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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, April 2, 2024

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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

- Call to Order
- Public Hearing; Colorado Liquor Retail License Application; Big T CBS LLC; 235 Elcho Avenue, Crested Butte, CO 81224
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Alcohol Beverage License #03-01378; Elk Creek Marina LLC dba Pappy's Restaurant; 6/3/2024 to 6/3/2025
 2. Alcohol Beverage License #04-00107; Elk Creek Marina LLC dba Elk Creek Marina; 6/3/2024 to 6/3/2025
 3. Alcohol Beverage License #04-00106; Elk Creek Marina LLC dba Lake Fork Marina; 6/3/2024 to 6/3/2025
 4. Alcohol Beverage License #03-11784; Birdsey Enterprises LLC dba Taylor Park Marina; 6/11/2024 to 6/11/2025
 5. Alcohol Beverage License #04-01232; Skyhigh Colorado LLC dba Taylor Park Trading Post; 7/1/2024 to 7/1/2025
 6. Alcohol Beverage License #03-13185; Skyhigh Colorado LLC dba Nugget Café; 4/6/2024 to 4/6/2025
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review
- Minutes Approval
 1. February 6, 2024 Regular Meeting
 2. March 19, 2024 Regular 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. Acknowledgement of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Saguache County; Amber Wilson as Regular and Virginia Adams as Alternate
 2. Acknowledgement of Appointment; Sustainable Tourism and Outdoor Recreation Committee; Western Colorado University; Jennifer DeBoer
 3. Acknowledgement of Appointment; Sustainable Tourism and Outdoor Recreation Committee; Bureau of Land Management; Jim Lovelace
 4. Acknowledgement of Appointment; Sustainable Tourism and Outdoor Recreation Committee; City of Gunnison; Marisela Ballesteros
 5. Acknowledgement of County Manager's Signature; Fading West Construction; A104 Draft Sawtooth Phase II; March 8, 2024
 6. Professional Service Agreement; Dr. Anna Meeuwssen; 1/1/2024 to 12/31/2026; \$3,600
 7. Acknowledgement of County Manager's Signature; Grant Application; Colorado Department of Local Affairs; Homeless Prevention; \$36,760

*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, April 2, 2024

Page 2 of 3

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

8. Professional Service Agreement; Horizons in Learning LLC; Keynote address at the annual Nurturing the Young Child Conference; 3/12/2024 to 4/28/2024; \$3,000
9. A Resolution Authorizing the Purchase of Real Property by the County; 25125 State Highway 135, Riverland Area, Crested Butte, Colorado
10. Professional Service Agreement; BUILD Tank Inc.; 4/02/2024 to 12/31/2024; \$10,000
11. Off-Airport Ground Transportation Agreement; Star Peak Services Ltd; 4/1/2024 to 3/31/2025

8:40 am

- County Manager's Reports
 1. November 5, 2024 Coordinated Election
 2. Public Building Electrification Grant Application Whetstone
 3. Public Building Electrification Grant Application Emergency Medical Services building

8:45 am

- Easement Agreement; City of Gunnison; Recreation Center Parcel for Access to New Emergency Medical Services Center

8:50 am

- A Resolution Amending and Supplementing the Schedule of Fees for the Shady Island River Park and Repealing and Replacing Resolution No. 2021-18

8:55 am

- Second Amendment to the Declaration of Protective Covenants; LUC-24-00009; Larkspur Community Association

9:00 am

- Letter of Support; Upper Gunnison River Water Conservancy District Grant Application

9:20 am

- All Terrain Vehicle (ATV), Off-Highway Vehicle (OHV) and Utility Task Vehicle (UTV) Use on a Certain Portion of County Road #3

9:50 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=MjNDbTZHTFNrRVdDemZjdC91aVBIZz09>

Meeting ID: 827 5365 7556

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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, April 2, 2024

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

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Liquor Retail License Application; Big T

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

New liquor application for Bit T CBS LLC dba Zuni West Brewing public hearing

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRh

Reviewed by:

Discharge Date: 3/15/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by:

Discharge Date: 3/15/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 4/2/2024

Colorado Liquor Retail License Application

received
2-27-24

* Note that the Division will not accept cash Paid by check Paid online

Uploaded to Date
 MoveIt on

New License New-Concurrent Transfer of Ownership State Property Only Master file

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

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

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
Big T CBS LLC FEIN Number
99-1387437

2a. Trade Name of Establishment (DBA) State Sales Tax Number
Zuni West Brewing 96030597 Business Telephone
9709017743

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
235 Elcho Ave

City County
Crested Butte Gunnison State ZIP Code
CO 81224

4. Mailing Address (Number and Street) City or Town
235 Elcho Ave Crested Butte State ZIP Code
CO 81224

5. Email Address
theresa@zunistreet.com

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

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A . Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
<input type="checkbox"/> Application Fee for New License\$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50
<input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00	<input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00
<input type="checkbox"/> Application Fee for Transfer\$1,100.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00
Section B Liquor License Fees*	<input type="checkbox"/> Manager Registration - H & R.....\$30.00
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X Total	<input type="checkbox"/> Manager Registration - Tavern.....\$30.00
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X Total	<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$30.00
<input type="checkbox"/> Add Sidewalk Service Area.....\$75.00	<input type="checkbox"/> Manager Registration - Campus Liquor Complex.....\$30.00
<input type="checkbox"/> Arts License (City)\$308.75	<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Arts License (County)\$308.75	<input type="checkbox"/> Optional Premises License (County).....\$500.00
<input type="checkbox"/> Beer and Wine License (City).....\$351.25	<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Beer and Wine License (County).....\$436.25	<input type="checkbox"/> Racetrack License (County).....\$500.00
<input type="checkbox"/> Brew Pub License (City)\$750.00	<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input checked="" type="checkbox"/> Brew Pub License (County).....\$750.00	<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Campus Liquor Complex (City).....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00
<input type="checkbox"/> Campus Liquor Complex (County).....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....\$160.00
<input type="checkbox"/> Campus Liquor Complex (State).....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/> Club License (City).....\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00
<input type="checkbox"/> Club License (County).....\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Distillery Pub License (City).....\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50
<input type="checkbox"/> Distillery Pub License (County).....\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50
<input type="checkbox"/> Hotel and Restaurant License (City).....\$500.00	<input type="checkbox"/> Retail Liquor Store (City).....\$227.50
<input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00	<input type="checkbox"/> Retail Liquor Store (County).....\$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00	<input type="checkbox"/> Tavern License (City).....\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00	<input type="checkbox"/> Tavern License (County).....\$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City).....\$227.50	<input type="checkbox"/> Vintners Restaurant License (City).....\$750.00
	<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00

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

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

Liability Information

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

Application Documents Checklist and Worksheet

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

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant Information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with Identogo. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: Identogo – https://enroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$30.00 fee <input type="checkbox"/> B. If owner is managing, no fee required

Name	Type of License	Account Number	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):			
a. Been denied an alcohol beverage license?			<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?			<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?			<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.			
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.			<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?			<input type="checkbox"/> <input checked="" type="checkbox"/>
Waiver by local ordinance?			<input type="checkbox"/> <input type="checkbox"/>
Other: _____			
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			<input type="checkbox"/> <input checked="" type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			<input type="checkbox"/> <input checked="" type="checkbox"/>
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?			<input type="checkbox"/> <input type="checkbox"/>
b. Are you a Colorado resident?			<input checked="" type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.			<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?			<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____			
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:			
Landlord	Tenant	Expires	
T & T CBS, LLC	Big T CBS LLC	6/1/2034	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.			<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".			
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.			
Last Name	First Name	Date of Birth	FEIN or SSN
Last Name	First Name	Date of Birth	FEIN or SSN
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.			
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:			<input type="checkbox"/> <input type="checkbox"/>
Has a local ordinance or resolution authorizing optional premises been adopted?			
Number of additional Optional Premise areas requested. (See license fee chart)			
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.			

Name	Type of License	Account Number		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.			<input type="checkbox"/> <input checked="" type="checkbox"/>	
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation			Yes No	
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?			<input type="checkbox"/> <input type="checkbox"/>	
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?			<input type="checkbox"/> <input type="checkbox"/>	
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?			<input type="checkbox"/> <input type="checkbox"/>	
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)			<input checked="" type="checkbox"/> <input type="checkbox"/>	
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?			<input type="checkbox"/> <input type="checkbox"/>	
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.			<input type="checkbox"/> <input type="checkbox"/>	
23. For all on-premises applicants.				
a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.			Yes No <input type="checkbox"/> <input type="checkbox"/>	
25. Related Facility - Campus Liquor Complex applicants answer the following:			<input type="checkbox"/> <input type="checkbox"/>	
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information.			Yes No	
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?			<input type="checkbox"/> <input checked="" type="checkbox"/>	
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?			<input type="checkbox"/> <input checked="" type="checkbox"/>	
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members . In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
Theresa Truettner	7 Timberline Way #1, Crested Butte, CO 81224	3/25/1989	Managing Member	100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name		Type of License	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input checked="" type="checkbox"/> Applicant affirms that no individual other than those disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>			
Oath Of Applicant			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature <i>Theresa Truettner</i>		Printed Name and Title Theresa Truettner, Managing Member	Date 2/26/24
Report and Approval of Local Licensing Authority (City/County)			
Date application filed with local authority 2-27-2024		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) April 2, 2024	
For Transfer Applications Only - Is the license being transferred valid?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:			
<input checked="" type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants			
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.			
(Check One)			
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority			
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?			Yes <input type="checkbox"/> No <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for Gunnison County		Telephone Number 970-641-7641	<input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County
Signature <i>Kathy Simillion</i>	Print Kathy Simillion	Title County Clerk	Date 2-27-24
Signature	Print	Title	Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Elk Creek Marina Liquor Renewals

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor renewals for Elk Creek:
dba Lake Fork Marina

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/25/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-01378
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.

**ELK CREEK MARINA LLC DBA PAPPY'S RESTAURANT
24830 HIGHWAY 50
GUNNISON, COLORADO 81230**

Fee \$100.00

Effective Dates: 06.03.2024 - 06.03.2025

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 3-22-2024
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

**ELK CREEK MARINA LLC
dba PAPPY'S RESTAURANT
24830 US 50
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-01378	License Expires at Midnight June 03, 2025
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 3/22/2024 JP

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

Submit to Local Licensing Authority

**PAPPY'S RESTAURANT
 103 W TOMICHI AVE
 Gunnison CO 81230**

received
 3-19-24
 K

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	\$
Amount Due/Paid	\$1625.00

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name ELK CREEK MARINA LLC		Doing Business As Name (DBA) PAPPY'S RESTAURANT	
Liquor License # 03-01378	License Type Hotel & Restaurant (county)		
Sales Tax License Number 30256337	Expiration Date 06/03/2024	Due Date 04/19/2024	
Business Address 24830 US 50 Gunnison CO 81230			Phone Number 9706424521
Mailing Address 103 W TOMICHI AVE Gunnison CO 81230		Email c1oken@whrus.com	
Operating Manager Amy Riser	Date of Birth 9/6/1970	Home Address 301 Spring Meadows Trl, Gunnison, CO 81230	Phone Number 970-596-6283
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 type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease <u>2025</u>			
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			

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 <i>Amy Risers</i>	Title <i>President</i>
Signature <i>Amy Risers</i>	Date <i>3/18/24</i>
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 <i>Gunnison County</i>	Date <i>3-19-2024</i>
Signature <i>Patry Simillion</i>	Title <i>County Clerk</i> Agent <i>Shel Williams</i>



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

FERMENTED MALT BEVERAGE AND WINE

**ALCOHOL BEVERAGE LICENSE #04-00107
to sell/Malt Beverage and Wine for off the premises
consumption in the County of Gunnison, Colorado.**

**ELK CREEK MARINA LLC DBA ELK CREEK MARINA
24830 HIGHWAY 50
GUNNISON, COLORADO 81230**

Fee \$100.00

Effective Dates: 06.03.2024 - 06.03.2025

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 3-22-2024 _____
Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

Submit to Local Licensing Authority

**ELK CREEK MARINA
 103 W TOMICHI AVE
 Gunnison CO 81230**

received
 3-19-24

Fees Due	
Renewal Fee	242.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 242.50

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name ELK CREEK MARINA LLC		Doing Business As Name (DBA) ELK CREEK MARINA	
Liquor License # 04-00107	License Type Fermented Malt Beverage and Wine(county)		
Sales Tax License Number 30256337	Expiration Date 06/03/2024	Due Date 04/19/2024	
Business Address 24830 US 50 Gunnison CO 81230			Phone Number 9706424521
Mailing Address 103 W TOMICHI AVE Gunnison CO 81230		Email clogen@whrus.com	
Operating Manager Amy Riser	Date of Birth 9/6/70	Home Address 301 Spring Meadows Tr. Gunnison, CO 81230	Phone Number 970-596-4000
1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>2025</u>			
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			

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 <i>Amy L. Riser</i>	Title <i>President</i>
Signature <i>Amy Riser</i>	Date <i>3/18/24</i>

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 <i>Gunnison County</i>	Date <i>3-19-24</i>
Signature <i>Anthony Simillio</i>	Title <i>County Clerk</i>
	Attest <i>[Signature]</i>

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

**ELK CREEK MARINA LLC
dba ELK CREEK MARINA
24830 US 50
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 04-00107	License Expires at Midnight 06/03/2025
License Type FERMENTED MALT BEVERAGE AND WINE(COUNTY)	
Authorized Beverages FERMENTED MALT BEVERAGE AND WINE	

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. 3/22/2024 JP

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

FERMENTED MALT BEVERAGE AND WINE

ALCOHOL BEVERAGE LICENSE #04-00106

to sell/serve Fermented Malt Beverage and Wine for (off the)-premises
consumption in the County of Gunnison, Colorado.

**ELK CREEK MARINA LLC DBA LAKE FORK MARINA
1677 HIGHWAY 92
GUNNISON, COLORADO 81230**

Fee \$100.00

Effective Dates: 06.03.2024 - 06.03.2025

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.

<i>Kathy Simillion</i>	<i>3-22-2024</i>	
Gunnison County Clerk	Date	Board of County Commissioners Date
Kathy Simillion		

Submit to Local Licensing Authority

**LAKE FORK MARINA
 103 W TOMICHI AVE
 Gunnison CO 81230**

received

received
 3-19-24

Fees Due	
Renewal Fee	242.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name ELK CREEK MARINA LLC		Doing Business As Name (DBA) LAKE FORK MARINA	
Liquor License # 04-00106	License Type Fermented Malt Beverage and Wine(county)		
Sales Tax License Number 30256337	Expiration Date 06/03/2024	Due Date 04/19/2024	
Business Address 1677 HIGHWAY 92 Gunnison CO 81230			Phone Number 9706424521
Mailing Address 103 W TOMICHI AVE Gunnison CO 81230		Email cloten@whrus.com	
Operating Manager Amy Riser	Date of Birth 9/6/70	Home Address 301 Spring Meadows Trl. Gunnison CO 81230	Phone Number 970-596-6283
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 type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>2025</u>			
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			

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 <i>Amy Riser</i>	Title <i>President</i>
Signature <i>Amy Riser</i>	Date <i>3/19/24</i>
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 <i>Gunnison County</i>	Date <i>3-19-2024</i>
Signature <i>Larry Semillion</i>	Title <i>County Clerk</i>
	Attest <i>[Signature]</i>

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

**ELK CREEK MARINA LLC
dba LAKE FORK MARINA
1677 HIGHWAY 92
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 04-00106	License Expires at Midnight 06/03/2025
License Type FERMENTED MALT BEVERAGE AND WINE(COUNTY)	
Authorized Beverages FERMENTED MALT BEVERAGE AND WINE	

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. 3/22/2024 GD

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor license renewal for Birdsey Enterprises LLC dba Taylor Park Marina

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/26/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

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

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-11784	License Expires at Midnight June 11, 2025
License Type RETAIL LIQUOR STORE (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 3/26/2024 JP

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-11784

**to sell/serve malt, vinous, spirituous liquor for (off the)-premises
consumption in the County of Gunnison, Colorado.**

BIRDSEY ENTERPRISES LLC DBA TAYLOR PARK MARINA

21700 COUNTY ROAD 742

ALMONT, COLORADO 81210

Fee \$100.00

Effective Dates: 06.11.2024 – 06.11.2025

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 *3-26-24*

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

DR 8400 (03/31/23)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087

Submit to Local Licensing Authority

TAYLOR PARK MARINA
509 33 ROAD
Clifton CO 81520

Received
 3-18-24
 KCF

Fees Due		
Renewal Fee		437.50
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name BIRDSEY ENTERPRISES LLC		Doing Business As Name (DBA) TAYLOR PARK MARINA	
Liquor License # 03-11784	License Type Retail Liquor Store (county)		
Sales Tax License Number 32958243	Expiration Date 06/11/2024	Due Date 04/27/2024	
Business Address 21700 CR 742 Almont CO 81210			Phone Number 9706412922
Mailing Address 509 33 ROAD Clifton CO 81520		Email Taylor park Marina@gmail.com	
Operating Manager Rory Birdsey	Date of Birth 5/15/1985	Home Address 149 East 2nd ST, Parachute CO 81635	Phone Number 970 209 6339
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			

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 <i>Rory Joseph Birdsey</i>	Title <i>owner</i>
Signature <i>Rory Joseph Birdsey</i>	Date <i>3/13/2024</i>

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 <i>Gunnison County</i>	Date <i>3-18-2024</i>
Signature <i>Hetty Semillon</i>	Title <i>County Clerk</i>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Skyhigh Colorado Liquor License Renewals

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewals for Skyhigh Colorado Taylor Park Trading Post and Nugget Cafe

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/26/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

FERMENTED MALT BEVERAGE AND WINE

**ALCOHOL BEVERAGE LICENSE #04-01232
to sell/Malt Liquor and wine for off premises
consumption in the County of Gunnison, Colorado.**

**SKYHIGH COLORADO LLC DBA TAYLOR PARK TRADING POST
23044 COUNTY ROAD 742
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 07.01.24 - 07.01.2025

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 3-26-2024
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

**SKYHIGH COLORADO LLC
dba TAYLOR PARK TRADING POST
23044 COUNTY ROAD 742
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 04-01232	License Expires at Midnight 07/01/2025
License Type FERMENTED MALT BEVERAGE AND WINE(COUNTY)	
Authorized Beverages FERMENTED MALT BEVERAGE AND WINE	

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. 3/26/2024 GD

Michelle Stone-Principato

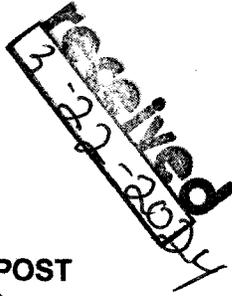
Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

DR 8400 (03/31/23)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087

Submit to Local Licensing Authority



**TAYLOR PARK TRADING POST
 23044 COUNTY ROAD 742
 Almont CO 81210**

APPLICANT ID: 673895

Fees Due		
Renewal Fee		242.50
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$242.50

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name SKYHIGH COLORADO LLC		Doing Business As Name (DBA) TAYLOR PARK TRADING POST	
Liquor License # 04-01232	License Type Fermented Malt Beverage and Wine(county)		
Sales Tax License Number 42434484	Expiration Date 07/01/2024	Due Date 05/17/2024	
Business Address 23044 COUNTY ROAD 742 Almont CO 81210			Phone Number 9706412555
Mailing Address 23044 COUNTY ROAD 742 Almont CO 81210		Email t.brand.64.tb@gmail.com	
Operating Manager Theodore Brand	Date of Birth 10/9/68	Home Address 23044 County Rd 742 Almont, CO 81210	Phone Number 720-383-0716
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			

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 <i>Theodore Brand</i>	Title <i>Member</i>
Signature <i>Theodore Brand</i>	Date <i>3-15-24</i>
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 <i>Gunnison County</i>	Date <i>3-22-2024</i>
Signature <i>Holly Simillion</i>	Title <i>County Clerk</i>
	Attest



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-13185

to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.

SKYHIGHCOLORADO LLC DBA NUGGET CAFE

23050 COUNTY ROAD 742

ALMONT, COLORADO 81210

Fee \$100.00

Effective Dates: 04.06.2024 - 04.06.2025

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 3-26-2024

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

**SKYHIGHCOLORADO LLC
dba NUGGET CAFE
23050 COUNTY ROAD 742
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-13185	License Expires at Midnight April 06, 2025
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 3/26/2024 MAR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

DR 8400 (03/31/23)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087

APPLICANT ID: 700142

Submit to Local Licensing Authority

**NUGGET CAFE
 23050 COUNTY ROAD 742
 Almont CO 81210**

Received
 3-22-24
 KD

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	\$
Amount Due/Paid	\$625.00

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name SKYHIGHCOLORADO LLC		Doing Business As Name (DBA) NUGGET CAFE	
Liquor License # 03-13185	License Type Hotel & Restaurant (county)		
Sales Tax License Number 42434484	Expiration Date 04/06/2024	Due Date 02/21/2024	
Business Address 23050 COUNTY ROAD 742 Almont CO 81210			Phone Number 9706412555
Mailing Address 23050 COUNTY ROAD 742 Almont CO 81210		Email t.brand.64.tb@gmail.com	
Operating Manager Theodore Brand	Date of Birth 10/9/68	Home Address 23050 County Rd. 742 Almont, CO 81210	Phone Number 720-383-0716
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			

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

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

Affirmation & Consent	
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.	
Type or Print Name of Applicant/Authorized Agent of Business	Title
Theodore Brand	Member
Signature	Date
<i>Theodore Brand</i>	3-15-24
Report & Approval of City or County Licensing Authority	
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.	
Local Licensing Authority For	Date
gunnison County	3-22-2024
Signature	Title
<i>Hetty Semillion</i>	County Clerk
	Attest
	<i>[Signature]</i>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 2/6/2024

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 2/6/2024 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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/20/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/2/2024

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
February 6, 2024**

The February 6, 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
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matthew Hoyt, County Attorney

John Cattles, Assistant County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL MARKETING DISTRICT SPECIAL MEETING:

CALL TO ORDER: Commissioner Houck called the Gunnison County Local Marketing District meeting to order at 8:30 am. Western Colorado University Dean of Students Gary Pierson and Crested Butte Mountain Resort Sr. Director of Lodging Bill MacFarlane were present for discussion.

TOURISM AND PROSPERITY PARTNERSHIP APPOINTMENTS; FILL TWO VACANCIES FOR THREE-YEAR TERMS (2/1/2024 - 2/1/2027), AND FILL ONE VACANCY FOR A PARTIAL TERM (2/6/2024 – 2/1/2026): The Board, Mr. Pierson and Mr. MacFarlane each provided their preferences for these appointments, and they were able to achieve consensus. **Moved** by Commissioner Puckett Daniels, seconded by Mr. MacFarlane to appoint Bill Ronai and Chris Miller to terms beginning February 1, 2024 and ending February 1, 2027, and Kendal Rota to a partial term beginning February 6, 2024 and ending February 1, 2026. Motion carried unanimously.

- Applicants: Bill Ronai, Chris Miller, Kendal Rota

ADJOURN: Commissioner Houck adjourned the Gunnison County Local Marketing District meeting at 8:39 am.

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:39 am.

ALCOHOL BEVERAGE LICENSE; THREE RIVERS SMOKEHOUSE, DBA THREE RIVERS SMOKEHOUSE; LIQUOR LICENSE NUMBER 03-06291; 4/17/2024 THRU 4/17/2025: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the Alcohol Beverage License for Three Rivers Smokehouse, dba Three Rivers Smokehouse. Motion carried unanimously.

SPECIAL EVENT LIQUOR PERMIT 1-2024; KBUT RADIO; 3:00-11:00 PM, 3/7/2024 THRU 3/7/2024: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Special Event Liquor Permit 1-2024 for KBUT for a special event on March 7th. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:40 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:40 am.

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

MINUTES APPROVAL: Commissioner Houck wasn't present for the January 23, 2024 meeting, but he noted that he was able to listen to the recording of the meeting and had no issue with voting to approve the minutes. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the minutes for September 5, 2023, October 3, 2023 and January 23, 2024. Motion carried unanimously.

- September 5, 2023 Regular Meeting
- October 3, 2023 Regular Meeting
- January 23, 2024 Special Meeting

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.

- Lease Agreement; Bishop of Pueblo; Queen of All Saints Parish Hall, located at 401 Sopris Avenue, Crested Butte, CO 81224; Voter Service Polling Center during 2024 Election; 2/29/2024 thru 3/5/2024, 6/20/2024 thru 6/25/2024, and 10/31/2024 thru 11/5/2024; \$1,300
- Amendment #1 to Sale and Purchase Agreement by and between Gunnison County and Runbeck Election Services, LLC; Extension of Contract from 11/25/2023 to 11/24/2027, and Replacement of Exhibit A

- Professional Services Agreement; Crested Butte State of Mind; Behavioral Health Counseling and Navigation Services; 2/6/2024 thru 12/31/2024; Not to Exceed \$35,000
- Sales Quotation; Tyler Technologies; Document Alert for IDM – Document Pro; \$7,500
- Public Service Grant Agreement; City of Gunnison; Gunnison Hinsdale Early Childhood Council; \$14,000
- Public Service Grant Agreement; City of Gunnison; Behind the Wheel; \$8,000
- Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; High Country Conservation Advocates (HCCA) Representative Sue Navy
- Colorado Department of Transportation Highway Users Tax Fund Signature Page
- 2024-2025 Benefits Enrollment Center Agreement; National Council on Aging, Inc.; \$25,000
- Acknowledgment of County Manager Signature; Berkley Life and Health Insurance Company Stop Loss Insurance Application
- Request for Approval for Submission; Office of Health Equity, Health Disparities and Community Grant Program (HDCGP), Western Slope Communities Unite for Better Mental Health Project; \$199,722.80
- Amendment #5 to Plan Document Dated September 1, 2017 and Restated January 1, 2020; Gunnison County, Colorado Employee Medical Benefit Plan, Cost Plus Plan
- Professional Services Agreement; KSL Research, Training & Consultation, LLC; Secondary Trauma Train-the-Trainer; 2/28/2024 – 3/3/2027; \$13,971.20
- Participating Agreement between Gunnison County Colorado Government and the USDA, Forest Service Grand Mesa, Uncompahgre, and Gunnison National Forests; Noxious Weed Management
- Rocky Mountain Health Foundation Simple Gifts Grant Application; Gunnison County Health Coalition; \$10,000

DRAFT GUNNISON COUNTY COMMENTS: The draft comments were developed by the County Attorney’s Office, in conjunction with Commissioner Houck, Wildlife Consultant Jim Cochran, and other organizations. The drafts were discussed, and no changes were requested.

- Resource Management Plan Amendment (RMPA) for Big Game Habitat. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the Resource Management Plan Amendment for Big Game Habitat from Gunnison County and authorize either the Vice-Chair or Chairperson’s signature. Motion carried unanimously.
- Gunnison Sage-grouse Resource Management Plan Amendment, Draft Environmental Impact Statement, 87 Fed. Reg. 40262 (Jul. 6, 2022) [DOI-BLM-CO-0000-2022-0004-RMP-EIS]. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Gunnison County’s comments on Sage-Grouse Resource Management. Motion carried unanimously.

GUNNISON COUNTY SHERIFF’S AWARDS: Sheriff Adam Murdie presented awards to the below members of his staff. Afterward, Commissioner Houck thanked the Sheriff’s Office staff for their commitment to public safety and the incredible service that they provide. Photos were taken.

- Deputy Ross Downs. Deputy Downs was presented with a Life-saving Award, a medal and a uniform pin for administering the Heimlich maneuver while off duty at a local restaurant. In addition, Deputy Downs received a Meritorious Service Award for his excellent investigative skills during a plane crash and for apprehending a suspect in a double-homicide case.
- Investigator Skye Wells. Investigator Wells received a Meritorious service award for successfully conducting many cases simultaneously.
- Sergeant Wes Hersberger and Deputy Mitchell Parker. Sergeant Hersberger and Deputy Parker both received a Valor Award, which is the highest recognition that a Sheriff can give a Deputy. These officers experienced a life-saving event during apprehension of a suspect who was known to carry a large knife. During the arrest, a large german shepherd dog was present, and the suspect brandished a firearm. The suspect was apprehended without injury, the officers’ performance was exceptional.

BREAK: The meeting recessed from 9:15 until 9:33 am to enable the Board to mingle and personally thank the members of the Sheriff’s Office and their family members who were present at the awards ceremony.

RESOLUTION DELEGATING TO THE COUNTY MANAGER AUTHORITY TO NEGOTIATE AND EXECUTE ALL CONTRACTS, AGREEMENTS, APPLICATIONS AND OTHER DOCUMENTS AND TAKE ALL ACTIONS ON BEHALF OF GUNNISON COUNTY RELATED TO THE WHETSTONE PROPERTY AND THE WHETSTONE COMMUNITY HOUSING DEVELOPMENT PROJECT AND RATIFYING ALL PREVIOUS ACTIONS THERETO: Commissioner Houck noted that authorizations have been given over time, and this resolution would consolidate all authorities where CM Birnie is acting on behalf of the Board. CA Hoyt agreed that this resolution would memorialize and ratify all previous authorizations, and that this step is important in that it may be needed for financial companies in case there is ever a question of CM Birnie’s authority. Commissioner Houck noted that the Board can always rescind authority at any time if concerns arise. The Board expressed trust in CM Birnie and appreciation for transparency. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Resolution #2024-6, A Resolution Delegating to the County Manager Authority to Negotiate and Execute All Contracts, Agreements, Applications and Other Documents and Take All Actions on Behalf of Gunnison County Related

to the Whetstone Property and the Whetstone Community Housing Development Project and Ratifying All Previous Actions Thereto. Motion carried unanimously.

REVOCATION OF DECLARATION OF PROTECTIVE COVENANTS AND VACATION OF PLAT FOR SNOWBOUND SUBDIVISION, LUC-22-00047: Planning Director Hillary Seminick and Attorney Kendall Burgemeister were present for discussion. PD Seminick explained that this property is near Marble, and that this action would reapprove the authorization and Chairperson's signature for the expired action that was taken last year. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Revocation of Declaration of Protective Covenants and Vacation of Plat for Snowbound Subdivision, LUC-22-00047. Commissioner Smith added the authorization for the Chair's signature, and Commissioner Puckett Daniels agreed to add this to the motion. Motion carried unanimously.

GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS: Commissioner Houck was not present for the interview associated with the below appointments, but he was able to listen to the meeting recording to fully prepare to participate in making the appointments.

- Resolution Establishing the Policy for Appointments to Boards and Commissions Managed by Gunnison County and Other Organizations, This Resolution Supersedes Resolution No: 2019-17. The resolution was discussed, and amendments were agreed upon. The Board noted that they may alter the schedule in the future to allow for increased staggering of term expirations. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution #2024-7, a Resolution Establishing the Policy for Appointments to Boards and Commissions Managed by Gunnison County and Other Organizations, This Resolution Supersedes Resolution No: 2019-17 with the amendments that were discussed. Motion carried unanimously.
- Cemetery District Board; Fill One Vacancy for a Six-Year Term (2/1/2024 – 2/1/2031). **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to appoint Shary Templeton to fill one vacancy on the Cemetery District Board from 2/1/2024 to 2/1/2031. Motion carried unanimously.
 - Applicant: Shary Templeton
- County Medical Health Officer. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to appoint Dr Tarr as the County Medical Health Officer. Motion carried unanimously.
 - Applicant: Dr. John Tarr
 - Professional Services Agreement; Dr. John Tarr; County Medical Officer; \$100/month. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Professional Services Agreement with Dr. Tarr as the County Medical Officer at the booming rate of \$100/month. Motion carried unanimously.
- Environmental Health Board; Fill One Regular Vacancies for a Partial Term (2/6/2024 – 2/1/2025) and Fill Two Alternate Vacancies for One-Year Terms (2/1/2024 – 2/1/2025). **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to appoint Brooke Ann Zanetell to the regular vacancy for a partial term, February 6, 2024 to February 1, 2025. Motion carried unanimously.
 - Applicants: Brooke Ann Zanetell
- Extension Advisory Committee; Fill Three Vacancies for Three-Year Terms (2/1/2024 – 2/1/2027). **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to appoint Melody Roper and Susan Wyman for three-year terms from 2/1/2024 to 2/1/2027. Motion carried unanimously.
 - Applicants: Melody Roper, Susan Wyman
- Gunnison Basin Sage-grouse Strategic Committee; Fill Two Vacancies for Two-Year Terms (Public At-Large, Regular and Alternate, 2/1/2024 – 2/1/2026), Fill Two Vacancies for Two-Year Terms (Development At-Large, Regular and Alternate, 2/1/2024 – 2/1/2026), Fill One Vacancy for a Two-Year Term (Recreation At-Large, Regular, 2/1/2024 – 2/1/2026), Fill One Vacancy for a Partial Term (Recreation At-Large Alternate, 2/6/2024 – 2/1/2025), Fill Two Vacancies for Two-Year Terms (Research & Education At-Large Regular, Alternate, 2/1/2024 – 2/1/2026). **Moved** by Commissioner Houck, seconded by Commissioner Smith to appoint Peter Caloger as the at-large regular member of the Gunnison Basin Sage-grouse Strategic Committee. Motion carried unanimously.
 - Applicants: Peter Caloger
- Gunnison Valley Land Preservation Board; Fill One Vacancy for a Four-Year Term (2/1/2024 – 2/1/2028). **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to reappoint Sandy Guerrieri to this Board today. Motion carried unanimously.
 - Applicants: Beverly Troxtell, Sandra Guerrieri, Ericka Bremer
- Library Board of Trustees; Fill Two Vacancies for Five-Year Terms (2/1/2024 – 2/1/2029). **Moved** by Commissioner Houck, seconded by Commissioner Smith to appoint to the Library Board of Trustees for five-year terms, Kerry and Heather. Motion carried unanimously.
 - Applicants: Kerry Lefebvre, Paul Edwards; Heather Thiessen Reily
- Planning Commission: Fill One Vacancy for a Three-Year Term (Regular, 2/1/2024 – 2/1/2027), Fill Two Vacancies for One-Year Terms (Alternates, 2/1/2024 – 2/1/2025). **Moved** by Commissioner Smith, seconded by Commissioner Smith to appoint Eric Phillips to a three-year term as a regular Planning Commission member from 2/1/2024 to 2/1/2025. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to appoint both Bill Barvitski

and Catherine McBreen to one-year alternate positions as alternates on the Planning Commission. Motion carried unanimously.

- Applicants: Catherine McBreen, Bill Barvitski, Eric Phillips
- Region 10; Fill Two Vacancies for One-Year Terms (Transportation, 2/1/2024 – 2/1/2025). Colleen was present for discussion. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to appoint Colleen to a one-year term on the Region 10 Transportation Board from 2/1/2024 – 2/1/2025. Motion carried unanimously.
 - Applicants: Colleen Hannon
- Sustainable Tourism & Outdoor Recreation (STOR) Committee; Fill Four Vacancies for Two-Year Terms (At-Large, 2/1/2024 – 2/1/2026). Commissioner Smith noted that Andrew Sandstrom is actually filling the Tourism and Prosperity Partnership (TAPP) vacancy, so he is not up for consideration of one of these Board-appointed vacancies. Commissioner Puckett Daniels urged Kim Eastman to consider joining subcommittees. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to affirm Andrew’s appointment on behalf of TAPP. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to appoint Hedda Peterson, Kimberly Schappert, Dave Ochs and LB Mullin to the STOR Committee. Motion carried unanimously.
 - Frank Stern, Andrew Sandstrom, Hedda Peterson, Kim Eastman, Kimberly Schappert, Dave Ochs, LB Mullin
- Western Regional EMS Council; Fill One Vacancy for a Four-Year Term (2/1/2024 – 2/1/2028). **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to appoint Christian Malcolm to a four-year term on the Western Regional EMS Council for 2/1/2024 to 2/1/2028. Motion carried unanimously.
 - Applicant: Christian Malcolm

UNSCHEDULED PUBLIC COMMENT: There wasn’t anyone present for comment.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Crystal River Steering Committee. Commissioner Smith stated that the group will be meeting again this month, and that it will be the final meeting with the facilitator. It may be beneficial to extend the contract for one more meeting with the facilitator, so there may be a future request for funding to continue this work.
2. Southwestern Colorado Opioid Regional Council (SWCORC). Commissioner Smith informed the Board that SWCORC conducted a series of follow-up questions with the grant applicants, and that funding will begin to be allocated next week.
3. Senate Bill 24-24. Commissioner Smith testified on this bill regarding lodging taxes, and her comments focused on specific issues seen in Crested Butte. She also noted that amendments to the bill have minimized her previous concerns about conflicting language.
4. Counties & Commissioners Acting Together (CCAT) and Colorado Counties, Inc. (CCI) Steering Committees. Commissioner Smith attended these meetings, and the conversations were very productive. She will continue to update the Board on issues as they arise.

Commissioner Puckett Daniels:

1. Gunnison Valley Regional Housing Authority (GVRHA) Executive Director Search. Commissioner Puckett Daniels informed the Board that Julie Baca has been hired as the interim Executive Director. There will be a meeting this week to work on operations planning and other regular items. There have been 16 applications submitted for the position, and 6-7 will be considered for interviews as they meet qualifications.
2. Colorado Association of Ski Towns (CAST). Commissioner Puckett Daniels attended last week’s CAST meeting, and she stated that it was interesting. The members discussed topics such as geothermal applications and the work that Gunnison County has done in that respect.
3. Sustainable Tourism & Outdoor Recreation (STOR) Committee. Commissioner Puckett Daniels attended a recent meeting, during which four applications for Gunnison stewardship funding were discussed. STOR recommended forwarding all of the applications through the full-funding process. The Communications Subcommittee is meeting to discuss bilingual communications and other relevant matters. Some STOR members met with representatives from the US Forest Service to discuss infrastructure in high-use areas.

Commissioner Houck:

1. Draft Comments for Resource Management Plan Amendment for Big Game Habitat and Gunnison Sage-grouse Resource Management Plan Amendment. Commissioner Houck participated in meetings with Wildlife Consultant Jim Cochran and representatives from the BLM to create the comments that were approved earlier in the meeting.
2. Region 10 Executive Director Michelle Haynes. Commissioner Houck reached out to Ms. Hayes to discuss his appointed role with Region 10.
3. Upcoming Meetings. Commissioner Houck will participate in annual meetings scheduled to take place at the end of the month regarding Taylor Park and the Spruce Beetle Epidemic and Aspen Decline Management Response (SBEADMR).

EXECUTIVE SESSION, PURSUANT TO C.R.S. § 24-6-402(4)(B): CONFERENCES WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO LEGAL ISSUES SURROUNDING REQUESTS FOR PUBLIC RECORDS UNDER THE COLORADO OPEN RECORDS ACT, C.R.S. § 24-72-200.1 ET SEQ: Moved by Commissioner Houck, seconded by Commissioner Puckett Daniels to go into executive session pursuant to Colorado Revised Statute 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 Legal Issues Surrounding Requests for Public Records Under the Colorado Open Records Act, Colorado Revised Statute 24-72-200.1; the participants will include the full Board, the County Attorney, the Deputy County Attorney, Assistant County Managers John Cattles and Assistant County Manager for Community and Economic Development Cathie Pagano; and because we will be receiving direct input from legal counsel, there will be no contemporaneous record kept of the meeting. Motion carried unanimously.

The board went into executive session at 10:36 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

Moved by Commissioner Houck, seconded by Commissioner Puckett Daniels to come out of executive session, the reason that was identified in the motion was the reason we went into executive session, the participants were consistent with those that were read into the record, and we stayed on topic. Motion carried unanimously. The Board came out of executive session at 11:00 am. Commissioner Puckett Daniels directed the County Attorney's Office to engage in those steps necessary under State Statute to address the issues that we discussed in the executive session.

ADJOURN: Commissioner Houck adjourned the meeting at 11:01 am.

Jonathan Houck, Chairperson

Elizabeth 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. 2024-6**

**A RESOLUTION DELEGATING TO THE COUNTY MANAGER AUTHORITY
TO NEGOTIATE AND EXECUTE ALL CONTRACTS, AGREEMENTS, APPLICATIONS AND OTHER
DOCUMENTS AND TAKE ALL ACTIONS ON BEHALF OF GUNNISON COUNTY RELATED TO THE
WHETSTONE PROPERTY AND THE WHETSTONE COMMUNITY HOUSING DEVELOPMENT
PROJECT AND RATIFYING ALL PREVIOUS ACTIONS THERETO**

WHEREAS, Gunnison County, Colorado (the "County"), is a duly organized and existing county, existing as such under and by virtue of the Constitution and laws of the State of Colorado;

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

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

WHEREAS, the Board is authorized pursuant to C.R.S. § 30-11-101(c) to sell, convey or exchange any real property owned by the County and to make such order respecting the same as may be deemed conducive to the interests of the inhabitants; and

WHEREAS, the Board is authorized pursuant to C.R.S. § 30-11-107(1)(a) to make such order concerning the property belonging to the County as it deems expedient; and

WHEREAS, the Board is authorized pursuant to C.R.S. § 30-11-107(aa) to establish policies and procedures regarding entering into contracts that bind the County and delegate its power to enter into such contracts where amounts and requirements comply with such policies; and

WHEREAS, pursuant but not limited to the foregoing authorities, the Board is authorized and empowered by the laws of the State of Colorado to ratify and confirm past acts and decisions of the County Manager and other officers and employees of the County; and

WHEREAS, the Board affirms its authority to retroactively approve and ratify actions taken by the County Manager in the best interest of the County as well as to further formalize all past delegations of authority to the County Manager and other County officers and employees by motion of the Board of County Commissioners; and

WHEREAS, by motion on November 20, 2018, the Board authorized the County Manager to execute all documents related to the purchase by the County of that parcel of real property located at 25315 Hwy 135 and legally described as a tract of land in the NW1/4 SE1/4, Section 12, Township 14 South, Range 86 West ("Whetstone Property"); and

WHEREAS, on February 5, 2019, the Board adopted Resolution 2019-4, titled "A Resolution Authorizing the Financing of a Portion of the Acquisition Price of Certain Real Property and, in Connection Therewith, Authorizing the Leasing of Certain Real Property and the Execution and Delivery by the County of a Site Lease, a Lease Purchase Agreement, and Other Documents and Matters Relating to Certain Certificates of Participation, Series 2019; Setting Forth Certain Parameters and Restrictions with Respect to the Financing; Authorizing Officials of the County to Take All Actions Necessary to Carry Out the Transactions Contemplated Hereby; Ratifying Action Previously Taken; and Providing for Other Matters Related Thereto", which ratified previous actions by the County Manager and further authorized the County Manager and other County staff to execute documents related to financing of the purchase of the Whetstone property; and

WHEREAS, on February 16, 2021, the Board adopted Resolution 2021-1, titled "A Resolution Delegating Signatory Authority to County Manager for Affordable Housing Deed Restrictions", which authorized the Gunnison County Manager, on behalf of the Board, "to sign all documents [and] to enter into contracts that bind the County in the transfer of affordable housing units" and further ratified all prior actions of the County Manager related to the transfer of affordable housing units; and

WHEREAS, in May 2021, the County, through its Community and Economic Development and Sustainability and Operations Departments initiated the Whetstone Community Housing Project LUC-22-000049 ("Whetstone Project"); and

WHEREAS, on March 1 2022, the County Manager, pursuant to the authority delegated to him by the Board and on behalf of the County, executed a Memorandum of Understanding for an Assessment of Town Water and Sanitary Sewer Infrastructures Capabilities to serve the Whetstone Workforce Housing Development between the Town of Crested Butte and Gunnison County; and

WHEREAS, the County submitted its Whetstone Community Housing Land Use Change application on September 9, 2022 pursuant to the *Gunnison County Land Use Resolution*, as amended ("LUR"); and

WHEREAS, on February 7, 2023, the Board adopted Resolution No. 2023-2, approving the County's application for sketch plan approval of the Whetstone Project; and

WHEREAS, on April 18, 2023, the Board adopted Resolution 2023-11, authorizing the County Manager, on behalf of the Board to purchase real property located at 25476 State Highway 135 near Crested Butte, Colorado and proximate to the Whetstone property for the purpose of securing land that would permit further development of the traffic intersection intended to serve the Whetstone Project; and

WHEREAS, on September 18, 2023, the County Manager, pursuant to the authority delegated to him by the Board and on behalf of the County, executed an Intergovernmental Agreement between the Town of Crested Butte and Gunnison County for the extension of utilities to the Whetstone Project; and

WHEREAS, on November 16, 2023, the County Manager, pursuant to the authority delegated to him by the Board and on behalf of the County, executed a Development and Construction Management Agreement with Servitas, LLC for the Whetstone Project; and

WHEREAS, on January 4, 2023, the County submitted a request for extension of submittal deadline pursuant to Section 7-202 of the LUR, and on January 16, 2024 the Board approved the extension request; and

WHEREAS, the County Manager and the Board anticipate that the County Manager will be required to execute additional agreements and contracts and take such additional and appropriate steps to further develop, finance and complete the Whetstone Project in order to provide attainable housing in Gunnison County; and

WHEREAS, because the LUR requires the Board to decide whether to approve the Whetstone project pursuant to the LUR, the Board finds it in the best interest of the County to delegate to the County Manager and to the staff of the County the authority to both administer the Whetstone Property and pursue regulatory approval of the Whetstone project; and

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

1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board.

2. The Board hereby delegates to the County Manager or his or her designee the authority to take all acts and negotiate and execute all contracts, agreements, applications, and other such documents necessary and appropriate relating to the Whetstone Property and the Whetstone Project, including but not limited to:

- a. All acts, agreements or documents necessary to acquire, purchase, lease, assignment, exchange or sale of the Whetstone Property and surrounding properties;
- b. All acts, agreements, or documents necessary for the sale, lease, assignment, transfer or dedication of any property interest held or acquired by the County with regard to the Whetstone property, including but not limited to the assignment, transfer or lease of water rights, easements, rights of way and the dedication, assignment or transfer of roads, utility infrastructure or improvements to the Whetstone Property;
- c. All acts, agreements, or documents necessary for continued pursuit of the application for a land use change permit for the Whetstone Project under the LUR;
- d. All acts, agreements, or documents necessary to secure utility services to the Whetstone Project including but not limited to any agreements necessary for potential municipal annexation of the Whetstone Property;

- e. All acts, agreements, or documents necessary to lease residential units to prospective residents or tenants of the Whetstone Property; and
- f. All acts, agreements, or documents necessary for the development, construction, and financing of the Whetstone Project, including but not limited to all contracts or agreements with any other governmental entity, financial institution, broker, lender, developer, designer, builder, attorney, accountant or other such contractor or good or service provider for the development, construction, and financing of the Whetstone Project;

3. All action heretofore taken not expressly inconsistent with the provisions of this Resolution by the Board or the officers, agents or employees of the County, including but not limited to the County Manager relating to the Whetstone Property and the Whetstone Project, including but not limited to those actions set forth in the foregoing recitals, and also including but not limited to:

- a. The acquisition, purchase, lease, assignment, exchange or sale of the Whetstone Property and surrounding properties;
- b. The sale, lease, assignment, transfer or dedication of any property interest held or acquired by the County with regard to the Whetstone property, including but not limited to the assignment, transfer or lease of water rights, easements, rights of way and the dedication, assignment or transfer of roads, utility infrastructure or improvements to the Whetstone Property;
- c. The application for and pursuit of a land use change permit for the Whetstone Project under the LUR;
- d. All agreement(s) with the Town of Crested Butte, special districts and other service providers to provide utility services to the Whetstone Project, including but not limited to any agreement, application or other such paper or process related to potential annexation of the Whetstone Property by the Town of Crested Butte; and
- e. All agreement(s) with any other governmental entity, financial institution, broker, lender, developer, designer, builder, attorney, accountant or other such contractor or good or service provider for the development, construction, and financing of the Whetstone Project;

Are hereby ratified, approved and confirmed *nunc pro tunc*.

4. The Board hereby finds and determines pursuant to the Constitution and laws of the State of Colorado that the acquisition of the Site and the financing of a portion of the costs thereof, including the costs of executing and delivering the Certificates, pursuant to the terms set forth in the Site Lease and the Lease, is in the best interest of the County and serves a valid public purpose and the Board hereby authorizes and approves the same.

5. The County Manager, and other employees and officials of the County are hereby authorized and directed to execute and deliver for and on behalf of the County any and all additional certificates, documents and other papers, and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Resolution. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by the County Manager prior to the execution of the documents, except that all such documents shall be provided to the County Attorney or his or her designee for review for legal sufficiency prior to execution. The execution of any instrument by the appropriate officers of the County herein authorized shall be conclusive evidence of the approval by the County of such instrument in accordance with the terms hereof.

6. Nothing in the resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

7. All orders, instructions, motions and resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This paragraph shall not be construed to revive or revise any ordinance, motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.

8. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

9. This Resolution shall be in full force and take effect immediately upon its passage and approval, and shall remain in effect unless and until repealed or amended by subsequent Resolution.

INTRODUCED by Commissioner Puckett Daniels, seconded by Commissioner Smith, and adopted this 6th day of 2024.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO

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

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2024-7**

**A RESOLUTION ESTABLISHING THE POLICY FOR APPOINTMENTS TO
BOARDS AND COMMISSIONS MANAGED BY GUNNISON COUNTY AND OTHER
ORGANIZATIONS**

THIS RESOLUTION SUPERSEDES RESOLUTION NO: 2019-17

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado (“Board”) has the authority to appoint members to various Gunnison County boards and commissions and to other boards and commissions that allow representation from Gunnison County; and

WHEREAS, the Board desires to establish a policy to ensure that the appointment process:

- o Will be timely;
- o Will foster applications for open positions;
- o Will be open to public scrutiny;
- o Will comply with applicable legal requirements; and
- o Will result in appointments that are in the best interests of Gunnison County;

WHEREAS, the appointment process established by this Resolution shall apply to appointments to the following boards and commissions:

- a. 7th Judicial Community Corrections Board
- b. Board of Adjustment
- c. Colorado River Water Conservation District Board
- d. Commissioner of Deeds
- e. Environmental Health Board
- f. Extension Advisory Committee
- g. Gunnison Basin Sage-grouse Strategic Committee
- h. Gunnison Cemetery District Board
- i. Gunnison Valley Hospital Board of Trustees
- j. Gunnison Valley Regional Housing Authority Board
- k. HB 1177 Roundtable
- l. Historic Preservation Commission
- m. Land Preservation Board
- n. Library Board of Trustees
- o. Medical Health Officer
- p. Planning Commission
- q. Region 10 Board
- r. Southwest Colorado Opioid Regional Council
- s. Sustainable Tourism and Outdoor Recreation Committee
- t. Tenderfoot Child & Family Development Center Board of Directors
- u. Tourism and Prosperity Partnership Board
- v. Veterans Service Officer
- w. Watershed Weed Commission
- x. Western Regional EMS Council
- y. Other boards and commissions as identified from time to time by the Board of County Commissioners

WHEREAS, the appointment process established by this Resolution shall be followed unless the process is in conflict with a specific requirement of an applicable ordinance, statute, established resolution of the Board, or other legal requirement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the procedure for advertisement, interview, and appointment of persons to vacancies on

boards and commissions shall occur by the following process except in unusual circumstances, such as those dictated by statute or specific bylaws (see Section 7 below):

Annual Appointment Process:

1. Notification:
 - a. Prior to or at the time of issuance of the annual vacancy notice, County staff members and/or the chairperson involved with each board or commission will be advised of upcoming vacancies and asked to encourage citizens to apply who have the appropriate interest, commitment, and skills.
 - b. Prior to or at the time of issuance of the annual vacancy notice, persons whose terms are expiring will be informed of their term expiration, thanked for their service, and, at the discretion of the County, encouraged to reapply.
2. Vacancy Notices and Applications:
 - a. Annual Board requests for applications for appointment shall be made via newspaper, the County website, and/or the County's social media outlets; and
 - b. The vacancy notice shall be issued no later than November 1st with a response deadline of December 1st, or the first business day thereafter.
3. Scheduling/Conducting Interviews and Making Appointments:
 - a. Interviews shall be accomplished by the Board of County Commissioners prior to January 20th. Notification of interview date and time will be made by email to applicants.
 - b. Incumbent applicants will be advised that the interview is conducted for both an interview and opportunity for the applicant to update the Board on activities of that board or commission.
4. Re-notification:
 - a. After the first round of appointments are made, the Board may opt to pursue a second round of appointments by following the same process as stated above, but for only three weeks for any specific board or commission vacancies remaining.
5. Recruitment:
 - a. After two rounds of interviews and appointments, County staff members and/or the chairperson involved with each board or commission will be advised of remaining vacancies and asked to recruit applicants. If this process yields interested applicants, interviews and appointments will be scheduled.
6. Out-of-Cycle Applications and Vacancies; Removal of Appointees:
 - a. If a resignation and/or other creation of a vacancy occurs outside of the annual cycle outlined above, the Board may elect to create and follow an appropriate recruitment and appointment schedule to fill that vacancy.
 - b. All appointments pursuant to this Resolution are at will, and all appointees appointed pursuant to this Resolution shall serve at the pleasure of the Board. Accordingly, all appointees appointed pursuant to this Resolution are not considered employees of Gunnison County, and the Board may remove any appointee at any time for any reason, with or without cause, unless the law expressly provides otherwise.
 - c. The Board may, at its discretion, temporarily extend the term dates of any appointee if their term is set to expire prior to the conclusion of the interview and appointment schedule so that service on the board or commission is not disrupted. The Board may also, at its discretion, accept late letters of interest if the number of vacancies is greater than the number of letters of interest submitted by the deadline.
7. Special Circumstances Dictated by Bylaws and/or Statutes:
 - a. Colorado River Water Conservation District. Pursuant to CRS § 37-46-104, the Board shall make its regular appointment to the Colorado River Water Conservation District during its first meeting in January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person, and that appointee shall take office beginning on the third Tuesday in January.
 - b. Gunnison Valley Hospital Board of Trustees. Pursuant to CRS § 25-3-303 and the Gunnison Valley Hospital Board of Trustees bylaws, the Board shall make regular appointments to the Gunnison Valley Hospital Board of Trustees on or before the second Tuesday of January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person within 10 days of appointment. The appointee shall take office beginning on the first day of February.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels and adopted this 6th day of February, 2024.

GUNNISON COUNTY BOARD OF
COUNTY COMMISSIONERS

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

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 3/19/2024

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft BOCC Minutes; 3/19/2024

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@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: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/2/2024

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
March 19, 2024**

The March 19, 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
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matthew Hoyt, County Attorney

Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Commissioner Houck called the meeting to order at 9:14 am.

ALCOHOL BEVERAGE LICENSE #03-02907; IRWIN BACKCOUNTRY GUIDES LLC DBA PARKING BARN; 5/20/2024 TO 5/20/2025

ALCOHOL BEVERAGE LICENSE #03-02906; IRWIN BACKCOUNTRY GUIDES LLC DBA MOVIE CABIN; 5/20/2024 TO 5/20/2025

Moved by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Alcohol Beverage License 03-02907 for Irwin Backcountry Guides LLC, dba Parking Barn and Alcohol Beverage License 03-02906 Irwin Backcountry Guides LLC, doing business as Movie Cabin. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 9:15 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Houck called the meeting to order at 9:15 am.

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

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the minutes as amended and read into the record as they are on the agenda. Motion carried unanimously.

1. November 21, 2023
 - a. Commissioner items number 2 for Commissioner Smith, she stated that she was asked to help review candidates, not locate candidates.
2. December 19, 2023
 - a. Commissioner items number 3 for Commissioner Smith, she stated that the meeting was also in coordination with the Crested Butte Nordic Center.
3. January 16, 2024
 - a. Pages 2 and 4 have February 16th at the top of the page and it needs to be switched to January 16th.
 - b. On page 2 item 6 r12 needs to be stricken.
4. February 20, 2024
5. March 5, 2024
 - a. The motion for the Boards and Commissions discussions needs to be specific for the Gunnison Basin Sage-grouse Strategic Committee.
 - b. Under Commissioner items number 3 for Commissioner Smith, senior water rights need to be changed to peaking and steam flow protections.
 - c. Under Commissioner items number 2a for Commissioner Smith, wildlife needs to change to sale of homes.

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated. CA Hoyt will participate remotely during the Board meeting scheduled during the Crested Butte spring break.

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

1. Acknowledgement of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Natural Resources Conservation Service; Elizabeth With as Regular and Allison Hearne as Alternate
2. Acknowledgement of Appointment; Gunnison Basin Sage-grouse Strategic Committee; U.S. Forest Service; Dayle Funka as Regular and Matt Vasquez as Alternate
3. Acknowledgement of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Gunnison County Stockgrowers' Association; Paul Mowery as Regular and Burt Guerrieri as Alternate
4. Amendment No. 2; Jviation Project No: 10019123; \$407,141

5. FAA Grant Application; Gunnison-Crested Butte Regional Airport; Gunnison County Fiscal Impact \$151,135
6. Professional Services Agreement; Gunnison Area Community Plan; County obligation not to exceed \$53,030
7. Grant Application Approval; Colorado Department of Early Childhood; Community Based Child Abuse Prevention (CBCAP) – CBCAP Implementation RFA; \$74,996
8. Contract Agreement; Gunnison-Crested Butte Regional Airport, Oldcastle SW Group dba United Companies; \$3,013,140.50

COUNTY MANAGER’S REPORTS:

1. Sawtooth Housing Project – CM Birnie signed the final agreement with Fading West on March 7th for Phase 2, which is 32 apartment units in a modular build. The guaranteed maximum price for Phase 2 is just over \$11M, which equals \$340.56 a square foot and is inclusive of all costs such as all units, site work, geothermal and solar. He stated the County has developed a strong partnership with Fading West. CM Birnie also relayed that the applications for City permits have been submitted and factory production will begin in April and be completed mid-June, the on-site mobilization for site work is targeted for early April, setting the units is targeted for the third week of June with a goal of October for completion and move in.

VOUCHERS AND TRANSFERS APPROVAL: Chief Financial Officer Perry Solheim presented the voucher approval report dated March 19, 2024 and the cash transfer authorization dated February 2024 for discussion and approval. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the vouchers in the amount of \$2,767,303.55. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the cash transfer in the amount of \$10,170,901.22. Motion carried unanimously.

TREASURER’S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the February 2024 Treasurer’s Report and an investment report dated February 29, 2024 for discussion and acceptance. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to accept the Treasurer’s Report and authorize the Chairperson’s signature as presented. Motion carried unanimously.

ALTERNATE APPEAL SCHEDULE REQUEST 2024; GUNNISON COUNTY ASSESSOR’S OFFICE: Assessor Kristy McFarland was present for discussion.

Assessor McFarland stated that this is an annual request that is required to be made every year, if desired. The only difference between the regular and alternate schedule is the Assessor’s Office has longer to send out Notices of Determination, which in turn allows more interactions with property owners and leads to better decisions. Assessor McFarland also noted that the hearing dates are spread out more and are more convenient for the Board and the petitioners. She also stated there have been no complaints from the public with regard to the alternate schedule. Commissioner Smith commented that the alternate schedule was beneficial for her personally for her property. Commissioner Puckett Daniels commented that when the timeline is compressed into a two-week timeline, it doesn’t give the people an opportunity to process the information given. Commissioner Houck noted that this will allow flexibility between the members of the community and the Assessor’s Office. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to adopt the alternate schedule request from the County Assessor’s Office as presented in the packet. Motion carried unanimously.

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY HOUSING NEEDS ASSESSMENT FUNDING REQUEST: Commissioner Puckett Daniels stated the last regular Housing Needs Assessment was done in 2019 with an update in 2021 and this will be a new data collection effort which is required every three years. The Gunnison Valley Regional Housing Authority has an aggressive timeline and has been sending surveys to major employers within the community but would also like to do employee and household surveys. The original Housing Needs Assessment package is \$54,000 which is funded by \$24,000 from Gunnison Valley Regional Housing Authority, \$5,000 from Valley Housing fund, and a \$25,000 grant from Colorado Housing and Finance Authority (CHFA). \$15,000 is needed to complete the employee and household survey. \$3,750 is requested from each jurisdiction from the regional partners, including Gunnison County. **Moved** by Commissioner Smith, seconded by Commissioner Houck to allocate \$3,750 from the discretionary funds to the Gunnison Valley Regional Housing Authority Housing Needs Assessment funding request. Motion carried unanimously.

A RESOLUTION APPROVING LUC-22-00052 ELK RANCH HOMESTEAD SUBDIVISION LOCATED AT THE PROPERTY LEGALLY DESCRIBED AS A TRACT OF LAND WITHIN THE SE1/4 NW1/4 OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO; SAID TRACT BEING MORE PARTICULARLY DESCRIBED WITHIN THE WARRANTY DEED RECORDED UNDER NO. 675047, PARCEL NO. 3701-350-00-027: Planning Director Hillary Seminick, and Applicants Bobette McCarroll and Richard McCarroll were present for discussion.

PD Seminick stated the Elk Ranch Homestead is 14 acres of undeveloped land and the applicants are looking to subdivide it into three lots. The parcel is encumbered by a restricted covenant on the warranty

deed that doesn't allow it to be further subdivided into more than three lots. PD Seminick informed the Board that since the last public hearing, the pre-annexation that was in discussion with the City was executed. A Development Improvements Agreement will be required only for the driveway improvements. Commissioner Houck commented he feels there is no need for an additional public hearing. Commissioner Smith and Commissioner Puckett Daniels agreed. Ms. McCarroll praised the staff for the effort put in and is extremely impressed by the professionalism presented. **Moved** by Commissioner Smith, seconded Commissioner Puckett Daniels to approve Resolution 24-11 a Resolution Approving LUC-22-00052 Elk Ranch Homestead Subdivision. Motion carried unanimously.

A RESOLUTION CLARIFYING THE DUTIES OF THE GUNNISON COUNTY BOARD OF ADJUSTMENT UNDER THE GUNNISON COUNTY LAND USE RESOLUTION AND OTHER APPLICABLE AUTHORITIES AND REPEALING PRIOR RESOLUTIONS RELATED TO THE BOARD OF ADJUSTMENT:

CA Hoyt explained that previous adopted resolutions created three different bodies for appeals, those being the Board of County Commissioners, the Board of Adjustments, and the Board of Appeals. CA Hoyt stated to be consistent with the intent of the Board with the adoption of the amendments that this is a cleanup resolution, so all three bodies are folded into one Board of Adjustment. He also informed the Board that the former Board of Appeals should normally have at least one member of the board have building construction experience. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Resolution 2024-12 a Resolution Clarifying the Duties of the Gunnison County Board of Adjustment Under the Gunnison County Land Use Resolution and Other Applicable Authorities and Repealing Prior Resolutions Related to the Board of Adjustment. Motion carried unanimously.

A RESOLUTION ESTABLISHING AND AMENDING THE POLICY FOR APPOINTMENTS TO BOARDS AND COMMISSIONS MANAGED BY GUNNISON COUNTY AND OTHER ORGANIZATIONS:

CA Hoyt stated this resolution is to clarify that interviews are discretionary on the part of the Board and are not mandatory, and to require social media posting of potential board appointments in addition to the print publications. CA Hoyt also informed the Board he took the opportunity to clean up some of the language throughout to make it clearer within the resolution. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution 2024-13 a Resolution Establishing and Amending the Policy for Appointments to Boards and Commissions Managed by Gunnison County and Other Organizations. Motion carried unanimously.

BREAK There was a break in the meeting from 10:02 am to 10:12 am.

GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS:

1. Extension Advisory Committee; Fill One Vacancy for a Three-Year Term (2/1/2024 – 2/1/2027)
 - Applicant:
 - Melissa Post**Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to appoint Melissa Post to that vacancy for Extension Advisory Committee. Motion carried unanimously.
2. Gunnison Basin Sage-grouse Strategic Committee; Fill One Vacancy for Two-Year Terms (Public At-Large, Alternate, 2/1/2024 – 2/1/2026), Fill Two Vacancies for Two-Year Terms (Development At-Large, Regular and Alternate, 2/1/2024 – 2/1/2026), Fill Two Vacancies for a Two-Year Terms (Recreation At-Large, Regular and Alternate, 2/1/2024 – 2/1/2026), Fill Two Vacancies for Two-Year Terms (Research & Education At-Large Regular and Alternate, 2/1/2024 – 2/1/2026)
 - Applicants:
 - Commissioner Smith recommended these placements:
 - Steffanie Chain – Public At-Large Alternate Member
 - Tim Kugler – Recreation At-Large Regular Member
 - Pat Magee – Research & Education At-Large Alternate Member
 - Sean Patrick – Recreation At-Large Alternate Member
 - Petar Simic – Research & Education At-Large Regular Member**Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the Gunnison Basin Sage-grouse Strategic Committee appointments as outlined by Commissioner Smith. Motion carried unanimously.
3. Historic Preservation Commission; Fill Five Vacancies for Three-Year Terms (2/1/2024 – 2/1/2027)
 - Applicants:
 - LeeAnn Mick
 - Shelley Popke
 - Heather Thiessen-Reily**Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to appoint LeeAnn Mick, Shelley Popke, and Heather Thiessen-Reily for three-year terms on the Historic Preservation Commission. Motion carried unanimously.
4. Region 10 Board; Fill One Vacancy for a One-Year Term (Transportation 2/1/2024 – 2/1/2025)
 - Applicant:
 - Vincent J. Rogalski

Moved by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Vincent J. Rogalski to fill one vacancy for a one-year term on the Region 10 Board in the transportation position. Motion carried unanimously.

5. Southwest Colorado Opioid Regional Council; Fill One Vacancy for Two-Year Term (Health Care Representative 2/1/2024 – 2/1/2026)
 - Applicant:
 - Kari Commerford
Commissioner Smith would like to keep dates of term the same as hers. She will check the bylaws and inform. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Kari Commerford to the Southwest Colorado Opioid Regional Council to fill a two-year term as the healthcare representative. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT: There were no persons present for discussion.

COMMISSIONER ITEMS:

Commissioner Smith:

1. CCI Steering and Counties & Commissioners Acting Together – Commissioner Smith noted that the snowstorm prevented almost everyone from making it to the meeting in person and it took place online. House Bill 22-1300 which would have required counties to have adopted the WUI code was pushed back against the recent amendments by Gunnison County and 11 other counties. Commissioner Smith then added that the most recent amendment would make the program permissive.
2. Child Welfare Allocation Committee – Commissioner Smith serves on behalf of the Western District and has been coordinating with ACM Reynolds and the finance team due to significant implications for child welfare allocations across the state. She noted that there was a workload study that caused some counties to push for more discretion in the committee to deviate from the workload study to determine the allocation formulas across the state. Commissioner Smith stated that she feels the budgets can be very volatile for small counties and that the original workload allocation was favorable. ACM Reynolds and Commissioner Smith will be attending the next meeting to represent Gunnison County as well as the Western District.
3. Crystal River Steering Committee – Zane Kesler and Commissioner Smith are co-chairing the IGA Committee and are moving towards an intergovernmental agreement with Pitkin County and other small local governments. Commissioner Smith has a meeting next week with the two subcommittees and the co-chairs to develop a communication strategy. There has been talk of extending the contract for the facilitators. Commissioner Smith explained that there will be two in-person steering committees each year and they are talking about the need for another community summit. She noted that having 25 different stakeholders come to a consensus on how to move forward is incredible.
4. Gunnison Valley Rural Transportation Authority (RTA) – Commissioner Smith will be attending the retreat on Friday. Air service, air command, and public transportation will be discussed. Commissioner Puckett Daniels will also attend.

Commissioner Puckett Daniels:

1. Colorado Post Board Work Session Meeting – Commissioner Puckett Daniels attended on Thursday and Friday. She stated she does not have much to report, but there are ongoing developments in new curriculum for police academies across the state and developing programs for teaching the teachers.
2. Gunnison Valley Regional Housing Authority – Commissioner Puckett Daniels reported that they did not have a conclusion to the Executive Director search, stating they will work through the process to end up with the best result.
3. Mayor and Manager's Luncheon – Commissioner Puckett Daniels and Commissioner Houck participated on March 8th.
4. Community Ski Day – Commissioner Puckett Daniels reported that Crested Butte Mountain Resort and Vail shared information about their Epic Promise Grants and the ways they help the community. She felt it was cool to connect with partners there.
5. Town of Crested Butte Meeting – Commissioner Puckett Daniels stated that they approved an intergovernmental agreement with Gunnison Valley Regional Housing Authority to purchase and implement deed restriction monitoring software.

Commissioner Houck:

1. Department of Natural Resources – Commissioner Houck participated in a phone meeting where they talked about some opportunities around the area.
2. Town Council Meetings – Commissioner Houck noted he wants to get back on the schedule of every four months one commissioner attending a town meeting and each rotating, so all commissioners will sit in front of the councils for Mt. Crested Butte, Crested Butte, and the City of Gunnison. He will work on setting up the schedule.
3. HB 1177 Roundtable – Commissioner Houck attended the meeting and will provide a report during a future meeting.

4. Employee Newsletter – Commissioner Houck asked Commissioner Puckett Daniels or Commissioner Smith to write an introduction piece for the upcoming newsletter.
5. Annual Employee and BOCC Surveys – Commissioner Houck reminded Commissioner Puckett Daniels and Commissioner Smith to complete those by the end of the month.
6. County Road 3 and Marble – Commissioner Houck noted that there needs to be a discussion scheduled on a regular meeting to discuss issues and provide direction.
7. Joint Public Hearing – Commissioner Houck commented that there is a hearing this Thursday for continuation of the Spezze Subdivision hearing. Commissioner Houck noted that he has a meeting with Gunnison Basin Sage-grouse Strategic Committee and Bureau of Land Management to finalize the Resource Management Plan Amendment (RMPA) so he may not be able to attend.
8. Final Resource Management Plan – Commissioner Houck stated the final comments were put in the plan and the Board should be seeing the final plan document soon.
9. Upper Gunnison River Water Conservancy District – Commissioner Houck is representing Gunnison County on the Drought Resistance Resilience Task Force. He stated that there will be a public facing piece on the 27th.

ADJOURN: Commissioner Houck adjourned the meeting at 10:40 am.

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

CALL TO ORDER: Commissioner Houck called the meeting to order at 10:40 am. Assistant County Manager for Health, Human and Safety Services Joni Reynolds, Deputy Health and Human Services Director Brad Wheaton, Community Health Manager Margaret Wacker, and Health Coalition Coordinator Reiley Jones were present for discussion.

BOARD OF HEALTH MEMBER COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TRAINING: ACM Reynolds noted that the State sent out a couple of emails. The required annual Board of Health Member training is an annual training with a new module being out for the last two years. She also stated that they don't go in sequential order so any of the three modules is possible. ACM Reynolds also informed the Board that for the last three years the training platform has changed, which has made it difficult for boards to complete. She stated she will resend the email to the Board.

REGIONAL INSTITUTE FOR HEALTH AND ENVIRONMENTAL LEADERSHIP (RIHEL) LEADERSHIP TRAINING: ACM Reynolds noted that this leadership training is optional and not required.

HEALTH COALITION UPDATE: HCC Jones stated that the purpose of the Health Coalition is to improve the wellbeing of all community members, which includes social, physical, mental, and spiritual health. Their goal is to serve as a centralized hub for many organizations and coalitions that exist in our community. CHM Wacker noted that several nonprofits have joined the coalition as part of a collective impact process.

Commissioner Houck asked about the One Valley Prosperity Project. CHM Wacker stated that one of the goal areas was health equity which included youth, health and wellness, and basic needs.

HCC Jones reported the Health Coalition has six responsibilities which is to enhance collaboration, be proactive, educate, advocate, monitor progress, and provide oversight of stakeholder initiatives. She noted there are also three new subgroups in the coalition:

1. Sense of Belonging – HCC Jones stated this is led by Tina McGuinness, GV Mentors and Ricardo Esqueda, City of Gunnison. It includes a Community Champion campaign and a welcoming tip guide.
2. Access to Service – HCC Jones noted this subgroup is led by John Powell and Kyle Tibbett and includes a referral mapping project.
3. Workforce support – HCC Jones stated this subgroup is led by Jodi Payne, Gunnison Country Food Pantry and includes a Community-Owned Wellness Program. This is an employee assistance program (EAP), a pilot program, co-op model for employee assistance programs for local businesses through Lines and Associates, prioritizing at-risk populations, and enrolling 150 community members.

HCC Jones commented that the leadership group meets every month and plans the Large Help Coalition agendas. They are also working on updating the coalition's strategic plan.

CHM Wacker said that one goal is to promote cross-sector communication, and through the Health Coalition they engage with diverse entities to develop multifaceted projects to advance services through the autonomous group and the three subgroups that take action through collective impact. CHM Wacker noted that one member of the Health Coalition Leadership Team attends the One Valley Leadership Council Group.

ADJOURN: Commissioner Houck adjourned the meeting at 11:08 am.

Jonathan Houck, Chairperson

Elizabeth Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Holly Perry, 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. 24 - 11**

**A RESOLUTION APPROVING LUC-22-00052 ELK RANCH HOMESTEAD SUBDIVISION
LOCATED AT THE PROPERTY LEGALLY DESCRIBED AS A TRACT OF LAND WITHIN THE SE1/4
NW1/4 OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL
MERIDIAN, GUNNISON COUNTY, COLORADO; SAID TRACT BEING MORE PARTICULARLY
DESCRIBED WITHIN THE WARRANTY DEED RECORDED UNDER NO. 675047, PARCEL NO.
3701-350-00-027.**

WHEREAS, the Applicant, Bobette Sylvester McCarroll and Richard McCarroll propose the Elk Ranch Homestead Subdivision, which would subdivide a 14.2-acre undeveloped parcel into three lots: Lot 1, 5.85 acres; Lot 2, 5.85 aces; Lot 3, 2.5 acres; and,

WHEREAS, the parcel is subject to a restrictive covenant established in the General Warranty Deed at Reception No. 446821 which states "...run with the land, limiting the property conveyed hereby to agricultural and residential uses with not to exceed three (3) single family houses, and necessary utility buildings and customary agricultural buildings."

WHEREAS, the Applicant and the City of Gunnison entered into a Pre-Annexation Agreement on February 16, 2024 recorded at Reception No. 695278, requesting and consenting to future annexation of the subject property for the purpose of extending the City of Gunnison’s water and sanitary sewer services; and,

WHEREAS, the Applicant agrees to convey a public right of way dedication as described in the Pre-Annexation Agreement executed on February 16, 2024 recorded at Reception No. 695278; and,

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on January 4, 2024. At the continued joint public hearing on January 18, 2024, the Gunnison County Planning Commission approved a Recommendation of conditional approval of the Elk Ranch Homestead Subdivision and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on March 9, 2024, receive and review the Planning Commission’s Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's January 18, 2024 recommendation, with the following Findings and Conditions of Approval:

FINDINGS:

The Board finds that:

1. The Planning Commission classified the application as a Minor Impact Project, based upon the impact classification found in Section 6-102: Projects Classified as Minor Impact Projects A, 2-4 Units.

2. The land use change complies with all applicable requirements of the Gunnison County and Use Resolution and Section 6-10: Standards of Approval for Minor Impact Projects.
3. This application is consistent with the standards and requirements of this Resolution.
4. The parcels will be served by municipal sewer.
5. Restrictive Covenants for have been provided.
6. A Sage-grouse report dated January 13, 2022 has been completed. This proposal will not adversely impact the Gunnison Sage-grouse or their habitats.
7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A mylar subdivision plat, in compliance with Section 6-105, Gunnison County Land Use Resolution, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
3. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the Gunnison County Land Use Resolution.
4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
5. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
6. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
7. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.
8. Enter into a Development Improvement Agreement pursuant to Section 16-118 Development Improvement Agreement Required.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-22-00052 Elk Ranch Homestead Subdivision is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2024-12**

**A RESOLUTION CLARIFYING THE DUTIES OF THE GUNNISON COUNTY BOARD OF
ADJUSTMENT UNDER THE GUNNISON COUNTY LAND USE RESOLUTION AND OTHER**

APPLICABLE AUTHORITIES AND REPEALING PRIOR RESOLUTIONS RELATED TO THE BOARD OF ADJUSTMENT

WHEREAS, Gunnison County, Colorado (the "County"), is a duly organized and existing county, existing as such under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, the Gunnison County Board of County Commissioners (the "Board") has adopted the Gunnison County Land Use Resolution, as amended ("LUR"), pursuant to the authorities cited in Section 1-102 of the LUR; and

WHEREAS, the Board first adopted a master plan and the first iteration of the LUR as early as Resolution No. 25, Series 1977;

WHEREAS, the Board has adopted Resolution No. 2023-22, A Resolution Adopting the 2021 Editions of the "International Building Code," the "International Residential Code," the "International Mechanical Code," the "International Fuel Gas Code," the "International Energy Conservation Code," the "International Existing Building Code," and the "Colorado Model Electric Ready and Solar Ready Code," with Amendments, and Amendments to the 2021 Edition of the "International Wildland- Urban Interface Code";

WHEREAS, pursuant to the LUR, C.R.S. § 30-28-117 and other applicable authorities, the Board, pursuant to Resolution Nos. 05-24, 08-03, and other resolutions and official acts has created a Board of Adjustments, now referred to in the LUR as the "Board of Adjustment";

WHEREAS, pursuant to the LUR, C.R.S. § 30-28-206 and other applicable authorities, the Board, pursuant to Resolution Nos. 05-24, 08-03, and other resolutions and official acts has created a Board of Review, which is referred to by the County as the "Board of Appeals";

WHEREAS, the Board has adopted Resolution No. 2023-38, A Resolution Amending the Gunnison County Land Use Resolution;

WHEREAS, the amendments adopted by Resolution No. 2023-28 replaced by operation of law the then-existing Board of Adjustments and Board of Appeals with a new Board of Adjustment intended to perform both the functions of the prior Board of Adjustments and Board of Appeals;

WHEREAS, the amendments to the LUR adopted by Resolution No. 2023-28 supersede and overrule all special area regulations in conflict with its express provisions, including but not limited to the Crested Butte South Special Area Regulations; and

WHEREAS, the Board of Adjustment includes members experienced in building construction consistent with CRS § 30-28-206(1);

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

1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board.
2. As set forth in the LUR, the Board of Adjustment shall serve all purposes previously served by the Board of Adjustments and the Board of Appeals (Board of Review).
3. The Board shall take all reasonable steps to ensure that the Board of Adjustment includes members experienced in building construction.
4. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.
5. Resolution Nos. 08-03 and 05-24 are hereby repealed, and the Board hereby ratifies such appeal due to operation of Resolution No. 2023-38 as of the effective date of Resolution No. 2023-38.
6. All other orders, instructions, motions and resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This paragraph shall not be construed to revive or revise any ordinance, motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.
7. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph,

clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

8. This Resolution shall be in full force and take effect immediately upon its passage and approval, and if approved shall, to the fullest extent permitted by law, apply retroactively and nunc pro tunc to the date Resolution No. 2023-28 was enacted, and shall remain in effect unless and until repealed or amended by subsequent Resolution.

INTRODUCED by Commissioner Puckett Daniels, seconded by Commissioner Smith, and adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2024-13

**A RESOLUTION ESTABLISHING AND AMENDING THE POLICY FOR APPOINTMENTS TO
BOARDS AND COMMISSIONS MANAGED BY GUNNISON COUNTY AND OTHER
ORGANIZATIONS**

THIS RESOLUTION SUPERSEDES RESOLUTION NOS 2019-17 AND 2024-7

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado ("Board") has the authority to appoint members to various Gunnison County boards and commissions and to other boards and commissions that allow representation from Gunnison County, Colorado ("County"); and

WHEREAS, the Board desires to establish a policy to ensure that the appointment process:

- o Will be timely;
- o Will foster applications for open positions;
- o Will be open to public scrutiny;
- o Will comply with applicable legal requirements; and
- o Will result in appointments that are in the best interests of Gunnison County;

WHEREAS, the appointment process established by this Resolution shall apply to appointments to the following boards and commissions:

- a. Board of Adjustment
- b. Colorado River Water Conservation District Board
- c. Commissioner of Deeds
- d. Community Corrections Board
- e. Environmental Health Board
- f. Extension Advisory Committee
- g. Gunnison Basin Sage-grouse Strategic Committee
- h. Gunnison Cemetery District Board
- i. Gunnison Valley Hospital Board of Trustees
- j. Gunnison Valley Regional Housing Authority Board
- k. HB 1177 Roundtable
- l. Historic Preservation Commission
- m. Land Preservation Board
- n. Library Board of Trustees
- o. Medical Health Officer
- p. Planning Commission
- q. Region 10 Board
- r. Southwest Colorado Opioid Regional Council
- s. Sustainable Tourism and Outdoor Recreation Committee
- t. Tenderfoot Child & Family Development Center Board of Directors
- u. Tourism and Prosperity Partnership Board
- v. Veterans Service Officer
- w. Watershed Weed Commission
- x. Western Regional EMS Council
- y. Other boards and commissions as identified from time to time by the Board of County Commissioners

WHEREAS, the appointment process established by this Resolution shall be followed unless the process is in conflict with a specific requirement of an applicable ordinance, statute, established resolution of the Board, other legal requirement or unless the requirements of this Resolution are waived or modified by the Board pursuant to Section 8 of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the County hereby adopts the following procedure for advertisement, interview, and appointment to fill vacancies on County boards and commissions:

Annual Appointment Process:

1. Notification:
 - a. Prior to or at the time of issuance of the annual vacancy notice, County staff or the chairperson involved with each board or commission shall be advised of upcoming vacancies and asked to encourage citizens to apply who have the appropriate interest, commitment, and skills.
 - b. Prior to or at the time of issuance of the annual vacancy notice, persons whose terms are expiring will be informed of their term expiration, thanked for their service, and, at the discretion of the County, encouraged to reapply.
2. Vacancy Notices and Applications:
 - a. Annual Board requests for applications for appointment shall be made by publication on the County website, and the County's social media outlets, and may also be made by publication in newspaper(s) or other print media; and
 - b. The vacancy notice shall be issued no later than November 1st with a response deadline of December 1st, or the first business day thereafter.
3. Scheduling/Conducting Interviews and Making Appointments:
 - a. The Board may interview applicants to the boards and commissions governed by this Resolution; however, nothing in this Resolution shall be construed to require the Board to interview any applicant except where expressly required by law.
 - b. Interviews may be accomplished by the Board of County Commissioners prior to January 20th. Notification of interview date and time shall be made by electronic mail to applicants, and may also be made by other appropriate methods, such as by telephone or text message.
 - c. If the Board elects to conduct interviews, incumbent applicants shall be advised that the interview is conducted for both an interview and opportunity for the applicant to update the Board on activities of that board or commission.
4. Re-notification:
 - a. Should the Board decide that the process set forth in Section 3 of this Resolution failed to produce a successful applicant or a sufficient number of applicants to choose from, the Board may repeat such process, but in no case shall such repeated process last more than three (3) weeks from the date the initial process was completed.
5. Recruitment:
 - a. After two rounds of interviews and appointments, County staff members or the chairperson for each board or commission will be advised of remaining vacancies and asked to recruit applicants. If this process yields interested applicants, interviews and appointments will be scheduled.
6. Out-of-Cycle Applications and Vacancies; Removal of Appointees:
 - a. If a resignation or other creation of a vacancy occurs outside of the annual cycle outlined above, the Board may elect to create and follow a one-time recruitment and appointment schedule to fill that vacancy.
 - b. Except where the law expressly provides otherwise, all appointments pursuant to this Resolution are at will, and all appointees appointed pursuant to this Resolution shall serve at the pleasure of the Board. Accordingly, all appointees appointed pursuant to this Resolution are not considered employees of Gunnison County, and the Board may remove any appointee at any time for any reason, with or without cause, unless the law expressly provides otherwise.
 - c. The Board may temporarily extend the term dates of any appointee if their term is set to end prior to the conclusion of the interview and appointment schedule so that service on the board or commission is not disrupted. The Board may also, at its discretion, accept late letters of interest if the number of vacancies is greater than the number of letters of interest submitted by the deadline.
7. Special Circumstances Dictated by Bylaws or Statutes:
 - a. Colorado River Water Conservation District. Pursuant to CRS § 37-46- 104, the Board shall make its regular appointment to the Colorado River Water Conservation District during its first meeting in January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person, and that appointee shall take office beginning on the third Tuesday in January.

- b. Gunnison Valley Hospital Board of Trustees. Pursuant to CRS § 25-3- 303 and the Gunnison Valley Hospital Board of Trustees bylaws, the Board shall make regular appointments to the Gunnison Valley Hospital Board of Trustees on or before the second Tuesday of January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person within 10 days of appointment. The appointee shall take office beginning on the first day of February.
 - c. Board of Adjustment. Appointments to the Gunnison County Board of Adjustment shall be governed by the Gunnison County Land Use Resolution, CRS § 30-28-117 and other applicable law, except that Gunnison County may follow this Resolution for such appointments so long as there is no conflict between such laws and this Resolution.
 - d. Planning Commission. Appointments to the Gunnison County Planning Commission shall be governed by the Gunnison County Land Use Resolution, CRS § 30-28-103 and other applicable law, except that Gunnison County may follow this Resolution for such appointments so long as there is no conflict between such laws and this Resolution.
8. Waiver/Modification.
- a. The Board, in its sole discretion and to the fullest extent permitted by law, may waive or modify any of the requirements of this Resolution by majority vote of the Board at a regular or special meeting.
9. Severability
- a. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.
10. No Cause of Action
- a. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, 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 3/28/2024 thru 5/30/2024

Board of County Commissioners

1. [BOCC Regular Meeting](#)
April 2, 2024, All Day @ BOCC Boardroom
2. [Mayors & Managers Meeting - Hosted by Mt. Crested Butte](#)
April 4, 2024, 12:00 PM - 1:30 PM
3. [BOCC Work Session](#)
April 9, 2024, All Day @ BOCC Boardroom
4. [BOCC Regular Meeting](#)
April 16, 2024, All Day @ BOCC Boardroom
5. [BOCC Work Session](#)
April 23, 2024, All Day @ BOCC Boardroom
6. [Mayors & Managers Meeting - Hosted by Town of Crested Butte](#)
May 2, 2024, 12:00 PM - 1:30 PM
7. [BOCC Regular Meeting](#)
May 7, 2024, All Day @ BOCC Boardroom
8. [BOCC Work Session](#)
May 14, 2024, All Day @ BOCC Boardroom
9. [BOCC Regular Meeting](#)
May 21, 2024, All Day @ BOCC Boardroom
10. [BOCC Work Session](#)
May 28, 2024, All Day @ BOCC Boardroom

Gunnison County Organization

1. [Holiday - Memorial Day - Offices Closed](#)
May 27, 2024, All Day

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
April 16, 2024, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Appointment; Gunnison Basin Sag

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgement of Sage-grouse Saguache BOCC members; Wilson & Adams

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@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: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024



SAGUACHE COUNTY GOVERNMENT

501 Fourth Street • P. O. Box 655
Saguache, Colorado 81149

Phone: (719) 655-2231 • Fax: (719) 655-2635

January 18, 2024

Gunnison Basin Sage-Grouse Strategic Committee

Re: Saguache County Gunnison Sage-grouse Strategic Committee appointment

Dear Aleshia;

This letter is being written to inform you that Amber Wilson, Saguache County Land Use Administrator has been re-appointed as the Saguache County Gunnison Sage-grouse Strategic Committee representative, if Amber cannot attend Virginia Adams will attend as her alternate.

Amber's email address is atorrez@saguachecounty-co.gov.

Let me know if you have any questions.

Sincerely,

Wendi Maez
Saguache County Administrator



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Appointment; Sustainable Touris

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgement of STOR WCU Member; DeBoer

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@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: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024

From: President Baca <president@western.edu>
Date: March 18, 2024 at 12:48:15 PM MDT
To: Katherine Haase <KHaase@gunnisoncounty.org>
Cc: Jennifer DeBoer <jdeboer@western.edu>
Subject: J. DeBoer STOR Committee Reappointment Recommendation

[EXTERNAL SENDER - USE CAUTION]



March 18th, 2024

Dear Katherine and Nick,

I'm writing this letter to recommend the reappointment of Dr. Jennifer DeBoer to represent Western Colorado University on the Gunnison County Sustainable Tourism & Outdoor Recreation (STOR) committee.

Jennifer is the Director of the Outdoor Industry MBA (OIMBA) program at Western and has been an active member of the STOR committee the past year. She's been a professor, advisor, and mentor in the OIMBA program for several years. She has considerable professional experience related to tourism and recreation; she's held positions at The Ahwahnee Hotel in Yosemite National Park and The Wapiti Lodge outside Yellowstone National Park.

Jennifer has a Ph.D. in Sustainable Business Management and has published research related to sustainable tourism. Finally, she enjoys numerous outdoor recreation activities in and around the Gunnison Valley and is very interested in and excited about remaining on this committee. Thank you for your consideration.

Sincerely,

President Brad Baca



Brad Baca

President
Western Colorado University
970.943.2114

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Appointment; Sustainable Touris

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgment of STOR BLM Member; Jim Lovelace

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@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: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Gunnison Field Office
2500 East New York Avenue
Gunnison, Colorado 81230

In Reply Refer To:
8300 (LLCOS06000)

March 18, 2024

Gunnison County Board of County Commissioners
Attn: Katherine Haas
200 East Virginia
Gunnison, CO 81230

Subject: BLM Gunnison Field Office Agency Appointee to the Sustainable Tourism and Outdoor Recreation Committee (STOR)

Dear Gunnison County Board of County Commissioners,

Thank you for the continued cooperation and communication around recreation development and planning in Gunnison County through the STOR Committee. The working relationship between the many entities involved in this regional partnership continues to be very valuable for the residents of our resource area and our recreation visitors.

To ensure continued cooperation and communication, please accept my nomination of Jim Lovelace as the Agency Appointee representing The Department of Interior, Bureau of Land Management (BLM) Gunnison Field Office. Jim is the BLM Gunnison Field Office Supervisory Outdoor Recreation Planner and I believe he will continue to be a valuable resource for the committee.

Thank you for your time and consideration of this nomination. Should you have any questions, please reach out to Jim Lovelace, BLM Gunnison Field Office Supervisory Outdoor Recreation Planner at (970) 642-4953 or jlovelac@blm.gov.

Sincerely,

Jon F. Kaminsky
Field Manager

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Appointment; Sustainable Touris

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgment of STOR City of Gunnison Member Marisela Ballesteros

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@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: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024



City of Gunnison

March 27, 2024

Gunnison County Board of County Commissioners
Commissioner Jonathan Houck
Commissioner Laura Puckett-Daniels
Commissioner Liz Smith
200 E. Virginia Avenue
Gunnison, Colorado 81230

Dear Gunnison County Commissioners,

The City of Gunnison would like to nominate Mayor Pro Tem Marisela Ballesteros to serve on the Sustainable Tourism and Outdoor Recreation (STOR) committee. During the January 23, 2024, City Council Regular Session Mayor Pro Tem Ballesteros expressed her interest in serving on this important and engaged committee. Mayor Pro Tem Ballesteros is motivated to collaborate with this community coalition of outdoor agencies and sustainability-minded recreational enthusiasts to benefit the valley in coordination with protecting our natural resources. At the January 23, Regular Session, Council voted to approve Mayor Pro Tem Ballesteros's appointment to the STOR committee. She has Council's full approval to serve on STOR and would be a strong contributing member.

Best regards,

Diego Plata
Mayor of Gunnison, Colorado

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Fad

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached has been executed and distributed.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/13/2024

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/15/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/15/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «22nd » day of «February » in the year «2024 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« Board of County Commissioners of the County of Gunnison, Colorado »
« By: Matthew Birnie, County Manager »
« 200 E. Virginia »
« Gunnison, Colorado 81230 »

and the Contractor:
(Name, legal status, address and other information)

« »
« Josh Bearss Vice President »
« « Fading West Construction, LLC » »
« 1950 McCormick Place
PO BOX 1878 »
« Buena Vista, CO 81211 »
« »

for the following Project:
(Name, location and detailed description)

« Sawtooth Workforce Housing Project Phase 2 »
« »
« »

The Owner's Representative:
(Name, legal status, address and other information)

« : Matthew Birnie, County Manager »
« 200 E Virginia Ave. »
« Gunnison, CO 81230 »
« mbirnie@gunnisoncounty.org »

The term Owner's Representative shall be defined throughout this document as the "Owner or Designated Representative." The Owner reserves the right to designate different representatives based on the scope of services being provided by each.
The Owner and Contractor agree as follows.

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User Notes:

(1111051109)

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6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	OWNER'S REPRESENTATIVE
11	SUBCONTRACTORS
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13	CHANGES IN THE WORK
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15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

§ 1.1 The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. On behalf of Owner, Contractor will perform all services necessary to construct marketable multifamily residential apartments to the specifications agreed upon with the Owner.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[] The date of this Agreement.

[« »]

[»] Established as follows:

A notice to proceed will be issued by the owner for each stage of work:

- *Phase 1: Fire Sprinkler factory scope only*
- *Phase 2: Foundation and excavation only notice to proceed will be issued once approved plans and foundation and excavation only permit have been received from all authorities having jurisdiction.*
- *Phase 3: Notice to proceed for all modular site scope and site construction scope once approved building permits have been received.*

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[»] Not later than « » (165 ») Working days from the date of commencement of the Work.

[»] By the following date: « »

[»] By the following date: « »

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions as set forth in Exhibit C, Schedule of Work and Payment Schedule.

§ 2.3.3 The Contractor shall achieve Final Completion of the entire Work or any phase (finish the Punch List) not later than fourteen (14) working days following Substantial Completion of the Work or relevant phase.

The Contractor shall provide sufficient resources to comply with the foregoing deadlines and if Contractor is behind schedule for reasons that do not entitle it to an extension of time under this Agreement, it shall, at its own expense, employ additional forces, and resources as may be required to recover the schedule and timely achieve Substantial Completion and final completion.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[»] Stipulated Sum, in accordance with Section 3.2 below

[»] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[»] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« 5% »

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « (\$ « 5,738,468 »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

« GMP Savings Split to be 50% to the contractor and 50% to the owner »

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« \$5,738,468 – Five Million Seven Hundred Thirty Eight Thousand and Four Hundred and Sixty Eight Dollars »

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

See attached Exhibit D - Clarifications and Allowances

Item	Price
TBD	

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« See Exhibit B – Drawings List »

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« None »

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Owner’s Representative by the Contractor and Certificates for Payment issued by the Owner’s Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment for on-site construction shall be one calendar month ending on the last day of the month, or as of the end of the period covered by the Application for Payment.

§ 4.1.3 Provided that an Application for Payment for on-site construction is received by the Owner’s Representative not later than the «last» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «14th» day of the «following» month or the first business day thereafter. If an Application for Payment is received by the Owner’s Representative after the date fixed above, payment of the certified amount shall be made by the Owner not later than «ten» (« 10 ») business days after the Owner’s Representative receives the Application for Payment.

« »

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

«one» % « per month »

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Owner’s Representative in accordance with Section 15.7.1.

§ 4.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner’s Representative’s final Certificate for Payment.

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[« »] Arbitration pursuant to Section 21.6 of this Agreement

[«X»] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 5.2 Attorneys' Fees and Costs

In the event of litigation arising out of or relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party any and all costs and expenses incurred with respect to such proceeding, including without limitation, reasonable attorneys' fees, court costs, other disbursements, expert fees and costs.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2. The Contract Documents also include the Sawtooth Phase 2 Design Build Agreement, dated August 23, 2023 including Exhibits A (Capacity Reservation Agreement), Exhibit B (Preconstruction Services Costs) and Exhibit C (Preconstruction Services Schedule and Work Plan) attached thereto, which collectively comprise the "Design Build Agreement".

§ 6.1.3. The Contract Documents also include the First Amendment to the Sawtooth Phase 2 Design Build Agreement, which Amendment is date January 9, 2024, including the terms and conditions, Exhibit A (Modular Unit Order and Deposit Schedule), Exhibit B (Purchaser's Scope of Work), Exhibit C (Product Specification by Dwelling Unit), Exhibit D (Change Order Form), Exhibit E (Factory Warranty), Exhibit G (Bill of Sale), and Exhibit H (Floor Plans) attached thereto, which collectively comprise the "First Amendment").

« »

Document	Title	Date	Pages

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See attached Exhibit B– Drawings List

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Other Exhibits:
(Check all boxes that apply.)

- [] Exhibit A, Determination of the Cost of the Work.
- [] Exhibit B, Drawings List .
- [] Exhibit C, Master Schedule .
- [] Exhibit D, Clarifications and Allowances.

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement, the Design Build Agreement and the First Amendment, , and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner's Representative. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor. To the maximum extent possible, the Contract documents shall be read and interpreted in a manner that is internally consistent. In the event of one or more conflicting terms in the Contract Documents, the order of priority shall be as follows: The First Amendment terms and conditions shall control over any inconsistent provisions of the Design Build Agreement and the Design Build Agreement terms and conditions shall control over any inconsistent provisions of this Agreement.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Contractor and the Contractor's duly licensed, qualified and insured, professional architectural and engineering consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Contractor and the Contractor's duly licensed, qualified and insured, professional architectural and engineering consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Owner shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Contractor and the Contractor's duly licensed, qualified and insured, professional architectural and engineering consultants' reserved rights.

§ 7.5.2 The Owner is authorized to use and reproduce the Instruments of Service, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission at the relevant address shown on the first page of this Agreement. «By email that is not returned as undeliverable.»

§ 7.9.2 Notice of Claims or default or termination shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery. Rejection on other refusal to accept a Notice or the inability to deliver the same because of a changed address of which no Notice was given shall be deemed to be receipt of the Notice sent.

§ 7.10 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner's Representative and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Owner's Representative and the Owner's Representative may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Owner's Representative's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Owner's Representative, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner's Representative any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner's Representative may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner's Representative any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner's Representative may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Owner's Representative and in accordance with a Modification.

§ 9.4 Warranty

§ 9.4.1 The Contractor warrants to the Owner and that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. Contractor is not responsible for providing any warranty associated with factory built items or scopes of work.

§ 9.5 Taxes

The Owner shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after receiving notice to proceed for each relevant phase, shall submit for the Owner's and Owner's Representative's information a Contractor's schedule for the on-site construction Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Owner's Representative.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Owner's Representative Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Owner's Representative reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Owner's Representative that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the

requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Owner's Representative will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Owner's Representative's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Owner's Representative will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Owner's Representative with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Owner's Representative harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Owner's Representative. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner's Representative.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify, and hold harmless the Owner, Owner's Representative, Owner's Representative's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate,

abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 OWNER'S REPRESENTATIVE

§ 10.1 The Owner's Representative will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Owner's Representative issues the final Certificate for Payment. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Owner's Representative as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Owner's Representative. Consent shall not be unreasonably withheld.

§ 10.3 The Owner's Representative will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Representative will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Owner's Representative will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner's Representative will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Owner's Representative's evaluations of the Work and of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Owner's Representative has authority to reject Work that it can, in good faith, provide evidence demonstrating the Work does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Owner's Representative will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Owner's Representative will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Owner's Representative will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Owner's Representative's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Owner's Representative of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Owner's Representative has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Owner's Representative, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Owner's Representative, or by written Construction Change Directive signed by the Owner and Owner's Representative. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Owner's Representative, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Owner's Representative will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Owner's Representative will prepare a Change Order.

§ 13.3 The Owner's Representative will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner's Representative and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Owner's Representative promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Owner's Representative in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Owner's Representative determines, justify excusable delay, then the Contract Time shall be extended for such reasonable time as the Owner's Representative may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner's Representative an itemized Application for Payment prepared in accordance with the completed portions of the Work. The application shall be supported by all data substantiating the Contractor's right to payment that the Owner or Owner's Representative require. Applications for Payment may include requests for payment for portions of the Work performed by others whom the Contractor intends to pay.

§ 15.3.2 Each Application for Payment submitted by Contractor shall be in the form of AIA Document G702/G703, listing the line item description of Work and its applicable value. In addition to other required items, as a condition precedent to the Owner's obligation to make payment to Contractor, each Application for Payment shall be accompanied by the following in a form and substance acceptable to Owner:

- (a) duly executed and sworn conditional waiver and release of lien/claim from the Contractor, subcontractors, sub-subcontractor's and suppliers for the amount of the current Application for Payment,
- (b) commencing with Application #2, duly executed and sworn unconditional waiver and release of lien/claim from the Contractor, subcontractors, sub-subcontractor's and suppliers demonstrating payment for the amount of the prior month's Application for Payment and , and
- (c) such information as Owner or lender may reasonably require or which is required elsewhere in the Contract Documents.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work and on-site and factory construction Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

The Owner's Representative will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner's Representative determines is properly due, or notify the Contractor and Owner of the Owner's Representative's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Owner's Representative to the Owner, based on the Owner's Representative's evaluations of the Work and the data in the Application for Payment, that, to the best of the Owner's Representative's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Owner's Representative. However, the issuance of a Certificate for Payment will not be a representation that the Owner's Representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Owner's Representative may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's Representative's good faith opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Owner's Representative is unable to certify payment in the amount of the Application, the Owner's Representative will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue a Certificate for Payment for the amount for which the Owner's Representative is able to make such representations to the Owner. The Owner's Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's Representative's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Owner's Representative's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Owner's Representative shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or proof of final inspection sign-off.

§ 15.6.2 The Contractor shall prepare and submit to the Owner's Representative a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Owner's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner's Representative determines that the Work or designated portion thereof is substantially complete, the Owner's Representative will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion for each unit.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative will promptly make such inspection and, when the Owner's Representative finds the Work acceptable under the Contract Documents, a Certificate of Occupancy has been issued, and the Contract fully performed, the Owner's Representative will promptly issue a final Certificate for Payment stating that to the best of the Owner's Representative's knowledge, information and belief, and on the basis of the Owner's Representative's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Owner's Representative's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Owner's Representative or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Owner's Representative of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Owner's Representative, Owner's Representative's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or

destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 and Section 16 of the Design Build Agreement in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4. In the event that the Contractor subcontracts the Work in this Agreement, all Subcontractors, Sub-Subcontractors, etc. shall meet the same insurance requirements. Complete copies of all insurance policies for same must be received prior to any Work being performed by Subcontractors, Sub-Subcontractors, etc.

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§ 17.1.2 Commercial General Liability – See Section 16 of the Design Build Agreement.

§ 17.1.3 Comprehensive Automobile Liability - See Section 16 of the Design Build Agreement.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Workers' Compensation laws of any applicable jurisdiction in which the Scope is to be performed.

§ 17.1.7 Professional Liability Insurance – See Section 16 of the Design Build Agreement.

§ 17.1.8 (Intentionally deleted).

§ 17.1.9 (Intentionally deleted).

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 (Intentionally deleted).

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop

the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Owner's Representative and Owner's Representative's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Owner's Representative, Owner's Representative's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Owner's Representative and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Owner's Representative and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

§ 17.3 Performance Bond and Payment Bond – See Section 17 of the Design Build Agreement

§ 17.3.1 The Owner, at its sole cost and expense, shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct on-site construction Work rejected in good faith by the Owner's Representative or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's Representative's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 Consistent with the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of Fading West's One (1) Year Warranty, any of the on-site construction Work is found to be not in accordance with the requirements of the Contract Documents or is a covered item as set forth in, Fading West's One (1) Year Manufacturer's Warranty, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner's Representative timely notice of when and where tests and inspections are to be made so that the Owner's Representative may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

« : Matthew Birnie, County Manager »
« 200 E Virginia Ave. »
« Gunnison, CO 81230 »
« mbirnie@gunnisoncounty.org »

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

« Josh Bearss Vice President »
« Fading West Construction, LLC »« »

« 1950 McCormick Place
PO BOX 1878»
« Buena Vista, CO 81211 »

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Owner's Representative fails to certify payment as provided in Section 15.4.1 for a period of 14 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, if such default continues without cure following seven additional days' notice to the Owner and the Owner's Representative, stop all on-site Work, terminate the Contract and recover from the Owner payment for Work executed, including modular unit production costs, reasonable overhead and profit, costs incurred by reason of such termination.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice and opportunity to cure, terminate the Contract and take possession of the Project site and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's Representative's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Owner's Representative, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, upon completion of any phase of the Project, terminate the Contract for the Owner's convenience and without cause, provided the Owner may not terminate for convenience after production of modular units or on-site construction for a particular phase has begun. The Owner shall pay the Contractor for Work properly executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts and any bond costs of Contractor that cannot be recouped. Under no circumstances shall the Owner owe funds for Work that has not been completed by the Contractor for any reason whatsoever.

« »

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, but excluding those arising under Section 16.2, shall be referred initially to the Owner's Representative for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Owner's Representative or 30 days after submission of the matter to the Owner's Representative, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Owner's Representative within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 8 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 21.6 Not used.

§ 21.7 Not used.

§ 21.8 Not used.

§ 21.9 Not used.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

Matthew Birnie

Matthew Birnie (Mar 7, 2024 23:46 EST)

OWNER (Signature)

Matthew Birnie, County Mar

(Printed name and title)

Josh Bearss

CONTRACTOR (Signature)

«Fading West Construction, LLC, by Josh Bearss
Vice President of Construction.»« »

(Printed name and title)

EXHIBIT A

Sawtooth Phase 2 - Bid Tab Summary

Tab #	Scope Description	Current Low Bidder	
		Company	Base Bid
01	General Conditions	Fading West Construction	\$ 397,443
02	Cost of Work	Fading West Construction	\$ 19,500
03	Set Contractor	Setworks/Westervelt/Crane	\$ 465,603 Bond Included
04	Licensed Survey	SGM	\$ 39,990
05	Cast In Place Concrete	CSI	\$ 206,722 Bond Included
06	Misc Metals	Flatiron Metalworks	\$ 122,220
07	Rough Carp & Framing	Windmill Ranch Construction/Nichiha/Alpine	\$ 825,190
08	Waterproofing	AAA Water Proofing	\$ 77,953 Bond Included
09	Insulation	Fading West Construction	\$ 62,863
10	Roofing	Douglas Colony	\$ 268,602 Bond Included
11	Flashing & Sheet Metal	Recla	\$ 34,075
12	Doors, Frames & Hardware	Fading West Construction	\$ 23,575
13	Drywall	Complete Finish Drywall	\$ 131,358 Bond Included
14	Flooring	First Street Flooring	\$ 62,773 Bond Included
15	Painting & Wallcovering	Fading West Construction	\$ 74,896 Bond Included
16	Accessories	Appliance Factory	\$ 144,030
17	Fire Protection	JCI Combined	\$ 300,062 Bond Included
18	General Mechanical/Plumbing	TBD	\$ 311,101 Bond Included
19	General Electrical	Tiger Electric	\$ 268,202 Bond Included
20	Earthwork	Spallone	\$ 311,609 Bond Included
21	Asphalt Paving	United Company	\$ 190,805 Bond Included
22	Landscaping	Fading West Construction	\$ 211,049 Bond Included
23	Site Concrete	CSI	\$ 200,785 Bond Included
24	Site Utilities	Spallone	\$ 231,284 Bond Included
SUB TOTAL			\$ 4,981,690
	Weather Protection		\$ 20,000 Allowance
	Building Permits, Licenses & Fees		
	Building Permit/FAA/SWMPP		\$ 164,780
	Plan Review		\$ 41,195
	Contingencies		
	Contractor	2.00%	\$ 104,153 Errors & Omissions
	Insurance & Bonds		
	Liability Insurance	0.998%	\$ 14,317
	Builders Risk Insurance	1.624%	\$ 93,164 Fire Resistive Constructio
	Warranty Reserve	0.20%	\$ 45,908
	Overhead and Profit	5.00%	\$ 273,260
TOTAL			\$ 5,738,468

EXHIBIT B

Printed on Wed Feb 21, 2024 at 07:25 am MST
 Job #: 230601 Sawtooth Phase II Preconstruction Work
 510 S 14TH STREET
 Gunnison, Colorado 81230



Fading West Construction, LLC

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
03	FLOOR PLAN - LEVEL 1	0	01/24/2024		Foundation Only Permit Set
04	FLOOR PLAN - LEVEL 2	0	01/24/2024		Foundation Only Permit Set
05	FLOOR PLAN - LEVEL 3	0	01/24/2024		Foundation Only Permit Set
06	ROOF PLAN	0	01/24/2024		Foundation Only Permit Set
07	ELEVATIONS	0	01/24/2024		Foundation Only Permit Set
08	BUILDING SECTIONS	0	01/24/2024		Foundation Only Permit Set
09	PERSPECTIVE VIEWS	0	01/24/2024		Foundation Only Permit Set
A001	GENERAL NOTES	1	01/30/2024		ITR - NTA Updated (01/30/24)
A050	WALL ASSEMBLIES	1	01/30/2024		ITR - NTA Updated (01/30/24)
A051	FLOOR / WALL ASSEMBLIES	1	01/30/2024		ITR - NTA Updated (01/30/24)
A052	FLOOR/CEILING ASSEMBLIES	1	01/30/2024		ITR - NTA Updated (01/30/24)
A053	RATED ASSEMBLY LISTINGS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A054	RATED ASSEMBLY LISTINGS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A055	RATED ASSEMBLY LISTINGS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A056	PENETRATION ASSEMBLY LISTINGS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A058	STC LISTINGS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A075	BUILDING OVERVIEW	1	01/30/2024		ITR - NTA Updated (01/30/24)
A100	FLOOR PLAN - CRAWLSPACE	1	01/30/2024		ITR - NTA Updated (01/30/24)
A101	FLOOR PLAN - LEVEL 1	1	01/30/2024		ITR - NTA Updated (01/30/24)
A102	FLOOR PLAN - LEVEL 2	1	01/30/2024		ITR - NTA Updated (01/30/24)
A103	FLOOR PLAN - LEVEL 3	1	01/30/2024		ITR - NTA Updated (01/30/24)
A104	ROOF PLAN	1	01/30/2024		ITR - NTA Updated (01/30/24)
A105	ENLARGED ROOF PLANS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A106	CALLOUT PLAN	1	01/30/2024		ITR - NTA Updated (01/30/24)
A111	LEVEL 1	1	01/30/2024		ITR - NTA Updated (01/30/24)
A112	LEVEL 2	1	01/30/2024		ITR - NTA Updated (01/30/24)
A113	LEVEL 3	1	01/30/2024		ITR - NTA Updated (01/30/24)
A140	STUDIO - ENLARGED FLOOR PLAN	1	01/30/2024		ITR - NTA Updated (01/30/24)
A141	1 BEDROOM - ENLARGED FLOOR PLAN	1	01/30/2024		ITR - NTA Updated (01/30/24)
A142	2 BEDROOM - ENLARGED FLOOR PLAN	1	01/30/2024		ITR - NTA Updated (01/30/24)
A143	COMPACT 2 BEDROOM - ENLARGED FLOOR PLAN	1	01/30/2024		ITR - NTA Updated (01/30/24)
A144	ENLARGED STORAGE PLAN	0	01/30/2024		ITR - NTA Updated (01/30/24)
A201	ELEVATIONS	1	01/30/2024		ITR - NTA Updated (01/30/24)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A202	ELEVATIONS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A301	BUILDING SECTIONS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A310	WALL SECTIONS - EXT	1	01/30/2024		ITR - NTA Updated (01/30/24)
A311	WALL SECTIONS - EXT	1	01/30/2024		ITR - NTA Updated (01/30/24)
A312	WALL SECTIONS - EXT	1	01/30/2024		ITR - NTA Updated (01/30/24)
A313	WALL SECTIONS - INT	1	01/30/2024		ITR - NTA Updated (01/30/24)
A314	WALL SECTIONS - INT	1	01/30/2024		ITR - NTA Updated (01/30/24)
A315	ENLARGED ROOF SECTIONS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A501	ENLARGED ENTRY / MECH & STAIR PLANS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A502	STAIR PLANS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A503	STAIR SECTIONS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A505	STAIR SECTIONS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A510	STAIR DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A601	DOOR/WINDOW SCHEDULE AND ELEVATIONS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A603	DOOR DETAILS	2	01/30/2024		ITR - NTA Updated (01/30/24)
A604	DOOR DETAILS	2	01/30/2024		ITR - NTA Updated (01/30/24)
A605	WINDOW DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A800	RATED ASSEMBLY DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A801	FOUNDATION DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A802	WALL DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A803	EXTERIOR ROOF DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A804	EXTERIOR ROOF DETAILS	2	01/30/2024		ITR - NTA Updated (01/30/24)
A805	EXTERIOR ROOF DETAILS	2	01/30/2024		ITR - NTA Updated (01/30/24)
A806	EXTERIOR BALCONY DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A807	INTERIOR SECTION DETAILS	2	01/30/2024		ITR - NTA Updated (01/30/24)
A810	PLAN DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A811	DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A812	MATELINE DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A813	MATELINE DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A850	MATERIAL TRANSITIONS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A901	CASEWORK ELEVATIONS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A902	ACCESSIBILITY ELEVATIONS	1	01/30/2024		ITR - NTA Updated (01/30/24)
A906	RESHECK	1	01/30/2024		ITR - NTA Updated (01/30/24)
AC01	CODE SUMMARY	0	01/24/2024		ITR - NTA SET (01/24/24)
AC02	CODE SUMMARY	0	01/24/2024		ITR - NTA SET (01/24/24)
Civil					
29	STORMWATER MANAGEMENT PLAN	0	01/24/2024		Foundation Only Permit Set
CCV-01	COVER SHEET	1	01/24/2024		Foundation Only Permit Set



Fading West Construction, LLC

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
CG-01	GRADING PLAN	0	01/24/2024		Foundation Only Permit Set
CG-02	GRADING DETAILS	0	01/24/2024		Foundation Only Permit Set
CV-01	COVER SHEET	0	01/24/2024		Foundation Only Permit Set
CV-02	EXISTING CONDITIONS SURVEY 2	0	01/24/2024		Foundation Only Permit Set
DM-01	SAWTOOTH HOUSING DEVELOPMENT PHASE 2	0	01/24/2024		Foundation Only Permit Set
HC-01	HORIZONTAL CONTROL PLAN	0	01/24/2024		Foundation Only Permit Set
MU-01	OVERALL UTILITY MAP	0	01/24/2024		Foundation Only Permit Set
PV-01	PAVING PLAN	0	01/24/2024		Foundation Only Permit Set
PV-02	PAVING DETAILS	0	01/24/2024		Foundation Only Permit Set
PV-03	PAVING DETAILS	0	01/24/2024		Foundation Only Permit Set
SD-01	STORM DRAINAGE PLAN	0	01/24/2024		Foundation Only Permit Set
SD-02	STORM DRAINAGE PROFILES	0	01/24/2024		Foundation Only Permit Set
SD-03	STORM DRAINAGE NOTES AND DETAILS	0	01/24/2024		Foundation Only Permit Set
SP-01	SITE PLAN	0	01/24/2024		Foundation Only Permit Set
SP-02	SITE NOTES AND DETAILS	0	01/24/2024		Foundation Only Permit Set
SS-01	SEWER PLAN AND PROFILE	0	01/24/2024		Foundation Only Permit Set
SS-02	SEWER NOTES AND DETAILS	0	01/24/2024		Foundation Only Permit Set
WT-01	WATER PLAN	0	01/24/2024		Foundation Only Permit Set
WT-02	WATER NOTES AND DETAILS	0	01/24/2024		Foundation Only Permit Set
Electrical					
E001	ELECTRICAL SPECS	0	01/24/2024		ITR - NTA SET (01/24/24)
E002	LEGEND	0	01/24/2024		ITR - NTA SET (01/24/24)
E003	ELECTRICAL ONE-LINE DIAGRAM	0	01/24/2024		ITR - NTA SET (01/24/24)
E004	LOAD CALCULATIONS	0	01/24/2024		ITR - NTA SET (01/24/24)
E005	PANEL SCHEDULES	0	01/24/2024		ITR - NTA SET (01/24/24)
E006	RESIDENTIAL LOAD CENTERS AND SCHEDULES	0	01/24/2024		ITR - NTA SET (01/24/24)
E007	ELECTRICAL SCHEDULES	0	01/24/2024		ITR - NTA SET (01/24/24)
E008	ELECTRICAL SITE PLAN	0	01/24/2024		ITR - NTA SET (01/24/24)
E100	POWER	0	01/24/2024		ITR - NTA SET (01/24/24)
E101	PLAN	0	01/24/2024		ITR - NTA SET (01/24/24)
E102	PLAN	0	01/24/2024		ITR - NTA SET (01/24/24)
E103	PLAN	0	01/24/2024		ITR - NTA SET (01/24/24)
E104	PLAN	0	01/24/2024		ITR - NTA SET (01/24/24)
E140	UNIT PLANS - ELECTRICAL	0	01/24/2024		ITR - NTA SET (01/24/24)
EC-01	EROSION CONTROL PLAN	0	01/24/2024		Foundation Only Permit Set
EC-02	EROSION CONTROL NOTES AND DETAILS	0	01/24/2024		Foundation Only Permit Set
General					
G000.5	COVER SHEET - STATE SET	1	01/30/2024		ITR - NTA Updated (01/30/24)



Fading West Construction, LLC

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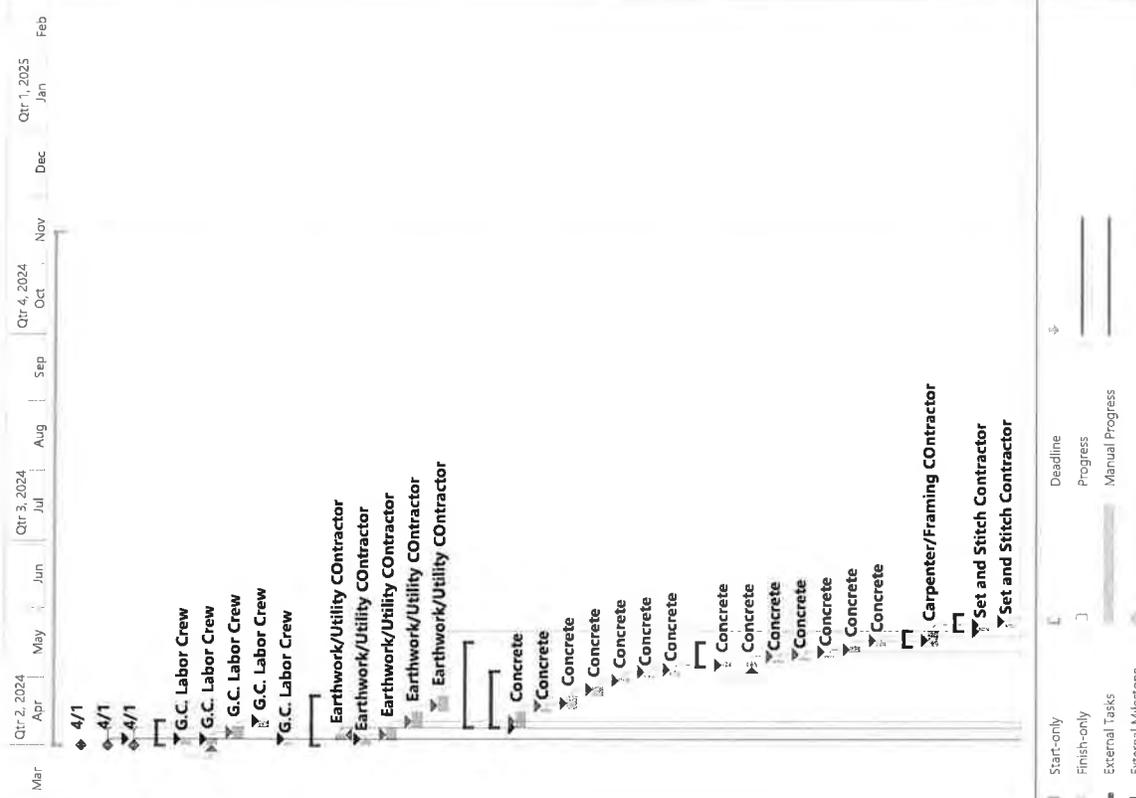
Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
G001	LEGENDS & ABBREVIATIONS	1	01/30/2024		ITR - NTA Updated (01/30/24)
G002	CODE STUDY	1	01/30/2024		ITR - NTA Updated (01/30/24)
G003	CODE STUDY	1	01/30/2024		ITR - NTA Updated (01/30/24)
G005	LIFE-SAFETY PLAN -LEVEL 1	1	01/30/2024		ITR - NTA Updated (01/30/24)
G006	LIFE-SAFETY PLAN -LEVEL 2	1	01/30/2024		ITR - NTA Updated (01/30/24)
G007	LIFE-SAFETY PLAN -LEVEL 3	1	01/30/2024		ITR - NTA Updated (01/30/24)
G008	FIRE SEPARATION SECTIONS	1	01/30/2024		ITR - NTA Updated (01/30/24)
G009	MODULAR IDENTIFICATION	1	01/30/2024		ITR - NTA Updated (01/30/24)
G099	ACCESSIBILITY DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
G100	ACCESSIBILITY DETAILS	1	01/30/2024		ITR - NTA Updated (01/30/24)
GN-01	GENERAL NOTES AND LEGEND	0	01/24/2024		Foundation Only Permit Set
Landscape					
L1.1	LANDSCAPE SITE PLAN	0	01/24/2024		Foundation Only Permit Set
L1.2	PLANTING PLAN	0	01/24/2024		Foundation Only Permit Set
L2.1	LANDSCAPE DETAILS	0	01/24/2024		Foundation Only Permit Set
L2.2	LANDSCAPE DETAILS	0	01/24/2024		Foundation Only Permit Set
L2.3	PLANTING DETAILS AND NOTES	0	01/24/2024		Foundation Only Permit Set
Mechanical					
M001	SHEET SPECIFICATIONS	0	01/24/2024		ITR - NTA SET (01/24/24)
M002	LEGEND & ABBREVIATIONS	0	01/24/2024		ITR - NTA SET (01/24/24)
M003	MECHANICAL SCHEDULES	0	01/24/2024		ITR - NTA SET (01/24/24)
M004	MECHANICAL SCHEDULES	0	01/24/2024		ITR - NTA SET (01/24/24)
M100	CRAWLSPACE FLOOR PLAN - MECHANICAL	0	01/24/2024		ITR - NTA SET (01/24/24)
M101	PLAN - MECHANICAL	0	01/24/2024		ITR - NTA SET (01/24/24)
M102	PLAN - MECHANICAL	0	01/24/2024		ITR - NTA SET (01/24/24)
M103	PLAN - MECHANICAL	0	01/24/2024		ITR - NTA SET (01/24/24)
M104	ROOF PLAN - MECHANICAL	0	01/24/2024		ITR - NTA SET (01/24/24)
M140	UNIT PLANS - MECHANICAL	0	01/24/2024		ITR - NTA SET (01/24/24)
M501	MECHANICAL PIPING DIAGRAM	0	01/24/2024		ITR - NTA SET (01/24/24)
M502	MECHANICAL DETAILS	0	01/24/2024		ITR - NTA SET (01/24/24)
M503	ROOM COORDINATION	0	01/24/2024		ITR - NTA SET (01/24/24)
M601	ENERGY CALCULATIONS	0	01/24/2024		ITR - NTA SET (01/24/24)
Plumbing					
P001	& LEGENDS	0	01/24/2024		ITR - NTA SET (01/24/24)
P002	PLUMBING SCHEDULES	0	01/24/2024		ITR - NTA SET (01/24/24)
P100.1	PLUMBING	0	01/24/2024		ITR - NTA SET (01/24/24)
P101	LEVEL 1 FLOOR PLAN - PLUMBING	0	01/24/2024		ITR - NTA SET (01/24/24)
P102	LEVEL 2 FLOOR PLAN - PLUMBING	0	01/24/2024		ITR - NTA SET (01/24/24)



Fading West Construction, LLC

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P103	LEVEL 3 FLOOR PLAN - PLUMBING	0	01/24/2024		ITR - NTA SET (01/24/24)
P104	ROOF PLAN - PLUMBING	0	01/24/2024		ITR - NTA SET (01/24/24)
P140	UNIT PLANS - PLUMBING	0	01/24/2024		ITR - NTA SET (01/24/24)
P141	UNIT PLANS - PLUMBING	0	01/24/2024		ITR - NTA SET (01/24/24)
P501	PLUMBING ISOMETRICS	0	01/24/2024		ITR - NTA SET (01/24/24)
P502	PLUMBING ISOMETRICS	0	01/24/2024		ITR - NTA SET (01/24/24)
P503	PLUMBING ISOMETRICS	0	01/24/2024		ITR - NTA SET (01/24/24)
P505	PLUMBING DIAGRAMS	0	01/24/2024		ITR - NTA SET (01/24/24)
P506	PLUMBING DIAGRAMS	0	01/24/2024		ITR - NTA SET (01/24/24)
Structural					
S000	STRUCTURAL GENERAL NOTES	0	01/24/2024		ITR - NTA SET (01/24/24)
S100	FOUNDATION PLAN	1	01/24/2024		ITR - NTA SET (01/24/24)
S101	LEVEL 1 FLOOR FRAMING	0	01/24/2024		ITR - NTA SET (01/24/24)
S102	LEVEL 1 CEILING FRAMING	0	01/24/2024		ITR - NTA SET (01/24/24)
S103	LEVEL 2 FLOOR FRAMING	0	01/24/2024		ITR - NTA SET (01/24/24)
S104	LEVEL 2 CEILING FRAMING	0	01/24/2024		ITR - NTA SET (01/24/24)
S105	LEVEL 3 FLOOR FRAMING	0	01/24/2024		ITR - NTA SET (01/24/24)
S106	LEVEL 3 ROOF FRAMING	0	01/24/2024		ITR - NTA SET (01/24/24)
S107	ROOF LOADING	0	01/24/2024		ITR - NTA SET (01/24/24)
S301	FOUNDATION DETAILS	1	01/24/2024		ITR - NTA SET (01/24/24)
S302	FOUNDATION	0	01/24/2024		ITR - NTA SET (01/24/24)
S401	FRAMING DETAILS	0	01/24/2024		ITR - NTA SET (01/24/24)
S402	FRAMING DETAILS	0	01/24/2024		ITR - NTA SET (01/24/24)
S403	FRAMING DETAILS	0	01/24/2024		ITR - NTA SET (01/24/24)
S404	FRAMING DETAILS	0	01/24/2024		ITR - NTA SET (01/24/24)
S405	SITE INSTALLED FRAMING DETAILS	0	01/24/2024		ITR - NTA SET (01/24/24)
S406	FRAMING DETAILS	0	01/24/2024		ITR - NTA SET (01/24/24)

ID	Task Name	Start	Finish
0	Carbonate Apartments - BV	Mon 4/1/24	Fri 11/15/24
1	General Conditions	Mon 4/1/24	Mon 4/1/24
2	Obtain building permits/ and approved FWC Shops	Mon 4/1/24	Mon 4/1/24
3	Receive notice to proceed	Mon 4/1/24	Mon 4/1/24
4	Mobilize on Site	Mon 4/1/24	Thu 4/11/24
5	Install temporary power/Generator	Mon 4/1/24	Tue 4/2/24
6	Set up site office	Mon 4/1/24	Wed 4/3/24
7	Set line and grade benchmarks	Thu 4/4/24	Mon 4/8/24
8	Prepare site - lay down yard and temporary fencing	Tue 4/9/24	Thu 4/11/24
9	Porta John Delivery	Mon 4/1/24	Mon 4/1/24
10	Site Grading	Mon 4/1/24	Mon 4/22/24
11	Clear and grub site	Wed 4/3/24	Fri 4/5/24
12	Stone site access/Install Access BMP's	Tue 4/2/24	Tue 4/2/24
13	Rough grade site	Mon 4/1/24	Mon 4/8/24
14	Haul off boulders	Tue 4/9/24	Mon 4/15/24
15	Perform final site grading and backfill	Tue 4/16/24	Mon 4/22/24
16	Foundations	Tue 4/9/24	Thu 5/16/24
17	Foundations Spread Footing B1	Tue 4/9/24	Fri 5/3/24
18	Excavate Foundations Building 1	Tue 4/9/24	Mon 4/15/24
19	Density testing foundations building 1	Tue 4/16/24	Tue 4/16/24
20	Form Shallow spread footings Area 1	Wed 4/17/24	Mon 4/22/24
21	Set reinforcing - footing area 1	Tue 4/23/24	Fri 4/26/24
22	Pour footings area 1	Mon 4/29/24	Tue 4/30/24
23	Cure area 1 footing	Wed 5/1/24	Wed 5/1/24
24	Strip footing forms	Thu 5/2/24	Fri 5/3/24
25	Foundations Walls B1	Mon 5/6/24	Thu 5/16/24
26	Form walls Area 1	Mon 5/6/24	Tue 5/7/24
27	Set reinforcing --walls area 1	Mon 5/6/24	Tue 5/7/24
28	Close up wall forms	Wed 5/8/24	Wed 5/8/24
29	Pour walls area 1	Thu 5/9/24	Thu 5/9/24
30	Cure area 1 walls	Fri 5/10/24	Fri 5/10/24
31	Strip walls forms	Mon 5/13/24	Tue 5/14/24
32	Damp Proofing/Insulation	Wed 5/15/24	Tue 5/16/24
33	Structural wood foundation	Wed 5/15/24	Tue 5/21/24
34	Foundation Framing	Wed 5/15/24	Tue 5/21/24
35	Finishing Work Box Set	Wed 5/22/24	Wed 5/29/24
36	1.5	Wed 5/22/24	Thu 5/23/24
37	Building 1 L2 Box Set and stitch	Thu 5/23/24	Fri 5/24/24



Project: Carbonate Apartments
Date: Fri 2/16/24

Task Summary: [Progress Bar]

Task Split: [Progress Bar]

Milestone Summary: [Progress Bar]

Manual Task: [Progress Bar]

Duration-only: [Progress Bar]

Manual Summary/Rollup: [Progress Bar]

Manual Summary: [Progress Bar]

External Tasks: [Progress Bar]

Manual Milestone: [Progress Bar]

Start-only: [Progress Bar]

Finish-only: [Progress Bar]

Progress: [Progress Bar]

Manual Progress: [Progress Bar]

Deadline: [Progress Bar]

EXHIBIT C

ID	Task Mode	Task Name	Start	Finish
38		Building 1 L2 Box set and stitch	Tue 5/28/24	Wed 5/29/24
39		Roofing	Wed 5/29/24	Fri 6/14/24
40		Install Parapet Walls	Wed 5/29/24	Mon 6/10/24
41		Install roofing Foam insulation B1	Fri 5/31/24	Wed 6/5/24
42		Install EPDM system B1	Wed 6/5/24	Tue 6/11/24
43		Install standing seam	Mon 6/10/24	Fri 6/14/24
44		Exterior Façade (weather protection wrap.scaffold)	Wed 5/29/24	Thu 7/25/24
45		Building 1 Façade	Wed 5/29/24	Tue 7/2/24
46		Set scaffold East side B1	Wed 5/29/24	Thu 5/30/24
47		Install Rigid insulation E B1	Thu 5/30/24	Mon 6/3/24
48		Install Cladding E B1	Mon 6/3/24	Mon 6/10/24
49		Install Metal Panels	Mon 6/3/24	Wed 6/5/24
50		Set Scaffold S Side	Wed 6/5/24	Thu 6/6/24
51		Install Rigid insulation S B1	Thu 6/6/24	Tue 6/11/24
52		Install Wood Cladding S B1	Tue 6/11/24	Tue 6/18/24
53		Install Metal Panels S B1	Tue 6/11/24	Thu 6/13/24
54		Set Scaffold W B1	Thu 6/13/24	Fri 6/14/24
55		Install Rigid insulation W B1	Fri 6/14/24	Tue 6/18/24
56		Install Wood Cladding W B1	Tue 6/18/24	Tue 6/25/24
57		Install Metal Panels W B1	Tue 6/18/24	Thu 6/20/24
58		Set Scaffold N Side	Thu 6/20/24	Fri 6/21/24
59		Install Rigid insulation N B1	Fri 6/21/24	Tue 6/25/24
60		Install Wood Cladding N B1	Tue 6/25/24	Tue 7/2/24
61		Install Metal Panels N B1	Tue 6/25/24	Thu 6/27/24
62		Balconies	Thu 6/27/24	Thu 7/25/24
63		Balcony waterproofing and decking	Thu 6/27/24	Mon 7/22/24
64		Balcony 1 rail install	Tue 7/2/24	Thu 7/25/24
65		Plumbing	Mon 6/24/24	Tue 8/6/24
66		Plumbing crawlspace connections B1	Mon 6/24/24	Mon 7/1/24
67		Plumbing Level 1 Connections B1	Mon 6/24/24	Tue 7/9/24
68		Plumbing Level 2 B1	Tue 7/9/24	Tue 7/16/24
69		Plumbing roof B1	Tue 7/16/24	Tue 7/23/24
70		Wet test/ pre inspection B1	Tue 7/23/24	Tue 7/30/24
71		B1 inspection	Tue 7/30/24	Tue 8/6/24
72		Fire Sprinkler and FA	Mon 6/24/24	Tue 8/6/24
73		B1/L1 connections	Mon 6/24/24	Tue 7/9/24
74		B1/L2 connections	Tue 7/9/24	Tue 7/23/24
75		B1/L2 connections	Tue 7/23/24	Tue 8/6/24

Project: Carbonate Apartments
Date: Fri 2/16/24

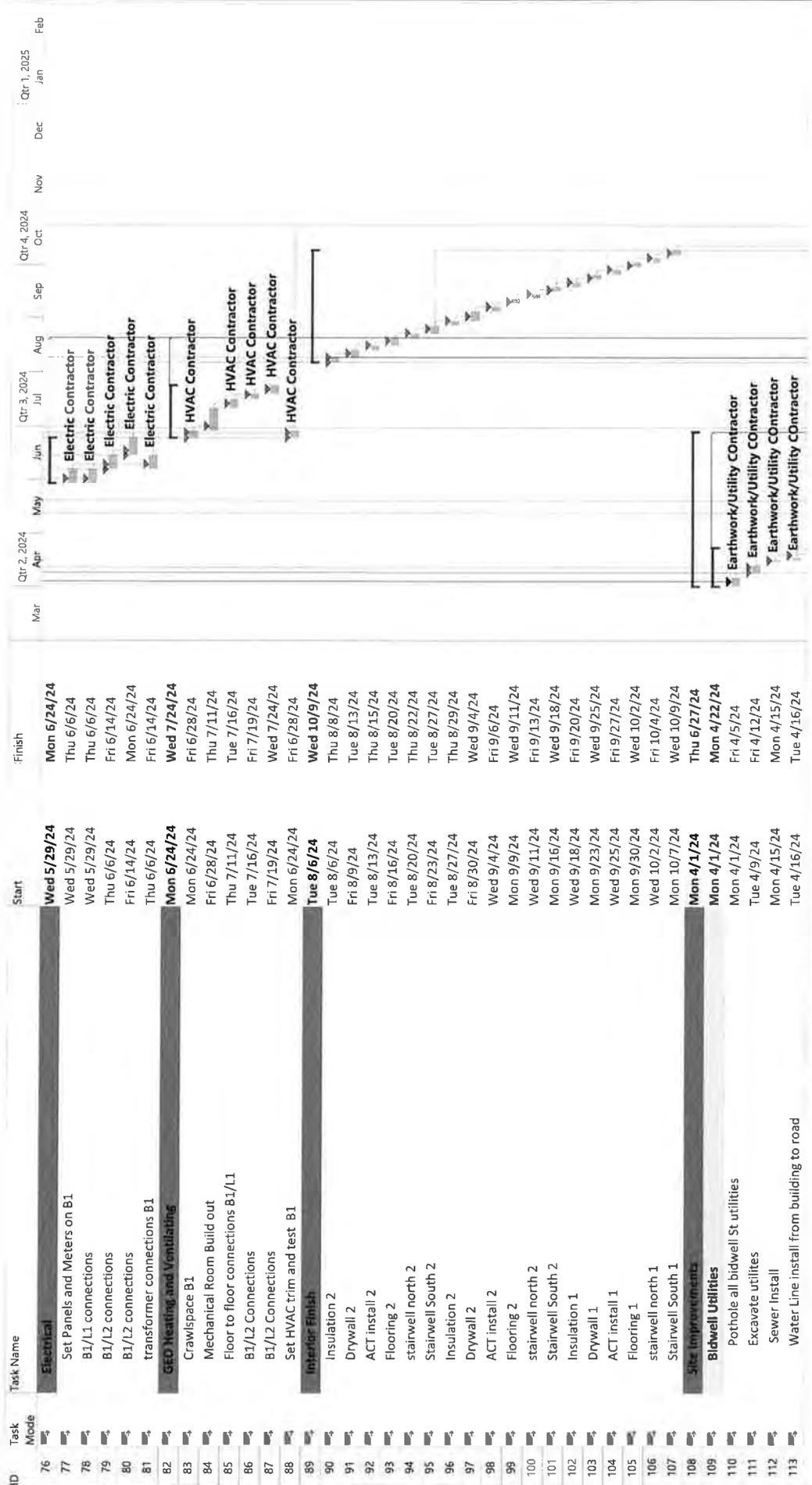
Task Summary: Manual Task, Duration-only, Manual Summary/Rollup, Manual Summary

Task Split: Inactive Task, Inactive Milestone, Inactive Summary

Task Milestone Summary: Milestone, Summary

Task Start/Finish: Start-only, Finish-only, External Tasks, External Milestone

Task Deadline/Progress: Deadline, Progress, Manual Progress



Project: Carbonate Apartments
 Date: Fri 2/16/24

Task Summary: Project Summary, Inactive Task, Inactive Milestone, Inactive Summary

Milestone Summary: Manual Task, Duration-only, Manual Summary Rollup, Manual Summary

Summary: Start-only, Finish-only, External Tasks, External Milestone

Deadline: Progress, Manual Progress

ID	Task Mode	Task Name	Start	Finish	Contractor
114	🔴	Excavate Fire Hydrant Tap	Mon 4/22/24	Mon 4/22/24	Earthwork/Utility Contractor
115	🔴	Inspections/Asbuilts	Wed 4/17/24	Wed 4/17/24	Earthwork/Utility Contractor
116	🔴	Back fill Utilities	Thu 4/18/24	Fri 4/19/24	Earthwork/Utility Contractor
117	🔴	Storm Sewer Install	Fri 5/10/24	Wed 6/5/24	Earthwork/Utility Contractor
118	🔴	Excavate storm water trench North parking lot	Fri 5/10/24	Mon 5/13/24	Earthwork/Utility Contractor
119	🔴	Install Inlet and Drain Pipe North Parking lot	Tue 5/14/24	Wed 5/15/24	Earthwork/Utility Contractor
120	🔴	Inspection Storm system at north parking lot	Thu 5/16/24	Fri 5/17/24	Earthwork/Utility Contractor
121	🔴	Excavate storm water trench W lot	Mon 5/20/24	Tue 5/21/24	Earthwork/Utility Contractor
122	🔴	Install Inlet and Drain Pipe W lot	Wed 5/22/24	Thu 5/23/24	Earthwork/Utility Contractor
123	🔴	Inspection Storm system at W lot	Fri 5/24/24	Tue 5/28/24	Earthwork/Utility Contractor
124	🔴	Excavate storm water trench s lot	Wed 5/29/24	Thu 5/30/24	Earthwork/Utility Contractor
125	🔴	Install Inlet and Drain Pipe S lot	Fri 5/31/24	Mon 6/3/24	Earthwork/Utility Contractor
126	🔴	Inspection Storm system at S lot	Tue 6/4/24	Wed 6/5/24	Earthwork/Utility Contractor
127	🔴	Noth Parking Lot Hardscape	Fri 5/17/24	Tue 6/11/24	Earthwork/Utility Contractor
128	🔴	Rough Grade	Fri 5/17/24	Tue 5/21/24	Earthwork/Utility Contractor
129	🔴	Fine Grade	Wed 5/22/24	Thu 5/23/24	Earthwork/Utility Contractor
130	🔴	Fine grade C&G	Fri 5/24/24	Tue 5/28/24	Earthwork/Utility Contractor
131	🔴	Form C&G	Wed 5/29/24	Thu 5/30/24	Earthwork/Utility Contractor
132	🔴	Pour C&G	Fri 5/31/24	Mon 6/3/24	Earthwork/Utility Contractor
133	🔴	Fine Grade Roadway and Parking	Tue 6/4/24	Wed 6/5/24	Earthwork/Utility Contractor
134	🔴	Install 6" compacted Base Course	Thu 6/6/24	Fri 6/7/24	Earthwork/Utility Contractor
135	🔴	Asphalt Paving	Mon 6/10/24	Tue 6/11/24	Earthwork/Utility Contractor
136	🔴	South Lot Hardscape	Fri 5/24/24	Thu 6/27/24	Earthwork/Utility Contractor
137	🔴	Rough Grade	Fri 5/24/24	Wed 5/29/24	Earthwork/Utility Contractor
138	🔴	Fine Grade	Thu 5/30/24	Mon 6/3/24	Earthwork/Utility Contractor
139	🔴	Fine grade C&G	Tue 6/4/24	Thu 6/6/24	Earthwork/Utility Contractor
140	🔴	Form C&G	Fri 6/7/24	Tue 6/11/24	Earthwork/Utility Contractor
141	🔴	Pour C&G	Wed 6/12/24	Fri 6/14/24	Earthwork/Utility Contractor
142	🔴	Fine Grade Roadway and Parking	Mon 6/17/24	Wed 6/19/24	Earthwork/Utility Contractor
143	🔴	Install 6" compacted Base Course	Thu 6/20/24	Mon 6/24/24	Earthwork/Utility Contractor
144	🔴	Asphalt Paving	Tue 6/25/24	Thu 6/27/24	Earthwork/Utility Contractor
145	🔴	West Hardscape	Tue 6/4/24	Fri 6/14/24	Earthwork/Utility Contractor
146	🔴	Fine Grade hardscape	Tue 6/4/24	Thu 6/6/24	Earthwork/Utility Contractor
147	🔴	Form Sidewalk and hardscape	Fri 6/7/24	Tue 6/11/24	Earthwork/Utility Contractor
148	🔴	Pour Sidewalk and hardscape	Wed 6/12/24	Fri 6/14/24	Earthwork/Utility Contractor
149	🔴	Alley Improvements	Mon 4/8/24	Thu 4/25/24	Earthwork/Utility Contractor
150	🔴	Demo Asphalt N property Line to Bidwell	Mon 4/8/24	Mon 4/8/24	Earthwork/Utility Contractor
151	🔴	Excavate Sanitary Connection	Tue 4/9/24	Thu 4/11/24	Earthwork/Utility Contractor

Project: Carbonate Apartments
Date: Fri 2/16/24

Task: Split Milestone Summary

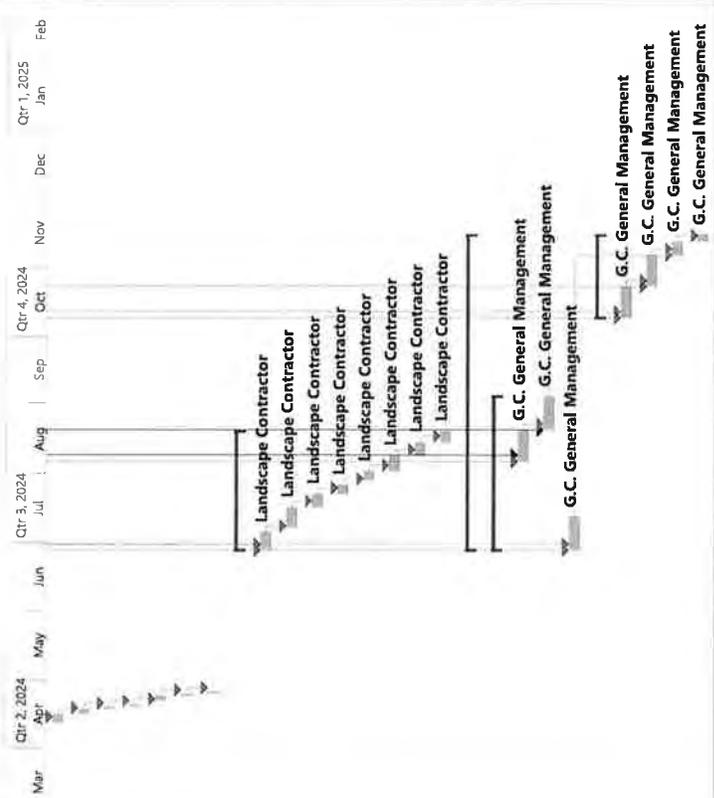
Project Summary: Inactive Task, Inactive Milestone, Inactive Summary

Manual Task: Manual Summary Rollup, Manual Summary

Start-only: Start-only, Finish-only, External Tasks, External Milestone

Deadline: Progress, Manual Progress

ID	Task Name	Start	Finish	Resources
152	Install Manhole	Fri 4/12/24	Mon 4/15/24	
153	Install Sanitary line to foundation	Wed 4/17/24	Wed 4/17/24	
154	Inspections	Thu 4/18/24	Thu 4/18/24	
155	Backfill	Fri 4/19/24	Fri 4/19/24	
156	Prep Subgrade	Tue 4/23/24	Tue 4/23/24	
157	Proof Roll	Wed 4/24/24	Wed 4/24/24	
158	Pave the alley	Thu 4/25/24	Thu 4/25/24	
159	Landscape	Fri 6/28/24	Mon 8/19/24	
160	Trench for irrigation lines	Fri 6/28/24	Fri 7/5/24	Landscape Contractor
161	lay and install irrigation	Mon 7/8/24	Tue 7/16/24	Landscape Contractor
162	Install irrigation water access box	Wed 7/17/24	Mon 7/22/24	Landscape Contractor
163	install pavers	Tue 7/23/24	Fri 7/26/24	Landscape Contractor
164	Prep planter beds	Mon 7/29/24	Thu 8/1/24	Landscape Contractor
165	plant trees	Fri 8/2/24	Thu 8/8/24	Landscape Contractor
166	plant planters	Fri 8/9/24	Wed 8/14/24	Landscape Contractor
167	Install Site Furnishings	Thu 8/15/24	Mon 8/19/24	Landscape Contractor
168	Final Closeout	Fri 6/28/24	Fri 11/15/24	
169	Complete Final Inspections	Fri 6/28/24	Wed 9/4/24	
170	Perform local building agency inspection	Tue 8/6/24	Tue 8/20/24	G.C. General Management
171	Perform Fire Marshal's inspection	Tue 8/20/24	Wed 9/4/24	G.C. General Management
172	ROW Inspection	Fri 6/28/24	Fri 7/12/24	G.C. General Management
173	Closeout	Wed 10/9/24	Fri 11/15/24	
174	ROW Punch Walk - Complete Site	Wed 10/9/24	Wed 10/23/24	G.C. General Management
175	Complete punch list items from all inspections	Wed 10/23/24	Wed 11/6/24	G.C. General Management
176	Obtain certificate of occupancy	Wed 11/6/24	Tue 11/12/24	G.C. General Management
177	Issue final completion documents including warranties	Tue 11/12/24	Fri 11/15/24	G.C. General Management



Project: Carbonate Apartments
Date: Fri 2/16/24

Task: Milestone Summary

Project Summary: [] Inactive Task: [] Inactive Milestone: [] Inactive Summary: []

Manual Task: [] Duration-only: [] Manual Summary Rollup: [] Manual Summary: []

Start-only: [] Finish-only: [] External Tasks: [] External Milestone: []

Deadline: [] Progress: [] Manual Progress: []

EXHIBIT D

Sawtooth Phase 2 -

Clarifications

- | 00 | Standard Requirements |
|----|---|
| 1 | The Geotechnical Investigation is for reference only and therefore not included as a contract document. Recommendations within this document are the responsibility of the design team and owner and to be included in the design at their discretion. |
| 2 | Alternates and Allowances: |
| a | All alternates mentioned are inclusive of labor, material, equipment, hoisting, and applicable taxes unless otherwise noted. |
| b | All allowances mentioned are inclusive of labor, material, equipment, hoisting, and applicable taxes unless otherwise noted. |
| c | Any underrun or overrun of any allowances will be a change-order |
| 3 | All costs are based on standard workdays, 8 hours per day, 5 days per week. |
| 4 | Due to the volatility of the subcontractor and commodity market, we reserve the right to review the current pricing and adjust our price accordingly if the contract is not executed within 30 days. |
| 5 | Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, epidemics, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party. |
| 01 | General Conditions |
| 1 | Our proposal includes a construction start date of March, 02, 2024 with an executed contract, notice to proceed, full building permit and receipt of final construction documents. |
| a | Schedule based on 8-working day approval timeframe on submittals. |
| b | Schedule is based on a 3-working day RFI response time. |
| 2 | Our proposal includes a construction duration of 8.5 months. |
| 3 | Permit and Taxes |
| a | A Building Permit Fee is included at \$164,780. |
| b | A Plan Review Fee is included at \$41,195. |
| c | Use Taxes excluded; by Owner. |
| 4 | Contingencies |
| a | A Contractor is included at 2%. |
| 5 | Insurances |
| a | General Liability Insurance is included at .998%. |
| b | Builders Risk Insurance is included at 1.624%. |
| c | Due to the current market conditions, lending requirements and construction start date, the final underwriting and costs of Builder's Risk Insurance will be determined just prior to the start of construction. Any cost difference will be either an additive or deductive change order |
| 6 | Fees |
| a | Design Fees are not included in this cost proposal. |
| b | Preconstruction Services are not included in this cost proposal. |
| c | A Construction Fee of 5%. |
| 7 | A General Contractor's Payment and Performance Bond is not included. |
| 8 | Utilities |
| a | Assumed that services available at property line. |
| b | An allowance of \$10,000 to hook up temporary utility services (i.e. Electrical, water, etc.) is included. |
| c | Assumed access to temporary electric and water services is available on site. |
| 9 | Weather Conditions |
| a | An allowance of \$20,000 for weather protection to maintain the construction process and schedule due to weather conditions is included. |
| b | 12 Days have been added to the schedule due to possible weather delays. |
| c | Any underrun or overrun of the Weather Protection Allowance will be a change-order to the contract, either deductive or additive. |
| 10 | Development impact fees and private utility fees are not included. (I.e. Tap usage fees, wastewater fees, local jurisdiction fees, fire |
| 11 | Provisions for Davis Bacon or any other prevailing wage program are not included. |
| 12 | No provisions whether shown or implied are included in this proposal for hazardous materials (as defined by OSHA and EPA). |

03	Set and Stitch
03.01	Pricing based on the assumption that the box staging area is within 1 mile of the site
03.02	Mod Cribs included in pricing
05	Cast In Place Concrete
05.01	Concrete foundation pricing based on structural drawings dtated 1/31/2024
06	Misc Metals
06.01	Balcony Railing and Stair railings include: Site measurements, Design/Fabrication, and install
07	Rough Carp & Framing
07.01	Exterior Siding basis of pricing is with Nichiha Products and installation system
07.02	Included is 1in outboard foam installed around the entire building
07.03	Included is 2 exterior canopies
07.04	Lumber package included
07.05	Included is the install labor pricing for the standing seam metal roofing and exterior siding.
07.06	Savings can be achieved if a substitution from nichiha to hardie (\$75000 in savings)
08	Waterproofing
08.01	Balcony traffic coating included - Assumed CDX sheathing at balconies
08.02	Balcony traffic coating color TBD by owner from standard color selections
08.03	Spray applied traffic foundation dampproofing included
09	Insulation
09.01	No founation insulation included
09.02	Corridor draft stop and insulation to be site installed
10	Roofing
10.01	Assumed a Tapered EPDM roof
10.02	Standing seam metal roof Labor included in Rough Carpentry
10.03	Standing Seam metal roofing Material Pricing included in Metal siding tab
10.04	Assumed Subcontractor will Bond their work
13	Drywall
13.01	Level 4 finish assumed for all site installed drywall
13.02	Corridor paint colors TBD by owner
14	Flooring
14.01	Flooring Prices based on a rubberized flooring in the circulation towers and LVT flooring in the corridors
16	Accessories
16.01	All Stainless Appliances are quoted and carry a 3 year warranty
16.02	Assumed LG stainless steel appliances
16.03	Specialty items included in pricing (Fire extinguishers, mirrors, fire extinguisher cabinets, unit numbering)
16.04	Window coverings exlcuded
17	Fire Protection
17.01	Fire sprinkler and Fire Alarm included as a delgated design.
17.02	Design Fee's are included in this pricing
17.03	Site installation included in pricing
18	General Mechanical/Plumbing
18.01	Geothermal scope starts at the foundation in
19	General Electrical
19.01	Electrical scope included is for lot line in.
19.02	Solar ready includes Conduit runs to building roof
19.03	Photo Voltaic Disconnect and Meter by others
19.04	EV Panel included per one line
20	Earthwork
20.01	Excavation for geothermal wells excluded
21	Asphalt Paving
21.01	Asphalt per plan.

22	Landscaping	
22.01	All site furnishings included unless otherwise noted	
22.02	Site furnihings to be approved by the owner is a substitution is requested	
23	Site Concrete	
23.01	Pricing based on summer work and no weather additives are included	
24	Site Utilities	
24.01	Geothermal wells excluded	
24.02	Assumed that electric utility will bring power to the property line and set the transformer	
24.03	ROW permitting included	
24.04	Water lines included	
24.05	Storm sytem included	
24.06	Traffic control included as needed	
24.07	Foundation drain tile is excluded	
	Allowances	
	Weather Protection	\$20,000
	Water Service	\$5,000
	Power Service	\$5,000

A104 Draft Sawtooth Phase II - Final 3.4

Final Audit Report

2024-03-08

Created:	2024-03-04
By:	Joseph Lugo (jlugo@fadingwest.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABoAr0TbGqEzy1WT5XQih_Lnq2-XR3uQN

"A104 Draft Sawtooth Phase II - Final 3.4" History

-  Document created by Joseph Lugo (jlugo@fadingwest.com)
2024-03-04 - 3:08:05 PM GMT
-  Document emailed to Josh Bearss (jbearss@fadingwest.com) for signature
2024-03-04 - 3:08:11 PM GMT
-  Document emailed to Matthew Birnie (mbirnie@gunnisoncounty.org) for signature
2024-03-04 - 3:08:11 PM GMT
-  Email viewed by Josh Bearss (jbearss@fadingwest.com)
2024-03-04 - 3:23:39 PM GMT
-  Document e-signed by Josh Bearss (jbearss@fadingwest.com)
Signature Date: 2024-03-04 - 3:26:47 PM GMT - Time Source: server
-  Email viewed by Matthew Birnie (mbirnie@gunnisoncounty.org)
2024-03-08 - 4:46:11 AM GMT
-  Document e-signed by Matthew Birnie (mbirnie@gunnisoncounty.org)
Signature Date: 2024-03-08 - 4:46:59 AM GMT - Time Source: server
-  Agreement completed.
2024-03-08 - 4:46:59 AM GMT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Service Agreement; Dr. Anna Meeuwsen;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Dr. Anna Meeuwsen

Term Begins: 1/1/2024

Term Ends:

Grant Contract #:

Summary:

Dr. Anna Meeuwsen contracts to provider medical oversight, reviewing and approval of clinical protocols and procedures.

Fiscal Impact: \$1,200/year or \$3,600/3 year contract

Submitted by: Joni Reynolds

Submitter's Email Address: jreynolds@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/21/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/25/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL 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 Avenue, Gunnison, Colorado (“Gunnison County”) and Dr. Anna Meeuwsen, whose address is 551 Apache Road, Gunnison, CO 81230 (herein “Contractor”) to serve as the Family Planning Clinic operated by Health and Human Services Doctor of Oversight.

AGREEMENT

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

1. SERVICES.

The Contractor shall provide professional services as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31st 2026, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Health and Human Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor’s performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed \$3,600 and No/100 U. S. Dollars (\$3,600) for the contract period, \$100./month (“Compensation”). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County

fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth in this Paragraph after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this agreement. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.]

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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

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

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

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

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

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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

6. INDEPENDENT CONTRACTOR.

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

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included

in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. INDEMNIFICATION.

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

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

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

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

9. DISCRIMINATION.

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

as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. PANDEMICS.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be 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.

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully

authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the

compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or

default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

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

21. NOTICES.

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

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

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

Contractor: Dr. Anna Meeuwsen
551 Apache Road
Gunnison, CO 81230

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which 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.

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

If the Contractor or any of its Subcontractors will or may receive personally identifiable information (“PII”) under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a “Third-Party Service Provider” as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County’s PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

- 1) Review all policies and procedures for the Family Planning Clinic.
- 2) Provide medical consultation to Health and Human Services nurses in the Family Planning Clinic.
- 3) Review and co-sign 10% of the Family Planning Clinic patient charts (approximately 120 per year) for quality assurance purposes.
- 4) Provide medical consultation and oversight for the Nurse Practitioners and Physician Assistants hired by Health and Human Services in their capacity as mid-level providers.
- 5) Provide appropriate supervision of the mid-level providers as outlined in the State of Colorado Medical Practice Act.
- 6) Meet annually with the Health and Human Services staff to review updates and concerns for local public health issues.
- 7) Be an advocate for Health and Human Services (HHS) and represent HHS to the medical community.
- 8) Collaborate on Health advisory boards and coalitions as available.
- 9) Provide consultation as needed in development of local statutes or rules that may be necessary to meet an emergency epidemic and/or bioterrorism event.
- 10) Serve as a liaison between HHS and the private medical community as necessary to meet the medical needs of an emergency epidemic and/or bioterrorism event.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Gra

Action Requested: County Manager Signature

Parties to the Agreement: Department of Local Affairs

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This grant will provide assistance to approximately 6 households that are in imminent risk of homelessness by providing case management and financial assistance.

Fiscal Impact: \$36,760

Submitted by: Elizabeth Holena

Submitter's Email Address: elizabeth.holena@state.co.us

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/28/2024

County Attorney Review:

Required

Not Required

Comments:

As noted in the submission, the "Authorized Signature Sheet" will need completion, and Paragraph 7 answered in the affirmative should take care of most if not all of the insurance requirements. Otherwise, not spotting any legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/25/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024

2024-2025 Colorado Division of Housing

Homeless Prevention Activities Program (HPAP) Application

Please complete and submit the following responses/attachments as one PDF, and the budget template as an Excel document, to briana.west@state.co.us by 5:00pm MST on April 1, 2024:

- 1. COVER PAGE
- 2. NARRATIVES
- 3. SUPPORTING DOCUMENTATION
- 4. PROJECT BUDGET

Homeless Prevention Activities Program (HPAP) Application Cover Sheet

Applicant Information	
Legal Organization Name:	Gunnison County Department of Health and Human Services
Remittance Address: <i>(This must match the W-9)</i>	200 West Virginia Gunnison CO 81230
General Phone #:	970.641.3244
Website:	www.gunnisoncounty.org
Type of Organization: <i>(Nonprofit or unit of local government)</i>	Local government
Grantee Federal Tax ID:	84-6000770
Grantee Unique Entity Identifier :	UEI-NSN9FAGKEDJ9

Applicant Signatory Authority:	
Name:	Matthew Birnie
Title:	County Manager
Email address:	MBirnie@gunnisoncounty.org
Phone #:	970-641-0248

Applicant Organization Contact Person: <i>(Staff person most knowledgeable and available to answer questions about the proposal)</i>	
Name:	Elizabeth Holena
Title:	Manager
Email address:	elizabeth.holena@state.co.us
Phone #:	970-642-4665

HPAP Application Request:	
Total funding requested amount:	\$36,760
Proposed service area (counties served):	Gunnison and Hinsdale County

Priority Points Questions:	YES	NO
Does your agency have a demonstrated history of serving that experiencing homelessness or at-risk of homelessness?	yes	
Will your project serve counties with a population of less than 175,000?	yes	
Are your HPAP service areas county-wide?	yes	

APPLICATION NARRATIVE QUESTIONS

While there is no set page limit for responding to these questions, please remain as brief as possible while sufficiently answering the question and submit as a PDF document to briana.west@state.co.us no later than 5:00pm MT on April 1, 2024:

1. Background and Priority Points

- a. Please provide some brief data that speaks to the need for homelessness prevention services in your service area.

Gunnison County Department of Health and Human Services (GCDHHS) processes over 150 applications for rental assistance each year but is unable to aid with all requests. Households that GCDHHS cannot assist are often those facing imminent eviction due to high arrear costs and an inability to immediately resume monthly payments. Each year, approximately 5-6 households are faced with imminent eviction and seek assistance through GCDHHS. GCDHHS is able to assist approximately 100 households with rental assistance when they are able to stabilize relative quickly and do not have arrears.

- b. Provide a brief summary of your agency's mission and demonstrated history of serving those experiencing homelessness or at-risk of homelessness.

The mission of Gunnison County Department of Health and Human Services is to provide culturally competent leadership, prevention, protection, and support services to individuals and families of Gunnison and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community. GCDHHS has been providing assistance to those experiencing homelessness for over 15 years through the use of the Community Service Block Grant (CSBG). CSBG provides emergency hotel vouchers to unhoused individuals as well as emergency rental assistance for those households at risk of homelessness. GCDHHS has designed policy and process for households in need that includes meeting with skilled case managers to better understand each unique household situation. Case managers are highly knowledgeable in resources and services available in the community that can promote stability and self-sufficiency for households facing homelessness.

- c. Within your service area, if your organization does not serve the whole county, please demonstrate how you will reach countywide service through partnerships.

2. Services and Case Management

- a. Please list the services your agency will provide to HPAP funded program participants, and include details on your service delivery.

Gunnison County Department of Health and Human Services (GCDHHS) shall provide rental assistance and case management services to low income young adults and families at risk of homelessness in Gunnison and Hinsdale Counties. Households applying for assistance will work with a case manager to develop a

housing stabilization plan which will be reviewed frequently and revised as needed. The plan will identify barriers to housing retention and will identify specific steps the household will take to address these barriers. The case manager and household shall reassess the plan every 30 days. Case managers will work with the most vulnerable families to identify additional supportive resources in the community that promote stability and self-sufficiency. Services will be coordinated with other private, public, and nonprofit agencies focused on increasing household stability. Case managers will also work with landlords directly to negotiate avoiding eviction by providing rental assistance.

- b. Briefly describe your organization's plan to provide quality case management including a minimum of monthly contacts with each household participating in the program (phone calls, email, home visits, etc.).

At a minimum each household participating in the program will have one monthly face to face contact with a case manager in addition to phone calls, emails and follow up required for the action plan to be successfully completed. Case managers are considered community resource specialists and have a combined 20 years of experience providing services to households facing numerous barriers to stability. Case managers are flexible and adaptable and work through a trauma focused lens, understanding that each family has different needs in how they connect with others and how they believe their needs can be met.

- c. Describe the follow-up conducted with families and youth served after program services end, and how this will be documented. How will your agency document housing status six-months after exit?

Case managers will follow up with six-month surveys by phone and mail. This will be documented in Homeless Management Information System (HMIS) as well as with internal documentation procedures.

3. Eligibility and Prioritization of Services

Please provide your program's policy and/or criteria for eligibility, and the prioritization of HPAP prevention resources.

- a. Gunnison County Department of Health and Human Services (GCDHHS) will prioritize households based on need. Households must consist of families or youth and must be facing imminent eviction. A household's income must be less than 50% AMI. Each applicant must demonstrate through documentation that the household is at risk of becoming homeless but for the HPAP assistance within 21 days of the request. Households must also not be able to make required payments due to sudden loss of income and the assistance is necessary to avoid eviction. Households must be able to resume rent payments within six months. GCDHHS shall provide services and activities that address individual objectives specific to maintaining housing. Eligible expenses include rental assistance and utility

payments as well as security and utility deposits. Case managers will work with the most vulnerable families to identify additional supportive resources in the community that promote stability and self-sufficiency. Services will be coordinated with other private, public, and nonprofit agencies focused on increasing housing stability.

- b. How will you ensure and document that HPAP funds are only used to assist households that would become homeless if not for this assistance?

Residents of Gunnison and Hinsdale County that apply for HPAP will complete a comprehensive Grant Screening Form provided at the GCDHHS office. Applicants will qualify after they demonstrate annual income below 50% of the Area Median Income through verification such as pay stubs, income tax returns, employer letter/collateral contact, social security benefits notice, and CBMS research. In addition, households will have to provide verification through documentation that they are at risk of becoming homeless without HPAP assistance within 21 days of the request for assistance. Verification will demonstrate a household is unable to make the required payments due to a sudden reduction on incoming, that the assistance is necessary to avoid eviction, that there is reasonable belief that the household will be able to resume rent payments in 6 months.

4. Partnerships and Coordination

- a. Is your organization involved in regional efforts to provide Coordinated Entry? If yes, briefly explain how your HPAP funded program will interact with the Coordinated Entry System.

GCDHHS is involved in the Western Slope Homeless Coalition which meets weekly to disseminate housing resources as well as staff individual household needs. The HPAP manager will continue participation in this coordinated entry system to assure there is no duplication of services and all resources can be maximized.

- b. Are you aware of other homelessness prevention programs serving any of your proposed service area(s)?
 - 1. If yes, please name the other source(s) and describe how your organization will coordinate with the other programs to leverage funds for maximum impact and prevent the duplication of services.

GCDHHS utilizes the Community Service Block Grant to assist households who are experiencing short periods of instability. Funds from CSBG and HPAP will be channeled appropriately for those facing imminent eviction vs households needing short term temporary assistance. Both programs are managed by the same team to prevent duplication of services. There are currently no other homelessness prevention programs in the community.

5. Project Performance Measures

Please provide the projected numbers served and outcomes of this proposed project for the grant term:

Measure	Projected target:
Households referred to HPAP-funded program:	6
Households accepted to HPAP-funded program:	6
Average days of assistance per accepted household using HPAP funds:	120
Average amount spent per accepted household:	\$5000
% of households stably housed 6-months post-exit:	95%

6. Reflection on Past Performance

This section is only for applicants that currently have a HPAP award. New applicants please skip this section.

- a. How many years has your organization utilized HPAP funding from DOH?

- b. How much of your current HPAP grant has been spent as of 04/01/24? Include dollar amount and percent spent down.
 1. Do you plan to fully spend the grant? If not, how much do you expect to deobligate?
 2. If as of 04/01/24 the grant is less than 70% spent, please provide a detailed spending plan.

- c. How many participants have you served so far this grant term?

- d. Please reflect on the accomplishments and impact of your current HPAP grant.

NOTE - To ensure a complete application, please also submit the budget attachment as an Excel file.

SUPPORTING DOCUMENTATION

For all applicants, submit the signed and completed supporting documentation forms in the Appendices Section, as applicable. Applications with missing documents will be considered incomplete.

Documentation for Grant Agreements - Please include these five (5) documents in order in your final submission.

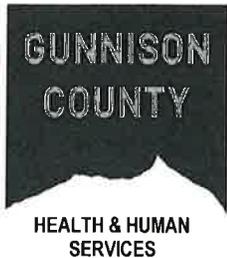
- Authorized Signature Sheet
- Authorized Signature Backup Documentation (No Appendix Form; Please Attach)
- Ability to Comply with State's Insurance Requirements
- Ability to Comply with Homeless Management Information System (HMIS) or CAFÉ (DOH's comparable database for Victim Service Providers)
- Agency W-9 signed within the last six (6) months (No Appendix Form; Please Attach)
- Certificate of Good Standing from the Colorado Secretary of State (No Appendix Form; Please Attach - Nonprofit agencies ONLY)
 1. Go to <https://www.sos.state.co.us/biz/BusinessEntityCriteriaExt.do>
 2. Search Agency Legal Name
 3. Download Certificate of Good Standing form and attach to this submission

Optional: Electronic Fund Transfer (EFT) Authorization Form

- DOH EFT History Sheet
- Completed EFT Form - if setting up EFT
- Voided Check - if setting up EFT

Budget Categories	Amount Requested
Financial assistance	\$ 30,000.00
Case Mangement	\$ 5,760.00
Adminstrative	\$ 1,000.00
Total Request	\$ 36,760.00

Please note: If cells appear red once amounts are input, the amounts are too high and need to be adjsuted to reflect the RFA limits



Phone: (970) 641-3244 | Fax: (970) 641-3738
 220 N. Spruce, Gunnison, CO 81230
 Website: www.GunnisonCounty.org

AUTHORIZED SIGNATURE SHEET

Date:

WHEREAS, the Gunnison County Department of Health and Human Services (GCDHHS) has approved an application to the Colorado Department of Local Affairs/ Division of Housing for funds for Homeless Prevention Activities Program; and

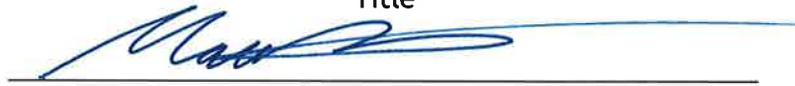
WHEREAS, GCDHHS certifies by

x	Board Resolution		Bylaws		Policy		Other:	
---	------------------	--	--------	--	--------	--	--------	--

(Please attach backup documentation) that the person named below has full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by GCDHHS

Matthew Birnie
Name of Authorized Signatory

County Manager
Title


Signature

Furthermore, if applicable, this statement certifies and hereafter delegates Joni Reynolds, Assistant County Manager, an agent of GCDHHS for the purpose of authorizing and signing:

x	Payment Requests
x	Quarterly Financial Status Reports
x	Quarterly Project Performance Reports
x	Monitoring Documents
<input type="checkbox"/>	Other

I certify to the best of my knowledge and belief, statements and data in this application, including the required Statement of Assurances and Certifications, are true and correct.

Signature

Name and Date (Typed or Printed) Joni Reynolds



HEALTH & HUMAN
SERVICES

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ABILITY TO COMPLY WITH STATE'S INSURANCE REQUIREMENTS

The State requires various insurance. Indicate if you have the required insurance by placing an "X" in the box immediately to the left of "yes". Indicate that you do not have the required insurance, by placing an "X" in the box immediately to the left of "no". You may provide an explanation after each section of challenges that you face.

1. The Subrecipient shall obtain, and maintain at all times during the term of the agreement, insurance in the following kinds and amounts:
 - a. **Workers Compensation Insurance** as required by state statute and Employer's Liability Insurance covering all of the contractor's employees acting within the course and scope of their employment.

Yes No Issues or Explanation:

- b. **Commercial General Liability Insurance** written on ISO occurrence form CG 00 01 10/93 or equivalency, covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability within minimum limits as follows:
 - i. \$1,000,000 each occurrence
 - ii. \$1,000,000 general aggregate;
 - iii. \$1,000,000 products and completed operations aggregate; and
 - iv. \$50,000 any one fire.

Yes No Issues or Explanation:

- c. **Automobile Liability Insurance** covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

Yes No Issues or Explanation:

- d) **Protected Information** Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
 - i) \$1,000,000 each occurrence; and
 - ii) \$2,000,000 general aggregate.

Yes No Issues or Explanation:



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e) **Crime Insurance** including employee dishonesty coverage with minimum limits as follows:

- i) \$350,000 each occurrence; and
- ii) \$350,000 general aggregate.

Yes No Issues or Explanation:

2. The State of Colorado is named (or will be named within 7 business days of the effective date of the contract) as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CD 2010 11/85, CG 2037 or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

Yes No Issues or Explanation:

3. The Insurance includes (or will include within 7 business days of the effective date of the contract) provisions preventing cancellation or non-renewal without at least 30 days prior notice to the State by certified mail.

Yes No Issues or Explanation:

4. The contractor will require all insurance policies in any way related to the contract, and secured and maintained by the contractor, to include clauses stating that each carrier will waive all rights of recovery under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

Yes No Issues or Explanation:

5. All policies evidencing the insurance coverage required hereunder shall be insured by insurance companies satisfactory to the State.

Yes No Issues or Explanation:

6. The contractor shall provide certificates showing insurance coverage required by the contract to the State within 7 business days of the effective date of the contract.



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Yes No Issues or Explanation:

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

Yes No Issues or Explanation:



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ABILITY TO COMPLY WITH HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

Please place an "X" in the box that best describes applicant agency's current HMIS status and answer the questions that apply to your selection.

My agency is entering all HUD-required HPAP HMIS data elements on a consistent basis.

1. Is your agency using HMIS? If not, what is your plan to begin using HMIS by the start of this agreement?

GCDHHS will request access for HMIS immediately upon award.

2. For existing projects applying for HPAP funds, please enter your current HMIS project name.

3. For new projects, please enter what project name you would like if awarded.
Homeless Prevention Activities Program

4. If awarded, will you need additional staff trained and additional HMIS licenses? If so, how many (an estimate is fine here). Two

5. What HMIS technical assistance does your agency need? Introductory training

6. What is your agency's participation rate in HMIS? How many programs use HIMS? Our agency has not used HMIS to date.

My agency is using CAFÉ, the HPAP comparable database to HMIS.

1. Is your agency using CAFÉ for client management? If not, what is your plan to begin using CAFÉ for client management by the start of this agreement?



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2. Are you a Domestic Violence Service Provider? If you answered no, please note that your agency must use HMIS. No

3. If awarded, will you need additional staff trained on CAFE? If so, please explain here.

4. What CAFÉ technical assistance does your agency need?

Optional: Electronic Fund Transfer (EFT) Authorization Form

DOH EFT History

Does your agency currently receive EFT payments from DOH?

Yes NO

If no, but you would like to establish that payment method, please complete this form. In order for form to be considered complete, please attach a **voided check or letter from bank with banking information**. At noted, this form is optional; applicants are not required to complete the form. If awarded HPAP funds, applicants may request EFT at any time.

Please note: this form will only be available in the PDF version of this NOFA.



Policy Name:	Gunnison County Manager Contract-Execution Authority Policy		Policy Number:	1.2.1.2	
Approval Authority:	Gunnison County Board of County Commissioners		Date of Adoption:	12/18/2018	
Effective Date:	1/1/2019	Adoption Document:	Resolution #2018-52		
Review Date:	1/1/2024	Review Frequency:	Every five (5) years.	Policy Custodian:	Administration Department

PURPOSE

This policy grants limited signatory authority to the County Manager so that he or she may execute contracts with financial considerations on behalf of the Board of County Commissioners (BOCC) in order to take advantage of financial opportunities that would benefit the County and avoid operational delays.

SCOPE

This policy applies to the Gunnison County Manager and, whenever explicit authority has temporarily been granted due to his or her absence, to the County Manager’s chain of succession outlined in Policy #1.2.4.3.1, *Emergency and Disaster Management and Procedures*.

DEFINITIONS

- Consumer Price Index (CPI) Calculator. The CPI is a measure of the average change in prices over time in a market basket of goods and services. The Bureau of Labor Statistics (BLS) releases CPI data monthly, and the CPI calculator utilized by the Bureau of Labor Statistics (BLS) shall be used to calculate the annual financial increase to the County Manager’s contract-execution authority.

POLICY STATEMENTS

The County Manager of Gunnison County, Colorado is authorized, without further action of the BOCC, to execute on behalf of the BOCC, any and all contracts with an aggregate direct financial payment, or receipt, by Gunnison County over the term of the contract of not more than one-hundred, twenty-one thousand dollars (\$121,000). Execution of any contract with an aggregate direct financial payment or receipt by Gunnison County over the term of the contract of more than one-hundred, twenty-one thousand dollars (\$121,000) shall require further formal action of the BOCC. In January of each calendar year, beginning in 2020, this authority will be automatically adjusted according to the CPI as compared to the current year’s authority, rounded to the nearest one-thousand (\$1,000) dollars; Administration Department staff will inform all department directors of the new limit each January.

The County Manager shall provide each proposed contract to the Gunnison County Attorney and the Gunnison County Finance Director for review and written approval before execution. The County Manager will also schedule each contract executed pursuant to this policy on a BOCC agenda for acknowledgment of his or her signature.

COMPLIANCE

This policy shall be complied with in all respects. Revisions to this policy may occur. However, when deemed necessary in order to fully protect the County’s interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice.

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

- Policy #1.2.4.3.1, *Emergency and Disaster Management and Procedures*

All policies are subject to amendment. Refer to the Gunnison County website (www.GunnisonCounty.org/Policies) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.



January 8th 2024

Wells Fargo Account Details:

Name: **County of Gunnison**

Account: 7938639411

ACH/EDI Payments

ABA# 102000076

Wire Payments

ABA # 121000248
SWIFT code (USD): WFBIUS6S
SWIFT code non-USD) WFBIUS6W
Bank address: 420 Montgomery St
San Francisco, CA 94104

Bank: Wells Fargo Bank, N.A.
Branch: Gunnison
Address: 909 N. Main St. Gunnison, CO 81230
Ph: 970.641.6204

Best regards,

Christine Iskander

Christine Iskander
Commercial Relationship Manager
Wells Fargo Government Banking

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Service Agreement; Horizons in Learning

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Horizons in Learning, LLC

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Requesting County Commissioner's signature for professional services contract. Horizons in Learning will provide a Keynote address at the annual Nurturing the Young Child Conference

Fiscal Impact:

Submitted by: Lana Athey

Submitter's Email Address: lathey@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/21/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/20/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 12th day of March, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“Gunnison County”) and Horizons in Learning, LLC, whose address is 10700 W 38th Ave, #113, Wheat Ridge, CO 80033 “Contractor”).

AGREEMENT

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

1. SERVICES.

The Contractor shall provide professional services as follows:

- Horizons In Learning will provide a biography and description of the seminar to be incorporated by the Client in marketing materials, if needed.
- Horizons In Learning will provide handout originals digitally for photocopying.
- Horizons In Learning will bring their own laptop computer.

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

Gunnison County is responsible for the following:

- payment of the Compensation to Contractor (as defined in Paragraph 4 of this Agreement) and all reasonable and necessary lodging, meals, automobile mileage, and photocopying expenses associated with Contractor’s performance of this Agreement, except that reimbursement of such expenses shall be subject to the approval of Gunnison County at its sole discretion.
- marketing, administration, registration for this event
- setting up the room as discussed with Horizons In Learning.
- providing a screen, projector, flip chart and easel, table for presenter.
- providing a table/location for speaker book sales.
- photocopying and distributing handouts to participants.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on April 28, 2024, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Promoting Prosperous, Collaborative and Healthy Communities strategy to lead efforts in the valley to stabilize and increase early childhood education, child care and pre-K slots, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed three thousand and No/100 U. S. Dollars \$3,000 ("Compensation"). Compensation shall not include the expenses approved by Gunnison County as set forth in Paragraph 1 of this Agreement. Payment for the Compensation and for the expenses set forth in Paragraph 1 of this Agreement shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be

included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

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

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

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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

6. INDEPENDENT CONTRACTOR.

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

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

8. INDEMNIFICATION.

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

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

Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for

damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.

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

9. DISCRIMINATION.

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

10. PANDEMICS.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be 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.

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to that portion of the Compensation for Services performed and those expenses incurred and approved by the County under Paragraph 1 of this Agreement prior to the date of termination, per the terms of this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

All documents, records, copyrighted recordings and intellectual property furnished and produced by the Horizons In Learning, LLC in connection with this Agreement will be and remain the sole property of the Horizons In Learning, LLC.

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

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

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

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

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or

potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

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

21. NOTICES.

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

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

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

Contractor: Horizons in Learning, LLC
10700 W 38th Ave, #113
Wheat Ridge, CO 80033

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which 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.

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR



By: _____ 3/18/24 _____
Horizons in Learning, LLC
Constant Hine, President

Its: _____

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

What: Brilliance of Resilience: *Strategies to Bust Stress & Promote Resilience in Adults*

Keynote Presentation

Date: April 27, 2024

Time: 9:00 -11:00am

Place: Western Colorado University, 1 Western Way in Gunnison, Colorado.

Cost: \$3000 + expenses

Expenses (photocopying, lodging, meals, and mileage estimated @ 400 miles x .67 = \$268 mileage) will be invoiced for actual expenses separately after event.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Authorizing the Purchase of Real Prop

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Resolution Authorizing Purchase of Real Property

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/21/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/20/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024

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

RESOLUTION NO: 2024 - _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY
BY THE COUNTY**

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(b), Gunnison County has the legal authority to purchase and hold real property for the use of the County;

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(c), Gunnison County has the legal authority to make such order respecting real property owned by Gunnison County as the Board may deem conducive to the interests of the inhabitants of Gunnison County and to lease the same in the best interest of the County;

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(d), Gunnison County has the legal authority to make all contracts and do all other acts in relation to the property necessary to the exercise of Gunnison County's corporate or administrative powers;

WHEREAS, by Resolution No. 2022-22 enacted on May 17, 2022, the Board of County Commissioners of the County of Gunnison delegated to the County Manager the authority to negotiate and execute contracts, for the purchase of real property on behalf of the County for County purposes;

WHEREAS, by Resolution No. 2024-6 enacted on February 6, 2024, the Board of County Commissioners of the County of Gunnison delegated to the County Manager the authority to negotiate and execute all contracts, agreements, applications and other documents and take all actions on behalf of Gunnison County related to the Whetstone community housing development project and ratified all previous actions thereto; and

WHEREAS, the Board of County Commissioners of the County of Gunnison desires to purchase certain real property located at 25125 State Highway 135, Riverland Area, Crested Butte, Colorado, more fully described as:

.673 acres in section 12, township 14S, range 86W, Crested Butte, Gunnison County, State of Colorado ("Property");

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

1. County officials and staff perform all actions necessary to effect the purchase of the Property, including but not limited to execution of the Contract to Buy and Sell Real Estate (Land) for the purchase of the Property;

2. All acts by County officials and staff taken prior to the date of this Resolution and consistent with the delegation of authority set forth in Paragraph 1 and Resolution No. 2022-22 are hereby ratified as if fully approved and authorized by the Board of County Commissioners on the date such act(s) occurred.

3. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

4. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incidental third-party beneficiaries.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this ____ day of _____, 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:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Service Agreement; BUILD Tank Inc.; 4

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BUILDTank, Inc. and Gunnison County

Term Begins: 4/15/2024

Term Ends:

Grant Contract #:

Summary:

BUILDTank, Inc. will provide code training to our community as described in the Colorado Energy Office grant GVBCC 24-3079

Fiscal Impact:

Submitted by: Crystal Lambert

Submitter's Email Address: clambert@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/27/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/28/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the ___ day of April, 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 Robby Schwarz, BUILD Tank, Inc., whose address is 4456 Beach Ct, Denver, CO 80211 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding Energy Efficiency Code trainings related to the recently adopted 2021 edition of the International Energy Conservation Code (“Services”).

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.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2024, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its strategic goal to reduce energy use impacts and lower greenhouse gas emissions by 50% from 2005 levels, thereby improving air quality and addressing climate change, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed ten-thousand and No/100 U. S. Dollars (\$10,000). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. INSURANCE.

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

- a. Because Contractor represents and warrants that he is a sole proprietor and has no employees, Worker's Compensation Insurance shall not be required 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).

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is 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.

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

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

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

8. [SOLE SOURCE CONTRACTS. [ONLY USE ON CONTRACTS \$100,000 or more.]]

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of \$100,000, then the following provisions apply:

- a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself , any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.
- b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.
- c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.
- d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. DISCRIMINATION.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be 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.

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

- d. **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its

discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon 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.

15. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property (collectively, "IP") generated as a result of the Services shall remain the sole and exclusive property of Contractor, except that Contractor, for the consideration contained in this Agreement, hereby grants a non-revocable, non-assignable, and non-transferable license to the County for distribution and use of the IP for official County purposes only. Contractor shall refrain from reference to the County with regard to any use of the IP outside of the scope of work set forth in this Agreement. .

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by 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.

21. NOTICES.

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

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

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

Contractor: Robby Schwarz, BUILDTank, Inc.
4456 Beach Ct.
Denver, CO 80211

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which 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.

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

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

24. ENTIRE AGREEMENT.

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

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a

subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

25. RECORDS.

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.

26. PUBLIC RECORD.

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

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Off-Airport Ground Transportation Agreement; Star

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Star Peak Services Ltd.

Term Begins: April 1, 2024

Term Ends:

Grant Contract #:

Summary:

New ground transportation agreement with Star Peak Services to operate a service to transport passenger to or from the Gunnison Airport. Operator must pay annual vehicle fees and 10% gross sales generated. Initial term is one year with the option to renew for two additional one-year terms.

Fiscal Impact: Airport receives 10% of gross sales and vehicle fees from operator

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/27/2024

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/29/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/29/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/2/2024

OFF-AIRPORT GROUND TRANSPORTATION AGREEMENT
Gunnison Crested Butte Regional Airport

THIS GROUND TRANSPORTATION AGREEMENT, made as of 3/18/24, 2024, between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO (hereinafter "County"), and **Star Peak Services Ltd** (hereinafter "Operator") witnesses:

WHEREAS:

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

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

1. DEFINITIONS

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

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

2. USE OF AIRPORT FACILITIES

- 2.1 Grant of Non-Exclusive Use. Subject to the terms, limitations and conditions of, and to the extent Operator is authorized by the Agreement to operate Commercial Vehicles at the Airport, Operator is granted the non-exclusive use in common with others similarly authorized, of the loading, unloading and parking areas as directed by the Airport Manager.
- 2.2 Limitation on Use.
- a. Operator's use of the Airport authorized and granted herein shall be limited to the operation of a ground transportation commercial operation for the carriage of persons or property.
 - b. The Operator's use of the Airport or any portion thereof, including any exclusive use spaces, may be temporarily restricted by the Airport Manager to the extent the Manager deems necessary to protect or enhance public health or safety, in the event of emergency or as necessary for security.

3. OBLIGATIONS OF OPERATOR

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

4. FEES, PERCENTAGE of GROSS and REPORTING

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

- a. **Annual Permit Fees**

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

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

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

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

- b. **Percentage Gross Revenue**

- Further, Operator shall pay the County **10% (ten percent)** of Operator's gross sales derived from the aggregate gross selling price of all goods and services and receipts of all ground transportation transactions, at, to, from, within or from any part of the

Airport facility to include any Fixed Base Operator (FBO) Service operated at the Airport, in monthly installments on or before the last day of each month for the previous month. The gross sales fee shall be for each individual Airport Ground Transportation fare or service.

- 4.2 A signed report must accompany payments which will include the month and dollar amount derived from Airport generated business. The report must break out and differentiate revenues received from both airport airline passenger business and revenues received from business generated at the FBO.
- 4.3 If the Permit Holder has not conducted business during any given period, a signed report stating such is still due.
- 4.4 All payments to be made will be considered delinquent if not received by the last day of the month in which the payment became due. In addition to such delinquent payment, a late charge of **\$200.00 (two hundred)** will be assessed on the delinquent payments and interest will accrue on the delinquent payment at a rate of **18% (eighteen percent)** per month on all delinquent balances.
- 4.5 In place of the fees described in paragraph 4.1, a. and b., Operator may pay for a single permit according to the following rate schedule:

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

5. TERM

- 5.1 Subject to earlier suspension or termination as hereinafter provided, the term of this Lease shall be a one (1) year period commencing **April 1st 2024, and ending March 31st, 2025** (the "Initial Term").
- 5.2 The term of this Lease may be renewed at the request of the operator and at the sole discretion of the County for up to two (2) additional terms of one (1) year each. The first additional term commencing **April 1st 2025, and ending March 31st, 2026**, and the second additional term commencing **April 1st 2026, and ending March 31st, 2027** and upon the same terms and conditions as the Initial Term (except as otherwise provided herein).

6. Insurance.

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

Comprehensive General (Public) Liability (other than automobile)	\$1,195,000 combined single limit for bodily injury and property damage
Automobile Bodily Injury	\$2,000,000 per individual
Automobile Property Damage Liability	\$1,195,000 per occurrence
Workers Comprehensive Liability	As required by the State of Colorado

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

7. Indemnification of County.

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

8. Parking and Operation of Vehicles.

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

- 8.1 Any operator who is awarded exclusive use of parking space at the sole discretion of the Airport Manager shall utilize such space for loading prior to utilizing non-exclusive spaces.
- 8.2 Operator shall not park Commercial Vehicles at the Airport overnight, unless specifically authorized by prior agreement with the Airport Manager.
- 8.3 Operator shall load and unload passengers and property and shall park Commercial Vehicles only in areas designated for Commercial Vehicle and Operator's use.

- 8.4 Operator shall adhere to traffic laws, posted signs and pavement markings.
- 8.5 Commercial Vehicles shall not be left unattended in loading and unloading spaces except as may be necessary to assist a passenger with baggage, or locate an incoming passenger with reservations in the area designated by the Airport Manager. If a vehicle is to be left unattended for longer than 30 minutes, it may be removed by the County to a holding area.
- 8.6 Operator shall not operate any Commercial Vehicle to, at, or from the Airport which is unsafe or which fails to meet safety standards applicable to such vehicle.
- 8.7 Operator shall at all times obey the lawful instructions of the Airport Manager with respect to the loading, unloading, parking and operation of Commercial Vehicles upon the Airport, and the conduct of Employees at the Airport.

9. PROVISION OF AUDIT AND INFORMATION.

- 9.1 Operator shall monthly provide the Airport Manager with information on the number, destination, and/or origin of passengers transported to and from the Airport, on forms established by the Airport Manager, no later than the 10th day of the month following the month in which service to or from the Airport has been provided. Statement shall be signed and certified as correct by an official of the Operator authorized to so certify.
- 9.2 Operator shall submit to the Airport Manager, upon request, copies of current, city, county, state or other permits or licenses pertaining to transportation of passengers and/or freight.
- 9.3 Annually, within thirty (30) days after the end of every operations year, at the expiration of the Operator's term and upon assignment of Operator's rights hereunder, Operator shall file a statement of gross revenues or gross receipts reportable under this Agreement, which report shall be prepared, signed and certified as correct by a corporate officer of Operator.
- 9.4 Operator shall maintain full and accurate books of account and records from which "gross revenue" and "gross receipts," as defined herein, the amount and nature of all business transacted on or through the Airport and the amount of percentage rental owed the County hereunder, particularly as it relates to all revenues or receipts attributable to Operator's business conducted at the Gunnison County Airport, can be determined and verified, according to standard and accepted accounting and auditing practices. The books of account and records that Operator must maintain must include, but need not be limited to, legible, true and accurate copies of all written and electronic records and reports kept in the

normal course of Operator's business including, without limitation, all motor vehicle rental contracts, sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips, annual federal income tax returns, state sales tax returns and all Airport-related revenue reports submitted by Operator to its franchisor. These books and records shall be maintained on a current basis and shall be stored at LICENSEE'S principal location for a period of at least thirty-six (36) months from the end of each monthly period, or for such longer period of time as County reasonably may direct in writing.

- 9.5 The County reserves the right to conduct audits of Operator's books of account and records, which audits may be conducted upon reasonable notice to Operator and during Operator's normal weekday business hours. In performing said audits, County shall be entitled to review, and Operator shall be obligated to provide the County, all of the books of account and records that Operator obligated to maintain pursuant hereto, as well as other documents and files in Operator's possession, custody or control at the time County advises Operator of its desire to audit Operator's records, that the County, or its auditor, believe, in their sole discretion, are useful, relevant or necessary to determine or verify the correct amount of gross revenues enjoyed by Operator, and the correct amount of percentage rental owed by Operator to the County, for the period involved. Should Operator fail to maintain the books of account and records required to be maintained pursuant hereto, or should Operator fail to permit County or its auditor to review Operator's books and records, and other documents and files, as required by this subparagraph, said default is agreed by the parties to be a material breach of this Agreement and Operator agrees to pay, as liquidated damages for such breach, an additional amount equal to fifty (50%) percent of the verifiable costs, fees and charges due from Operator hereunder for the period in question. If any audit shows percentage rentals and other charges that should have been paid to the County by the Operator pursuant to this Agreement were understated or underpaid for any period involved, Operator shall, within thirty (30) days notice of any such deficiency, pay to the County the full amount underpaid, plus eighteen percent (18%) interest, on such underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds exactly one (1.0%) percent of the total annual percentage rental that was owed by Operator to the County for the audit period involved, Operator, in addition to paying the County the underpayment owed and interest accrued thereon, shall within thirty (30) days' notice reimburse the County for the cost of the audit not to exceed Fifteen Hundred Dollars (\$1,500.00). If the audit discloses overpayment of the percentage rentals paid to the County by Operator, the County shall refund the amount of overpayment to Operator within thirty (30) days of said audit. The County shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce the County's rights under this Agreement.

except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.

10. Rate Cards.

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

11. Conduct and Qualification of Employees.

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

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

- a. The Employee/Operator will not be allowed in the building earlier than 30 minutes prior to the current scheduled flight arrival of the person or group reservation being met.
- b. The Employee will carry a sign meeting the specific size requirements of no larger than 12 inches by 18 inches and will contain only the name of the individual or group being met.
- c. The Employee will stand in an area designated by Airport Management until making contact with the pre-arranged reservation. At no time shall the Employee roam the Terminal building, display, or stand in an area other than that designated by Airport Management for meeting pre-arranged reservations.
- d. Upon contacting the reserved party or individual, the operator will immediately guide that party outside to their waiting transportation.
- e. If the Employee is petitioned for service by others, they must be directed to either the Telephone Reservation Board, or to the On-airport transport service provider counter.
- f. The operator is expressly forbidden from engaging in any form of solicitation with individuals or groups other than the pre-arranged reservation.

- g. Employees may under no circumstances provide service to anyone other than a pre-arranged reservation. They cannot be accommodated by the operator's representative in the Terminal building meeting a previous pre-arranged reservation.
- 11.3 Only Employees who are properly licensed and qualified with respect to the Commercial Vehicle operated shall be permitted by Operator to operate such vehicle upon the Airport.
- 11.4 Employees shall at all times have a neat, clean and modest appearance. Clothing shall include shoes and shirts and may bear reasonable insignia indicating affiliation with Operator. Personnel must demonstrate professional and courteous conduct at all times while on the Airport.
- 11.5 Employees may meet reservations at baggage pickup area, and may display a sign (per section 10.2) with the passenger(s) or group name, but may not loiter in the terminal after making contact. Employees will not be allowed in the baggage area prior to passenger(s) scheduled arrival.
- 11.6 At the discretion of Airport Management, Operator violating the above rules and regulations will be prohibited from conducting further business at Gunnison-Crested Butte Regional Airport for a period of 30 days. Second time or habitual violators may be permanently barred from conducting business at the Gunnison-Crested Butte Regional Airport.
- 11.7 Operator shall ensure that all Employees attend orientation sessions, which the Manager may schedule from time to time.
- 11.8 Operator shall at all times obey the lawful instructions of the Manager with respect to the loading, unloading, parking and operation of Commercial Vehicles upon the Airport, and the conduct of Employees at the Airport.
- 11.9 Any violation or complaint of an Operator's employee will be forwarded to the respective person noted below.

12. Registration of Commercial Vehicles.

- 12.1 Operator agrees to register with the Airport Manager each Commercial Vehicle it utilizes in providing service at the Airport, and not to use any unregistered vehicle to provide such service. The Commercial Vehicles listed on the Registration Sheet annexed hereto as Exhibit 1 are hereby registered.

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

- (1) **Rocky Rides LTD**

13. TERMINATION, SURRENDER AND DAMAGES

13.1 Termination by Operator.

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

13.2 Termination or Suspension by County.

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

- c. Notwithstanding the provisions of paragraph 13.1 above, if Operator fails to observe its obligations under **3. OBLIGATIONS OF OPERATOR** of this Agreement or any predecessor Agreement between the parties, the County, through the Airport Manager may:
- I. Issue written warnings to the Operator;
 - II. Suspend, by written order, the Operator's authority under this Agreement to operate to, from and upon the Airport for any period of up to 30 days for each such violation, or;
 - III. Suspend, by written order, an Employee's authority to operate a commercial vehicle to, from and upon the Airport for any period of up to 30 days for each such violation, or;
 - IV. Terminate by written order, the Operator's authority under this agreement to operate from and upon the Airport for multiple violations within the same calendar year, which year is agreed to be April 1st through March 31st.

13.3 Delayed Termination or Suspension.

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

14. ASSIGNMENT

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

15. OTHER AGREEMENTS

- 7.1 Airport Rules and Regulations. Operator agrees to observe and obey rules and regulations that may be adopted by Gunnison County from time to time respecting use of the Airport.
- 15.2 Agreement Subordinate. This Ground Transportation Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the County, State of Colorado and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport.
- 15.3 Non-Discrimination. The Operator, in operations at and use of the Airport, shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law. The Operator shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.
- 15.4 County reserves the right to grant leases, licenses, uses, permits or rights including but not limited to additional ground transportation agreements to other parties to operate on the Airport.
- 15.5 The County reserves the right to direct, in its reasonable discretion, Operator's operations in the event that Licensee's operations are unreasonably interfering with the use by others of the Airport; e.g., to restrict the use of "public" areas of the terminal and public-access curbs, sidewalks and roadways in favor of the traveling public.
- 15.6 County reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, and/or terminal including existing vehicle and pedestrian traffic patterns, as County deems appropriate, without interference or hindrance by the Operator, and County shall have no liability hereunder to Operator by reason of any interruption to Operator's operations on the Premises occasioned by such County activities.
- 15.7 Uncontrollable Circumstances. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of these terms, covenants or conditions of this Agreement, due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstances for which such party is not responsible or which it is not in its power to control.

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

16. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

16.8 Effect of Agreement. All covenants, conditions and provisions in this Agreement shall extend to and bind the successors of the parties hereto, the assigns of County and to the permitted assigns of Operator.

- 16.9 Notices. Notices provided for herein shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.
- 16.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this agreement shall be in the state district court governing Gunnison, Colorado.
- 16.11 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.
- 16.12 Modification of Agreement. This Agreement may not be altered, modified or changed in any manner whatsoever except by writing signed by all parties hereto.

17. IMMIGRATION COMPLIANCE CERTIFICATION.

- 17.1 Contractor certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this contract. Contractor further certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this contract. Finally, Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program (operated by the Department of Homeland Security

20. NOTICES

- 20.1 All notices or other written correspondence desired or required to be sent pursuant to this Lease shall be sent by to the respective parties as follows:

If to County: Airport Manager
 Gunnison Crested Butte Regional Airport
 519 W. Rio Grande
 Gunnison, CO 81230

If to the Operator: Rocky Rides LTD.
 Jordan Anderson
 P O Box 3182
 Crested Butte, CO 81224

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

BY

Jonathan Houck, Chairperson

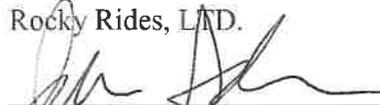
Elizabeth Smith, Commissioner

Laura Puckett Daniels, Commissioner

Attest:

OPERATOR
Rocky Rides, LTD.

BY



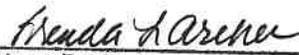
Jordan Anderson, Owner

Attest:

STATE OF COLORADO
COUNTY OF GUNNISON

The foregoing instrument was acknowledged before me this 18 day of March, 2024 by Jordan Anderson

Witness my hand and official seal
My commission expires 7/29/2026



Notary Public



EXHIBIT A

Pursuant to paragraph 4.1 of this agreement the following vehicle(s) will be utilized by **Star Peak Services Ltd.** for airport pick up and drop off services:

Year	Make	Model	VIN #	License Plate
<u>'14</u>	<u>Ford</u>	<u>Expedition</u>	<u>1FMSK1J55E8F43347</u>	<u>APB-W76</u>
<u>'15</u>	<u>Ford</u>	<u>Expedition</u>	<u>1FMSK1J5T4F8F11683</u>	<u>CXW-P48</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

EXHIBIT B

Airport Minimum Standards

EXHIBIT C

Airport Rules and Regulations

From: [Stephanie Petsch](#)
To: [Holly Perry](#)
Subject: FW: Revised Agreement Insurance Requirements
Date: Friday, March 29, 2024 10:09:55 AM

From: Star Peak Services <starpeakservices@gmail.com>
Sent: Wednesday, March 27, 2024 3:37 PM
To: Stephanie Petsch <SPetsch@gunnisoncounty.org>
Subject: Re: Revised Agreement Insurance Requirements

[EXTERNAL SENDER - USE CAUTION]

Yes, I agree, you can swap the pages.

Thank you,
Jordan

On Wed, Mar 27, 2024, 12:33 PM Stephanie Petsch <SPetsch@gunnisoncounty.org> wrote:

Hi Jordan,

We've had to make a few changes to the new operating agreement we originally sent you per our County Attorney. The changes that were made were to paragraph 6. Insurance Requirements and to paragraph 15.2. If you agree to these changes, please let us know and we can swap out those pages so that you don't have to sign another contract. Please let us know if you have any questions.

Thanks,
Stephanie

Stephanie K Petsch
Gunnison Crested Butte Regional Airport
Assistant to the Airport Manager
519 Rio Grande Ave
Gunnison, CO 81230
Office: 970.642.7385 Fax: 970.641.8559
Cell: 651.303.6729

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Election Coordinated with Gunnison County Clerk; N

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached.

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: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: CM Report

Agenda Date: 4/2/2024



March 15th, 2024

Dear Gunnison County Taxing Entity,

Many jurisdictions will be conducting an Election on November 5th, 2024. TABOR required many of these elections to be coordinated with the Gunnison County Clerk.

If the entity you represent is considering an election for the November 5th, 2024 timeframe and plan on coordinating with the Gunnison County Clerk, please complete the following information and return it to our office in the enclosed self-addressed envelope by April 15th, 2024. If you have questions or concerns, please contact the Gunnison County Elections office at (970) 641-7927, or email Kathy Simillion (Clerk) (ksimillion@gunnisoncounty.org) or Michael Metcalf (Elections Director) (mmetcalf@gunnisoncounty.org).

Political Subdivision Name: _____

Will you be coordinating with the Gunnison County Clerk for the November 5 th , 2024 General Election? (circle one)	YES	NO
--	-----	----

What type of Election(s) will you be coordinating? (circle answers)

Candidate Election:	YES	NO
Referred Ballot Issue:	YES	NO

Provide/Update Contact Information for your Jurisdiction

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

Thank you.

Kathy Simillion
Gunnison County Clerk



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PUBLIC BUILDING ELECTRIFICATION GRANT PROGRAM

Implementation Only Grant Application Form

Grant Program Overview

The Public Building Electrification Grant (PBEG) Program was created by HB 22-1362¹, to promote greenhouse gas emissions (GHGs) reductions from public buildings in the State of Colorado (State). Emissions from heating buildings are one of the five major sources of greenhouse gas pollution in the State, according to the State's [Greenhouse Gas Pollution Reduction Roadmap](#). Furthermore, public buildings tend to be older buildings whose systems have high energy needs and high energy costs. Energy upgrades to public buildings often remain cost-prohibitive and are a lower priority than the execution of public services. In recognition of these challenges, the PBEG Program was designed to support public buildings in need of financial and technical assistance to transition fossil fuel powered HVAC systems, water heating systems, or fossil fuel-powered appliances to highly efficient electric equipment and appliances.

Projects that support electrification and energy efficiency projects for public buildings in Disproportionately Impacted, Low-Income, and/or Just Transition (DI / LI / JT) communities are highly encouraged. 30% of total grant funding is reserved for projects in DI / LI / JT communities.

Program Goals

The objectives of the PBEG Program are to:

1. Scale up beneficial electrification in projects across Colorado, specifically in DI / LI / JT communities.
2. Reduce energy consumption in public buildings in Colorado.
3. Reduce harmful indoor air pollution and greenhouse gas emissions associated with burning natural gas and other fossil fuels that disproportionately impact low-income communities.
4. Reduce energy burden for public entities, with the intent of saving money spent on energy bills and reallocating those to other public services.
5. Support State-wide adoption of Colorado's updated Energy Code.
6. Spur electrification market transformation and technology advancement to accelerate the deployment of net-zero buildings.

¹ [House Bill \(HB\) 22-1362](#), the Building Greenhouse Gas Emissions Act, directed the Colorado Energy Office (CEO) to create a grant program that supports the electrification of public buildings called the Public Building Electrification Grant (PBEG) program. The development of the Grant Program is outlined in Section 24-38.5-405 of the House Bill.



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Preparing your Implementation Only Grant Application

BEFORE YOU BEGIN: Please read through the PBEG Program Guidelines and Resource pages to understand the program objectives, eligibility, and requirements. To complete your application, please DOWNLOAD OR MAKE A COPY of this Google Doc and fill out all applicable fields.

To identify your community as a DI / JT / LI community for this grant funding opportunity, please:

1. Follow the guidance in the Community Identification Resource;
2. Prepare all documentation described in the resource; and
3. Provide the documentation outlined in Section 2 Community Information.

Note: A community is considered eligible for the DI / JT / LI allotment if they qualify for one or more of the community identifiers.

Implementation Only Grant Application Overview

The purpose of the grant application is to provide the Review Committee with an understanding of the applicant's proposed project, the project's commitment to full equipment electrification, any demonstrated need for funding support, and preparedness to implement the proposed project.

To submit your application and documentation, **DOWNLOAD OR MAKE A COPY of this Google Doc, fill out all applicable fields, DOWNLOAD OR MAKE A COPY of this Google Doc, fill out all applicable fields,** then follow submission instructions on the [Colorado Energy Office's PBEG Grant Webpage](#). The applicant should review these guidelines in full prior to completing an application.



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Please **DOWNLOAD OR MAKE A COPY** of this Google Doc and fill out all applicable fields.

1. Contact Information and Project Summary

Project Title: Whetstone Workforce Housing

Applicant Organization/Entity: Gunnison County

Organization Type:

- | | |
|---|---|
| <input type="checkbox"/> State agency | <input type="checkbox"/> School district |
| <input checked="" type="checkbox"/> <u>Local government</u> | <input type="checkbox"/> Tribal government |
| <input type="checkbox"/> Institution of higher education | <input type="checkbox"/> Other, please specify |
| <input type="checkbox"/> Special district | |

Lead Applicant Name/Title: John Cattles / Assistant County Manager

Lead Applicant Email Address: jcattles@gunnisoncounty.org

Lead Applicant Phone Number: 970-641-8562

Lead Organization Mailing Address: 200 E. Virginia Ave., Gunnison, CO 81230

Total Funding Amount Requested: \$500,000 (if the max. request is higher than \$500k we would ask for more)

Estimated Total Project Cost: \$6,703,105

Project Timeline (anticipated start and end dates, any potential reason for delay):

The project will break ground in the spring of 2025. Geothermal drilling is expected to begin late summer or fall of 2024 and will continue in phases through the fall of 2025. Vertical construction of units will begin in the summer of 2025 with the first homes ready for occupancy by the fall of 2026 and the final units by early 2027. Delays could be caused by macro-economic factors affecting the ability for the project to be funded with a cost of debt that can be supported by the income restrictions for the tenants of the project. The project also could be delayed due to unforeseen constraints in construction labor and equipment procurement as was experienced in recent years with supply chain challenges. However, given current conditions no delays are anticipated; construction financing and proforma estimates are based on current interest rates with a margin for small changes in interest rates (+50 basis points), current lead times for supplies and equipment are acceptable to meet deadlines and maintain construction schedules, finally construction labor will be a challenge but options for supplementing local labor and trades are being developed.



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Brief Project Description (750 words):

The project is a 255-unit workforce housing project that is 1 ½ miles south of Crested Butte in Gunnison County. It will be owned and operated by the County in perpetuity through the County Housing Authority and in partnership with Servitas as the operations manager. The project will be at least 70% income restricted and the project goal is to achieve 100% workforce affordability at area median income (AMI) between 80% and 170% AMI. Gunnison County plans to issue debt to fund the project and will continue to own and operate the project in perpetuity. The County is seeking grant funding to reduce amount that must be financed to build the project, any reduction in financing will result in lower annual payments on debt and lower average rents for residents. Funding for energy efficiency and electrification will not only reduce first costs and allow the County to offer lower rents, it will also result in lower operations and utility costs which will directly benefit residents. Current projected rents are higher than targeted, additional grant funding from the PBEG grant to lower first costs to the development and lower ongoing utility costs to residents will result in lower total costs of housing for residents for the long term. Additionally, high performance electrification of the buildings will result in improved air quality for residents with no combustion fuel used on-site to heat buildings. Poor air quality in sub-standard housing is shown to increase health risks.

Many County residents that will be served by this project currently live in sub-standard, poorly maintained, and aging homes that have higher risk of negatively affecting health of residents. The current housing crisis has resulted in a vacancy rate that is virtually zero, which means landlords have little incentive to maintain or improve units because nearly any vacancy for a rental, no matter how poor the quality, will be filled. These economic conditions have persisted in Gunnison County for decades and have reached a crisis level over the past several years. The County's planned project at Whetstone is intended to add a significant number of high quality, attainable, rental units to support the local workforce and economy.

The project will consist of a mix of townhomes, walk-up flats, and apartments serving a mix of incomes and household types. The project will be 100% high efficiency electric, no natural gas will be extended into the site. Buildings will be built to meet the Department of Energy Zero Energy Ready Home standards. The site is in one of the coldest regions of Colorado making ground source heat pump systems an ideal HVAC solution as temperatures regularly reach below -20 F and snow accumulation is often deep, making the use of air source heat pumps difficult, especially on a constrained site where snow storage may conflict with the placement of outdoor mounted air source heat pumps. Thermal conductivity tests have been completed at the site to a depth of 500', conductivity is above average which means less wells will be required to be drilled, lowering costs. Plans include using desuperheaters on the heat pumps to pre-heat domestic hot water, which essentially utilizes waste heat beneficially. Each unit will have a heat pump which will be connected to a common water loop and ground loop system serving



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each building. Pumping systems will be redundant. This strategy will create a resilient HVAC system with no single point of failure that could threaten the building. All appliances will be electric including the ranges, induction ranges will be installed. The County has had recent positive experience with induction ranges in a smaller rental project. The ranges have been a success after working through some initial issues with finding appropriate cookware and educating residents.

The GSHP system will be extremely efficient with a targeted average operating COP of 4.2 which means that for every 1 watt of power purchased by the tenant they receive up to 4.2 watts of heat energy. This efficiency will benefit the residents with low utility bills while maintaining high quality HVAC outcomes. Low utility costs have a direct effect on affordability; home affordability is defined as the total cost of the home including rent or mortgage and utilities combined. Air quality will be maintained utilizing heat recovery ventilators. Buildings will utilize a mix of central ventilation and unit based balanced ventilation systems depending on the building type. All outside air will be filtered and return air will be continuously filtered with minimum MERV-8 filters which will result in very low particulate matter in the air and, with constant ventilation, low CO₂ levels.



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2. Community Information

Description of Community Location:

County: Gunnison

City/Town: unincorporated Gunnison County

Community Population: 17,273

Disproportionately Impacted, Just Transition, and/or Low Income Communities

Are you self-identifying your community as a Disproportionately Impacted, Just Transition, or Low-Income (DI/JT/LI) Community?

Yes

No

If yes, do you anticipate needing assistance with project management or administration of the grant if awarded? *Note: DI / JT / LI communities qualify for free technical and administrative assistance if the grant is awarded.*

Yes

No

[UPLOAD] If you are self-identifying your community as DI/JT/LI (checked “yes”) please provide the documentation requested in the Community Identification resource, in this section, to demonstrate applicability with the DI / JT / LI requirements.

Project Narrative. Please keep answers to a 500 word limit for each question.



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1. Please describe why grant funds are necessary for your community/organization/entity and if the project would be able to move forward without the grant funding.

The cost to finance Whetstone must be covered by rents, there will not be any ongoing funding or subsidy to the project. So, any grants or subsidies that lower the net cost to the County that will be financed will result in lower rents. Without PBEG grant funds the project will have to maintain more units at higher rents to raise sufficient revenue to pay the annual debt service. High rent units may be out of reach for workers who the project is intended to serve. The project proforma is not viable without additional grant funds. The current proforma anticipates \$3,500,000 in additional grant funding to maintain an average rent attainable at 125% AMI. The County has an additional goal to reduce the average rent to 100% AMI, which by definition, would mean rents would match the average income of households in the area. Achieving this will require additional subsidy or grants. The County is searching for and applying for funding from all available grant and tax rebate opportunities available. In order for the project to be successful and meet the needs of community members by overburdening them with rent this funding is necessary.

2. In general, how will this project benefit your community? Please include all associated co-benefits on this project.

The economy in Gunnison County is struggling under the increasing impact of the lack of attainable housing for the workforce. Nearly every sector of the economy has reported in recent surveys that the lack of employees and housing for employees has affected their business. The housing crisis is showing up in vacant store fronts in Crested Butte and Gunnison, businesses closing during busy tourism seasons due to lack of staffing. Impacts range across industries from service to health care and everything in between. The economy is struggling despite sales tax showing continued growth; the Gunnison Valley is geographically isolated and cannot pull labor from adjacent areas so businesses are struggling to meet increased demand with a shrinking workforce. Even building more housing to house workers has been challenged by the lack of workers; a recent housing project was delayed by months because the only remaining concrete company was down to only two drivers to serve the entire County so deliveries were rationed until they could bring in more drivers. Whetstone will provide housing for 255 households and an estimated 350-450 workers to support the local economy. Housing is critical to the basic function of an economy—without adequate housing our economy cannot sustainably function or benefit those most in need. With increased housing our service industries (plumbers, electricians) can be located locally, our teachers, school bus drivers and lunch room staff can live here and support youth education. Housing is the primary critical factor in a functional economy where all residents and industries have the opportunity to thrive.



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The impact of providing housing near the major job generator of the Crested Butte area on households and individual's lives will be substantial. Parents will get up to an hour and half a day back in their day from a reduced commute that will benefit families. Currently people who live in Gunnison and work in Crested Butte and have children in school may struggle to make it to after school events or sports and may have to arrange for transportation for children because they are not available to participate in events that take place during working hours when they are working 30-45 minutes away. Living near their jobs will allow families to enroll children in schools in the communities where they live and work, benefiting families. Additionally, when people have more free time in their days because their commute is reduced, they often participate more in the community whether it be through volunteer activities, civic engagement, or recreational pursuits. The project is designed in such a way that it will be affordable for residents and also be a place that can be proud to live and feel connected to their neighbors and greater community. We know that community connection and feelings of neighborliness improve mental health outcomes for individuals.

3. Are you working to achieve any sustainability goals or to implement strategies from other community plans (such as a comprehensive plan, etc)?

The development of housing near jobs will reduce vehicle miles traveled, greenhouse gas emissions and overall climate impacts. The Gunnison Board of County Commissioners has included goals in their [strategic plan](#) to “reduce energy use impacts and lower greenhouse gas emissions by 50% from 2005 levels...” This goal and project aligns with State goals to reduce emissions, improve energy efficiency, improve highway safety, and create more affordable housing. To ensure the project achieved the greatest impact to lowering vehicle emissions the County is also planning on improving the Brush Creek/ Hwy. 135 intersection to include a pedestrian underpass to connect Whetstone to existing bus stops along the highway and a multi-modal trail to Town. These features are intended to make alternative modes of transportation convenient and efficient. There is an existing bus service that features free connections between Gunnison and Crested Butte with a stop directly adjacent to the Whetstone site.

Required Uploads

- DI/JT/LI documentation, if applicable.



3. Building Information

[UPLOAD] Please fill out the spreadsheet titled “Building Information Spreadsheet” with the following information for the proposed project:

- Property Street Address
- Utility companies serving the building for natural gas and electricity.
- Description of the current facility:
 - Uses / Occupancy Type
 - Age of Building
 - Building square footage
 - Fuel Types Used
 - HVAC System - Space Heating
 - HVAC System - Domestic Water Heating
 - Other Applicable Gas-Fueled Appliance(s)
 - Note any retrofits or equipment upgrades within the last 10 years, if known or applicable.
- Description of the all electric systems that will be installed with the grant funding.
 - Note if electric service upgrades will be needed for the building to complete the project.
 - Electric panel upgrade.
 - Electric utility service upgrade.

[UPLOAD] Provide 12 Months of Energy Bills. Provide bills from Gas, Propane, Electricity, or other energy source providers. This can be in spreadsheet form or you may submit PDFs of the energy bills. Ensure all uploaded documents are clearly titled.

[UPLOAD] Natural Gas and Electric Rates: Gas and electric rate documentation (if not included in the 12 months of Energy Bills submitted).

[UPLOAD] All-Electric Systems Information: Please fill out the tab in the “Building Information Spreadsheet” titled “All-Electric Systems Information Spreadsheet” to provide information on the all-electric systems you are installing for the project.

Required Uploads

- Building Information Spreadsheet.
- 12 months of Energy Bills (electric, natural gas, propane, stationary diesel, etc).
- Gas and Electric Rate Documentation if not included in the 12 months of Energy Bills submitted.



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- All-Electric Systems Information Spreadsheet.



4. Project Details

Electrification Project Scope

[UPLOAD] Provide all energy audits of ASHRAE Level II or equivalent or analysis completed for the project that evaluated the electrification of fossil gas equipment and/or any electric-service and electric-panel upgrades.

We have only considered electric HVAC at this site and will not extend gas service lines to the site so this analysis was not required.

[UPLOAD] Submit documentation that justifies the selected size and type of equipment or installation with the quote. This may include but is not limited to an energy audit, a report from an energy analyst, or a set of Manual J calculations.

Provide a description in narrative form of the full project scope including which electrification measures will be implemented and electric service upgrades needed if applicable. (750 word limit)

The mechanical systems for the residential units will be provided with (1) ground source heat pump, up-flow, closet recessed, with back up electric heat. The basis of design ground source heat pump will be ClimateMaster TZ series with the optional desuperheater included. Each heat pump unit will be located within a dedicated enclosure or closet and provided with an access panel or stamped return grille to allow for servicing. The heat pump will be controlled by a standalone thermostat with heat/cool/auto programs/fan speed control (Lo/Med/High) and Wi-Fi capabilities.

Nominal GSHP Tonnage by unit type:

1BR 600 2 Ton

2BR 900 3 Ton

3BR 1,200 4 Ton

Townhomes/Triplex 1,500 (2) 3 Ton

For mechanical ventilation of the residential units, fresh air shall be ducted to each apartment via ERV serving each unit individually. The ERV is to be located above a closet with an access panel. (2) 6" round ducts will be routed to an exhaust and intake termination point located a minimum of 10'-0" apart at the building exterior.

Energy standards: this will be an all-electric project that is solar-ready with Energy Star appliances, 10% pre-wired for electric car charging, and certified under the current version of



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the Department of Energy's ZERH Zero Energy Ready Homes program, Version 1 Revision 9. As part of the all-electric design, heat pumps will be used for space heating and cooling, as well as for domestic hot water heating. These heat pumps are currently intended to be connected to a ground-source loop in order to maintain efficiency when outdoor temperatures fall below a certain point and air-source heat pumps become less effective.

Domestic hot water is currently planned to be provided with electric resistance water heaters. Heat-pump water heaters were considered but were eliminated because of lack of space to locate the equipment where cold air from the condenser would not cause comfort problems. Please note that desuperheaters were evaluated for this project, where desuperheaters capture heat for domestic hot water directly from the geothermal heat pump. But since this project is in a heating-dominant mode, the additional cost and complexity of plumbing for extra pre-heat water tanks favored a simpler and easier-to-maintain option. The desuperheater approach is more practical in a cooling-dominant mode. Other items of note include compliance with 2021 IECC envelope requirements, and for fresh air energy recovery ventilators (ERV's) are proposed.

Additional Energy Work within Project Scope



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For each facility in the proposed project, please describe if the project will be paired with renewable energy, energy storage, and/or other energy efficiency improvements. If so, please describe those improvements here and attach any relevant documentation. (500 word limit, and/or **UPLOAD**)

The County will build to Electric Ready code standards and intends to install solar on all buildings in the development under a separate finance mechanism after the project has stabilized the lease-up process and has achieved full operating occupancy. The County will need to negotiate with the local electric utility to negotiate term for solar arrays over the current 25kW maximum allowed per meter for several of the buildings on-site that will require larger arrays to meet our renewable energy goals for the site.

Energy Performance Contracting

Are you planning on pairing grant funding with EPC financing?

Yes

No

Implementation Project Team

Who will be involved in the implementation project? List any contractors, facilities managers, building owners, etc. along with relevant certifications and/or licenses (if applicable).

[UPLOAD] You may either fill out the table below or upload a document with your project team's information.

Project Member	Team	Role	Company/ Organization	Certification/ Licenses (if applicable)	(if applicable)
John Cattles		Owner representative	Gunnison County		



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Mechanical contractor not yet selected				
Micheal Passas	Mechanical/ Electrical/ Plumbing engineering	MDP Engineering Group		
Michael Herris	Energy HERS rater	Modeling Group Engineering	14	

Commissioning Plan

Project commissioning is not required but highly encouraged. If you are pursuing commissioning, please provide the following detail.

Name of Certified Commissioning Agent: [Not available at this time](#)

Timeline for Commissioning: At startup

Systems being Commissioned: All

[UPLOAD] Commissioning Plan.

Additional Relevant Information

Note: Projects that do not provide information in this section will not be penalized.

1. Is there any additional information that will assist the Evaluation Committee in understanding the proposed project and need? (500 word limit)

The Whetstone Community Housing development is a project that is set to meet a number of community and State goals:

- Creation of affordable, workforce housing
- Sustainable design
- All electric, Zero Energy Home Ready, compliance with 2021 IECC



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- Multimodal connectivity to community and services through multimodal trails and free bus service
- Reduction in vehicle miles traveled and greenhouse gas emissions through use of ground source heat pumps, all electric service, location of housing close to jobs, multimodal connectivity, and free bus service.
- Improved highway safety through the development of a roundabout and underpass at the entrance to the development.
- Public-private partnerships that demonstrate that these projects are possible, feasible, and sustainable
- If the County can successfully drive down overall project costs we will be able to create a perpetual and sustainable revenue source that can support this affordable housing development and other future affordable housing developments.

This project is an exemplary demonstration of the goals that the County and State are trying to achieve!

2. **[UPLOAD]** Please attach any additional documents that would support your application (i.e., design documents, energy analysis, letters of recommendation, letters of support, etc.) and include a brief description of the documents attached. (500 word limit)

Required Uploads

- Energy Audit or Analysis (ASHRAE Level II or equivalent).
- Size and Type of Electric Systems Justification Report.
- Commissioning Plan, if applicable.
- Project team documentation, if not filling out the provided table.
- Any additional documents that support your application.

5. Project Budget

Project Budget

[UPLOAD] Complete the “Project Budget” Spreadsheet and upload it.



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DI / LI / JT Communities

DI / LI / JT Applicants may have up to 40 hours of administrative time covered under the Implementation Grant. Please provide details on the administrative cost and the number of hours needed. Note, there cannot be double counting between administrative time covered with grant funding and any in-kind support that contributes to the community match.

[UPLOAD] Please attach a quote(s) and all specification sheets for the proposed high-efficiency electric equipment and/or any electric service and electric-panel upgrades necessary for project execution. You must include at least two (2) quotes per service or equipment type, as applicable, and must indicate which vendor was selected to perform the work.

[UPLOAD] Confirmation a project team member has signed up or completed the Electrification Training for the match contribution.

Required Uploads

- Project Budget Form.
- Project Quotes/Estimates.
- Equipment Specification Sheets.
- Confirmation of Electrification Training.



6. Required Uploads for Supporting Documentation

Supporting Uploads and Documentation

Please ensure all the following documents have been attached to your application:

Section 2: DI/JT/LI documentation, if applicable.

Section 3: Building Information Spreadsheet.

Section 3: 12 months of Energy Bills (electric, natural gas, propane, stationary diesel, etc).

Section 3: Gas and Electric Rate Documentation if not included in the 12 months of Energy Bills submitted.

Section 3: All-Electric Systems Information Spreadsheet.

Section 4: Energy Audit or Analysis (ASHRAE Level II or equivalent)

Section 4: Size and Type Justification Analysis if information is not included in the energy audit.

Section 4: Commissioning Plan, if applicable.

Section 4: Any additional documents that support your application.

Section 4: Project team documentation, if not filling out the provided table.

Section 5: Project Budget Form.

Section 5: Project Quotes/Estimates.

Section 5: Equipment Specification Sheets.

Section 5: Confirmation of Electrification Training.



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7. Reporting Plan and Final Documentation - Implementation

Reporting Plan

Briefly describe the plan for grant reporting, including roles, responsibilities, and methods. If you are self-identifying your community as a DI/JT/LI community and plan to use grant funding to cover administrative costs, be sure to include the estimated administrative costs associated with grant reporting in the project budget. (500 word limit)

The County uses a distinct group of general ledger accounts to segregate both revenues and expenditures to each grant received. The County is able to provide reports on expenditures supported by invoices as needed and required. Progress reports from the Contractor and Architect can be provided at intervals as required by CEO. Final commissioning reports will be provided as needed. Finally, we are intending to maintain energy use data and can share ongoing performance and cost metrics if requested.

Upon completion of the project, the following documentation will be required:

1. Final budget sheet including all project expenses and matched income.
2. Legible copies of all sales/invoices showing the purchase price and amount paid by the applicant for the PBEG equipment and installation, the number and type of units purchased, and the coefficient of performance or efficiency rating for all units purchased.
3. Date(s) of installation, installation completion, and when the units were operational.



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4. If available, energy use data/energy bills for each building for the months following the installation of the high-efficiency electric equipment.

To submit documentation, follow submission instructions on the [Colorado Energy Office's PBEG Grant Program webpage](#).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Easement Agreement; City of Gunnison; Recreation C

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This Easement Agreement between the City of Gunnison "Grantor" and the Gunnison Board of County Commissioners "Grantee". The Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement over, across, and underneath the Servient Property as described in Exhibit

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/19/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5 minutes

Agenda Date: 4/2/2024

EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is made as of the ___ day of _____, 2024 (the “Effective Date”) by and between the City of Gunnison, Colorado, a Colorado home-rule municipality (“Grantor”) and the Board of County Commissioners of the County of Gunnison, Colorado (“Grantee”). Each of the foregoing parties is sometimes referred to as a “Party” and collectively as the “Parties.”

1. RECITALS.

1.1 Grantor is the owner of that certain real property located in the City of Gunnison, Colorado more specifically described as Lot 16, THE MEADOWS PHASE 2-R, according to the recorded plat thereof, bearing Reception No. 468719 in the office of the Gunnison County Clerk and Recorder, City of Gunnison, County of Gunnison, State of Colorado (the “Servient Property”).

1.2 Grantee is the owner of that certain real property located in the City of Gunnison, Colorado more specifically described as Lot 8-F, Consolidation Plat of 8-B and 8-C of the Gunnison Center, Phase 1-C, according to the plat thereof, bearing Reception No. 694275 in the office of the Gunnison County Clerk and Recorder, City of Gunnison, County of Gunnison, State of Colorado (the “Benefitted Property”).

1.3 The Benefitted Property is immediately west of the Servient Property and both the Benefitted Property and Servient Property are immediately south of North Colorado Street. Grantee desires to secure an easement across the Servient Property for access and utilities.

1.4 Grantor is willing to grant to Grantee a non-exclusive, perpetual easement over, across, and underneath the Servient Property to provide access from North Colorado Street to the Benefitted Property and from the Benefitted Property to North Colorado Street and for the installation and use of underground utility lines to serve the Benefitted Property, including the right to repair, maintain, and remove the same, all according to the terms and conditions contained herein.

2. **GRANT OF EASEMENT.** In exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement over, across, and underneath the Servient Property at the location legally described in **Exhibit A-1** and depicted in **Exhibit A-2** to provide access from North Colorado Street to the Benefitted Property and from the Benefitted Property to North Colorado Street and for the installation and use of underground utility lines to serve the Benefitted Property, including the right to repair, maintain, and remove the same, all according to the terms and conditions contained herein (the “Easement”).

3. **USE OF EASEMENT.** The Parties agree to the following terms concerning the use of the Easement:

3.1 The Easement is a non-exclusive easement, and Grantor specifically reserves the right of co-use of the land underlying the Easement for any purposes consistent with the grant herein and subject to the terms hereof.

3.2 Grantee shall be solely responsible for all costs associated with paving and otherwise improving the Easement and installing any underground utilities within the Easement.

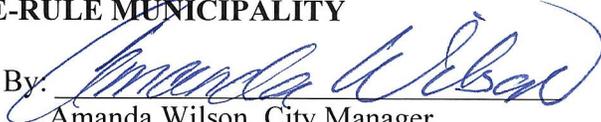
3.3 Grantee shall exercise care and diligence in paving and otherwise improving the Easement and installing any underground utilities and upon completion shall restore the Easement area to its condition prior to such installation.

4. **DURATION.** The Easement shall be perpetual in duration.
5. **APPURTENANT EASEMENT; RUNNING OF BENEFITS AND BURDENS.** The Easement granted herein benefits and shall be appurtenant to the Benefitted Property and encumbers and burdens the Servient Property. All provisions of this Agreement, including all benefits and burdens, shall run with the Benefitted Property and Servient Property, and are binding upon and shall inure to the benefit of the successors and assigns of the Parties.
6. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to confer, and does not confer, any rights or remedies upon any person other than the Parties.
7. **AMENDMENT AND VALIDITY.** No addendum, amendment, change or modification of this Agreement shall be binding between the Parties unless in writing and executed by the Parties hereto.
8. **SEVERABILITY.** If any portion of this Agreement, or amendment to this Agreement, shall be held invalid or contrary to law, such portion shall be severable from this Agreement and the remainder of this Agreement shall remain in full force and effect and shall be valid and enforceable between the Parties.
9. **APPLICABLE LAW.** This Agreement shall be interpreted, construed and governed by the laws of the State of Colorado. Jurisdiction and venue for any action arising out of or relating to this Agreement or the interpretation, enforcement, or determination of the rights and duties of the Parties under this Agreement shall be the District Court of Colorado, in Gunnison County, Colorado. By signing this Agreement, the Parties submit to the personal jurisdiction of the District Court of Gunnison County, Colorado, and waive any and all rights under the laws of any State to object to said jurisdiction or venue.
10. **COUNTERPARTS.** A copy of this Agreement may be executed by each Party, separately, and when each Party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract among the Parties.
11. **RECORDING.** Grantee shall record this Agreement in the real property records of Gunnison County, Colorado.
12. **AUTHORIZATION.** By executing this Agreement, each person signing on behalf of each Party acknowledges and represents to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Party have the legal capacity and have been duly authorized to do so.
13. **EFFECTIVE DATE.** This Agreement is effective as of the Effective Date set forth above.

Executed as of the Effective Date.

GRANTOR:

**CITY OF GUNNISON, A COLORADO
HOME-RULE MUNICIPALITY**

By: 
Amanda Wilson, City Manager

ATTEST:



Laura Buffington, Deputy City Clerk

GRANTEE:

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

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____, Deputy County Clerk

Exhibit A-1

Easement Legal Description

An Easement, situated entirely within Lot 16, The Meadows Phase 2-R, according to the Plat thereof, recorded June 28th, 1996 as Reception Number 468719 in the office of the Gunnison County Clerk and Recorder, also lying for reference in Section 36, Township 50 North, Range 1 West of the New Mexico Principal Meridian, County of Gunnison, State of Colorado, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 16, from whence the Southeast corner of Lot 8-F, Consolidation Plat of 8-B and 8-C of the Gunnison Center, Phase 1-C, according to the plat thereof, recorded November 30th, 2023 as Reception Number 694275 in the office of the Gunnison County Clerk and Recorder, being monumented by a 5/8" rebar and 1.25" Red Plastic Cap stamped PLS 38697 bears S00°12'24"W a distance of 200.00 feet (Basis of Bearings for this description);

Thence S89°28'27"E along the North line of said Lot 16 a distance of 60.00 feet;

Thence S00°11'50"W a distance of 60.00 feet;

Thence N89°28'27"W a distance of 60.00' to a point on the West line of said Lot 16;

Thence N00°12'24"E along the West line of said Lot 16 a distance of 60.00 feet to the POINT OF BEGINNING.

The above described easement contains 3,600 square feet, more or less.

Erik E. Bjornstad
Colorado PLS # 38697
For, and on behalf of SGM



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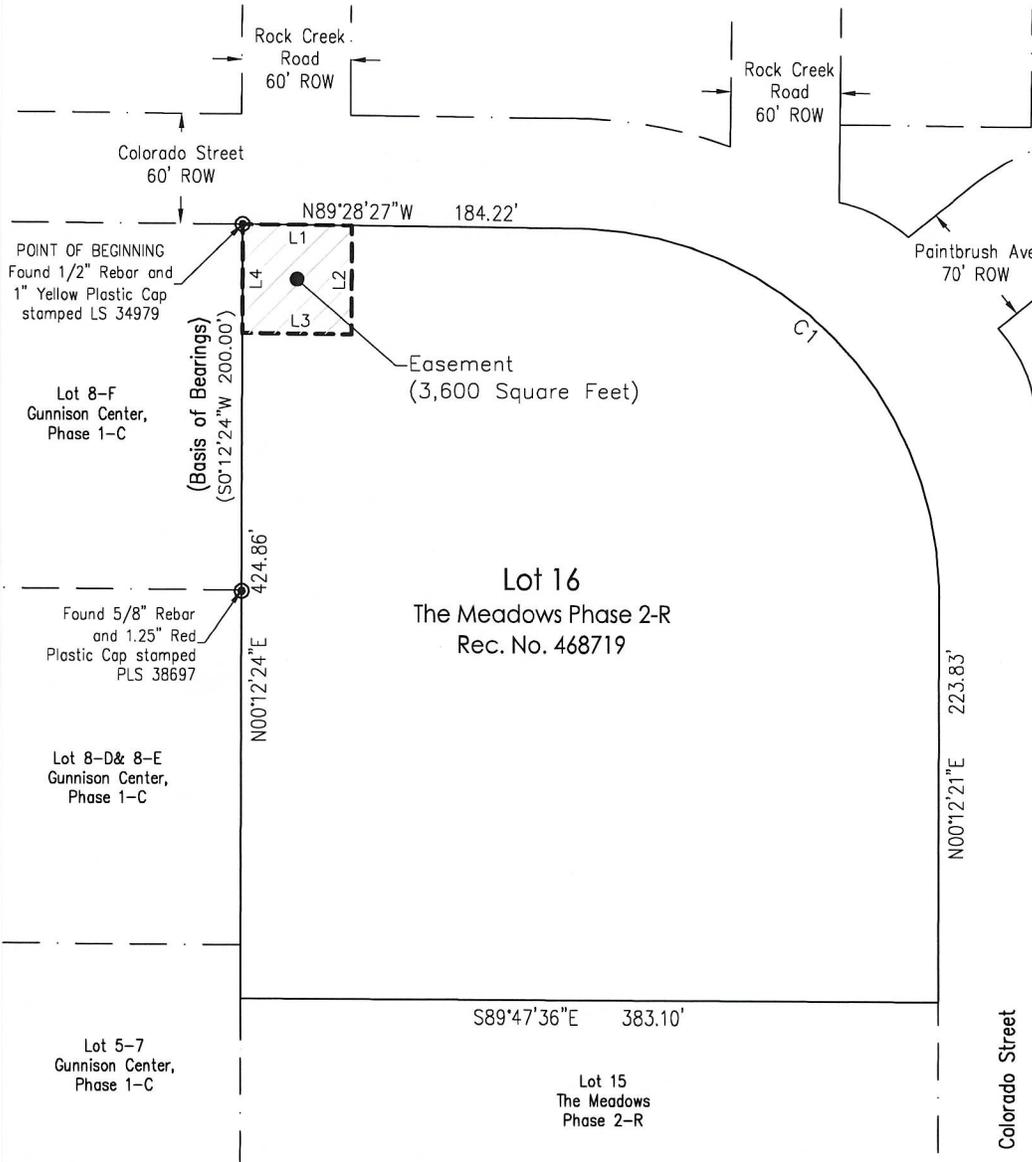
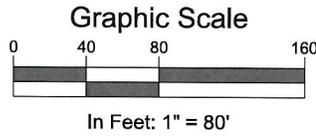
Lot 16
The Meadows Phase 2-R
Gunnison, Colorado

Job No.	2022-449.003
Drawn by:	EB
Date:	12/11/2023
Approved:	..
File:	Lot16B-C_Easement

Easement Legal
Description

Page No.
1
of 2

Exhibit A-2



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°28'27"E	60.00
L2	S00°11'50"W	60.00
L3	N89°28'27"W	60.00
L4	N00°12'24"E	60.00

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	313.05	200.00	89°40'51"	S44°38'04"E	282.05

Note: This Exhibit Map is intended to graphically depict a legal description and is not a Land Survey Plat or a Monumented Land Survey.

I:\2022\2022-449-GunnisonValley\003-Survey\H-Dwg\Surv\Draws\Bases\Maps\Lot8B-C-Easement.dwg

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Amending and Supplementing the Schedu

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

A Resolution Amending and Supplementing the Schedule of Fees for the Shady Island River Park and Repealing and Replacing Resolution No. 2021-18

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/28/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/28/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/2/2024

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

RESOLUTION NO. 24-_____

**A RESOLUTION AMENDING AND SUPPLEMENTING THE SCHEDULE OF FEES
FOR THE SHADY ISLAND RIVER PARK AND REPEALING AND REPLACING
RESOLUTION NO. 2021-18**

WHEREAS, the Gunnison County Board of Commissioners owns and operates the Shady Island River Park;

WHEREAS, the Gunnison County Board of Commissioners is authorized by law, including but not limited to C.R.S. §§ 30-11-102 and 30-11-107, to impose fees on persons who use the Park;

WHEREAS, the Gunnison County Board of County Commissioners has reviewed and discussed in a public meeting the fee schedule and operations at Shady Island River Park;

WHEREAS, the purpose of collecting fees for use of the Shady Island River Park is to defray the costs and expenses of administration, operation and maintenance of the Park;

WHEREAS, such fees are imposed only upon persons who use the Shady Island River Park;

WHEREAS, the Gunnison County Board of County Commissioners finds that the fee amounts adopted by this Resolution bear a reasonable relationship to the costs of administration, operation and maintenance of the Park;

WHEREAS, the Gunnison County Board of County Commissioners has determined that the Shady Island River Park affords a public benefit to the residents of and visitors to Gunnison County;

WHEREAS, the Gunnison County Board of County Commissioners previously adopted Resolution 2021-18, A Resolution Adopting a Schedule of Fees for the Shady Island River Park;

WHEREAS, for purposes of regulating and licensing commercial outfitters, the State of Colorado has adopted the following definitions:

(5) "Outfitter" means a person soliciting to provide or providing, for compensation, outfitting services for the purpose of hunting or fishing on land that the person does not own.

(6) "Outfitting services" means providing transportation of individuals, equipment, supplies, or wildlife by means of vehicle, vessel, or pack animal,

facilities including but not limited to tents, cabins, camp gear, food, or similar supplies, equipment, or accommodations, and guiding, leading, packing, protecting, supervising, instructing, or training persons or groups of persons in the take or attempted take of wildlife.

C.R.S. § 12-145-103(5), (6) (2024); and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado deems it appropriate to adopt substantially similar definitions for purposes of this Resolution;

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

1. Resolution 2021-18 is hereby repealed and replaced with this Resolution;
2. For purposes of this Resolution, the following definitions shall apply:
 - a. “Commercial Outfitter” means a person or business entity soliciting to provide or providing, for compensation, outfitting services for in relation to use of the Shady Island River Park;
 - b. “Outfitting Services” means providing transportation of individuals, equipment, supplies, or wildlife by means of vehicle, vessel, boat, paddle board, water craft, or similar equipment, and/or guiding, leading, supervising, instructing, or training persons or groups of persons in relation to use of the Shady Island River Park, including but not limited to raft, fly fishing, or stand up paddle boarding guide or equipment rental services.
3. The amended and supplemental schedule of fees for Shady Island River Park attached as Exhibit A to this Resolution is hereby adopted to support the ongoing administration, maintenance and operation of the Park. Such fees shall be reviewed and amended as needed by subsequent Resolution of the Board.

This Resolution shall remain in effect until amended or superseded by subsequent Resolution.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this ____ day of _____, 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:

Deputy County Clerk

EXHIBIT A

GUNNISON COUNTY SHADY ISLAND RIVER PARK FEE SCHEDULE
Adopted by the Gunnison County Board of Commissioners

ACTIVITY	FEE
DAY PASS: Valid for one day of parking to access River Park	\$5
WEEKLY PASS: Valid for seven (7) consecutive days for use as a parking pass to access the River Park	\$15
ANNUAL PASS: Valid for use during one calendar year as a parking pass to access the River Park	\$40
OVERNIGHT CAMPING PASS: Valid for one night of camping; a parking pass is also required for each vehicle	\$20
GROUP CAMPSITE: Valid for one night of camping; a parking pass is also required for each vehicle. Group site can accommodate up to sixteen (16) people and four (4) vehicles.	\$40
COMMERCIAL ANNUAL PASS: Valid for one motor vehicle and trailer parking space for 12 months from the date of issuance. Fee includes dedicated parking space with signage provided by Gunnison County, and allows overnight and continuous parking during permit term. Available only to commercial outfitters (as defined by this Resolution).	\$500

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Second Amendment to the Declaration of Protective

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Larkspur Community Association, represented by Jacob With, requests an approval of the Second Amendment to the Declaration of Protective Covenants. This amendment specifically applies to lot R1 and the proposed changes its use, as described in detail within the Staff Memo.

Fiscal Impact:

Submitted by: Sean Pope

Submitter's Email Address: spope@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ASFR 3.28.24

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 3/28/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/2/2024



Sean Pope, Planner
(970) 641-7981
spope@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners
RE: LUC-24-00009 | Covenant Amendment | Larkspur Community Association
Memo Date: March 26, 2024
Meeting Date: April 2, 2024

The Applicant, Larkspur Community Association (Association), represented by Jacob With, Esq., of Law of the Rockies, request an approval of the Second Amendment to the Declaration of Protective Covenants as shown in *Exhibit A*. Article III, Paragraph 19 and associated sections would be amended and restated to change the allowed uses of the vacant 2.79 acre R1 Lot shown on the Amended Plat of Larkspur (*Exhibit B*). The current permitted uses and potential future resubdivisions are:

1. Two townhome or condo units, upon additional review and approval by Gunnison County; and
2. One employee residence; and
3. Developed recreation, including: “indoor or outdoor tennis facilities, clubhouse, health club, swimming center, bathrooms and showers climbing wall, batting cages, golf practice area, basketball courts, pro shops, parking, food and bar service, and accompanying offices and services”.

The amendment would allow for greater residential density on the R1 Lot, remove the developed recreation use and associated employee residence, and provide Open Space as follows:

1. Six Single Family Lots not less than 0.25 acres, upon additional review and approval by Gunnison County; and
2. One 0.75 acre Open Space lot; including: “a dock/fishing pier, picnic pavilion, trails, parking spaces, and a restroom.”

Article VI, Paragraph 5; which describes resubdivisions, would be amended to prohibit future subdivision of existing Single Family and Essential Single Family lots and permit for Lot R1 to be subdivided into a maximum of six Single Family lots upon review and approval by Gunnison County. There are no changes to the Essential Multi-Family lots, which may be resubdivided and condominiumized after units are constructed.

Amendment of Subdivision Covenants are classified as an *Administrative Review Projects That Require Land Use Change Permits* and are subject to the following approval standards:

1. *COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.*

2. *COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.*

Staff and the Gunnison County Attorney's Office reviewed the proposed amendment to ensure consistency with the representations of the original approval. Neither the construction of a recreation facility nor development of an employee residence to support the developed recreation use was a requirement of the Larkspur Subdivision approval in Resolution Series 2006, No. 57 (*Exhibit C*). The current covenants do not permit the Association to approve an application for a Land Use Change permit inconsistent with the covenants. The amendment would create a path for a future Land Use Change application to resubdivide R1 into six, 0.25 acre Single Family Lots, which are similar to the existing Single Family lots in the Larkspur Subdivision, which are between 0.21 – 0.30 acres in size. A future Land Use Change application consistent with the amended and restated covenants, if approved, would be reviewed for compliance with all applicable standards of the Gunnison County Land Use Resolution.

Thank you,

Sean Pope

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-24-00009, Click on "Attachments".

- A. Larkspur Signed Second Amendment to Declaration
- B. Larkspur Amended Plat
- C. BOCC Resolution 2006-57
- D. Existing Larkspur Covenants

**SECOND AMENDMENT
TO THE
DECLARATION OF PROTECTIVE COVENANTS LARKSPUR**

This Second Amendment to Declaration of Protective Covenants Larkspur (“Second Amendment”) is executed with an effective date of _____, 2024, by Larkspur Community Association, a Colorado non-profit corporation (“Association”), with the approval of at least sixty-seven percent of all Members having a vote in the Association pursuant to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.* (the “Act”) and the First Amendment to Declaration of Protective Covenants Larkspur, as well as the consent of Gunnison County, Colorado.

RECITALS

WHEREAS, Larkspur was created by the recording of the Declaration of Protective Covenants Larkspur recorded at Reception No. 568253 in the real property records of Gunnison County, Colorado, as amended by the First Amendment to Declaration of Protective Covenants Larkspur recorded at Reception No. 643637 in the real property records of Gunnison County, Colorado (collectively, the “Declaration”), which created a common interest community under the name Larkspur, and which encumbers real property situated in the County of Gunnison, State of Colorado more particularly described in the Declaration.

WHEREAS, the Members and the Association desire to amend certain sections of the Declaration to reflect a change in the use of the Recreation Lot labeled as Lot R1 on the Amended Plat of Larkspur recorded at Reception No. 591518 in the real property records of Gunnison County, Colorado.

WHEREAS, Article XVIII, Section 4 of the Declaration requires that any amendment to the Declaration be approved by the affirmative vote of at least 67% of all Members in the Association and with the written consent of Gunnison County.

WHEREAS, Article II, Section 2.10 of the Association’s Bylaws and C.R.S. § 7-127-109 provide that in addition to voting at a meeting, Owners may vote by written ballot without the physical presence of such Owners at a meeting so long as the number of returned ballots equals or exceeds the quorum required to be present at a meeting and the returned affirmative ballots equals or exceeds the number required for passage of the amendment at a meeting.

WHEREAS, as evidenced by the affidavit below signed by the President and Secretary of the Association, notice was provided by delivering a ballot to all Members complying with C.R.S. § 7-127-109, and at least 67% of all Members having a vote in the Association voted to approve this Second Amendment, thus meeting the quorum and passage requirements.

NOW THEREFORE, the Declaration is amended as follows:

AMENDMENT

Article III, Paragraph 19 of the Declaration is hereby amended and restated in its entirety as follows:

19. Recreation Lot. A lot designated on the recorded plat of LARKSPUR as R1. Lot R1 can be used for recreational purposes, including tennis facilities, both indoor and outdoor, clubhouse, health club, swimming center, bathrooms and showers, climbing wall, batting cages, golf practice area, basketball courts, pro shops, parking, food and bar service, and accompanying offices and services. Said tract may be resubdivided by the owner thereof into a maximum of six Single Family Lots each being not less than .25 acres with the Remainder of R1 of approximately .75 acres dedicated to the Association as open space, which shall be used pursuant to the Open Space Restrictions of the Declaration but may include a dock/fishing pier, picnic pavilion, trails, parking spaces, and a restroom. Lot R1 may not be further subdivided except as noted above. Such resubdivision of R1 may be done without further approval by the Association or Owners provided that Gunnison County approves such resubdivision in accordance with the Gunnison County Land Use Resolution in effect at the time of such resubdivision and the President of the Association reviews the plat for such resubdivision to certify it meets the requirements of this paragraph 19. As part of the approval process, the Owner of Lot R1 shall establish to Gunnison County an adequate physical and legal water supply for the resubdivision of Lot R1. Upon Gunnison County approval of the resubdivision of Lot R1, the original permitted uses for recreational purposes, including tennis facilities, both indoor and outdoor, clubhouse, health club, swimming center, bathrooms and showers, climbing wall, batting cages, golf practice area, basketball courts, pro shops, parking, food and bar service, and accompanying offices and services shall be eliminated. Upon recordation of the amended plat for such resubdivision, the owners of the new Single Family Lots created by such plat shall, for each lot, have such voting rights and assessment obligations as any other Owner of a lot or unit that is not an essential lot or unit as set forth in this Declaration.

Article VI, Paragraph 1, subparagraph D of the Declaration is hereby amended and restated in its entirety as follows:

D. Recreation Lot. The Recreation Lot shall have the permitted uses as described in paragraph 19 of Article III of the Declaration as set forth above.

Article VI, Paragraph 5 of the Declaration is hereby amended and restated in its entirety as follows:

5. Resubdivision. No Single Family Lot or Essential Single Family Lot shall ever be resubdivided into smaller tracts or lots. The Recreation Lot may be further subdivided into a maximum of six Single Family Lots and remainder open space in accordance with paragraph 19 of Article III of the Declaration and the Gunnison County Land Use

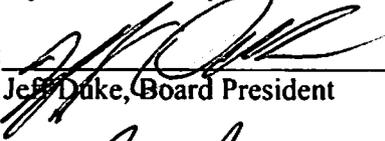
Resolution. The essential multi-family lots may only be resubdivided and condominiumized after the actual units are constructed.

Except for the foregoing, the Declaration shall remain unchanged.

Affidavit and Certification by Association:

Jeff Duke, as President of the Board of Directors of the Association ("Association"), hereby swears and attests that he has received and reviewed the returned ballots from the Members and that the above-described Second Amendment, as written, was approved by the signatures of at least 67% of Members having a vote in the Association thus meeting the quorum and passage requirements of C.R.S. § 38-33.3-217, Section 4 of Article XVIII of the Declaration, and C.R.S. § 7-127-109.

Larkspur Community Association, a Colorado non-profit corporation

By: 
Jeff Duke, Board President

Attest: 
By: 
Bob Pannier, Board Secretary

Consent of Gunnison County, Colorado:

This Second Amendment to the Declaration of Protective Covenants Larkspur is approved this ___ day of _____, 2024 by Gunnison County, Colorado:

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

Jonathan Houck,
Chairperson

ATTEST:

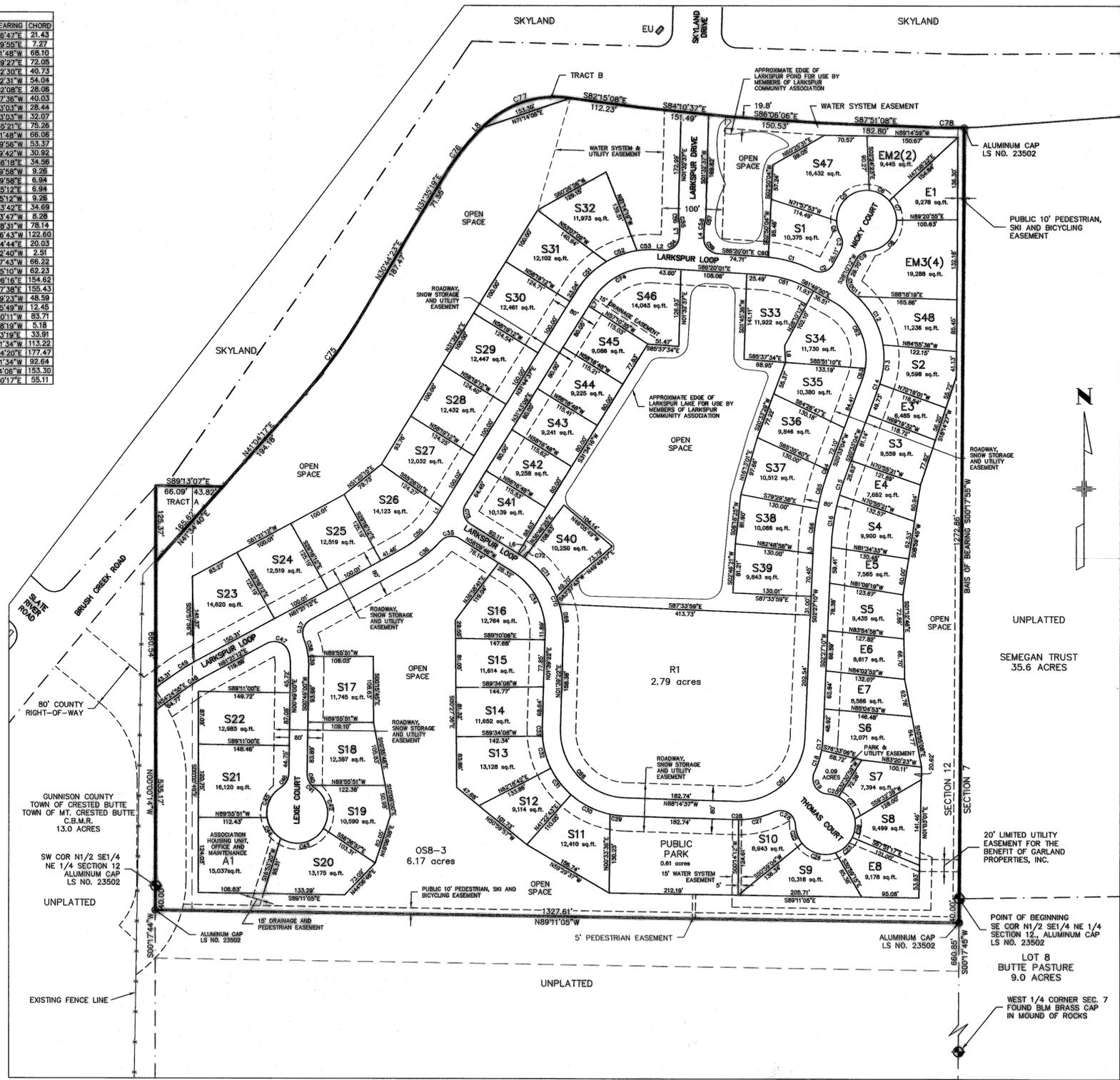
Gunnison County Clerk and Recorder

AMENDED PLAT OF
LARKSPUR
 LOCATED WITHIN THE
 E1/2 NE1/4 SECTION 12
 T14S, R86W, 6TH PRINCIPAL MERIDIAN
 GUNNISON COUNTY, COLORADO

CURVE LENGTH	RADIUS	DELTA	CH BEARING	CHORD
C1	78.36	215.00	S20°42'58" W	77.93
C2	38.65	25.00	S88°51'14" W	34.92
C3	25.21	25.00	S74°46'09" W	24.15
C4	25.23	50.00	S28°44'42" W	24.96
C5	63.61	50.00	S84°48'41" W	74.20
C6	38.44	50.00	S44°03'00" W	37.50
C7	35.06	50.00	S01°03'31" W	34.35
C8	75.56	50.00	S86°38'28" W	66.58
C9	25.21	25.00	S74°46'09" W	24.15
C10	33.23	24.02	S79°12'41" W	30.64
C11	10.29	135.00	S42°15'56" W	10.28
C12	92.55	135.00	S91°16'45" W	90.75
C13	65.52	135.00	S27°48'25" W	64.88
C14	4.40	135.00	S12°10'00" W	4.40
C15	34.39	385.23	S08°58'51" W	34.38
C16	87.22	385.23	S12°58'21" W	87.03
C17	19.46	140.00	S75°56'00" W	19.45
C18	38.16	140.00	S15°37'02" W	38.04
C19	49.23	25.00	S12°48'59" W	41.65
C20	19.67	50.00	S22°24'43" W	19.45
C21	47.22	50.00	S40°08'31" W	45.48
C22	31.77	50.00	S6°24'36" W	31.24
C23	38.41	50.00	S44°00'49" W	37.47
C24	61.79	50.00	S79°48'18" W	57.93
C25	32.38	50.00	S73°04'42" W	31.60
C26	49.23	25.00	S12°48'59" W	41.65
C27	60.70	140.00	S24°50'35" W	60.23
C28	4.07	140.00	S89°04'37" E	4.07
C29	24.90	140.00	S10°11'19" W	24.86
C30	71.92	140.00	S22°28'02" W	71.13
C31	55.24	140.00	S22°36'19" W	54.88
C32	54.89	140.00	S22°27'58" W	54.54
C33	12.72	140.00	S12°23'00" W	12.72
C34	120.08	115.00	S89°48'08" W	114.88
C35	34.64	25.00	S22°27'10" W	31.93
C36	63.31	192.00	S18°33'38" W	63.03
C37	36.24	25.00	S83°03'39" W	33.18
C38	30.20	115.00	S15°02'21" W	30.12
C39	15.01	115.00	S72°36'00" W	15.00

CURVE LENGTH	RADIUS	DELTA	CH BEARING	CHORD
C40	21.92	30.00	S11°31'34" W	21.43
C41	7.28	30.00	S13°44'42" W	7.27
C42	74.92	50.00	S85°50'57" W	68.10
C43	80.45	50.00	S21°11'33" W	72.05
C44	41.95	50.00	S80°44'34" W	40.73
C45	57.09	50.00	S82°51'00" W	54.04
C46	29.20	30.00	S54°46'16" W	28.06
C47	46.41	25.00	S08°22'25" W	40.03
C48	28.46	235.00	S56°18'50" W	28.44
C49	32.09	265.00	S56°18'50" W	32.07
C50	75.98	182.00	S28°51'42" W	75.26
C51	66.68	139.99	S27°17'35" W	65.21
C52	53.70	139.99	S21°58'40" W	53.37
C53	30.98	139.99	S12°40'51" W	30.92
C54	38.59	24.00	S20°22'22" W	34.58
C55	9.30	30.00	S17°45'10" W	9.26
C56	6.97	22.50	S17°45'10" W	6.94
C57	6.97	22.50	S17°45'10" W	6.94
C58	9.30	30.00	S17°45'10" W	9.26
C59	38.54	25.00	S23°23'42" W	34.69
C60	8.29	215.00	S21°29" W	8.28
C61	78.73	185.00	S24°23'00" W	78.14
C62	130.91	105.00	S71°26'11" W	122.60
C63	20.05	105.00	S10°28'44" W	20.03
C64	2.91	415.00	S20°22'40" W	2.91
C65	66.29	415.00	S09°08'05" W	66.22
C66	62.29	415.00	S36°00'00" W	62.23
C67	171.45	110.00	S81°18'13" W	154.62
C68	172.69	110.00	S82°33'59" W	155.43
C69	48.82	145.00	S12°17'30" W	48.58
C70	12.46	145.00	S45°22'22" W	12.45
C71	84.92	145.00	S33°33'23" W	83.71
C72	5.18	145.00	S20°23'00" W	5.18
C73	37.63	24.00	S89°25'54" W	37.59
C74	118.83	110.00	S15°50'50" W	113.22
C75	177.71	985.54	S10°19'54" W	177.47
C76	92.82	435.63	S12°12'28" W	92.64
C77	199.31	166.38	S42°31'44" W	153.30
C78	55.12	867.96	S38°18'18" W	55.11

LINE	LENGTH	BEARING
L1	21.30	N31°44'37" E
L2	13.61	S86°20'01" E
L3	16.61	N01°42'37" E
L4	18.91	S01°32'37" W
L5	12.17	S02°27'10" W
L6	7.71	S58°09'46" W
L7	13.48	N31°43'09" E
L8	11.04	N43°47'48" E
L9	27.72	N03°05'39" W



BOARD OF COUNTY COMMISSIONERS APPROVAL
 The within Corrected Plat of Larkspur is approved this 2nd day
 of June, A.D. 2009.

Paula Swenson
 COMMISSIONER, GUNNISON COUNTY
 BOARD OF COMMISSIONERS

ATTEST:
Jana Marshall
 Gunnison County Clerk and Recorder



GUNNISON COUNTY CLERK & RECORDER'S ACCEPTANCE
 This Corrected Plat was accepted for filing in the office of the Clerk & Recorder
 of Gunnison County, Colorado, on this 19 day of June, A.D. 2009,
 Reception No. 571018
 Time 11:06 A.M.

Jana Marshall
 Gunnison County Clerk & Recorder



AMENDED PLAT OF
LARKSPUR
 GUNNISON COUNTY, COLORADO

Prepared By: **NCW & Associates, Inc.**
 P.O. Box 3688 Crested Butte
 272 Goren St. Colorado 81224
 (970) 349-6384 Fax (970) 349-6297

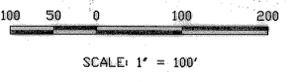
PROJECT: 5075.00 DWG.: PLAT COR
 DATE: 5/29/09 SHEET 1 OF 1

LAND SURVEYOR'S STATEMENT
 I, Norman C. Whitehead, a registered land surveyor in the State of Colorado, certify that
 this Corrected Plat of LARKSPUR was made under my direction and control and that the
 original survey referred to herein was made under my direction and control and that this
 Corrected Plat and survey are true and correct to the best of my knowledge.

Dated this 30th day of May, A.D. 2009.



Norman C. Whitehead
 Colorado P.L.S. No. 27739



BUILDING SETBACKS

FRONT LOT CUL-DE-SACS (FROM ROADWAY EASEMENT)	10 FEET
FRONT LOT ALL OTHER (FROM ROADWAY EASEMENT)	0 FEET
SIDE LOT (ALL)	10 FEET
REAR (TYPICAL)	15 FEET
REAR (LOTS S33-S46)	20 FEET

STATEMENT OF AMENDMENT

This Amended Plat rennumbers original Lots EM1 and E2 to S47 and S48 respectively and
 removes the Essential Housing deed restrictions from S47 and S48.
 additionally the setbacks specified on this Amended Plat correct those on the original plat
 making them consistent with those specified in the Design Guidelines for Larkspur.



**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 57 SERIES 2006**

**A RESOLUTION AND CERTIFICATE OF MAJOR IMPACT APPROVAL
APPROVING THE FINAL PLAN FOR THE LARKSPUR SUBDIVISION, SUBMITTED BY
GARLAND PROPERTIES, INC.**

WHEREAS, Gary F. Garland submitted the *Larkspur Final Plan* June 20, 2006, on behalf of Garland Properties, Inc.. The application to develop a subdivision that includes free-market single-family homesites, essential (deed-restricted affordable) homesites, and commercial recreation amenities open to the public on property is located adjacent to the Brush Creek Road (County Road 738), in the S ½ NE ¼ NE ¼ and N ½ SE ¼ NE ¼, Sec. 12, Twn 14 S R 86 W. t; and

WHEREAS, the Gunnison County Planning Commission recommended approval of the Larkspur Preliminary Plan June 2, 2006 which was followed by Board of County Commissioners' approval June 8, 2006, including all conditions of approval recommended by the Planning Commission and two additional conditions, and elected, as referenced by *Gunnison County Land Use Resolution* Section C-7-402: C. 1, to not require Planning Commission review of the Final Plan ; and

WHEREAS, the Board has considered the submitted Final Plan, and the Decision Document prepared by the staff and attached as "Exhibit A," and amended the "Decision" section of the Decision Document to include the conditions set forth as Nos. 6, 7, 8, 9 and 10.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the attached "Exhibit A" Decision Document is hereby affirmed, and the Final Plan for Larkspur Subdivision is approved, subject to each and all conditions iterated within the Decision Document.

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 Paula Swenson, seconded by Commissioner Hap Channell, and passed on this first day of August, 2006.

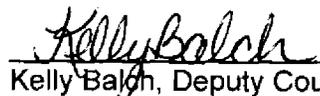
BOARD OF COUNTY COMMISSIONERS


Jim Starr,
Chairperson


Hap Channell,
Commissioner


Paula Swenson,
Commissioner

Attest:


Kelly Balch, Deputy County Clerk



**Gunnison County Board of Commissioners
Decision Document, Final Plan, Larkspur subdivision
Board Meeting August 1, 2006**

PROJECT DESCRIPTION

Gary F. Garland submitted the *Larkspur Final Plan* June 20, 2006, on behalf of Garland Properties, Inc.. The application to develop a subdivision that includes free-market single-family homesites, essential (deed-restricted affordable) homesites, and commercial recreation amenities open to the public. The property is located adjacent to the Brush Creek Road (County Road 738), in the S ½ NE ¼ NE ¼ and N ½ SE ¼ NE ¼, Sec. 12, Twn 14 S R 86 W.

The Planning Commission recommended approval of the Preliminary Plan June 2, 2006 which was followed by Board of County Commissioners' approval June 8, 2006, including all conditions of approval recommended by the Planning Commission and two additional conditions, reiterated below.

The plan includes the development and subdivision of the parcel into 46 free-market single family lots; one lot that will remain the property of the Larkspur Community Association to include an employee unit, an office and maintenance barn; eight deed-restricted single-family essential housing lots; two deed-restricted (essential housing) lots, each of which will have one four-plex; and one deed-restricted (essential housing) lot allowing one duplex. Lot sizes range from one seventh to one third of an acre. All housing units and houses are required to have two, enclosed attached garages. Maximum size for the two garages for a single-family house is 800 square feet. Single-family homes are limited to a range from 800-4000 square feet, excluding basements. Maximum total aggregate square footage (house and garage) for each single-family home is 4800. Multifamily four-plex lots allow a maximum total square footage of 4400 square feet; maximum allowed size of each two garages is 450 square feet; total allowed maximum square footage (four multifamily residences and eight garages) is 6200 square feet. The duplex residence is limited to a maximum 3600 square feet, 800 square feet for the two garages for each side of this structure; maximum aggregate is 5200 square feet. Maximum size structure on the maintenance parcel is 4,000 square feet, limited to two structures.

A 2.78-acre parcel will house a recreation center, to be owned separately from either the applicant or the Larkspur Community Association. The center is allowed by the subdivision's protective covenants to include year-round tennis facilities (i.e. indoor and outdoor), clubhouse, health club, swimming center, bathrooms and showers, climbing wall, batting cages, golf practice area, basketball courts, pro shops, parking, food and bar service ancillary to the tennis facilities, and accompanying offices and services. The lot may be resubdivided by its owner to create two condominium units or a maximum of three condominium units only if one of the three is restricted to a residence for an employee of the facility. That subdivision may occur without obtaining the consent of the Larkspur Community Association or the owner of any lot within the subdivision. Approval for the condominiumization is required to be obtained from Gunnison County.

The recreation center is intended to occasionally host special events. As noted below, events that generate numbers of vehicles that exceed the 68 parking spaces included in the recreation center design plan will be required to secure a Special Events Permit from Gunnison County. As many as 12 special events may be conducted annually.

The applicant will not be constructing any of the proposed residences or recreation center. Most infrastructure-related materials are expected to be available onsite.

Affordable or "essential" housing residences. The applicant has voluntarily proposed that 18 essential, deed-restricted units be included in this plan, and has worked with the Gunnison County Housing Authority to perfect deed-restrictions that reflect requirements currently under regulatory consideration by the Gunnison County Board of Commissioners, to ensure that essential housing residences will remain affordable. A copy of the deed-restrictions is an attachment to the *Declaration of Protective Covenants*.

Final water decree. Case Number 05 CW 88, *Concerning the Application for Brush Creek Holdings LLC for Water Rights in the East River*, was signed May 23, 2006 by J. Steven Patrick, Water Judge, decreeing conditional rights sufficient for uses described within this Final Plan. Per letter of May 18, 2006, attorney John R.

Hill, Jr., reiterated that the physical supply of water is to be provided by Lacy Spring no. 4 pursuant to a contract with William J. Lacy, Jr. That spring and the additional source of the Vieh Spring No. 1 "...do not produce the 0.15 cfs originally contemplated," Hill explained. " After supplying Whetstone Vista's prior right to 20 gpm, that spring produces approximately 0.069 cfs (31 gpm). That amount is sufficient per the county requirements to supply the Larkspur Subdivision as now planned...the contract with Lacy provides that he will sell a secondary amount of water to make up the total 0.15 cfs that Brush Creek is purchasing. This supplemental water will come from Lacy Springs Nos. 1 and 3 and Vieh Springs Nos. 2, 4 and 5.

"...[M]inimal depletions resulting from the proposed Larkspur Subdivision will be replaced by augmentation certificates purchased from the Upper Gunnison River Water Conservancy District. By purchasing the augmentation certificates, Garland Properties is, in effect, 'buying in' to the Plan for Augmentation decreed in Case No. 03CW107...a general plan for augmentation filed by the District to provide augmentation water for users in the East and Gunnison River drainages. The question of injury to vested rights of others has been addressed and decided in that case. Therefore, there is no need for a separate plan for augmentation."

A pipeline connects the subdivision property to Lacy Spring No. 4 and Vieh Spring No. 1.

Garland Properties, Inc., without compensation to the Larkspur Water Association has reserved the right to expand the water systems, both potable and non-potable, and fire protection to lands other than those designated on the original Larkspur plat. Expansion of the Larkspur water systems can take place if Garland Properties supplies to the LWA new amounts of water, both legally and physically, in excess of those specified as the water supply required for the subdivision and referenced within this Decision; and if Garland Properties, Inc. pays all costs of any necessary upgrades to the LWA system that are needed or caused by that expansion; and that any new users that result from the expansion pay the same fees and charges as those that Larkspur owners/users are being charged at the time of expansion. Any changes in fees and other charges made after any expansion will apply to all the users, both original and new under the expansion.

Before the Larkspur Community Association approves any construction plans, an applicant is required to pay a tap fee to the LWA. Said tap fee shall initially be \$14,000 and may be increased or decreased in the future by the Board of Directors of Larkspur Community Association, with the first \$10,000 being paid to Garland Properties, Inc. and the remaining amounts being retained by the LWA and used for operation and maintenance of the system or in any other manner deemed appropriate by the board of the LWA.

Decreed water rights will transfer from Garland Properties, Inc. via Special Warranty Deed from Brush Creek Holdings to Larkspur Community Association (deed dated July 31, 2006).

Potential damage to Whetstone Vista Estates. During review of the Preliminary Plan, residents of Whetstone Vista Estates expressed concern about potential damage to their water system from the proposed Larkspur spring and pipeline system. Larkspur's classification as a community water system under regulation by the Colorado Department of Public Health and Environment (CDPHE) raised issues of physical construction and use of the water system that the Whetstone Vista Estates owners believed might adversely affect their existing, upgradient system. By letter of June 23, 2006, the Colorado Department of Public Health and Environment (Mike Havens, P.E. District Engineer), has indicated it has reviewed the water court decision for Larkspur: "Our review concludes that Larkspur and Whetstone are separate entities with respect to drinking water regulation. Based on the proposed population and number of service connections, Larkspur will be regulated as a public water system, and Whetstone will remain a private water system.

"The Division's position is based on the clear separation of the entities under the existing water court decrees, and our current understanding of the conditions in the field. Our interpretation is also based on current regulations. If these circumstances change in the future, we may need to reevaluate our position."

Disclosure of conditions for property purchasers. A document to be presented to property purchasers discloses the possibility of future development around the Larkspur parcel, and includes the following:

"Development on Adjacent Property: That a parcel of property exists, approximately 13 acres in size, that lies immediately to the West of Larkspur, between a portion of Larkspur and Brush Creek Road. That this parcel is owned by Gunnison County, the Towns of Crested Butte and Mt. Crested Butte and Crested Butte Mountain Resort and that these entities plan to develop the property in the future. Proposals for development include, but are not limited to, an affordable

(essential) housing project, intercept or park and ride parking lot. Some or all of this property may be sold and/or partitioned off.

"Project near Crested Butte Airport: Crested Butte Airport lies approximately one mile to the east of Larkspur. Low flying aircraft will be encountered flying over Larkspur.

"Recreation Parcel: 1. The Recreation Parcel within Larkspur is being sold to an entity that is not owned, operated or controlled by the developer of Larkspur, Garland Properties, Inc. There is NO guarantee that any recreation facility, ie pool, fitness center, tennis courts, will ever be built. If this facility is built then there is NO guarantee that it will be able to operate as a viable business enterprise and NO guarantee that the facility will remain open. 2. Gunnison County, through the Land Use Process, will hold as a condition of approval that the Recreation Parcel has 68 parking spaces. The County is allowing any event that does not require more than the 68 parking spaces to take place without a special events permit. The County is also allowing the Recreation Parcel to be used for events, not to exceed 12 times a year, that will use roadside parking within Larkspur. These twelve (or less) events will still have to be approved by the Larkspur Community Association if roadside parking is anticipated."

PHASING AND RELATIONSHIP TO PRELIMINARY PLAN

No phasing is proposed for the Larkspur subdivision. There are no changes in numbers or uses, nor substantive configuration of lots, units or roads from the approved Preliminary Plan.

Owner of the property has changed from Brush Creek Holdings, LLC to Garland Properties, Inc.

DOCUMENTS INFORMING THIS REVIEW AND ACTION

This review and recommendation incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this Preliminary Plan application, including all exhibits, references and documents. Among them are these site plans and narrative submittals that inform this review:

- *Case Number 05 CW 88, Concerning the Application for Brush Creek Holdings LLC for Water Rights in the East River*, signed May 23, 2006 by J. Steven Patrick, Water Judge.
- *Plat of Larkspur, Gunnison County, Colorado*, prepared by NCW and Associates dated 7/6/06.
- *Site and Landscaping Plan*, prepared by NCW and Associates dated 6/24/06.
- *Sanitary Sewer Profiles*, prepared by NCW and Associates dated 6/24/06.
- *Sanitary Sewer Details*, prepared by NCW and Associates dated 6/24/06.
- *Site Grading and Drainage Plan*, prepared by NCW and Associates dated 6/24/06.
- *Utility Plan*, prepared by NCW and Associates dated 6/24/06.
- *Roadway Plan Larkspur Loop*, prepared by NCW and Associates dated 6/24/06.
- *Roadway Plan Larkspur Dr. Nicky, Thomas and Daisy Courts*, prepared by NCW and Associates dated 6/24/06.
- *Roadway Profile Larkspur Loop*, prepared by NCW and Associates dated 6/24/06 (Sheets 3, 4, 5 and 6).
- *Intersection Improvements*, prepared by NCW and Associates, dated 5/12/06.
- *Declaration of Protective Covenants Larkspur*, submitted as part of the June 20, 2006 Final Plan.
- *Design Guidelines for Larkspur*, dated May 23, 2006.
- *Pre-Inclusion Agreement*, dated May 18, 2006 between Garland Properties, Inc. and the East River Regional Sanitation District.
- *Larkspur Neighborhood Engineer's Cost Estimate*, prepared by NCW and Associates dated 6/27/06.
- *Acknowledgement*, dated as received 5/31/06, draft document of acknowledgement of existing and potential conditions surrounding the Larkspur development, to be signed by prospective property purchasers.

- *Pre-Inclusion Agreement*, dated as received 5/16/06, agreement between Garland Properties, Inc. "by and through Gary Garland, its President, as successor in interest to Brush Creek Holdings, LLC, and the East River Regional Sanitation District.
- *General Warranty Deed* changing ownership of the Larkspur property from Brush Creek Holdings, LLC to Garland Properties, Inc.

COMPLIANCE WITH CONDITIONS OF PRELIMINARY PLAN APPROVAL

The following include all conditions of Preliminary Plan approval, followed by the applicant's corresponding submittal in the Final Plan:

1. **All documents that are required to be submitted as part of the Final Plan, pursuant to Division 7-400: *Final Plan for Major Impact Projects in the Gunnison County Land Use Resolution*, shall be submitted within a Final Plan submittal.**

The submitted Final Plan is complete.

2. **Approval of the Larkspur Water Association's structure, establishment and operational certainty for the protection of future buyers, is subject to approval by the Gunnison County Attorney.**

The Larkspur Water Association is now a subset of the Larkspur Community Association, as referenced within the protective covenants, responsible for the administration of the subdivision's water system; water rights are to be conveyed by Special Warranty Deed to the Larkspur Community Association, as required by the Gunnison County Attorney.

3. **The recreation center is intended to occasionally host special events. Events that generate numbers of vehicles that exceed the 68 parking spaces included in the recreation center design plan will be required to secure a Special Events Permit from Gunnison County. As many as 12 special events may be conducted annually subject to approval by the Larkspur Community Association.**

No Final Plan submittal is required of the applicant; this condition applies as part of the Final Plan approval and the language of this condition is included within the *Declaration of Protective Covenants*.

4. **Language is required to be included within the final version of the protective covenants advising lot owners that an application to Gunnison County for a residential Building Permit must comply with all applicable building codes adopted and amended by Gunnison County, and with any applicable energy and resource conservation standards currently required by the County.**

The language has been included in the *Declaration of Protective Covenants*.

5. **Language is required to be added in the final version of the protective covenants that informs property owners or other land users within the proposed development that installation of signs requires compliance with the *Gunnison County Land Use Resolution*, and may require a Gunnison County Sign Permit, pursuant to Section 13-109: *Signs*.**

The language has been included in the *Declaration of Protective Covenants*.

6. **Language has been included in Article IX of the *Design Guidelines*, but has not been included within the protective covenants regarding parking requirements and limitations. As compliance with Section 13-110: *Off-Road Parking and Loading* is a requirement for County approval, any changes to parking standards included within the *Design Guidelines* for Larkspur would require approval by Gunnison County.**

The language has been included in the *Declaration of Protective Covenants*.

7. **Language has been included in several sections of the *Design Guidelines*, but has not been included within the protective covenants. As compliance with Section 13-116: *Grading and Erosion Control* is a requirement for County approval, any changes to erosion control and grading/drainage standards included within the *Design Guidelines* for Larkspur would require approval by Gunnison County.**

The language has been included in the *Declaration of Protective Covenants*.

8. **Language is required to be added to the final version of the protective covenants requiring that the Larkspur Community Association be responsible for maintenance and replacement, as applicable, of features included in the final *Site and Landscaping Plan* approved as part of the Final Plan.**

The language has been included in the *Declaration of Protective Covenants*.

9. **Language is required to be added in the final version of protective covenants within the list of responsibilities of the Larkspur Community Association acknowledging Colorado's "fence out" requirements, and placing responsibility for construction and maintenance of the fence with the Association.**

The language has been included in the *Declaration of Protective Covenants*.

10. **Language is required to be added in the final version of the protective covenants that includes requirements that any construction must secure a Gunnison County Reclamation Permit, which may involve control of noxious weeds, subject to approval by the Gunnison County Public Works Department, and/or approval by the Gunnison Basin Weed Specialist.**

The language has been included in the *Declaration of Protective Covenants*.

11. **Final requirements of the Colorado Department of Public Health and Environment relative to this proposal have not yet been received from the Department by the applicant or County. Final design of the sewage treatment design and water plan is subject to requirements of that Department, and are required to be submitted as part of the Final Plan. Submittal of the Department's written directive following its receipt of final water court action on the Larkspur "water rights and other contractual issues" is required to be submitted as part of the Final Plan.**

As noted, the Department's review concludes that Larkspur and Whetstone are separate entities with respect to drinking water regulation. Based on the proposed population and number of service connections, Larkspur will be regulated as a public water system, and Whetstone will remain a private water system. (Final designs of the systems have been submitted as part of this Final Plan.)

12. **The inclusion of deed-restricted essential housing residences as described in the *Declaration of Protective Covenants* and *Design Guidelines* [is] a condition of this approval, subject to approval by the County Attorney.**

No Final Plan submittal is required of the applicant.

13. **A letter from the Crested Butte Fire Protection District approving the final utility plan for the subdivision and for the requisite number of fire hydrants and storage shall be required to be submitted as part of the Final Plan.**

A letter from the Crested Butte Fire Protection District has been submitted, approving the access and water supply plans for this development, subject to the condition that such approval is subject to the size and uses of the tennis/recreation center building remaining as proposed within the project description of this Final Plan. Should a proposal for a change in such size or uses occur in the future, the revised plans require review by the District, and would be subject to revised requirements for water supply and storage, and for access. Further, any such changes in plans for the tennis/recreation center building would require a Land Use Change Permit application and review.

14. **The applicant will provide the Larkspur Community Association with the list of capital equipment to be provided by the applicant and that listing is to be included within the Development Improvement Agreement.**

The Development Improvement Agreement includes the requirement that a snow blower and loader be provided by Garland Properties, Inc. to the Larkspur Community Association.

15. **The applicant has agreed and it is a condition of approval that any costs that might result to Whetstone Vista Estates because of requirements imposed on Larkspur by the Colorado Department of Health and Environment shall be the responsibility of the applicant.**

As noted, the Department's review concludes that Larkspur and Whetstone are separate entities with respect to drinking water regulation. Based on the proposed population and number of service connections, Larkspur will be regulated as a public water system, and Whetstone will remain a private water system. The Department indicated no potential costs that might inure to Whetstone Vista as a result of the physical construction and/or operation of the Larkspur system. At such time as conditions or elements of the system change from the description and plans included within the submitted Final Plan, such plans require additional review and permitting by Gunnison County, and would require review and approval by the Colorado Department of Health and Environment.

16. **That the Board of Commissioners determine whether or not to conduct an additional public hearing, pursuant to Section 7-302: K. of the Gunnison County Land Use Resolution; such determination is required to be made within 20 days of receipt of this Recommendation.**

No Final Plan submittal is required from the applicant in response to this condition.

17. **Approval of this Preliminary Plan is subject to the applicant's timely and fully obtaining and complying with all applicable federal, state, municipal and other permits required for the project, and the conditions of those permits.**

All permits required to have been obtained at this point in this Land Use Change Permit application review process have been obtained; approval of this application is contingent upon compliance with all applicable federal, state, municipal and other permits required for construction following approval.

18. **That a Development Improvement Agreement be required, ensuring collateral and identified dates of completion to ensure the construction of: Roads, a potable water system, a water system for fire protection and landscaping, a sewer system, the installation of electrical, telephone and natural gas lines; and landscaping, as rendered within final versions of the plans listed within the above "Documents Informing this Review and Action." As appropriate, or if not appropriate within the DIA, then within another document satisfactory to the County Attorney and the Board, a process by which to ensure that the recreation center structure and environs will be maintained, whether the business(es) in it remain successful or not.**

A draft DIA has been submitted as part of this Final Plan.

19. **The applicant shall be required to submit the Final Plan application within 12 months after the date of the approval of the Preliminary Plan. Failure to submit a complete Final Plan application within this time period shall render the Preliminary Plan approval null and void, and require the applicant to begin the Preliminary Plan review process again.**

The Final Plan was submitted 12 days following Preliminary Plan approval.

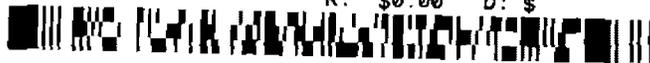
20. **Approval of the Preliminary Plan application shall not constitute approval of the Major Impact project, or permission to proceed with construction of any aspect of the land use change. Approval shall only constitute authorization for the applicant to submit a Final Plan, in accordance with the representations made by the applicant and in response to any conditions placed on the Preliminary Plan by the Board.**

No Final Plan submittal required by applicant.

FINDINGS:

The Board finds, based on consideration of the submitted plan, site observations, the Planning Director's analysis, and testimony, that:

1. *The Larkspur Final Plan* complies with the conditions imposed by the Board in the Preliminary Plan approval.



2. Language has been included in the *Declaration of Protective Covenants* that all exterior lighting requires full-cutoff fixtures..
3. The tennis/recreation center is intended to occasionally host special events. Events that generate numbers of vehicles that exceed the 68 parking spaces included in the recreation center design plan will be required to secure a Special Events Permit from Gunnison County. No more than 12 special events may be conducted annually, subject to approval by the Larkspur Community Association.
4. The *Declaration of Protective Covenants for Larkspur* establishes the Larkspur Water Association as a subcommittee of the Larkspur Community Association, and is the administrative entity owned by the LARKSPUR Community Association that is responsible for supplying and treatment of potable, non potable, and water for fire protection water to the Association.
5. Language has been included in the final version of the protective covenants advising lot owners that an application to Gunnison County for a residential Building Permit must comply with all applicable building codes adopted and amended by Gunnison County, and with any applicable energy and resource conservation standards currently required by the County and that informs property owners or other land users within the proposed development that installation of signs requires compliance with the *Gunnison County Land Use Resolution*, and may require a Gunnison County Sign Permit, pursuant to Section 13-109: *Signs*.
6. Language has been included in the final version of the protective covenants regarding parking requirements and limitations, and noting that changes to parking standards included within the *Design Guidelines* for Larkspur would require approval by Gunnison County.
7. Language regarding grading and erosion control has been added to the final version of the protective covenants referencing required compliance with *Land Use Resolution's* standards for grading and erosion Control, and that any changes to erosion control and grading/drainage standards included within the *Design Guidelines* for Larkspur would require approval by Gunnison County.
8. Language has been added to the final version of the protective covenants requiring that the Larkspur Community Association be responsible for maintenance and replacement, as applicable, of features included in the final *Site and Landscaping Plan* approved as part of the Final Plan.
9. Language has been added to the final version of the protective covenants within the list of responsibilities of the Larkspur Community Association acknowledging Colorado's "fence out" requirements, and placing responsibility for construction and maintenance of the fence with the Association.
10. Language has been added to the final version of the protective covenants that any construction must secure a Gunnison County Reclamation Permit, which may involve control of noxious weeds, subject to approval by the Gunnison County Public Works Department, and/or approval by the Gunnison Basin Weed Specialist.
11. A letter from the Crested Butte Fire Protection District has been submitted, approving the access and water supply plans for this development, subject to the condition that such approval is subject to the size and uses of the tennis/recreation center building remaining as proposed within the project description of this Final Plan. Should a proposal for a change in such size or uses occur in the future, the revised plans require review by the District, and would be subject to revised requirements for water supply and storage, and for access. Further, any such changes in plans for the tennis/recreation center building would require a Land Use Change Permit application and review.
12. The applicant has itemized a list of capital equipment to be provided by the applicant to the Larkspur Community Association, and that listing is included within the Development Improvement Agreement. The Colorado Department of Public Health and Environment's written directive following its receipt of final water court action on the Larkspur "water rights and other contractual issues" has been submitted as part of the Final Plan; as noted, the Department's review concludes that Larkspur and Whetstone Vista Estates are separate entities with respect to drinking water regulation. Based on the proposed population and number of service connections, Larkspur will be regulated as a public water system, and Whetstone will remain a private water system. At such time as conditions or elements of the system change from the description and plans included within the submitted Final Plan, such plans require additional review and permitting by Gunnison County, and would require review and approval by the Colorado Department of Health and Environment.
13. The *Larkspur Final Plan* complies with all applicable requirements of the *Gunnison County Land Use Resolution*.
14. The *Larkspur Final Plan* is compatible with the character of existing land uses in the development area, and will not adversely impact the future development of the development area.
15. Specific uses on all lots have been identified in the *Larkspur Final Plan*.
16. Phasing is not proposed as part of this application.
17. Pursuant to Section 16-117 of the *Gunnison County Land Use Resolution* a Development Improvement Agreement is required to be achieved during a Final Plan review, ensuring collateral and identified dates of completion to ensure the construction of: Roads, a potable water system, a water system for fire protection and landscaping, a sewer system, the installation of electrical, telephone and natural gas lines; and landscaping, as rendered within plans listed within the above "Documents Informing this Review and Action."

A draft Development Improvement Agreement has been submitted, and is subject to the conditions of this Decision.

DECISION:

The Gunnison County Board of Commissioners, having considered the submittals and record of the Larkspur Final Plan,, has reached the above Findings, and recommends that the Final Plan for LUC No. 2005-23 be approved with the following conditions:

1. That this Decision document be recorded as an exhibit to the required Certificate of Major Impact approval, to be recorded in the Gunnison County Clerk and Recorder's Office.
2. That the following be included within the Development Improvements Agreement between Gunnison County and Larkspur:
 - a. Payment of \$10,000.00 to Gunnison County for the improvements to the intersection located at Highway 135 and Brush Creek Road.
 - b. Conveyance of Lot EM3 to the Board of County Commissioners of the County of Gunnison, Colorado in fee simple by warranty deed.
 - c. The extension of utilities as detailed within the Development Improvement Agreement for the parcel of land identified in the records of the Gunnison County Clerk and Recorder's Office at Reception No: 486887, specifically installation of a 10" sewer pipe and sleeving for water, electric, natural gas and telephone lines.
 - d. Paving of the road from the southern edge of County Road 738 (Brush Creek Road) and Larkspur, dedicated to the public and identified in the records of the Gunnison County Clerk and Recorder's to a point identified within the Development Improvement Agreement; and
 - e. Road maintenance and snowplowing of the public right-of-way identified in the Development Improvements Agreement .
 - f. The purchase of an appropriate snow blower attachment and loader to be conveyed to the Larkspur Community Association, as required by the Development Improvements Agreement.
 - g. As appropriate, or if not appropriate within the DIA, then within another document satisfactory to the County Attorney, a process by which to ensure that the recreation center structure and environs will be maintained, whether the business(es) in it remain successful or not.
3. This Permit approval is subject to compliance with terms and conditions of a Reclamation Permit, subject to the approval of the Gunnison County Weed Coordinator.
4. This Permit Approval of this application is contingent upon compliance with all applicable federal, state, municipal and other permits required for construction following approval.
5. At such time as conditions or elements of the water system change from the description and plans included within the submitted Final Plan for Larkspur, such plans shall require additional review and permitting by Gunnison County, and would require review and approval by the Colorado Department of Health and Environment.
6. Essential housing lots shall not be sold until deed restrictions governing essential housing are approved by the County Attorney and by the Board of Commissioners. Such deed restrictions shall be imposed upon the lots designated as essential or "E" lots on the *Plat of Larkspur*.
7. This approval is subject to approval by the County Attorney that title work on Lot EM3 shows the title to be free and clear of liens and encumbrances.
8. Each owner and lien holder shall execute the Dedication of the *Plat of Larkspur*.
9. This approval is subject to approval by the County Attorney of the Special Warranty Deed, selling and conveying all applicable water rights from Brush Creek Holdings, LLC to the Larkspur Community Association, Inc., dated August 1, 2006.
10. This approval is subject to receipt of a copy of an applicable Augmentation Certificate documenting that 32 base units (1.6 acre-feet) has been purchased by Garland Properties, Inc. to provide water service from Meridian Lake Reservoir from the Upper Gunnison River Water Activity Enterprise, as referenced within a

July 31, 2006 letter from John H. McClow, General Counsel for the Upper Gunnison River Water Conservancy District.

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**DECLARATION OF
PROTECTIVE COVENANTS
LARKSPUR**

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DECLARATION OF PROTECTIVE COVENANTS
LARKSPUR

ARTICLE I
INTRODUCTION

This instrument contains the effective protective covenants for all lands within LARKSPUR, in Gunnison County, Colorado, which lands are more specifically described on Exhibit "A" attached hereto.

Garland Properties, Inc., Gary F. Garland and Derek Taaca, hereafter termed "Declarants" are the owners of all that real property above described within LARKSPUR.

The Declarants hereby make, declare, and establish the following limitations, restrictions, and uses upon and of all real property contained within LARKSPUR as restrictive and protective covenants running with the land, binding upon the Declarants, the Larkspur community Association, and upon all persons or entities claiming by, through, or under them and upon all future owners of all or any part of the real property with LARKSPUR so long as these restrictions remain in effect.

ARTICLE II
STATEMENT OF PURPOSE AND DECLARATION

Section 1.1 Ownership of Property. Declarant is the owner of the real property ("Property") situate in Gunnison County, Colorado, described as follows:

The Real Property, together with all improvements situate thereon, as set forth on attached Exhibit A,

Together with all water rights as set forth on attached Exhibit B.

Section 1.2 Declaration of Covenants. Declarant hereby makes, declares and establishes the following covenants, restrictions and easements which shall affect the Property. This Declaration of Protective Covenants shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Lots, tracts or parcels thereof, their heirs, successors and assigns and their employees, guests and invitees and shall inure to be for the benefit of each Owner of a Lot within the Property.

Section 1.3 Common Interest Community. Declarant further declares the Property to be a Common Interest Community in accordance with the Colorado Common Interest Ownership Act. The annual average common expense liability of each Lot, exclusive of optional user fees and any insurance premiums paid by the Association, as defined below, will not exceed \$600.00 and pursuant to Colorado Revised Statutes Section 38-33.3-116, is therefore exempt from the provisions of the Colorado Common Interest Ownership Act, except only for Sections 38-33.3-105, 38-33.3-106, and 38-33.3-107. If the annual average common expense liability of each Lot, exclusive of optional user fees and any insurance premiums paid by the

Association, should ever exceed the statutory maximum amount for exemption from full conformance with the Colorado Common Interest Ownership Act, then the Association will fully conform with the provisions of the Colorado Common Interest Ownership Act.

Section 1.4 Purpose of Covenants. It is the intention of the Declarants, expressed by their execution of this instrument, that the real property above described be developed and maintained as a highly desirable rural residential, commercial, and recreational area. It is the purpose of these covenants that the present natural beauty, the natural growth and native setting and surroundings of LARKSPUR, and the property values and amenities therein shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument, and that high standards of architectural quality and landscape design be maintained.

In order to carry out these purposes and intents, the Declarants have incorporated the LARKSPUR Community Association under the laws of the State of Colorado and have delegated and assigned thereto the powers of maintaining, administering and enforcing the covenants and restrictions and governing design control within LARKSPUR, as hereafter set forth.

Garland Properties, Inc., hereby reserves the right at any time after the date of recording hereof, to include additional property within the operation of this Declaration of Protective Covenants by the platting of record in the office of the Clerk and Recorder of Gunnison County, Colorado of such additional property, which shall be denominated as either "LARKSPUR", Phase II or some other name, and by a reference to a supplemental filing or filing number, and by execution by Garland Properties, Inc. and recording thereof in the office of the Clerk and Recorder of Gunnison County, Colorado of a supplement or supplements hereto which certifies that by its dedication of the lands therein platted, it subjects the same to the full operation and effect of this Declaration of Protective Covenants as then in force as the same may have been amended and to the Design Guidelines adopted by the LARKSPUR Community Association.

ARTICLE III DEFINITIONS

As used herein, the following words and terms shall have the following meaning:

1. **Association** LARKSPUR Community Association, a Colorado non-profit corporation, has been formed for the purpose of enforcing these covenants and adopting and enforcing Design Guidelines and for the implementation hereof. This entity may also be referred to as the LARKPSRUR Homeowners Association.
2. **Association Lot** That lot designated on the plat preceded by an "A". This lot is for the purpose of maintenance, offices, garages, and one employee unit to be owned and used by Larkspur Community Association.
3. **Basement** That portion of the structure primarily sub-grade as defined by the Uniform Building Code.
4. **Gunnison County** The Board of County Commissioners, Gunnison County, Colorado.

5. Design Review Board (DRB) A committee of up to five (5) members appointed by the Board of Directors of the Association responsible for carrying out the duties, responsibilities, and enforcement of the Design guidelines.

6. Design Guidelines A separate document entitled LARKSPUR, Design Guidelines, which contains specific requirements and restrictions for building design and location, building materials, minimum and maximum square footage and other requirements which may, from time to time, be amended, modified, or changed by the Board of Directors of the LARKSPUR Community Association.

7. East River Regional Sanitation District (ERRSD) The entity supplying sanitary sewer service to LARKSPUR.

8. Essential Single Family Lot A lot designated on the recorded plat of LARKSPUR by the letter "E" followed by the lot number, which can be used solely for residential purposes and upon which not more than one residential building containing not more than one primary dwelling unit, together with not less than one attached two-car garage may be constructed. These lots are deed restricted and are subject to rules and restrictions imposed and enforced by Gunnison County.

9. Essential Multi Family Lot A lot designated on the recorded plat of LARKSPUR by the letter "EM" followed by the lot number, which can be used solely for residential purposes and upon which not more than one residential building containing not more than four primary dwelling units (4-plex lots), and one residential building containing not more than two primary dwelling units (duplex lots), together with not less than two attached two-car garage for each unit may be constructed. These lots are deed restricted and are subject to rules and restrictions imposed and enforced by Gunnison County.

10. Garland Properties, Inc., a Colorado Corporation, formed for the specific purpose of planning, subdividing, and developing LARKSPUR, and other properties. Until such time as the LARKSPUR Community Association is officially formed, Garland Properties, Inc. will be responsible for development of all roads, utilities, utility easements, open space, and recreation amenities within the boundaries of LARKSPUR.

11. General Use Requirements Guidelines stating allowed or prohibited uses, as set forth in Article VI of this document.

10. Gross Residential Floor Area (GRFA) The usable interior floor space within dwelling units, excluding all exterior walls, porches, carports, garages, decks, basements, areas less than 5 feet in finished height and floor areas less than 7 feet finished width in any dimension. Square footage of stairs count on each floor minus space under the stairs that is less than 5 feet in height.

11. LARKSPUR All lands included within the boundaries of LARKSPUR, Gunnison County, Colorado, as shown on the plat thereof bearing Reception No. 568254 in the office of the Gunnison County Clerk and Recorder.

12. LARKSPUR Water Association (LWA) A sub-committee of the LARKSPUR Community Association that is responsible for supplying, administering and treatment of potable, non potable, and water for fire protection water to the Association, and lands outside of Larkspur pursuant to Article XIII, paragraph 3 of these Protective Covenants.

13. Maintenance Lot Lot number shall be preceded by an "A". A tract designated on the recorded plat of LARKSPUR as "Maintenance" and which shall be used for offices, enclosed storage, repair, and maintenance of all equipment and supplies of the LARKSPUR Community Association. A maximum of one employee residence unit is also allowed on this lot.

14. Open Space All that area within LARKSPUR designated on the recorded plat of LARKSPUR as "Open Space". All Open Space areas shall either remain in their natural condition or may be improved by the LARKSPUR Community Association as park, underground utility and recreation areas. All Open Space areas shall be available for use by all residents of the LARKSPUR Community Association and their guests and invitees in accordance with the rules and regulations of said Association.

15. Open Space Restrictions Limitations on the use of Open Space areas and guidelines for management of these areas, as set forth in Article VIII of this document.

16. Operation and Maintenance Requirements Requirements covering post-design factors and activities, such as construction, site maintenance, garbage and trash removal, recreational activity restrictions, and environmental performance requirements, as set forth in Article VII of this document.

17. Owner The owner of record of a fee simple title to any tract, or unit in LARKSPUR.

18. Parks Any areas designated on the final plat of LARKPUR as "public parks" shall be open for use of the general public in addition to those residing in LARKSPUR.

19. Recreation Lot A lot designated on the recorded plat of LARKSPUR by the words "Recreation Tract" preceded by an "R" followed by the tract number, which can be used for recreational purposes including tennis facilities, both indoor and outdoor, clubhouse, health club, swimming center, bathrooms and showers, climbing wall, batting cages, golf practice area, basketball courts, pro shops, parking, food and bar service, and accompanying offices and services. One employee residence may also be built on this lot. Said tract may be resubdivided by the owner thereof into a maximum of three units without obtaining the consent of the LARKSPUR Community Association or the owner of any lot, tract, or unit within LARKSPUR, upon compliance with the terms and conditions of the Gunnison County Land Use Resolution in effect upon the date of such resubdivision.

20. Single Family Lot A lot designated on the recorded plat of LARKSPUR by the letter "S" followed by the lot number, which can be used solely for residential purposes and upon which not more than one residential building containing not more than one primary dwelling unit, together with not less than one attached two-car garage may be constructed.

21. Tap Fees Those fees paid to either the East River Regional Sanitation District or the Larkspur Water Association for providing sewer and water services respectively.

22. Tracts or Lots Those tracts or lots designated on the recorded final plat of LARKSPUR, as either single family lots, multi-family lots, maintenance, or recreational lots.

23. Unit Any condominium or townhouse unit created by resubdivision of either the Recreation Lot or any Essential Multi-Family Lots.

ARTICLE IV LARKSPUR COMMUNITY ASSOCIATION

1. Formation and Purpose The LARKSPUR Community Association has been formed for the purposes of promoting the health, safety, welfare and tranquility of the residents of said real property. In connection therewith, LARKSPUR Community Association is charged with the responsibility for enforcement of the Declaration of Protective Covenants for LARKSPUR and all Design Guidelines adopted pursuant to authority granted under this Declaration of Protective Covenants for LARKSPUR, and shall have all rights necessary or incidental to the accomplishment of its expressed or implied purposes.

2. Membership Every person or entity who is a record Owner of a fee or undivided fee interest in any lot, tract or unit within LARKSPUR, shall automatically be a member of the LARKSPUR Community Association; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from record ownership of any property subject to the Declaration of Protective Covenants for LARKSPUR.

3. Voting Rights For purposes of voting, the Association shall have one class of voting membership, which shall consist of all record owners of a fee or undivided fee interest in any lot, tract, or unit which is subject to this Declaration of Protective Covenants who have paid all duly authorized assessments of the Association.

Members shall be entitled to vote as follows:

- 1 vote per each single family lot.
- 1 vote per each essential single family lot.
- 1 vote per each recreation tract, plus one additional vote for each condominium unit thereon for which a certificate of occupancy has been issued.
- 1 vote per each unit in essential multi family units for which a certificate of occupancy has been issued.

4. Powers The Board of Directors of LARKSPUR Community Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts in exercise thereof consistent with the purposes and objects of the Association, as set forth in its Articles of Incorporation, its Bylaws, and the Declaration of Protective Covenants for LARKSPUR. Subject only to the limitations on the exercise of such powers and duties as are expressly set forth in its Articles of Incorporation, its Bylaws and the Declaration of Protective

Covenants for LARKSPUR, the Association's powers and duties shall include, but not necessarily be limited to:

- a. Exercising all powers, duties and authority vested in or delegated to the Association and not reserved to the membership of the Association by other provisions of its Articles of Incorporation, its Bylaws, or the Declaration of Protective Covenants for LARKSPUR.
- b. Enforcing the Declaration of Protective Covenants for LARKSPUR, and adopting and enforcing the Design Guidelines.
- c. Imposing a reasonable Non-Compliance Assessment for violation of the Declaration of Protective Covenants and Design Guidelines adopted by the Association.
- d. Authority to approve or disapprove any and all types of construction within LARKSPUR; this authority may be delegated to the Design Review Committee.
- e. Fixing, levying, collecting and enforcing all assessments, as provided for herein;
- f. Entering upon any property, without liability, to any Owner for trespass, damage or otherwise, for the purpose of maintaining or repairing the property in the manner required by the Declaration of Protective Covenants if the Owner thereof, after reasonable notice, and an opportunity to correct the non-compliance, fails to maintain and repair the property as required by the Declaration of Protective Covenants and the Design Guidelines.
- g. Commencement and maintenance, in its own name, on its own behalf, or in the name and on behalf of any Owner or Owners who consent thereto, of suits and actions to restrain and enjoin any breach or threatened breach of the Declaration of Protective Covenants, or the Design Guidelines, and enforcement by mandatory injunction or otherwise, of all of the provisions of the Declaration of Protective Covenants or the Design Guidelines.
- h. Preventing the maintenance of nuisance and impairment of the attractiveness and value of property within LARKSPUR; and
- i. Exercising any and all powers granted to the Association by the Colorado statutes governing the formation and operation of non-profit corporations.

5. Composition of Board of Directors The Board of Directors of LARKSPUR Community Association shall consist of five members, each of whom shall be entitled to vote on all matters submitted to the Board for resolution.

6. Design Guidelines The Association, acting through its Board of Directors, and subject to the provisions of the Declaration of Protective Covenants, may adopt Design Guidelines consistent with the expressed or implied purposes of the Declaration of Protective Covenants and the Association, which govern, but need not necessarily be limited to: use of real property within LARKSPUR, general conduct of Owners, members of their immediate family, and their guests and invitees, pet control, noxious, offensive or dangerous activity; nuisances; property maintenance; services; financial matters; enforcement of the Declaration of Protective Covenants; building and landscaping control and design and construction matters as set forth in Article VI.

Prior to the amendment or repeal of any existing Design Guidelines, the Board shall give

notice of the proposed action to all Owners and provide to those Owners an opportunity to submit view or otherwise participate informally in conferences relative to the proposed actions. Notice of the proposed action shall be published once a week for two successive weeks in any newspaper of general circulation within Gunnison County, Colorado. In lieu of the publication requirement, the Board may direct notice be given by posting in no less than three (3) prominent places within LARKSPUR. Any such notice shall state the time, place and nature of the proceedings, which shall not be held less than five (5) days after the last publication is given, or, if appropriate, twenty (20) days after posting, the authority under which the action is proposed, and either the terms or substance of the proposed Design Guidelines, amendment thereof, or a description of the subjects and issues involved. At the time and place specified in the notice, the Association shall hold a public hearing at which it shall afford interested persons an opportunity to submit written data, views, or arguments and to present the same orally unless the Board deems it unnecessary. The Board shall consider the submissions prior to taking any action. In the event the Board acts as initially proposed, the action taken shall become effective immediately thereafter. In the event of any material revisions made by the Board to the proposed actions subsequent to the giving of notice to Owners, as provided hereinafter, as a result of Owner comment or otherwise, the proposed actions, as revised, shall become effective immediately after the Board votes to adopt same and gives notice to each owner of such revisions, in the manner provided above.

Temporary or emergency amendments to the Design Guidelines may be adopted without compliance with the foregoing procedures, without notice, where no less than three of the five members of the Board find that immediate adoption of such Design Guidelines or amendments thereto is imperatively necessary for the preservation of Owner health, safety and welfare, and compliance with the procedures set forth above would be contrary to Owner interest. Notice of such findings and a statement of the reasons for the action shall be promptly given to each Owner together with the terms and substance of the temporary or emergency Design Guidelines or a description of the subjects and issues involved. Any temporary or emergency Design Guidelines or amendments thereto shall become effective upon adoption by the Board or on such a later date as is set forth in the temporary or emergency Design Guidelines or amendments thereto and shall be in full force and effect from that date for a period not to exceed three months, unless during that time the temporary or emergency Design Guidelines so adopted are made permanent by compliance with the provisions contained herein relating to the adoption of Design Guidelines other than temporary or emergency Design Guidelines.

The Design Guidelines adopted hereunder shall be certified by the Secretary or Assistant Secretary of the Association, and shall be on file in the office of the Association and available for inspection by any owner, prospective owner, or mortgagee of any property within LARKSPUR, during normal business hours. Said Design Guidelines shall have the same force and effect as if the same were set forth in and made a part of these Protective Covenants, without the necessity of amending these Protective Covenants.

7. Assessments The Association, acting through its Board of Directors, is further charged with the responsibility of, and is granted the authority for enacting, adopting and enforcing assessments of the following classifications, including amendments or supplements thereof:

- a. Association Dues Assessment An Association Dues Assessment, based upon a budget developed by the Association Board, will be levied upon all Owners subject to this

assessment for the purpose of generating sufficient revenues to pay and discharge anticipated operational and maintenance expense. In developing the budget, the Board of Directors shall take into consideration all expenses which are reasonably foreseeable, and which are deemed to be necessary, prudent and desirable, for the purpose of performing the Association's duties and obligations under the Covenants and such Design Guidelines as may be adopted by the Association. Those expenses, which are deemed to be necessary, prudent and desirable may include, but not necessarily be limited to: (1) real property taxes on any property owned by the Association; (2) reasonable insurance coverage, including liability insurance for directors, agents and employees of the Association; (3) legal, accounting and audit fees; (4) salaries and utility costs for security; (5) capital projects of a general Owner benefit and reserves therefore; (6) office salaries; (7) payroll taxes and workmen's compensation; (8) contract labor; (9) office rent, utilities, supplies, postage and expenses; (10) printing; (11) directors' reimbursable expenses; (12) reasonable directors' fees; (13) design committee expenses; and (14) a reasonable reserve for contingencies. All essential lots and/or essential units shall be charged an initial assessment fee equal to fifty (50) percent of that assessment all non-essential lots and units. Any general assessment, special assessment, or any other assessed charge for all essential housing lots and units shall be subject to an annual assessment increase limitation equal to 3% of the prior year's general annual assessment for the essential housing lot or unit.

- b. Non-Compliance Assessment Should any Owner cause or allow to be caused any violation of the Declaration of Protective Covenants or any Design Guidelines adopted under the power and authority granted herein, and allow such violation to continue after written notice to such owner and the expiration of a reasonable time in which to comply, as set forth in the written notice, a Non-Compliance Assessment may be levied by the Board against such Owner. The amount of any such assessment may include: (1) costs incurred by the Association in attempting to secure compliance, including reasonable attorney's fees; and (2) non-compliance penalties in such amounts as may from time to time be established by the Association's Board of Directors.
- c. Emergency Assessments In addition to the specific assessments provided for herein, the Association, acting through the concurrence of at least four of the five members of the Board, may adopt, levy and enforce such emergency assessments as may be deemed necessary for the preservation and protection of the property subject to the Declaration of Protective Covenants.

The Association Dues Assessment shall be levied on an annual basis, but may be supplemented from time to time by the Board if necessitated by inadequate working capital, and all other assessments provided for herein shall be levied from time to time when and as determined by the Board of Directors of the Association in accordance with the Declaration of Protective Covenants, and the Association's Article of Incorporation, its Bylaws, and its Design Guidelines.

Written notice of all assessments and amended or supplemental assessments shall be sent to every Owner subject thereto as soon as the amounts are determined, which notice shall specify due dates and available payment options, as determined in the sole discretion of the Board of Directors of the Association. If an assessment is not paid when due, then such assessment shall become delinquent and shall, together with interest

thereon and cost of collection thereof, including reasonable attorney's fees, become a continuing perpetual lien on the real property to which the assessment relates, which shall, except as hereinafter provided, bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. In addition to such lien rights, it shall be the personal obligation of the then Owner or Owners (jointly or severally) to pay any such assessment and such personal obligation shall continue even though the Owner's interest in the lot or unit shall be transferred.

All sums assessed to any Owner pursuant hereto, together with interest thereon at a rate not to exceed eighteen percent (18%) per annum, shall be secured by a lien on the Owner's real property in favor of the Association upon recordation of the notice of assessments as herein provided. Such lien shall be superior to all other liens and encumbrances on such real property except for: (1) valid tax and special assessment liens on the real property in favor of any governmental assessing authority; (2) a lien for all sums unpaid to any first mortgagee with a prior duly recorded lien, including all unpaid obligatory advances to be made pursuant to such mortgage, and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (3) labor or materialman's liens, to the extent permitted by law. All other lienors acquiring liens on any real property subject to this Declaration shall be deemed to consent that such liens shall be inferior to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instrument creating such lien.

To evidence a lien for sums assessed pursuant hereto, the Association shall prepare a written notice of assessment lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, a description of the real property to which said assessment relates, and the name of the record Owner of that real property. Such a notice shall be signed on behalf of the Association and shall be recorded in the office of the Clerk and Recorder of Gunnison County, Colorado. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure sale of the property by the Association in the same manner in which mortgages on real property may be foreclosed in Colorado, or in any other manner now or hereafter permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment lien and a release thereof, and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments, including interest, against the real property which shall become due during the period of foreclosure, which amounts may be claimed in any proceeding for collection and included within the bid at any foreclosure sale without the necessity of filing additional notices of assessment. The Association is expressly authorized to bid at any foreclosure sale or other legal sale, and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with any real property so acquired, in the same manner as an Owner. A further notice stating the satisfaction and release of any such lien shall be executed on behalf of the Association and properly recorded in the real property records of Gunnison County, Colorado upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on real property subject hereto may pay, but shall not be required to pay, any amount necessary to release such lien. All rights of such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall report to any encumbrancer of real property any unpaid assessment or other default remaining unpaid or uncured for longer than sixty (60) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

The amount of any assessment provided for herein against any real property subject hereto shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation, together with costs and reasonable attorney's fees, may be maintained by the Association without foreclosing or waiving the lien securing payment of same. No Owner may avoid or diminish such real property or personal obligations by waiver of the use and enjoyment of any of his real property or by abandonment of his real property.

Upon receipt of written request from any Owner, mortgagee, prospective mortgagee, or prospective purchaser of real property subject hereto, the Association shall furnish a written statement of account relating to said real property and setting forth: (1) the amount and nature of any delinquent assessments; and (2) the amount of any advanced payments made, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request shall be complied within thirty (30) days after receipt of same, all unpaid Association Dues Assessments which become due prior to the date of such request and which are attributable to said real property shall be subordinate to the rights of the person requesting such statement. A reasonable service fee in any amount necessary to reimburse the Association for its expense, as determined from time to time by the Board, shall be paid for furnishing the statement of account.

Subject to the provisions contained within the preceding paragraph, a purchaser of real property subject hereto, except for any first mortgagee who comes into possession of any real property subject hereto pursuant to the remedies provided in its mortgage, or becomes an Owner of any real property subject hereto pursuant to foreclosure of its mortgage or by the taking of a deed in lieu thereof, shall be jointly and severally liable with his seller for all unpaid assessments against said real property so acquired which were incurred prior to the time of the grant or conveyance, without the prejudice to the purchaser's right to recover from his seller the amount paid by the purchaser for such assessment.

In addition to the penalties imposed above for failure to pay assessments imposed by the Association when due and owing, the Board may suspend voting rights of any Owner failing to pay such assessment when due and owing, may preclude participation in any meetings of the Association, its Board of Directors or its Design Review Committees by the Owner failing to pay such assessment when due and owing, or members of his immediate family.

**ARTICLE V
DESIGN REVIEW AND APPROVAL**

1. Design Review Committee The Design Review Committee shall consist of a group of five persons, who may also be members of the Board of Directors of the LARKSPUR Community Association, or who shall be appointed by the Board of Directors for terms not to exceed five years. The Design Review Committee shall have and exercise all of the powers, duties and responsibilities set forth in this instrument, and shall enforce the provisions of this covenant.

2. Conduct of Business The Design Review Committee shall meet at the convenience of its members or may conduct its business by mail or telephone as often as necessary to transact its business. If the Design Review Committee consists of appointees members shall, at all times, be responsible to the Board of Directors of the LARKSPUR Community Association.

3. Design Guidelines The LARKSPUR Community Association will adopt and publish a document entitled "LARKSPUR, Design Guidelines". Said Design Guidelines will be based upon the content of this instrument, however, the content of the Design Guidelines will be more specific and detailed than this instrument. In the event of any conflict between this instrument and the Design Guidelines, the provisions of this instrument shall govern.

The Design Guidelines will cover, without limitation, the following areas of interest:

- Improvements on single family lots.
- Improvements on essential single family lots.
- Improvements on recreational tracts.
- Improvements on maintenance tracts.
- Improvements on essential multi family lots.
- Setbacks and easements.
- Clearing of trees and vegetation.
- Screening and landscaping.
- Drainage.
- Grading.
- Driveways.
- Parking.
- Open space and parks.
- Construction Rules.

**ARTICLE VI
GENERAL USE REQUIREMENTS AND RESTRICTIONS**

1. Land Use No lands within LARKSPUR shall ever be occupied or used by or for any structure or purpose or in any manner which is contrary to the land use indicated on the final plat recorded in the office of the Gunnison County Clerk and Recorder on August , 2006 and defined herein. All lots and tracts within LARKSPUR shall be designated as one of the following uses on the final plat as recorded with Gunnison County. Said lots and tracts shall

only be used in the manner specified herein, subject to the provisions of this instrument and other regulations which may from time to time be adopted by the LARKSPUR Community Association. **Prior to construction, an application must be made to Gunnison County for a building permit, and if applicable, for a Land Use Change. That residential building permit must comply with all applicable building and other codes, resolutions, ordinances, and regulations adopted and amended by Gunnison County and must also comply with any applicable energy and resource conservation standards required at that time by Gunnison County. Applicants for any building permit must also secure a Gunnison County Reclamation Permit, which may involve control of noxious weeds, subject to approval by the Gunnison County Public Works Department, and/or approval by the Gunnison Basin Weed Specialist. Any changes to the erosion control and grading/drainage standards included in Larkspur Design Guidelines requires prior written approval by Gunnison County.** Allowable land uses for the lots and tracts within LARKSPUR are:

- A. **Single Family Lot** Those lots designated on the plat and preceded by an "S". One residential building containing one primary dwelling unit. Not less than one double car attached garage with doors is required for each single family lot. More than two garages are allowed. No detached outbuildings are allowed.
- B. **Essential Single Family Lot** Those lots designated on the plat preceded by an "E". One residential unit containing one primary dwelling unit. These lots are deed restricted in their nature per Gunnison County Housing Authority Guidelines. Not less than one double car attached garage with doors is required for each essential Single Family Lot. No detached outbuildings are allowed.
- C. **Essential Multi-Family Lot** Those lots designated on the plat preceded by an "EM". These lots are deed restricted in their nature per Gunnison County Housing Authority Guidelines. Not less than one double car attached garage with doors is required for each dwelling unit built on these lots. No detached outbuildings are allowed. No unit built on any of these lots may be long term or short term rented.
- D. **Recreation Lot** The Recreational Lot shall have permitted uses of tennis facilities, both indoor and outdoor, clubhouse, health club, swimming center, bathrooms and showers, climbing wall, batting cages, golf practice area, basketball courts, pro shops, parking, food and bar service, and accompanying offices and services. There shall be allowed one employee residence unit per Recreational lot. This unit shall be for the use of persons employed within the boundaries of LARKSPUR. Ownership of, and development on, the parcel designated as "Recreation Parcel" (Lot No.R-1) on the within plat shall be by a third party, unrelated to the owners of lots in LARKSPUR. The lot owners of other lots and the Homeowners Association shall NOT be burdened with the construction, operation or maintenance of the recreational and other facilities on said parcel nor of the costs related thereto. This lot can be re-subdivided into a maximum of three condominium units provided one of the units is an employee housing unit. If no employee unit is included then only two condominium units are allowed. No townhomes are allowed.

- E. **Association Lot** That lot designated on the plat preceded by an "A". This lot is for the purpose of maintenance, offices, garages, and one employee unit to be owned and used by Larkspur Community Association.
2. **Basements** Each structure will be allowed to have a basement. Square footage of any basement that is proposed to be 'built out' as part of the original building permit application shall be included in the total residential square footage allowed under these covenants. Any basement that is originally proposed as 'unfinished' shall not be included in the total square footage for purposes of the original building permit application and calculating overall total square footage.
3. **Building Height** No building within LARKSPUR may exceed 30 feet in height. The maximum height of houses on E8, S9 and S11 is twenty-two (22) feet.
4. **Building Size** The total GRFA or all single family lots, essential or otherwise shall not be less than 800 square feet and not more than 4000 square feet. Buildings of more than one story shall have a main floor footprint, as determined by the Design Review Committee, including garage, of not less than 800 square feet. The maximum GRFA for the entire structure on the essential duplex lot shall be 3600 square feet. The maximum GRFA for the structure on each essential fourplex lot shall be 4400 square feet. The maximum total square footage of all structures on the Association/Maintenance Lot shall be 8000 feet. The maximum size of all structures on the Recreation Lot shall be 39,000 square feet.
5. **Resubdivision** No single family lot or essential single family lot shall ever be resubdivided into smaller tracts or lots. The Recreation Lot may be further subdivided into a maximum of three units in accordance with the procedures set forth in this instrument and the Gunnison County Land Use Resolution. The essential multi-family lots and recreational lot may only be re-subdivided and condominiumized after the actual units are constructed.
6. **Mining, Drilling, or Quarrying** No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas minerals, gravel, sand, rock, or earth, or geothermal resources shall ever be permitted within LARKSPUR except as required for soils and geology investigation required by this instrument, or during construction of approved improvements.
7. **Nuisance** No unsightly objects, activities or noises shall be erected or permitted on any lot or tract, and nothing shall be done or permitted which may be or become an annoyance or nuisance to other residents.
8. **Signs** No signs, including without limitation, advertising signs, "for sale" signs, or billboards shall be erected or permitted on any lot or tract in LARKSPUR. Signs reasonably required within a Recreational Tract must be approved by the Design Review Committee prior to installation. Exception: The developer of Larkspur is permitted to place any sign it deems necessary, even "for sale" signs for a period of 4 years from filing of these covenants. Installation of signs requires compliance with Gunnison County Land Use Resolution and may require a Gunnison County Sign Permit, pursuant to LUR Section 13-109: Signs.

- 9. Animals** No animals or poultry shall be kept in LARKSPUR except ordinary household pets (normally maintained within a dwelling) belonging to a property owner or resident. The LARKSPUR Community Association may require any owner or resident to remove any animals that are in violation of this provision. All dogs must be kept in a dog run area, on a leash or chain, or under direct control of a person at all times. Not more than two domestic household pets shall be permitted per dwelling unit. The owner of any pet shall at all times be personally liable and responsible and liable for all actions of any pet and any damage caused by that pet. No pet shall create a nuisance or noise problem within LARKSPUR. The owner of any pet shall be personally responsible for the clean up of any excrement left by any such pet left within LARKSPUR.
- 10. Water Wells** There shall be no water wells drilled or placed on any lot or tract within LARKSPUR, excepting as may be required by the LARKSPUR Community Association or the LARKSPUR Water Association. All units or structures requiring non-potable or yard water must connect to the central nonpotable water system supplying LARKSPUR.
- 11. Sewage Disposal** There shall be no individual septic or cesspool type sewage systems constructed within LARKSPUR. All units or structures requiring sewage disposal must connect to the central sanitary sewer system supplying LARKSPUR, or any successor area-wide sewage treatment facility.
- 12. Utility Lines** All water, sewer, gas, power, telephone, and cable television main, secondary, and service lines and cables installed within LARKSPUR must be buried underground and may not be carried on overhead poles or above the surface of the ground. No permanent improvements may be constructed upon any easements shown upon the recorded plat of LARKSPUR, except with the prior written consent of the LARKSPUR Community Association.
- 13. Tanks** No aboveground tanks of any kind shall be erected, placed or permitted within LARKSPUR. Any tank installed within LARKSPUR, including tanks for the storage of gasoline, propane, oil and water shall be completely buried in accordance with applicable building codes.
- 14. Firearms** No firearms, bows and arrows, crossbows, or other weapons or explosives of any kind or character may be discharged or utilized except in conjunction with construction approved by the Design Review Committee.
- 15. Vehicular Storage** No trailer, house trailer, mobile home, tent, truck, camper, boat, raft, motorcycle, snowmobile, motor home or other vehicle or vehicle type object shall be kept, placed or maintained upon any lot for longer than 48 hours except within a garage, nor shall the same be parked on any roads within LARKSPUR. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any work or improvement permitted under the Declaration of Protective Covenants or Design Guidelines.

16. Temporary Structures No accessory structure, teepee, or building shall be constructed, placed, or maintained upon any lot or tract prior to the construction of the main structure thereon; provided, however, that the provisions of this paragraph shall not apply to the association lot and other temporary construction shelters or facilities maintained only during and used exclusively in connection with the construction of the main structure of the residence.

17. Recreational Vehicles No trailer, automobile, truck or other vehicle or boat shall be constructed, reconstructed, repaired or stored except in an enclosed garage.

18. Clotheslines Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard designed in accordance with the Design Guidelines and shall not be visible from neighboring property or roads.

19. Mailboxes All mailboxes and newspaper receptacles shall conform to such criterion as is formulated by the Design Guidelines, and the location of mailboxes shall be as specified by the Design Review Committee.

20. Fireplaces No open fireplaces either indoor or outdoor are allowed in LARKSPUR. Solid fuel burning devices as approved by Gunnison County are limited to one per residence and will be allowed only if it is determined by the Design Review Committee that operation and approval with such devices will not adversely affect any neighboring properties. Chimineas and barbecues are specifically allowed provided they are not placed on or near flammable materials. EXCEPTION: Fires are allowed on the island of LARKSPUR Lake.

21. Exterior Fires There shall be no exterior fires whatsoever except barbecue and chimenea fires contained within receptacle therefore.

22. Exterior Antenna No exterior antenna of any type shall be permitted with the exception being satellite dishes less than 18 inches in diameter.

23. Camping Camping shall be prohibited anywhere within LARKSPUR. EXEPTION: Owners may cookout and camp on the island in LARKSPUR Lake provided such activity is for a period of less than 24 hours.

24. Garage Doors All garages must have doors which shall remain closed except when required to be open for entry or exit of vehicles or persons.

25. Unsightly Growth All Owners will be required to mow, cut, prune, clear, and remove from their land any unsightly brush, weeds, or other unsightly growth and further, to remove from their land any growth infected with noxious weeds or insects or contagious plant diseases, and to remove any trash which may collect or accumulate on their lots.

26. Solicitors Solicitors, peddlers, hawkers, itinerant merchants, and transient vendors of merchandise, shall not enter any lot or tract for the purpose of conducting their business, without prior request or invitation by the Owner of same or without written permission of DRB.

27. Larkspur Lake and Pond The Larkspur Lake and entry Pond are for the exclusive and beneficial use of Larkspur owners. Guests of owners may fish and otherwise use the Land and Pond only when accompanied by that Owner giving permission. No motorized watercraft are allowed on either the Lake or Pond. Boats may be used on the Lake as long as they are removed from the lakeshore at the end of each day's use. Fishing in the Lake is catch and release only. Only artificial flies may be used in the Lake, no lures or bait of any kind are allowed. The Pond near the entry of Larkspur is for children's fishing. Bait may be used in the Pond. Owners and their accompanied guests may keep no more than two fish daily out of the Pond and not more than 10 fish in any one season out of the Pond. Swimming is allowed in Larkspur Lake. All activities are done at the sole risk of the Owner. Declarants reserve the right, for themselves, their immediate families and accompanied guests, the right to fish the Lake and Pond regardless of their membership status in the Association.

28. Exterior Lighting All exterior lighting shall be shaded and shall be approved by the Design Review Committee for harmonious development and the prevention of lighting nuisances to other lots in LARKSPUR. Fixtures shall be full cutoff type and only shall direct light downward. No exposed or unshaded bulbs are allowed. All floodlights shall be connected to a timer or to a motion detection device. All outside lighting shall comply with these regulations in addition to those of Gunnison County in place at the time the permit is applied for. Ground mounted floodlighting is prohibited.

29. Driveways and Parking Access to primary dwelling units on all lots shall be by driveways that allow easy access to the road system. Where practical, gradients should be not greater than 4% along the driveway and no greater than 2% within 20 feet of the roadway shoulder. All driveways including that portion in the public road easement shall be paved in asphalt or concrete at the lot owner's expense at a minimum 16 foot width for all single family residential lots and a minimum of 20 feet width for multi family lots. Parking is only allowed on the roadways within Larkspur in the case of special events approved by the Association or during initial construction of the structure. Paving of driveway (whether new construction or existing construction) shall be the sole expense of the lot owner or lot developer. Lots S-1, S-10, and EM-3 must access from curved portions of the cul-de-sac and not adjoining roads. Adjacent lots may share a common driveway such as agreed to by owners of both lots through an easement stating such that is recorded prior to the time of granting a building permit for either structure. Once a common driveway easement is granted and recorded it must be used for access to both structures and both lots.

ARTICLE VII OPERATION AND MAINTENANCE REQUIREMENTS

1. Roads, Streets and Fire Hydrants The Association, for and on behalf of the Owners of the Lots within LARKSPUR, shall be responsible for the proper maintenance of all roads and drives within Larkspur and that portion of the public road which crosses the adjoining Gunnison County, et al, 13 acre parcel and which is identified by cross-hatching on attached Exhibit D, including the resurfacing, grading, drainage and snow removal thereof from roads and around fire hydrants, and including any construction after the initial construction by the Declarant.

2. Rubbish, Trash and Garbage Rubbish, garbage or other waste shall be kept and disposed of in a sanitary container. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a sanitary condition and shall be kept inside a building or an enclosed and screened structure. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises, except at such times as the same is being collected by the appropriate refuse collection company. Individual trash containers should be bear proof. Trash containers shall only be placed for pickup ON THE MORNING of pickup and must be removed from the pickup point by 6:00 p.m. on the day of pickup. Placement of containers for pickup the night before pickup is expressly prohibited. All rubbish and trash shall be removed from all lots and tracts in LARKSPUR and shall not be allowed to accumulate and shall not be burned or disposed of anywhere within LARKSPUR.

3. Damaged Structures Any dwelling unit or other structure damaged by weather, fire, flood, vandalism or in any other manner, shall be completely repaired, reconstructed or completely removed within a reasonable time frame as determined by the Design Review Board depending on the extent of the damage. In the event the structure or building is removed, the site must be cleaned of rubble, stabilized and landscaped to prevent erosion and to eliminate any unsightly appearance.

4. Failure to Maintain In the event the owner of any lot, tract, or structure within LARKSPUR shall fail to maintain his property or structure in a satisfactory manner, the Board of Directors of the LARKSPUR Community Association shall have the right, through its agents or employees, to enter upon said property and to repair, maintain and restore the property or structures to an acceptable condition. All costs incurred as a result of such action shall be borne by the owner of the lot, tract or structure, or shall become a lien on the property, in the same manner as is herein specified for non-payment of assessments.

5. Recreation Restrictions

- a. Cross country or any other form of skiing is prohibited in the travel lanes of any road or street owned, operated, or maintained by the LARKSPUR Community Association. Cross country skiing may be allowed in all open space, subject to certain restrictions and limitations that may, from time to time, be imposed by the Board of Directors of the LARKSPUR Community Association.
- b. The use of snowmobiles or other mechanized over-the-snow vehicles anywhere within LARKSPUR is prohibited, except as may be authorized by the Board of Directors of the LARKSPUR Metropolitan District for the purpose of cutting and packing cross-country ski trails, or used for other special events.
- c. No obstructions shall be allowed on any of the open space or recreation easements that will interfere with the ski, bicycling and pedestrian easement.

6. Landscaping, Weed Management and Control All lots and all landscaping thereon shall be maintained so as to be in compliance as set forth in Exhibit C, and as it may be amended. Landscaping shall be maintained by the Larkspur Community Association in a visually pleasing manner so as to not create a visible blight or nuisance.

7. **Fencing** In compliance with Colorado's 'Fence Out' requirements, the Larkspur Community Association shall maintain all existing and future fences on the perimeter of Larkspur separating lands of Larkspur from those adjoining properties.

8. **Landscaping and Common Areas** The Association shall be responsible for maintenance of all landscaping, landscaping features, open space, and other common areas within Larkspur.

ARTICLE VIII RESTRICTIONS ON OPEN SPACE

1. **Improvements** No improvements of any kind or nature shall be constructed or allowed to remain on any land designated on the recorded plat of LARKSPUR as Open Space except lakes and ponds, bridle paths, fences, trails, park facilities, water systems or similar improvements for the benefit of or use of all lot owners or residents of LARKSPUR. Any improvements to be made upon Open Space shall first be approved by the LARKSPUR Community Association, and shall conform and harmonize in appearance, siting and cost with the overall development scheme of LARKSPUR.

2. **Landscaping** No brush existing on any Open Space shall be felled or trimmed, no natural areas shall be cleared, nor shall any vegetation, rocks or soil be damaged or removed, nor any landscaping performed on any Open Space area unless first approved in writing by the Design Review Committee.

3. **Temporary Building** No temporary house, teepee, house trailer, travel trailer, recreation vehicle, horse trailer, tent, or other temporary or movable structure shall be placed, erected, or allowed to remain on any lot, tract or Open Space area without the written permission of the DRB.

4. **Ownership, Operation and Maintenance** All Open Space shall be owned, operated and maintained by the LARKSPUR Community Association. However, it is the intention of this instrument that all Open Space shall remain as such and shall at all times remain under the ownership of the Association and be available for use by the residents of LARKSPUR and their

ARTICLE IX RESTRICTIONS ON SINGLE FAMILY LOTS

1. Construction of a residence, or related improvements, on Lots S3,S4,S5,S6,S7,S8,S10, and S22, must commence on or before a date which is not later than three years following the date of recording of the deeds in connection with the closing of the purchase and sale of each of said lots. If such construction is not timely commenced on any of said lots, Declarant shall have the right to repurchase such lot for a price equal to the purchase price paid by such lot owner, not adjusted for tax prorations or other similar items, plus an amount equal to three percent (3%) per annum of such purchase price, not compounded. Such right to repurchase shall be prior to any liens that may be placed on such lot either at the time of the closing of the purchase and sale of

such lot or subsequent thereto. If the Declarant elects to exercise such right to repurchase any of said lots, it must furnish written notice of its intention to repurchase delivered to such lot owner not later than 90 days following the end of said three year period and by recording such notice in the office of the Gunnison County Clerk and Recorder. If the lot owner cannot be located, developer shall mail a copy thereof to the lot owner at his last known address. If such notice is not timely given, said lot shall no longer be subject to said right of repurchase. If the Declarant elects to repurchase said lot, it shall obtain a commitment for a policy of title insurance within 15 days following the date such notice of intention is recorded. If such commitment discloses any liens on such lot the amount of which is in excess of the amount of said repurchase price, developer shall notify the lot owner and the lien holder who shall have 30 days to make arrangements to release such lien. If satisfactory arrangements are not made within said 30 days period to satisfy any such lien at the closing, the Declarant shall deposit the amount of such purchase price with the title insurance company which issued the commitment with instructions to disburse the same to the lot owner and lien holder(s), as is appropriate, when it is satisfied that the title has been transferred to the Declarant free of all liens and encumbrances.

There shall be included in each of the deeds from the developer to the lot owners the following language relating to the provisions described above:

The within conveyance is subject to the provisions of Article IX, Section 1 of the Covenants relating to the requirement that the lot owner must commence construction of a residence, or related improvements, on the lot on or before a date which is not later than three years following the date of recording of the deeds in connection with the closing of the purchase and sale of said lot. The within conveyance is also subject to the provisions of Article IX, Section 2 of the Covenants relating to the restriction on resale of said lot until a date which is not earlier than three years following the date of recording of the deed in connection with the closing of the purchase and sale of said lot.

2. Lots S1,S2, S3,S4,S5,S6,S7,S8,S9 S10,,S11,S17,S18,S19,S21, and S22 may not be sold following their purchase from the developer until a date which is not earlier than three years following the date of recording of the deeds in connection with the original closing of the purchase and sale of each of said lots. The within restriction shall not be construed to prohibit a sale to the immediate members of the lot owner's family, to an entity owned by the lot owner or a transfer pursuant to an estate proceeding upon the death of the lot owner.

There shall be included in each of the deeds from the developer to the lot owners the following language relating to the provisions described above:

The within conveyance is subject to the provisions of Article IX, Section 2 of the Covenants relating to the restriction on resale of said lot until a date which is not earlier than three years following the original date of recording of the deed in connection with the closing of the purchase and sale of said lot.

**ARTICLE X
ASSOCIATION/MAINTENANCE PARCEL**

- 1. Restrictions on Resale** The Association Lot (Maintenance Lot) and/or any buildings constructed upon this lot including any employee unit may not be sold to any third party or entity by the LARKSPUR Community Association.
- 2. Exemption** This Association Lot shall not be charged or pay LARKPUR Community Association dues or be subject to Community Association assessments or liens.

**ARTICLE XI
TRAIL EASEMENT**

- 1. Dedication of Trail Easement** A 10 foot wide permanent easement, and a five foot wide permanent easement have been dedicated to the public on the plat along the western, southern and eastern boundaries of LARKSPUR. Such easements shall be used for walking or pedestrian use, horseback riding use, bicycling use and cross-country skiing use to access public lands or any dedicated public trail connecting LARKSPUR to other lands. Such easement and the dedication thereof shall become immediately effective at the time of filing of the Plat of LARKSPUR. Such easement shall be limited strictly to the use as set forth above and may not be used by motor vehicles or automobiles nor the parking thereof.

**ARTICLE XII
UTILITY EASEMENTS**

- 2.** All utility easements within LARKSPUR are for the benefit of all utility companies having installed utilities in such easements.
- 3.** All utility and other easements labeled on the LARKSPUR plat as "Limited Easements" are for future use and assignment by the Declarants and are the sole property of Declarants.
- 4.** Declarants reserve the right to assign and use both general and "limited" easements in the future for the purpose of extension and/or installation of utilities that will connect into the existing general utility easements within LARKSPUR. Said use and/or assignment by Declarants will be made without any compensation to LARKSPUR homeowners, LARKSPUR Homeowners Association or any other entity other than those made at the by direction of Declarants.

**ARTICLE XIII
WATER ASSOCIATION**

- 1.** The LARKSPUR Water Association ("LWA") is a sub-committee of the Larkspur Community Association that is responsible for supplying water, both potable and non-potable, and for fire protection to all lands and dwellings within LARKSPUR and those other units that are constructed on the Association/Maintenance and Recreation Parcels. The LWA may also be

required to serve lands outside the original Larkspur pursuant to paragraph 3 immediately below.

2. The LWA committee shall be appointed by the Board of the LARKSPUR Community Association. Board members may serve on both boards and will be appointed for a period of 2 years.
3. Declarants, without compensation to LWA, reserve the right to expand the water systems, both potable, non-potable, and fire protection to lands other than those designated in the original LARKSPUR plat. Expansion of the LARKSPUR water systems can take place upon happening of all of the following:
 - a. Declarants supply to the LWA new amounts of water, both legally and physically, in excess of those specified in Exhibit B.
 - b. Declarants pay all costs of any necessary upgrades to the LWA system that are needed or caused by said expansion.
 - c. That any new users pursuant to the expansion pay the same fees and charges as those owners/users are being charged at the time of expansion. Any changes in fees and other charges made after any expansion will apply to all the users, both original and new under the expansion.
4. Prior to final approval of any construction plans the applicant for said construction shall pay a tap fee to the LWA. Said tap fee shall initially be \$14,000 and may be increased or decreased in the future by the Board of Directors of the Larkspur. Said tap fee and any adjustments made thereto shall be collected and immediately distributed as follows:
 - a. The first \$10,000 shall be paid to Declarants.
 - b. The remaining amounts shall be retained by the LWA and used for operation and maintenance of the system or in any other manner deemed appropriate by the board of the LWA.
5. The LWA may also charge a monthly, quarterly or yearly fee for the supplying of water for potable, non-potable or fire protection uses. The fees for this service can be changed, with notice, by the Board of the LWA. Any owner that fails to pay these fees when due is subject to assessment and collection.

ARTICLE XIV INCLUSION OF ADDITIONAL LANDS

1. Declarants reserve the right to expand the Association and lands of LARKSPUR to include lands other than those specified on the original plat of LARKSPUR.
2. Any inclusion or addition of land will be made without compensation to and can be made without the permission of LARKSPUR Association or any other entity originally associated with LARKSPUR, provided that such inclusion or addition will not result in any additional expense to those lands or owners in the original LARKSPUR.

**ARTICLE XV
DOWNZONING**

Any of the essential duplex or essential multi-family lots may be downzoned. This downzoning, i.e., authorization to build less than two units on the duplex lot and less than four units on either of the fourplex lots, can be done at the sole discretion of the Gunnison County Housing Authority, and without permission of, or compensation to, the LARKSPUR Community Association.

**ARTICLE XVI
RESTRICTIONS ON ESSENTIAL (AFFORDABLE) LOTS**

This article affects, applies to, and restricts all building and structures on all Essential Single Family Lots, essential Duplex lots, and Essential Multi-Family lots which are identified as "E" lots on the Plat of LARKSPUR. There are certain restrictions placed on these lots by these Protective Covenants and also by Gunnison County. Gunnison County has certain covenants, guidelines and qualification restrictions as to who can own these lots and the buildings upon them. There are additional restrictions including, but not limited to, regarding resale, caps on appreciation, limitations on income and property owned by original buyers and potential buyers of resale. PRIOR TO PURCHASING one of the lots, the office of the Gunnison County Housing Authority should be contacted.

**ARTICLE XVII
SANITARY SEWER SERVICE**

- 1. ERRSD.** "ERRSD" shall mean the East River Regional Sanitation District. ERRSD has agreed to provide Larkspur with sewage collection and treatment services pursuant to its Rules and Regulations and this instrument.
- 2. Collection Lines.** "Collection lines" are all lines and facilities lying within Larkspur and between Larkspur and ERRSD's sewer mains, and shall have the same meaning as used in Section 2.10.2 of ERRSD's Rules and Regulations.
- 3. Obligations.** By purchasing property in Larkspur, owners agree to undertake certain duties, responsibilities and suffer certain assessments related to ERRSD's provision of service to Larkspur.
- 4. Rules and Regulations.** The Larkspur Community Association and its members acknowledge that their inclusion into ERRSD will obligate them to abide by ERRSD's Rules and Regulations as they presently exist or may be modified in the future.
- 5. Operations and Maintenance.** The Larkspur Community Association and its members acknowledge that ERRSD shall not be responsible for the operation, maintenance, or replacement of Collection Lines and facilities owned by the Larkspur Community Association and that the Larkspur Community Association shall bear the full responsibility for the operation,

maintenance, and replacement of the Collection Lines necessary to provide service to Larkspur. The Larkspur Community Association shall own all Collection Lines that serve Larkspur and be solely responsible for the collection, transportation, and delivery of sewage to ERRSD's system. These covenants require that the Larkspur Community Association establishes an annual budget sufficient to pay for the operation, maintenance, and replacement of the Collection Lines, make assessments annually to fund such budget, and annually to perform the work and expend the assessments raised for operating, maintaining, and replacing the Collection Lines. In the event that ERRSD determines, in its sole discretions, that the Larkspur Community Association has failed in any year to perform its obligation to operate, maintain, or replace the Collection Lines in the manner provided in ERRSD's regulations, ERRSD may, but has no obligation to, effect acts to operate, maintain, or repair Collection Lines within Larkspur and that ERRSD shall have the right to collect the full costs of such acts from property owners within Larkspur under ERRSD's authority to collect rates, tolls, fees and charges pursuant to C.R.S. § 32-1-1001.

6. Easements and Rights of Way. All Larkspur property owners shall permit ERRSD or its agents to enter upon their properties to operate, maintain, and replace any Collection Lines connected to the ERRSD system.

**ARTICLE XVIII
ENFORCEMENT, DURATION AND AMENDMENT**

1. Right of Enforcement The Declaration of Protective Covenants and the restrictions, covenants and conditions contained herein are for the benefit of the Owners, jointly and severally, and for the benefit of the Association and may be enforced by an action for damages, whether actual, punitive, or both, suit for injunction, mandatory or prohibitive or such other appropriate legal remedy as may be available, including reasonable attorneys' fees and costs incurred therein, instituted by one or more Owners, the Association, the Design Review Committee, LARKSPUR Water Association, Gunnison County, Colorado, individually or any combination thereof; provided, however, that prior to the commencement of any enforcement proceedings by an Owner, that Owner shall advise the Association Board in writing of the claimed violation, and the Board shall thereafter have a period of thirty (30) days in which to attempt to compel compliance or commence enforcement proceedings in its name. In the event the Association Board fails or refuses to act to remedy the claimed violations within the time period above specified, then and only then may an Owner, separately, and at his sole cost and expense, attempt to enforce the Declaration of Protective Covenants. No action shall be brought or maintained against the Board or members thereof in the event the Board elects to take no action with respect to alleged violations of the Declaration of Protective Covenants for LARKSPUR.

2. Covenants to Run With Land All of the articles contained within this instrument shall be a burden on the title to all of the lands within the boundaries of LARKSPUR, and the benefits thereof shall be guaranteed to the owners of all the lands within LARKSPUR, and the benefits and burdens of all said covenants shall run with the title to all of the lands in LARKSPUR.

3. **Terms of Covenants** All of the articles contained in this instrument shall continue for a period of at least thirty (30) years from the date of adoption. At the end of the thirty (30) year period these covenants shall be automatically renewed for an additional thirty (30) years unless the Board of Directors of the LARKSPUR Community Association elects to adopt a new or revised set of covenants, in which event it shall be subject to approval by Gunnison County.

4. **Amendment** The conditions, restrictions, stipulations, agreements and covenants herein contained, as well as the recorded plat of LARKSPUR, and any supplemental plats as specified in Article II hereof, shall not be waived, abandoned, terminated or amended except by an instrument setting forth the written consent of the then Owners of seventy-five percent of the lots and tracts within the subdivision and with the written consent of Gunnison County, which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado. Amendment of certain portions of the Design Guidelines for Larkspur may require the permission of Gunnison County. These include, but are not limited to, those provisions relating to parking, erosion control, drainage standards, and the Weed Management Plan. The declarants reserve the right to amend these covenants any time within one year of initial filing.

5. **Severability** Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, parts, or clauses, which shall remain in full force and effect.

6. **Adoption Clause** IN WITNESS WHEREOF, the foregoing Declaration of Protective Covenants, LARKSPUR, are hereby duly adopted, and shall continue for the original term.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Protective Covenants the day and year first above written.

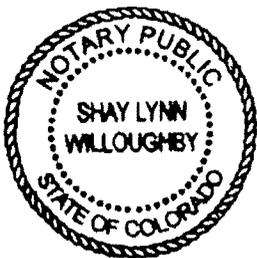
GARLAND PROPERTIES, INC.
a Colorado Corporation

By: *Gary F. Garland*
Gary F. Garland, President

STATE OF COLORADO)
) ss.
County of Gunnison)

The above and foregoing Declaration of Protective Covenants was acknowledged before me this 21st day of August, 2006, by Gary F. Garland as President of Garland Properties, Inc., a Colorado Corporation.

Witness my hand and official seal
My commission expires: 6/21/2010



Shay Lynn Willoughby
Notary Public

My Commission Expires 06/21/2010

EXHIBIT A

A tract of land within the E ½ of the NE ¼ of Section 12, Township 14 South, Range 86 West of the Sixth Principal Meridian, Gunnison County, Colorado; said tract being more particularly described as follows:

BEGINNING AT A POINT which is the southeast corner of the N ½ of the SE ¼ of the NE ¼ of said Section 12, from which the southeast corner of the NE ¼ of said Section 12, said corner being monumented by a 3" USGLO brass cap, bears S00°17'45"W a distance of 660.85 feet; thence the following courses:

- 1) S00°17'45"W a distance of 40.00 feet along the east line of said NE ½;
2. N89°11'05"W a distance of 1,327.61 feet to the west line of the SE ¼ of the NE ¼;
3. N00°17'44"E a distance of 40.00 feet to the southwest corner of the N ½ of the SE ¼ of the NE ¼ of said Section 12;
4. N00°00'14"W a distance of 660.54 feet to the northwest corner of said SE ¼ of the NE ¼;
5. S89°13'07"E a distance of 66.09 feet along the north boundary of said SE ¼ of the NE ¼ to the boundary of Gunnison County land as described in a Special Warranty Deed, said Deed having a Reception No. 488136 in the records of Gunnison County;
- Courses 6) through 18) are along the boundary of said Gunnison County land;
6. continue easterly along said line a distance of 43.82 feet;
7. N41°04'17"E a distance of 194.18 feet to a point of curve to the left;
8. along the arc a distance of 177.71 feet, said curve having a radius of 985.54 feet and a central angle of 10°19'54", a chord bearing of N35°54'20"E and a chord of 177.47 feet;
9. N30°44'23"E a distance of 187.47 feet;
10. N31°35'19"E a distance of 71.55 feet to the point of curve of a non-tangent curve to the right;
11. along the arc a distance of 92.82 feet, said curve having a radius of 435.63 feet and a central angle of 12°12'29", a chord bearing of N37°41'34"E and a chord of 92.64 feet;
12. N 43° 47' 48" E a distance of 11.04 feet to the point of curve of a non-tangent curve to the right;
13. along the arc a distance of 159.31 feet, said curve having a radius of 166.38 feet and a central angle of 54°51'44", a chord bearing of N71°14'06"E and a chord of 153.30 feet;
14. S82°15'08"E a distance of 112.23 feet;
15. S84°10'37"E a distance of 151.49 feet;
16. S86°06'06"E a distance of 150.53 feet;
17. S87°51'08"E a distance of 182.80 feet to a point of curve to the left;
18. along the arc a distance of 55.12 feet, said curve having a radius of 867.96 feet and a central angle of 03°38'18", a chord bearing of S89°40'17"E and a chord of 55.11 feet;
19. S00°17'55"W a distance of 1,272.86 feet to the POINT OF BEGINNING of the herein described tract, Gunnison County, Colorado.

EXHIBIT C

Weed Management Plan

I. INTRODUCTION

Noxious weeds are non-native plant species which have been introduced into an environment with few, if any, natural biological controls, thus giving them a distinct competitive advantage in dominating and crowding out native plant species. They are aggressive, spread rapidly, possess a unique ability to reproduce profusely and resist control. Noxious weeds, such as Canada thistle and yellow toadflax, adversely impact Larkspur by creating problems such as reducing aesthetic value, choking out native vegetation, invading landscaped areas, decreasing property value, and other concerns. Soil disturbance such as roads, trails, and homesites are areas in which noxious weeds may become established. In non-residential areas noxious weeds also threaten valuable wildlife habitat and other natural resources.

II. PLAN GOAL

The goal of this plan is "TO PREVENT AND/OR CONTROL THE SPREAD OF NOXIOUS WEEDS ON LARKSPUR."

III. PLAN OBJECTIVES

1. Control and/or eradicate Canada thistle within Larkspur.
2. Control and/or eradicate yellow toadflax within Larkspur.
3. Control and/or eradicate scentless chamomile within Larkspur.
4. To protect native plants within Larkspur.
5. Prevent the invasion of State and/or County listed noxious weed species within Larkspur.

IV. MANAGEMENT ACTIONS-INTEGRATED WEED MANAGEMENT (IWM)

This weed management plan encourages Integrated Weed Management (IWM). IWM is a strategy using a comprehensive, interdisciplinary approach to manage noxious weeds. The purpose of integrated weed management is to achieve healthy and productive natural and agricultural ecosystems through a balanced program. This program will include, but not be limited to, education, prevention measures, good stewardship and control methods.

A. IDENTIFICATION AND INVENTORY

The Gunnison County Weed Coordinator prior to development did an initial noxious weed inspection. Canada thistle, scentless chamomile, and yellow toadflax were found on the property. However, developers and property owners should continue to monitor the area for other noxious weed species that may become established due to development.

B. AWARENESS AND EDUCATION

Awareness of what noxious weeds are and the problems they cause will help the homeowners/ developer(s) understand why a long-term noxious weed program is important to Larkspur. Educational materials regarding noxious weeds are available at the Gunnison Watershed Weed Commission Office, Mountain Meadow Research Center, 970-641-4393. The developer/owner and homeowners are strongly encouraged to utilize this source to educate themselves and

increase their awareness of noxious weeds within Larkspur. Information regarding State and County weed laws and those weeds requiring to be controlled is available through the County Weed Coordinator.

C. PREVENTION

Prevention, early detection, and eradication of new noxious weed plants are the most effective means of noxious weed management. Prevention is best accomplished by ensuring that new weed species' seed or vegetation reproductive plant parts are not introduced into Larkspur. To do this, the following actions are recommended:

1) Revegetate disturbed areas such as: roadsides, pond banks, landscaped areas and trails with certified weed free seed; 2) Hydromulch or certified weed free forage should be used as mulch; and 3) Open space areas should be managed for noxious weeds through good land stewardship (pasture/range management, riparian management, etc.).

D. CONTROL METHODS

A number of control methods are available to homeowners/developer(s). The following control methods are standard components of an IWM program. While these methods may be used singularly, they are usually most effective when used in combination. The homeowners/developer(s) should utilize control method(s) that best meet their needs and the needs of the site to be treated while controlling the target specie(s). These methods include:

1. PHYSICAL CONTROL

Physical control intentionally disrupts the growth of weeds through cultivation, mowing, hand pulling, flooding, and burning. All of these measures, when used correctly, can be useful when used in conjunction with other control methods. This method of control is best suited for annuals and biennials.

2. CULTURAL CONTROL

Cultural control involves methods favoring desirable plant growth such as proper grazing, fertilization, irrigation, and seeding vigorously growing, competitive desirable plant species. Revegetation is necessary on all disturbed sites to reduce soil erosion and weed infestations.

3. BIOLOGICAL CONTROL

Biological control involves the release of beneficial organisms such as insects, fungi, rusts, pathogens, parasites, and diseases to diminish weed seed production, increase plant stress, and limit the expansion of underground parts of the plant's reproductive system. This control method is best suited for large infestations.

4. HERBICIDE CONTROL

Herbicide control involves the application of EPA-registered herbicides that are effective on target noxious seed species based on the best available scientific facts and current technology to reduce weed infestations. This method is a tool for perennials. The rood must be killed to control and/or eradicate perennials.

While herbicides are a powerful tool, it must be realized that they are just that; and should be used only as part of an Integrated Weed Management Program (IWM).

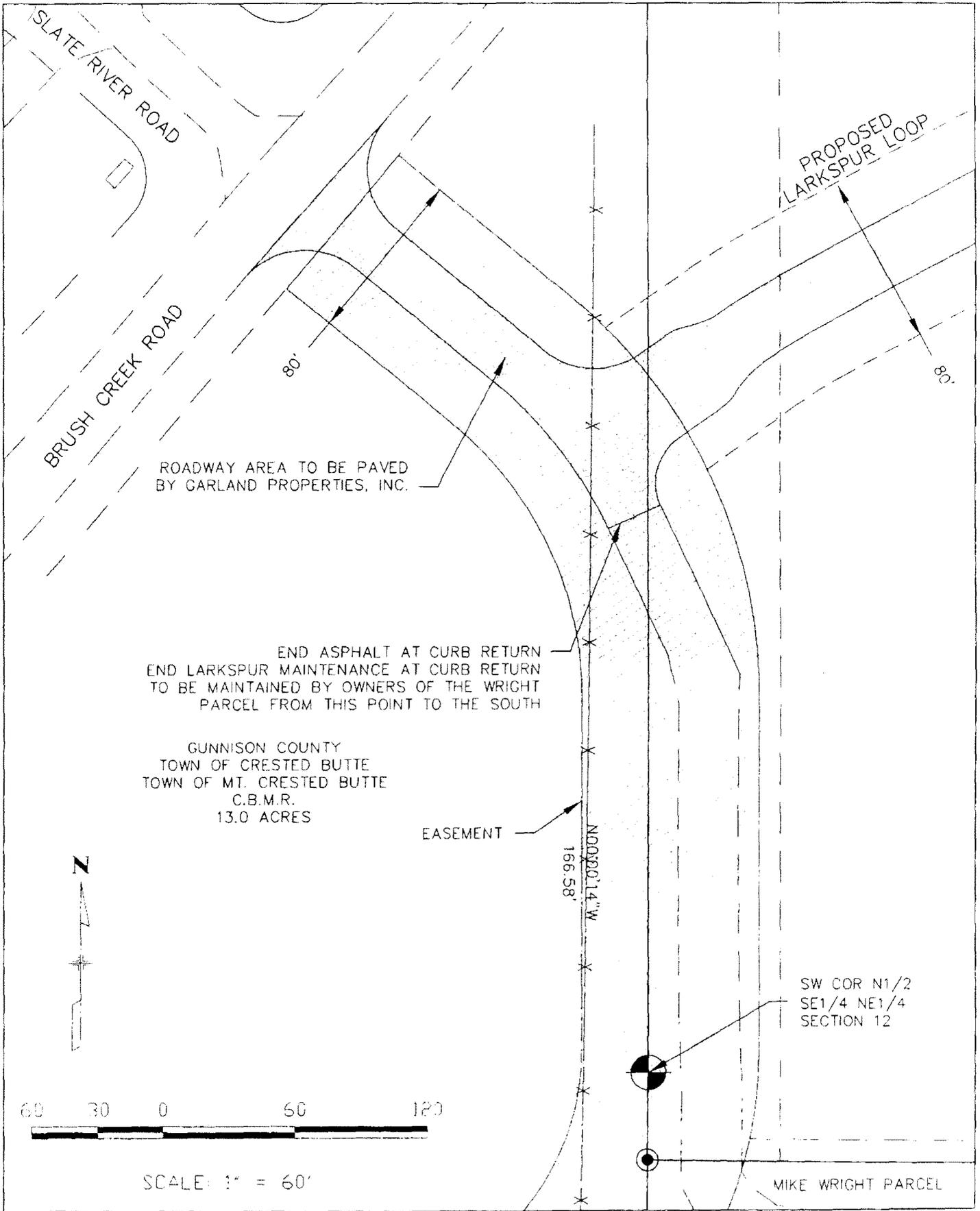
Before applying herbicides, homeowners and developer(s) are strongly encouraged to attend Private Pesticide Applicator training provided by the Gunnison Watershed Weed Commission. This training combined with careful use of herbicides according to the product label will help to ensure safe and proper use. Commercial applicators are also available for noxious weed control. Contact the Gunnison Watershed Weed Commission for a list of these applicators. Control methods are at the discretion of the homeowner/developer(s), however, the method chosen should be appropriate for the noxious weed species being controlled and the area it is growing in. County listed noxious weeds are mandated by law (C.R.S. 35-5.5, et. seq.) to be controlled. There is also a State noxious weed list.

V. RESPONSIBILITIES

Initially it is the responsibility of the developer to control noxious weeds on Larkspur. The Homeowners Association will assume responsibility for controlling noxious weeds along subdivision roadways, and open space. Homeowners will be responsible for controlling noxious weeds on their property unless the Association agrees to do so as a group. The Gunnison County Weed Coordinator will be available to assist the homeowners/developer(s) with weed identification, weed management strategies and to provide educational materials on noxious weeds. Colorado State University Cooperative Extension can also provide educational materials on noxious weeds.

VI. MONITORING/EVALUATION

This Integrated Weed Management Program should be evaluated each year to determine whether or not the program is successful in achieving the plan goal and objectives. This will allow Larkspur to make appropriate changes to ensure the success of the program. Homeowners/developer(s) should monitor their perspective properties in order to detect new infestations and to determine the success or failure of treatments (management actions). Because State and/or County listed weeds (Canada thistle, scentless chamomile and yellow toadflax) were found on the property, this area will continue to be monitored by the Gunnison County Weed Coordinator until such time that weeds have been contained and/or eradicated.



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Upper Gunnison River Water Cons

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

UGRWCD CFP Multi-Project Funding Request Support Letter

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@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: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 4/2/2024

April 2, 2024

Colorado River Water Conservation District
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81601

Re: UGRWCD 2024 CFP Multi-Project Funding Request

Dear Mr. Mueller,

We are writing to express our enthusiastic support for the Upper Gunnison River Water Conservancy District project proposal entitled *2024 Upper Gunnison Basin Multi-Project CFP Funding Request* (Project) which includes the following projects:

- Chittenden Diversion Improvement
- Bosshard Ranch, Quartz Creek Restoration
- Vidal Brothers No. 1 Diversion Improvement
- Blue Mesa Harmful Algal Bloom Study – Phase 2

These projects exemplify the type of multi-beneficial and beneficiary water resource improvement projects that can happen when you have local champions, *community driven* Watershed Management Planning processes, system optimization planning, technical experts, local engineering support and diverse funding partnerships. The projects listed above protect pre-compact water rights and public safety, provide critical data that can be used as part of future lake nutrient standards compliance, inform reservoir operations, address sources of community conflict, improve irrigation water management and efficiency, restore riparian and stream health, reduce bank and bed erosion and reconnect floodplains, improve aquatic habitat, remove barriers to fish migration, and finally increase agricultural productivity and climate resiliency in the Upper Gunnison River basin.

The Gunnison County Board of County Commissioners have received a public presentation on the proposed projects and feel that they meet the mission and strategic planning goals of the Colorado River District as well as the vision expressed to constituents when they overwhelmingly voted in support of Ballot Issue 7A.

We are confident in the leadership and experience of the Upper Gunnison River District, Trout Unlimited, their technical teams and their ability to successfully carry out these projects.

We urge you to give this multi-project proposal your full consideration and support!

Sincerely,
Gunnison County Board of Commissioners

Jonathan Houck, Commissioner

Liz Smith, Commissioner

Laura Puckett Daniels, Commissioner

2024 Upper Gunnison Basin Multi-Project Community Funding Partnership Request

Sonja Chavez, Upper Gunnison River Water Conservancy District
Jesse Kruthaupt, Trout Unlimited



Request for Funding Community Funding Partnership (CFP) Colorado River District

- ▶ Ballot Issue 7A approved by voters November 2020
- ▶ Increase in property tax mill levy (Generates \$4.2M annually)
- ▶ Prioritizes multi-purpose projects
 - Productive Ag
 - Infrastructure
 - Healthy Rivers
 - Watershed health and water quality
 - Conservation and efficiency
- ▶ Geographical equity in distribution of funds
- ▶ Requires letters of support from County Commissioners

Summary Overview

Primary Project Partner Roles

- ▶ UGRWCD Role:
 - Fiscal agent
 - Project & financial management; legal/contracting; grant administration
 - Cash match contributor
- ▶ TU Role:
 - Project management and oversight
 - Field presence
 - Scheduling inspections
 - Assisting with final report preparation & photo documentation
 - Cash match contributor

2024 Multi-Project CFP Request

▶ **AGRICULTURAL IRRIGATION IMPROVEMENTS**

- Chittenden Irrigation Diversion Improvement Project (Tomichi)
- Bosshard Ranch, Quartz Creek Restoration Project (Tomichi)
- Vidal Brothers No. 1 Diversion Improvement (Ohio Creek)

▶ **HARMFUL ALGAL BLOOM STUDY**

- U.S. Geological Survey - Phase 2 (Gunnison Mainstem)

Chittenden Diversion Improvement (Quartz Creek, Tomichi Basin)



Chittenden Diversion Improvement (CONT.)

(Quartz Creek, Tomichi Basin)



Bosshard Ranch, Quartz Creek Restoration



Bosshard Ranch, Quartz Creek Restoration (Cont.)

(Tomichi Basin)



Vidal Brothers No. 1 Diversion Improvement (Ohio Creek)

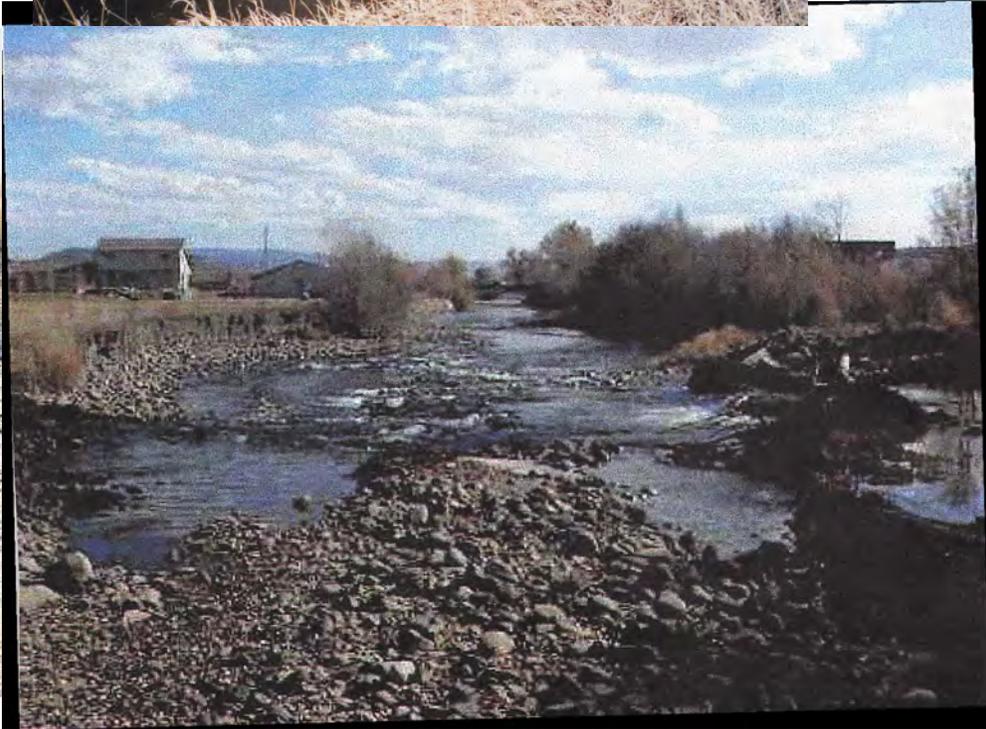


Figure 4: Approximate location of new crossvane structure

Recommendations for next steps:

- Additional site visit and survey of diversion and sluice structure when Ohio Creek is ice free
- Channel design below flume for ditch cleaning operations
- Engineering design of cross vane structure and evaluation of sluice structure
- Cost estimation of construction of new cross vane
- Grant funding for construction

Diversion Dam Progression (1987-2000's)



Vidal Brothers No. 1 Diversion Dam (2024)

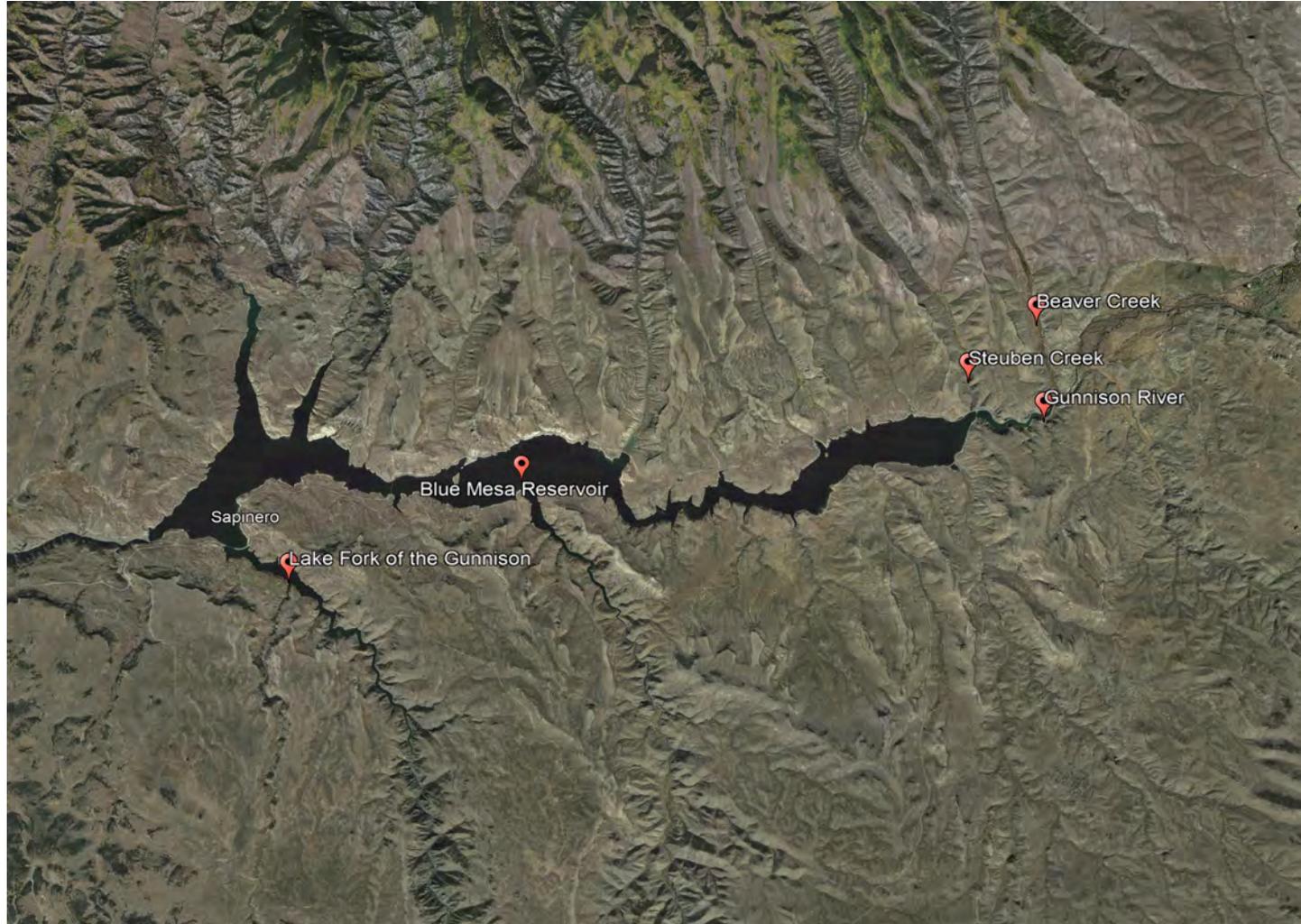
Issues: Design problems, bed erosion (2.5 ft drop), bank erosion & private property, icing issues, flooding danger, public safety, fish passage, community conflict



Example of Cross Vane with Rock Riffle



Blue Mesa Harmful Algal Bloom (HAB) Study - Phase 2 (High Water 2023)



SUMMARY BUDGET

Project Budget

Task No.*	Task Name	Units**	# of Units	Cost Per Unit	CRD Funds	Cash Match	In-kind Match	Total
1	Bosshard				\$ 47,250.00	\$ 220,000.00		\$ 267,250.00
2	Chittenden				\$ 33,050.00	\$ 100,000.00	\$ 500.00	\$ 133,550.00
3	Vidal Brothers				\$ 19,800.00	\$ 34,000.00		\$ 53,800.00
4	BMR HAB				\$ 35,000.00	\$ 105,000.00		\$ 140,000.00
Total Project Cost					\$135,100	\$459,000	\$500	\$594,600

*Add sub-tasks, as-needed

**I.e. hours (HRS), cubic yards (CY), square feet (SQFT), lump sum (LS) etc.

CRD	\$135,100
Cash Match	\$459,000
In-Kind Match	\$500

Matching Funds			
Funding Partner*	Cash	In-Kind	Total
Bosshard Landowner	\$ 50,000.00		\$ 50,000.00
Chittenden Landowner	\$ 10,000.00		\$ 10,000.00
Vidal Brothers Landowner	\$ 29,000.00		\$ 29,000.00
TU NRCS RCPP (Bosshard)	\$215,000.00		\$ 215,000.00
CWCB Water Plan Grant	\$ 26,000.00		\$ 26,000.00
UGRWCD	\$ 59,000.00		\$ 59,000.00
USGS	\$ 70,000.00		\$ 70,000.00
CFP	\$135,100.00		\$ 135,100.00
Trout Unlimited		\$ 500.00	\$ 500.00
Total	\$594,100.00	\$ 500.00	\$ 594,600.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: All Terrain Vehicle (ATV), Off-Highway Vehicle (OH)

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached previous resolutions. Staff would like further Board direction as the latest resolution expired 12/31/2023.

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: GUNCOUNTY1\mhoyt

Discharge Date: 3/20/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 4/2/2024

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

A RESOLUTION APPROVING USE OF ATV'S, OHV'S AND UTV'S ON A
SEGMENT OF COUNTY ROAD #3.

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has the authority pursuant to C.R.S. 33-14-118 and C.R.S. 33-14-110 to authorize Gunnison County roads to certain types of use; and

WHEREAS, it is in the best interests of the public and Gunnison County for such authorizations to be established;

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

There will be ATV, OHV and UTV use authorized on County Road 3, aka as the "Marble Road", Marble from the town limits of Marble at Beaver Lake to the bottom of Daniel's Hill a distance of approximately .7 of a mile.

This resolution shall remain in force until and unless further action by the Board of County Commissioners is taken.

INTRODUCED by Commissioner Chamberland, seconded by Commissioner Swenson, and adopted this 7th day of July, 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By Paula Swenson
Paula Swenson, Chairperson

By Phil Chamberland
Phil Chamberland, Commissioner

By (ABSENT)
Jonathan Houck, Commissioner

Attest:

Quanaa
Deputy Clerk



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Page 1 of 1
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BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 18-14

A RESOLUTION REPEALING RESOLUTION NO. 15-15 AND APPROVING ATV, OHV
AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3

WHEREAS, on July 7, 2015, pursuant to Colo. Rev. Stat. §§33-14-110 and 33-14-118 (2015), the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 15-15, *A Resolution Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3*; and

WHEREAS, Resolution No. 15-15 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on July 7, 2015, bearing Reception No.633893; and

WHEREAS, the authority provided in Colo. Rev. Stat. §§ 33-14-110 and 33-14-118 (2015) is limited to regulation of snowmobiles; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f) (2018), the Board has the authority to adopt rules and regulations for use of all vehicles as to place, time and manner of use; and

WHEREAS, the Board understands that the public has historically used all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", a distance of approximately 0.7 of a mile; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described above is in the best interest of the public; and

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

1. Resolution No. 15-15, *A Resolution Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on July 7, 2015, bearing Reception No.633893 shall be and hereby is repealed and rescinded; and
2. Use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", a distance of approximately 0.7 of a mile.



INTRODUCED by Commissioner Houck, seconded by Commissioner Messner, and adopted this 15th day of May, 2018.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By Absent
Phil Chamberland, Chairperson

By [Signature]
Jonathan Houck, Vice Chairperson

By [Signature]
John Messner, Commissioner

ATTEST:
[Signature]
Deputy County Clerk





BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 21-12

A RESOLUTION REPEALING RESOLUTION NO. 18-14 AND AUTHORIZING ATV,
OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3

WHEREAS, the Board understands that the public has historically used all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and



WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles at that location;

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

1. Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, shall be and hereby is repealed and rescinded; and

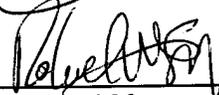
2. Use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

3. This Resolution shall remain in full force and effect until midnight Mountain Time December 31, 2021, as which point this Resolution shall expire and no longer remain in effect.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 18th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By 
Jonathan Houck, Chairperson

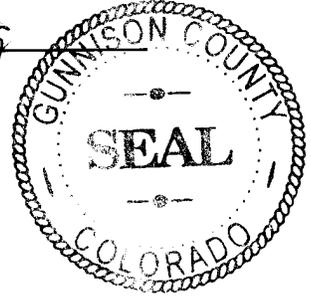
By 
Roland Mason, Vice Chairperson

By 
Elizabeth Smith, Commissioner



ATTEST:

Melanie Ballig
Deputy County Clerk





BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 23-12

A RESOLUTION FURTHER EXTENDING RESOLUTION NO. 21-12 AND
AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY
ROAD #3 UNTIL DECEMBER 31, 2023

WHEREAS, the Board understands that the public has historically used all-terrain vehicles (“ATVs”), off-highway vehicles (“OHVs”) and utility terrain vehicles (“UTVs”) on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as “Daniel’s Hill”, a distance of approximately one and a half (1.5) miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado (“Board”) adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV’s, OHV’s and UTV’s on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the municipal limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 was set to expire on December 31, 2021; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and



WHEREAS, although progress has been made, the aforementioned collaboration remains incomplete; and

WHEREAS, upon the final expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no longer be allowed on the subject County road; and

WHEREAS, the Board desires for the aforementioned process to continue for the time being so that the Board may fully analyze and address that process and the efforts surrounding that process; and

WHEREAS, on December 21, 2021, the Board adopted Resolution No. 21-44, temporarily extending Resolution No. 21-12 until January 4, 2022; and

WHEREAS, on January 4, 2022, the Board adopted Resolution No. 22-1, which further extended Resolution No. 21-12 until May 3, 2022; and

WHEREAS, on May 3, 2022, the Board adopted Resolution No. 22-20, extending Resolution No. 21-12 until January 3, 2023; and

WHEREAS, in light of the foregoing considerations and to afford the full Board an opportunity to consider the issues surrounding OHV use on County Road 3, the Board desires to further extend Resolution No. 21-12; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill, at least during the term of this and previous Resolutions enacted by the Board; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles



and therefore users should not attempt to park automobiles (including snow-tracked vehicles) at that location;

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

1. Resolution No. 21-12, *A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, shall be and hereby is amended to be in full force and effect until midnight Mountain Time December 31, 2023, as which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and

2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and shall be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time December 31, 2023.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 16th day of May, 2023.

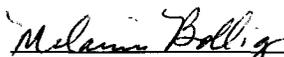
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By 
Jonathan Houck, Chairperson

By 
Laura Puckett Daniels, Commissioner

By 
Elizabeth Smith, Commissioner

ATTEST:


Deputy County Clerk

