those residents.

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4. Describe (in 1-3 paragraphs), in your own terms, the cultural, social, and/or historical significance of your business and the economic impact of that significance to the community overall. The economic impact should be specific to your business and may include, but is not limited to, jobs, sales tax revenue, visitation, services, etc.

In describing the cultural significance of your business, include details about the products and services that you offer the community that you serve or strive to serve with your business and what unique role or need is fulfilled by your business.

5. Describe (in 1-3 paragraphs), in your own terms, any specific financial insecurities or destabilizing pressures impacting your business' success and economic viability. This could include specific examples of the destabilizing pressures described by the sponsoring entity in Section 3 or other, more individual financial hardships specific to your business.
6. Please request an amount of grant funds, between \$10,000 and \$50,000.
7. Please provide a list of potential uses or categories of uses and associated cost estimates equal to the total amount requested in Question 5 above. Proposed uses should ideally be one-time expenses, not everyday operating expenses. Some examples of proposed uses include infrastructure and façade improvements, technology upgrades, permitting or licensing fees, and hired contract work. Using grant funds for working capital or recurring expenses may be possible in limited circumstances.
8. Please describe (in 1-2 paragraphs) the impact that receiving the funds for your proposed uses would have on the long-term viability of your business. If working capital or use on recurring expenses is necessary, explain why and the impact of not receiving grant funds for that purpose.
9. Please explain (in 1-2 paragraphs) whether your request is scalable – *i.e.*, if your business were to receive less funding than requested, which proposed uses would you prioritize, and how do you think it would affect the overall impact of the award.
10. Please provide your business' most recent annual gross revenue.
11. Please describe (in 1-2 paragraphs) potential areas of training and consultation support that you believe your business may benefit from. This could include, but is not limited to, business plan development, marketing, sales, manufacturing, technology, legal, finance/accounting, human resources, staffing, packaging, innovation, etc.

**Section 8: Business #5 Questions:** The questions in this section are all required if you have at least five applicant businesses but only questions 3-5 are scored. Please click "Next" at the bottom of the page if this section does not apply to you. The applicant

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business listed as Business #5 in the spreadsheet requested under Section 2, Question 1 should answer the questions in this section. In answering questions 3-5, each applicant business should convey their individual impact and value to the community. These questions are also an opportunity for each applicant business to provide individual and specific examples of some of the themes, shared values, or common destabilizing pressures described in Section 3.

1. Please provide the name of your business.
2. [Box check question] Please confirm that the following are true: Your business is not a franchise; Your primary business location is in the State of Colorado; Your business was fully operational on or prior to September 22, 2021. This can include the restarting or revamping of a business that was in existence prior to September 22, 2021.
3. Describe your business (in 1-3 paragraphs), including a mission statement if you have one, and define, in your own terms, the community served by the business. Information about the community served may include information about the residents that are served by your business and any socioeconomic factors relevant to those residents.
4. Describe (in 1-3 paragraphs), in your own terms, the cultural, social, and/or historical significance of your business and the economic impact of that significance to the community overall. The economic impact should be specific to your business and may include, but is not limited to, jobs, sales tax revenue, visitation, services, etc.

In describing the cultural significance of your business, include details about the products and services that you offer the community that you serve or strive to serve with your business and what unique role or need is fulfilled by your business.

5. Describe (in 1-3 paragraphs), in your own terms, any specific financial insecurities or destabilizing pressures impacting your business' success and economic viability. This could include specific examples of the destabilizing pressures described by the sponsoring entity in Section 3 or other, more individual financial hardships specific to your business.
6. Please request an amount of grant funds, between \$10,000 and \$50,000.
7. Please provide a list of potential uses or categories of uses and associated cost estimates equal to the total amount requested in Question 5 above. Proposed uses should ideally be one-time expenses, not everyday operating expenses. Some examples of proposed uses include infrastructure and façade improvements, technology upgrades, permitting or licensing fees, and hired contract work. Using grant funds for working capital or recurring expenses may be possible in limited circumstances.

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8. Please describe (in 1-2 paragraphs) the impact that receiving the funds for your proposed uses would have on the long-term viability of your business. If working capital or use on recurring expenses is necessary, explain why and the impact of not receiving grant funds for that purpose.
9. Please explain (in 1-2 paragraphs) whether your request is scalable – *i.e.*, if your business were to receive less funding than requested, which proposed uses would you prioritize, and how do you think it would affect the overall impact of the award.
10. Please provide your business' most recent annual gross revenue.
11. Please describe (in 1-2 paragraphs) potential areas of training and consultation support that you believe your business may benefit from. This could include, but is not limited to, business plan development, marketing, sales, manufacturing, technology, legal, finance/accounting, human resources, staffing, packaging, innovation, etc.

**Section 9: Business #6 Questions:** The questions in this section are all required if you have six applicant businesses but only questions 3-5 are scored. Please click "Next" at the bottom of the page if this section does not apply to you. The applicant business listed as Business #6 in the spreadsheet requested under Section 2, Question 1 should answer the questions in this section. In answering questions 3-5, each applicant business should convey their individual impact and value to the community. These questions are also an opportunity for each applicant business to provide individual and specific examples of some of the themes, shared values, or common destabilizing pressures described in Section 3.

1. Please provide the name of your business.
2. [Box check question] Please confirm that the following are true: Your business is not a franchise; Your primary business location is in the State of Colorado; Your business was fully operational on or prior to September 22, 2021. This can include the restarting or revamping of a business that was in existence prior to September 22, 2021.
3. Describe your business (in 1-3 paragraphs), including a mission statement if you have one, and define, in your own terms, the community served by the business. Information about the community served may include information about the residents that are served by your business and any socioeconomic factors relevant to those residents.
4. Describe (in 1-3 paragraphs), in your own terms, the cultural, social, and/or historical significance of your business and the economic impact of that significance to the community overall. The economic impact should be specific to your business and may include, but is not limited to, jobs, sales tax revenue, visitation, services, etc.

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In describing the cultural significance of your business, include details about the products and services that you offer the community that you serve or strive to serve with your business and what unique role or need is fulfilled by your business.

5. Describe (in 1-3 paragraphs), in your own terms, any specific financial insecurities or destabilizing pressures impacting your business' success and economic viability. This could include specific examples of the destabilizing pressures described by the sponsoring entity in Section 3 or other, more individual financial hardships specific to your business.
6. Please request an amount of grant funds, between \$10,000 and \$50,000.
7. Please provide a list of potential uses or categories of uses and associated cost estimates equal to the total amount requested in Question 5 above. Proposed uses should ideally be one-time expenses, not everyday operating expenses. Some examples of proposed uses include infrastructure and façade improvements, technology upgrades, permitting or licensing fees, and hired contract work. Using grant funds for working capital or recurring expenses may be possible in limited circumstances.
8. Please describe (in 1-2 paragraphs) the impact that receiving the funds for your proposed uses would have on the long-term viability of your business. If working capital or use on recurring expenses is necessary, explain why and the impact of not receiving grant funds for that purpose.
9. Please explain (in 1-2 paragraphs) whether your request is scalable – *i.e.*, if your business were to receive less funding than requested, which proposed uses would you prioritize, and how do you think it would affect the overall impact of the award.
10. Please provide your business' most recent annual gross revenue.
11. Please describe (in 1-2 paragraphs) potential areas of training and consultation support that you believe your business may benefit from. This could include, but is not limited to, business plan development, marketing, sales, manufacturing, technology, legal, finance/accounting, human resources, staffing, packaging, innovation, etc.

# Community Business Preservation Program

The Community Business Preservation Program provides grants, as well as training and consultation support, to groups of geographically proximate and culturally similar businesses that are facing displacement pressures and that hold cultural, social, or historical significance in Colorado. Specifically, this program will provide:

1. Grants of \$10,000 to \$50,000 per business in a selected community.
2. Training and consultation support tailored to each business' unique needs. This program is intended to help Colorado communities preserve the businesses that make them unique and are important to their residents.

OEDIT will undertake a competitive application process and ultimately select five to seven main streets, corridors, or otherwise geographically proximate groups of businesses and then provide grants and technical assistance to two to six businesses within each of those communities. To apply for this competitive grant, the groups of businesses must collaborate with a local sponsoring entity (e.g., local government, economic development organization, business improvement district, community-based nonprofit) to manage the application and review process, as well as any potential award. The local sponsoring entities whose communities are ultimately selected will also be provided a small grant to support their capacity to assist in this grant process and during the life of the award. Applications will open in mid-September and close in mid-January.

## Overview

**Type:** Grant, training and consultation

**For:** Small Businesses & Economic Development Organizations

**Amount:** \$10,000 - \$50,000

**Application period:** September 22, 2023 - January 19, 2024

**OEDIT division:** [Business Funding & Incentives](#)

Expand All

## Eligibility

### Eligible Businesses:

- Must be a business registered and in good standing with the Colorado Secretary of State.
- Primary business location must be in the State of Colorado.
- Must not be a franchise.

- Must have been fully operational on or prior to September 22, 2021. This can include the restarting or revamping of a business that was in existence prior to September 22, 2021.

#### **Eligible Sponsoring Entities:**

- Must be a nonprofit organization that has been granted IRS tax-exempt status or a government entity.
- Must be in good standing with the Colorado Secretary of State, unless a government entity.
- Must be able to serve as the fiscal agent and to distribute funds to the awarded businesses.
- Must have at least one part-time or full-time paid employee.

#### **Ineligible Sponsoring Entities:**

- Religious organizations, organizations with greater than 15% of budget spent on political advocacy and/or lobbying, and organizations based outside of Colorado.

### **How to Apply**

To apply for this program, interested groups of businesses must collaborate with a local sponsoring entity (e.g., local government, economic development organization, business improvement district, community-based nonprofit) to manage the application and review process, as well as any potential award. In effect, this means that within a given community two to six businesses can form a group and then identify a local sponsoring entity to collaborate with, or a local sponsoring entity can identify two to six businesses and form the group itself. The sponsoring entity and the two to six businesses will complete a single application.

[Apply Now](#)(opens in new window)  
(opens in new window)

Email [leslie.hylton-hinga@state.co.us](mailto:leslie.hylton-hinga@state.co.us) for a Spanish-language version of the application.

The application and criteria are based around how:

1. The applicant community's location and offerings are culturally, socially, and/or historically significant to Colorado as a whole and/or to the community's residents;
2. Each of the applicant businesses contributes to the community's cultural, social, or historical significance, which - in turn - drives economic impact; and
3. The applicant community and businesses face destabilizing pressures that threaten the cultural legacy of the community.

Communities whose businesses are located in one or more of the following designated areas will be given additional consideration:

- HUBZone: [Review the interactive HUBZone Map\(opens in new window\)](#)
- Tier One Coal Transition Community: Morgan County, Pueblo County, West End of Montrose County (Towns of Nucla and Naturita, as well as Norwood in San Miguel County), and the Yampa Valley (Rio Blanco, Moffat, and Routt Counties)
- Rural Jump-Start Zone: Counties of Alamosa, Archuleta, Baca, Bent, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Fremont, Garfield, Hinsdale, Huerfano, Jackson, Kiowa, Kit Carson, Lake, Las Animas, Lincoln, Logan, Mesa, Mineral, Moffat, Montezuma, Montrose, Morgan, Otero, Phillips, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, Sedgwick, Washington, and Yuma
- Enterprise Zone: [Review the interactive Enterprise Zone Map](#)
- Opportunity Zone: [Review the interactive Opportunity Zone Map](#)

Application questions will be broad enough to allow the communities themselves to deem what is culturally significant to their community's residents. In addition, the applicant will be required to demonstrate broad community support and propose uses for how the grant funds will be spent.

To assist sponsoring entities and businesses applying to this program, OEDIT will host informational sessions and office hours.

- Friday, December 1, 2023 noon-1 p.m. - [Register here\(opens in new window\)](#)
- Monday, January 8, 2023 3-4 p.m. - [Register here\(opens in new window\)](#)

Email [leslie.hylton-hinga@state.co.us](mailto:leslie.hylton-hinga@state.co.us) for a Spanish-language recording of an informational session.

## Selection Process & Timeline

The Community Business Preservation Program Review Committee will include:

- At least two representatives from the Colorado Office of Economic Development and International Trade (OEDIT);
- At least one representative from another State agency (e.g., Colorado Department of Local Affairs, History Colorado); and
- At least one representative from a relevant external organization.

The Review Committee will evaluate and rank all applications based on the responses to application questions and the review criteria before making award recommendations to OEDIT. The Review Committee and OEDIT have the discretion to request a brief, virtual presentation by applicant communities if deemed necessary.

The Review Committee will also consider geographic and cultural equity to support diverse communities across the State when finalizing award recommendations. The final group of awards should include at least one community from west of the continental divide and at least one community from a predominantly rural area on the eastern slope.

OEDIT staff will report the Review Committee's recommendations, as well as any additional considerations regarding the application and review process, to the Colorado Economic Development Commission, which will provide final approval of awardees.

Award amounts will be based on the availability of funds and a list of proposed uses for each applicant's grant award request within a range of \$10,000-\$50,000 (for a total number of awards between 10-42). OEDIT and the Review Committee have the discretion to partially fund a request.

#### **Timeline:**

- Friday, September 22, 2023 - Application Opens
- Friday, January 19, 2024 - Application Closes
- January & February 2024 - Application Review
- March 2024 - Award Announcements
- April 2024 - April 2026 - Award Distribution & Funding Period (\*\*\*funding period may be a minimum of 6 months and a maximum of 2 years, depending on the community)

## **Use of Grant Funds**

#### **Proposed Uses:**

Each applicant business will be required to propose categories of potential uses and associated cost estimates for the grant funds in the application, and then more defined uses will be agreed upon by the applicant and OEDIT in the award process. Proposed uses should be one-time expenses, not everyday operating expenses (see exception immediately below). Some examples of proposed uses include infrastructure and facade improvements, technology, energy efficiency, or building code upgrades, permitting or licensing fees, and hired contract work.

\*\*\*In some instances, OEDIT may approve businesses that have recurring expenses or need working capital. In these instances, the award distribution for that business may be delayed until the business completes all or some portion of the required training and consultation support (under the Training & Consultation Support Section) to optimize the business' long-term viability.

#### **Ineligible Uses:**

- Any expense not considered an eligible expense by [Uniform Guidance \(2 CFR 200\)\(opens in new window\)](#)

- Wages to any member of the organization's principal officers, board or family who is not a bona fide employee
- Charitable or pass-through contributions
- Political contributions and political activities
- Lobbying activities
- Draw or salary to employees that exceeded the amount they were paid on a weekly or monthly basis for the same period last year
- Pay down or pay off debt by more than required in underlying debt instrument.
- Expenses that were previously paid
- Alcohol
- Food (except for official functions)
- Gifts, donations, or sponsorships
- Employee bonuses
- Airfare upgrades
- Late fees
- Expenses that are unrelated to your scope of work

The CP Review Committee and OEDIT have the discretion to partially fund a request versus disqualifying an application or individual business if an item in an applicant business' proposed uses is ineligible.

## Training & Consultation Support

As part of the program, grant recipient business owners will receive consultant support, business development, and wraparound services. The goals of this aspect of the program are to increase the chance of success for the business, while maximizing the positive impact of the grant funding with additional support.

The exact technical assistance programming, including the length of the programming, will vary, depending on the needs of the individual businesses and the community as a whole being awarded. At a minimum, the programming could last for six months, and at a maximum it could last for two years. Substantively, the programming will include an initial period of onboarding and goal setting; a period dedicated to structured learning (via group webinars, workshops, meetups, and/or one-on-one consultant sessions); and a wrap-up period for post-program review and analysis.

All business participants will work with the [Small Business Development Center \(SBDC\) Network](#)[\(opens in new window\)](#), which includes a variety of business resources, on the technical assistance programming. Again, depending on the businesses' individual needs, awardees will be required to meet with SBDC consultants periodically over the course of the programming period both one-on-one and as a group of businesses within their community. Group sessions will be focused on how the community's businesses can work together to preserve their community's culture and to foster cross-business collaboration, support, and peer advising, and the individual sessions will cover a variety of tailored topics.

## Conditions of Funding

Recipients of the funds, including both the sponsoring entities and the businesses, will sign grant agreements including but not limited to the following requirements. Because grants will be made using American Rescue Plan Act (ARPA) funding, compliance with the below will likely be tracked at a greater frequency than other grants the communities may be familiar with.

- **Transparency**: The community name, businesses' names, and grant amounts for communities that are awarded will be made publicly available.
- **Training & Consultation Support**: Businesses that are awarded funding must participate in the required training and consultation support as described under the Training & Consultation Support section. At a minimum, the programming could last for six months, and at a maximum it could last for two years. Substantively, the programming will include an initial period of onboarding and goal setting; a period dedicated to structured learning (via group webinars, workshops, meetups, and/or one-on-one consultant sessions); and a wrap-up period for post-program review and analysis. Individual plans will vary depending on the technical assistance plan, as well the schedule and needs of the business owner. As an example, a participant may meet with a consultant for a 1:1 session for an hour, then take a month to work on and implement what was discussed before meeting again. Consulting will be provided along the way to guide the work, answer questions, and support the business owner in achieving their goals. While exact hours will vary depending on the business and its needs, businesses will spend an average of 50 hours with a consultant throughout the duration of the award.
- **Tracking of Metrics & Reporting**: Businesses that are awarded funding will be required to provide information on impact metrics throughout the funding period. Some examples of potential metrics include businesses' average sales, businesses' number of clients served, businesses' employee numbers, visitors to the community, etc. Sponsoring entities for awarded businesses will be called upon to help track and report back on these metrics.
- **Small Business Resilience Index**: Sub-grantees are required to take Energize Colorado's Small Business Resilience Index at the beginning of the funding period and 1-2 additional times throughout the funding period. These efforts will help inform both the training and consultation pathway offered by the Small Business Development Center.
- **Final Report**: Communities and businesses that are awarded funding must provide a close-out report to OEDIT including information on their use of grant funds and its impact.
- **Use of Funds**: During the funding period, if businesses that are awarded funding wish to use the funds for a purpose other than what is agreed upon by the applicant and OEDIT in the award process, they must discuss the proposal with OEDIT beforehand. If the communities that are awarded funding use the funds for an ineligible cost or a purpose other than what is described in the

application, OEDIT has the discretion to require that the funds be returned to OEDIT.