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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, July 16, 2024

Page 1 of 2

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Alcohol Beverage License #26-34997-0000; Tre Amici Corp dba Garlic Mike's; 9/14/2024 to 9/14/2025
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:31 am

- Call to Order; Agenda Review
- Minutes Approval
 1. July 2, 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. Grant Application; Community Resource Navigation and Prenatal Support Program; Health and Human Services; \$75,000
 2. Funding Request; Energy Outreach Colorado; Health and Human Services; \$19,350
 3. Option Letter #2; Contract No 2024*0436; Health and Human Services; 7/1/2024 to 6/30/2025; \$31,000
 4. OAA-SYS Contract; Region 10; Health and Human Services; 7/1/2024 to 6/20/2025; \$28,350
 5. Revision #1 to Amendment #2; Jviation Project 10019123; \$457,072.28
 6. Grant Agreement; Community Foundation of the Gunnison Valley; Health and Human Services; 7/1/2024 to 4/30/2025; \$3,200
 7. Funding Application; Cycle 24-11 EIAF Tier I/Tier II and Special Initiatives; More Housing Now & Land Use Initiative; Facilities; \$2,000,000
 8. Charter Operator Operating Agreement and Lease of Airport Facilities; Delux Public Charter, LLC dba JSX; 6/1/2024 to 5/31/2025
 9. Ratification; Gunnison Valley Journal; BOCC Discretionary Funds; \$1,500

8:35 am

- Vouchers and Transfers
- Treasurer's Report

8:40 am

- County Manager's Reports

8:45 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2021 & 2022; R003087; Parcel No. 3255-031-30-005; Part of Lots 9-12, Block 9, Crested Butte; Harry A. Miller IV

*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, July 16, 2024

Page 2 of 2

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

9:00 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R041538; Parcel No. 3177-234-28-001; Unit 1, Spellbound Condominiums, Mt. Crested Butte; Colorado Equity Partners LLC

9:15 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2022 & 2023; R071698; Parcel No. 3701-250-08-009; Lot 1, Columbine Meadows Subdivision; Hector Vasquez

9:30 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R031244; Parcel No. 2919-000-00-029; Tract 18A-2 Ragged Mountain Reserve Subdivision; Matthew Smith

9:45 am

- Hearing Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R009456; Parcel No. 3519-000-00-127; 40 Acres in Section 8, Township 51N Range 2E; Matthew Breidenbaugh
- Hearing Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R009457; Parcel No. 3519-000-00-128; 40 Acres in Section 8, Township 51N Range 2E; Matthew Breidenbaugh

10:15 am

- Presentation; License for Real Property; U.S. Government; NOAA: Gunnison Observatory; 9/1/2024 to 8/31/2034

10:35 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/89798905619>

One tap mobile

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #26-34997-0000; Tre Amici

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Garlic Mike's renewal

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 7/5/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/5/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/16/2024



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 #26-34997-0000
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.**

**TRE AMICI CORP DBA GARLIC MIKE'S
2674 HWY 135
GUNNISON, COLORADO 81230**

Fee \$100.00

Effective Dates: 09.14.2024 - 09.14.2025

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

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

**TRE AMICI CORP
dba GARLIC MIKE'S
2674 HWY 135
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 26-34997-0000	License Expires at Midnight September 14, 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. 7/2/2024 CG

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

GARLIC MIKE'S
2674 HWY 135
Gunnison CO 81230

JUN 27 2024

Fees Due	
Annual Renewal Application Fee (\$125 Effective July 1, 2023 - June 30, 2024 and \$250.00 for application received by LED on or after July 1st, 2024)	\$ 125.00
Renewal Fee	\$25.00 + 11.00
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	\$ 76.00

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.

Note that the Division will not accept cash.

Paid by check
 Paid Online

Uploaded to MoveIt on Date

Licensee Name

TRE AMICI CORP

Doing Business As Name (DBA)

GARLIC MIKE'S

Liquor License Number

26-34997-0000

License Type

Hotel & Restaurant (county)

Sales Tax License Number

26349970000

Expiration Date

09/14/2024

Due Date

07/31/2024

Business Address

Street Address

2674 HWY 135

Phone Number

9706412493

City, State, ZIP Code

Gunnison CO 81230

Mailing Address

Street Address

2674 HWY 135

City, State, ZIP Code

Gunnison CO 81230

Email

garlicpiggy@aol.com

Operating Manager

Michael T. Busse

Date of Birth

6/18/65

Home Address

Street Address		Phone Number
414 S. Taylor ST		970-596-3476
City	State	ZIP Code
Gunnison	CO	81230

1. Do you have legal possession of the premises at the street address? Yes No

Are the premises owned or rented? Owned Rented*

*If rented, expiration date of lease

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit? Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? Delivery Takeout Both Takeout and Delivery

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

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

4. 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)? Yes No

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.

1. 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?..... Yes No

If yes, attach a detailed explanation.

2. 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?..... Yes No

If yes, attach a detailed explanation.

3. 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?..... Yes No

If yes, attach a detailed explanation.

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

Traci M. Busse

Title

owner/secretary/treasurer

Signature

Traci M. Busse

Date (MM/DD/YY)

6/27/24

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

Gunnison County

Title

County Clerk - Gunnison

Signature

Kathy Semellios

Attest

Kathy Semellios

Date (MM/DD/YY)

6-27-24

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 7/2/2024

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft BOCC Minutes; 7/2/2024

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: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 7/16/2024

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

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

Jonathan Houck, Chairperson
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matt Hoyt, County Attorney
(Absent) Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Assistant County Manager John Cattles
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

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

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

- 1. Alcohol Beverage License #05-29384-0002; Crested Butte Nordic Council dba CBNC Magic Meadows Yurt; 9/15/2024 to 9/15/2025

ADJOURN: Commissioner Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:30 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Houck called the meeting to order at 8:31 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 for June 18, 2024 and June 25, 2024 as presented. Motion carried unanimously.

- 1. June 18th, 2024 Regular Meeting
- 2. June 25th, 2024 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

- 1. Acknowledgement of County Manager’s signature; Professional Service Agreement; Vega Architecture; 6/21/2024 to 12/31/2024; \$80,000
- 2. Contract Amendment #7; Contract No. 21 IHIA 159833; Health and Human Services; 7/1/2024 to 6/30/2025; \$83,955
- 3. Colorado Health Foundation Grant Application; Health and Human Services; 24 months; \$130,294
- 4. Professional Services Agreement; Dennis Swain; 6/24/2024 to 8/30/2024; \$9,000
- 5. Food and Beverage/Retail and Concession Lease Agreement; Jermaine Rodney dba Bar 78; Gunnison-Crested Butte Regional Airport; 8/1/2024 to 7/31/2026; 5% gross revenue first year; \$5,000 annual rent after initial
- 6. Maintenance Service Agreement; Cummins; Gunnison County Courthouse; One year; \$1,763.36
- 7. Ratification of Commissioner Houck’s Signature; Contract Amendment #2; Contract No. 24 IBEH 183800; Juvenile Services; 7/1/2024 to 6/20/2025; \$688,484
- 8. Small Dollar Grant Award; Homeless Prevention Services; Health and Human Services; 7/1/2024 to 6/30/2025; \$20,000
- 9. Maintenance Service Contract; HID Global Corporation; Gunnison-Crested Butte Regional Airport; 6/1/2024 to 5/31/2025; \$1,053
- 10. Grant Agreement; Colorado Centennial Fund; Choose When; Health and Human Services; 7/1/2024 to 6/30/2025; \$10,000
- 11. Ratification of Commissioner Houck Signature’s; Intergovernmental Grant Agreement; State and Local Recovery Funds; CTGG1 NLAA 202400004217; 6/21/2024 to 9/30/2026; \$800,000
- 12. Audit Extension Request; Finance; December 31, 2023
- 13. Amendment #2; ADS-B WAM Radio Site Facility and Tower Sublease Agreement; Expiration 9/30/2025; Extension of 5 years to 9/30/2030

COUNTY MANAGER’S REPORTS: Assistant County Manager for Operations and Sustainability John Cattles reported in CM Birnie’s absence.

1. Sawtooth – ACM John Cattles relayed they are pouring concrete for Sawtooth. He also noted there were some hiccups with transformers, but they have been figured out. However, due to delays in the spring, the anticipated move in date is looking to be late November to December. Commissioner Smith noted in August, many state commissioners are coming in and are interested in the sawtooth project and geothermal technology that is being used.
2. Carnival – ACM John Cattles stated that the carnival will be starting tomorrow at the fairgrounds, and this is before the rodeo instead of doing it concurrently. Commissioner Houck mentioned parents providing positive feedback for separate times.
3. Sawtooth Phase 1 – ACM John Cattles expressed that he received early data late last week from the solar arrays on Sawtooth Phase 1 and for the last three months they have been at virtually net zero energy. He stated there are a few problems that need to be ironed out, but they are working through them.

GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS:

1. 7th Judicial Community Corrections Board; Fill One Vacancy for a Two-Year Term (6/26/2024 to 8/26/2026)
 - Applicant: Susan Coykendall
Moved by Commissioner Smith, seconded by Commissioner Puckett Daniels to appoint Susan Coykendall as our 7th Judicial Community Corrections Board Representative. Motion carried unanimously.

PUBLIC RECORDS REQUEST POLICY REVISION Deputy County Attorney Alex San Filippo-Rosser was present for discussion.

CA Hoyt relayed that the law changed to where the County can increase the fees that are charged for the time, effort, energy, and cost of producing public records beyond a certain point, however this increase is not an increase that matches with what the true cost is. DCA San Filippo-Rosser noted the number comes from a statewide number that reflects inflation which is \$43.17 after the first hour. He also relayed the redline changes are meant to accurately reflect the process and there are no fundamental changes. The fee starts after the first hour, and an estimate of time spent will be sent along with asking for 50% down before the process starts. After completion, the final bill will be determined. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the policy revision as presented this morning. Motion carried unanimously.

LETTER OF SUPPORT; CRYSTAL RIVER AUGMENTATION NEED; COLORADO RIVER DISTRICT; WEST DIVIDE WATER CONSERVANCY DISTRICT Ed Olszewski was present on zoom for discussion.

Mr. Olszewski relayed this letter of support is for grant funds from the Colorado River Water Conservation District to be provided to West Divide Water Conservancy District for an augmentation program to address a shortage of legal water supply in that basin for various water users. He stated the shortage was brought to light in 2018 when a call was placed on the Crystal River Basin that called out several junior water rights. He informed the Board that their augmentation program will rely on releases from Ruedi Reservoir and other water sources identified by the district. However, none of those sources will be on channel sources. Mr. Olszewski is requesting Gunnison County support to a grant application submitted by West Divide to the Colorado River District to further some ongoing studies to establish that augmentation program. Commissioner Puckett Daniels asked for clarification on whether the letter is for the study, and not the processes itself and Mr. Olszewski confirmed. Commissioner Smith asked if they have had conversations with the Pitkin County Board of County Commissioners or any other members and participants of those groups about this proposal to which Mr. Olszewski replied that he has not but Engineer Wendy Ryan is on the stakeholder group for wild and scenic. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the letter of support for the Crystal River Augmentation Phase 2 grant proposal and authorize the Chair's signature. Motion carried unanimously.

PARTICIPATION FORM; NEW NATIONAL OPIOIDS SETTLEMENT: KROGER; AUGUST 12, 2024 Assistant County Attorney Sammy Obaid was present for discussion

Commissioner Smith relayed that the State of Colorado has secured over \$750 million dollars in opioid settlements from various entities and those settlements have not been happening simultaneously. This Kroger one has been expected and has reached it's finalization stage. ACA Obaid relayed that the County must sign this in order to get the funds. He also expressed the Settlement Memorandum of Understanding is about 700 pages long and has been reviewed by the Colorado Attorney General. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the settlement as presented, and authorize the Chair's signature as the representative of the County. Motion carried unanimously.

A RESOLUTION ADOPTING THE GUNNISON COUNTY ATTORNEY SETTLEMENT AUTHORITY POLICY

CA Hoyt noted this is an efficiency measure. He relayed that there have small claims asserted or litigated against the County with some falling below the insurance deductible which therefore becomes a decision on whether to compromise or litigate on behalf of the County. He noted that delegating some modicum of settlement authority to the County Attorney prevents bureaucracy of having to take every settlement to

the Board for approval. In that regard, CA Hoyt has found that the small dollar case process has been inefficient. He also stated that there is a \$75,000 limitation and he would informally confer with each commissioner and if there were any issues or concerns noted he would not exercise this authority and bring it to the Board. Also, he relayed he would bring any issues resolved to the Board for ratification. Lastly, CA Hoyt emphasized this was only for settlements in dollars. The Board expressed they were grateful for the explanation and CA Hoyt confirming that if there are any questionable cases coming through, he will still come to the Board for discussion. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution #2024-26, a Resolution Adopting the Gunnison County Attorney Settlement Authority Policy, and authorize the signatures of the full Board. Motion carried unanimously.

COMMISSIONER ITEMS: (This discussion began earlier than scheduled due to a break in the schedule)

Commissioner Puckett Daniels:

1. Counties & Commissioners Acting Together (CCAT) – Commissioner Puckett Daniels and Commissioner Smith attended a couple different meetings. Commissioner Puckett Daniels informed the Board of Initiatives 50 and 108 that will be on the ballot in the fall and will dramatically impact property taxes and the County's ability to do their work. She encourages everyone to get in contact with anyone who is impacted by the collection of public funds for public goods because these funds could be dramatically reduced as well as having major impacts on highway user tax funds for road and bridges departments. Commissioner Puckett Daniels also informed the Board that the public schools have finally been fully funded and Colorado has been in the bottom five for school funding in the nation for the last 15 years and she doesn't want to see us going backwards in that regard.
2. Climate Forum – Commissioner Puckett Daniels attended, and ACM John Cattles spoke as a representative of the County. She relayed the Towns of Crested Butte and Mt. Crested Butte are engaged in planning for climate action and sustainability plans and are accepting public feedback.
3. Public Policy Forum – Commissioner Puckett Daniels and Commissioner Houck attended in Crested Butte. She stated this was a good community conversation about how planning city zoning affects the housing market.
4. Summer Water Quality/Quantity Committee (QQ) Meeting – Commissioner Puckett Daniels has been in discussion with CA Hoyt about transitioning the QQ representation to her going forward. She plans on participating in the fall meeting in person.
5. Gunnison Valley Regional Transportation Authority (RTA) – Commissioner Puckett Daniels relayed that the RTA is collecting feedback for their strategic plan and there is a summer survey out that is slightly different from their winter survey. These two together will create a robust body of feedback about how the RTA is serving the community and how it could serve the community going forward.
6. Gunnison Valley Regional Housing Authority – Commissioner Puckett Daniels reminded everyone that the household survey is happening now and is open until the end of the month.
7. Verzuh Ranch Dedication – Commissioner Puckett Daniels relayed that Ryan and Wynn Martens have previously used the 40-acre parcel next to their home for science and restoration on the property. They were partnered with Pat Magee who has been doing a bird survey there for years. The Martens have decided to give the property to Western Colorado University which will be a key parcel for the university's Master's in Environmental Management Program.

AMENDMENT TO GOLD BASIN INDUSTRIAL PARK REGULATIONS REQUEST; H&H TOWING

Assistant County Manager for Public Works Martin Schmidt and Assistant County Manager for Community and Economic Development Cathie Pagano were present for discussion.

Commissioner Houck relayed H&H Towing would like to lease the parcel that FedEx previously held because it is secured by fencing for storing vehicles that have been abandoned, wrecked, or impounded. They were originally denied due to a provision saying no junkyards. Commissioner Houck noted they were also agreeable to work through the process with screening the fences so you cannot see in there. However, their branded vehicles would be outside the area. H&H is asking for the Board to approve their request to begin the process of starting an amendment. Planning Director Hillary Seminick clarified this came to the Board instead of as an application through the Community and Economic Development Department because a sublessee cannot propose an amendment and it has to come through the Board in this case. Commissioner Houck expressed he is not interested in going through a process for the sake of going through a process but will be hard pressed to find reasons not to be able to get to a successful finish for H&H Towing providing they have met the pieces of the process. Commissioner Smith and Commissioner Puckett Daniels agreed. **Moved** by Commissioner Houck, seconded by Commissioner Smith to initiate, as outlined in the current rules and regulations, an amendment to the Gold Basin Industrial Park Regulations to hear H&H's request to be able to utilize the park and have the staff initiate that process with them at the Board's direction. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT:

1. Country Meadows – Commissioner Smith prefaced the conversation stating that she has been in dialogue about Country Meadows for years and she has continued to have conversations with possible resources for them. Elizabeth McGee is the President of the ONE Association, which was

formed the summer of 2021, and a resident of County Meadows. Ms. McGee stated that in February of 2024, electricity management became a problem in 13 homes with power surges to other homes, blowing out lines, and having dangerous temporary solutions. Then on June 21st, the current owner listed the park for sale for \$5.7 Million. Ms. McGee wants a long-term substantial solution for the park and would like to pursue community ownership of the land. She stated that residents are asking for continued attention to the electrical issues, and for municipal investments in the land. Annie Beall commented on community ownership, Proposition 121, the Federal Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Fund. However, Ms. Beall commented that the next PRICE Fund grant application deadline is July 10th, which is too soon, but would like to start establishing more of a readiness to apply for these grants and loans. Kevin Donovan has been on the Valley Housing Fund and would like to encourage the commissioners to do their best to investigate plans as well as community ownership.

Commissioner Smith expressed that she has looked at this since 2021 and has testified twice in 2022 for improvements to the Mobile Home Park Protections Act. She relayed that while she can't guarantee a different outcome, she can say they are in a different place than in 2021 with more reasons to disincentivize the displacement of people from mobile home parks. Commissioner Smith emphasized she would like to continue to work with them on this and recognizes that they are central to the community. Commissioner Puckett Daniels noted the challenge is who can do what and who can do what by when. Commissioner Houck commented that this is a community issue, and the Board and their partners are committed to keep working on this issue.

COMMISSIONER ITEMS (continued):

Commissioner Smith:

1. Counties & Commissioners Acting Together (CCAT) – Commissioner Smith relayed she participated on two subcommittees: short term rentals and policies and county revenue. The first is focusing on conversations for the upcoming legislative session and preserving recreational opportunities. The second is focusing on Initiatives 50 and 108. Department of Revenue Executive Director Mark Ferrandino had a PowerPoint showing the possibilities if Initiative 108 were to pass. Commissioner Smith commented that she has talked to CFO Solheim and CM Birnie about models for the County if Initiative 108 were to pass. She also suggested a strong Board position with these Initiatives with what is at stake.
2. Gunnison Valley Regional Transportation Authority (RTA) – Commissioner Smith stated that the Air Planners contract is coming up for renewal and that they worked with them over 20 years before the Tourism Association was formed. Commissioner Smith advocated beginning a procurement process since it has never been done. Commissioner Puckett Daniels agrees on going forward with the procurement process.
3. Opioid Meetings – Commissioner Smith attended a meeting with Attorney General Phil Weiser and a meeting with some leadership from the Southwest Colorado Opioid Regional Council and the Mayor of Montrose to discuss how the process has been working and what challenges they are facing. She also stated there is a leadership change at United Way of Mesa County. Commissioner Smith explained she has also had conversations with Western Colorado University and the Gunnison Valley Hospital regarding an expansion of the nursing program and services such as detox.
4. Cole Cooper – Commissioner Smith had a meeting with GRASP Co-Coordinator Cole Cooper who has identified a program and grant opportunity to work with Strong Minds which can train local individuals to lead supervised group counseling.
5. Celebration Friday – Commissioner Smith attended a celebration with Secretary Deb Haaland and Senator Bennet to celebrate the imminent conclusion of the administrative withdrawal of mining rights on Mount Emmons and the Land Exchange.

Commissioner Houck:

1. River Festival – Commissioner Houck attended on Saturday the 22nd. He stated there were a lot of folks celebrating and it showed how important water is in the Upper Watershed.
2. Upper Gunnison River Water Conservancy District – Commissioner Houck attended the 65th Anniversary.
3. Drought Contingency Task Force – Commissioner Houck relayed that they wrapped up the first phase and they are starting on community outreach.
4. Senator Hickenlooper – Commissioner Houck explained that all Commissioners met with Senator Hickenlooper on the 26th. ACM Schmidt and Commissioner Houck did an inspection on County Road 26 and were able to plainly express the frustration with the infrastructure package.
5. Chamber Meeting – All the Commissioners attended and noted the Chamber did outreach to the business community with a survey.
6. Grand Mesa, Uncompahgre and Gunnison National Forests (GMUG) – Commissioner Houck relayed that they had the final meeting of cooperating agencies, and the plan is signed. CA Hoyt and Commissioner Houck are looking at the plan and have noticed some recommendations from the County were modified.
7. Judge Patrick's Retirement – All Commissioners and the County Attorney's office staff attended.

- 8. Administrative Withdrawal Celebration – All Commissioners attended with Secretary Deb Haaland and Senator Bennet for the administrative withdrawal coming to a completion. Commissioner Houck referred to the Colorado Outdoor Recreation and Economy (CORE) Act which was to withdrawal from oil and gas development from mining and geothermal exploration and it is lucky that Mt. Emmons was built into that. Commissioner Houck also noted that he spoke on behalf of Gunnison County in the celebration in Carbondale.
- 9. Gunnison Valley Journal – Commissioner Houck noted this is written and put together by folks in the community and it focuses on creativity and how the community defines themselves with the last one coming out after Covid. Commissioner Houck proposed a \$1,500 commitment from discretionary funds to help it happen this year. **Moved** by Commissioner Houck, seconded by Commissioner Smith to commit \$1,500 from our discretionary funding to the publication and development to the newest Gunnison Valley Journal and ask staff to follow through on making sure that connection is made for those funds to be delivered, and that we ratify that as a consent agenda item on our next regular meeting. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the meeting at 10:40 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

Note: For all the details of each resolution including any exhibits, please refer to gunnisoncounty.org

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2024-26**

**A RESOLUTION ADOPTING THE GUNNISON COUNTY ATTORNEY SETTLEMENT AUTHORITY
POLICY**

WHEREAS, Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, the Gunnison County Board of County Commissioners finds that authorizing the County Attorney, the Deputy County Attorney, and/or the Assistant County Attorney to compromise smaller civil claims against the County will result in increased operational and business efficiency;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached Gunnison County Gunnison County Attorney Settlement Authority Policy (Exhibit A) is adopted, effective on July 2, 2024.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 7/12/2024 thru 8/31/2024

Board of County Commissioners

- 1. BOCC Regular Meeting**
July 16, 2024, All Day @ BOCC Boardroom
- 2. BOCC Work Session**
July 23, 2024, All Day @ BOCC Boardroom
- 3. Mayors & Managers Meeting - Hosted by Library District**
August 1, 2024, 12:00 PM - 1:30 PM
- 4. BOCC Regular Meeting**
August 6, 2024, All Day @ BOCC Boardroom
- 5. BOCC Work Session**
August 13, 2024, All Day @ BOCC Boardroom
- 6. BOCC Regular Meeting**
August 20, 2024, All Day @ BOCC Boardroom
- 7. BOCC Work Session**
August 27, 2024, All Day @ BOCC Boardroom

Gunnison-Hinsdale Board of Human Services

- 1. Gunnison-Hinsdale Board of Human Services Meeting**
August 20, 2024, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Community Resource Navigation a

Action Requested: Discussion

Parties to the Agreement: Telligen

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Funding would be use support and expand existing screenings and navigation services for uninsured or underinsured as well as support for uninsured pregnant women.

Fiscal Impact: 75000

Submitted by: Elizabeth Holena

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

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 7/12/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 7/5/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/5/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/16/2024

Community Resource Navigation and Prenatal Support Program

Strengthening Families and Communities and Health Workforce Development

Gunnison County Department of Health and Human Services

Mrs Elizabeth Holena
220 North Spruce Street
Gunnison, CO 81230

dhs@gunnisoncounty.org
O: 970-641-3244

Mrs Elizabeth Holena

elizabeth.holena@state.co.us
O: 970-642-4665

Application Form

Application

Telligen Community Initiative - 2024 Request for Proposals (RFP) Application Process (for both 2024 Grant Cycles)

Instructions: Answer ALL questions in the submission form. Please be as complete as possible in your responses.

CLICK HERE to review the Telligen Community Initiative (TCI) 2024 Request for Proposals.

- **Health Workforce Development RFP (Due by 3/5/2024)**

This funding area understands that the health workforce shortages and aging population will require progressive and fundamental reshaping of health roles and the way in which patient care is delivered. Please visit our 2024 Request for Proposals (2024 Health Workforce Development RFP) document to outline desired ways to approach this funding interest.

- **Social Determinants of Health – Strengthening Families and Communities RFP (Due by 7/2/2024)**

This funding area believes in advancing social determinants of health through novel approaches around emphasizing the integration of childhood, family, and community health in new ways for our foundation. TCI wants to resource efforts that advance optimal physical, mental, and social health and well-being for families, children and youth. Please visit our 2024 Request for Proposals document (2024 Strengthening Families and Communities RFP) to outline desired ways to approach this funding interest.

Which grant are applying for?*

Have links to guidance info for each of these:

1. Health Workforce Development ([Now closed](#) - applications were due by March 5, 2024)
2. Strengthening Families and Communities (due by July 2, 2024)

Strengthening Families and Communities

TCI - 2024 RFPs

Instructions: Answer ALL required questions in the submission form.

Organizational Equity Assessment

This information is not requested to make a funding decision. TCI is interested in gathering this to establish

baseline information from our applicant pool. Please share your responses if you would consider it. It will be helpful in shaping equity-based funding opportunities for TCI.

What is the racial and ethnic composition of your Board of Directors?*

Check all that apply

White/Caucasian/European

Percentage of Board - Asian American/Pacific Islander/Asian*

If none, please enter 0.

0

Percentage of Board - Black/African American/African*

If none, please enter 0.

0

Percentage of Board - Hispanic/Latino/Latina/Latinx*

If none, please enter 0.

0

Percentage of Board - Native American/American Indian/Indigenous*

If none, please enter 0.

0

Percentage of Board - White/Caucasian/European*

If none, please enter 0.

100

Percentage of Board - Multi-Racial/Multi-Ethnic (two or more races or ethnicities)*

If none, please enter 0.

0

Percentage of Board - Different Identity*

If none, please enter 0.

0

What is the racial and ethnic composition of client/students served by your organization?*

Check all that apply

- Hispanic/Latino/Latina/Latinx
- Native American/American Indian/Indigenous
- White/Caucasian/European
- Mutli-racial/Multi-ethnic (two or more races or ethnicities)

Percentage of Clients/Students - Asian American/Pacific Islander/Asian*

If none, please enter 0.

1

Percentage of Clients/Students - Black/African American/African*

If none, please enter 0.

1

Percentage of Clients/Students - Hispanic/Latino/Latina/Latinx*

If none, please enter 0.

12

Percentage of Clients/Students - Native American/American Indian/Indigenous*

If none, please enter 0.

1

Percentage of Clients/Students - White/Caucasian/European*

If none, please enter 0.

80

Percentage of Clients/Students - Multi-Racial/Multi-Ethnic (two or more races or ethnicities)*

If none, please enter 0.

5

Percentage of Clients/Students - Different Identity*

If none, please enter 0.

0

Check any and all equity strategies that apply to your organization - policies and procedures*

Check all the apply

Seek individuals from various race backgrounds for board and leadership staff positions
 Help senior leadership understand how to be inclusive with effective training
 Measure and then disaggregate job satisfaction and retention data by race, function, level, and team
 Engage all in equity work and ensure everyone understands their roles in creating culture

Check any and all equity strategies that apply to your organization - in Data*

Check all that apply

Review compensation data across the organization to identify disparities
 Ask team members to identify racial disparities in their programs
 Disaggregate data to adjust programming goals to keep pace with changing needs of communities served
 Non-traditional ways of gathering feedback on programming (interviews, roundtables, etc.)
 Disaggregate data by demographics in every policy and program measured
 Long-term strategic plans and goals for creating an equitable culture that all can advance within

Project/Program Title*

Community Resource Navigation and Prenatal Support Program

Projected TCI grant funding request*

Maximum Amount = \$75,000

\$75,000.00

Overall Organizational Budget*

Beyond your TCI request, what is the overall organizational budget for the current (or most recently completed) fiscal year for your organization.

\$5,048,720.00

Brief Summary of Proposed Project*

This project will have a multi-pronged approach to address root causes of inequities and to integrate childhood, family and community health for both Gunnison and Hinsdale County. The project will focus on upstream and preventive efforts to enhance physical, mental and social health screenings at our public health clinic, increase navigation services to address social determinants of health, and provide support for prenatal care of uninsured and underinsured women.

County of Applicant Organization*

Gunnison County Health and Human Services

Geographic Reach of Project*

Check the option that most closely aligns with the geographic scope/reach of your project

Project reaching a multi-county area

Geographic Reach - City Detail (city name)*

If not a city reach project, please enter *N/A*.

N/A

Project reach of a full county (county name)*

If not full county reach project, please enter *N/A*.

Gunnison County, Hinsdale County.

Project reaching a multi-county area (list counties impacted)*

If not a multi-county area, please enter *N/A*.

Hinsdale County
Gunnison County

Project reaching a statewide audience (list primary state of focus)*

If not a statewide reach, please enter *N/A*.

N/A

Total number of persons to be served by the grant*

Short rationale, description, or context for that number

Gunnison County Department of Health and Human Services anticipates serving approximately 500 individuals that are underinsured and uninsured and expects 50% served to have low English proficiency. This number is derived from current trends, partnering agencies and broader environmental scans.

Question 1. Summary of your Organization*

Please give a brief description of your organization including your current capacity (knowledge, resources, and/or services to successfully implement your grant strategy).

Gunnison County Department of Health and Human Services (GCDHHS) is an integrated public health and human services agency. The agency strives to provide access and assistance to those in greatest need regardless of race, gender, social class, geography, sexual orientation and age. As a combined health and human services, we are able to provide one door access to services including SNAP, Family Planning, Health First Colorado, Immunizations, Nurse Family Partnership, Senior Resources, Multi-Cultural Resource Services, and housing. Our agency endeavors to break down structural barriers to services and to address other root causes of health inequities by utilizing a DEI lens for program implementation and development. Our team of over 30 social workers, case managers, clinicians, nurses and leadership continually bring and provide expertise across the life spectrum of family and community health and are trained in a variety of modalities to enhance customer service. Our team practices cultural humility to mitigate any biases and increase the quality and authenticity of our customer interactions.

Question 2. Synopsis of Need*

Describe the problem and/or need that you are developing an innovative strategy to address. Please include your target population, how many people and/or organizations you estimate serving during the project period, and any localized data supporting the need of the project.

Gunnison County is a remote frontier county with a population of approximately 17,000 people with significant geographic barriers to services. The geography of two-lane highways, through high mountain passes with very limited public transportation greatly impacts the ability for many in the community to access resources. Recently the bridge closure along Highway 50 highlighted the vulnerability of our county as it cut off access to the main population center in our region. In addition, as a rural resort area, the cost of living is high and there tends to be dependency on service industry jobs that are low paying, seasonal and tourist dependent. Affordable medical services for uninsured or underinsured are often over 60 miles away through mountain terrain and challenging weather.

West Central Public Health Partnership's 2023 Community Health Assessment identified the community's vulnerable populations as older adults, Immigrants and Non-English Speakers, and low income children and families. Impacted by structural determinants of health, underserved populations in the community face barriers to safe housing, economic opportunities as well as medical and behavioral health services. According to the United States Census Bureau(2022) nearly 12% of the population identifies as Hispanic or Latino. 14% of the Hispanic population lives below the Federal Poverty Level. Over 12% of the community lives in poverty. Conditions of poverty in Gunnison include insecurities in housing, substandard/unsafe housing, food insecurities, lack of transportation, lack of child care, poor behavioral health outcomes and limited access to medical care. Disparate health outcomes remain a significant challenge for Gunnison County's people of color and children and families living in poverty. Many immigrant families do not have access to enhanced screenings or navigation services, which are often tethered to insurance and medical care. Uninsured immigrant women are unable to receive prenatal care without additional funding assistance.

Uninsured and underinsured populations need access to enhanced screenings and navigation services. The most vulnerable populations, uninsured pregnant women, lack access to prenatal care. We estimate 300 immigrant families and 200 non immigrant individuals and families who are uninsured or underinsured are in need of enhanced screenings and navigation services. Further, uninsured and underinsured women need access to prenatal care; approximately 10-15 women each year are in need of prenatal care.

Question 3. Project Design*

Describe the strategy you have created to address this problem (including methodology and implementation plans).

GCDHHS proposes to address social determinants of health(SDoH) by utilizing funding to expand and enhance the current successful approaches to integrating individual, child and family health. GCDHHS will expand community resource navigators by hiring and training professionals who are able to connect community members with available services, resources and opportunities. This is a wide range of support, such as helping individuals access human services, housing assistance and health care services. Community Resource Navigators will be imbedded in GCDHHS team. In addition to supporting current health navigators, funding would be utilized to support an AmeriCorps Community Health Worker(CHW). GCDHHS would collaborate with AmeriCorps to assist with CHW costs. Enhanced SDoH screenings will be implemented in the public health clinical setting; screenings will be completed for uninsured and underinsured community members. The prenatal care for healthy births will cost share and partner with local medical providers to pay for prenatal visits for underinsured or uninsured women. GCDHHS will pay the provider 100% of the reduced

negotiated prenatal visits. Navigation services will also be provided to women being supported by the prenatal program. GCDHHS is aware of new changes to prenatal services through HCPF and will modify process accordingly. GCDHHS will collect, evaluate and track data monthly in MFR(Managing for Results), a platform that tracks strategic plans, goals, objectives and measurements of success.

Strategy 1

Uninsured and underinsured will have increased screenings at the public health clinic three days a week

- Output: 300 Social Determinants of health screening will be completed by bilingual trained staff such as nurses, social workers, case managers and resource navigators
- Outcome Indicator: needs identified through enhanced screenings

Strategy 2

Uninsured and underinsured will be referred to navigation services through GCDHHS Senior Resource Office, The Multicultural Resource Team and Early Childhood Services

- Output: 500 unique navigation services by bilingual trained staff such as nurses, social workers, case managers and resource navigators
- Outcome indicator: uninsured/underinsured have increased access to services within the department as well as other community resources

Strategy 3

Uninsured women will have access to prenatal care and supportive services such as navigation services to connect with community programs supporting prenatal and early childhood period

- Output: Prenatal care is provided to 15 uninsured/underinsured women through the public health clinic and partnering medical providers(# may vary depending on new Health First Colorado neonatal support)
- Output: Navigation services will be provided to 15 uninsured/underinsured women through connections with WIC, CCCAP, case management, birthing classes
- Outcome indicator: under/uninsured women received prenatal care and navigation services

Question 4. The Why*

Explain how this project relates to your organization's overall mission. Why is your organization passionate about this scope of work?

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. Our agency seeks to improve health and wellness in our community members and understand the unique powerful role public health plays in shaping programs and community collaborations.

Our agency understands that addressing barriers to accessing health care and community resources is only one of many prongs to reducing health inequities. We are passionate about data driven and informed work. We have identified the impact social determinants of health have on health outcomes and continually develop programs and processes focused on prevention and integration of health and community services.

Since our agency's inception, we have been leaders in the integration of childhood, family and community health. With data driven approaches and evidenced based programs, we have advanced the health of our underserved populations and have prioritized those with the greatest need. We are passionate about strengthening families and leading community efforts to increase health outcomes. Our agency understands the impact of addressing health inequities on our underserved populations and that the health of the community includes all member's health. Our vision increase child and family health as well as community health aligns directly with the work of this project. The diverse individuals and teams that lead this work are committed to the the mission of the department and to public service, promoting equity, inclusion and belonging for all members of the community.

Question 5. Uniqueness*

Explain the innovation or uniqueness your plan brings to this work to try to help ensure successful implementation.

The innovation in our plan lies in our comprehensive approach that addresses social determinants of health. The robust interdisciplinary collaboration at GCDHHS, along with strategic community engagement through broad community health collaborations, will ensure the program can be implemented successfully at multiple levels. In addition, our agency continues to blend funding to enhance agency capacity in navigation services. Blending funding has allowed our agency to create flexible access to services for underserved populations, creating a “no wrong door” framework. At any access point with GCDHHS, individuals and families are able to be connected swiftly and individually with appropriate needed services. Recognizing program implementation is often complex and dynamic and our diverse, highly skilled team are able to effectively identify innovative solutions and approaches.

SMARTIE Goals Worksheet

Goals are a concrete way to drive results, but without an explicit equity and inclusion component, goals won’t produce better outcomes for marginalized communities, address disparities, or support belonging. Introducing SMARTIE goals! SMARTIE stands for:

STRATEGIC	Reflects an important dimension of what your organization seeks to accomplish (programmatic or capacity-building priorities).
MEASURABLE	Includes standards by which reasonable people can agree on whether the goal has been met (by numbers or defined qualities).
AMBITIOUS	Challenging enough that achievement would mean significant progress—a “stretch” for the organization.
REALISTIC	Not so challenging as to indicate lack of thought about resources, capacity, or execution; possible to track and worth the time and energy to do so.
TIME-BOUND	Includes a clear deadline.
INCLUSIVE	Brings traditionally marginalized people—particularly those most impacted—into processes, activities, and decision/policy-making in a way that shares power.

EQUITABLE

Seeks to address systemic injustice, inequity, or oppression.

By incorporating equity and inclusion into your SMART goals, you can make sure your organization’s commitment to racial equity and inclusion is anchored by tangible and actionable steps. Here’s an example of a SMART goal turned SMARTIE:

SMART	SMARTIE
Build a volunteer team of 100 door-to-door canvassers by May...	...with at least 10 people of color recruited as volunteer leaders first, so that they can help shape the way we run the canvasses.

Question 6. Evaluation Template

Please develop at least 3 (maximum of 5) SMARTIE objectives in the framework of the above template as it relates to your project’s evaluation method and measurement.

Question 6.1. SMARTIE Objective*

GCDHHS will meet the needs of 500 uninsured or underinsured community members through navigation services within 12 months of grant implementation with an expected 30% served being of low English proficiency

Question 6.2. SMARTIE Objective*

15 uninsured or underinsured pregnant women will receive prenatal care and navigation services within 12 months of grant implementation with an expected 95% served being of low English proficiency

Question 6.3. SMARTIE Objective*

200 uninsured or underinsured individuals receiving services through the public health clinic will be offered enhanced screenings identifying needs and insecurities with an expected 30% served being of low English proficiency

Question 6.4. SMARTIE Objective (Optional)

Question 6.5. SMARTIE Objective (Optional)

Question 7. Budget Template*

Please download the attached **budget template**, complete, and upload using the button below.

- Per our funding RFP, matching funds are not a requirement to make a TCI funding request.
- That REVENUES portion of the TCI budget template should be viewed as optional.

2024 TCI Grant Budget.pdf

Total Expenses*

Take this *total (B19)* from the completed budget template file you uploaded in the above question.

\$94,000.00

Total Amount Requested from TCI (not to exceed \$75,000)*

Take this *total (C19)* from the completed budget template file you uploaded in the above question. *This amount should also equal the TCI request amount you state in the pre-proposal responses earlier in this form (Projected TCI Grant Funding Request).*

\$75,000.00

TOTAL REVENUES Committed*

Take this *total (B43)* from the completed budget template file you uploaded in the above question.

\$37,300.00

TOTAL REVENUES Pending*

Take this *total (C43)* from the completed budget template file you uploaded in the above question.

\$0.00

Question 8. Budget Justification*

Please describe and justify your project/program budget - specifically the TCI requested funding in your uploaded budget template.

The uploaded budget outlines the resources needed to successfully implement the project's objectives. Needs of the community have been identified through multiple community assessments and shared community data. Determining how much funding should be allocated to each need is based on priority of the objectives as well as resources available. Estimated costs come from Gunnison County's structured grade/step schedule as well as previous costs of prenatal assistance program. The budget also takes into consideration extensive time needed to meet individuals in remote isolated locations, for example Somerset, which is part of Gunnison County, is over two hours away.

Question 9. Organizational Capacity*

Describe your organizational capacity to 1) manage grant funding and 2) a discussion of potential sustaining (sources/methodology) the grant-funded project beyond the TCI grant period (if it is meant to be ongoing).

Managing grant funding effectively involves multiple organizational capacities. Our agency has robust skillsets and processes in place for financial oversight and managing for results. In collaboration with our finance department, GCDHHS staff develop budgets, track expenditures and ensures funds are utilized in accordance with grant guideline. GCDHHS also utilizes Managing for results, a strategic planning framework that identify strategies, implementation plans and performance measurements for each program. Our agency has a proven track record to successfully implement grant funded projects including local, state and federal grants. This includes coordinating activities, managing timelines, and ensuring deliverables are met. We are skilled at monitoring and evaluating programs and identifying challenges and successes. GCDHHS will continue to collaborate and partner with other community entities to continue to build capacity within

agencies and the community for health navigation services. GCDHHS will continue to seek out diverse local, state and federal opportunities to support the ongoing work of community navigators.

- **Note: Once you submit your application, you cannot edit the form. Please review your answers before submitting.**

P.S. After you submit this application, check your email for the submission confirmation.

File Attachment Summary

Applicant File Uploads

- 2024 TCI Grant Budget.pdf

Telligen Community Initiative - Budget Template	Applicant Organizational Name Here	
Expenses	Total Project Expenses	Amount Requested from TCI
Salary and Benefits	\$ -	\$ 56,500
Contract Services (e.g consulting, professional, fundraising)	\$ -	\$ 4,000
Occupancy (e.g. rent, utilities, maintenance)	\$ 15,000	\$ -
Training & Professional Development	\$ -	\$ 1,000
Insurance	\$ -	\$ -
Travel	\$ -	\$ 1,000
Equipment	\$ 4,000	\$ 1,000
Supplies	\$ -	\$ 500
Printing, Copying & Postage	\$ -	\$ 500
Evaluation	\$ -	\$ -
Marketing	\$ -	\$ 1,000
Conferences, meetings, etc.	\$ -	\$ 2,000
Administration	\$ -	\$ 7,500
*Other - _____	\$ -	\$ -
*Other - _____	\$ -	\$ -
TOTAL EXPENSES (request from TCI not to exceed \$75,000)	\$ 19,000	\$ 75,000
REVENUES (optional to demonstrate match)	Committed	Pending
Contributions, Gifts, Grants, & Earned Revenue		
Local Government		\$ -
State Government	\$ 32,000	\$ -
Federal Government	\$ -	\$ -
Individuals	\$ -	\$ -
Buell Foundation	\$ 5,300	\$ -
*Foundation - _____	\$ -	\$ -
*Foundation - _____	\$ -	\$ -
*Foundation - _____	\$ -	\$ -
*Corporation - _____	\$ -	\$ -
*Corporation - _____	\$ -	\$ -
*Corporation - _____	\$ -	\$ -
*Federation - _____	\$ -	\$ -
*Other - _____	\$ -	\$ -
Membership Income	\$ -	\$ -
Program Service Fees	\$ -	\$ -
Products	\$ -	\$ -
Fundraising Events (net)	\$ -	\$ -
Investment Income	\$ -	\$ -
In-Kind Support	\$ -	\$ -
*Other - _____	\$ -	\$ -
TOTAL REVENUES	\$ 37,300.00	\$ -

*Please specify for contributions over \$1,000.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Funding Request; Energy Outreach Colorado; Health

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

EOC provides emergency utility assistance for bills in arrears

Fiscal Impact: 18000

Submitted by: Elizabeth Holena

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

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 7/12/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 7/5/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/5/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/12/2024

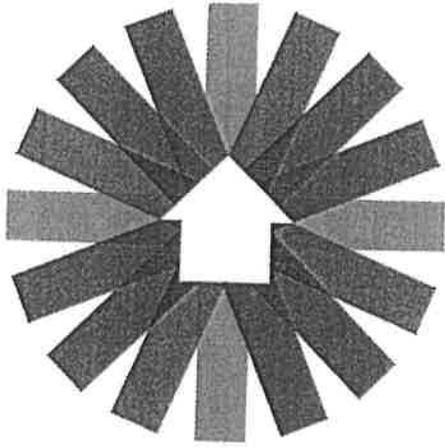
Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/16/2024



**ENERGY
OUTREACH
COLORADO**

Together We Power Stability

**2024-2025 Bill Payment Assistance
Funding Request Packet**



**Funding Request Checklist for
2024-2025 Bill Payment Assistance Program
Due by Monday July 1, 2024**

Agency Name: Gunnison County Department of Health and Human Services

MOU Contact: Elizabeth Holena

Contact Phone: 9706424665

Contact Email: elizabeth.holena@state.co.us

Financial Attachments

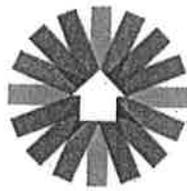
- Year-end financial statements (See page 3 for requirements.)
- Certification of Financial Soundness Form
- Explanation of Financial Position (if applicable)

Other Attachments

- Program Liaison Form
- Agency Profile Form

We encourage you to apply for the full amount of funding required to meet your community's needs. Only request what you are confident your agency can spend on unregulated energy bills during the program year. As a reminder, there is a new funding structure for the four regulated utility bills; Xcel Energy, Atmos Energy, Black Hills Energy, and Colorado Natural Gas bills. These utility bills are paid using shared funding sources, available to all EOC partner agencies on a first come, first serve basis. **In your request for funding, please only request what you can spend on unregulated utility bills (Bill Pay funds)**, which are any bills except Xcel Energy, Atmos Energy, Black Hills Energy, and Colorado Natural Gas bills. If this is unclear, please contact namon@energyoutreach.org.

Funding Request			
(see last page for information on how much funding to request)			
2025 Bill Pay Funds Requested		<u>18000</u>	
Administrative Funds Requested (up to 7.5% total)		<u>1350</u>	
Total Funding Request		<u>19350</u>	
Q1 Oct 1	Q2 Jan 1	Q3 Apr 1	Q4 Jul 1
40%	30%	20%	10%



Certification of Financial Soundness

Energy Outreach Colorado strives to be the best steward possible of the funds it raises to ensure that income qualified Coloradans can meet their home energy needs. In order to do so, we must be confident that our partner agencies are financially sound. If there are any issues either within a formal audit or the agency's financial statements that might create the appearance of financial weakness, please disclose them and provide an explanation as to why this should not prevent Energy Outreach Colorado from awarding your agency Bill Payment Assistance funding. This information should be provided in a separate document entitled "Explanation of Financial Position". If the agency has received a management representation letter outlining material deficiencies, include a copy with the aforementioned document.

Agency Name: Gunnison County

For Audited Agencies (select one)

- I certify that the Agency does not have a management representation letter issued by its external audit firm following its most recent year-end audit, which identifies significant deficiencies and/or material weaknesses.
- The agency has received a management representation letter, which identifies significant deficiencies and/or material weaknesses, a copy of which is enclosed. Also enclosed is the "Explanation of Financial Position" referenced above.

For Non-Audited Agencies (select one)

- I certify that the Agency's financial statements do not indicate or create the appearance of significant deficiencies and/or material weaknesses.
- The Agency's financial statements indicate or create the appearance of significant deficiencies and/or material weaknesses. Enclosed is the "Explanation of Financial Position" referenced above.

Authorized Representative Signature*

CFO

Title

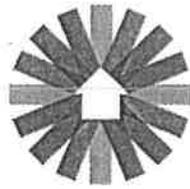
Perry W. Solheim

Printed Name

6.18.24

Date

**Authorized representatives include Executive Director, Chief Financial Officer or Chair, Vice Chair, Secretary or Treasurer of the Board.*



Bill Payment Assistance Program Liaison

Energy Outreach Colorado (EOC) requires each agency to designate a Program Liaison. This person should be an agency staff member who administers the EOC program or directly oversees its administration. The liaison does not need to be a manager and, in most cases, it is most effective if someone other than the executive director fulfills this function. The Program Liaison is expected to:

- Serve as the agency's in-house expert on the Bill Payment Assistance program, its administration and database.
- Respond to caseworker questions on program administration and the database.
- Attend annual Training and Orientation.
- Communicate with EOC regarding issues and questions that cannot be resolved internally.
- Be responsive to program-related communications.
- Read and understand the Program Administration Requirements prior to using the database and administering the EOC program and confirm that all caseworkers have done so as well.
- Understand how to use the Energy Assistance Database regardless of whether (s)he uses it for entering client applications or other purposes on a regular basis.
- Set up new user accounts and remove inactive accounts in Energy Assistance Database.
- Ensure timely and accurate data entry of online client applications
- Inform EOC immediately of any program-related staff changes. This includes changes at the Executive Director and program levels. In the event that the Program Liaison leaves the agency or no longer works on EOC, a new liaison must be designated and a new Program Liaison form must be submitted to alert EOC of the change.
- Alert EOC in advance of change of address.

Organization: Gunnison County Department of Health and Human Services

Executive Director: Joni Reynolds

Program Liaison: Elizabeth Holena

Job Title: Manager

Phone Number: 970.642.4665

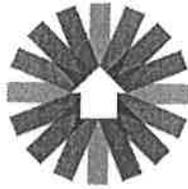
Email: elizabeth.holena@state.co.us

Elizabeth Holena
Program Liaison Signature

6/24/24
Date

Joni Reynolds
Executive Director Signature

6/24/24
Date



Bill Payment Assistance Agency Profile

Agency Name	Gunnison County Department of Health and Human Services
Organization Type	Government Agency
Employer Identification Number (EIN)	846000770
Phone Number for Participant Assistance	970.641. 3244
Website	gunnisoncounty.org

Agency-specific Eligibility Requirements (if different from EOC).

--

Physical Address

Street	220 North Spruce Street				
City	Gunnison	State	CO	Zip	81230
County	Gunnison				

Mailing Address

Street	220 North Spruce Street				
City	Gunnison	State	CO	Zip	81230
County	Gunnison				

Partner Agency Search

If you want your agency to be listed on the Partner Agency Search (<https://www.energyoutreach.org/find-agency/>) or if you want to make any updates to your current listing, please specify changes below.

If you're not listed on the partner search, list N/A below. If you're listed, but have no changes to make, please specify 'no changes needed' below.

no changes needed

Languages spoken at agency. Please include if your agency has access to a translating service for participants.

We have Spanish speaking staff as well as access to a language line.

Does your agency offer remote or in person EOC appointments?

In Person

Remote

Both

Key Contacts

Executive Director

Name	Joni Reynolds
Title	Executive Director
Phone	970.641.3244
Email	jreynolds@gunnisoncounty.org

EOC Designated Program Contact

Name	Elizabeth Holena
Title	Manager
Phone	970.642.4665
Email	elizabeth.holena@state.co.us

Agency Service Area

List all counties that your agency serves. Attach additional pages if necessary. If statewide, simply enter "all".

Gunnison County and Hinsdale County

Please return completed Funding Request Packets to energyassistance@energyoutreach.org.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Option Letter #2; Contract No 2024*0436; Health an

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Option Letter#2 Contract No 2024*0436

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: 7/12/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 7/5/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/5/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/16/2024

OPTION LETTER #2

State Agency: Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2024*0436
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333	Option Letter Contract Number: 2024*0436 OL #2
Contract Performance Beginning Date: July 1, 2023	Current Contract Expiration Date: June 30, 2028

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0436	\$0.00	\$15,000.00	\$0.00	7/1/2023-6/30/2024	\$15,000.00
Option Letter #1	2024*0436 OL #1	\$0.00	\$3,750.00	\$0.00	11/13/2023-6/30/2024	\$3,750.00
Option Letter #2	2024*0436 OL #2	\$0.00	\$31,000.00	\$0.00	7/1/2024-6/30/2025	\$31,000.00
Current Contract Maximum Cumulative Amount						\$49,750.00

1) OPTIONS

A. Option to change quantity of services under the Contract

2) REQUIRED PROVISIONS:

- A.** In accordance with Section 5Bv of the Original Master Task Order Contract referenced above, the State hereby exercises its option to Increase the quantity of the Services at the rates stated in the Original Task Order Contract, as amended. Exhibit C, Budget is deleted and replaced in its entirety with Exhibit C, Budget is attached to this Option Letter, for the following reason: to increase funding for retail food, child care and school inspections.
- B.** The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown above.

2) OPTION EFFECTIVE DATE:

- A.** The effective date of this Option Letter is upon approval of the State Controller or July 1, 2024, whichever is later.

SIGNATURE PAGE

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by: <i>Chelsea Gilbertson</i> 2C13912416524B1...</p> <hr/> <p>By: Signature Chelsea Gilbertson</p> <hr/> <p>Name of Executive Director Delegate Director of Procurement and Contracts</p> <hr/> <p>Title of Executive Director Delegate</p> <p>2024-05-28 Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Jannette Scarpino</i> 8CA04B14546748A...</p> <hr/> <p>By: Signature Jannette Scarpino</p> <hr/> <p>Name of State Controller Delegate Chief Financial Officer</p> <hr/> <p>Title of State Controller Delegate</p> <p>2024-05-29 Option Effective Date: _____</p>
--	---

-- Signature Page End --

EXHIBIT C

Budget

Gunnison	Total	Quarterly Distribution
FY24	\$15,000.00	\$3,750.00
FY24 OL #1	\$3,750.00	
FY25 OL #2	\$31,000.00	\$7,750.00
Total	\$49,750.00	

TASK ORDER

<p>State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246</p>	<p>Contractor Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333</p>
<p>Master Task Order Contract Number 23 FAA 00023 Task Order Number 2024*0436</p>	<p>Task Order Performance Beginning Date The later of the Task Order Effective Date or July 1, 2023</p>
<p>Task Order Maximum Amount Initial Term State Fiscal Year 2024 \$15,000.00</p> <p>Total for All State Fiscal Years \$15,000.00</p>	<p>Task Order Expiration Date June 30, 2028</p> <p>Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.</p>
<p>Pricing/Funding Price Structure: Cost Reimbursement Contractor Shall Invoice: Quarterly Funding Source: State \$ 15,000.00</p>	<p>Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): N/A</p> <p>Procurement Method: Other Solicitation Number (if any): Enter Solicitation #</p>
<p>State Representative Sean Scott Deputy Director Division of Environmental Health and Environment Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Sean.scott@state.co.us</p>	<p>Contractor Representative Matthew Birnie Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jreynolds@gunnisoncounty.org</p>
<p>Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit B Statement of Work Exhibit C Budget</p>	
<p>Contract Purpose To provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by CDPHE for retail food establishments, child care facilities and schools.</p>	

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

1. PROJECT DESCRIPTION

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

2. PAYMENT

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

3. PERFORMANCE PERIOD

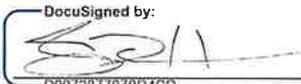
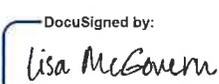
Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

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

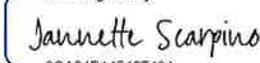
THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p>CONTRACTOR Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>DocuSigned by:  D9072877079D4CD... By: Signature</p> <p>Jonathan Houck Name of Person Signing for Contractor</p> <p>Chair-Gunnison BOCC Title of Person Signing for Contractor</p> <p>Date: 2023-06-09</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  2EDF870A1A7D1FC... By: Signature</p> <p>Lisa McGovern Name of Executive Director Delegate</p> <p>Procurement & Contracts Section Director ft Title of Executive Director Delegate</p> <p>Date: 2023-06-09</p>
--	---

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

8CA04B14546748A

By: Signature

Jannette Scarpino

Name of State Controller Delegate

Chief Financial Officer

Title of State Controller Delegate

Effective Date: 2023-06-12

--Signature Page End--

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p>CONTRACTOR Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>_____</p> <p>By: Signature</p> <p>Matthew Birnie</p> <p>_____</p> <p>Name of Person Signing for Contractor</p> <p>Joni Reynolds</p> <p>_____</p> <p>Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>_____</p> <p>By: Signature</p> <p>_____</p> <p>Name of Executive Director Delegate</p> <p>_____</p> <p>Title of Executive Director Delegate</p> <p>Date: _____</p>
--	--

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Effective Date: _____

--Signature Page End--

STATEMENT OF WORK
To Original Contract Number 2024*0436

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

I. Project Description:

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. This project will inspect and assure regulatory compliance in retail food establishments, child care facilities and schools. The activities and deliverables for this project cannot be delegated by the Contractor to third party(ies), i.e. subcontracted, without written approval from the State.

II. Definitions:

1. CDPHE: Colorado Department of Public Health and Environment
2. DEHS: Division of Environmental Health and Sustainability
3. HACCP: Hazard Analysis Critical Control Points
4. Intervention: is considered a routine inspection and can include onsite training, announced inspection, or a HACCP-based critical item inspection.
5. VNRFPS: Voluntary National Retail Food Regulatory Program Standards

III. Work Plan:

Goal #1: To protect and improve Colorado's environment and human health through education, collaboration and compliance assurance in retail food establishments, child care facilities and schools.	
Objective #1: No later than the expiration date of this contract, the Contractor shall provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities and schools.	
Primary Activity #1	The Contractor shall conduct regulatory inspections of retail food establishments in accordance with state laws, regulations and standards.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall conduct on-site routine inspections of each retail food establishment at a frequency determined by a risk-based methodology approved by the State or twice per year and enter those inspection results into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed. <ol style="list-style-type: none"> a. The Contractor shall have a system for determining and tracking the next inspection dates due in such a manner that allows for the Contractor to easily determine any past due inspections. As such, the Contractor shall not have inspections that are more than 90 days past due. b. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances. 2. The Contractor shall conduct interventions and re-inspections for those retail food establishments that, through inspection findings, are identified as requiring re-inspections or that require immediate closure and enter those inspection results into the Contractor's digital database or the State's digital database no later than two (2) working days after the

EXHIBIT B

	<p>activity was completed. Follow-up inspections for facility inspections that do not result in a point accumulation requiring a re-inspection should not be performed absent a methodology approved by the State or under extenuating circumstances.</p> <ol style="list-style-type: none"> a. The Contractor shall have a system for tracking all re-inspections that are required to maintain timely completion of all required re-inspections. <ol style="list-style-type: none"> 3. The Contractor shall record licensing, inspection, intervention, violation, violation pervasiveness, and compliance data using the State's digital database or the Contractor's digital database as approved in writing by the State. 4. The Contractor shall complete progress reports when requested by the State. 5. The Contractor shall complete an electronic data transfer report each month or upon request by the State, if not using the State's digital database.
Primary Activity #2	The Contractor shall uniformly implement and administer the <i>Food Protection Act</i> .
Sub-Activities #2	<ol style="list-style-type: none"> 1. The Contractor shall issue new and renewal licenses and certificates of license using the State's digital database or approved Contractor-specific data system(s), and remit \$43.00 of the applicable licensing fee to DEHS on a monthly basis. Format, wording and content included in Contractor invoices for license fees shall be provided by the State's digital database or must be approved by DEHS. 2. The Contractor shall respond to any plans and specifications or HACCP plans submitted by retail food establishments within 14 days. <ol style="list-style-type: none"> a. The Contractor shall review and approve HACCP plans submitted by retail food establishments to verify that food handling risks are reduced to prevent food-borne illness outbreaks. b. The Contractor shall review all submitted plans for new or extensively remodeled retail food establishments. c. If a HACCP plan or other plan or specification is deemed inadequate, the Contractor shall provide a written response to the submitter with a statement describing how such deficiencies may be corrected. 3. The Contractor shall hear and determine all complaints against licensees or grantees of certificates of license and administer oaths and issue subpoenas to require the presence of any person necessary to the determination of any such hearing. 4. The Contractor shall review all variance requests submitted by retail food establishments and provide a recommendation for approval or denial to be considered by CDPHE. 5. The Contractor may enroll and maintain progress in FDA's VNRFPS as staffing resources allow. 6. The Contractor shall participate in individual and statewide trainings offered by DEHS for the retail food program or supporting data system(s). 7. The Contractor shall participate in the State's data standardization efforts.
Primary Activity #3	The Contractor shall conduct regulatory inspections and assure regulatory compliance for child care facilities in accordance with state laws, regulations and standards.
Sub-Activities #3	<ol style="list-style-type: none"> 1. The Contractor shall inspect each licensed child care facility once every two years, or utilize the CDPHE Child Care risk-based inspection frequency methodology, or on a risk-based inspection frequency approved by the State and enter those inspection results into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed. <ol style="list-style-type: none"> a. The Contractor shall inspect guest child care and public services short-term child care, if operating in their jurisdiction, annually.

EXHIBIT B

	<ul style="list-style-type: none"> b. The Contractor shall have a system for determining and tracking the next inspection dates due in such a manner that allows for the Contractor to easily determine any past due inspections. As such, the Contractor shall not have inspections that are more than 90 days past due. c. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances. <ul style="list-style-type: none"> 2. The Contractor shall record inspection, intervention, violation and compliance data into the Contractor’s digital database or the State’s digital database no later than two (2) working days after the activity was completed. 3. If required by the agency, the Contractor shall review all plans submitted by child care facilities and provide written response within two weeks of submittal. 4. The Contractor shall review all variance requests submitted by child care facilities and provide a recommendation for approval or denial to be considered by CDPHE. 5. The Contractor shall participate in individual and statewide trainings offered by DEHS for the supporting data system and the child care program, per <i>Child Care Inspection Training Standards</i>. These standards are incorporated and made part of this contract by reference.
<p>Primary Activity #4</p>	<p>The Contractor shall conduct regulatory inspections and assure regulatory compliance for schools in accordance with state laws, regulations and standards.</p>
<p>Sub-Activities #4</p>	<ul style="list-style-type: none"> 1. The Contractor shall inspect the high risk portions of each school that contains laboratory, industrial, art and/or vocational hazards (high risk only inspection) once per year and enter those inspection results into the Contractor’s digital database or the State’s digital database no later than two (2) working days after the activity was completed. High risk only inspections shall be conducted in accordance with the <i>DEHS School Inspection Procedures SOP</i>. This document is incorporated and made part of this contract by reference. <ul style="list-style-type: none"> a. The Contractor shall have a system for determining and tracking the next inspection dates due in such a manner that allows for the Contractor to easily determine any past due inspections. As such, the Contractor shall not have inspections that are more than 90 days past due. b. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances. 2. The contractor shall inspect the low risk portions of each school that does not contain laboratory, industrial, art and/or vocational hazards (low risk only inspection) at least once every three years and enter those inspection results into the Contractor’s digital database or the State’s digital database no later than two (2) working days after the activity was completed. Low risk only inspections shall be conducted in accordance with the <i>DEHS School Inspection Procedures SOP</i>. This document is incorporated and made part of this contract by reference. <ul style="list-style-type: none"> a. The Contractor shall have a system for determining and tracking the next inspection dates due in such a manner that allows for the Contractor to easily determine any past due inspections. As such, the Contractor shall not have inspections that are more than 90 days past due. b. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances. 3. The Contractor shall record inspection, intervention, violation and compliance data into the Contractor’s digital database or the State’s digital database no later than two (2) working days after the activity was completed. 4. If required by the agency, the Contractor shall review all plans submitted by schools and provide written response within two weeks of submittal.

EXHIBIT B

	<ol style="list-style-type: none"> 5. The Contractor shall review all variance requests submitted by schools and provide a recommendation for approval or denial to be considered by CDPHE. 6. The Contractor shall participate in individual and statewide trainings offered by DEHS for the school program or supporting data system(s).
<p>Standards and Requirements</p>	<p>Retail Food Standards and Requirements</p> <ol style="list-style-type: none"> 1. The Contractor shall comply with the <i>Food Protection Act, C.R.S. 25-4-1601, et.seq.</i> This document is incorporated and made part of this contract by reference. <ol style="list-style-type: none"> a. The Contractor shall comply with all other policies, regulations, interpretive memoranda, and guidance documents issued by DEHS which are used to clarify interpretation and implementation of the governing laws. 2. The Contractor shall have at least one (1) employee that has successfully completed retail food establishment standardization through the DEHS, or have one (1) employee who meets the standardization eligibility requirements (including compliance with FDA’s VNRFPS Standard 2) for standardization and participates in and successfully completes the standardization exercise when scheduled by DEHS. 3. VNRFPS information is available on the following web site: http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/ProgramStandards/default.htm and is incorporated and made part of this contract by reference. 4. Progress in the FDA’s VNRFPS will include: <ol style="list-style-type: none"> a. Participation in statewide committees for the development of the State requirements for a particular standard. b. Demonstration of advancement toward compliance with VNRFPS Standard 2 assuring retail food inspectors meet national criteria for appropriate training, education and standardization to adequately perform required inspections and interventions. c. Demonstration of advancement toward compliance with VNRFPS Standard 3 assuring a risk-based inspection focus, the correction of documented deficiencies, applying pervasiveness and statutory enforcement process, and assuring the focus of inspections on the highest risk establishments. d. Coordination with the department to facilitate DEHS audits of compliance audits performed as part of VNRFPS. e. Coordination with the department to conduct audits of DEHS for compliance with VNRFPS. 5. The Contractor shall complete retail food inspections at a sufficient rate to protect public health and maintain a consistent presence in the community (i.e. approximately 25% of annually required inspections completed per quarter). <ol style="list-style-type: none"> a. If extenuating circumstances cause the Contractor to complete less than 25% of the annually-required number of inspections in a quarter, the Contractor shall notify the State in writing explaining the extenuating circumstances. b. When the Contractor lacks program budget to provide a staffing level of one full-time equivalent (FTE) devoted to retail food safety for every 320 inspections to be performed, the Contractor shall include such information in their written notification to the State. The Contractor shall use Standard 8 from the 2022 VNRFPS as the basis for calculations in support of this justification. (FTE requirements calculated in accordance with Standard 8 may be compared with funding provided through retail food license revenues and local staffing costs when justifying proportionally appropriate work completion) c. The Contractor shall verify all licensing fees collected are directed towards retail food program activities.

EXHIBIT B

6. The Contractor shall use the State inspection forms (or digital equivalent), or a form approved by the State, and mark the compliance status options for all violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each retail food establishment inspection. For each retail food violation marked out of compliance (Out), a pervasiveness determination of low, medium, or high shall be assigned.
 - a. The Contractor shall, at the completion of each inspection, finalize the inspection report with the inspection findings and review the results with the facility prior to leaving the establishment. Conditions and violations noted on the inspection report at the time of the inspection cannot be altered after leaving the establishment without providing full documentation and explanation of the alterations to the facility. The necessity for any such alterations should be minimized to greatest extent possible and full documentation must also be recorded in State's digital database or the Contractor's approved digital database.
7. If the Contractor chooses to communicate retail food inspection results to the public, the Contractor shall use the State-approved methodology.
8. The Contractor shall maintain inspection and compliance records for retail food establishments in the State's digital database, or in the Contractor's State-approved digital database in order for DEHS to determine:
 - a. An accurate and complete inventory of existing retail food establishments;
 - b. The number of inspections and re-inspections conducted;
 - c. The number of inspections that resulted in closure of the inspected facility;
 - d. Completion rates for required inspections and interventions;
 - e. If any inspection reports were altered after issuance at the time of inspection, and the number of any such altered reports;
 - f. Whether the required inspection frequency was met; and
 - g. The number of enforcement actions taken to obtain compliance in retail food establishments.

Child Care and Schools Standards and Requirements

1. The Contractor shall provide inspections and assure compliance to establish and enforce sanitary standards for the operation and maintenance of child care facilities and schools and child care facilities in accordance with Section 5 of 6 CCR 1014-7, *Core Public Health Services*.
 - a. When sufficient appropriations are absent, the Contractor shall set priorities for completing the required child care and school inspections, and include the list of priorities in its local public health plan submitted pursuant to section 25-1-505, C.R.S.
2. The Contractor shall comply with the Colorado State Board of Health Rules 6 CCR 1010-2, 6 CCR 1010-6, 6 CCR 1010-7, and the *Core Public Health Services regulations*. These documents are incorporated and made part of this contract by reference.
 - a. The Contractor shall comply with all other policies, regulations, interpretive memoranda, and guidance documents issued by DEHS which are used to clarify interpretation and implementation of the rules and regulations.
3. The contractor shall ensure compliance with the *Child Care Inspection Training Standards* for employees when conducting inspections in child care facilities.
4. The contractor shall ensure compliance with the *School Inspection Training Standards* for employees conducting inspections in schools.
5. The Contractor shall use the State inspection forms (or digital equivalent), or a form approved by the State, and mark the compliance status options for all violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each child care or school inspection.

EXHIBIT B

	<ul style="list-style-type: none"> a. The Contractor shall, at the completion of each inspection, finalize the inspection report with the inspection findings and review the results with the facility prior to leaving the establishment. Conditions and violations noted on the inspection report at the time of the inspection cannot be altered after leaving the establishment without providing full documentation and explanation of the alterations to the facility. The necessity for any such alterations should be minimized to greatest extent possible and full documentation must also be recorded in State’s digital database or the Contractor’s approved digital database. <p>6. The Contractor shall maintain adequate inspection and compliance records for child care establishments and schools in a digital database in order for DEHS to determine:</p> <ul style="list-style-type: none"> a. An accurate and complete inventory of existing child care facilities and schools; b. The number of inspections due, past due, and completed; c. The number of non-critical and critical item violations cited during child care facility and school inspections, and whether critical items identified on inspections were corrected; d. Completion rates for required inspections; and, e. Whether the required inspection frequency was met. <p>General Standards and Requirements</p> <ul style="list-style-type: none"> 1. DEHS will provide the following report templates to the Contractor: <ul style="list-style-type: none"> a. Progress report template or other reporting method. 2. Quarterly reporting may be provided using the Contractor’s data system reporting capabilities (i.e. the Contractor can submit “canned” reports with some or all data elements). 3. The contractor shall actively participate in the planning for, execution of, and responses to comprehensive DEHS program audits of environmental health services provided to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities and schools.
<p>Expected Results of Activity(s)</p>	<ul style="list-style-type: none"> 1. Complete inspections and assure regulatory compliance in retail food establishments in proportion with the revenue generated from retail food license fees established by the State so that the Contractor can maintain compliance with Title 25, Article 4, Part 16, C.R.S. 2. Complete inspections and assure regulatory compliance in child care facilities and schools in proportion with the funding provided through this contract.
<p>Measurement of Expected Results</p>	<ul style="list-style-type: none"> 1. The number of retail food inspections required to be completed by the Contractor during the State fiscal year (based on the State’s risk-based inspection scheduling methods or an alternate risk-based methodology approved by the State), and the number of inspections actually completed. 2. The number of retail food re-inspections and facility closures required and completed in accordance with state law. 3. Violation rates, by violation (checklist item), for retail food establishment inspections and associated rates of low, medium or high pervasiveness for each violation. 4. The number of child care facility inspections required to be completed by the Contractor during the State fiscal year and the number of child care facility inspections completed. 5. The number of high-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of high-risk school inspections actually completed.

EXHIBIT B

	6. The number of low-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of low-risk school inspections actually completed.	
		Completion Date
Deliverables	1. The Contractor shall remit \$43.00 of the applicable retail food licensing fee to DEHS on a monthly basis.	No later than 15 th day of following month
	2. The Contractor shall submit an electronic data transfer each month in accordance with data standardization workgroup protocol (if not using the State’s digital database) to the Deputy Director of DEHS, or their designee, via email.	No later than 15 th day of following month
	3. Upon request, the Contractor shall submit an inspection and compliance progress summary (if not using the State’s digital database) to the Deputy Director of DEHS, or their designee, via email.	Within 10 days of request

IV. Monitoring:

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Deputy Director of DEHS. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, inspection inventories, inspection reports, site visits, electronic data and joint inspections and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within **fifteen (15)** calendar days of discovery of a compliance issue. Within **thirty (30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Deputy Director of DEHS and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT C

Budget

Agency Name	Total	Quarterly Distribution
Gunnison County	\$15,000.00	\$3,750.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: OAA-SYS Contract; Region 10; Health and Human Serv

Action Requested: County Manager Signature

Parties to the Agreement: Region 10

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Funding provides support for Senior Resource specialist positions

Fiscal Impact: 28000

Submitted by: Elizabeth Holena

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

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 7/12/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 7/5/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/5/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/12/2024

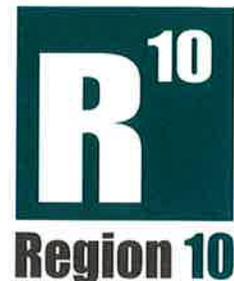
Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/16/2024



This contract is entered into and by Region 10 Area Agency on Aging (R10 AAA) and Gunnison County Senior Resources in accordance with the purpose stated herein, it is hereby agreed as follows:

Scope of Services

The contractor shall carry out, in a satisfactory manner, as determined by R10 AAA, all work elements described in the contractor's proposal submitted for funding. The attached OAA-SYS contract summary for **FY 2025** details this contract. The contractor will administer services funded under this contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rulemaking volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, and the State Unit on Aging (SUA) Policy and Procedures Manual as from time to time may be amended.

Term

1. Under this agreement, the contractor shall begin work July 1, 2024, and shall continue through June 30, 2025.

2. Agreement:

The parties involved in this agreement are Region 10 AAA-Administrator and Gunnison County Senior Resources.

Reimbursement:

This is a performance-based contract based on a rate of \$53.59 per assessment or reassessment entered in the state database for up to 100 clients. Up to 100 information, assistance and referral encounters at \$53.59. Options counseling will be compensated at \$100 per client with a target of up to 36 clients. An administrative base of \$1128.75 per month is included.

Requirements:

The contractor will screen clients for OAA program eligibility before completing an assessment. Complete the SUA assessment appropriate for the needed service/s, reassessments at least annually and as needed for significant change of condition. Options Counseling requires an action plan and should be utilized for assistance with public benefits applications and aging well planning. Non-compensated outreach is required to ensure that older adults, families and caregivers are aware of the potential available services provided through The Older Americans Act programs.



The contractor agrees to post the Region 10 logo on their website and in a visible location at each office location, on the website and brochures in recognition of the funding support provided.

Performance based contract:

Assessments & reassessments

Rate per unit \$53.59 Target units 100 Potential Revenue \$5359.00

Information, referrals and assistance

Rate per unit \$53.59 Target units 100 Potential Revenue \$5359.00

Options Counseling

Rate per unit \$100 Target units 36 Potential Revenue \$3600

Administrative Base \$13,545.00 paid at 1/12th per month

Total potential revenues \$27,863.00

Region 10 Representative

Eva Weitz

Date 7/8/24

Contractor Representative

_____ Date _____

Contracts & Reimbursement System

Edit Contract:

2132 - Gunnison County HHS/Senior Resources (361035/72500) - FY25

[Contract Details](#)
 [Service Budgets](#)
 [Funding Allocations](#)
 [Amendments](#)
 [Downloads & Attachments](#)
 [Reimbursements](#)

Add Service:

▼ Add

Compensated Services

Service	Requested State/Fed Funds	Processed Requests	Reimbursement Type/Rate	Budget	Units & Clients
Administration - State Change Service	\$13,545.00	\$0.00	1/12	Edit (EditContract.aspx?Action=EditBudget&ServiceID=501)	Edit (EditContract.aspx?Action=EditServiceLevels&ServiceID=501)
ADRC/Options Counseling Change Service	\$3,600.00	\$0.00	Per Unit (\$100.00/unit)	Edit (EditContract.aspx?Action=EditBudget&ServiceID=500)	Edit (EditContract.aspx?Action=EditServiceLevels&ServiceID=500)
Information and Assistance - Compensated Change Service	\$10,718.00	\$0.00	Per Unit (\$50.78/unit)	Edit (EditContract.aspx?Action=EditBudget&ServiceID=499)	Edit (EditContract.aspx?Action=EditServiceLevels&ServiceID=499)
Total:	\$27,863.00	\$0.00			

Non-compensated Services

Service	Units (Previous)	Units	Edit	Delete Service
Outreach	25	25	Edit	Delete (EditContract.aspx?Action=DeleteService&ServiceID=496)
Information and Assistance	0	0	Edit	Delete (EditContract.aspx?Action=DeleteService&ServiceID=498)

Back



Overview

Submitting Agency:	Gunnison County
Contract Title:	2132 - Gunnison County HHS/Senior Resources (361035/72500) - FY25
Contract Number:	2132 -Gunnison County Public Health (361035/72500)
Start Date:	7/1/2024
End Date:	6/30/2025
Total Approved Grant Funds:	\$28,350.00
Unduplicated Clients (all services):	

Terms and Conditions

This contract is used to identify the distribution and use of funds provided through the Older Americans Act (OAA) and the State Funding for Senior Services (SFSS). This information is provided to the State Unit on Aging through the Region 10 Funding Request.

Per State requirements, each Area Agency on Aging (AAA) is required to have sub-grantees submit line item budgets to the AAA.

This contract identifies information related to the amount of resources the subcontractor has budgeted for the state fiscal year, the units of service the funds will provide, and general consumer demographics. The subcontractor shall:

- Ensure all services provided meet the program standards and fiscal requirements;
- Ensure that Federal funds are not used to supplant non-Federal funds;
- Ensure that appropriate efforts to obtain support from private sources and other public organizations continue;
- All federal and/or state funds will be fully expended within the State Fiscal Year ending June 30th;
- Ensure program income generated by the provider is fully spent in the month it is earned;
- Maintain financial records and other records pertinent to the contract agreement, pursuant to generally accepted accounting principles and using appropriate and sufficient documentation of expenses; and
- Upon request, make fiscal records and related documents available to the Region10 Area Agency on Aging and State Unit on Aging.



Description

The mission of the Gunnison County Senior Resource Office(SRO) is to provide community outreach and education, preventive health, adult protection and advocacy services to seniors, at risk adults and their families so they can be more independent, healthy and connected to their community. The Gunnison County Senior Resource Office is dedicated to offering information, assistance, referrals and options counseling to individuals of Gunnison County, age 60 and older, without regards to race, color, national origin, sex or income. Gunnison County provides older adults, and their families, a comprehensive efficient way to gain knowledge of resources in our community to help them maintain health, wellness and independence.

The geographic areas covered by The Senior Resource Office includes Gunnison county with a geographical area composed of 3,260 square miles. It is the fifth largest county in Colorado, extending into vast areas of the Rocky Mountains and isolated rural towns such as Marble, Somerset, Ohio City, Pitkin, and Crested Butte. Hinsdale County is also considered one of the most remote counties in Colorado and is provided human service programming through Gunnison DHHS, often overlapping with our Senior Resource Office. The Senior Resource Office will invest in person-focused methods to target and serve rural older adults and low income older adults with the most social and economic need. Outreach will be conducted in Marble, Pitkin, Ohio City and Crested Butte, expanding capabilities to include having remote medical networks be aware of the Senior Resource Office and its services. Senior Resource satellite stations will be positioned on a scheduled basis in remote locations and other places such as public housing, grocery stores, senior center, The Food Pantry and laundromats. An additional method to increase access to services will be to provide transportation to our office or provide home based visits to address social isolation, and providing screening services in seniors' homes in rural areas that lack internet services. We will also use images and messages that reflect our clientele, such as messaging geared towards independence and reflections of lived experiences. The Senior Resource Office will also identify, educate and empower community leaders, as well as provide benefit education and awareness across generations.

The Senior Resource Office has been the lead organization in both Gunnison and Hinsdale County striving to make our valleys more livable for our older adults. Our organization continues to focus on meeting the most basic needs of our low income rural older adults experiencing hardship due to physical or cognitive decline, mistreatment, housing and food insecurities, mental health, financial insecurities, medical needs, brain injuries and more. The office has done this through creatively and collaboratively working with community members and providers to assist individuals in creating action plans to age safely and independently in their own home.

Summary

Service	Reimbursement Type	Per Unit Rate	Units of Service	Unduplicated Clients
Administration - State	1/12	N/A	100.0	90
ADRC/Options Counseling	Per Unit	\$100.00	36.0	25
Information and Assistance - Compensated	Per Unit	\$50.78	200.0	200
Information and Assistance	Non-comp	N/A	-	N/A
Outreach	Non-comp	N/A	25.0	N/A



Budget Details

Income and Expenses (by Compensated Service):

Administration - State

Income

Budget Item	Description	Amount
Approved Funds	[Not Required]	\$13,545.00
Local Cash Match	[Not Specified]	\$1,505.67
Local In-Kind Match	[Not Specified]	-
TOTAL GRANT REVENUES		\$15,050.67
Other Revenue (Program Income)		-

Expenses

Budget Item	Description	Amount
Personnel		-
Travel	[Not Specified]	\$1,505.07
Equipment	[Not Specified]	-
Contractual Services	[Not Specified]	\$13,545.60
Staff Training	[Not Specified]	-
Supplies	[Not Specified]	-
Indirect	[Not Specified]	-
Other	[Not Specified]	-
TOTAL GRANT EXPENSES		\$15,050.67



ADRC/Options Counseling

Income

Budget Item	Description	Amount
Approved Funds	[Not Required]	\$4,087.00
Local Cash Match	[Not Specified]	\$454.11
Local In-Kind Match	[Not Specified]	\$3,141.46
TOTAL GRANT REVENUES		\$7,682.57
Other Revenue (Program Income)		-

Expenses

Budget Item	Description	Amount
Personnel	Senior Resource Specialist [\$3072.00] Senior Resource Specialist [\$3952.00]	\$7,024.00
Travel	[Not Specified]	-
Equipment	computer 3000 phone [\$225.00]	-
Contractual Services	[Not Specified]	-
Staff Training	[Not Specified]	-
Supplies	[Not Specified]	-
Indirect	[Not Specified]	-
Other	rent [\$2000.00]	\$658.57
TOTAL GRANT EXPENSES		\$7,682.57



Information and Assistance - Compensated

Income

Budget Item	Description	Amount
Approved Funds	[Not Required]	\$10,718.00
Local Cash Match	[Not Specified]	\$3,383.00
Local In-Kind Match	[Not Specified]	\$3,325.00
TOTAL GRANT REVENUES		\$17,426.00
Other Revenue (Program Income)		-

Expenses

Budget Item	Description	Amount
Personnel	Senior Resource Specialist [\$17420.00]	\$17,420.00
Travel	[Not Specified]	-
Equipment	computer [\$1100.00]; phone [\$225.00]	-
Contractual Services	[Not Specified]	-
Staff Training	[Not Specified]	-
Supplies	[Not Specified]	-
Indirect	[Not Specified]	-
Other	rent [\$2000.00]	\$6.00
TOTAL GRANT EXPENSES		\$17,426.00

Service Level Targeting Efforts

Administration - State

Service Area	Total 60 + Persons	Low Income	Minority	Low Inc Minority	Frail	Rural
Gunnison	90	100	10	10	50	90

ADRC/Options Counseling

Service Area	Total 60 + Persons	Low Income	Minority	Low Inc Minority	Frail	Rural
Gunnison	25	20	10	10	20	0

Information and Assistance - Compensated

Service Area	Total 60 + Persons	Low Income	Minority	Low Inc Minority	Frail	Rural
Gunnison	200	200	15	15	200	0



Attachments

The following documents have been uploaded to the CRS database and are included by reference as part of this contract.

Requested Attachment	Uploaded Document
Executed Contract (Not Required)	[No document submitted]
Other (Not Required)	[No document submitted]

Question Responses

The following questions were asked during the Contract Edit process.

Question	Response
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This **BUSINESS ASSOCIATE AGREEMENT** (the “**BAA**”) is made and entered into as of by and between, **Region 10 LEAP (R10) Gunnison county Senior Resource Office** and organized under the laws of the (“Covered Entity”) (“Business Associate”, in accordance with the meaning given to those terms at 45 CFR §164.501). In this BAA, Covered Entity and Business Associate are each a “Party” and, collectively, are the “Parties”. This agreement is effective July 1, 2024 and will be reviewed annually and will be amended as needed.

BACKGROUND

- I. Covered Entity is either a “covered entity” or “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- II. The Parties have entered into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”).
- III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information.
- IV. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA;
- V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the “Privacy Rule”); and
- VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

AGREEMENT NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. Definitions. For purposes of this BAA, the Parties give the following meaning to each of the terms in Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

A. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.

B. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.

C. “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.

D. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.

E. "Designated Record Set" has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.

F. "De-Identify" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).

G. "Electronic PHI" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.

H. "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.

I. "HHS" means the U.S. Department of Health and Human Services.

J. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

K. "Individual" has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

L. "Privacy Rule" means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E. Page 3 of 9

M. "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

N. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

P. "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals using a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. Use and Disclosure of PHI.

- a. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- b. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities.

Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

- c. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.
- d. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

3. Safeguards Against Misuse of PHI. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware, and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event. Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity because of a Breach committed by Business Associate. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA. . Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered

Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. Audit Report. Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. The covered entity agrees not to re-disclose Business Associate's audit report.

9. Access to PHI by Individuals.

A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner Page 5 of 9 designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. Amendment of PHI.

A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.

B. If any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. Accounting of Disclosures.

A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of

disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person.

(iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity. **Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. Responsibilities of Covered Entity. Regarding the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. Data Ownership. Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including all forms thereof.

15. Term and Termination.

A. This BAA will become effective on the date first written above and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity decides that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. The covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that Section 14.D. will survive any termination of this BAA.

16. Effect of BAA.

A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.

B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. Regulatory References.

A. Reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. Notices. All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

A. If to Covered Entity, to: Attn: T: E: B.

If to Business Associate, to: Attn: T: E:

19. Amendments and Waiver. This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

20. HITECH Act Compliance. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, if the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30- days' prior written notice to the other Party.

[The remainder of this page intentionally left blank; signatures on the following page]

Considering the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

By Name: Region 10 LEAP AAA Eva Veitch 

Title: AAA Director

By Name: _____

Title: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Revision #1 to Amendment #2; Jviation Project 1001

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Jviation, A Woolpert Company, LLC

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Signatory paperwork for the GA Ramp Change Order No. 1 that was approved on the June 4th agenda. Fees and Yeh's contract have already been approved. this is now a revision to Jviation's Contract Amendment No. 2 to include the approved 10 extra days of engineering services and fees.

Fiscal Impact:

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 7/12/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 7/9/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/9/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/16/2024

**REVISION NO. ONE (1) TO
AMENDMENT NO. TWO (2) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
AVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO**

The Sponsor and Aviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- General Aviation Ramp Construction

The Sponsor agrees to pay Aviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Bidding.....	Lump sum of \$69,051.50
TOTAL BASIC SERVICES	Lump sum of \$69,051.50

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Yeh & Associates – QA Testing.....	Lump sum of \$77,226.00
Additional Yeh & Associates – QA Testing (10 Additional Days)	Lump sum of \$15,210.00
Additional Yeh & Associates – QA Testing (Additional Mobilization).....	Lump sum of \$13,424.00
Snowbridge, Inc. – Pipe Inspection.....	Lump sum of \$6,760.00
TOTAL SUBCONSULTANT SERVICES.....	Lump sum of \$112,620.00

CONSTRUCTION ADMINISTRATION

Construction Administration.....	Lump sum of \$74,488.50
Post Construction Coordination	Lump sum of \$63,503.30

TOTAL CONSTRUCTION ADMINISTRATION Lump sum of \$137,991.80

ON-SITE COORDINATION

On-Site Construction Coordination Cost Plus of \$66,411.36

Additional On-Site Construction Coordination Cost Plus of \$14,758.08

Fixed Fee for Construction Coordination Lump Sum of \$13,500.00

Additional Fixed Fee for Construction Coordination Lump Sum of \$3,000.00

On-Site Construction Survey Cost Plus of \$14,659.69

Fixed Fee for Construction Survey Lump Sum of \$3,000.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination Actuals Not to Exceed of \$15,682.40

Additional Reimbursable Costs During Construction Coordination Actuals Not to Exceed of \$3,539.20

..... Actuals Not to Exceed of \$2,858.25

Reimbursable Costs During Construction Survey Actuals Not to Exceed of \$2,858.25

TOTAL ON-SITE COORDINATION AND FIXED FEE Lump sum of \$137,408.98

TOTAL SPECIAL SERVICES \$388,020.78

TOTAL \$457,072.28

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2024.

SPONSOR:
Gunnison County

JVIATION, A WOOLPERT COMPANY, LLC:

By: _____

By: _____

Name: _____

Name: _____ Jason Virzi, PE

Title: _____

Title: _____ Vice President



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

June 3, 2024

Mr. Rick Lamport
Airport Manager
519 W. Rio Grande
Gunnison, Colorado 81230

Gunnison-Crested Butte Regional Airport
Gunnison, Colorado
AIP: 3-08-0030-063-2023
3-08-0030-064-2024
GA Apron Reconstruction – Schedule I
Engineering Services – Bidding and Construction
Amendment No. 1

Dear Mr. Lamport:

We have reviewed your scope of work, fee proposal, **and** record of negotiations **and Independent Fee Estimate (IFE)** for Bidding and Construction by Jviation, a Woolpert Company for the subject project. Based on your analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee(s) proposed for the engineering services have been approved, subject to the following conditions:

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to the availability of funds.
4. Design must conform to FAA standards and specifications.
5. Construction must conform to contract documents.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

The following items are approved and appear eligible for federal participation, assuming the associated work is completed.

Bidding Phase (Lump Sum) =	\$69,051.50
Construction Administration (Lump Sum) =	\$74,488.50
On-Site Construction Coordination Phase (Cost Plus Fixed Fee) (28 Calendar Days) =	\$95,593.76
On-Site Construction Survey Phase (Cost Plus Fixed Fee) =	\$20,517.94
Post Construction Phase (Lump Sum)	\$63,503.30
Quality Assurance Testing =	\$77,226.00
Pipe Inspection =	\$6,760.00
Grand Total	\$ 407,141.00

Amendment No. 1

On-Site Construction Coordination Phase (Cost Plus Fixed Fee) (10 Calendar Days) =	\$21,297.28
Quality Assurance Testing (10 Additional Days) =	\$15,210.00
Quality Assurance Testing (Add. Mobilization) =	\$13,424.00
Amendment Total	\$ 49,931.28

We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into.

Based on the submitted record of negotiations, we concur with the listed fees established. The fees are fair, reasonable, and the result of good faith negotiations.

Please provide our office with a copy of the executed engineering agreement.

If you have not done so, please submit the following certification:

- **Sponsor Certification for Selection of Consultants.** This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

If you have questions, please call me at (303) 342-1256.

Sincerely,

Paulette Lugo
Project Manager, DEN-612
Denver ADO

AIRPORT: Gunnison-Crested Butte Regional Airport
 AIP/PROJ. NO.: 3-08-0030-063-2023 & 064-2024
 PROJECT NAME: General Aviation Ramp Reconstruction - Construction (Schedule I Only)
 DATE: May 2, 2024

CHANGE ORDER NO. 01



FEE BREAKDOWN

Labor Category	Total Hours	Billing Rate	Total Cost
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)			
Construction Manager II	96 hrs. x	\$ 50.00 /hr = \$	4,800.00
SUBTOTAL			96 hrs. SUBTOTAL \$ 4,800.00
Direct Labor Cost		= \$	4,800.00
Overhead (% of Direct Labor Cost)		207.46% = \$	9,958.08
Total Labor Cost		= \$	14,758.08
Fixed Fee		= \$	3,000.00
SUBTOTAL PHASE LABOR			\$ 17,758.08
Reimbursables			
Auto Rental	8 Day x	\$ 85.00 /Day= \$	680.00
Mileage	640 Mi x	\$ 0.655 /Mi= \$	419.20
Lodging + Tax & Fees	10 Day x	\$ 170.00 /Day= \$	1,700.00
Per Diem	10 Day x	\$ 74.00 /Day= \$	740.00
Travel & Airline Costs	Trip x	\$ 500.00 /Trip=	
SUBTOTAL			\$ 3,539.20
PHASE SUBTOTAL			\$ 21,297.28

LABOR HOUR BREAKDOWN

TASK	LABOR CATEGORY		Phase Item Costs
	Construction Manager II		
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)			
Estimated Calendar Days from Scope of Work	10		
Estimated Working Days/Week from Scope of Work	6		
Total Days Scoped for Resident Engineering	8		
Estimated Hours/Day from Scope of Work	12		
4.01 Provide Resident Engineering	96		\$ 4,800.00
TOTALS			
	96	0	\$ 4,800.00

	Contract Hours	Phase Fee	Reimbursable Costs	Total Cost
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)				
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	96	\$ 14,758.08	\$ 3,539.20	\$ 21,297.28
	96	\$ 14,758.08	\$ 3,539.20	\$ 21,297.28
SUBCONSULTANT 1				
Quality Assurance Testing - Yeh & Associates (10 Additional Days)			\$	15,210.00
Quality Assurance Testing - Yeh & Associates (Additional Mobilization Costs)			\$	13,424.00
SUBTOTAL			\$	28,634.00
TOTAL				\$ 49,931.28

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.



May 1, 2024

Proposal No. 223-162R3

Mr. Jesse Erickson
Aviation, Inc.
720 South Colorado Boulevard, Suite 1200-S
Glendale, Colorado 80246
Jesse.Erickson@woolpert.com

Subject: Revised Proposal for Quality Assurance Materials Testing Services for the Gunnison-Crested Butte Regional Airport, Colorado. Project AIP 3-08-0030-063-2023 Schedule I: Reconstruct Ramp and Drainage. Includes extra day and mobilization/travel costs.

Dear Mr. Erickson,

This letter presents Yeh and Associates, Inc. proposed scope of work, initial estimated cost for services, and general conditions for providing quality assurance materials testing services for the above listed improvements at the Gunnison-Crested Butte Regional Airport, Gunnison, Colorado.

Project Description: We understand that this project will award one schedule: Schedule I – Reconstruct Ramp and Install Drainage. We understand construction materials to be tested will include: subgrade improvements (P-152a), Crushed aggregate base course (P-209), Asphalt Mixture Base Course (P-403a), Bituminous Paving Course (P-401a), and P-610 concrete for minor structures. Construction is estimated for the late spring/early summer season in 2024.

Knowledge and Experience of Staff Dedicated to the Gunnison-Crested Butte regional Airport

Project: Yeh and Associates is a full-service geotechnical consulting firm comprised of highly qualified engineers, scientists, and field technicians with a wide range of experience including FAA projects throughout Colorado and Utah. Laboratory work for the Gunnison-Crested Butte Regional Airport will be overseen by Construction/Laboratory Manager Marisa Connors and Project Engineer Kevin Dye (P.E. Colorado). Our Grand Junction laboratory is accredited for all required ASTM methods through the AASHTO Accreditation Program (AAP). On-site testing will be performed in our mobile remote laboratory which is based out of our Grand Junction Office and will have an extension of the accreditation for this project. Personnel provided by Yeh and Associates for the proposed services will be qualified and properly authorized for work at the airport.

Scope of Work: Based on our understanding of the project, technician duties may include site improvement observation and testing, recommending acceptance or rejection of sources of material based on project specifications, with field and laboratory testing as required under frequencies provided, project specifications, and our experience with similar projects for P-152(a), P-209, P-401, P-403 and P-610 for incidental structures. We understand that a total of 28 calendar days have been

allotted for this construction project. Night shifts are not anticipated. We understand 6 days a week may be requested during some portions of construction. We anticipate two technicians will be necessary during portions of construction, such as during paving operations, to facilitate accelerated test results.

Services have been estimated based on e-mail, personal correspondence, and our experience with similar projects. This proposal estimates time required based on the plan and special provision documents provided and as per Federal Aviation Administration (FAA) Advisory Circular 150/5370-10H, *Standards for Specifying Construction of Airports*, dated December 21, 2018.

Specific testing may include:

1. P-152a/b Excavation, Subgrade, Embankment, and Soft Spot Repair. Testing will consist of Proctor and classification of material for nuclear density values for relative compaction determination. Densities will be taken as per project specials or a minimum of 1 density test per 1,000 yd³ on lower lifts and 1 density test per 1,000 yd² on the top lift or as directed by the RPR. We understand up to 12 inches of native material below pavement areas are to be removed, moisture conditioned and replaced at 95 or 100 percent of maximum standard Proctor effort (ASTM D698) in accordance with soil classification and location.
2. P-209a Crushed Aggregate Base Course testing will consist of a Proctor and classification of the material for nuclear density values for relative compaction determination. Densities will be taken as per project specials or a minimum of 1 density test per 1,200 yd² placed or as directed by the RPR. Mechanical or chemical stabilization is not anticipated. We understand FDR material is to be processed and replaced at 100 percent of maximum modified Proctor effort (ASTM C1557). Additional gradation testing can be performed if requested.
3. P-401/P-403 Hot Mix Asphalt (HMA) will be tested in accordance with project FAA standards for quality assurance every 400-600 tons. Testing is to include percent air voids per ASTM D3203 utilizing Marshal sample preparation per ASTM D6926 and the theoretical maximum specific gravity per ASTM D2041. The percent compaction of both the mat and joint density will be tested per ASTM D2726 utilizing cores sampled by the Contractor or the Contractor's QC. All required test results will be provided for acceptance the morning after sample acquisition and prior to the next day of paving. A second technician will be required on paving days for accelerated testing and reporting.
4. P-610 testing may include cabling, tie downs, ducts, splice bases, and lighted signs and is considered an incidental item. Material testing would include air test (ASTM C231), unit weight (ASTM C138), slump (ASTM C143), and temperature (ASTM C1064) along with constructing compressive strength cylinders (ASTM C39) for strength verification for each structure or each day's pour. After an initial cure time on site, cylinders will be transported to our AAP accredited laboratory in Grand Junction, Colorado, for final curing and testing.

All materials incorporated in the work will be documented according to the project specifications. Records of all inspections and tests will be furnished to the Project RPR.



Proposed Costs: A technician will be available for any requested work during the project. Quality assurance testing is broken into costs for schedule . Paving costs are anticipated to consist of one control strip and subsequent. If additional control strips or paving days occur due to failing results, additional costs may be incurred. Concrete testing may be requested and is anticipated to occur concurrent with other construction. We are providing a cost estimate based on 10 hours per day of a technician’s time to perform anticipated requested field services during construction including construction observations and field testing of all required materials used on site. Depending on the project demands, we anticipate staff will stay in Gunnison, Colorado with periodic trips back to Grand Junction throughout construction. The lodging rates of \$147/day and \$74/day per-diem were used for our estimate below. Quality Assurance HMA testing will include HMA bulk specific gravity on mat and joint cores and Marshall air voids analysis (3 specimens per test) for the estimated quantities provided. A second technician will be provided during the days of paving. Soil lab testing will be performed and invoiced under a technician’s time at the estimated rate provided. An on-site AAP accredited laboratory will be provided for all anticipated laboratory testing. We anticipate project management visits may be requested for poor subgrade evaluation and during initial paving. We have included time for project management to review field and laboratory test results.

We estimate the following approximate costs for the project broken down by schedule:

Gunnison-Crested Butte Airport, Schedule I Only: Apron Reconstruction Project

Preconstruction Meeting (Round-Trip Travel and Meeting hours)	\$ 2,240
Preconstruction Meeting Mileage (1 trip @ 260 miles/trip @ \$0.70/mile)	\$ 182
On-Site Laboratory (\$3,500/month for 1 months)	\$ 3,500
Laboratory Mobilization (\$2,000 each mobilization, demobilization)	\$ 4,000
Laboratory Calibration and Accreditation (includes manager site visit)	\$ 10,550
Field Technician II (28 days @ 10 hours/day @ \$95/hour)	\$ 26,600
Paving Support Technician, (6 days@10 hrs/day@\$110/hour)	\$ 6,600
P-401/P-403 Lab Testing (15 sub-lots production, 3 sub-lots control strip, (\$450 per subplot) X 15)	\$ 8,100
Vehicle Mileage (8 round-trips plus on-site mileage@ \$0.70/mile)	\$ 2,100
Lead Tech Lodging and Per Diem (\$221/day @ 28 total days)	\$ 6,188
Paving Support/Management Lodging and Per Diem (\$221/day @ 6 days)	\$ 1,326
Project Management/Engineering Support/Badging	\$ 5,840

Total for Schedule I: \$77,226.00

Extended Costs for Schedule Addition

On-Site Laboratory (\$3,500/month for 1 additional month)	\$ 3,500
Field Technician II (10 extra days @ 10 hours/day @ \$95/hour)	\$ 9,500
Lead Tech Lodging and Per Diem (\$221/day @ 10 total days)	\$ 2,210

Total additional cost for Extra Project Time: \$15,210.00



Extended Costs for Related to US 50 Closure

Laboratory Mobilization (Additional \$3,200 each mobilization, demobilization)	\$ 6,400
Field Technician II (Extra Travel Time for closure to/from GJ @ \$95/hour)	\$ 4,560
Increased Vehicle Mileage for travel@ \$0.70/mile)	\$ 2,464

Total additional cost for Closure: \$13,424.00

The above scope of work and estimated costs are based on our understanding of the project requirements and proposed schedule provided to us at this time. Since the work and cost required to perform materials testing and construction observation may vary depending upon the project construction schedule, Jviation will be invoiced on a time and materials basis for field and testing services provided with a not to exceed budget as noted above. If the contractor's schedule exceeds the proposed schedule or the sequencing of work varies significantly, additional field and testing services may be required. Additional field and testing services can be provided at the rates shown on the attached 2024 Standard Fee Schedule.

If you have any questions regarding our proposed services described herein, please don't hesitate to contact us. We appreciate the opportunity to continue working with you at the Gunnison-Crested Butte Regional Airport.

Sincerely,

YEH AND ASSOCIATES, INC.



Marisa Connors
Construction Manager

Attachments: Fee Schedule
General Conditions

Client agrees to the Scope of Work described in this Proposal and Cost Estimate and the General Conditions in accordance with our MSA agreement with Jviation Consultants.

By: _____
(signed)

Title: _____

(printed)

Date: _____



AIRPORT: Gunnison-Crested Butte Regional Airport
AIP/PROJ. NO.: 3-08-0030-063-2023 & 064-2024
PROJECT NAME: General Aviation Ramp Reconstruction - Construction (Schedule I Only)
DATE: May 2, 2024

CHANGE ORDER NO. 01

FEE BREAKDOWN

Labor Category	Total Hours	Billing Rate	Total Cost
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)			
Construction Manager II	96 hrs. x \$ 50.00 /hr = \$		4,800.00
SUBTOTAL 96 hrs. SUBTOTAL \$ 4,800.00			
Direct Labor Cost		= \$	4,800.00
Overhead (% of Direct Labor Cost)	207.46%	= \$	9,958.08
Total Labor Cost		= \$	14,758.08
Fixed Fee		= \$	3,000.00
SUBTOTAL PHASE LABOR \$ 17,758.08			
Reimbursables			
Auto Rental	8 Day x \$ 85.00 /Day= \$		680.00
Mileage	640 Mi x \$ 0.655 /Mi= \$		419.20
Lodging + Tax & Fees	10 Day x \$ 170.00 /Day= \$		1,700.00
Per Diem	10 Day x \$ 74.00 /Day= \$		740.00
Travel & Airline Costs	Trip x \$ 500.00 /Trip=		
SUBTOTAL \$ 3,539.20			
PHASE SUBTOTAL \$			21,297.28

LABOR HOUR BREAKDOWN

TASK	LABOR CATEGORY		Phase Item Costs
	Construction Manager II		
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)			
Estimated Calendar Days from Scope of Work	10		
Estimated Working Days/Week from Scope of Work	6		
Total Days Scoped for Resident Engineering	8		
Estimated Hours/Day from Scope of Work	12		
4.01 Provide Resident Engineering	96		\$ 4,800.00
TOTALS			\$ 0

	Contract Hours		Phase Fee		Reimbursable Costs		Total Cost	
	Contract Hours	Phase Fee	Fixed Fee	Reimbursable Costs	Reimbursable Costs	Total Cost		
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)								
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	96	\$ 14,758.08	\$ 3,000.00	\$ 3,539.20	\$ 3,539.20	\$ 21,297.28		
SUBCONSULTANT 1	96	\$ 14,758.08	\$ 3,000.00	\$ 3,539.20	\$ 3,539.20	\$ 21,297.28		
Quality Assurance Testing - Veh & Associates (10 Additional Days)						\$ 15,210.00		
Quality Assurance Testing - Veh & Associates (Additional Mobilization Costs)						\$ 13,424.00		
SUBTOTAL \$					28,634.00			
TOTAL					\$	49,931.28		

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.



May 1, 2024

Proposal No. 223-162R3

Mr. Jesse Erickson
Aviation, Inc.
720 South Colorado Boulevard, Suite 1200-S
Glendale, Colorado 80246
Jesse.Erickson@woolpert.com

Subject: Revised Proposal for Quality Assurance Materials Testing Services for the Gunnison-Crested Butte Regional Airport, Colorado. Project AIP 3-08-0030-063-2023 Schedule I: Reconstruct Ramp and Drainage. Includes extra day and mobilization/travel costs.

Dear Mr. Erickson,

This letter presents Yeh and Associates, Inc. proposed scope of work, initial estimated cost for services, and general conditions for providing quality assurance materials testing services for the above listed improvements at the Gunnison-Crested Butte Regional Airport, Gunnison, Colorado.

Project Description: We understand that this project will award one schedule: Schedule I – Reconstruct Ramp and Install Drainage. We understand construction materials to be tested will include: subgrade improvements (P-152a), Crushed aggregate base course (P-209), Asphalt Mixture Base Course (P-403a), Bituminous Paving Course (P-401a), and P-610 concrete for minor structures. Construction is estimated for the late spring/early summer season in 2024.

Knowledge and Experience of Staff Dedicated to the Gunnison-Crested Butte regional Airport

Project: Yeh and Associates is a full-service geotechnical consulting firm comprised of highly qualified engineers, scientists, and field technicians with a wide range of experience including FAA projects throughout Colorado and Utah. Laboratory work for the Gunnison-Crested Butte Regional Airport will be overseen by Construction/Laboratory Manager Marisa Connors and Project Engineer Kevin Dye (P.E. Colorado). Our Grand Junction laboratory is accredited for all required ASTM methods through the AASHTO Accreditation Program (AAP). On-site testing will be performed in our mobile remote laboratory which is based out of our Grand Junction Office and will have an extension of the accreditation for this project. Personnel provided by Yeh and Associates for the proposed services will be qualified and properly authorized for work at the airport.

Scope of Work: Based on our understanding of the project, technician duties may include site improvement observation and testing, recommending acceptance or rejection of sources of material based on project specifications, with field and laboratory testing as required under frequencies provided, project specifications, and our experience with similar projects for P-152(a), P-209, P-401, P-403 and P-610 for incidental structures. We understand that a total of 28 calendar days have been

Colorado

Denver | Colorado Springs | Durango | Glenwood Springs | Grand Junction | Greeley

California

Grover Beach | Ventura

allotted for this construction project. Night shifts are not anticipated. We understand 6 days a week may be requested during some portions of construction. We anticipate two technicians will be necessary during portions of construction, such as during paving operations, to facilitate accelerated test results.

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<u>Project Management/Engineering Support/Badging</u>	<u>\$ 5,840</u>

Total for Schedule I: \$77,226.00

Extended Costs for Schedule Addition

On-Site Laboratory (\$3,500/month for 1 additional month)	\$ 3,500
Field Technician II (10 extra days @ 10 hours/day @ \$95/hour)	\$ 9,500
Lead Tech Lodging and Per Diem (\$221/day @ 10 total days)	\$ 2,210

Total additional cost for Extra Project Time: \$15,210.00



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Increased Vehicle Mileage for travel @ \$0.70/mile)	\$ 2,464
<u>Total additional cost for Closure: \$13,424.00</u>	

The above scope of work and estimated costs are based on our understanding of the project requirements and proposed schedule provided to us at this time. Since the work and cost required to perform materials testing and construction observation may vary depending upon the project construction schedule, Aviation will be invoiced on a time and materials basis for field and testing services provided with a not to exceed budget as noted above. If the contractor's schedule exceeds the proposed schedule or the sequencing of work varies significantly, additional field and testing services may be required. Additional field and testing services can be provided at the rates shown on the attached 2024 Standard Fee Schedule.

If you have any questions regarding our proposed services described herein, please don't hesitate to contact us. We appreciate the opportunity to continue working with you at the Gunnison-Crested Butte Regional Airport.

Sincerely,

YEH AND ASSOCIATES, INC.



Marisa Connors
Construction Manager

Attachments: Fee Schedule
General Conditions

Client agrees to the Scope of Work described in this Proposal and Cost Estimate and the General Conditions in accordance with our MSA agreement with Aviation Consultants.

By:  Title: County Manager
(signed)

Matthew Birnie Date: 6/4/24
(printed)



AMENDMENT NO. TWO (2) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
AVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Aviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- General Aviation Ramp Construction

The Sponsor agrees to pay Aviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Bidding.....	Lump sum of \$69,051.50
TOTAL BASIC SERVICES	Lump sum of \$69,051.50

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Yeh & Associates – QA Testing.....	Lump sum of \$77,226.00
Snowbridge, Inc. – Pipe Inspection.....	Lump sum of \$6,760.00
TOTAL SUBCONSULTANT SERVICES	Lump sum of \$83,986.00

CONSTRUCTION ADMINISTRATION

Construction Administration.....	Lump sum of \$74,488.50
Post Construction Coordination	Lump sum of \$63,503.30
TOTAL CONSTRUCTION ADMINISTRATION	Lump sum of \$137,991.80

ON-SITE COORDINATION

On-Site Construction Coordination	Cost Plus of \$66,411.36
Fixed Fee for Construction Coordination	Lump Sum of \$13,500.00
On-Site Construction Survey	Cost Plus of \$14,659.69
Fixed Fee for Construction Survey	Lump Sum of \$3,000.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination.....	Actuals Not to Exceed of \$15,682.40
Reimbursable Costs During Construction Survey.....	Actuals Not to Exceed of \$2,858.25

TOTAL ON-SITE COORDINATION AND FIXED FEE..... Lump sum of \$116,111.70

TOTAL SPECIAL SERVICES..... \$338,089.50

TOTAL..... \$407,141.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2024.

SPONSOR:
Gunnison County

JVIATION, A WOOLPERT COMPANY, LLC:

By: 

By: _____

Name: Jonathan Houck

Name: Jason Virzi, PE

Title: Chairperson

Title: Vice President

**SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
AIP Project No. 3-08-0030-063, 064-2023
General Aviation Ramp Reconstruction – Schedule I**

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated November 2, 2022 between Gunnison County and Jviation, a Woolpert Company for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as “Sponsor” and Jviation, a Woolpert Company, is indicated as “Engineer.” The construction budget for this project is \$3,013,140.50. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of supporting Bidding, Construction Administration, Post-Construction Coordination, On-Site Construction Coordination, and On-Site Construction Survey for the Schedule I of the General Aviation Ramp Reconstruction Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

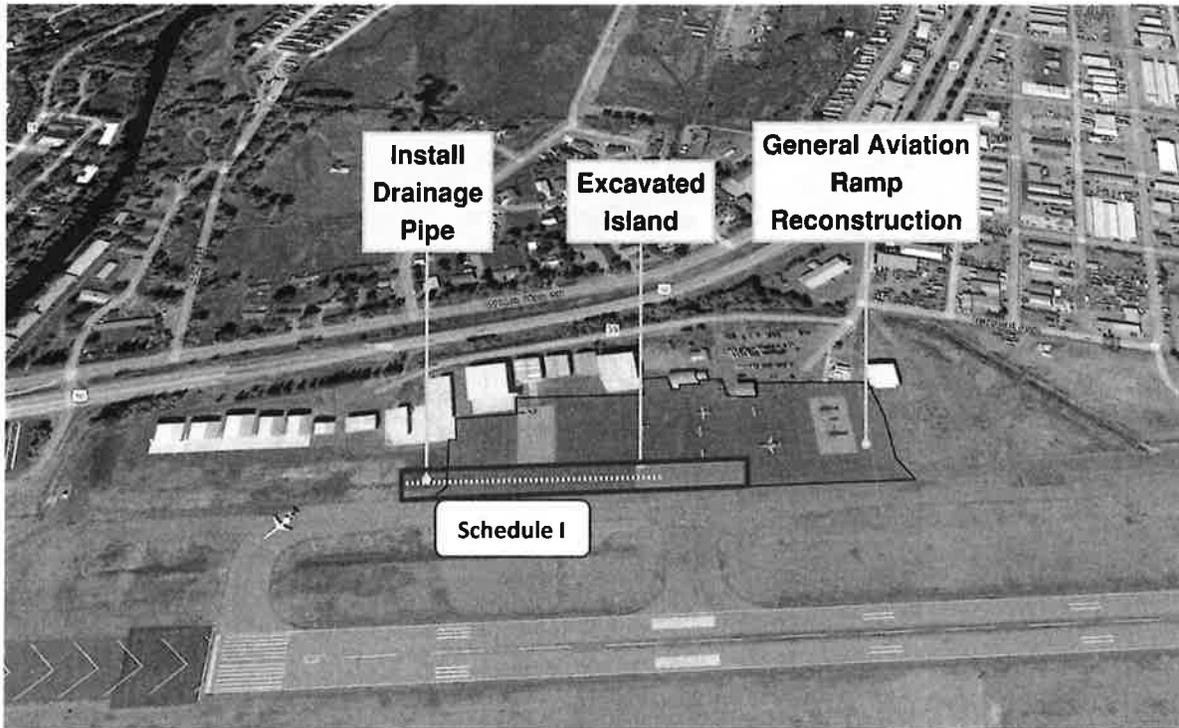


EXHIBIT NO. 1

DESCRIPTION

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 1985. The pavement section includes 2" to 11" of asphalt over 0" to 7.5" of base material on native subgrade. The condition of the asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt needs to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 the western ¼ of the asphalt ramp has a PCI value of 40. The eastern ¼ of the asphalt ramp has a PCI value of 31.

The reconstruction of the pavement section will include full depth removal of the existing asphalt pavement and base material. The asphalt millings will be stored onsite, south of the main runway. The base and subgrade material will be removed offsite. The subgrade will be prepared to the geotechnical engineer's recommendations before installing a drainable base rock layer. The stabilize base and top layer of the pavement section will be comprised of either concrete or asphalt.

The concrete hard stands in the GA Ramp are in better shape. The Western concrete hard stand has a 2022 PCI value of 90. The Eastern concrete hard stand has a 2022 PCI value of 78. These can be repaired with future schedules of work and have life remaining.

The existing GA Ramp has one area that allows direct access from the ramp to the runway. This has been identified as requiring correction during the project. In this area the existing pavement will be removed and will not be replaced. A drainage pipe will be installed to drain the new infield island.

The project will be phased to minimize impacts to existing operations and to accommodate the anticipated funding schedule. The construction of the project will be funded by the AIP Program and was divided into work schedules to meet available funds. This scope of work considers the construction of the Schedule I only in the 2024 construction season. Schedules II and III will be constructed in the following years under new scopes of work.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Bidding Phase, and Reimbursable Costs During Bidding and **Part B-Special Services**, which includes; 2) Construction Administration Phase, 3) Post-Construction Coordination Phase, 4) On-Site Construction Coordination Phase or Field Engineering, 5) On-Site Construction Survey Phase, and Reimbursable Costs during Survey and Construction. Additional services that will be completed by subconsultants to the Engineer, including the quality assurance testing during construction and post-construction pipe inspection will also be included under **Part B-Special Services**. Parts A and B and the five phases are described in more detail below.

PART A - BASIC SERVICES consists of the Bidding Phase, invoiced on a lump sum basis.

1.0 Bidding Phase

1.01 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings with the FAA and the Sponsor. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

1.03 Prepare Federal Grant Applications. This task consists of preparing up to two federal grant applications: Entitlement and BILS. The applications will be submitted during the initial portion of the project. Preparation of the applications includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant applications to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed applications to the FAA for further processing.

1.04 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing.

1.05 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

1.06 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

1.07 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

1.08 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

1.09 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

1.10 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 1.9. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. If the project cannot be awarded, a separate proposal to rebid the project will be provided.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.02 Schedule, PSR, and Monthly Invoicing		✓
1.02 Pay Request Review Documentation	✓	✓
1.02 Weekly/Monthly Reports	✓	✓
1.02 Quarterly Performance Reports	✓	✓
1.02 Change Orders/Supplemental Agreements	✓	✓
1.03 Federal Grant Application	✓	✓
1.04 Required Bidding Documents	✓	✓
1.05 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
1.06 Addenda	✓	✓
1.09 Bid Tabulations	✓	✓
1.10 Recommendation of Award	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.02 Prepare Project Scope of Work and Contract	<ul style="list-style-type: none"> • Conference Call One (1) Project Engineer and one (1) Project Manager • Assume One (2) hour via teleconference (1 meetings)
1.05 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none"> • Gunnison, CO One (1) Project Manager and one (1) Project Engineer • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for site visit
1.08 Attend Bid Opening	<ul style="list-style-type: none"> • Gunnison, CO One (1) Project Manager and one (1) Project Engineer • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member per site visit

EX Reimbursable Costs During Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the 2) Construction Administration Phase, 3) Post-Construction Coordination Phase (invoiced on a lump sum basis), 4) On-Site Construction Coordination Phase, and 5) On-Site Construction Survey Phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for the quality assurance testing during construction and post-construction pipe inspection.

2.0 Construction Administration Phase

2.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

2.02 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

2.03 Coordinate Quality Assurance Testing. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

2.04 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Project Manager, Construction Manager, and a Senior Construction Manager. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project.

2.05 Prepare/Submit Construction Management Plan. This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

2.06 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will

review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

2.07 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be four RFRs for expenses incurred during the construction and closeout phase of the project.

2.08 Coordinate and Attend Quality Assurance/Quality Control Workshop. Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a Quality Assurance (QA)/Quality Control (QC) workshop when paving operations are anticipated to be greater than \$500,000. The Engineer will attend the workshop, which will be facilitated by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control, and any other necessary parties. It is anticipated that representatives of the Engineer will include the Project Manager, Construction Manager, and a Senior Construction Manager. Paving operations will not be permitted prior to this meeting's occurrence.

2.09 Perform Site Visits During Construction. The Project Manager shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make up to two site visits to the project. Additionally, during critical stages of construction, a Senior Construction Manager will be on-site to assist the Construction Manager in ensuring that key project elements are completed in accordance with the project plans and specifications, within the time period allotted for construction, and according to best construction practices. It is anticipated that the Senior Construction Manager will make two site visits of two days each for a total of four days on-site during construction.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
2.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
2.04 Pre-Construction Agenda and Meeting Minutes	✓	✓
2.05 Construction Management Plan	✓	✓
2.06 Review and Approval of SPCD and Final SPCD	✓	✓
2.07 Request for Reimbursement	✓	✓
2.08 QA/QC Workshop Meeting Minutes	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.04 Conduct Pre-Construction Meeting	<ul style="list-style-type: none"> • Gunnison, CO One (1) Project Manager, one (1) Construction Manager, and one (1) Senior Construction Manager • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for the site visit
2.08 Attend QA/QC Workshop	<ul style="list-style-type: none"> • Gunnison, CO One (1) Project Manager, one (1) Construction Manager, and one (1) Senior Construction Manager • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for the site visit
2.09 Perform Site Visits During Construction	<ul style="list-style-type: none"> • Gunnison, CO One (1) Project Manager • Assume two-day site visit (2 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Project Manager for each site visit
2.09 Site Visits During Critical Construction Activities	<ul style="list-style-type: none"> • Gunnison, CO One (1) Senior Construction Manager • Assume two-day site visit (2 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Senior Construction Manager for each site visit

3.0 Post-Construction Coordination Phase

3.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

3.02 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

3.03 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

3.04 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

3.05 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements (Regional Guidance Northwest Mountain Airports Division 620-05: Standard Handout for Final Reports).

3.06 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

3.07 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

3.08 Update Airport Layout Plan (ALP). The Engineer will review and update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the ADO for review. Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Final Testing Report	✓	✓
3.02 Clean-up List	✓	✓
3.03 Punchlists	✓	✓
3.04 Record Drawings	✓	✓
3.05 Final Construction Report	✓	✓
3.06 DBE Uniform Report	✓	✓
3.07 Project Cost Summary	✓	✓
3.08 Updated ALP	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.03 Conduct Final Inspection	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Project Manager for each site visit

4.0 On-Site Construction Coordination Phase

This phase will consist of providing one full-time Construction Manager supported by one full-time Field Engineer. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager’s direction. It is estimated that it will take **28 calendar days** to complete construction of the project.

4.01 Provide Resident Engineering. The Construction Manager will work approximately **12 hours per day** and the one half-time Field Engineer will be on-site approximately **12 hours per day** as needed. It is assumed that the Construction Manager and Field Engineer will be able to complete all daily project documentation in the course of their shift and that total on-site inspection time is anticipated to be **28 calendar days**. It is assumed that the Contractor will work **six (6) days** a week during the construction period **resulting in 24 working days**.

The following tasks will be performed during the course of a typical day’s shift during construction:

- a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project’s Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include

information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.

- b. Review survey data and other construction tasks for general compliance with the construction documents.
- c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- d. Prepare and process change orders.
- e. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- f. Review quality control and quality assurance testing results for conformance with the project specifications.
- g. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- h. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- i. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD.
- j. Verify that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- k. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
- l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

TASK 4 DELIVERABLES	TO FAA/STATE	TO SPONSOR
4.01a Coordinate Submittal Reviews		✓
4.01c Coordinate RFIs	✓	✓
4.01d Change Orders	✓	✓
4.01e Payroll Reviews		✓
4.01f Quality Assurance/Quality Control Results Compilation	✓	✓
4.01h Periodic Cost Estimates	✓	✓
4.01k Weekly Reports	✓	✓

5.0 On-Site Construction Survey Phase

5.01 Provide Construction Survey Control. Prior to the beginning of construction, the Surveyor will verify existing project control and move/set additional control outside of grading limits to control the project. Project control will be tied to existing airport control points and updated positions will be provided to the Contractor for use during the project. Project control will be verified by the Surveyor two (2) times throughout the course of construction. If additional project control is required, the Surveyor will provide the work as an additional service to the Contractor. Surveying will be performed under the direct supervision of a state-licensed Professional Land Surveyor.

TASK 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Provide Survey Control Report	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.01 Provide Survey Control	<ul style="list-style-type: none"> • Gunnison, CO One (1) Survey Crew • Assume two (2) full day site visits (two total trips) Assume travel to/from Denver, CO with one (1) overnight stay for the Survey Crew for each site visit

EX Reimbursable Costs During Survey and Construction. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 2 and 3 Reimbursables are invoiced on a lump sum basis and Sections 4 and 5 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-152 Excavation and Embankment
- Item P-154 Subbase Course
- Item P-209 Crushed Aggregate Base Course
- Item P-401 / P-403 Plant Mix Bituminous Pavements
- Item P-610 Structural Portland Cement Concrete

To facilitate testing during construction, it is anticipated that an onsite, AASHTO accredited, mobile laboratory will be required.

D-701 Pipe Inspections. Pipe inspections will be completed by a third party under the supervision of the Engineer.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
4. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
5. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
6. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

BASE AGREEMENT
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
GUNNISON COUNTY
GUNNISON, COLORADO

Gunnison County (the "Sponsor"), agrees to retain the firm of Jviation, A Woolpert Company (the "Engineer") to perform the scope of engineering services as outlined below at the Gunnison Crested Butte Regional Airport (the "Site"). The term of this Base Agreement (the "Agreement") shall become effective upon execution by the parties and will remain in effect for five (5) years until or as terminated in accordance with the terms below.

SECTION 1. PROJECT LIST

1.1 This Agreement is for engineering services at the Site, which may include the following items (collectively, the "Project"):

- Rehabilitate Portion of Taxiway A (from A4 eastwards)
- Rehabilitate General Aviation Apron
- Rehabilitate Taxiway Connectors A4 through A8
- Expand General Aviation Apron and Facilities
- Update ALP
- SRE acquisition Runway Plow Vehicle
- ARFF Equipment
- Rehabilitate Runway 06/24 (pavement maintenance)
- DBE Reporting and Goal Setting
- Projects identified and approved under new Master Plan if within contract period

SECTION 2. SCOPE OF SERVICES

The engineering services to be provided in connection with the Project will be specified in an Amendment to this Agreement, a sample of which is attached as Exhibit A hereto, or a Statement of Work (an "SOW") accompanying such Amendment (such services collectively, when and as specified in Amendments and SOWs, the "Services").

2.1 Basic Services. Engineer may provide the following services if included in a SOW:

2.1.1 Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer's estimate, required statements and notifications, the environmental documentation, and state and regional reviews as required.

2.1.2 Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration (“FAA”), users, city, county, and other interested parties;

2.1.3 Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations;

2.1.4 Review, and revise as necessary, the airport drawings which provide the basis for the project design;

2.1.5 Prepare preliminary Plans and Specifications and cost estimates for the design and construction;

2.1.6 Provide an acceptable airport layout plan, including exhibits and associated drawings, as required;

2.1.7 Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor and (as required) to the FAA prior to advertising for bids;

2.1.8 Prepare a design engineer’s report, including estimates of final quantities and opinion of probable construction costs. The report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA;

2.1.9 Prepare or assist in the preparation of an application for federal funds and a property map;

2.1.10 Prepare Construction Safety and Phasing Plan (CSPP);

2.1.11 Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;

2.1.12 Provide complete sets of approved Plans and Specifications and other contract documents for bidding the project;

2.1.13 Arrange for and conduct a pre-bid conference and job showing;

2.1.14 Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;

2.1.15 Perform miscellaneous engineering services, e.g. hydrology studies, as requested by airport management.

2.2 Special Services. The Engineer may also provide the following special Services:

2.2.1 Soils and pavement investigations (for design), including performing soils and/or pavement testing and investigation of proposed construction areas as required for design.

2.2.2 Topographic surveys (for design), including performing topographic surveys of proposed construction areas as required for design.

2.2.3 Construction administration, including administering proposed construction activity.

2.3 **Field Engineering Services.** This Section 2.3 shall apply only if engineering coordination services are included within an Amendment. In such case, Engineer shall arrange for and conduct a pre-construction conference, and shall provide complete resident engineering coordination of the construction work on the Project, with sufficient qualified inspectors, who shall be present during all construction operations, to observe that construction is accomplished in accordance with the Plans and Specifications. It is expressly understood that the term "engineering coordination" does not mean that the Engineer will assume any responsibility that replaces in any way the duties and authority of a construction superintendent or other contractor charged with responsibility for the construction operation, including ways or means of construction or job site safety.

2.3.1 The Engineer, in carrying out his or her responsibilities for engineer coordination, shall endeavor to guard the Sponsor against defects and deficiencies in the permanent work constructed by the contractor, but does not in any way guarantee the performance of the contractor. The provisions of this Section 2.3 do not limit or modify Engineer's duty to act in accordance with the professional standards set forth in Section 7 below.

2.3.2 Whenever the Engineer considers it necessary or advisable in endeavoring to guard the Sponsor against defects and deficiencies in the work constructed by the contractor, the Engineer shall have the authority to provide surveys and to observe and check surveys conducted by the contractor.

2.3.3 The Engineer shall conduct materials tests required by the FAA and observe and evaluate all such tests made by the contractor in the field and in the laboratory as necessary in accordance with the Plans and Specifications. Copies of all test reports will be furnished to the Sponsor and the FAA. Test results will be available within 24 hours of receipt.

2.3.4 The Engineer shall act as the Sponsor's agent during construction to protect the Sponsor's interest and shall have the authority to recommend to the Sponsor that the construction be stopped if not in accordance with the Plans and Specifications. The Engineer will furnish the Sponsor and the FAA a weekly construction progress and inspection report if requested.

2.3.5 The Engineer shall prepare all addition and deletion change orders and supplemental agreements as required. After acceptance of a construction contract by the contractor, copies will be submitted to the Sponsor and the FAA for approval and signature before proceeding with the work.

2.3.6 The Engineer shall prepare periodic estimates during the construction of the Project and shall prepare the final estimate when the work is completed. Periodic estimates shall be submitted regularly to the Sponsor for the concurrence and submittal to the FAA for Federal participation payment requests.

2.3.7 The Engineer shall review the submitted weekly contractor's payrolls, check shop drawings, and construction submittal; and prepare and maintain necessary records of construction progress.

2.3.8 When the Project has been completed and is ready for final acceptance, the Engineer shall arrange for inspection of the finished work by the FAA, the Sponsor, the contractor, and the Engineer, following which the final estimate for the work will be considered by the Sponsor.

2.3.9 Upon acceptance of the Project, the Engineer shall prepare record drawings, including any field surveying required to compute final quantities, and a construction engineering report, and shall provide the Sponsor and the FAA with one (1) set of reproducible record drawings, one

electronic copy and one (1) copy of the construction report. These documents shall be provided in both hard copy and in an acceptable electronic format to the Sponsor.

2.3.10 On completion of the Project, the Engineer shall prepare and supply the Sponsor with an airport pavement maintenance program for the improvements constructed under the Project.

SECTION 3. COMPENSATION AND PAYMENT

The Sponsor shall pay Engineer the consideration set forth in each Amendment; which consideration shall constitute complete payment for all Services furnished in connection with the work required to be performed under the Amendment.

3.1 Method of Compensation. Each Amendment shall specifically identify the Services, the type of compensation, the applicable rates, and the reimbursable expenses.

3.1.1 For performance of Services included in each "Lump Sum" Amendment, which shall be defined and delineated in advance, payment to the Engineer will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there is a Change in Scope (as defined below). In that event, the lump sum would be subject to re-negotiation, and Engineer will prepare and submit a supplemental Amendment for Sponsor's approval.

3.1.2 For performance of Services described in each "Cost-Plus-a-Fixed-Fee" Amendment, the Sponsor shall reimburse the Engineer for allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.

- (A) The rates are identified on Exhibit B, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit B are subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.
- (B) The overhead rate is 199.73%, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.
- (C) The fixed fee is 20% of labor costs, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

Amendments with a cost-plus-a-fixed-fee payment may be renegotiated for both the contract upper limit, defined as the not-to-exceed contract value, and the fixed fee. In order for renegotiation to occur, the following must take place:

- 1) The Engineer must alert the Sponsor when the Engineer's cumulative costs approach the upper limit.
- 2) The Sponsor and Engineer should assess whether the remaining work effort can be completed within the remaining contract limits.
- 3) The Engineer must obtain Sponsor approval before exceeding the upper limit.

An increase in costs over the original contract value can occur for several reasons including, but not limited to, poor performance of construction contractor that results in additional inspection

and oversight efforts; increase in construction contract time due to weather events that exceed the norm for the location; and added scope of work or services.

On occasion, the Engineer is called upon to continue technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the Engineer. In this instance the Engineer must be reimbursed for services in excess of the specified period of time agreed upon in each Amendment at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional Engineer technical inspection services that result from contractor caused construction delays will be included in the liquidated damages established for construction contracts.

3.2 Expenses. Sponsor shall pay all publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state, or federal authorities; and shall secure the necessary land, easements, and rights-of-way required for the Project.

3.3 Payment Schedule.

3.3.1 For performance of the Services described in each Amendment, Sponsor shall pay the compensation set forth in such Amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the Amendment.

3.3.2 Payments for all Services performed pursuant to executed Amendments shall be due within thirty (30) days after the receipt of invoices. If the Sponsor disputes any portion of an invoice, it shall not be relieved of the responsibility of paying the undisputed portion thereof.

3.4 Changes in Scope.

3.4.1 It is mutually understood and agreed that the Sponsor will compensate Engineer for Services resulting from significant changes in general scope of the Project or its design, including changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids (collectively, "Changes in Scope"), only when:

- (A) Such revisions are due to causes beyond the Engineer's control,
- (B) The Sponsor has authorized the additional work in an executed Amendment.

3.4.2 Compensation for such extra work when authorized by the Sponsor shall be established in each Amendment.

SECTION 4. CONTRACT DOCUMENTS

4.1 For purposes of this Agreement, the "Plans and Specifications" means all engineering designs, plans, drawings, specifications, and other reports that the Engineer delivers to the Sponsor in connection with the Project.

4.2 Technical Information. The Sponsor shall make available to the Engineer all technical data that is in the Sponsor's possession including maps, surveys, property descriptions, borings, and other information required by the Engineer and relating to the Site, the Project, and the Services.

4.3 Approval of Plans and Specifications. The Sponsor shall cooperate with the Engineer in the approval of the Plans and Specifications, or should any part of such Plans and Specifications be disapproved, shall make a timely decision in order that no undue expense will be caused the Engineer because of lack of decisions. If the Engineer is caused to incur other expenses such as extra drafting, due to changes ordered by the Sponsor after completion and approval of the plans and specifications, the Engineer shall be equitably paid for such extra expenses and services involved.

4.4 Construction Cost Opinion. Upon request by Sponsor, the Engineer shall prepare an opinion of probable construction costs, representing Engineer's reasonable judgment as a design professional (a "Cost Report"). Such Cost Report shall be provided for Sponsor's internal use and guidance only, and under no circumstances does Engineer guarantee the accuracy of the Cost Report as compared to contractor bids or actual cost to the Sponsor. Sponsor acknowledges that Engineer has no control over the actual costs of labor or materials, or over competitive bidding or market conditions.

4.5 Ownership of Plans. The original Plans and Specifications shall remain the property of the Engineer. However, reproducible copies of drawings and copies of other pertinent data will be made available to the Sponsor upon request. The Sponsor may not reuse the Plans and Specifications for any purpose other than the Project except upon (A) prior written consent of Engineer, and (B) Sponsor's agreement to indemnify, defend and hold Engineer harmless for any liability resulting from such reuse.

4.6 Delivery of Plan. The Engineer shall deliver to the Sponsor: (A) one (1) hard-copy of the final Plans and Specifications, and (B) the final Plans and Specifications in electronic form, in a reproducible and modifiable format as reasonably requested by the Sponsor (such as, for example, AutoCAD, MicroStation or other computer aided design files).

SECTION 5. FEDERAL COMPLIANCE

Engineer represents and covenants to Sponsor as follows:

5.1 The Sponsor, the FAA, and the Comptroller General of the United States or any of their designated representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the grant program for the purpose of audit examination, excerpts, and transcriptions.

5.2 The Engineer has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, "Equal Employment Opportunity." The Engineer does not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Goals and targets are specified in the affirmative action plan to assure its implementation.

5.3 All services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

5.4 It is the policy of the DOT that "Disadvantaged Business Enterprises" (as defined in 49 CFR Part 26) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds, and the requirements of 49 CFR Part 6 shall apply to this Agreement.

5.5 The Engineer shall ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Contractors shall take all necessary and reasonable

steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform in the award and performance of DOT assisted contracts.

SECTION 6. INSURANCE

6.1 The Engineer shall procure and maintain at its expense during the term of this Agreement the following insurance from insurance companies authorized to do business in the State in which the Site is located, covering all operations and services under this Agreement performed by Engineer.

6.1.1 Worker's compensation and Employer's Liability insurance in accordance with the provisions of applicable law.

6.1.2 Commercial general liability in amounts not less than \$1 million combined single limit per occurrence and \$2 million aggregate for bodily injury, personal injury, and property damage with endorsements to include contractual liability. Engineer shall name Sponsor as Additional Insured for ongoing operations, to the extent permitted by law. Coverage shall be primary.

6.1.3 Automobile liability, bodily injury and property damage with a limit of \$1 million for occurrence, combined single limit including owned, hired and non-owned autos.

6.1.4 Professional liability insurance in amounts not less than \$1 million per claim and annual aggregate.

6.2 The Engineer shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this Section 6.

6.2.1 To the extent commercially available to Engineer from its current insurance company, insurance policies required under subsection shall contain a provision that the insurance company or its designee must give the Sponsor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company.

SECTION 7. STANDARD OF CARE

7.1 The Services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the engineering profession, performing similar services in the same locality, and under the same or similar circumstances and conditions as of the date that such Services are performed. Engineer's sole liability to Sponsor for any non-conforming Services or work shall be to correct the defective item.

7.2 The remedies provided above are the Sponsor's sole remedies for any failure of Engineer to comply with its obligations. Correction of any nonconformity or reimbursement to Sponsor in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of the Engineer for defective or nonconforming Services, whether the claims of the Sponsor are based in contract, in tort (including negligence and strict liability), or otherwise with respect to or arising out of work performed hereunder.

SECTION 8. FORCE MAJEURE

Any delay or failure of engineer in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm,

discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of the Engineer, provided that prompt written notice of such delay or suspension given by the Engineer to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Engineer shall be reimbursed for the cost of such delays.

SECTION 9. TERMINATION

9.1 Termination by Sponsor. Upon five (5) business days written notice to Engineer, Sponsor may terminate the Engineer's right to proceed further with the Project and Services under this Agreement or any Amendment. In the event of such termination, Sponsor may take possession of the Project in such manner as Sponsor may deem expedient, but Engineer shall not be liable to the Sponsor for any excess cost of completion of any Services, Sponsor shall reimburse the Engineer for all costs associated with the cessation of Services, plus that portion of the Services performed prior to the date of such termination, and Sponsor shall thereafter assume all obligations, commitments, or other liabilities that the Engineer shall have theretofore incurred or made in connection with its performance of the Services and for which Engineer has not been paid and released.

9.2 Termination by Engineer. If work on the Project shall be delayed for more than 30 calendar days of account of one or more of the occurrences set forth in Section 8, or if Sponsor shall fail to pay the Engineer in accordance with the terms of Section 3, the Engineer may, at its option, upon five (5) business days written notice to Sponsor, terminate this Agreement. In the event of any such termination, Sponsor shall reimburse the Engineer for all costs of performance of the Services as the Engineer may have incurred on account of such delays. Sponsor shall thereafter assume all obligations, commitments, or other liabilities that Engineer shall have previously incurred or made in connection with its performance of the Services and for which the Engineer has not been paid and released.

9.3 Termination Without Cause. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the case of such termination, Engineer shall be paid for all Services performed prior to the termination date.

SECTION 10. INDEMNIFICATION

10.1 General Liability Indemnification. Each party (the "Indemnifying Party") to the fullest extent permitted by law, shall indemnify, defend, and hold harmless the other party (the "Indemnified Party") their consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's 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 Indemnifying Party, 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 paragraph.

10.2 Professional Liability Indemnification. To the fullest extent permitted by applicable law, the Engineer agrees to indemnify and hold the Sponsor harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Engineer in performance of professional services under this Agreement. In no event shall the

indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations

10.3 **Damages Waiver.** Neither party to this Agreement shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings of any party, including third parties, arising directly or indirectly from the parties' relationship under this Agreement or applicable law, including claims based on contract, equity, negligence, intended conduct, tort, or otherwise (including breach of warranty, negligence, and strict liability in tort).

SECTION 11. MISCELLANEOUS

11.1 **Interpretation.** In this Agreement, unless a clear contrary intention appears, (a) words used with initial-capitalized letters shall have the definitions set forth herein, (b) the term "or" shall not be used in an exclusive manner, (c) reference to any gender includes each other gender; (d) reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) "including" (with any correlative meaning "include") means including without limitation the generality of any description preceding such term; and (f) the headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

11.2 **Notices.** All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by electronic mail (return receipt requested), overnight courier, or by certified mail, to the receiving party at the following address:

If to Sponsor: Gunnison County
200 East Virginia
Gunnison, CO 81230
Attention: Matthew Birnie
Telephone: 970-641-7602
Email: mbirnie@gunnisoncounty.org

If to Engineer: Jviation, A Woolpert Company
720 S. Colorado Blvd, Ste. 1200-S
Glendale, CO 80246
Attention: Jesse Erickson
Telephone: 720-544-6516
Email: jesse.erickson@woolpert.com

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery.

11.3 **Disputes.** This Agreement is made under and shall be governed by and construed in accordance with the internal laws of the State of Colorado. Any controversy or claim arising out of or related to this Agreement shall be resolved by binding arbitration in accordance with the then-effective rules of the American Arbitration Association ("AAA") and limited discovery shall be permitted. Upon notification by a party of such party's intention to arbitrate a dispute (the "Notice Date"), each party shall select one arbitrator, and the two arbitrators so chosen shall select one arbitrator. Each of the arbitrators chosen shall be impartial and independent of the parties. If a party fails to select an arbitrator within twenty days after delivery of the Notice Date, or if the arbitrators chosen fail to select a third arbitrator within twenty days after being chosen, then any

party may in writing request the judge of the United States District Court closest to Denver, Colorado senior in term of service to appoint the arbitrator or arbitrators. Each arbitration hearing shall be held at a place in Denver, Colorado acceptable to a majority of the arbitrators. The decision of a majority of the arbitrators shall be reduced to writing and shall be binding on the parties. Judgment upon the award rendered by a majority of the arbitrators may be entered and execution had in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The charges and expenses of the arbitrators shall be allocated as determined by the arbitrators.

11.4 **Severability.** The provisions of the Agreement are severable, and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this contract may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, Engineer and Sponsor shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of this contract and maintain the allocation or risk, liabilities and obligations originally agreed upon.

11.5 **Governing Law.** The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Colorado.

11.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

11.7 **Warranties – Exclusion or Limitation.** Except as specifically provided in this Agreement, Engineer does not make, give or extend, and the Sponsor waives, any warranties, representations or guarantees of any kind or nature, express or implied, arising by law, statute, in contract, civil liability or tort, or otherwise, concerning the transaction which is the subject of the Plans and Specifications or the Services, including any performance guaranty and any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or work furnished under this Agreement.

11.8 **Successors; Assignment.** This Agreement shall be binding upon each party and its successors and assigns. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this contract without the written consent of the other.

11.9 **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or other electronically delivered signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

11.10 **Section 163.** The FAA's federal action is limited to airport layout plan (ALP) approval of only those portions of projects that meet the criteria established in 49 U.S.C. §47107(a)(16)(B), commonly referred to as Section 163(d) of the FAA Reauthorization Act of 2018. If it is determined that the FAA does not have authority over a portion of the project and associated work completed ahead of the determination is no longer FAA eligible, the Sponsor will remain responsible for this portion of the work.

11.11 TABOR. This Agreement is subject to Sponsor making an annual budget appropriation in an amount sufficient to fund this Agreement. If Sponsor fails or refuses to make such an appropriation, Sponsor reserves the right to terminate this Agreement pursuant to Section 9 of this Agreement.

11.12 Immigration Compliance Certification.

11.12.1 Jviation certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

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

11.12.3 Jviation 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.

11.12.4 Jviation 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.

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

SECTION 12. FAA PROVISIONS

The parties recognize that these Federal Provisions may be revised from time to time by the Federal Government.

I. CIVIL RIGHTS ACT OF 1964, TITLE VI - CONTRACTOR CONTRACTUAL REQUIREMENTS (*Reference: 49 CFR Part 21*)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination.** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations

under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - b) Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (*Compliance with Regulations, Nondiscrimination, Solicitations for Subcontracts, Information and Reports, and Sanctions for Noncompliance*) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

III. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (*Reference: Airport and Airway Improvement Act of 1982, Section 520; Title 49 47123; AC 150/5100-15, Para. 10.c.*)

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

IV. DISADVANTAGED BUSINESS ENTERPRISES (*Reference: 49 CFR Part 26*)

- **Contract Assurance (§26.13)** - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:
 - 1) Withholding monthly progress payments;
 - 2) Assessing sanctions;
 - 3) Liquidated damages; and/or
 - 4) Disqualifying the Contractor from future bidding as non-responsible.

- **Prompt Payment (§26.29)** - The prime Engineer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than Fifteen (15) days from the receipt of each payment the prime Engineer receives from Sponsor. The prime Engineer agrees further to return retainage payments to each subcontractor within Fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

V. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (*Reference: 49 CFR Part 20, Appendix A*)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VI. ACCESS TO RECORDS AND REPORTS (*Reference: 49 CFR Part 18.36(i); FAA Order 5100.38*)

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

VII. BREACH OF CONTRACT TERMS (*Reference: 49 CFR Part 18.36*)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Engineer must correct the breach. Sponsor may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

VIII. RIGHTS TO INVENTIONS (*Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38*)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Sponsor in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

IX. TRADE RESTRICTION CLAUSE (*Reference: 49 CFR Part 30.13; FAA Order 5100.38*)

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subcontractors provide immediate written notice to the Engineer if at any time it learns that its certification was erroneously by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subcontractor: Required Contract Provisions Issued on January 29, 2016 Page 64 AIP Grants and Obligated Sponsors Airports (ARP)

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Sponsor or the FAA.

X. TERMINATION OF CONTRACT (*Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38*)

The Sponsor may, by written notice to the Engineer, terminate this Agreement for its convenience and without cause or default on the part of the Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

Termination by Sponsor: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Engineer to:

- 1) Perform the services within the time specified in this contract or by the Sponsor approved extension;
- 2) Make adequate progress so as to endanger satisfactory performance of the Project;
- 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Sponsor:

- 1) Defaults on its obligations under this Agreement;
- 2) Fails to make payment to the Engineer in accordance with the terms of this Agreement;
- 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Sponsor agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Sponsor agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (*Reference: 49 CFR Part 29; FAA Order 5100.38*)

The Engineer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

XII. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (*Reference: 20 CFR part 1910*)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XIII. CLEAN AIR AND WATER POLLUTION CONTROL (*Reference: 2 CFR § 200 Appendix II(G)*)

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Engineer must include this requirement in all subcontracts that exceeds \$150,000.

XIV. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (*Reference: 2 CFR § 200 Appendix II (E)*)

- 1. Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.
- 3. Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.
- 4. Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

XV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (*Reference: 29 USC § 201, et seq.*)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XVI. TEXTING WHEN DRIVING (*Reference: Executive Order 13513, DOT Order 3902.10*)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Sponsor encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

XVII. ENERGY CONSERVATION REQUIREMENTS (*Reference: 2 CFR § 200 Appendix II(H)*)

Engineer and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

XVIII. VETERAN'S PREFERENCE (*Reference: 49 USC § 47112(c)*)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XIX. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (*Reference: Section 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 and DOT Order 4200.6*)

By signing this Agreement, the Consultant agrees:

1. It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid

in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

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

By: [Signature]
Jonathan Houck, Chairperson

[Signature]
Roland Mason, Commissioner

[Signature]
Elizabeth Smith, Commissioner

Attest:



[Signature]

Katherine Haase, Deputy Clerk

ENGINEER:
Aviation, A Woolpert Company

By: [Signature]

Name: Jason Virzi, PE

Title: Vice President

Attest:

[Signature]

**Exhibit A
to
Base Agreement
Form of Amendment**

See attached.

AMENDMENT NO. ONE (1) TO CONTRACT
DATED _____
BETWEEN
AVIATION, A WOOLPERT COMPANY
AND
SPONSOR
CITY, STATE

The Sponsor and the Engineer agree to amend their contract for improvements to the _____, _____ (city), _____ (state) to include fees for engineering services. The improvement Item No. is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Item No.
• or other work as identified.

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART A - BASIC SERVICES

DESIGN	
Preliminary Design	Lump sum of \$0.00
Design	Lump sum of \$0.00
BIDDING	
Bidding.....	Lump sum of \$0.00
REIMBURSABLE COSTS (typically remove this section and roll fees into specific elements)	
Reimbursable Costs During Design.....	Lump sum of \$0.00
TOTAL BASIC SERVICES	Lump sum of \$0.00

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

GEOTECHNICAL INVESTIGATIONS (FOR DESIGN)	
Geotechnical Investigations	Lump sum of \$0.00

TOPOGRAPHIC SURVEYS (FOR DESIGN)

Topographic Surveys..... Time and Materials of \$0.00

ACCEPTANCE TESTING (FOR CONSTRUCTION)

Acceptance Testing..... Lump Sum of \$0.00

TOTAL SUBCONSULTANT SERVICESLump sum of \$0.00

CONSTRUCTION ADMINISTRATION

Construction Administration Lump Sum of \$0.00

Pre-Construction Coordination..... Lump Sum of \$0.00

Post Construction Lump Sum of \$0.00

TOTAL CONSTRUCTION ADMINISTRATIONLump sum of \$0.00

CONSTRUCTION COORDINATION AND FIXED FEE

Construction Coordination Cost Plus of \$0.00

Fixed Fee for Construction Coordination Lump Sum of \$0.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination.....Actuals Not to Exceed of \$0.00

TOTAL CONSTRUCTION COORDINATION AND FIXED FEE.....\$0.00

TOTAL SPECIAL SERVICES.....\$0.00

TOTAL.....\$0.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 202__.

SPONSOR:

[NAME]

ATTEST:

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

ENGINEER:

Aviation, A Woolpert Company

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

Exhibit B
to
Base Agreement
Rates

See attached.

Jviation, A Woolpert Company
Billing Rate Schedule for 2022

Principal	\$295.00
Senior Consultant III	\$285.00
Senior Consultant II	\$275.00
Senior Consultant I	\$265.00
Senior Project Manager	\$290.00
Engineer Program Director I	\$290.00
Project Manager IV	\$255.00
Project Manager III	\$230.00
Project Manager II	\$210.00
Project Manager I	\$180.00
Engineer Phase Manager IV	\$210.00
Engineer Phase Manager I	\$155.00
Quality Control Manager	\$255.00
Electrical Phase Manager IV	\$260.00
Associate Electrical Engineer I	\$140.00
Engineer III	\$175.00
Associate Engineer II	\$155.00
Associate Engineer I	\$130.00
Architect II	\$190.00
Architectural Designer II	\$170.00
Architectural Designer I	\$130.00
Planning Manager	\$290.00
Planner Program Director I	\$290.00
Planner IV	\$260.00
Planner Phase Manager IV	\$210.00
Planner III	\$180.00
Associate Planner I	\$155.00
Designer II	\$170.00
Construction Manager IV	\$220.00
Construction Manager III	\$195.00
Construction Manager II	\$170.00
Construction Manager I	\$140.00
CADD Tech III	\$140.00
CADD Tech II	\$120.00
CADD Tech I	\$105.00
Graphic Artist I	\$105.00
Proposal Coordinator I	\$120.00
Technical Writer I	\$120.00
Project Coordinator II	\$135.00
Project Coordinator I	\$115.00
Ops Manager III	\$280.00
Ops Manager II	\$210.00
Billing Analyst Team Lead II	\$140.00
Support III	\$120.00
Support II	\$105.00
Support I	\$95.00
Intern	\$66.00

**Woolpert Survey
Rate Schedule for 2022**

Survey Manager	\$235.00
Survey Phase Manager	\$135.00
Survey Party Chief	\$120.00
Land Surveyor (PLS)	\$175.00
GIS Technician III	\$135.00
GIS Technician II	\$105.00
UAS Pilot	\$105.00

AMENDMENT NO. ONE (1) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
AVIATION, A WOOLPERT COMPANY
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Aviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Rehabilitate General Aviation Apron

The Sponsor agrees to pay Aviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design	Lump sum of \$76,840.00
Design	Lump sum of \$322,770.00
TOTAL BASIC SERVICES	Lump sum of \$399,610.00

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Geotechnical Investigations	Lump sum of \$54,000.00
Cultural Resource Survey	Lump sum of \$3,000.00

TOTAL SUBCONSULTANT SERVICES	Lump sum of \$57,000.00
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DESIGN SURVEY

Design Survey	Lump sum of \$23,050.50
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TOTAL CONSTRUCTION ADMINISTRATION	Lump sum of \$23,050.50
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TOTAL SPECIAL SERVICES.....	\$80,050.50
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TOTAL.....	\$479,660.50
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Method of payment shall be as follows:

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 20th day of December 2022.

SPONSOR:
Gunnison County

ATTEST:

By: [Signature]
Name: Jonathan Houck

[Signature]



Title: Chair, Board of County Commissioners

JVIATION, A WOOLPERT COMPANY:

By: [DocuSigned by: Jason Virzi]
88C66644F188434

Name: Jason Virzi, PE

Title: Vice President

**SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
CDAG Project No. 23-GUC-01
General Aviation Ramp Rehabilitation
with Apron Expansion Preliminary Planning**

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated November 2, 2022 between Gunnison County and Jviation, a Woolpert Company for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company is indicated as "Engineer." The estimated construction costs for the apron rehabilitation is \$9,600,000 and the budget for this phase of the project is approximately \$4,500,000. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Report, along with Design Survey and Geotechnical Investigation for the General Aviation Ramp Rehabilitation with General Aviation Ramp Expansion Preliminary Planning Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



EXHIBIT NO. 1 – General Aviation Ramp Improvements

DESCRIPTION

The project scope of work will include two main components: rehabilitate the General Aviation Ramp pavement and preliminary planning for the expansion of the General Aviation Ramp to the east. All work elements will include a field investigation and design analysis. The project will be phased to minimize impacts to existing operations and to accommodate the anticipated funding schedule.

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 1985. The pavement section includes 2" to 6" of asphalt over 10" of base material on native subgrade. The condition of the asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt may need to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 the western $\frac{3}{4}$ of the asphalt ramp has a PCI value of 40. The eastern $\frac{1}{4}$ of the asphalt ramp has a PCI value of 31.

The rehabilitation methodology will be determined with the support of a pavement and soils evaluation by a Geotechnical Engineer. Pavement structure and subsurface soil parameters will be analyzed along with the GA Ramp's fleet mix to develop alternatives for rehabilitating the asphalt pavement. Alternatives include surface asphalt replacement (mill and fill), full depth asphalt replacement, full depth asphalt replacement and base reclamation (with FAA approval), or full depth pavement section replacement. Considering the deteriorated state of the existing asphalt pavement, it is unlikely that a surface asphalt replacement will be sufficient to rehabilitate the GA Ramp.

The concrete hard stands in the GA Ramp are in better shape. The Western concrete hard stand has a 2022 PCI value of 90. The Eastern concrete hard stand has a 2022 PCI value of 78. These can be repaired and have life remaining. Crack repair, joint sealing, and spall repair will be considered as rehabilitation methods.

The existing GA Ramp has one area that allows direct access from the ramp to the runway. This has been identified as requiring correction during the rehabilitation project. The current Airport Layout Plan (ALP) depicts a painted island to be located between the GA Ramp and Taxiway A2. Options for marking the area will be evaluated, considering visibility and snow removal operations.

There are portions of the GA Ramp that are not eligible for federal funding. These areas are identified in the AIP Handbook as being located within 50' of a private hangar. The program funding will identify the repairs required in these areas so that budget allowances can be set.

Depending on the rehabilitation method that is selected during the preliminary design phase, the impact to the existing GA Ramp area could be significant. In order to properly design the current rehabilitation construction, preliminary planning for future improvements will be considered. The GA Ramp Expansion is depicted to the east of the existing GA Ramp on the current ALP (approx. 100,000 square feet). The existing GA Ramp experiences high volumes of traffic, typically around the holidays. During these periods the capacity of the ramp is exceeded, requiring use of the Commercial Ramp and Taxiway A to park overflow aircraft. Expansion of the ramp will allow additional space for the overflow traffic. By providing preliminary layouts, pavement sections, and grading, the current design efforts can be developed in a way that compliments future design phases.

The expansion to the east is limited by a high-pressure gas main and an irrigation ditch. The size and connections to the ramp and taxiway system will be determined during the General Aviation Ramp Expansion Preliminary Planning task. A full depth pavement section will be developed to FAA standards to accommodate the airfield's GA fleet mix. The expansion area is located under the RPZ for Runway 17/35. The evaluation of the expansion will include recommendations for shortening the dirt Runway 17/35 to remove the GA Ramp Expansion from the RPZ.

The design of the project will be funded by a grant from the CDOT Aeronautics Division. The scope of work will include preliminary and final design. The construction of the project will be funded by the AIP Program and may need to be divided into work schedules to meet available funds.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, and Reimbursable Costs During Design and **Part B-Special Services**, which includes; 4) Design Survey Phase, and Reimbursable Costs During Survey. Additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation and cultural survey will also be included under **Part B-Special Services**. Parts A and B and the three phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, and Design Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. It is anticipated that there will be up to five meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.13.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project

1.06 Coordinate Topographical Surveys. This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 4.1. The Project Manager is expected to visit the project site to coordinate the survey activities with the Sponsor and the survey team.

1.07 Coordinate Geotechnical Investigation. This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation*. Negotiating with the geotechnical engineering firm for a cost to perform the work and providing an on-site representative of the Engineer during the geotechnical investigation is also included in this task.

1.08 Coordinate with Local Utility Companies. This task includes meeting and coordinating with local utility agencies who are anticipated to be affected by the project. The Engineer will furnish plans to the agencies at the 60% and 100% review stages of the design, or as requested, to enable the agencies to coordinate efforts for the installation or relocation of any utilities, as necessary.

1.09 Prepare State Grant Application. This task consists of preparing the state grant application for the design effort. Preparation of the application includes the following:

- Prepare state grant application on the CDOT Aeronautics website.
- Prepare Project Financial Information.
- Prepare Project Sketch (11" x 17").

The completed grant application will be saved on the CDOT Aeronautics website for the Sponsor to review. Once the Sponsor approves the grant application, the Sponsor will submit the grant application on the CDOT Aeronautics website.

1.10 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall complete a documented CATEX following current FAA guidance and address potential environmental effects resulting from the proposed project. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.11 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE program has not been updated since 2019. In order to be in compliance with 49 CFR Part 26, the program will be amended. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Prepare preliminary program with Sponsor specific information.
- Compile additional information from Sponsor to finalize program.
- Revise program after Sponsor review.
- Submit program to FAA/Civil Rights Office (CRO); revise per CRO review.
- Resubmit Program to CRO for final approval.
- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.
- Revise DBE goals after Sponsor and FAA review.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.09 State Grant Application	✓	✓
1.10 Environmental Documentation	✓	✓
1.11 DBE Program/Goal	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design and FAA Coordination Meetings.	<ul style="list-style-type: none"> Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (5 meetings)
1.06 Coordinate Topographical Surveys.	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Manager Assume Twelve (12) hour trip to Gunnison
1.07 Coordinate Geotechnical Investigation.	<ul style="list-style-type: none"> Gunnison, CO One (1) Engineer Assume Five (5) days for a twelve (12) hour per day in Gunnison
1.08 Utility Coordination with Local Utility Companies	<ul style="list-style-type: none"> Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (3 meetings)

2.0 Design Phase

2.01 Analyze Topographic Survey Data. This task includes analyzing the topographical surveying data and preparing the data for use with computer modeling. This will include the following tasks:

- Generate three-dimensional contour model from TIN - surface model.
- Prepare and process data for spot elevations, grading and/or paving cross sections.

2.02 Analyze Geotechnical Investigation Data. This task includes analyzing the geotechnical investigation. This will include the following tasks:

- Review Geotechnical Engineer recommendations.
- Determine appropriate data for the pavement design form(s).
- Provide recommendations for rehabilitation methodology.
- Input data for computer modeling with topographical survey data.
- Prepare soil information for incorporation on the construction plans.

2.03 Prepare Pavement Design. After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). Different alternatives will be reviewed including a surface rehabilitation, a full depth pavement rehabilitation, or a full depth replacement. In addition to determining the proposed pavement section for the current and anticipated traffic, a pavement classification rating (PCR) analysis will be performed to determine the runway PCR classification based on the expected fleet mix. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- Determine appropriate data for pavement design.
- Input data for computer modeling with topographical survey data.
- Prepare an exhibit showing the existing pavement and base course thickness.
- Determine areas of existing pavement to be removed and replaced.
- Prepare pavement and soils information for incorporation on the construction drawings.
- Verify elevation of water table.
- Compile the current airport fleet mix.
- Input data into FAARFIELD.

- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*.
- Verify frost design method.
- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.

2.04 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.05 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 30% complete and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.06 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	1
Survey Control Plan	1
Geotechnical Investigation Plan	2
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	4
Environmental Requirements and Details	1
Demolition Plan	5
Geometric Layout Plan	5
Overall Grading and Drainage Plan	1
Grading and Drainage Plan	5
Typical Sections	5
Pavement Marking Plan	3
Pavement Marking Details	4
Drainage Plan and Profile	2
Drainage Details	2
Seeding and Erosion Control Plan	1
Seeding and Erosion Control Details	2
Electrical Demolition Plan	2
Electrical Layout Plan	2
Electrical Details	2
Total Sheet Count	53

2.07 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-151 Clearing and Grubbing
- Item P-152 Excavation, Subgrade and Embankment
- Item P-154 Subbase Course
- Item P-207 In-Place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course
- Item P-208 Aggregate Base Course
- Item P-209 Crushed Aggregate Base Course
- Item P-217 Aggregate-Turf Runway/Taxiway
- Item P-401 Asphalt Mix Pavement
- Item P-403 Plant Mix Asphalt Pavements (Colorado Modified)
- Item P-604 Compression Joint Seals for Concrete Pavements
- Item P-605 Joint Sealants for Pavements

- Item P-610 Concrete for Miscellaneous Structures
- Item P-620 Runway and Taxiway Marking
- Item D-701 Pipe for Storm Drains and Culverts
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes
- Item T-901 Seeding
- Item T-908 Mulching
- Item L-108 Underground Power Cable for Airports
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-125 Installation of Airport Lighting Systems

Additional Non-FAA specifications will include, but are not limited to, the following items:

- Item P-159 Watering
- Item P-601 Crack Repair with Major Crack Repair
- Item P-640 Aircraft Tiedown Anchors
- Item D-710 Rock Riprap
- Item D-750 Trench Drains (Cast in Place)
- Item D-750 Trench Drains (Modular)

2.08 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, and Instruction Manuals.

2.09 Prepare Drainage Analysis and Storm Drainage Design. This task includes verifying the existing storm drainage and/or subsurface drainage systems. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition), *Airport Drainage Design*.

2.10 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, air quality, grading, hauling, batch plants, construction dewatering, permanent dewatering, and stormwater management construction plans and associated permits (SWMP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.11 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460 on the Sponsor's behalf. The anticipated use of equipment during construction requires an FAA Form 7460 to be sent to the FAA a minimum of 45 days prior to the start of construction for approval. The Engineer will prepare exhibits to illustrate the project limits and temporary construction equipment height.

2.12 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.13 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.14 Prepare Engineer's Design Report and Modification of Standards. This task includes preparation of the Engineer's Design Report in accordance with current FAA Northwest Mountain Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. Modifications of the FAA standards, as necessary, for the project will be prepared for preliminary review. The approved Modifications of Standards (MOS) will be included in the Engineer's Design Report and submitted on the MOS website (See Task 2.15 below) to the FAA and Sponsor. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.15 Prepare and Submit Modification of Standards on MOS Website. This task includes Modifications of Standards (MOS) website access coordination with the Sponsor and FAA. Modifications of the FAA standards, as necessary, for the project must be compiled and submitted to the MOS website for approval. Revisions will be completed as needed.

2.16 Review Plans at 30%, 60%, and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.17 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 30%, 60%, and 90% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.18 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor, CDOT Aeronautics, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.19 Prepare Airfield Signing and Marking Plan. This task includes providing or updating the overall airfield signing and marking plan.

2.20 Prepare Requests for Reimbursement. This task includes preparing the a form for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation for reimbursement. It is estimated there will be three RFRs for expenses incurred during the design and bidding phase of this project.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.03 Proposed Pavement Design	✓	✓
2.04 Preliminary Contract Documents for Sponsor's Review	✓	✓
2.05 CSPP at 30% and 95% Complete	✓	✓
2.11 FAA Form 7460	✓	✓
2.16 30%, 60%, and 90 % Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.18 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓
2.19 Airfield Signing and Marking Plan	✓	✓
2.20 Requests for Reimbursement	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.16 Plan Review at 30% Complete. Plan Review at 60% Complete. Plan Review at 90% Complete.	<ul style="list-style-type: none"> Gunnison, CO One (1) Engineer and one (1) Project Manager Assume Two (2) hours via teleconference (3 meetings)

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services.**

PART B - SPECIAL SERVICES consists of the Design Survey Phase (invoiced on a lump sum basis). Also included are direct subcontract costs for the proposed geotechnical investigation and cultural resource survey.

3.0 Design Survey Phase

3.01 Perform Topographical Survey. This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 15 acres.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- One permanent benchmark shall be placed for each four acres and description and elevation to the nearest 0.01 foot. A minimum of three (3) benchmarks shall be established for the project, regardless of size.
- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runway and connector taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet. Concrete joints will also be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
- Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.

- Create an AutoCAD drawing using the surveyed data that will include symbols, linework, breaklines, notes, details, and a surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Topographical Survey	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.01 Coordinate and Perform Topographical Survey	<ul style="list-style-type: none"> • Gunnison, CO One (1) Survey Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Manager for each site visit

EX Reimbursable Costs During Survey. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 3 Reimbursables are invoiced on a lump sum basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation. Soil samples for analysis must be taken for both the project site and all potential on-site borrow sources. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will be performed in two phases and will include the following:

- Perform a geologic reconnaissance of the project site
- Soil boring and laboratory testing at approximately 20 project locations and at five potential on-site borrow sources
- Installation of temporary piezometers at select boring locations
- Visual inspection and documentation of each soil boring
- Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- Hydrometer and Water-Soluble Sulfates/Corrosivity
- Moisture/Density Relations
- Swell/Consolidation Potential
- California Bearing Ratio
- Moisture content, density of undisturbed fine-grained samples

Environmental Survey and Reports. A Cultural Resource survey and analysis will be completed to identify existing resources and satisfy City, State and Federal regulations. Field visits may be performed under the direct supervision of the Engineer. Final reports will be completed for each resource to be assessed in the Environmental Documentation.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. Reimbursable expenses are based on the following rates:
 - Per diem for lodging and meals & incidentals is based on the US General Services Administration's (GSA) current rates for the project location. Local taxes and fees have been calculated and included in addition to the GSA lodging rate.
 - Vehicle mileage reimbursement is based on the GSA Privately Owned Vehicle Mileage Reimbursement Rates, currently \$0.585/mile.
 - Rental car/vehicle use rate of \$85.00/day.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
5. The Engineer will provide additional base mapping of existing topography, planimetric features and underground utilities needed in the design phase of the project.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
7. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.
8. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
9. The Engineer will utilize the following plan standards for the project:

- Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans as the Engineer.
 - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
10. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
- The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - FAA General Provisions and required contract language will be used.
11. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
12. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.



DocuSign Envelope ID: A5B0CEB4-F8C4-4C8A-87D8-FE07B75E757C
 Project: Cited State Regional Airport
 COAG PROJECT NUMBER: 31-GLECO
 PROJECT NAME: General Aviation Ramp Rehabilitation with Apron Expansion Preliminary Planning
 DATE: November 18, 2022

TASK	LABOR CATEGORY										Phase Item Code			
	Principal	Quality Control Manager	Senior Consultant III	Project Manager III	Construction Manager IV	Engineer Phase Manager IV	Electrical Phase Manager IV	Engineers I	CADD Tech III	Project Coordinator II		Support III	Planner III	
1.01 Preliminary Design Phase (Lump Sum)	2	8	8	15				8					5	8,114.00
1.02 Prepare Project Scope of Work and Contract	2			24				8					5	8,684.00
1.03 Prepare Preliminary Cost Estimate	2			4				8					5	3,114.00
1.04 Review and Approve	4			60				8		24			5	21,100.00
1.05 Review and Approve								8					5	4,840.00
1.06 Coordinate Interdisciplinary				18				8					5	8,880.00
1.07 Coordinate Interdisciplinary				4				8					5	812.00
1.08 Coordinate with Local Utility Companies				4				8					5	1,440.00
1.09 Prepare Final Design				4				8					5	1,440.00
1.10 Prepare Final Design				4				8					5	1,440.00
1.11 Prepare Qualification Business Enterprise (QBE) Program and Deal				8				8		40		20	5	7,240.00
TOTALS	8	10	8	144				96	12	72	24	20	5	74,520.00

TASK	LABOR CATEGORY										Phase Item Code			
	Principal	Quality Control Manager	Senior Consultant III	Project Manager III	Construction Manager IV	Engineer Phase Manager IV	Electrical Phase Manager IV	Engineers I	CADD Tech III	Project Coordinator II		Support III	Planner III	
2.01 Design Phase (Lump Sum)	2			8				8					5	11,512.00
2.02 Analyze Geotechnical Investigation Data	2			16				32					5	9,560.00
2.03 Prepare Preliminary Design	2			24				60		8			5	13,920.00
2.04 Prepare Preliminary Design Documents	2			24				60		8			5	13,920.00
2.05 Prepare Construction Utility and Paving Plan (CUPP)	2			24				60		8			5	13,920.00
2.06 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.07 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.08 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.09 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.10 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.11 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.12 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.13 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.14 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.15 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.16 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.17 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.18 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.19 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
2.20 Prepare Preliminary Construction Plans	2			24				60		8			5	13,920.00
TOTALS	8	10	8	320	16	308	64	608	188	132	24	2	5	322,720.00

LABOR CATEGORY	Total Hours	Billing Rate	Total Cost
1.01 Preliminary Design Phase (Lump Sum)	8 hrs.	\$ 2,950.00 /hr.	\$ 23,600.00
1.02 Prepare Project Scope of Work and Contract	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
1.03 Prepare Preliminary Cost Estimate	8 hrs.	\$ 2,950.00 /hr.	\$ 23,600.00
1.04 Review and Approve	16 hrs.	\$ 2,950.00 /hr.	\$ 47,200.00
1.05 Review and Approve	4 hrs.	\$ 2,950.00 /hr.	\$ 11,800.00
1.06 Coordinate Interdisciplinary	8 hrs.	\$ 2,950.00 /hr.	\$ 23,600.00
1.07 Coordinate Interdisciplinary	4 hrs.	\$ 2,950.00 /hr.	\$ 11,800.00
1.08 Coordinate with Local Utility Companies	4 hrs.	\$ 2,950.00 /hr.	\$ 11,800.00
1.09 Prepare Final Design	4 hrs.	\$ 2,950.00 /hr.	\$ 11,800.00
1.10 Prepare Final Design	4 hrs.	\$ 2,950.00 /hr.	\$ 11,800.00
1.11 Prepare Qualification Business Enterprise (QBE) Program and Deal	8 hrs.	\$ 2,950.00 /hr.	\$ 23,600.00
SUBTOTAL	88 hrs.		\$ 263,500.00
Overhead			\$ 10,000.00
Profit			\$ 10,000.00
TOTAL			\$ 283,500.00

LABOR CATEGORY	Total Hours	Billing Rate	Total Cost
2.01 Design Phase (Lump Sum)	8 hrs.	\$ 2,950.00 /hr.	\$ 23,600.00
2.02 Analyze Geotechnical Investigation Data	16 hrs.	\$ 2,950.00 /hr.	\$ 47,200.00
2.03 Prepare Preliminary Design	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.04 Prepare Preliminary Design Documents	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.05 Prepare Construction Utility and Paving Plan (CUPP)	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.06 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.07 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.08 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.09 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.10 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.11 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.12 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.13 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.14 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.15 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.16 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.17 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.18 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.19 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
2.20 Prepare Preliminary Construction Plans	10 hrs.	\$ 2,950.00 /hr.	\$ 29,500.00
SUBTOTAL	188 hrs.		\$ 550,400.00
Overhead			\$ 20,000.00
Profit			\$ 20,000.00
TOTAL			\$ 590,400.00

Phase Category	Phase (Lump Sum)	Total Hours	Billing Rate	Total Cost
Survey Manager	8 hrs. @ \$ 233.00 /hr. = \$	8	\$ 233.00	\$ 1,864.00
Survey Technician	52 hrs. @ \$ 205.00 /hr. = \$	52	\$ 205.00	\$ 10,660.00
Survey Technician	52 hrs. @ \$ 250.00 /hr. = \$	52	\$ 250.00	\$ 13,000.00
SUBTOTAL	108 hrs.			\$ 25,524.00
MEMORANDUM				
Message	500 Min. @ \$ 0.385 /Min. = \$	500	\$ 0.385	\$ 192.50
Telephone - Tra & Fees	32 Day @ \$ 295.00 /Day = \$	32	\$ 295.00	\$ 9,440.00
Travel	21 Day @ \$ 400.00 /Day = \$	21	\$ 400.00	\$ 8,400.00
Travel & Mileage Costs	1 Day @ \$ 400.00 /Day = \$	1	\$ 400.00	\$ 400.00
Survey Supplies & Equip.	1 Equip. @ \$ 400.00 /Equip. = \$	1	\$ 400.00	\$ 400.00
Survey Field Vehicle	6 Day @ \$ 85.00 /Day = \$	6	\$ 85.00	\$ 510.00
SUBTOTAL				\$ 9,952.50
PHASE SUBTOTAL				\$ 35,476.50

TASK	LABOR CATEGORY	Survey Manager	Survey Technician	Phase Fee	Remainable Costs	Total Cost
1.0 - Design Survey Phase (Lump Sum)		8	52	7,350.00	2,490.00	76,800.00
3.00 - Perform Survey Field Survey				37,350.00	2,490.00	199,610.00
SUBTOTAL				44,700.00	4,980.00	196,410.00
PART B - SPECIAL SURVEYS (LUMP SUM)						
1.1 Design Survey Phase (Lump Sum)				14,000.00	4,000.00	21,000.00
SUBTOTAL				14,000.00	4,000.00	25,000.00
MEMORANDUM						
General Investigation (Lump Sum)				14,000.00		14,000.00
SUBTOTAL				14,000.00		14,000.00
PHASE SUBTOTAL						3,000.00
TOTAL						\$ 479,660.50

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; Community Foundation of the Gunnison Valley

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Community Foundation of the Gunnison Valley

Term Begins: July 1, 2024

Term Ends:

Grant Contract #:

Summary:

HHS would like to accept the grant award for \$3,200 from the Community Foundation for work to connect and celebrate cultures.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 7/12/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 7/10/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/10/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/16/2024

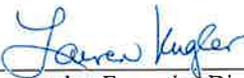
COMMUNITY FOUNDATION OF THE GUNNISON VALLEY
2024 Community Grants
GRANT AGREEMENT

GRANTEE: Gunnison County Health and Human Services

AMOUNT AND DURATION: \$3,200.00 over a 10-month period beginning July 1, 2024

PURPOSE: Multicultural Resource Services - Connecting and Celebrating Cultures

1. Use of Grant Funds. Grant funds may be **used only for the purpose(s) referenced above.** In compliance with Executive Order 13224 of the United States' Patriot Act, this grant will not be used to support named terrorist organizations or those who may be otherwise associated with terrorists. Community Foundation of the Gunnison Valley ("CFGV") acknowledges that "support" does not include non-violent activities intended to protect or promote constitutional rights. If monies are not expended by the Grantee for the purpose and in the time period named above, CFGV may ask for their return.
2. Payment of Grant Funds. The grant funds will be paid in one installment upon receipt of this executed Agreement.
3. Certification and Maintenance of Exempt Status. You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and "not a private foundation," within the meaning of Code Section 509(a); or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B), or have a fiscal sponsor, such as the County of Gunnison or Gunnison Watershed School District (referred to hereafter as a "Public Charity"). You will immediately inform CFGV of any change in or challenge to your status as a Public Charity and any change in key leadership responsible for achieving the grant's purpose.
4. Report. You will submit a full and complete report to CFGV on the use of the grant funds, compliance with the terms of the grant, and the progress made toward achieving the goals of the grant by 11:59 p.m., April 30, 2025, using the SMAApply online platform. You also agree to supply CFGV with photos suitable for use in publications and on CFGV's website and certify you have permission from any individuals in said photo to use it for publication.
5. Records. You will maintain your books and records in such a manner that the expenditures of the grant funds will be shown separately in an easily-checked format, and you will give CFGV reasonable access to files and records as it deems necessary concerning the grant. You agree to maintain such files and records for a period of at least four years after completion or termination of the project.
6. Acknowledgment of Support. All websites, program materials, manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television, or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge CFGV's support. CFGV may review and approve the content of any proposed publicity prior to release.
7. Future Funding. You acknowledge that CFGV and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that CFGV will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit CFGV from providing you an additional grant at the termination of the grant described in this Agreement upon the submission of a new proposal, if CFGV in its sole discretion determines that an additional grant is appropriate.
8. Modification. This Agreement and the accompanying letter set forth all terms of the grant and replace all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and approved by CFGV's Board of Directors.
9. Applicable Law. This Agreement will be construed in accordance with the laws of the State of Colorado.



Lauren Kugler, Executive Director, CFGV
Grantor

July 1, 2024
Date

Legal or Authorized Official
Grantee

Title

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Funding Application; Cycle 24-11 EIAF Tier I/Tier

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

We intend to submit a request for \$2M from DOLA EIAF "More Housing Now" grant program. The funds would be used for horizontal infrastructure costs at Whetstone and. if awarded. will help lower rents for residents.

Fiscal Impact:

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 7/12/2024

County Attorney Review:

Required

Not Required

Comments:

Still needs filling out, but otherwise legally sufficient. SO 7/10/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/10/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/16/2024



FY 2025: Cycle 24-11 EIAF Tier I/Tier II and Special Initiatives Funding Application

Status:
Filed On:
Filed By:
Reviewed On:
Reviewed By:
Reviewer Notes:

Application Overview

You are **required** to work with your [Regional Manager](#) prior to completing your application. The DOLA Grants Portal will only be opened for your community to apply upon approval from your Regional Manager.

The Department of Local Affairs' (DOLA) Energy and Mineral Impact Assistance Fund (EIAF) program was created to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. Funds come from the state severance tax on energy and mineral production and from a portion of the state's share of royalties paid to the federal government for mining and drilling of minerals and mineral fuels on federally-owned land. The creation of the fund is outlined in C.R.S. 34-63-102 (Federal Mineral Lease) and C.R.S. 39-29-110 (Severance). Grant dollars are to be awarded for the planning, design, construction, maintenance of public facilities, and for the provision of public services by political subdivisions.

Requests in this Cycle 24-11 may be for:

[EIAF Tier I](#): up to \$200,000 with a 1:1 match

[EIAF Tier II](#): over \$200,001 and up to \$1,000,000 with a 1:1 match

[Climate Resilience Challenge](#): up to \$2,000,000 with a 25% match for implementation, 10% for planning

[More Housing Now & Land Use Initiative](#): up to \$2,000,000 with a 25% match for implementation, 10% for planning

Tier I award notifications are anticipated in mid-October 2024. All other application presentations are scheduled for early November 2024 with funding decisions anticipated mid-November 2024. More information on the EIAF program, including these special initiatives, can be found on the [EIAF website](#).

A. APPLICANT/CONTACT INFORMATION

1. Select Your Organization: *

The list is filtered to eligible organizations. If you do not see your organization listed, please contact DLG at 303-864-7720 for further assistance. In the case of a multi-jurisdictional application, please select the lead organization. Select from a dropdown menu.

In the case of a multijurisdictional application, select the other participating eligible organizations:
Select from a dropdown menu.

2. Principal Representative:

(In the case of a multi-jurisdictional application, principal representative of the lead organization.)

Honorific:

First Name: *

Middle Name:

Last Name: *

Suffix:

Role: * Select from a dropdown menu.

Mailing Address: *

Address 2:

City: *

State: *

Zip Code: *

Phone Number: *

Email Address: *

3. Responsible Administrator (will receive all mailings) for the application:

Honorific:
First Name: *
Middle Name:
Last Name: *
Role: * Select from a dropdown menu.
Mailing Address: *
Address 2:
City: *
State: *
Zip Code: *
Phone Number: *
Email Address: *

B. CHIEF ELECTED OFFICIAL INFORMATION

Please provide contact information for the chief elected official.

Name *
In case of a multi-jurisdictional application, chief elected official of the "lead" political subdivision.
Title *
Street Address *
City *
State *
Please use the two-letter abbreviation
Zip *
Phone *
Email Address *

C. PROJECT DESCRIPTION

a. What funding opportunity are you applying for? Select from drop down menu
EIAF Tier I
EIAF Tier II
More Housing Now & Land Use Initiative
Climate Resilience Challenge

b. Project Title *
Begin the project name with your community name. Example: "*Monte Vista Project Name*" or "*Lincoln County Project Name*".

c. Project address *
What is the physical address at which the project will be located?

c.1. County of Project *
What is the County in which the project will be located?

d. Amount requested *
The amount requested should equal the Grant Request Total line in the project budget attached in Section M.

e. Matching funds *

f. Total amount of all costs for the project described in this application *
NOTE: If this application is part of a larger, phased project, then the total amount should reflect the phase being applied for in this application. The total amount should equal the Total line in the project budget attached in Section M.

g. For public potable water and public wastewater projects only
Are you willing to discuss any portion of your match being a DOLA loan (5% interest & up to 20-year term)?
Select from a dropdown menu.

g.1 If yes, please enter total loan amount requested

g.2 Desired term of loan

h. Describe the problem, opportunity or challenge that resulted in the request. *

(1,000 character limit)

i. Describe the project scope of work *

Describe the various tasks involved in the project including specific data such as quantities, mileage, square feet, linear ft. etc., as well as specific project location within the city and/or county etc. If this is a broadband planning or middle mile implementation project, describe how it supports last mile expansion. Please be specific to this phase of the project for which you are seeking funding. (1,000 character limit)

j. Will the project be undertaken in a wetlands or flood hazard area? *

Select from a dropdown menu.

j.1 List floodplain maps/studies reviewed. Describe alternatives considered.

(500 character limit)

k. Local priority

If more than one application from the same local government (1 of 2, 2 of 2, etc.)

Select from a dropdown menu.

l. Supporting documents

Upload any supporting documents (studies, plans, preliminary reports, schedules, letters of support, etc.) as a single PDF document.

NOTE: Climate Resilience Challenge applicants are required to upload qualifying existing Climate Resilience or Climate Action Plan(s) from within the last 5-years.

[Upload](#)

D. DEMONSTRATION OF NEED

The statutory purpose of the Energy and Mineral Impact Assistance program is to provide financial assistance to “political subdivisions socially or economically impacted by the development, processing or energy conversion of minerals and mineral fuels.”

a. Demonstration of need *

Why is the project needed at this time? (1,000 character limit)

b. Does this project address the stated need? *

Does this project, as identified in this application, completely address the stated need? If not, please describe additional work or phases and the estimated timeframe. Do you anticipate requesting Energy and Mineral Impact Assistance funds for future phases? (1,000 character limit)

c. What are the consequences if the project is not awarded funds? *

(500 character limit)

E. MEASURABLE OUTCOMES

a. Describe the expected measurable outcomes *

How will the project enhance the livability* of your region, county, city, town or community? Examples would include constructing a new water plant to eliminate an unsafe drinking water system and provide safe and reliable drinking water; the construction of a new community center would provide expanded community services, or projects achieving goals regarding energy conservation, community heritage, economic development/diversification, traffic congestion, etc. ***(Livability means increasing the value and/or benefit in the areas that are commonly linked in community development such as jobs, housing, transportation, education, emergency mitigation, health and environment)** (1,000 character limit)

F. ENERGY EFFICIENCY AND RENEWABLE ENERGY

Applications will be reviewed on the project’s potential to transform both the state and local community’s energy portfolio, including considerations of additional renewable energy capacity and/or project type, the energy makeup of the local utility, and historic renewable energy adoption.

a. Energy Efficiency *

Will this project directly implement improved energy efficiencies or develop a strategy that could result in a reduction of the community carbon footprint and increased conservation of energy. Does the project capitalize on renewable energy technology?
Select from dropdown (Yes or No)

a.1 If yes, please describe. (500 character limit)

a.2 If no, please explain. (500 character limit)

b. For energy efficiency and building electrification projects

How much will the project reduce electricity demand per year in kWh? (Enter amount)

b.1. How much will the project reduce natural gas use per year in therms? (Enter amount)

b.2 How much will the project reduce other fuel type usage per year?

Please name the fuel type (diesel, propane, etc.) and list the estimated annual reduction. (500 character limit)

c. Renewable and clean energy planning and implementation projects

Applications must assess the current needs of the community and help move the community or region towards 100% renewable energy and/or increased climate resilience. Renewable energy projects should be part of a community's climate action and/or sustainability plan that transitions the current dependence on fossil fuels toward renewable, clean energy sources.

If there is a renewable energy component to your project, please answer the questions below. Projects should advance the 100% renewable energy by 2040 goal utilizing specific, measurable outcomes including: energy reduction over baseline (energy efficiency), energy offset over baseline (renewable energy generation) and greenhouse gas reduction over baseline.

What type of technology does the project include? (Select all that apply)

- Solar
- Hydro
- Geothermal
- Wind
- Hydrogen
- Other

c.1 If other is selected above, please describe. (150 character limit)

c.2 What electric utility serves the project area? Example: Platte River Power Authority. (100 character limit)

c.3 How much is the project estimated to save per year in utility costs? (Enter dollar amount)

c.4 For solar and hydro-electric projects

How many kW of generation capacity will be added from your project? (Enter amount)

G. POPULATION AND LOCAL EFFORT

a. Current population *

Current/most recent conservation trust fund/lottery distribution estimate, [Colorado State Demographer](#) estimate, or a projection based on the communities' percentage of overall county population is acceptable.

b. Five year population projection *

c. Relationship to Community Goals *

Please describe if the project is identified in the applicant's organizational budget or a jurisdictionally approved plan (e.g. capital improvement plan, equipment replacement plan, comprehensive plan, utility plan, road maintenance and improvement plan or other local or regional strategic management or planning document)? (500 character limit)

d. Land use strategies & best practices

For More Housing Now projects only, you are required to complete and upload a [Land Use Strategies & Best Practices form](#) as a PDF from the [EIAF website](#) of the land use strategies and best practices your jurisdiction has adopted (even if they all don't impact this particular project). [Land use strategies list included in HB21-1271](#) and [Land use best practices list created through HB22-1304](#).

Upload

e. Why can't this project be funded locally? *

(500 character limit)

f. Has this project been deferred because of lack of local funding? If so, how long? *

(500 character limit)

g. Explain the origin and status of your local cash match. *

(Note: Whenever possible, local government cash match is on a dollar for dollar match to the award amount).

Are the local matching funds committed or pending? If pending, when will the status of those funds shift from pending to committed? If funding is awarded and in-kind contributions are included in the project budget, detailed tracking of in-kind will be required. (500 character limit)

h. Community partners *

What other community entities, organizations, or stakeholders recognize the value of this project and are collaborating with you to achieve increased livability of the community? Please describe how you and your partners are addressing problems across multiple sectors (community, economic, housing, natural resources, etc.) through this project. (1,000 character limit)

h.1 Community Outreach *

Describe efforts such as inclusive community outreach used by your jurisdiction to serve and engage underrepresented groups. (500 character limit)

i. Tax rate, usage charges, or fees *

Have tax rates, user charges or fees been reviewed recently to address funding for the proposed project? Select from a dropdown menu.

i.1 Tax rate or usage charge modifications

If the tax rate, user charges or fees were modified, what was the modification and when did this change occur? (500 character limit)

H. READINESS

a. If awarded funds, when can the project begin? * (Months)

Tier I awards are made in October 2024 with contracts expected in January 2025.
Tier II awards are made in November 2024 with contracts expected in February 2025.
Select from a dropdown menu.

b. What is the time frame for project completion? *

Select from a dropdown menu.

c. If design or engineering is a component of this project, please select the percentage of completion *

Select from a dropdown menu the percentage of completion as of the date of this application (N/A, 0% - not started, 1%-24% complete, 25%-49% complete, 50%-74% complete, 75%-99% complete, 100% complete)

d. How were project cost estimates determined? *

How did the applicant develop project cost estimates? (500 character limit)

d.1 Is the project supported by bids, professional estimates or other credible information? *

Select from a dropdown menu.

d.1.i Bids/estimates

Please attach a copy of any supporting documents. (PDF Document)

[Upload](#)

e. Are any Local, State or Federal permits required before the project can proceed? *

If yes, please describe and note the status of permit acquisition. (500 character limit)

f. State or National historic registry designation *

Is the project on a State or National registered historic building, structure, site, or in a District? Select from a dropdown menu.

f.1 State or National historic registry number

If the project is on the State or National registry, please provide the registry number. DOLA may need to seek a determination of effect from History Colorado and the State Office of Archaeology and Historic Preservation. (100 character limit)

f.2 Historical, archaeological or cultural significance

Please describe how the project will affect historical, archaeological, or cultural significance of the building, structure, site or district? (500 character limit)

f.3 Attach supporting documents (if applicable)

If on a State or National Register, please upload color photos of the project work areas and a detailed written description of work proposed. The photos and description should include details beyond the general scope of work described above. (Upload photos and description as a single combined PDF document)

Upload

I. ENERGY & MINERAL RELATIONSHIP

a. Community energy or mineral impact *

Describe how the community is, has been, or will be impacted by the development, production, or conversion of energy and mineral resources.

For example: “Heavy truck traffic directly related to energy development is impacting County Road X, or “there are X number of oil and gas wells, storage facilities, transfer stations, etc. in the municipal or county boundaries, or a legacy of energy extraction has resulted in environmental issues in the area, or finally, the closure of energy production facilities is impacting the community.” (500 character limit)

J. RESILIENCY CRITERIA

The Energy and Mineral Impact Assistance Program is required to integrate resilience criteria into the program. By bringing resiliency considerations into project planning and implementation, projects should be better poised to benefit a number of sectors (economy, health, infrastructure, etc.), minimize long-term risks, and anticipate or be better prepared to respond to changing conditions faced by Colorado communities.

For clarification or further guidance on how the Resiliency Criteria can be incorporated into projects, visit the [Resiliency Prioritization Criteria](#) section of the [Colorado Resiliency Playbook](#). The [Colorado Resiliency Framework](#) site can also be used to develop a focused approach to incorporate these measures into all, or most projects. Below, please select Yes/No for all of the criteria that can be considered to apply to your project. Project scoring for these criteria is based on whether or not the project proposes to incorporate these long-term resiliency measures into the planning, development and implementation of the project.

a. Adaptive capacity: Select from a dropdown menu. *

a.1 Briefly describe how this project includes flexible and adaptable measures that consider future unknowns of changing climate, economic, or social conditions. **NOTE:** Climate Resilience Challenge applicants are required to describe how their proposal adapts to a changing climate. * (500 character limit)

b. Co-benefits: Select from a dropdown menu. *

b.1 Briefly describe how this project provides solutions that address problems across multiple sectors including the community, economic, health and social, housing, infrastructure, and watersheds and natural resources sectors to create maximum benefit. * (500 character limit)

c. Risk Reduction: Select from a dropdown menu. *

c.1 Briefly describe how this project reduces risk and vulnerability to people, infrastructure, and natural systems.* (500 character limit)

d. Long-term and sustainable: Select from a dropdown menu. *

d.1 Briefly describe how this project will be able to be maintained by the community over its lifetime, reduces environmental impacts and is an investment that will last for generations. The project looks to the future and creates long-term gains for the community.* (500 character limit)

e. Mitigates climate change: Select from a dropdown menu. *

e.1 Briefly describe how the project includes renewable energy components and other solutions to mitigate the effects of climate change as much as possible and move the community or region towards 100% renewable energy. **NOTE:** Climate Resilience Challenge applicants are required to describe how their proposal reduces greenhouse gasses/mitigates climate change.* (500 character limit)

f. Socially Equitable: Select from a dropdown menu. *

f.1 Briefly describe how this project solution is inclusive of and addresses the needs of populations and community groups that have been or are disproportionately and negatively impacted by disasters, including social and economic shocks and stressors. The project addresses inequities, removes barriers, and benefits these populations by equitably distributing project-related benefits and providing access or meeting functional needs. **NOTE:** Social equity is required for Climate Resilience Challenge applications. Additional guidance and resources on the Climate Resilience Challenge are on the [EIAF website](#). * (500 character limit)

K. COMPREHENSIVE PLAN AND LAND USE REGULATION PROJECTS ONLY

a. Is this application for a comprehensive plan or land use regulation project? * If no, proceed to Section L.

Select from a dropdown menu.

The State of Colorado requires local governments to adopt Comprehensive (Master) Plans per C.R.S. [30-28-106](#) (for counties) and [31-23-206](#) (for municipalities). When funding comprehensive plans, DOLA **requires** that the following project components be included in the scope of work:

- An inclusive community outreach and engagement plan to ensure participation from underrepresented groups.
- The plan must assess and address housing needs of current and future residents at all levels of affordability. It must include locally-appropriate goals, strategies, and actions to promote affordable housing development. This work must use the best available data (e.g., State Demography Office data or a recent housing needs assessment). When it comes time to consider implementation strategies, jurisdictions may find the Strong Communities [list of Land Use Best Practices](#) helpful in this work.
- Risks of natural and human-caused hazards to life, property, and public resources, and consideration of their impact to vulnerable communities. Include goals, strategies, and/or actions to address and mitigate these hazards (must identify and address all potential hazards as described in the county's Hazard Mitigation Plan). Communities may find DOLA's [Planning for Hazards](#) guide helpful in this work.
- In the spirit of the state's goal to engage with disproportionately impacted communities ([C.R.S. 24-4-109](#)), the plan must use an environmental justice lens, particularly when it comes to the impacts of hazards, resources, and amenities to promote equitable outcomes.
- The plan must address the community's water supply and water quality goals. Per [C.R.S. 31-23-206\(1\)\(d\)](#) and [30-28-106\(3\)\(a\)\(IV\)](#), the community must:
 - Consult and coordinate with local water provider(s),
 - Include water conservation policies, and
 - Identify in the plan water supplies and facilities sufficient to meet public and private infrastructure needs reasonably anticipated or identified in the planning process.

Within the first six months of receiving the grant, awardees must submit a self-assessment, such as the [Colorado Growing Water Smart: Community Self-Assessment](#), to include water supply and demand status and trends, existing water conservation and efficiency goals and policies. Consult the DOLA Land Use and Water Planner before or immediately following award for free technical assistance.

- The plan must include an action plan that prioritizes actions necessary to implement the plan, creates a timeline for implementation, and assigns responsibility for actions.
- And, *for municipalities only*, a plan for three miles outside municipal boundaries, also known as the three mile plan, per [C.R.S. 31-12-105\(1\)\(e\)\(I\)](#).

The department **strongly encourages** the following:

- Land use code updates: Because the land use code implements a comprehensive plan, a land use code update is strongly recommended to immediately follow a comprehensive plan update.
- Policies and strategies in the comprehensive plan and land use code to plan for the community's aging demographic.
- Policies and strategies to address energy efficiency, reduce greenhouse gas emissions, and increase the use of renewable energy sources where applicable.
- Intergovernmental agreement(s) (IGA) with neighboring jurisdiction(s) to cooperatively plan for areas of mutual interest (e.g., three-mile areas). In addition, the IGA will address how infrastructure will be provided or upgraded and maintained in areas of mutual interest and engage major service providers/special districts, as applicable.

b. We agree to include the Department of Local Affairs' required elements for Comprehensive (Master) Plans as identified above in addition to C.R.S. [30-28-106](#) (for counties) and [31-23-206](#) (for municipalities) in the project scope of work.

Select from a dropdown: Y/N

b.1 If no, explain why the required elements will not be included in your project scope of work.

For example, recently completed tasks or plans listed above would be incorporated into the comprehensive plan by reference. (500 character limit)

L. HIGH PERFORMANCE CERTIFICATION (HPCP) PROGRAM COMPLIANCE

For new facilities, additions and renovation projects only. NOTE: If your project will use 25% or more in state funds, then some form of HPCP compliance most likely applies to your project.

Colorado Revised Statutes (C.R.S. 24-30-1305.5) requires all new facilities, additions, and renovation projects that meet all of the following criteria to conform with the High Performance Certification Program (HPCP) adopted by the Office of the State Architect if:

- The project receives 25% or more of state funds (from any/all state funding sources and in aggregate across all project phases, if applicable); **and**

- The new facility, addition, or renovation project contains 5,000 or more gross square feet (NOTE: this includes all phases of project work, e.g., if one phase covers 3,000 square feet and another covers 2,000 square feet then each phase must comply, however, square footage not conditioned for human occupancy, such as an equipment shed, is excluded); **and**
- The building includes or will include an HVAC system; **and**
- Only in the case of a renovation project, the cost of the renovation exceeds 25% of the current value of the property.

Projects that meet the above criteria are required to complete and submit the [DOLA checklist](#). Please visit DOLA's HPCP web page at [High Performance Certification](#) or contact your DOLA Regional Manager.

a. HPCP applicability *

Is the applicant seeking 25% or more of state funds (from any/all state funding sources and in aggregate across all project phases, if applicable)? Select from a dropdown menu.

- a.1 If yes, complete the remainder of this section.
- a.2 If no, the project does not meet the HPCP requirements and the DOLA checklist does not need to be completed and proceed to Section M.

b. HVAC details

Please select the type of HVAC system for this project.
Select from a dropdown menu (N/A, HVAC upgrade, new HVAC system).

c. Project type

Please select the type of construction project.
Select from a dropdown menu (new construction, renovation, new construction & renovation, N/A).

c.1 What is the square footage of the building?

Please indicate the square footage of the building; if an addition is being added, please indicate the square footage of the addition separately.
(200 character limit)

d. For renovation projects only, does the cost exceed 25% of the current value of the property? *

Select from the drop down list.

d.1. What is the current property value?

Current property value is determined on the assessed or appraised value.

d.2 What is the total project cost for the renovations?

e. Does this project meet the HPCP criteria?

If you answered "yes" to questions a and b, then your project likely meets the HPCP applicability criteria and you **must** complete the HPCP registration form and preliminary checklist and upload below. (See DOLA's HPCP web page for registration and checklist form.)

e.1 HPCP registration form and checklist

Please upload the [HPCP registration and checklist form](#) in an Excel format.

f. Third party verification

Have you included any costs in the budget for this grant application for third party verification to comply with the High Performance Certification Program?

Select from a dropdown menu.

f.1 Third party verification cost

If you answered yes above, please specify the estimated cost for third participation verification/certification.

f.2 Third party verification resources

Will you need assistance locating resources, third party consultants, or technical assistance for HPCP third party verification requirements, preparing cost estimates, or otherwise complying with the HPCP?
Select from a dropdown menu.

f.2.i Third party verification resources required

If you answered yes above, please describe the type of resource identification assistance you need.
(500 character limit)

M. FINANCIAL INFORMATION (CURRENT YEAR) & BUDGET

Please download and complete an Applicant Financials & Budget Template with the lead agency information as well as any co-applicants on this application. The Applicant Financials Template is on the DOLA website under Forms and Resources tab at <https://cdola.colorado.gov/funding-programs/energy/mineral-impact-assistance-fund-grant-eiaf>.

NOTE: Local governments must be in compliance with filing annual budgets, elections, annual audited financial statements, and other statutory requirements at the time of application.

a. Financial Information Upload

Please upload the completed Project Financials & Budget in an Excel format and name it: <Organization>Financials.xls. Example: "LincolnCountyFinancials.xls" *

Upload

N. COMPLIANCE OF STATE LAWS, REGULATIONS AND DIRECTIVES

a. Certify compliance *

By submitting this application, we do hereby certify that we are in compliance with all State of Colorado laws, regulations and directives.

Select from a dropdown menu.

b. If no, please explain
(500 character limit)

O. TABOR COMPLIANCE

a. Voter authorization *

Does the applicant jurisdiction have voter authorization to receive and expend state grants without regard to TABOR spending limitations?

Select from a dropdown menu.

a.1 If yes, please explain
(500 character limit)

a.2 If no, please respond below
If no, would receipt of these grant funds, if awarded, result in the local government exceeding revenue limitations, prompting a refund?
Select from a dropdown menu

b. Affirm Local Government Attorney has confirmed this TABOR statement *
Select from a dropdown menu.

P. OFFICIAL ACTION

a. Date of official Board, Council or Commission action *

Enter the date that this application was approved for submission to DOLA by the Board, Council or Commission.

a.1 Enter Date

APPLICATION FOOTNOTE

Political subdivisions of the State of Colorado (local governments) and regional Councils of Governments are eligible to apply for grants or loans through this program. Local governments must be in compliance with all laws and provisions governing their operations as well as in compliance with all Department of Local Affairs programs prior to receiving an award.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Charter Operator Operating Agreement and Lease of

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Delux Public Charter, LLC dba JSX Airlines

Term Begins: 06/01/2024

Term Ends:

Grant Contract #:

Summary:

New agreement with JSX Airlines (past agreement has expired) to operate charter service and to lease space in the commercial terminal. Initial term is one year with the option to renew for an additional one-year term.

Fiscal Impact:

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 7/12/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 7/11/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/11/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/16/2024

**CHARTER OPERATOR OPERATING AGREEMENT AND
LEASE OF AIRPORT FACILITIES**

**GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado**

Lessor:

**BOARD OF COUNTY COMMISSIONS
OF GUNNISON COUNTY, COLORADO**

200 East Virginia
Gunnison, Colorado 81230
Facsimile: (970) 641-3061

Lessee:

Delux Public Charter, LLC (dba JSX)

Dated: _____, 2024

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CHARTER AIRLINE OPERATING AGREEMENT AND LEASE OF AIRPORT FACILITIES

THIS LEASE made effective as of _____ 2024 between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, herein called the "County" and Delux Public Charter, LLC (dba JSX), herein called the "Operator".

The parties recite and declare that:

- A. The County is a political subdivision of the State of Colorado, and owns and operates the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison;
- B. The Operator is engaged in the business of transporting persons, property, cargo and mail by aircraft; and
- C. For and in consideration of the mutual covenants and agreements contained herein, the County is willing to lease and grant to the Operator and the Operator is willing to rent and obtain from the County certain premises and facilities on the Airport, together with certain rights, licenses and privileges thereon.

1. DEFINITIONS

As used in this Lease, defined words and terms shall have the following meanings:

- 1.1 "Airport" is the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison, Gunnison County, Colorado, including the Terminal and other public improvements and facilities located thereon.
- 1.2 "Airport Director" is the manager of the Airport as may be designated from time to time by the County.
- 1.3 "Employees" means Operator's officers, employees, contractors and/or agents performing activities at the Airport.
- 1.4 "Common Operator Areas" shall mean the security hold room, baggage claim area, passenger waiting areas, and passenger queuing areas in front of Operator ticket counters in the Terminal,
- 1.5 "Lease" is this Operator Operating Agreement and Lease of Airport Facilities.
- 1.6 "Leased Premises" refers to the premises described in Sections 2.2.1 and 2.2.4 of this Lease, the Ramp, , including that which may be described for Operator's preferential use and use in common with others.
- 1.7 "Terminal" is the Passenger Terminal Building at the Airport.

- 1.8 “Preferential Premises” consists of the preferential use counter, office and other space described in Section 2.2.4 of this Lease, if any.
- 1.9 “Ramp” is that portion of the aircraft ramp/apron at the Airport designated by the Airport Director from time to time for use by air carrier aircraft.
- 1.10 “Weight” shall mean the maximum certified landing weight (MLW) of an aircraft as designated by the Federal Aviation Administration.

2. USE OF AIRPORT FACILITIES

Subject to the terms, conditions and covenants of this Lease, Operator is granted the following:

- 2.1 Grant of Airport Use Operator is granted the use of the Airport, in common with others similarly authorized, together with all public facilities, improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, the Ramp, sewage and water facilities, floodlights, landing lights, beacons, control tower, signals, radio aids and all other conveniences for flying, landings and takeoffs.
- 2.2 Terminal Building and Adjacent Space Operator is also granted the use of the following space in and adjacent to the Terminal:
- 2.2.1 Use of space within the bag claim area and storage/equipment facility.
- 2.2.2 In common with others, use of portions of the Ramp to permit the taxiing, servicing, loading and unloading of Operator’s aircraft, provided, however, that the Airport Director shall at all times have the right to establish and enforce such non-discriminatory rules and regulations as he reasonably deems necessary to control the parking and movement of aircraft on the common aircraft areas. Such rules may prohibit the long-term parking or storage of aircraft, including disabled aircraft, on ramp and apron areas. Long-term parking is hereby defined as parking that exceeds forty-eight (48) consecutive hours. If Operator works in good faith to repair and/or remove a disabled aircraft, but is unable to do so within forty-eight (48) hours, Operator shall not be deemed to have breached the terms of this Section;
- 2.2.3 In common with others, the use of all public space in the Terminal for Operator, its employees, customers, guests and other invitees, subject to such reasonable policies as the County may establish; and
- 2.2.4 Operator will not operate from or require Preferential Premises. However, Operator will, prior to each flight and until flight has departed, utilize temporarily dedicated space within the bag claim area of the terminal for the sale of tickets and the reservation of space, manifesting of passengers and cargo and the handling of baggage and cargo. During the time operator’s aircraft is on the ramp, Operator may

distribute and display on the temporarily dedicated space Operator schedules and promotional materials so long as in the Airport Director's reasonable discretion the same are tasteful and compatible with Terminal design and the other provisions of this Lease. Operator shall not display or distribute from such Premises (except with written permission of the Airport Director) advertising or promotional materials for non-Operator businesses or service.

2.2.5 Operator, in support of operator's flight activities, may place operator specific passenger directive and company signage within the terminal only prior to each flight in locations as approved by Airport Director. Operator will remove and store such signage once flight has departed.

2.3 Access to Airport

2.3.1 Operator, its passengers, agents, servants, invitees, employees and furnishers of goods or services shall have an unimpeded and unobstructed right of ingress to and egress from the Terminal. Such access shall, without exception, be in common with such other persons (including, at the option of the County, the general public) as the County may authorize or permit; and the County may, at any time or times, close, relocate, reconstruct, change, alter or modify such means of access, either temporarily or permanently, provided that another reasonably convenient and adequate means of ingress and egress is available for the same purposes.

2.3.2 The County may charge the operators of vehicles carrying passengers and property for the privilege of entering upon Airport property or using the roadways in or on the Airport, parking vehicles on the Airport, soliciting passengers on the Airport, or otherwise operating on the Airport. Provided, however, that the County will make available a reasonable number of parking spaces on Airport property for the use of Operator's employees, at no charge to Operator or its employees, and the County's failure to charge fees for such parking areas shall not affect its ability to charge and collect fees from other users.

2.4 Public Address and Paging System. Operator and others similarly authorized shall have the right to use the public address and paging system in the Terminal for flight announcements, paging, and similar purposes, subject to reasonable rules and policies established by the Airport Director.

2.5 Limitation on Use

2.5.1 Operator's use of the Airport authorized and granted herein shall be limited to the operation of a transportation system by aircraft for the carriage of persons, property, cargo and mail, including without limitation, the landing, take-off, parking, servicing, repairing, storing and testing of Operator's aircraft; the loading and unloading of persons, property, cargo and mail at the Airport: all of the uses shall be subject to County rules and policies then in effect.

- 2.5.2 Nothing contained herein is or shall be construed to prevent the County from enforcing the provisions of applicable ordinances, resolutions or regulations relating to the control of landside parking at the Airport or the collection of fees for such parking.
- 2.5.3 The County reserves the right to install or lease space in the public areas of the Airport for concessions (including, but not limited to, ground transportation and rental cars), which the County, in its sole discretion, deems desirable. Concessions will not adversely impact Operator's rights, use or access to the Preferential and Common Operator Areas.
- 2.5.4 Operator shall assure that no amusement, vending machines, public pay phones, facsimile, copy machines or other machines operated by coins, tokens, or credit cards are installed or maintained in or at the Preferential Premises unless approved by the Airport Director.
- 2.6 Acceptance by Operator. Operator has inspected the Airport, Terminal and Leased Premises and is fully aware of the equipment, location and condition thereof. Operator accepts the same in their present "as is" condition.
- 2.7 Air Carrier Accommodation. To accommodate the public interest, including to maximize the efficient use of Terminal space; to comply with the County's obligations under federal law to provide reasonable access to the Airport for commercial aeronautical operators and to accommodate entry to the Airport of new scheduled and charter air carriers; and to ensure uniform treatment of all Operators, the County reserves the right unilaterally to change, during the term of this Lease, the rights and obligations of Operator in areas designated as Preferential Premises, in accordance with the standards and process set forth below:
- 2.7.1 If an Operator desires to begin or renew service to the Airport and desires space in the Terminal, such Operator (the "Requesting Operator") may file a request for access with the Airport Director, containing details of the proposed Operator operations including, the amount, type and location of facilities requested; the type, schedule and seasonal duration of aeronautical services proposed; the proposed commencement date; the number and type of aircraft and ground support equipment; and the types and number of personnel to be used. Upon receipt of such a request, the Airport Director will determine whether the Requesting Operator requires Preferential Premises within the air carrier counter, office and/or ops/cargo area of the Terminal.
- 2.7.2 If the Airport Director determines that the Requesting Operator needs Preferential Premises in the Terminal and such space is not then vacant, the Airport Director shall forward the request for access to all Operators renting space in the Terminal. The Requesting Operator and tenant Operators all shall then have the obligation to negotiate in good faith to reach an agreement to accommodate the Requesting Operator, whether by sublease, sub-license, "handling agreement" or the like.

- 2.7.3 If negotiations are fruitless and the Requesting Operator demonstrates to the satisfaction of the Airport Director that it has pursued all reasonable efforts to secure accommodation by the tenant Operators without success, the Airport Director shall notify all tenant Operators in writing that, if the Requesting Operator is not accommodated within a reasonable period, not less than forty-five (45) days, from the receipt of such notice, the Airport Director shall select one or more of the tenant Operators to accommodate the Requesting Operator.
- 2.7.4 If, at the end of the specified period, the Requesting Operator has not been accommodated, the Airport Director shall select Operator and/or another Operator tenant or tenants to accommodate the Requesting Operator, by sharing all or a portion of the Preferential Premises assigned to one or more tenant Operators, including possibly the Operator, with Requesting Operator in the manner determined by the Airport Director. Such reduction and reallocation shall be determined by taking into consideration factors including, but not necessarily limited to: current relative utilization of Preferential Premises (on a gross flight number and/or enplaned passenger basis), schedule compatibility, union work rules, and competitive relationships. Once a decision is made, the Airport Director shall send written notice to the tenant Operator(s) selected to accommodate the Requesting Operator to begin accommodation of such Requesting Operator within ten (10) business days from the receipt of such notice. Operator shall not be required to bear the expense of any such reduction in size or reconfiguration of the Preferential Premises and Operator may require the Requesting Operator to enter into an agreement, acceptable to the Operator, for Requesting Operators' use of Operator's Preferential Use Space. The Airport Director shall include in such notice the basis for the decision. The decision of the Airport Director shall be final.
- 2.7.5 If during the term of this Agreement, Operator suspends flight operations at the Airport for a period in excess of sixty (60) days, during the months of December through March inclusive, and another Operator makes application for use of new or additional space in the Terminal, the County reserves the right to delete all or a portion of the Preferential Premises from this Lease for the remainder of its term, and to make such space available to the Requesting Operator.
- 2.8 Acknowledgment of Facilities Limitations. The County has advised Operator, and Operator acknowledges and understands, that the scheduling of service to the Airport by large aircraft (more than 30 seats), during the same or in close proximity to periods in which the Airport is being served by other large aircraft may result in schedule delays, and inconvenience and discomfort to passengers. The County encourages Operator and other Operator tenants to take these considerations into account when scheduling service by large aircraft at the Airport. Upon request of Operator, the County will share with Operator all non-confidential information in its possession regarding the scheduling and proposed scheduling of Operator service at the Airport.

- 2.9 Entry and Inspection By County. County and its authorized officers, employees, agents and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to the Operator's operations as is reasonably practicable, and with prior written notice to the Operator) to enter upon the Operator's Preferential Premises for the following purposes:
- 2.9.1 To inspect such Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Operator has complied and is complying with the terms and conditions of the Lease with respect to such Premises.
 - 2.9.2 To perform maintenance and make repairs and replacements in any case where Operator is obligated to do so and has failed after reasonable written notice to do so, in which event Operator shall reimburse County for the reasonable cost thereof promptly upon demand.
 - 2.9.3 To perform maintenance and make repairs and replacements in any case where the County is obligated to do so, and in any other case where the County, in its reasonable judgment, determines that it is necessary or desirable to do so in order to preserve the structural safety of such Premises or the building in which they are located or to correct any condition likely to cause injuries or damages to persons or property.
 - 2.9.4 In the exercise of the County's police power, nothing herein shall limit the rights of County to enter the Preferential Premises with or without notice in the event of an emergency. No such entry by or on behalf of the County upon such Premises shall in and of itself cause or constitute a termination of this Lease or be deemed to constitute an interference with Operator's possession of the Premises.

3. OBLIGATIONS OF OPERATOR

- 3.1 Rentals and Charges. Operator agrees to pay the County rentals and charges for the use of the Leased Premises, and the services and privileges granted hereunder, according to the following schedule:
- 3.1.1 For Airport services connected with its operations scheduled to be landed and non-scheduled operations actually landed at the Airport, Operator shall pay a landing fee based on the **maximum certified landing weight of the aircraft landed**, which landing fee shall be **\$10.00 per 1,000 pounds of Weight**.
 - 3.1.2 For use of passenger, cargo and baggage processing space within the terminal bag claim area and space for aircraft maintenance supplies and parts storage, Operator agrees to pay the County an annual rate of **\$11.19/sq. ft. for 450 sq.ft.** space desired for operators use (**\$420/mth**).

- 3.1.3 Such additional fees or charges as are necessary to reimburse the County for expenditures required to comply with standards, regulations, orders or directives from the Federal Aviation Administration and/or Transportation Security Administration concerning security to the extent that the federal government is not obligated to provide such reimbursement. To the extent that the Operator provides such services at its own expense, it shall be relieved of any obligation to reimburse the County under this section.
- 3.1.4 Operator agrees to faithfully collect and promptly remit to County (without notice or demand by County and in accordance with FAR Part 158) the proceeds of the County's Passenger Facility Charge as long as the County has an FAA approved Passenger Facility Charge in effect. Operator shall pay the County interest for late payment of Passenger Facility Charge proceeds to County in accordance with Section 3.1.8 below. Both Operator and County hereby covenant to fulfill their responsibilities under the terms of FAR Part 158. If legislation and regulations, in effect on the date of this Lease, governing passenger facilities charges, use fees, or similar charges on Operator's passengers using the Airport are amended, changed, or eliminated during the term of this Lease, the County reserves the right to appropriately adjust such charges, levy new charges, revise charges, or implement additional charges as reasonably determined by the County to be necessary. In the event that any rental, fee or charge set forth in this Lease shall not be paid to the County within the calendar month of the due date, Operator agrees to pay a late charge equal to one and one-half percent (1 1/2%) per month on the unpaid balance, accruing from the due date until paid.
- 3.1.5 Operator shall pay for any identification badges required for its or its assigns or subtenants' employees, at a rate established by the County from time to time, and the cost of finger print based FBI background checks in addition to any other requirements of the TSA. The initial badge rate currently charged by the County is \$75.00 per badge. Operator shall also pay fees as established by the County from time to time for the replacement of said badges. When requested by Operator, the County shall issue keys to Operator employees, to provide access to those areas of the Terminal which the County in its discretion deems necessary or appropriate for Operator's activities. Operator agrees to pay the County \$10.00 for each such key issued. If any such key is lost or stolen, Operator agrees to pay the County \$100, plus the actual cost incurred by the County for re-keying the affected locks and producing replacement keys. Operator acknowledges that, depending on the key lost, the cost incurred for re-keying locks and providing replacement keys may be significant.

3.2 Terms and Conditions of Payment.

- 3.2.1 Rentals under subparagraph 3.1.1 and 3.1.4 above shall be paid in advance in monthly installments due the first day of each month and payable no later than the 15th day of each month. The first such payment shall be due on **June 1st, 2024.**

- 3.2.2 Operator shall provide to the County information required in calculating fees set forth in subparagraphs 3.1.2 and 3.1.3, above, and warrants that all information contained in these reports shall be true and accurate as of the date the same is given. By the second business day of each month during the Lease term, Operator shall deliver to the County, on a form to be provided by the County, all information concerning Operator's aircraft landed and landed Weight for the previous calendar month, together with flight cancellations and the reasons therefore. The County will thereafter invoice Operator the appropriate fee for the previous month, which amount shall be paid by Operator within twenty (20) days following billing by the County.
- 3.2.3 Payment for any cost reimbursement shall be made within thirty (30) days following receipt by the Operator of a statement or invoice itemizing such costs unless Operator, at its option, exercised in writing upon notice to the county, elects to carry forward.
- 3.2.4 Payments shall be made to the Gunnison County Finance Office, 200 East Virginia, Gunnison, Colorado 81230, and should be made payable to the "Gunnison County Treasurer." Any check or other order shall be accepted subject to collection and the Operator agrees to pay any bank charges made for the collection of any such check.
- 3.3 Insurance. Operator shall have the obligation to maintain, during the Term of this Lease and at Operator's expense, aircraft liability insurance and comprehensive general form liability insurance, covering bodily injury, personal injury, property damage, products/completed operations liability, premises liability and contractual liability, with liability limits of at least those set forth in the County's Minimum Standards and Requirements of Commercial Aeronautical Activities (the "Minimum Standards") at the Airport, as the same now exist or as they may be hereafter amended after notice to Operator, including acceptable sub-limits. A copy of the Minimum Standards is annexed to this Lease at **Exhibit 2**. Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft, and shall cover Operator's use and occupation of the Leased Premises and aircraft operations at or upon the Airport. Said policy shall include an endorsement covering the indemnity owed by Operator to the County under this Lease. Operator may insure in such amounts as Operator shall deem appropriate with respect to any other risk, including risk to personal property or trade fixtures located on the Preferential Premises. Operator shall also maintain worker's compensation insurance or evidence of self-insurance, in accordance with the laws of the State of Colorado, covering all its employees who may from time to time be at the Airport in such capacity. Operator shall furnish current certificates of insurance to the County within 30 days of executing this agreement. Regarding Section 1.7.5 Insurance of the Minimum Standards, Operator will provide thirty (30) days notice of cancellation, except ten (10) days notice with respect to nonpayment of premium and seven (7) days notice (or such shorter period as may be required) with respect to War.

3.4 Indemnification of the County. To the extent permitted by law, each of the Operator and the County agrees to indemnify the other against all liability for injuries to persons or damage to property caused by the other's intentional and/or negligent operations at or upon, or use or occupancy of the Leased Premises, except to the extent that such injuries or damage are caused by the gross negligence or willful misconduct of such party. the parties hereto expressly agree that under no circumstances shall either party or its affiliates be liable for special or exemplary damages, whether in contract or tort (including strict liability, negligence, and nuisance), such as, without limitation, punitive damages.

3.5 Security Requirements.

3.5.1 Operator shall conduct criminal and such other checks on its employees as may be required by applicable federal law and/or regulations, whether the same applies to Operator directly, or to the operation of any part of the Airport. Operator shall also timely provide the County with such information as may be necessary for the County to comply with federal law or regulation, including those relating to the issuance of SIDA badges. Employees will not be assigned duties in which they are required to have unescorted access to controlled areas until such checks have been made and appropriate authority granted by the County. Operator further agrees that Operator and its Employees shall fully comply with the County's security program.

3.5.2 Operator shall maintain the Premises in such a manner as to keep them reasonably secure from unauthorized intrusion and shall with respect to any area of the Premises opening to an Air Operations Area (AOA) of the Airport, provide for an adequate security procedure designed to prevent unauthorized persons or vehicles from entering such Air Operations Area. An "Air Operations Area" is defined to mean any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. An "adequate security system" is further defined as providing for security at the standard no less than required and set out in Part 1542 of the Federal Aviation Regulations of the Federal Aviation Administration, as may be amended.

3.5.3 At any time during the term hereof, when requested in writing by the Airport Director, the Operator shall, within a reasonable period following such request, submit to the Airport Director written descriptions of the security procedures that are to be used and are being used by the Operator on any or all of the Leased Premises.

3.5.4 It is understood and agreed by the Operator that the TSA screening check point located in the Airport Terminal and the services provided by the TSA screening staff will not be utilized and instead will be provide by Operator. It is understood and agreed that all screening, security and related operating procedures by Operator will remain compliant with FAA 14 CFR 135 regulations and the Operator's TSA approved Twelve-Five Standard Security Program (TFSSP). Operator and the County will use their best reasonable efforts to ensure that Operator's departing passengers will not enter the TSA screening check point.

3.5.5 If Operator uses any access gate or door ("Access Gate") providing access to the Security Identification Display Area ("SIDA") of the Airport. Any such Access Gate shall be constantly monitored by Operator while open to prevent access to the SIDA by any person who does not properly display a County-issued security badge, or by any person who is not actively escorted by such a properly badged person. If unauthorized access to the SIDA occurs through an Access Gate being used by Operator it shall be a violation of this Lease and of the County's security program. For any such violation, Operator shall pay the County liquidated contract damages, which shall not be considered a penalty, in accordance with the following schedule, for violations occurring during the same calendar year:

1 st Violation	Notice of Violation—Next Offense to Result in Fine
2 nd Violation	\$250 (gate will be locked by County until fee is paid)
3 rd Violation	\$500 (gate will be locked by County until fee is paid and

Operator shall provide assurances which, in the sole discretion of the County, are sufficient to prevent future Access Gate violations). Regardless of the number of such Access Gate violations which occur, should any such violation(s) result in a damage award, citation, or fine being assessed against the County, then Operator shall promptly reimburse the County for said damage award, citation, or fine, and for all costs and expenses, including reasonable attorney's fees, incurred by the County in defending against and satisfying the same

3.6 Operator's Employees. Operator hereby covenants and agrees, that with respect to operations authorized under this Lease;

3.6.1 Operator shall require all of its Employees, representatives, contractors, subcontractors, licensees, subtenants, invitees excluding passengers, and suppliers hired by Operator and working about the Terminal to wear clean and neat attire and to display appropriate identification.

3.6.2 Operator shall not permit its Employees to enter the Airport's security areas without the Employee's valid identification or an approved escort; and it shall immediately notify the Airport Director or his designee whenever an Employee's access authority has been revoked, an access medium has been lost or stolen, or it becomes aware that the access control system or its components have been compromised or threatened.

3.7 Records. Operator agrees that it shall keep or cause to be kept at the Airport true, accurate and complete records of Operator's activity conducted at the Airport upon which reports required in Subparagraph 3.2.2 above are based, for a period of two (2) years after the activity conducted, and shall permit the County to inspect the same at all reasonable times. Operator will provide passenger deplanement and enplanement records to the Airport Director by the 30th of each month after the month of the recorded activity.

- 3.8 Liens. Operator shall immediately cause to be removed, and shall cause a bond to be posted for the benefit of County to secure the payment of any and all liens or encumbrances of any nature arising out of or imposed because of any improvements or repairs performed by Operator or any of its contractors or subcontractors upon the Preferential Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use on the Preferential Premises.
- 3.9 Removal of Disabled Aircraft. Operator shall promptly remove any of its disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons and gate positions) and place any such disabled aircraft in such storage areas as may be designated by Airport Director. Operator may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by Airport Director. If Operator fails to remove any of its disabled promptly, County may, but shall not be obligated to, cause the removal of such disabled aircraft, provided, however, the obligation to remove or store such disabled aircraft shall not be inconsistent with federal and state laws and regulations. Operator agrees to reimburse County for all reasonable and actual costs of such removal.

4. OBLIGATIONS OF THE COUNTY

- 4.1. Quiet Enjoyment. The County covenants that on paying the rent and performing the covenants herein contained, Operator shall peacefully and quietly have, hold and enjoy the rights granted herein for the agreed term.
- 4.2. Maintenance and Utilities. During the term of this Lease, the County shall maintain and keep in good repair so much of the Airport, including the Terminal, as is not under the preferential or exclusive control of individual tenants, in accordance with applicable laws, rules and regulations. The County shall also maintain and operate sewage and water facilities, janitorial services, electrical and electronic facilities, and such other appurtenances and services as are now or may hereafter be connected with the operation of the Airport, for the common areas of the Terminal.
- 4.3. Snow Removal The duties of the County shall include the removal of snow from the ramps, runways and taxiways of the Airport, to the standard of a reasonable airport operator under similar circumstances and in light of equipment and personnel reasonably available to the County except as provided for in 4.4.
- 4.4. Operator Snow Removal Operator agrees to remove ice and snow from (a) an area around each aircraft measuring ten (10) feet from the nose, tail, and wings, and (b) a ramp area designated by the Airport Director for housing Operator ground handling equipment, such areas identified as the "Exterior Exclusive Use Premises" if any taking into account the equipment and personnel reasonably available to the Operator except as provided in Section 4.3 above. Operator shall indemnify and hold the County harmless from any and all claims arising out of Operator's failure to clear ice and snow from the Exterior Exclusive Use Premises. Operator assumes full responsibility for the safety of its employees, contractors,

agents, and passengers moving between the terminal and its own aircraft, regardless of weather conditions.

5. TERM

- 5.1 Term. Subject to earlier termination as hereinafter provided, the term of this Lease shall be 12 months (twelve) period commencing June 1st 2024 and ending May 31st 2025 (Initial Term). At the request of the operator, an additional term commencing June 1st 2025 and ending May 31st 2026 (Additional Term) may be approved by mutual agreement.
- 5.2 Holding Over. Holding over or failure to vacate the Preferential Premises at the end of the term shall not be construed to be the granting or exercise of an additional term, but shall create only a month to month tenancy, under the other terms and conditions of this Lease, which may be terminated by either party upon 30-days notice to the other.

6. TERMINATION, SURRENDER AND DAMAGES

6.1 Termination by Operator.

- 6.1.1 Operator may terminate this Lease at any time if it withdraws from providing scheduled air service to the Airport, providing that it first delivers to the County a written notice specifying an early termination date, which date shall not be less than thirty (30) days from the date of delivery of said notice to the County. In such event, this Lease shall terminate on the date specified in the notice, provided that Operator is not then in default under the terms of this Lease and all amounts due and owing to the County are fully paid on and to the termination date specified. If Operator continues to provide service after the date specified, is in default hereunder or otherwise continues to owe monetary obligations to the County on said date, Operator's obligations under this Lease shall not terminate, but shall continue during the term.
- 6.1.2 If the County fails to perform any material act or acts or render any service required to be performed or rendered by the County under the terms of this Lease, and if the County fails to remedy any such default within thirty (30) days following Operator's written notice to remedy the same, Operator may terminate this Lease.
- 6.1.3 Operator shall also have the right to terminate this Lease in the event of any of the following: the order or action of a federal agency terminating or suspending Operator's right to operate into and from the Airport; issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least thirty (30) days; any action of a federal agency hereafter refusing to permit Operator to operate into, from or through the Airport such aircraft as Operator may reasonably desire to operate thereon; the inability of

Operator to use said premises and facilities continuing for a longer period of thirty (30) days due to any deficiency of the Airport or unsafe condition for operating at the Airport of the type of aircraft then being flown by Operator or any law, order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Operator or due to war or other casualty; the assumption by the United States or any authorized agency thereof of control of the Airport or any substantial part thereof; or the erection of any obstacle on or in the vicinity of the Airport which would occasion a modification of Operator's air carrier operating certificate or similar authorization establishing minimum safety standards for the operation of Operator.

6.2 Operator's Default and County Remedies.

6.2.1 County may terminate this lease if Operator is in default under this Lease in the event of any of the following:

6.2.1.1 appointment of a receiver or trustee of Operator's assets;

6.2.1.2 default by Operator in the performance of any covenant or agreement herein required to be performed by Operator other than the payment of money or the occurrence of the events described in this paragraph, and failure of Operator to remedy such default for a period of thirty (30) days after receipt of written notice to remedy the same; or

6.2.1.3 failure of the Operator to make any payment due hereunder within fifteen (15) days after receipt of notice of such overdue payment.

6.2.2 In the event of default, the County may, at its option, in addition to other remedies, and with or without terminating this Lease, utilize Operator's security deposit to satisfy all or a portion of Operator's obligations to the County. The County need not terminate this Lease upon Operator's default, but at its discretion and without terminating the Lease, may seek specific performance, damages incurred by it as a result of Operator's default, and/or such other and further relief as may be available at law or equity. In the event of Operator's default, the County need not elect remedies, but may pursue any combination of remedies available to it at law or equity.

6.3 Surrender of Possession.

6.3.1 On the expiration or other termination of this Lease, Operator's rights to use the Leased Premises, facilities and services described herein shall cease, and Operator shall promptly vacate the Preferential Premises, if any.

6.3.2 Except as otherwise provided in this Lease, all fixtures, improvements, equipment and other property bought, installed, erected or placed by Operator in, on or about

the Airport shall be deemed to be personal property and shall remain the property of Operator. Operator shall have the right at any time during the term of this Lease, or any renewal or extension hereof, and for an additional period of thirty (30) days after the expiration or sooner termination of this Lease, to remove any or all of such property from the Airport, subject, however, to Operator's obligation to repair all damage, if any, resulting from such removal, reasonable wear and tear excluded. Any and all property not removed by Operator prior to the expiration of the aforesaid period shall be deemed abandoned thereupon become a part of the land on which it is located and title thereto shall vest in the County. The County may, however, require and accomplish the removal of said property at its option and at the expense of Operator. Neither the County, nor its officers, employees or contractors shall have any liability to Operator with respect to such abandoned property.

6.4 Damage or Destruction of Premises.

- 6.4.1 If the Preferential Premises are partially damaged by fire, the elements, the public enemy or other casualty, and the damage is so extensive as to render the Preferential Premises untenable, but said damage is capable of being repaired in 60 days or prior to the termination date hereof, whichever date first occurs, the Preferential Premises shall be repaired with due diligence by the County at its own cost and expense, and the rent payable hereunder with respect to that portion damaged, if any, shall be proportionately paid up to the time of such damage and shall thenceforth abate in the ratio the space rendered unusable bears to the total space leased until such time as the Preferential Premises shall be fully restored. If the Preferential Premises are completely destroyed or are so damaged that they will remain untenable for more than 60 days or beyond the termination date hereof, whichever date first occurs, either party may, at its option, cancel so much of this Lease as relates to the untenable space, such cancellation to be effective as of the date the Preferential Premises were damaged or destroyed. In such event, County shall make reasonable efforts to provide Operator with substitute space, to the extent the same is reasonably available.
- 6.4.2 Except as provided in subparagraph 6.4.1 above, destruction of all or part of the Preferential Premises shall not affect the obligation of Operator to pay the rents and charges set forth in this Lease.
- 6.4.3 In the event that the Preferential Premises are rendered untenable for reasons other than those set forth above, there shall be a reasonable and proportionate abatement of the rentals, fees and charges provided for herein during the period that the same are so untenable or unusable.
- 6.4.4 Notwithstanding any of the foregoing, in the event any damage or destruction to the Airport is caused by a negligent act or omission by Operator, its subtenants or Employees, Operator shall reimburse the County for its actual costs incurred in repairing such damage. Nothing herein shall be construed as a waiver of the right of

the County to recover damages from Operator arising out of the fault or negligence of Operator.

6.4.5 In the application of this Paragraph 6.4, the County's obligations shall be limited to repair or reconstruction of the Preferential Premises to the extent and of equal quality as obtained at the commencement of operations hereunder, and the County shall not be responsible for any consequential damages. Redecoration or replacement of Operator's furniture, equipment and supplies shall be the responsibility of Operator, unless damage thereto is caused by a negligent act or omission of the County, its agents or employees, in which event the County shall be responsible for such redecoration and replacement. Any such redecoration or refurnishing shall be of equivalent quality to that originally existing at the commencement of the Lease.

7. ASSIGNMENTS AND SUBLETTING

7.1 Assignments and Subletting. Operator shall not at any time assign or sublet its rights under this Lease 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 or subletting 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.

7.2 Successors to the County. The rights and obligations of the County under this Lease 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.

8. OTHER AGREEMENTS

8.1 Compliance with Laws, Rules and Regulations.

8.1.1 Operator shall obtain and pay for all licenses, fees, permits or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Lease and the privileges extended hereunder. Operator shall also pay all taxes lawfully imposed upon it with respect to its property or operations on the Airport.

8.1.2 Operator shall, at all times, faithfully obey and comply with all applicable existing and future laws, rules and regulations adopted by federal, state, local and other governmental bodies and applicable to or affecting Operator and its operations and activities in and at the Airport.

8.1.3 Operator agrees to abide by and be subject to all (a) the Minimum Standards, and (b) Airport Rules and Regulations which are now, or may from time to time be, lawfully promulgated by the County and/or other agencies with authority concerning management,

operation or use of the Airport. A copy of the County's existing Minimum Standards and Rules and Regulations relating to operations at the Airport are annexed to this Lease as Exhibit 1 and 2.

- 8.1.4 Nothing herein shall limit the right of Operator to challenge any rule or regulation, or the application of such rule or regulation to Operator, or to seek any legal or equitable remedy.
- 8.1.5 Operator acknowledges that it has reviewed and is familiar with Assurances which are imposed upon the County by the Federal Aviation Administration by nature of its having received grant funding. Operator agrees that it will faithfully comply with such Assurances to the extent that they apply or hereafter apply to the Operator, and shall take no action or make no omission which would cause the County to be in default under such Assurances.
- 8.2 Lease Subordinate. This Lease shall be subordinate to any existing or future agreement between the County and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for development of the Airport. If such an Agreement is entered into between the County and the United States, the parties agree to execute an amendment to this Lease so as to remove any material inconsistencies between this document and any agreement with the United States. In the event that by reason of any such Agreement with the United States, it becomes necessary to modify, relocate or remove any improvements or other structures situated on the Leased Premises, Operator agrees to modify, relocate or remove any such improvements or structures, as directed by the County, and the County shall compensate and reimburse Operator for reasonable costs and expenses (including modification, removal or relocation costs) so incurred by Operator.
- 8.3 Non-Discrimination. In operations at and use of the Airport, the Operator 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, 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.
- 8.4 Service Entrances. The County shall have no obligation to provide any special service entrances for utilities other than those, which presently exist in the Terminal. In the event Operator requires any additional or special service entrances, the same shall be installed at the cost and expense of Operator, and only upon prior County approval.
- 8.5 Availability of Governmental Facilities. In the event that air navigation aids or other facilities now or hereafter supplied by the United States and needed for Operator's operation at the Airport are discontinued, the County shall have no obligation to furnish such aids or facilities.

- 8.6 Relocation by the County. If in the opinion of the County, proper development or operation of the Airport requires that any part of the Leased Premises be devoted to a different use, the County shall have the right, upon six (6) months advance written notice to Operator (“Relocation Notice”), and without cost or expense to Operator, to relocate all or a part of the Leased Premises, on a temporary or permanent basis, provided that such notice details the specifics and timing of such relocation and what specific areas of the Lease Premises are affected. If the Preferential Premises is so relocated it shall be of no less area, and as conveniently located with reference to the Security Holding Area as is reasonable, considering all demands for space at the Airport. In such event, all of Operator's improvements and trade fixtures shall, without cost or expense to Operator, be relocated or replaced on said relocated Preferential Premises, and this Lease shall continue in effect with respect to such relocated Preferential Premises. In the event of such Relocation Notice, Operator shall the right in its sole discretion to terminate this Agreement.
- 8.7 Force Majeure. Neither the County nor Operator shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of aircraft or fuel or tires as the direct result of governmental decree, acts of God, acts of the public enemy, acts of superior governmental authority, weather condition, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which is not under its control.
- 8.8 Reservation of County Rights. Notwithstanding anything herein to the contrary, the County reserves the following rights:
- 8.9.1 For the use and benefit of the public, the right of flight for the passage of aircraft in the air space above the surface of the Leased Premises, together with the right to cause in that air space such noise as may be inherent in the operation of aircraft utilizing the Airport.
- 8.9.2 The right to protect the aerial approaches of the Airport against obstruction, including the right to prohibit Operator from erecting, or permitting to be erected, any building or other structure on the Leased Premises which would, in the reasonable judgment of the County, constitute a hazard to aviation.
- 8.9.3 During time of war or national emergency, the right to lease the Airport or any part thereof, including the Leased Premises or any part thereof, to the United States Government for military purposes, and, in the event of such lease to the United States for military purposes, the provisions of this Lease shall be suspended insofar as such provisions may be inconsistent with the provisions of the lease to the United States.
- 8.9.4 The right to direct all activities of Operator at the Airport in the event of an emergency.
- 8.9.5 The right to grant other leases, licenses, permits or rights to occupancy or use of the Airport so long as such other grants do not unreasonably interfere with or impair Operator's rights hereunder or Operator’s occupancy or use of the Leased Premises, and the right to direct changes in the way Operator conducts its Airport operations in the event that the County determines, in the exercise of its reasonable judgment, that one or more aspects of Operator’s method of operation is unreasonably interfering with the lawful and proper occupancy or use by others of the Airport. Provided, that this reserved right is not intended to allow the County to deny Operator the basic right to use the Leased Premises for any of the uses permitted hereunder.

8.9.6 The right to further develop and/or improve the Airport, including the Leased Premises, as the County deems appropriate, without interference or hindrance by Operator, and the County shall have no liability hereunder to Operator by reason of any interruption to its operations on the Leased Premises occasioned by such development and/or improvement of the Airport; provided, that if Operator shall be unable to conduct reasonably normal business operations on the Leased Premises by reason of any such development and/or improvement of the Airport, then rent and other fees payable by Operator hereunder shall be subject to an equitable adjustment during the period of such interruption.

8.9.7 Prior to taking any such action which would adversely affect the operations of the Operator, the County agrees to consult with the Operator's local and/or designated representative; provided, however, that this shall not preclude the County from taking any action it deems necessary for the immediate protection of persons or property or which is necessitated by circumstances which the Airport Director or other authorized person reasonably believes to be a threat to the general welfare.

9. MISCELLANEOUS PROVISIONS

9.1 Non-Exclusive Right. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the County reserves the right to grant to others the privilege and right of conducting any one or all of the aeronautical activities specified herein, or any other activities of an aeronautical nature.

9.2 Operator's Subcontracts. The requirements of this Lease shall apply to Operator's approved subcontractors hereunder, and Operator shall ensure that such subcontractors agree to and comply with the obligations of paragraphs hereof to the same extent required of Operator.

9.3 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 Lease.

9.4 Time of Essence. Time is of the essence in this Lease.

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

9.6 Limitation of Benefit and Liability. This Lease does not create in or bestow upon any other person or entity not a party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease 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. No director, officer, official or employee of either party shall be held personally liable under the terms of this Lease.

9.7 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 Lease, 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.

9.8 Effect of Lease. All covenants, conditions and provisions in this Lease shall extend to and bind the successors of the parties hereto, the assigns of the County and the permitted assigns of Operator.

9.9 Notices. Notice to the County provided for herein shall be sufficient if sent by registered mail addressed to:

Gunnison-Crested Butte Regional Airport
Mathew Birnie, County Manager
200 E. Virginia
Gunnison, Colorado 81230

and notices to the Operator, by e-mail or if sent by registered mail, addressed to

legal@jsx.com
realestate@jsx.com

Delux Public Charter, LLC
7201 Lemmon Ave
Dallas, Tx 75209

9.10 Governing Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Any action to enforce or interpret this Lease shall be brought in a court in and for Gunnison County, Colorado, or in the United States District Court for the District of Colorado.

9.11 Entire Lease. This Lease 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.

9.12 Attorneys' Fees. In any action to enforce or interpret the provisions of this Lease, the court may award reasonable attorney fees and costs to the prevailing party.

9.13 No Personal Liability. No director, officer or employee of either party hereto shall be held personally liable under this Lease.

9.14 Modification of Lease. This Lease may not be altered, modified or changed in any manner whatsoever except by a writing signed by all parties hereto.

9.15 Capacity to Execute. The County and Operator each warrant and represent to one another that this Lease constitutes the legal, valid and binding obligation of that party.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first above written.

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

By: _____

Jonathan Houck, Chairperson

Elizabeth Smith, Commissioner

Laura Puckett Daniels, Commissioner

Attest:

Katherine Haase, Deputy Clerk

Delux Public Charter, LLC (dba JSX)

Attest:



Jeff Simmons, Chief Financial Officer



KEN EDMONDSON, VP

EXHIBIT 1
Minimum Standards

EXHIBIT 2
Rules and Regulations

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Cash Transfer Report June 2024

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Cash Transfer Report June 2024

Fiscal Impact:

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 7/12/2024

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: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 7/16/2024



GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
 June-24

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	367,284.35	0.00
130	95 11122	General - Payroll Account	322,675.03	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(4,739,217.93)
002	02 11900	Road & Bridge	1,514,968.86	0.00
003	03 11900	Human Services	0.00	(125,078.86)
004	04 11900	Public Health Agency	0.00	(14,409.36)
007	07 11900	Conservation Trust	26,960.76	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	791,215.98	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	305,442.02	0.00
013	13 11900	Land Preservation	72,968.94	0.00
030	30 11900	Mosquito Control	0.00	(15,766.90)
032	32 11900	Sage Grouse Trust	9,685.76	0.00
034	34 11900	Risk Management	0.00	(47,315.19)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	101,657.92	0.00
050	50 11900	Gunnison County Sewer	0.00	(13,349.19)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(42,859.90)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(153,996.39)
125	52 11101	Solid Waste - Landfill Closure	7,388.14	0.00
126	52 11102	Solid Waste - Landfill Const	28,025.25	0.00
070	70 11900	Housing Authority	0.00	(337,575.48)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	7,993.14	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	123,387.73	0.00
082	82 11900	ISF-II	0.00	(14,901.17)
090	90 11900	Health Insurance Trust	118,267.52	0.00
115	90 11101	Health Insurance Claims	76,396.94	0.00
091	91 11900	Local Marketing District	0.00	(1,158,325.63)
092	92 11900	Transportation Authority	0.00	(295,359.63)
093	93 11900	Public Trustee Agency	0.00	(4,203.66)
145	95 11121	Accounts Payable Clearing	3,088,040.95	0.00
TOTALS			\$ 6,962,359.29	\$ (6,962,359.29)

TRANSFER FOR JOURNAL ENTRIES:

406056, 406057, 406058, 406059, 406060, 403769, 401946, 401947, 403771, 403772, 406106, 405666, 406111, 406136, 406253, 406254, 406257, 406258, 406259, 406264, 406267, 406268, 403777, 404815, 403778, 404816, 406273, 406437, 406442, AP, GBI, 406265,

PREPARED BY: *Whitney Lee*
 AUTHORIZED BY: *[Signature]*
 RECEIVED BY TREASURER: *[Signature]*

DATE: JUL 10 2024
 DATE: JUL 10 2024
 DATE: 7-10-24

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
June-24**

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900
-	406056,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2024	(24,542.67)						(384.16)	
-	406057,	STND2: BUDGETED INTERFUND TRANSFERS	6/30/2024	46,017.53					(9,545.84)		(5,166.67)
-	406058,	STND3: MAPPING SYSTEM CHARGES	6/30/2024	(11,532.15)					(1,675.75)	(22.08)	(22.08)
-	406059,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2024	(3,880.82)					(390.83)	(637.50)	(825.00)
-	406060,	STND5: COMPUTER SYSTEM CHARGES	6/30/2024	(22,646.93)					(1,783.33)	(2,279.17)	(4,632.92)
-	403769,	CFMS MARCH	3/31/2024	30,821.73						(30,821.73)	
-	401946,	TRANSFER TO HOUSING	1/31/2024	1,000,000.00							
-	401947,	CORRECT HOUSING TRANSFER	1/31/2024	(100,000.00)							
-	403771,	DHS ATTORNEY TIME 1ST QTR	3/31/2024	22,992.22						(22,992.22)	
-	403772,	DHS ACCOUNTING TIME 1ST QTR	3/31/2024	1,798.65						(1,798.65)	
-	406106,	TRANSFER POSTAGE CHG TO PUBLIC WORKS	6/30/2024	199.04							
-	405666,	RECLASS REVENUE TO FUND 43 FROM FUND 01	5/31/2024	(102,033.38)							
-	406111,	WEED RENT TO AIRPORT JUN	6/30/2024	(765.00)							
-	406136,	MEDCHKSJUN	6/30/2024	(5,956.52)							
-	406253,	DHS ACCTG	6/30/2024	2,858.99						(2,858.99)	
-	406254,	DHS ATTY	6/30/2024	28,728.06						(28,728.06)	
-	406257,	COPIES BLACK JUN2024	6/30/2024	(452.44)					(2.52)	(16.20)	(5.84)
-	406258,	COPIES COLOR JUN2024	6/30/2024	(1,089.72)					(1.98)	(15.66)	(18.18)
-	406259,	POSTAGE USE JUNE 2024	6/30/2024	(1,211.96)							
-	406264,	LANDFILL ALLOCATION JUNE	6/30/2024								
-	406267,	RECORD BERKLEY MED STOP LOSS	6/30/2024								
-	406268,	PH PHOTOCOPY JUNE	6/30/2024	(32.00)							(75.56)
-	403777,	MATERIAL USAGE MARCH	3/31/2024						(824.23)		
-	404815,	MATERIAL USAGE APRIL	4/30/2024						(12,226.71)		
-	403778,	EQUIPMENT USAGE MARCH	3/31/2024	(241.00)					(154,107.93)		
-	404816,	EQUIPMENT USAGE APRIL	4/30/2024	(49.00)					(104,327.49)		
-	406273,	RECLASS JUNE 24 PAYROLL	6/30/2024							(1,050.94)	1,050.94
-	406437,	CASH TRANSFER	6/30/2024	(133,433.08)							107,961.46
-											
-											
-	406442,	REVENUE CLEARING JUNE 24	6/30/2024	157,953.53				(4,739,217.93)	2,254,982.99	148,522.68	107,637.64
-	AP,	AP CLEARING June	6/30/2024	(740,558.09)					(234,586.87)	(16,735.44)	(85,110.34)
-	GBI,	LANDFILL INTERFUND CHARGES (n/a)									
-	406265,	Payroll Import June 24	6/30/2024	547,014.39					(220,540.65)	(165,260.74)	(135,202.81)
-		NET PAYROLL TRANSFER June		(322,675.03)							
-		TOTALS		367,284.35	-	-	-	(4,739,217.93)	1,514,968.86	(125,078.86)	(14,409.36)

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

June-24

JE's	Description	Finance Business Date	07	08	08	08	10	10	12	13	30	32
			Conservation Trust 07 11900	Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900
406056,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2024					(1,394.29)					
406057,	STND2: BUDGETED INTERFUND TRANSFERS	6/30/2024					(4,635.00)				1,675.00	
406058,	STND3: MAPPING SYSTEM CHARGES	6/30/2024					(22.08)					
406059,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2024					(308.33)					
406060,	STND5: COMPUTER SYSTEM CHARGES	6/30/2024					(1,608.33)					
403769,	CFMS MARCH	3/31/2024										
401946,	TRANSFER TO HOUSING	1/31/2024										
401947,	CORRECT HOUSING TRANSFER	1/31/2024										
403771,	DHS ATTORNEY TIME 1ST QTR	3/31/2024										
403772,	DHS ACCOUNTING TIME 1ST QTR	3/31/2024										
406106,	TRANSFER POSTAGE CHG TO PUBLIC WORKS	6/30/2024										
405666,	RECLASS REVENUE TO FUND 43 FROM FUND 01	5/31/2024										
406111,	WEED RENT TO AIRPORT JUN	6/30/2024					765.00					
406136,	MEDCHKSJUN	6/30/2024										
406253,	DHS ACCTG	6/30/2024										
406254,	DHS ATTY	6/30/2024										
406257,	COPIES BLACK JUN2024	6/30/2024					(27.04)					
406258,	COPIES COLOR JUN2024	6/30/2024					(78.66)					
406259,	POSTAGE USE JUNE 2024	6/30/2024										
406264,	LANDFILL ALLOCATION JUNE	6/30/2024										11,713.01
406267,	RECORD BERKLEY MED STOP LOSS	6/30/2024										
406268,	PH PHOTOCOPY JUNE	6/30/2024										
403777,	MATERIAL USAGE MARCH	3/31/2024										
404815,	MATERIAL USAGE APRIL	4/30/2024										
403778,	EQUIPMENT USAGE MARCH	3/31/2024										
404816,	EQUIPMENT USAGE APRIL	4/30/2024										
406273,	RECLASS JUNE 24 PAYROLL	6/30/2024										
406437,	CASH TRANSFER	6/30/2024										
406442,	REVENUE CLEARING JUNE 24	6/30/2024	26,960.76				1,145,122.93		305,442.02	72,968.94		
AP,	AP CLEARING June	6/30/2024					(263,634.19)				(17,441.90)	(2,027.25)
GBI,	LANDFILL INTERFUND CHARGES (n/a)											
406265,	Payroll Import June 24	6/30/2024					(82,964.03)					
	NET PAYROLL TRANSFER June											
	TOTALS		26,960.76	-	-	-	791,215.98	-	305,442.02	72,968.94	(15,766.90)	9,685.76

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

June-24

JE's	Description	Finance Business Date	34	43	50	50	51	51	52	52	52	70	70
			Risk Management	Capital Expenditures	Sewer Fund	Sewer Bond Reserve	Water Fund	Water Bond Reserve	Solid Waste	Landfill Closure	Landfill Construction	Housing Authority	Hsg Auth Deposits
			34 11900	43 11900	50 11900	50 11101	51 11900	51 11101	52 11900	52 11101	52 11102	70 11900	70 11101
406056,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2024			(386.28)		(1,456.45)		(16,237.15)				
406057,	STND2: BUDGETED INTERFUND TRANSFERS	6/30/2024			(3,749.58)		2,416.66		(5,538.54)			(916.67)	
406058,	STND3: MAPPING SYSTEM CHARGES	6/30/2024					(661.50)						
406059,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2024							(37.50)				
406060,	STND5: COMPUTER SYSTEM CHARGES	6/30/2024					(350.00)		(445.83)				
403769,	CFMS MARCH	3/31/2024											
401946,	TRANSFER TO HOUSING	1/31/2024											
401947,	CORRECT HOUSING TRANSFER	1/31/2024										100,000.00	
403771,	DHS ATTORNEY TIME 1ST QTR	3/31/2024											
403772,	DHS ACCOUNTING TIME 1ST QTR	3/31/2024											
406106,	TRANSFER POSTAGE CHG TO PUBLIC WORKS	6/30/2024					(199.04)						
405666,	RECLASS REVENUE TO FUND 43 FROM FUND 01	5/31/2024		102,033.38									
406111,	WEED RENT TO AIRPORT JUN	6/30/2024											
406136,	MEDCHKSJUN	6/30/2024											
406253,	DHS ACCTG	6/30/2024											
406254,	DHS ATTY	6/30/2024											
406257,	COPIES BLACK JUN2024	6/30/2024											
406258,	COPIES COLOR JUN2024	6/30/2024											
406259,	POSTAGE USE JUNE 2024	6/30/2024											
406264,	LANDFILL ALLOCATION JUNE	6/30/2024							(47,126.40)	7,388.14	28,025.25		
406267,	RECORD BERKLEY MED STOP LOSS	6/30/2024											
406268,	PH PHOTOCOPY JUNE	6/30/2024											
403777,	MATERIAL USAGE MARCH	3/31/2024											
404815,	MATERIAL USAGE APRIL	4/30/2024							(1,066.00)				
403778,	EQUIPMENT USAGE MARCH	3/31/2024							(3,806.05)				
404816,	EQUIPMENT USAGE APRIL	4/30/2024					(201.22)		(4,812.73)				
406273,	RECLASS JUNE 24 PAYROLL	6/30/2024											
406437,	CASH TRANSFER	6/30/2024	25,471.62										
406442,	REVENUE CLEARING JUNE 24	6/30/2024							14,155.27				
AP,	AP CLEARING June	6/30/2024	(72,786.81)	(375.46)	(5,079.53)		(26,787.16)		(31,141.73)			(436,658.81)	
GBI,	LANDFILL INTERFUND CHARGES (n/a)												
406265,	Payroll Import June 24	6/30/2024			(4,133.80)		(15,621.19)		(57,939.73)				
	NET PAYROLL TRANSFER June												
TOTALS			(47,315.19)	101,657.92	(13,349.19)	-	(42,859.90)	-	(153,996.39)	7,388.14	28,025.25	(337,575.48)	-

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

June-24

JE's	Description	Finance Business Date	71	71	72	80	82	90	90	91	92	93
			Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900
406056,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2024				44,557.25	(156.25)					
406057,	STND2: BUDGETED INTERFUND TRANSFERS	6/30/2024				(8,108.76)	(7,638.02)			(3,708.44)	(1,101.67)	
406058,	STND3: MAPPING SYSTEM CHARGES	6/30/2024					13,935.64					
406059,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2024				(37.50)	6,154.98					(37.50)
406060,	STND5: COMPUTER SYSTEM CHARGES	6/30/2024				(595.83)	34,538.17					(195.83)
403769,	CFMS MARCH	3/31/2024										
401946,	TRANSFER TO HOUSING	1/31/2024								(1,000,000.00)		
401947,	CORRECT HOUSING TRANSFER	1/31/2024										
403771,	DHS ATTORNEY TIME 1ST QTR	3/31/2024										
403772,	DHS ACCOUNTING TIME 1ST QTR	3/31/2024										
406106,	TRANSFER POSTAGE CHG TO PUBLIC WORKS	6/30/2024										
405666,	RECLASS REVENUE TO FUND 43 FROM FUND 01	5/31/2024										
406111,	WEED RENT TO AIRPORT JUN	6/30/2024										
406136,	MEDCHKSJUN	6/30/2024						(186,781.13)	192,737.65			
406253,	DHS ACCTG	6/30/2024										
406254,	DHS ATTY	6/30/2024										
406257,	COPIES BLACK JUN2024	6/30/2024					504.04					
406258,	COPIES COLOR JUN2024	6/30/2024					1,204.56					(0.36)
406259,	POSTAGE USE JUNE 2024	6/30/2024					1,211.96					
406264,	LANDFILL ALLOCATION JUNE	6/30/2024										
406267,	RECORD BERKLEY MED STOP LOSS	6/30/2024						116,340.71	(116,340.71)			
406268,	PH PHOTOCOPY JUNE	6/30/2024					107.56					
403777,	MATERIAL USAGE MARCH	3/31/2024				824.23						
404815,	MATERIAL USAGE APRIL	4/30/2024				13,292.71						
403778,	EQUIPMENT USAGE MARCH	3/31/2024				158,154.98						
404816,	EQUIPMENT USAGE APRIL	4/30/2024				109,390.44						
406273,	RECLASS JUNE 24 PAYROLL	6/30/2024										
406437,	CASH TRANSFER	6/30/2024										
406442,	REVENUE CLEARING JUNE 24	6/30/2024	8,826.00							93,182.81	403,462.36	
AP,	AP CLEARING June	6/30/2024				(124,370.44)	(19,929.70)	(65,296.91)		(247,800.00)	(697,720.32)	
GBI,	LANDFILL INTERFUND CHARGES (n/a)											
406265,	Payroll Import June 24	6/30/2024	(832.86)			(69,719.35)	(44,834.11)	254,004.85				(3,969.97)
	NET PAYROLL TRANSFER June											
	TOTALS		7,993.14	-	-	123,387.73	(14,901.17)	118,267.52	76,396.94	(1,158,325.63)	(295,359.63)	(4,203.66)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: May 2024 Sales Tax and Local Marketing Tax

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

May 2024 Sales Tax and Local Marketing Tax

Fiscal Impact:

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 7/12/2024

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: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 7/16/2024



Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/2024

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287								88,733,307
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115								57,363,565
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582								30,368,059
Marble	123,756	56,991	83,491	40,812	218,209								523,259
Pitkin	89,194	50,628	59,135	115,088	84,932								398,977
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931								86,928,348
TOTAL TAXABLE SALES	57,236,655	60,109,302	61,487,173	38,223,329	47,259,056	0	264,315,515						
Computed 1% Sales Tax	572,366.55	601,093.02	614,871.73	382,233.29	472,590.56	0.00	2,643,155						
% Incr(Decr) of 2024 over 2023	2.66%	2.83%	-6.31%	-2.06%	4.41%								



Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/2023

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	257,556,501
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	164,545,060
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	65,082,524
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	3,136,316
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	2,241,089
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	232,911,141
TOTAL TAXABLE SALES	55,756,070	58,454,881	65,630,349	39,026,774	45,260,991	64,125,619	86,056,769	78,695,446	69,146,416	52,318,908	47,353,385	63,647,023	725,472,631
Computed 1% Sales Tax	557,560.70	584,548.81	656,303.49	390,267.74	452,609.91	641,256.19	860,567.69	786,954.46	691,464.16	523,189.08	473,533.85	636,470.23	7,254,726
% Incr(Decr) of 2023 over 2022	7.68%	9.17%	3.44%	-0.66%	1.04%	-5.60%	11.60%	4.70%	4.91%	2.39%	4.03%	2.47%	3.98%



Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/2022

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	18,124,629	20,960,481	265,320,617
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	8,543,383	14,679,374	171,796,601
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	2,875,744	8,304,071	64,035,757
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	3,521,647
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	1,635,974
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	15,795,244	17,912,969	191,389,244
TOTAL TAXABLE SALES	51,780,854	53,542,844	63,450,637	39,284,953	44,795,580	67,927,181	77,114,392	75,162,879	65,908,121	51,098,739	45,518,231	62,115,429	697,699,840
Computed 1% Sales Tax	517,808.54	535,428.44	634,506.37	392,849.53	447,955.80	679,271.81	771,143.92	751,628.79	659,081.21	510,987.39	455,182.31	621,154.29	6,976,998
% Incr(Decr) of 2022 over 2021	22.44%	16.01%	22.41%	10.51%	11.23%	12.32%	9.24%	20.70%	2.88%	8.58%	7.44%	11.76%	12.80%

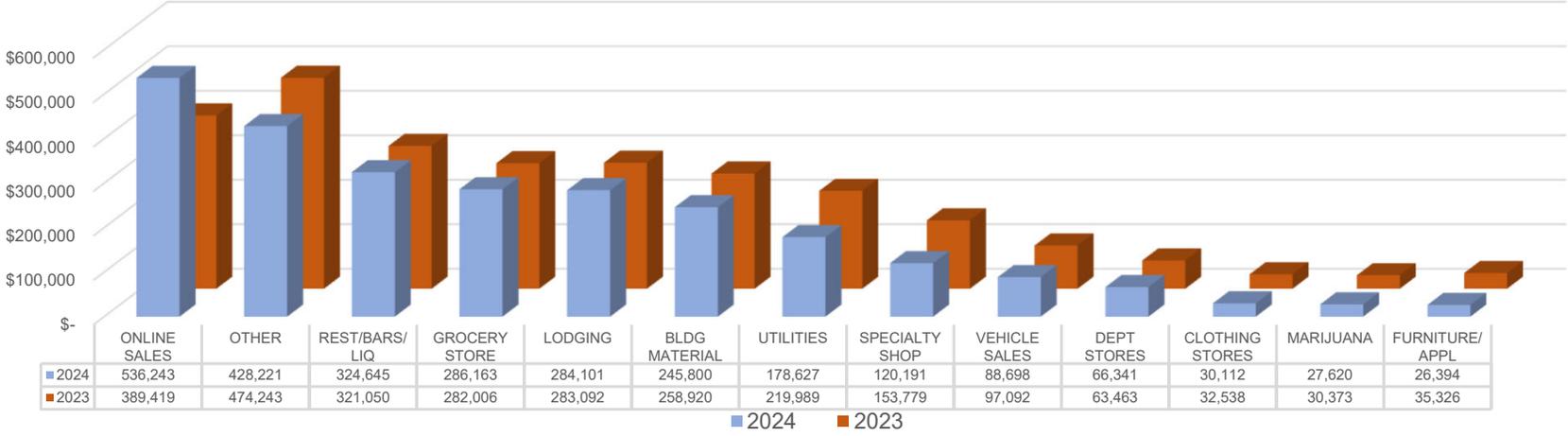


GUNNISON COUNTY ONLY
SALES TAX REVENUE COMPARISONS

*Budgeted Sales Tax Revenue
And % YTD Actual / TTL Budgeted*

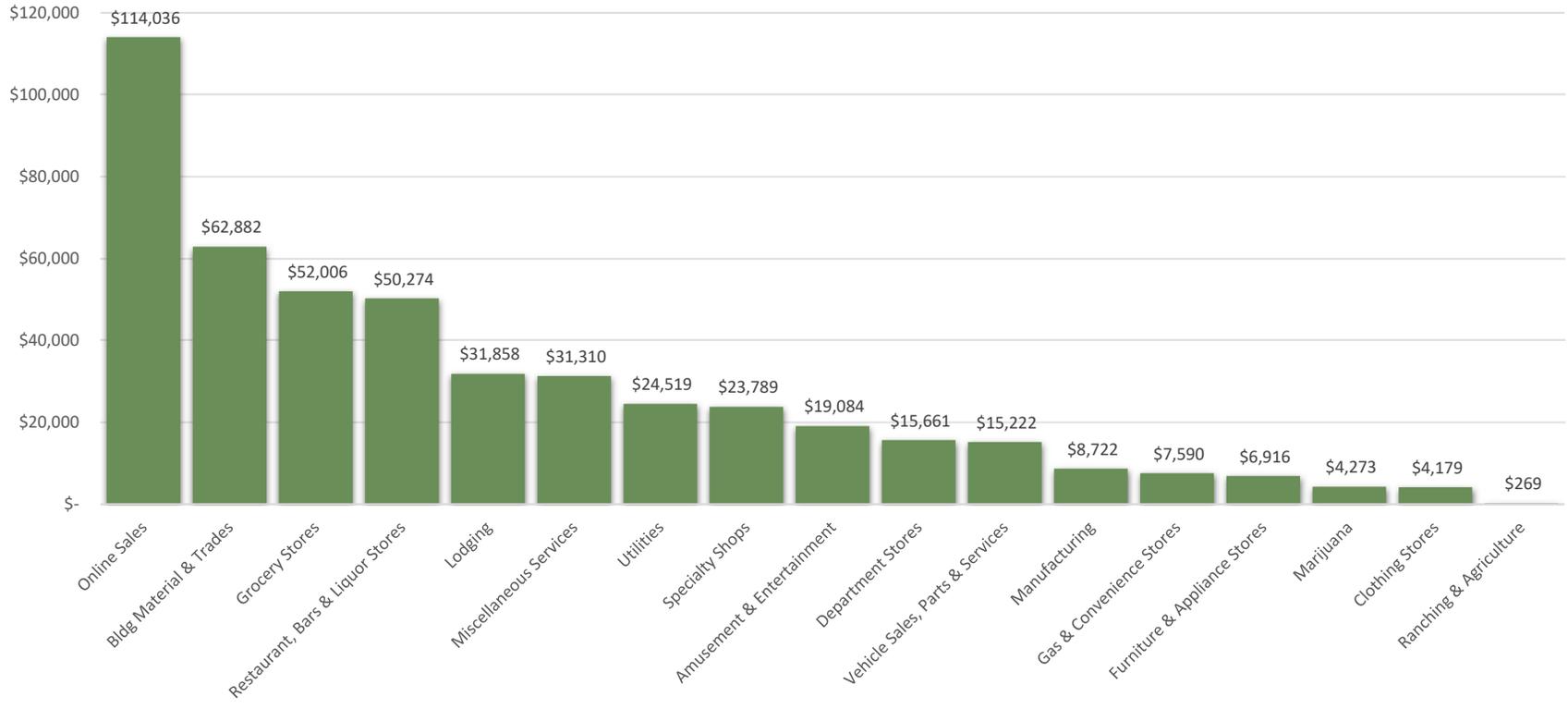
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	
2024	Current Month TOTAL															
	COUNTY REVENUE	\$ 345,783.95	\$ 363,893.06	\$ 372,802.83	\$ 242,892.53	\$ 302,631.94								\$ 1,628,004.32	\$ 1,628,004.32	\$ 4,207,000.00
	% Change over previous year (monthly)	6.42%	6.98%	-4.35%	0.37%	7.97%									3.23%	38.70%
2023	Current Month TOTAL															
	COUNTY REVENUE	\$ 324,932.02	\$ 340,143.76	\$ 389,749.07	\$ 241,988.60	\$ 280,293.83	\$ 399,947.07	\$ 530,431.82	\$ 497,880.38	\$ 454,006.77	\$ 334,330.53	\$ 303,664.28	\$ 398,618.76	\$ 4,495,986.86	\$ 1,577,107.27	\$ 3,940,000.00
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		8.60%	40.03%
2022	Current Month TOTAL															
	COUNTY REVENUE	\$ 292,877.63	\$ 297,416.68	\$ 362,082.96	\$ 230,106.96	\$ 269,739.85	\$ 424,310.00	\$ 465,675.27	\$ 452,474.33	\$ 406,304.46	\$ 319,127.94	\$ 284,705.38	\$ 378,279.99	\$ 4,183,101.45	\$ 1,452,224.08	\$ 3,406,600.00
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		19.62%	42.63%
2021	Current Month TOTAL															
	COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64	\$ 410,033.18	\$ 364,717.53	\$ 372,329.35	\$ 273,280.66	\$ 250,647.04	\$ 326,388.65	\$ 3,571,764.10	\$ 1,214,002.05	\$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		33.38%	35.64%
2020	Current Month TOTAL															
	COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41	\$ 2,869,287.29	\$ 910,210.20	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		15.56%	38.49%
2019	Current Month TOTAL															
	COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 260,373.24	\$ 2,502,978.46	\$ 787,620.45	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		6.63%	37.33%
2018	Current Month TOTAL															
	COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 738,660.42	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		9.69%	38.39%
2017	Current Month TOTAL															
	COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98	\$ 1,963,145.82	\$ 673,437.67	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		2.13%	36.63%
2016	Current Month TOTAL															
	COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30	\$ 1,881,604.24	\$ 659,378.68	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		11.54%	35.87%
2015	Current Month TOTAL															
	COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68	\$ 1,758,576.30	\$ 591,167.75	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		9.91%	37.18%
2014	Current Month TOTAL															
	COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60	\$ 1,623,680.64	\$ 537,873.52	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		4.55%	36.54%
2013	Current Month TOTAL															
	COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93	\$ 1,510,103.53	\$ 514,478.53	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		4.61%	36.09%
2012	Current Month TOTAL															
	COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54	\$ 1,407,944.60	\$ 491,783.59	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		4.77%	37.00%
2011	Current Month TOTAL															
	COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78	\$ 1,374,141.13	\$ 469,406.89	\$ 1,314,611.00

2023/2024 YTD Industry Comparison
as of May 2024



Taxes By Industry

May 2024





Taxes by Industry and
Jurisdiction
May 2024

	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	MT. CRESTED BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	Grand Total
Amusement & Entertainment	143.18	1,965.60	6,089.81	-	9,633.71	-	-	0.25	-	1,251.16	0.39	-	19,084.10
Bldg Material & Trades	-	16,760.56	34,246.73	30.99	654.22	5.88	-	8.45	-	10,057.11	1,118.03	-	62,881.97
Clothing Stores	-	2,287.82	1,465.98	3.35	106.29	-	-	1.16	-	314.14	-	-	4,178.74
Department Stores	-	-	15,660.80	-	-	-	-	-	-	-	-	-	15,660.80
Furniture & Appliance Stores	-	2,561.56	2,428.96	59.74	109.02	-	-	52.24	-	1,702.90	1.74	-	6,916.16
Grocery Stores	-	8,052.35	43,834.52	-	1.36	-	-	-	-	117.97	-	-	52,006.20
Lodging	1,929.00	3,187.27	10,555.89	334.27	8,518.40	6.29	-	199.76	354.93	6,764.22	8.44	-	31,858.47
Manufacturing	-	2,754.10	1,493.65	39.53	456.08	1.06	-	0.39	-	1,703.14	2,273.75	-	8,721.70
Marijuana	-	1,191.15	3,082.28	-	-	-	-	-	-	-	-	-	4,273.43
Miscellaneous Services	1,302.77	4,477.66	9,477.97	38.07	823.48	3.87	-	212.03	-	12,523.04	2,450.87	-	31,309.76
Online Sales	-	-	-	-	-	-	-	-	-	114,036.45	-	-	114,036.45
Ranching & Agriculture	-	-	268.50	-	-	-	-	-	-	-	-	-	268.50
Specialty Shops	0.56	4,058.83	11,656.26	17.66	157.68	2.45	-	13.44	0.45	6,716.62	1,149.88	15.51	23,789.34
Utilities	1,067.77	3,468.82	5,189.41	146.78	3,898.16	203.13	1.12	191.62	-	10,088.70	263.45	-	24,518.96
Vehicle Sales, Parts & Services	-	846.24	10,920.92	17.71	16.04	1.53	-	83.07	0.84	3,275.87	60.26	-	15,222.48
Restaurant, Bars & Liquor Stores	-	19,154.89	28,086.27	1,493.99	81.38	-	-	17.54	-	1,439.93	-	-	50,274.00
Gas & Convenience Stores	2.47	644.30	5,274.92	-	-	-	-	69.37	-	480.96	1,117.48	-	7,589.50
Grand Total	4,445.75	71,411.15	189,732.87	2,182.09	24,455.82	224.21	1.12	849.32	356.22	170,472.21	8,444.29	15.51	472,590.56



COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2024														
Current Month Net Collection	302,223.00	459,681.85	483,880.95	93,482.00	128,750.00									
Marble Only Collections	233.00	495.00	1,071.00	378.00	1,125.00									
Non Marble Collections	301,990.00	459,186.85	482,809.95	93,104.00	127,625.00									
Interest Credit	98.00	339.00	2.00	34.00	42.00									
Program Cost	454.95	818.84	664.34	608.05	430.22									
Current Total Distribution	\$ 302,775.95	\$ 460,839.69	\$ 484,547.29	\$ 94,124.05	\$ 129,222.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,471,509.20	\$ 1,471,509.20
% Change over previous year (cumulative)	-5.02%	40.64%	11.88%	-2.64%	3.81%									
2023														
Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
Marble Only Collections	584.00	(362.00)	926.00	318.00	600.00	2,512.00	2,919.00	1,950.00	5,775.00	1,270.00	564.00	1,397.00		
Non Marble Collections	317,905.00	327,570.00	431,738.00	95,968.00	123,421.56	299,625.15	495,479.00	354,535.00	446,993.00	216,265.00	125,825.00	342,725.00		
Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
Current Total Distribution	\$ 318,774.21	\$ 327,664.69	\$ 433,112.61	\$ 96,673.57	\$ 124,484.83	\$ 292,264.33	\$ 498,464.59	\$ 357,373.24	\$ 453,495.82	\$ 219,348.84	\$ 127,046.45	\$ 344,533.12	\$ 3,593,236.30	\$ 1,300,709.91
% Change over previous year (cumulative)	-2.64%	-3.44%	-13.46%	-11.88%	-10.70%	-10.76%	-7.64%	-6.67%	-3.44%	-2.45%	-1.86%	-1.38%		
2022														
Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63	\$ 381,932.34	\$ 194,462.90	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 1,456,643.45
% Change over previous year (cumulative)	28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%		
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 1,189,467.72
% Change over previous year (cumulative)	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%		
2020														
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 695,928.92
% Change over previous year (cumulative)	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%		
2019														
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 741,212.36
% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present monthly, investment and quarterly interest reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 7/16/2024

TREASURER'S MONTHLY REPORT FOR JUNE 2024

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
COUNTY FUNDS				
Due from Tre-County General	11,873,347.65	3,096,960.80	(294,432.67)	14,675,875.78
Due from Tre-Road & Bridge	3,233,661.66	1,562,470.84	(120.71)	4,796,011.79
Due from Tre-Human Services	1,051,057.99	77,181.36	(126,304.20)	1,001,935.15
Due from Tre-Public Health Agency	100,198.71	22,322.26	(14,628.03)	107,892.94
Due from Tre-Conservation Trust	266,089.35	27,655.84	-	293,745.19
Due from Tre-Bond Fund	35,051.09	83.14	-	35,134.23
Due from Tre-Airport	382,825.33	865,970.34	(9,839.62)	1,238,956.05
Due from Tre-Sales Tax	4,275,722.13	321,401.34	(50.81)	4,597,072.66
Due from Tre-Land Preservation	1,667,388.02	77,096.87	-	1,744,484.89
Due from Tre-Mosquito	52,175.57	16,620.89	(16,291.30)	52,505.16
Due from Tre-Sage Grouse	316,387.07	10,459.17	-	326,846.24
Due from Tre-Risk Management	33,691.59	13,761.21	(47,452.80)	-
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	516,311.33	103,123.67	-	619,435.00
Due from Tre-Sewer	1,511,047.98	74,385.66	(53,721.16)	1,531,712.48
Due from Tre-Water	730,394.81	1,816.93	(42,859.90)	689,351.84
Due from Tre-Solid Waste	262,890.64	198,984.18	(155,978.99)	305,895.83
Due from Tre-Housing Authority	2,207,407.34	11,651.94	(337,647.48)	1,881,411.80
Due from Tre-Gunn Sr Housing	217,573.77	8,528.16	-	226,101.93
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	7,605.71	123,698.43	-	131,304.14
Due from Tre-Internal Service II	177,779.36	376.84	(18,901.17)	159,255.03
Due from Tre-Insurance Trust	2,298,672.15	124,642.12	-	2,423,314.27
Due from Tre-Local Marketing District	2,529,587.24	3,252.48	(1,158,325.63)	1,374,514.09
Due from Tre-Rural Trans Auth	5,245,950.34	17,344.54	(295,415.52)	4,967,879.36
Due from Tre-Public Trustee Agency	23,693.01	-	(4,203.66)	19,489.35
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	225.00	(225.00)	-
Due from Tre-Treas Fees	-	208,451.93	(208,451.93)	-
Due from Tre-Health Claims	142,012.65	192,737.65	(192,956.45)	141,793.85
Due from Tre-Landfill Closure	1,287,401.74	10,459.23	-	1,297,860.97
Due from Tre-Landfill Cons Resv	1,653,349.96	32,013.28	-	1,685,363.24
Due from Tre-Payroll Clearing	1,149,292.77	1,798,566.96	(2,942,859.73)	5,000.00
Due from Tre-Sewer Reserve	196,037.74	-	-	196,037.74
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,959.17	33.11	-	13,992.28
Due From Tre-Housing Authority Restricted Deposits	40,450.96	-	-	40,450.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,808,321.55	3,088,355.95	(3,287,560.23)	1,609,117.27
Due from Tre-Finance Revenue Clearing	123,297.20	4,739,217.93	(4,739,217.93)	123,297.20
Due from Tre-Water Resource	49,007.68	116.24	-	49,123.92
Due from Tre-Workforce Impact Fees	392,562.31	931.11	-	393,493.42
Due from Tre-Living Community	57,494.68	178,866.05	(60,430.35)	175,930.38
COUNTY FUNDS TOTAL	46,289,106.44	17,009,763.45	(14,007,875.27)	49,290,994.62
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	114,267.58	68,275.05	(115,542.37)	67,000.26
Due from Tre-Crested Butte Street/Alley	101,545.84	255,693.77	(109,520.03)	247,719.58
Due from Tre-Gunnison City General	68,887.09	91,335.26	(70,772.50)	89,449.85
Due from Tre-Marble General	6,166.99	9,389.36	(6,350.48)	9,205.87
Due from Tre-Mt Crested Butte General	202,971.86	358,941.67	(240,889.56)	321,023.97
Due from Tre-Pitkin General	3,925.24	3,149.64	(3,984.60)	3,090.28
CITIES AND TOWNS TOTAL	497,764.60	786,784.75	(547,059.54)	737,489.81
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	383,276.12	3,178,350.20	(3,340,702.34)	220,923.98
Due from Tre-Gunn RE1J Bond	123,826.07	1,575,922.63	(1,660,176.22)	39,572.48
Due from Tre-Delta 50J General	9,569.09	462,005.62	(460,624.03)	10,950.68
Due from Tre-Delta 50J Bond	67.08	69,091.12	(68,957.38)	200.82
Due from Tre-Montrose RE1J General	1,608.64	26,645.08	(26,599.94)	1,653.78
Due from Tre-Montrose RE1J Bond	57.20	2,472.29	(2,473.42)	56.07
Due from Tre-Reij 2014 Mill Override	32,825.91	418,826.63	(441,162.12)	10,490.42

SCHOOLS TOTAL	551,230.11	5,733,313.57	(6,000,695.45)	283,848.23
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	40,582.66	779.94	(40,582.66)	779.94
Due From Tre-Gunn Rising #3	2.92	3.08	(2.92)	3.08
Due From Tre-Gunn Rising #4	2.27	2.40	(2.27)	2.40
Due from Tre-CO River Water CD	59,094.09	101,252.53	(63,639.98)	96,706.64
Due from Tre-Reserve MD2	25,470.38	27,580.69	(26,272.65)	26,778.42
Due from Tre-Mt Crested Butte DDA	40,407.68	217,555.69	(47,886.39)	210,076.98
Due from Tre-Bostwick Park Water CD	503.00	394.21	(514.31)	382.90
Due from Tre-Crawford Water CD	0.90	-	(0.90)	-
Due from Tre-Crested Butte South MD	45,706.34	125,690.58	(49,410.10)	121,986.82
Due from Tre-Mt CB Water/San	159,357.70	213,103.15	(182,125.03)	190,335.82
Due from Tre-East River Regional SD	13,757.84	19,094.63	(14,364.28)	18,488.19
Due from Tre-Cemetery	28,523.60	41,227.81	(29,785.63)	39,965.78
Due from Tre-Gunn Co Metro Rec Dist	112,620.54	179,890.65	(120,983.15)	171,528.04
Due from Tre-N Fork Water CD	336.13	8,992.10	(601.36)	8,726.87
Due from Tre-Skyland MD	66,278.29	111,961.11	(70,183.77)	108,055.63
Due from Tre-Upper Gunn Water CD	216,366.99	346,539.63	(232,555.72)	330,350.90
Due from Tre-Crested Butte Fire PD	675,239.55	962,399.55	(727,888.19)	909,750.91
Due from Tre-Gunn Co Fire PD	167,938.67	158,292.49	(172,754.76)	153,476.40
Due from Tre-Carbondale & Rural Fire PD	36,075.78	50,991.28	(37,565.68)	49,501.38
Due from Tre-Ragged Mt Fire PD	8,178.43	42,200.34	(9,424.55)	40,954.22
Due from Tre-Arrowhead Fire PD	12,114.90	12,931.87	(12,491.37)	12,555.40
Due From Tre-Library General Fund	244,014.63	438,818.48	(263,564.61)	419,268.50
Due From Tre-Reserve MD#2 BOND 2016A	48,491.77	78,993.95	(50,780.09)	76,705.63
Due From Tre-North Fork Ambulance Health Service D	21,206.65	96,120.07	(24,036.58)	93,290.14
Due From Tre-Reserve MD #2 BOND 2016B	6,593.35	10,764.92	(6,906.49)	10,451.78
Due From Tre-Reserve MD #2 BOND 2016C	5,857.15	9,562.74	(6,135.31)	9,284.58
Due From Tre-Crested Butte Fire PD Bond	106,722.09	304,280.98	(123,401.91)	287,601.16
Due From Tre-Gunn Co Metro Rec North	140,166.26	237,957.33	(147,384.49)	230,739.10
IMPROVEMENT DISTRICTS TOTAL	2,281,610.56	3,797,382.20	(2,461,245.15)	3,617,747.61
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	546,497.20	629,299.64	(606,715.69)	569,081.15
Due from Tre-Clerk Sales Tax	-	55,248.32	(55,248.32)	-
Due from Tre-SOT	(1,521.20)	344,050.19	(342,528.99)	-
Due from Tre-State Auto	-	260,033.30	(260,033.30)	-
Due from Tre-Clerk ST Domestic Abuse	-	200.00	(200.00)	-
Due from Tre-Clerk State Registrar	18.00	30.00	(48.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	702.00	(702.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	57,788.07	-	-	57,788.07
Due from Tre-Investment Interest	-	130,738.75	(130,738.75)	-
Due from Tre-Treas Deed	1,887.87	-	(500.00)	1,387.87
Due from Tre-Unused Remittances	537,588.24	-	-	537,588.24
Due from Tre-Elected Official Fees Clrg	11,924.16	54,751.48	(56,099.06)	10,576.58
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	1,167,839.89	1,475,053.68	(1,452,814.11)	1,190,079.46
GRAND TOTALS	50,787,551.60	28,802,297.65	(24,469,689.52)	55,120,159.73

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

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of June 2024.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer						
Investment Report						
30-Jun-24						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	45,361.42			Cash	N/A
BMO	1101	1,275,594.88	0.00%		Chkg	N/A
BMO CC	1103	268,317.47	0.00%		Chkg	N/A
BMO MM	1104	6,182,905.20	3.75%		MMA	Mo
BMO Sheriff Account	1109	43,718.39	0.00%		check	n/a
Wells Fargo Warrant Clearing	1145	1,329,459.09	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	3,109,119.25	0.00%		Chkg	Mo
Colostrust Plus	1118	1,003,808.49	5.41%		Pool	Mo
C-Safe	1121	1,954,617.84	5.43%		Pool	Mo
Community Banks of Colorado MM	1320	358,985.69	3.50%		MMA	Mo
Gunnison Bank and Trust	1102	154,761.68	0.00%		Chkg	N/A
Investment Clearing	1199	24,256.68	1.98%		MMA	Mo
TOTAL CASH AND CHECKING		15,750,306.08		28.58%		
INVESTMENTS						
Ally Bank GM42	1191	245,000.00	5.05%		CD	SA/Mat 3/23/26
American Express AD582	1214	236,160.15	3.40%		CD	M/MAT 6/29/27 5 YRS
Bank of Baroda HMT7	1260	221,911.44	0.65%		CD	SA/Mat 7/22/25 5 yrs
BMO Harris Bank XAN0	1259	225,628.83	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	228,317.70	2.10%		CD	SA/Mat 9/15/21 4yr
Bridgewater Bank NJ60	1190	245,000.00	4.85%		CD	M/Mat 3/29/27
Capital One Bank RPN5	1271	228,196.43	1.43%		CD	SA/Mat 4/15/25 5 yrs
Capital One Bank USA HF75	1213	235,726.41	3.45%		CD	M/MAT 6/29/27 5 YRS
Callic Bank RRH2	1306	233,556.84	1.85%		CD	SA/Mat 8/30/24 5 yr
Community Bank 5908	1202	256,004.26	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 7786	1203	248,390.69	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 1715	1159	245,000.00	4.89%		CD	Annually/ Mat 12/22/24
Discover Bank 3N361	1209	237,220.02	3.45%		CD	SA/ Mat 7/29/26
FFCB EMZW5	1233	456,750.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB EP6X8	1494	500,000.00	5.37%		AG	SA/Mat 4/2/29 5 yrs callable
FFCB EPU29	1492	500,000.00	5.44%		AG	SA/MAT 1/9/29 5 yrs callable
FFCE EPYE6	1157	500,000.00	5.93%		AG	SA/Mat 10/11/28 5 yrs callable
FFCB ERCW9	1495	500,000.00	5.63%		AG	SA/Mat 4/30/29 5 yrs callable
FFCB EMJT0	1245	438,456.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FFCB ENH89	1200	494,585.00	2.00%		AG	SA/Mat 9/28/26 4 yrs callable
FFCB ENV23	1198	498,810.00	5.48%		AG	SA/Mat 10/25/27 5 yrs callable
FFCB EPJ309	1491	250,000.00	5.38%		AG	SA/Mat 12/4/27 4 yrs callable
FFCB ERF10	1497	500,000.00	5.52%		AG	SA/Mat 5/29/29 5 yr callable
FHLB AUN59	1196	500,000.00	5.00%		AG	SA/Mat 1/28/27 4 yrs
FHLB 1AC1	1496	600,088.33	5.30%		AG	SA/Mat 5/1/29 5 yr callable
FHLB AMDV1	1236	447,380.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	446,545.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	447,040.00	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	323,214.50	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMIT5	1235	314,405.00	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	463,920.00	0.50%		AG	SA/Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	446,265.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB ARGFS	1219	471,540.00	0.00%		AG	SA/MAT 3/24/26 3 yrs callable
FHLB ARC33	1220	549,798.00	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARUR0	1217	473,410.00	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB AXHX6	1154	550,000.00	5.00%		AG	SA/Mat 12/6/28 5 yrs callable
FHLB ATB55	1204	492,915.00	4.00%		AG	SA/MAT 9/29/26 5 YRS CALLABLE
FHLB ANJK7	1229	881,350.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB AKWS1	1243	442,880.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB ALA53	1244	443,540.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB ALM43	1241	451,300.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB ALMM3	1242	448,120.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB ALV68	1240	448,560.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB ALW26	1237	457,480.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB APH40	1224	440,915.00	1.06%		AG	SA/MAT 10/21/26 5 YRS CALLABLE
FHLB ARK19	1225	444,085.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB AQSF6	1224	465,480.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB AQFB4	1223	456,205.00	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB AR7M7	1221	466,835.00	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB ASGP8	1215	499,035.00	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE
FHLB AUUA0	1194	500,000.00	5.00%		AG	SA/MAT 2/9/28 5 yr callable
FHLB AUWR1	1193	500,000.00	5.25%		AG	SA/MAT 2/23/27 4 YRS callable
FHLB AUZU1	1192	500,000.00	5.50%		AG	SA/Mat 3/8/28 5 yrs callable
FHLB AVK50	1175	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB AVKD3	1176	500,000.00	5.00%		AG	SA/Mat 4/12/27 4 yrs callable
FHLB AVLU4	1174	500,000.00	4.85%		AG	SA/Mat 4/25/28 5yrs callable
FHLB AVGF2	1172	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB APLW4	1170	500,000.00	5.15%		AG	SA/Mat 5/24/28 5 yrs callable
FHLB ALW74	1238	448,735.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLB AXSW4	1160	300,000.00	5.70%		AG	SA/ Mat 9/18/28 5 yrs Callable
FHLB AXHF8	1156	500,000.00	6.05%		AG	SA/Mat 10/26/28 5 yrs callable
FHLMC H1LB7	1490	500,291.67	5.25%		AG	SA/Mat 12/4/28 5 yrs callable
FHLMC GXZD5	1205	492,385.00	4.15%		AG	SA/ Mat 9/29/26 4 yrs Callable
FAMC 2B3F5	1246	268,851.00	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC GXN91	1207	686,035.50	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable
FHLMC GXZ14	1216	490,210.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FHLMC GYT77	1169	500,456.25	5.25%		AG	SA/Mat 6/5/28 5 yrs Callable
FHLMC GYT22	1168	500,000.00	5.30%		AG	SA/Mat 6/14/27 4 yrs Callable
FHLMC GYVX7	1167	500,000.00	5.45%		AG	SA/Mat 7/12/27 4 yrs callable
FHLMC H1K93	1493	250,473.96	5.25%		AG	SA/Mat 2/7/29 5 yrs callable
FHLMC H1X57	1498	548,181.94	5.00%		AG	SA/Mat 6/12/29 5 yrs callable
FHLMC GXAP9	1248	448,370.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC GXXR0	1211	488,045.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC GXYD0	1212	484,060.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
FHLMC GYBP2	1173	500,000.00	5.13%		AG	SA/Mat 4/26/27 4 yrs callable
FHLMC GYQL9	1171	500,000.00	5.38%		AG	SA/Mat 11/3/27 4y6M callable
FHLMC GYZ35	1164	498,000.00	5.25%		AG	SA/Mat 8/9/28 5 yrs callable
First Natl Bank of America YUJ2	1228	214,819.43	0.85%		cd	M/Mat 9/30/26
Flagstar Bank E3X3	1256	228,665.60	0.50%		CD	SA/Mat 7/31/24 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.84%		CD	M/MAT 2/14/28
Gunnison Bank and Trust	1283	266,490.08	2.00%		CD	Qtrly/Mat 1/27/25
InBank Bank 5156	1402	228,709.30	4.91%		CD	A/Mat 9/21/24 - 7 mo
JP Morgan UINC9	1250	218,417.50	0.60%		CD	SA/Mat 9/30/25 5yrs callable
Live Oak Bank 6HN7	1284	233,826.28	1.85%		CD	SA/Mat 7/24/24
Morgan Stanley R8BB	1338	231,988.29	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley NA	1488	243,000.00	5.05%		CD	SA/ Mat 11/8/28 5 yrs
Park State Bank VAB7	1265	224,038.53	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Raymond James Bank	1293	232,245.79	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	246,046.06	5.12%		CD	SA/Mat 11/8/23 - 3 yrs
Synchrony Bank EXB81	1208	237,908.96	2.40%		CD	M/Mat 12/15/24 13months
Texas Exchange Bank THU7	1263	224,063.28	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJ51	1264	223,248.65	0.80%		CD	SA/Mat 6/30/25 5 yrs
United Fidelity Bank GA56	1189	245,000.00	4.90%		CD	M/Mat 3/30/27
US Treasury 2CBG3	1218	446,955.00	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 8T781	1222	451,876.00	1.62%		AG	SA/Mat 1/31/27
US Treasury CCF68	1210	446,465.00	3.20%		AG	SA/Mat 5-31-26 4 YRS
Western States Bank	1309	517,545.38	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		39,364,943.17		71.42%		
Cash per Treasurer's Ledger		55,115,249.25		100.00%		
Plus Pending Disbursements		4,910.48				
Total Due to All Funds		55,120,159.73				

**TREASURER'S QUARTERLY INTEREST REPORT
FOR GUNNISON COUNTY
FOR THE PERIOD OF APRIL - JUNE 2024**

FUND	#	INVESTMENT INTEREST:			
		CURRENT QUARTER	YEAR TO DATE	BUDGETED	% OF BUDGET
COUNTY GENERAL	1	208,685.01	366,363.40	400,000.00	91.59%
ROAD & BRIDGE	2	29,097.29	57,137.01	10,000.00	571.37%
HEALTH AND HUMAN SERVICES	3	7,686.08	15,500.44	8,000.00	193.76%
PUBLIC HEALTH AGENCY	4	570.66	3,306.31	-	
CONSERVATION TRUST	7	2,167.73	4,418.67	-	
BOND FUND	8	1,454.35	5,300.14	-	
AIRPORT OPERATIONS	10	4,565.94	5,675.57	10,000.00	56.76%
SALES TAX REVENUE	12	31,975.32	73,731.92	-	
LAND PRESERVATION	13	12,937.90	25,321.94	1,500.00	1688.13%
MOSQUITO	30	448.03	883.46	1,000.00	88.35%
SAGE GROUSE	32	2,435.15	4,849.63	-	
RISK MANAGEMENT FUND	34	128.15	458.07	-	
AIRPORT CONSTRUCTION	41	0.00	0.00	-	
COUNTY CAP EXPEND	43	4,369.40	5,694.30	-	
SEWER FUND	50	11,675.39	22,660.67	75.00	30214.22%
WATER FUND	51	5,726.92	13,331.22	-	
SOLID WASTE OPERATIONS	52	2,367.82	6,222.70	-	
HOUSING AUTHORITY	70	21,921.88	58,213.19	700.00	8316.17%
GUNN SR HOUSING	71	1,681.67	3,944.27	-	
ISF I	80	691.89	2,677.47	20,000.00	13.39%
ISF II	82	1,489.75	4,035.51	-	
HEALTH INS ISF-III	90	18,067.25	33,361.53	-	
GRVL MARKETING DISTR	91	15,341.83	32,169.29	-	
RURAL TRANSPORT AUTH	92	40,339.15	83,251.41	60,000.00	138.75%
BUILDING CONSTRUCTION RES	101	0.00	0.00	-	
TERMINAL CONSTRUCTION	102	0.00	0.00	-	
HEALTH CLAIMS	115	1,893.53	5,455.60	-	
SOLID WASTE CLOSURE	125	10,133.99	20,787.40	20,000.00	103.94%
SOLID WASTE CONSTRUCT. RES.	126	12,916.31	26,076.80	20,000.00	130.38%
SEWER RESERVE	135	1,553.54	3,226.14	-	
WATER - RESTRICTED	136	622.06	1,291.79	-	
SR HOUSING DEPOSITS	140	110.30	228.06	-	
WATER RESOURCES	150	387.24	800.66	-	
WORKFORCE IMPACT FEE	155	3,101.89	6,413.47	-	
TOTAL		456,543.41	892,788.06	551,275.00	161.95%

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Assessors office is denying Abatement from 2021 and 2022.

Fiscal Impact:

Submitted by: Kate Aldridge

Submitter's Email Address: kaldridge@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/29/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/20/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/20/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 7/2/2024

PETITION FOR ABATEMENT OR REFUND OF TAXES



County: Gunnison

Date Received _____
(Use Assessor's or Commissioner's Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: December 28, 2023
Month Day Year

Petitioner's Name: HARRY A MILLER IV

Petitioner's Mailing Address: 609 S Creekwood Dr

Driftwood, TX 78619-9714

City or Town State Zip Code

***** PLEASE CONDUCT ALL CORRESPONDENCE THROUGH PETITIONER'S AGENT *****

SCHEDULE OR PARCEL NUMBER	PROPERTY ADDRESS
<u>R003087</u>	<u>214 Teocalli Av</u>
	<u>Crested Butte</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year(s) 2021 and 2022 is incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner does not agree with the County Assessor's valuation for 2021 and 2022 tax assessment purposes of the subject property described above. Please see attached appraisal report and other supporting data for details. Thank for your attention to this.

Petitioner's estimate of actual value: \$ 920,000 (2021) and \$ 920,000 (2022)
Value year value year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature Daytime Phone Number (_____) _____

Harry A. Miller IV, Agent Daytime Phone Number (303) 757.2570 / fordidit@att.net
Agent's Signature* c/o AVPros, LLC, 3199 S Pearl St, Englewood, CO 80113

*Letter of Agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114 5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)
Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s): _____

Assessor's or Deputy Assessor's Signature

15-DPT-AR No 920-66/17

Section III:

Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature _____

Date _____

Assessor's or Deputy Assessor's Signature _____

Date _____

Section IV:

Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on _____ / _____ / _____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (*being present-not present*) and

Petitioner _____ (*being present-not present*), and WHEREAS, the said

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (*agrees--does not agree*) with the recommendation of the Assessor and the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

Chairperson of the Board of County Commissioners' Signature _____

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____, _____

Month Year

County Clerk's or Deputy County Clerk's Signature _____

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V:

Action of the Property Tax Administrator

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature _____

Property Tax Administrator's Signature _____

Date _____

July 21, 2023

Malik Ford

AVPros, LLC
3199 South Pearl Street
Englewood, Colorado 80113

RE: Filing a protest and/or appeal with regard to the **2021 and 2022** assessed value with the County Assessor in the county where my property is located for my property known as: **214 Teocalli Ave, Crested Butte**, legally titled in the name of **HARRY A MILLER IV** with Parcel Identification Number PIN: **8903097**.

Dear Mr. Ford,

I we hereby appoint AVPros, LLC to act as my/our agent to present appraisal data and make arguments to the County Assessor's office in the county where my property is located in an effort to reduce the **2021 and 2022** valuation for assessment purposes on my property described above, and further, if necessary, to act on my/our behalf with regard to continuing the protest/appeal process to the second round venue, the County Board of Equalization Abatement Hearing.

Thanks for your efforts in this matter.

Yours truly,

By Harry A Miller IV July 25, 2023
Date

Name: HARRY A MILLER IV

[NOTE: If Owner is an LLC, corporation, or other entity, then REPLACE the Owner's signature block above with the following signature block]

[Redacted Signature Block]

[Redacted Signature Block]

December 28, 2023

Gunnison County Assessor
221 N. Wisconsin St., Suite A
Gunnison, CO 81230

RE: 2017 assessment value property appeal for property whose address is **214 Teocalli Av, Crested Butte**, and PIN: **R003087**.

Gunnison County Assessor,

A Brief History of the Subject — the subject property is a 2,692 square foot above ground main floor ranch duplex residence on a 6,250 square foot lot in the Town of Crested Butte. Built in 1940, the subject residential property has an effective age of 1964 with its quality level listed as Average. It is my understanding that the subject had been listed by a broker on the market for a reasonable time before going under contract and selling on June 25, 2018 (5-days prior to the beginning of the base sale period). During the due diligence period prior to closing a home inspection turned up the fact that the subject property has severe damage to the foundation and suggested that it would need to be replaced. The Seller was given the choice of fixing the foundation, or dropping the contract price by \$160,000, the estimated cost of replacing the foundation. The Sellers elected to drop the price from the negotiated purchase price by the \$160,000. The buyer, the current owner, tells me that they have not yet had the foundation repaired/replaced. The owner explained that some maintenance and decorating was done after purchase, but no add-ons or improvements were undertaken from closing to January 1, 2021.

Use of the Subject as a Comparable Sale -Although the subject property is technically not a base period sale, state statutes for assessed value valuation permit use of sales up to 5 years prior to the base sale period. The relevance of the sale being the subject property, and the fact that it was only 5-days prior to the beginning of the base sale period warrants its inclusion as a comparable sale in the Sales Comparison Approach valuation used in this report. The subject property sold for \$840,000 and closed on June 25, 2018, just 5 days before the beginning of the base sale period on June 30, 2018. In my Sales Comparison Approach grid, the subject property is Sale 1. I selected another 4 relevant sales from the subject's neighborhood for valuation purposes. In addition to the typical adjustments made to the sales used, a negative \$160,000 adjustment was made to Sales 2, 3, 4 and 5 representing the sales resistance inherent in the subject property as a result of the deteriorated foundation which was reflected in the lowering of the purchase price by that amount, which at the time, was based on the cost to replace the foundation. It is my understanding that the foundation has yet to be replaced, so that using the \$160,000 foundation replacement estimate as an estimate of continued sales resistance is justified. I

elected not to time trend this sales resistance estimate to the end of the base sale period, but I am confident that the basement replacement cost estimate would have been no less than that amount estimated in 2018.

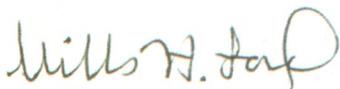
Sales Comparison Approach Grid Remarks: I looked at numerous sales, in the downtown Crested Butte area focusing on properties in close proximity to the subject, with similar square footage, quality age, utility, lot sizes, basement size, basement finish, and garage situation. The indicated value range for the subject is \$852,439 to \$997,091. Sale 1 is the best sale because it is the subject property, and as such, had the least net adjustments. Sales 3 and 4 are considered the next best sales because of small net adjustment, and the fact that next to sale 1, their indicated values were closest to the subject's indicated value. Sales 2 and 5 are the next best sales because of the next smallest net adjustment and the fact their indicated values bracket the subject's indicated value. An annual TASP adjustment of +3.78% was used based on local economic indices and linear regression analysis of property sales in the subject's area and price range.

Estimate of Value - Therefore, based on the assumptions used and adjustments made, it is my opinion that the value of the subject property, for 2021 tax assessment purposes, as of June 30, 2020, is \$920,000.

Additional information and illustrative material regarding my value estimate are contained on the following page of this report.

Thank you for your consideration.

Respectfully Submitted,



Mills H. Ford
Certified General Appraiser
Lic. # CG01316568

Subject Property



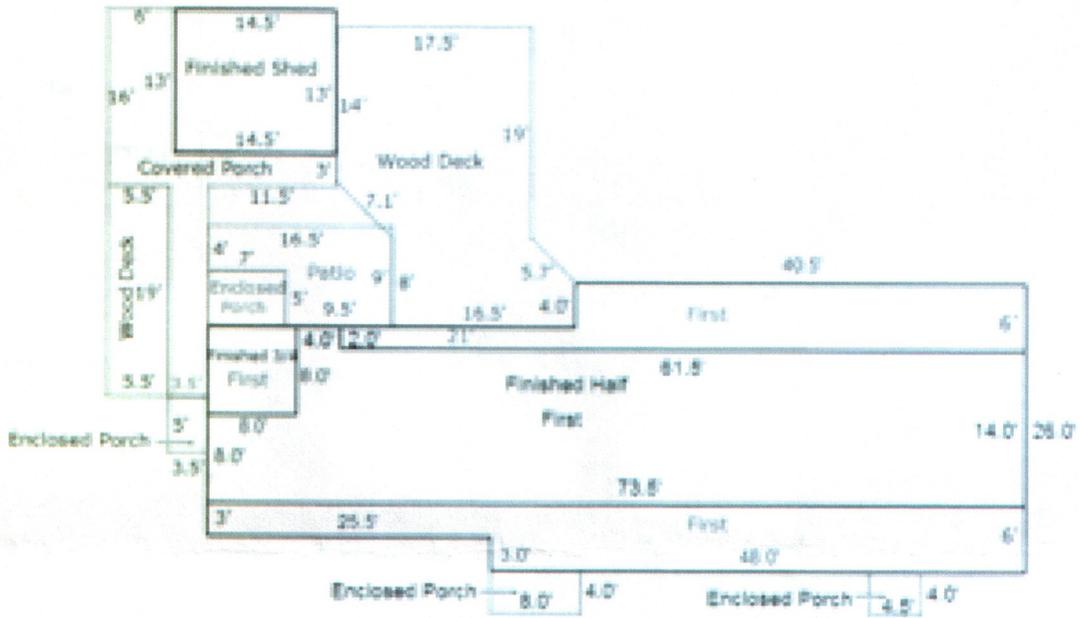
PROPERTY SITE DETAILS

Property Map



*Lot Dimensions are Estimated

Building Footprint



	X		904,915		997,091		931,175		956,689		852,439	
	SUBJECT	Adj.	SALE 1	#1 ADJ.	SALE 2	#2 ADJ.	SALE 3	#3 ADJ.	SALE 4	#4 ADJ.	SALE 5	#5 ADJ.
Prop. Owner	MILLER		101		103		104		107		120	
SCH./PIN #	R003087		R003087		R003020		R003023		R003045		R027518	
Sub Area	Crested Butte		Crested Butte		Crested Butte		Crested Butte		Crested Butte		Crested Butte	
Street No	214		214		205		227		31		325	
St Dir.												
St Name	Teocalli		Teocalli		Teocalli		Teocalli		Teocalli		Gothic	
St Type	Ave		Ave		Ave		Ave		Ave		Ave	
City	Crested Butte		Crested Butte		Crested Butte		Crested Butte		Crested Butte		Crested Butte	
Condition	Average	-\$160,000	Average		Good	-160,000	Average	-160,000	Average	-160,000	Average	-160,000
Prop Type	SINGLE FAMILY		SINGLE FAMILY		SINGLE FAMILY		SINGLE FAMILY		SINGLE FAMILY		SINGLE FAMILY	
Zoning												
Lot Size ac.	0.144		0.144		0.144		0.144		0.144		0.144	
Lot Value	\$355,660	100%	\$355,660		\$502,590	-146,930	\$502,590	-146,930	\$502,590	-146,930	\$502,590	-146,930
Stories	2		2		2		3		2		3	
Constr.												
Quality Gr	Average	5%	Average		Average		Fair	72,142	Average		Good	-122,426
Overall	300	300	300		300		200		300		400	
Walkout B		\$45,000										
Tot SF MLS												
Tot Fin MLS												
SF Assessor	2,756		2,756		2,872	-12,911	2,187	57,468	2,092	76,781	2,560	15,844
Bmt SF MLS												
Bmt Fin MLS												
Bsmt SF Ass		\$42										
Bsmt Fin Ass		\$85										
Effect Age	1975	\$3.0	1975		1991	-108,054	1979	-19,238	1993	-88,837	2001	-212,204
YOC	1940		1940		1982		1979		1993		1996	
BRs MLS												
BRs Ass	4		4		4		4		3		3	
Bath MLS												
Bath Ass	4		4		5		3		2		3	
Fireplace #		\$16,500										
Car Stor					Detached Garage						Built-In	
Gar # Cars												
Gar Size SF		\$48									286	-13,728
Ext												
AV '20	\$888,540		\$888,540		\$1,714,290		\$1,340,120		\$1,368,280		\$1,952,960	
AV Land '21	\$355,660		\$355,660		\$502,590		\$502,590		\$502,590		\$502,590	
AV Tot '21	\$1,133,840		\$1,999,630		\$2,528,600		\$1,945,420		\$1,983,200		\$2,951,100	
Sold Date	6/25/18		6/25/18		1/18/19		6/7/18		9/30/19		4/10/19	
Sold Price	\$840,000		\$840,000		\$1,350,000		\$1,045,000		\$1,240,000		\$1,425,000	
Sold Fin												
Loan Amt												
Loan Type					ADJUSTABLE		ADJUSTABLE		ADJUSTABLE		ADJUSTABLE	
Sel Concess												
Data Source	Realist		Realist		Realist		Realist		Realist		Realist	
Broker												
Agent												
Seller Type												
Time Adjust	6/30/20	3.78%	6/30/20		6/30/20		6/30/20		6/30/20		6/30/20	
Time Adj.		0.3150%	7.7280%		5.5545%		7.9170%		2.8770%		4.6935%	
Adj. Sales				904,915		\$1,424,986		\$1,127,733		\$1,275,675		\$1,491,882
Loc. Or			1,046		321		39		356		283	
Liv. Area		\$1.50		126.21		111.30		101.00		115.63		80.84
Net Adjust						-427,895		-196,558		-318,986		-639,444
Indic \$ p/SF				328.34		347.18		425.78		457.31		332.98
Indic Val				904,915		997,091		931,175		956,689		852,439
21 AV	\$1,462,800											
MEAN			\$928,462									
MEDIAN			\$931,175									
		6/30/20	\$920,000									
\$ p/SF	\$333.82											

REMARKS: I looked at numerous sales, in the downtown Crested Butte area focusing on properties in close proximity to the subject, with similar square footage, quality age, utility, lot sizes, basement size, basement finish, and garage situation. The indicated value range for the subject is \$852,439 to \$997,091. Sale 1 is the best sale because it is the subject property, and had the least net adjustments. Sales 3 and 4 are considered the next best sales because of small net adjustment, and the fact that next to sale 1, their indicated values were closest to the subject's indicated value. Sales 2 and 5 are the next best sales because of the next smallest net adjustment and the fact their indicated values bracket the subject's indicated value. An annual TASP adjustment of +3.78% was used based on local economic indices and linear regression analysis of property sales in the subject's area and price range.

PHOTOS OF SUBJECT AND COMPARABLE SALES



SUBJECT
 214 Teocalli Ave
 Above Gr SF 2,756
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price
 Sale Date



SALE 1
 214 Teocalli Ave
 Above Gr SF 2,756
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price \$840,000
 Sale Date 6/25/18



SALE 2
 205 Teocalli Ave
 Above Gr SF 2,872
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price \$1,350,000
 Sale Date 1/18/19



SALE 3
 227 Teocalli Ave
 Above Gr SF 2,187
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price \$1,045,000
 Sale Date 6/7/18



SALE 4
 31 Teocalli Ave
 Above Gr SF 2,092
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price \$1,240,000
 Sale Date 9/30/19



SALE 5
 325 Gothic Ave
 Above Gr SF 2,560
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price \$1,425,000
 Sale Date 4/10/19

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission, (NTC43R-6-16) (Mandatory 1-17)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

INSPECTION RESOLUTION (Amendment To Contract To Buy And Sell Real Estate)

Date: 5/9/2018

1. This Inspection Resolution amends to the contract dated 4/15/2018 between Mary Gwynn Whitson Revocable Trust (Seller) and Harry A. Miller, IV (Buyer) relating to the sale and purchase of the Property known as: 214 Teocalli Avenue, Crested Butte, CO 81224 (Contract), Terms used in this document have the same meaning as in the Contract.

2. RESOLUTION OF UNSATISFACTORY PHYSICAL CONDITION, Pursuant to the Inspection Resolution provision in the Contract, Buyer and Seller agree that Seller, on or before Closing, will do the following to resolve Buyer's Inspection Objection Notice:

1. Seller shall reduce the price by \$160,000. This shall be final settlement for any and all Inspection items. Purchase price shall be \$840,000.

2. Closing Date and Possession Date shall be June 25, 2018. Possession time shall be 12:00pm

3. SELLER'S COST, Pursuant to the Damage, Liens and Indemnity provision in the Contract, correcting or resolving the unsatisfactory physical condition set forth in this document, will be paid by Seller,

4. SURVIVAL. If any agreed upon correction requires action after Closing, the obligations agreed upon survive Closing,

Note: This document amends the Contract, Buyer must provide a copy of this Inspection Resolution to Buyer's Lender,

Harry A. Miller, IV

Date: 5/12/2018

Buyer: Harry A. Miller, IV

Mary Gwynn Whitson, Trustee

Date: 5/12/2018

Seller: Mary Gwynn Whitson Revocable Trust By: Mary Gwynn Whitson, Trustee

Seller: _____ Date: _____

NTC43R-6-16, INSPECTION RESOLUTION

CTM eContracts - ©2016 CTM Software Corp.



Mary Whitson
214 Teocalli Avenue
Crested Butte, CO 81224

5/8/18

RE: 214 Teocalli Avenue – Foundation Inspection

Mary,

On May 2nd, 2018, Gary Huresky contacted our office to inspect the foundation at your property located at 214 Teocalli Avenue in Crested Butte, Colorado. He forwarded us an inspection report performed by Summit Construction & Home Inspections. On May 7th, 2018, I met Ken Lodovico at the property to inspect the existing foundation. We accessed the crawlspace through a trap door located on the Southwest side of the residence.

Once in the crawlspace, I observed that the existing foundation is constructed with CMU (concrete masonry unit) blocks. The foundation on the South side of the structure appears to be in satisfactory condition with limited water damage (please see *photo 2*). Both the West and East foundation walls appear to be in mediocre condition. There are a few locations where the CMU blocks have been displaced. The North side of the foundation is showing substantial damage. The top CMU block for a large portion of the wall has been separated from the lower blocks. The blocks have also been displaced and a large portion of the wall is leaning to the South (please reference *photo 1*).

The displacement of the top CMU block(s) as well as the leaning foundation wall are most likely caused from a combination of inadequate waterproofing, not fully grouting the CMU cells, and insufficient rebar reinforcement / lack of bond beam. On the North side of the building (*photo 1*) one of the top CMU blocks is fully separated from the bottom cells. When looking into the cell, there is no rebar reinforcement/bond beam and the CMU cells are hollow (no grout). Although it is impossible to tell, I would assume that the entire foundation has been constructed in the same manner.

Although the foundation is not in imminent danger of failing, at a minimum, the North side of the Foundation wall should be repaired. The existing CMU blocks should be removed and replaced with new CMU cells that are fully grouted and adequately water-

P.O. Box 2544 • Crested Butte CO 81224 USA • ph: 970.349.5922 • f: 970.349.5926

proofed. There also should be a bond beam at the top of the wall that is reinforced with a continuous #5 piece of rebar.

In our experience with CMU foundations in high mountain climates, if the foundation is inadequately waterproofed, the CMU cells will eventually disintegrate and the foundation walls will fail. In order to prevent this, all site drainage should be designed to drain away from the existing structure and all necessary waterproofing measures should be taken.

While in the crawlspace, I also noticed that portions of the rim joists are rotten (please see *photo 3*) and many of the floor piers / pads are inadequate (please see item 6.2 in Summit Inspection Report). While the floor is not in danger of immediately failing, these items should eventually be repaired or replaced.

Photo's:

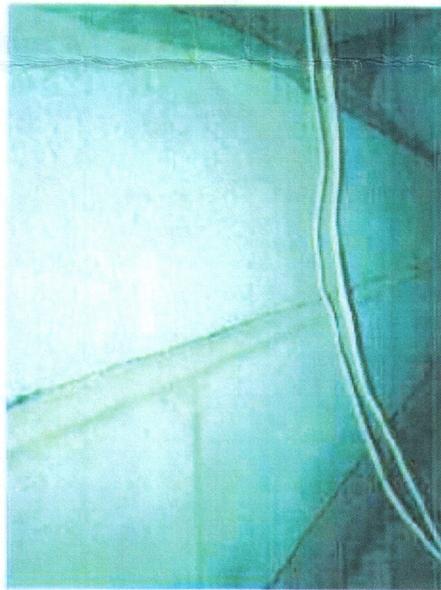


Photo 1 North side of Foundation Wall showing substantial damage. Also can be seen in item 6.0 of Summit Inspection Report.



Photo 2 – South side of foundation wall appears to be in satisfactory condition.



Photo 3 – Rotten Sill plate. Also, can be seen in item 6.3 in Summit Inspection report.

If you have any further questions or need anything else, please contact our office.

This report has been prepared by:

Geoff Heller
Colorado Structural Inc.

This report has been reviewed by:

Mike Arbaney P.E.



P.O. Box 2544 • Crested Butte CO 81224 USA • ph: 970.349.5922 • f: 970.349.5926

CERTIFIED MAIL

AV PROS
THE ASSESSED VALUE PROTEST PROS



7019 0140 0000 2455 7034

Retail
DENVER CO 80202
29 DEC 2023



81230

U.S. POSTAGE PAID
FCM LETTER
ENGLEWOOD, CO 80143
DEC 29, 2023

\$8.80

RDC 99

R2304M112701-03

3199 South Pearl Street
Englewood, Colorado 80113

Gunnison County Assessor
221 N. Wisconsin St., Suite A
Gunnison, CO 81230

RECEIVED
JAN 02 2024
BY: KNC

ATTENTION: ABATEMENT PETITION ENCLOSED

81230-243373



2021/22 Abatement Petition - R003087 - 214 Teocalli Av

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gunnison County Assessor
221 N. Wisconsin St, Suite A
Gunnison, CO 81230



9590 9402 5983 0062 2706 08

2. Article Number (Transfer from service label)

7019 0140 0000 2455 7034

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
0)

2021 & 2022 Gunnison County Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2021 Reappraisal.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2021 and 2022 values is June 30, 2020, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The Assessor's Office uses a technique called mass appraisal to establish property values. In mass appraisal, a large set of property sales are analyzed together to determine how characteristics such as location, size, and views influence sales price. Out of this analysis, a mathematical model is developed, which is then used to calculate a market value for all properties of the same type in the same geographic area.

The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	HARRY A MILLER IV
Account Number:	R003087
Parcel Number:	3255-031-30-005
Legal Description:	Part of Lots 9-12, Block 9, Crested Butte
Current Value:	\$1,999,630

ABATEMENT	Residential Sales Examples
2021 & 2022	Inventory and Account Value Summary

OWNER: HARRY A MILLER IV
115 BAIRD AVE
DRIPPING SPRINGS, TX 78620

ACCOUNT #: R003087
PARCEL #: 3255-031-30-005
ECONOMIC AREA: 2



ACCOUNT NUMBER:	R003087	R003087	R003020	R003023
	3255-031-30-005	3255-031-30-005	3255-031-25-009	3255-031-25-013
PROPERTY ADDRESS:	214 TEOCALLI AVE	214 TEOCALLI AVE	205 TEOCALLI AVE	227 TEOCALLI AVE
	CRESTED BUTTE	CRESTED BUTTE	CRESTED BUTTE	CRESTED BUTTE
LEGAL DESCRIPTION:	PART OF LOTS 9-12, BLOCK 9, CRESTED BUTTE	PART OF LOTS 9-12, BLOCK 9, CRESTED BUTTE	PART OF LOTS 17-20, BLOCK 4, CRESTED BUTTE	LOT 27 & PART OF LOTS 28-32, BLOCK 4, CRESTED BUTTE
LAND SQ FT AREA:	6,250	6,250	6,250	6,250
ARCHITECTURAL STYLE:	DUPLEX	DUPLEX	CONVENTIONAL	CONVENTIONAL
EFFECTIVE YEAR BUILT:	1975	1975	1991	1979
QUALITY CONSTRUCTION:	AVERAGE PLUS	AVERAGE PLUS	AVERAGE	FAIR PLUS
CONDITION:	AVERAGE	AVERAGE	GOOD	AVERAGE
RESIDENTIAL SQ FT:	2,756	2,756	2,872	2,187
BASEMENT SQ FT:	0	0	0	0
GARAGE/SHED SQ FT:	189	189	587	0
EQUIVALENT SQ FT:	2,803	2,803	3,019	2,187

SALE DATE:	6/25/2018	1/18/2019	6/7/2018
SALES PRICE:	\$840,000	\$1,350,000	\$1,045,000
TIME ADJUSTED SALES PRICE:	\$1,044,204	\$1,678,185	\$1,299,040
TASP PER EQUIVALENT SQ FT:	\$373	\$556	\$ 594
COMPARABILITY:	SIMILAR	SLIGHTLY SUPERIOR	SLIGHTLY INFERIOR

SUBJECT ACCOUNT VALUE: **\$1,133,840**

VALUE PER EQUIVALENT SQ FT: **\$405**

Narrative

The subject property is an average constructed older duplex originally built in 1940. An effective year built of 1975 reflects the number of updates made to the property over the years. The parcel sits on a 6,250 square foot lot and is in the northwest quarter of Crested Butte. All examples presented are also situated on 6,250 square foot lots and are in the northwest quarter of Crested Butte. All are single family residential except for the subject. Example 1 is the sale of the subject property. Examples 2 and 4 are similar in quality to the subject. Example 3 is inferior and example 5 is superior in quality to the subject. Examples presented range in value from \$373 per square foot to \$662 per square foot, with the sale of the subject marking the low end of the value range. Since 2019 the subject property has had a negative 25% obsolescence applied for a foundation issue noted in a 2019 appeal. Based on the examples presented, and the substantial obsolescence currently in place, no valuation adjustment is recommended.

ABATEMENT	Residential Sales Examples
2021 & 2022	Inventory and Account Value Summary

OWNER: HARRY A MILLER IV
115 BAIRD AVE
DRIPPING SPRINGS, TX 78620



	R003087	R003045	R027518
ACCOUNT NUMBER:	3255-031-30-005	3255-031-27-015	3255-031-04-012
PROPERTY ADDRESS:	214 TEOCALLI AVE	31 TEOCALLI AVE	325 GOTHIC AVE
	CRESTED BUTTE	CRESTED BUTTE	CRESTED BUTTE
LEGAL DESCRIPTION:	PART OF LOTS 9-12, BLOCK 9, CRESTED BUTTE	LOTS 31 & 32, BLOCK 6, CRESTED BUTTE	PART OF LOTS 29-32, BLOCK 10, CRESTED BUTTE
LAND SQ FT AREA:	6,250	6,250	6,250
ARCHITECTURAL STYLE:	DUPLEX	CONVENTIONAL	CONVENTIONAL
EFFECTIVE YEAR BUILT:	1975	1993	2001
QUALITY CONSTRUCTION:	AVERAGE PLUS	AVERAGE	GOOD
CONDITION:	AVERAGE	AVERAGE	AVERAGE
RESIDENTIAL SQ FT:	2,756	2,092	2,560
BASEMENT SQ FT:	0	0	0
GARAGE/SHED SQ FT:	189	0	286
EQUIVALENT SQ FT:	2,803	2,092	2,632

SALE DATE:	9/30/2019	4/1/2019
SALES PRICE:	\$1,240,000	\$1,425,000
TIME ADJUSTED SALES PRICE:	\$1,385,452	\$1,700,310
TASP PER EQUIVALENT SQ FT:	\$662	\$646
COMPARABILITY:	SIMILAR	SUPERIOR

SUBJECT ACCOUNT VALUE: **\$1,133,840**

VALUE PER EQUIVALENT SQ FT: **\$405**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Abatement Denial account R041538

Fiscal Impact:

Submitted by: Kate Aldridge

Submitter's Email Address: kaldridge@gunnisoncounty.com

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 6/26/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/24/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/24/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 7/16/2024

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Gunnison

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 01 22 24
Month Day Year

Petitioner's Name: Colorado Equity Partners LLC
 Petitioner's Mailing Address: 600 RiverPointe Dr. Ste 200
Conroe TX 77304
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>3177-234-28-001</u>	<u>17 Whetstone Rd. Unit #1</u> <u>Mt. Crested Butte, CO 81225</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year _____ are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Property was purchased for \$1,250,000 in July 2023. Property was listed in MLS and \$1,250,000 was the fair market value.

Petitioner's estimate of value: \$1,250,000 (2023)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Marshall Kenderline
 Petitioner's Signature Daytime Phone Number (512) 517-5171
 Email Marshall.Kenderline@yahoo.com

By _____ Daytime Phone Number (_____) _____
 Agent's Signature*

Printed Name: _____ Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)			
	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.			
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.			
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)			
<input type="checkbox"/> Assessor recommends denial for the following reason(s):			
			_____ Assessor's or Deputy Assessor's Signature

2023 Gunnison County Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2023 Reappraisal.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2023 and 2024 values is June 30, 2022, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The Assessor's Office uses a technique called mass appraisal to establish property values. In mass appraisal, a large set of property sales are analyzed together to determine how characteristics such as location, size, and views influence sales price. Out of this analysis, a mathematical model is developed, which is then used to calculate a market value for all properties of the same type in the same geographic area.

The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	COLORADO EQUITY PARTNERS LLC
Account Number:	R041538
Parcel Number:	3177-234-28-001
Legal Description:	Unit 1, Spellbound Condominiums, Mt Crested Butte
Current Value:	\$1,489,930

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: COLORADO EQUITY PARTNERS LLC
 600 River Pointe Dr, Ste 200
 Conroe, TX 77304

ACCOUNT #: R041538
PARCEL #: 3177-234-28-001
ECONOMIC AREA: 6



	R041538	R006028	R005679	R005233
ACCOUNT NUMBER:	3177-234-28-001	3177-261-22-059	3177-261-09-002	3177-234-24-013
PARCEL NUMBER:	17 WHETSTONE RD, UNIT 1	11 SNOWMASS RD, UNIT 540	40 MARCELLINA LN, UNIT 2	15 MARCELLINA LN, UNIT 113
PROPERTY ADDRESS:	MT CRESTED BUTTE	MT CRESTED BUTTE	MT CRESTED BUTTE	MT CRESTED BUTTE
LEGAL DESCRIPTION:	UNIT 1, SPELLBOUND CONDOMINIUMS, MT CRESTED BUTTE	UNIT 540, THE PLAZA AT WOOD CREEK CONDOMINIUMS, MT CRESTED BUTTE	UNIT 2, SNOWCREST CONDOMINIUMS, MT CRESTED BUTTE	UNIT 113, MOUNTAIN SUNRISE CONDOMINIUMS, MT CRESTED BUTTE
ARCHITECTURAL STYLE:	DUPLEX	MULTI UNIT	MULTI UNIT	MULTI UNIT
BUILDING LOCATION:	MT CRESTED BUTTE	MT CRESTED BUTTE	WEST OF GOTHIC RD	WEST OF GOTHIC RD
EFFECTIVE YEAR BUILT:	1999	1981	1975	1979
CONSTRUCTION QUALITY:	GOOD	AVERAGE	FAIR PLUS	AVERAGE
BUILDING CONDITION:	AVERAGE	AVERAGE	AVERAGE	AVERAGE
ACCESS RATING:	VERY GOOD	AVERAGE	AVERAGE	GOOD
PROXIMITY RATING:	POOR	AVERAGE	AVERAGE	FAIR
UNIT VIEW RATING:	AVERAGE	GOOD	AVERAGE	AVERAGE
INTERIOR UNIT QUALITY:	GOOD	GOOD	GOOD	AVERAGE
INTERIOR UNIT CONDITION:	AVERAGE	VERY GOOD	VERY GOOD	GOOD
UNIT LOCATION:	END	END	INSIDE	INSIDE
RESIDENTIAL SQ FT:	961	1,373	986	1,087
BASEMENT SQ FT:	951	0	0	90 MIN FIN
GARAGE SQ FT:	502	0	300	457
EQUIVALENT SQ FT:	1,962	1,373	1,016	1,132

SALE DATE:	4/29/2022	6/28/2022	3/31/2022
SALES PRICE:	\$985,000	\$802,000	\$850,000
TIME ADJUSTED SALES PRICE:	\$1,069,021	\$802,000	\$961,690
TASP PER EQUIVALENT SQ FT:	\$779	\$789	\$850
COMPARABILITY:	SIMILAR	SIMILAR	SIMILAR

SUBJECT ACCOUNT VALUE: \$1,489,930

VALUE PER EQUIVALENT SQ FT: \$759

Narrative

The subject property is a condominium unit in the Spellbound Condominiums in Mt Crested Butte. The complex consists of one building containing two units. The building, built in 1999, is good quality and average condition. The unit itself, also good quality and average condition, includes 961 square feet above grade, a 951-square-foot finished basement, and a 502-square-foot garage. Six of the most similar Mt Crested Butte condominium sales have been selected. All are inferior to the subject in terms of architectural style, size, age, and building quality. Some are superior to the subject in terms of proximity, view, and/or interior unit condition. Four are 2022 sales while two are from 2021. All are similar overall; their sales prices support the current valuation of the subject property.

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: COLORADO EQUITY PARTNERS LLC
 600 River Pointe Dr, Ste 200
 Conroe, TX 77304

ACCOUNT #: R041538
PARCEL #: 3177-234-28-001
ECONOMIC AREA: 6



	R041538	R005846	R006198	R005883
ACCOUNT NUMBER:	3177-234-28-001	3177-261-14-021	3177-264-10-012	3177-261-16-016
PARCEL NUMBER:	17 WHETSTONE RD, UNIT 1	400 GOTHIC RD, UNIT 402	20 SNOWFALL DR, UNIT 6B	31 MARCELLINA LN, UNIT 31
PROPERTY ADDRESS:	MT CRESTED BUTTE	MT CRESTED BUTTE	MT CRESTED BUTTE	MT CRESTED BUTTE
LEGAL DESCRIPTION:	UNIT 1, SPELLBOUND CONDOMINIUMS, MT CRESTED BUTTE	UNIT 402, WOOD CREEK CONDOMINIUMS, MT CRESTED BUTTE	UNIT 6, BLDG B, SNOWFALL POINT CONDOMINIUMS, MT CRESTED BUTTE	UNIT 31, EAGLE'S NEST TOWNHOUSES OF MT CRESTED BUTTE, A CONDOMINIUM
ARCHITECTURAL STYLE:	DUPLEX	MULTI UNIT	MULTI UNIT	MULTI UNIT
BUILDING LOCATION:	MT CRESTED BUTTE	MT CRESTED BUTTE	WEST OF GOTHIC RD	WEST OF GOTHIC RD
EFFECTIVE YEAR BUILT:	1999	1979	1986	1989
CONSTRUCTION QUALITY:	GOOD	AVERAGE	AVERAGE	AVERAGE
BUILDING CONDITION:	AVERAGE	AVERAGE	AVERAGE	AVERAGE
ACCESS RATING:	VERY GOOD	AVERAGE	VERY GOOD	GOOD
PROXIMITY RATING:	POOR	AVERAGE	FAIR	FAIR
UNIT VIEW RATING:	AVERAGE	AVERAGE	GOOD	VERY GOOD
INTERIOR UNIT QUALITY:	GOOD	GOOD	AVERAGE	AVERAGE PLUS
INTERIOR UNIT CONDITION:	AVERAGE	VERY GOOD	GOOD	VERY GOOD
UNIT LOCATION:	END	END	INSIDE	INSIDE
RESIDENTIAL SQ FT:	961	1,149	1,071	1,191
BASEMENT SQ FT:	951	0	163 MIN FIN	76 MIN FIN
GARAGE SQ FT:	502	0	363	351
EQUIVALENT SQ FT:	1,962	1,149	1,107	1,226

SALE DATE:	2/1/2022	12/20/2021	11/30/2021
SALES PRICE:	\$915,000	\$820,000	\$853,000
TIME ADJUSTED SALES PRICE:	\$1,079,517	\$1,053,454	\$1,111,544
TASP PER EQUIVALENT SQ FT:	\$940	\$952	\$907
COMPARABILITY:	SIMILAR	SIMILAR	SIMILAR

SUBJECT ACCOUNT VALUE: \$1,489,930

VALUE PER EQUIVALENT SQ FT: \$759

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Abatement Denial account R071698

Fiscal Impact:

Submitted by: Kate Aldridge

Submitter's Email Address: kaldridge@gunnisoncounty.com

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 6/26/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/24/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/24/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 7/16/2024

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Gunnison

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: January 21, 2024
Month Day Year

Petitioner's Name: Hector Vasquez

Petitioner's Mailing Address: 1313 W Ohio ave lot 36a
Gunnison Colorado 81230
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>3701-250-08-009</u>	<u>95 Snowflake Trl</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2022 and 2023 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Overvaluation

Petitioner's estimate of value: \$ 61,000 (2022) and \$ 61,000 (2023)
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.


Petitioner's Signature

Daytime Phone Number (970) 765-4679

Email mirydlpb@gmail.com

By _____
Agent's Signature*

Daytime Phone Number (_____) _____

Printed Name: _____

Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original _____	_____	_____	_____	_____	_____	_____
Corrected _____	_____	_____	_____	_____	_____	_____
Abate/Refund _____	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature _____
Date

Assessor's or Deputy Assessor's Signature _____
Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (*being present--not present*) and
Name
Petitioner _____ (*being present--not present*), and WHEREAS, the said
Name
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (*agrees--does not agree*) with the recommendation of the Assessor and the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County
this _____ day of _____, _____.
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature _____
Property Tax Administrator's Signature _____
Date

2022 & 2023 Gunnison County: Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate the assignment results for a single property that was appraised as part of our mass appraisal assignment.

The Uniform Standards of Professional Appraisal Practice (USPAP) defines mass appraisal as: the process of valuing a universe of properties as of a given date using standard methodology, employing common data, and allowing for statistical testing.

All of the sales used for Gunnison County's mass appraisal can be viewed on the Gunnison County web site (www.gunnisoncounty.org).

For the purposes of the mass appraisal, market value is defined as:

"The most probable price, expressed in terms of money, that a property would bring if exposed for sale in the open market in an arm's-length transaction between a willing seller and a willing buyer, both of whom are knowledgeable concerning all the uses to which it is adapted and for which it is capable of being used." – Property Assessment Valuation, 1996, IAAO

For the 2022 property tax year, the effective **appraisal date is June 30, 2020**. For the 2023 property tax year, the effective **appraisal date is June 30, 2022**, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The single property being characterized for this hearing is identified as:

Property Owner:	Miriam De La Pena & Hector Vasquez
Account Number:	R071698
Parcel Number:	3701-250-08-009
Legal Description:	LOT 1, COLUMBINE MEADOWS SUBDIVISION
2022 Value:	\$61,000
2023 Value:	\$178,300

For tax years 2022 & 2023, this property was classified as Vacant Land. The land value established for the 2021/2022 tax years was \$61,000 (see 2021/2022 documentation). For the 2023 tax year, the land was valued at \$178,300 (see 2023 documentation). This Vacant Land parcel's 2-sales were both analyzed, once during the 2021/2022 reappraisal cycle and then again during the 2023/2024 reappraisal cycle.

**2021 REAPPRAISAL
ECONOMIC AREA 1
VACANT LAND - MEADOW/TREE**

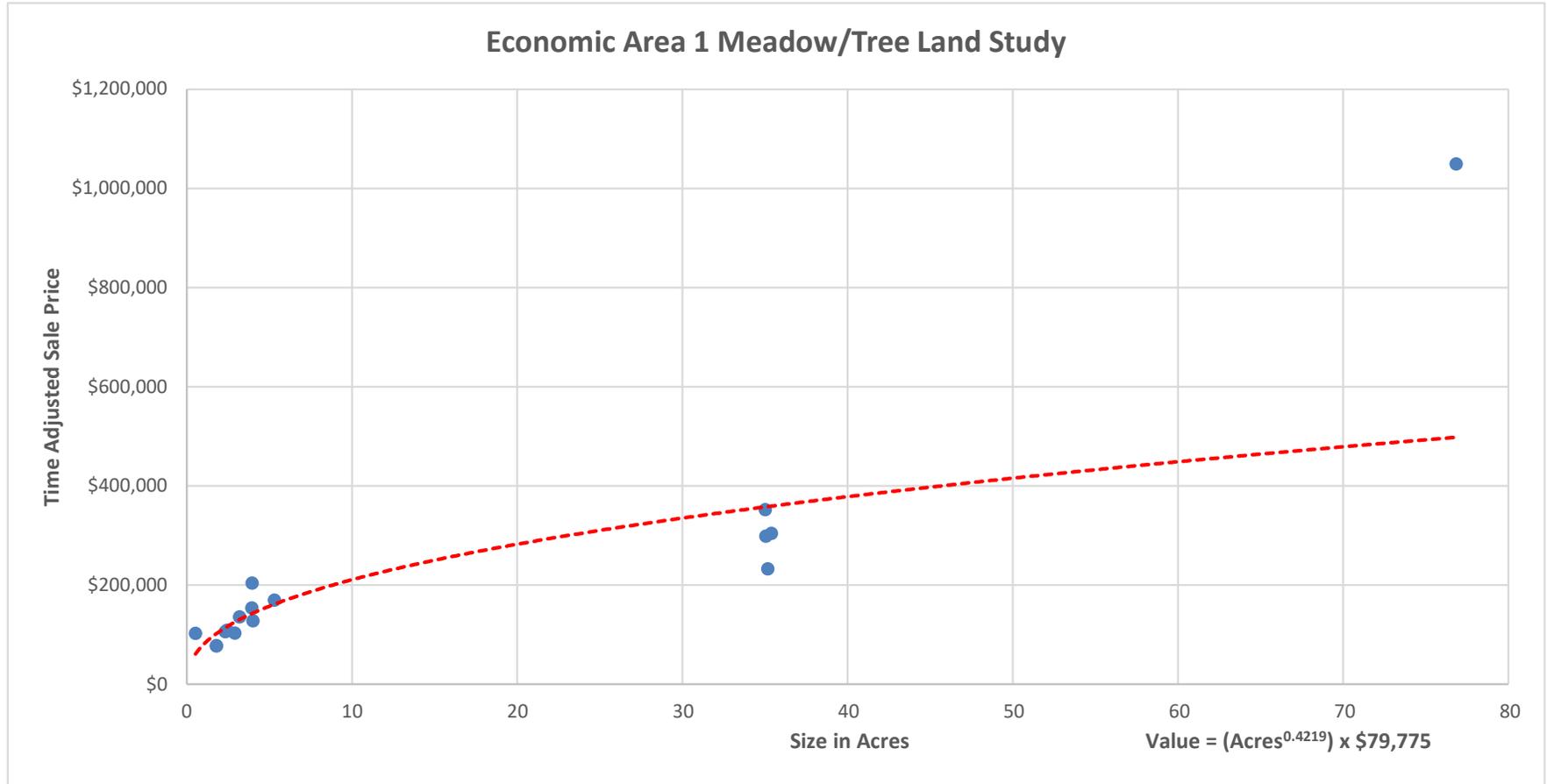
SALES STUDY PERIOD:
JULY 1, 2017 - JUNE 30, 2020

MEADOW/TREE

ACCOUNT NUMBER	LEA	SALE DATE	SALE PRICE	TIME ADJUSTED SALE PRICE	ACRES	PARCEL NUMBER	LEGAL
R071698	11415	2/27/2018	\$90,000	\$102,600	0.53	3701-250-08-009	LOT 1, COLUMBINE MEADOWS SUBDIVISION
R025486	11460	7/29/2019	\$97,000	\$102,335	0.63	3701-130-06-018	LOT 12, NORTH ELK MEADOWS SUBDIVISION, FILING II
R007065	11390	3/29/2018	\$68,500	\$77,748	1.80	3699-080-01-017	LOT 17, ROCKEY RIVER ESTATES SUBDIVISION
R008448	11390	1/15/2019	\$71,000	\$77,035	1.80	3699-080-01-007	LOT 7, ROCKEY RIVER ESTATES SUBDIVISION
R044313	11710	10/29/2019	\$102,000	\$16,080	2.34	3701-140-08-010	LOT 10, HORSE MEADOWS SUBDIVISION
R044304	11701	11/1/2018	\$99,500	\$108,953	2.43	3701-140-08-001	LOT 1, HORSE MEADOWS SUBDIVISION
R044312	11710	6/5/2020	\$103,000	\$103,000	2.90	3701-140-08-009	LOT 9, HORSE MEADOWS SUBDIVISION
R071756	11440	12/18/2019	\$132,000	\$135,960	3.20	3701-130-17-001	LOT 1, MOUNTAIN MEADOWS SUBDIVISION
R044309	11710	6/11/2019	\$145,000	\$153,700	3.94	3701-140-08-006	LOT 6, HORSE MEADOWS SUBDIVISION
R043142	11680	8/9/2018	\$115,000	\$127,650	4.00	3701-140-07-002	LOT 2, FOX MEADOWS SUBDIVISION
R041607	12070	5/24/2019	\$191,500	\$203,948	4.00	3787-110-01-001	LOT 6, TOMICHI CREEK PRESERVE SUBDIVISION
R009707	11120	7/9/2018	\$205,000	\$228,575	4.94	3701-110-01-007	LOT 23, OHIO MEADOWS SUBDIVISION, FILING NO. 3
R009831	11120	6/7/2019	\$160,000	\$169,600	5.31	3701-140-01-001	LOT 4, OHIO MEADOWS SUBDIVISION, FILING NO. 3
R072243	12070	10/2/2018	\$320,000	\$352,000	35.02	3701-000-10-004	TRACT C, MESSNER FAMILY PARTNERSHIP SUBDIVISION
R042751	12070	11/12/2019	\$225,000	\$232,875	35.16	3701-000-05-003	LOT 12, HORSE RIVER RANCH SUBDIVISION
R042745	12070	10/11/2017	\$257,500	\$298,700	35.05	3701-000-05-009	LOT 10, HORSE RIVER RANCH SUBDIVISION
R042058	11700	8/10/2017	\$260,000	\$304,200	35.38	3701-000-04-009	LOT 3, RANCHES AT OHIO CREEK SUBDIVISION
R033501	12070	3/2/2018	\$925,000	\$1,049,875	76.84	3699-000-00-065	76.84 ACRES SECTIONS 7 & 18, TOWNSHIP 50N, RANGE 1E

**SALES STUDY PERIOD:
JULY 1, 2017 - JUNE 30, 2020**

**2021 REAPPRAISAL
ECONOMIC AREA 1
VACANT LAND - MEADOW/TREE**



**2021 REAPPRAISAL
ECONOMIC AREA 1**

SALES STUDY PERIOD:
JULY 1, 2017 - JUNE 30, 2020

VACANT LAND - MEADOW/TREE

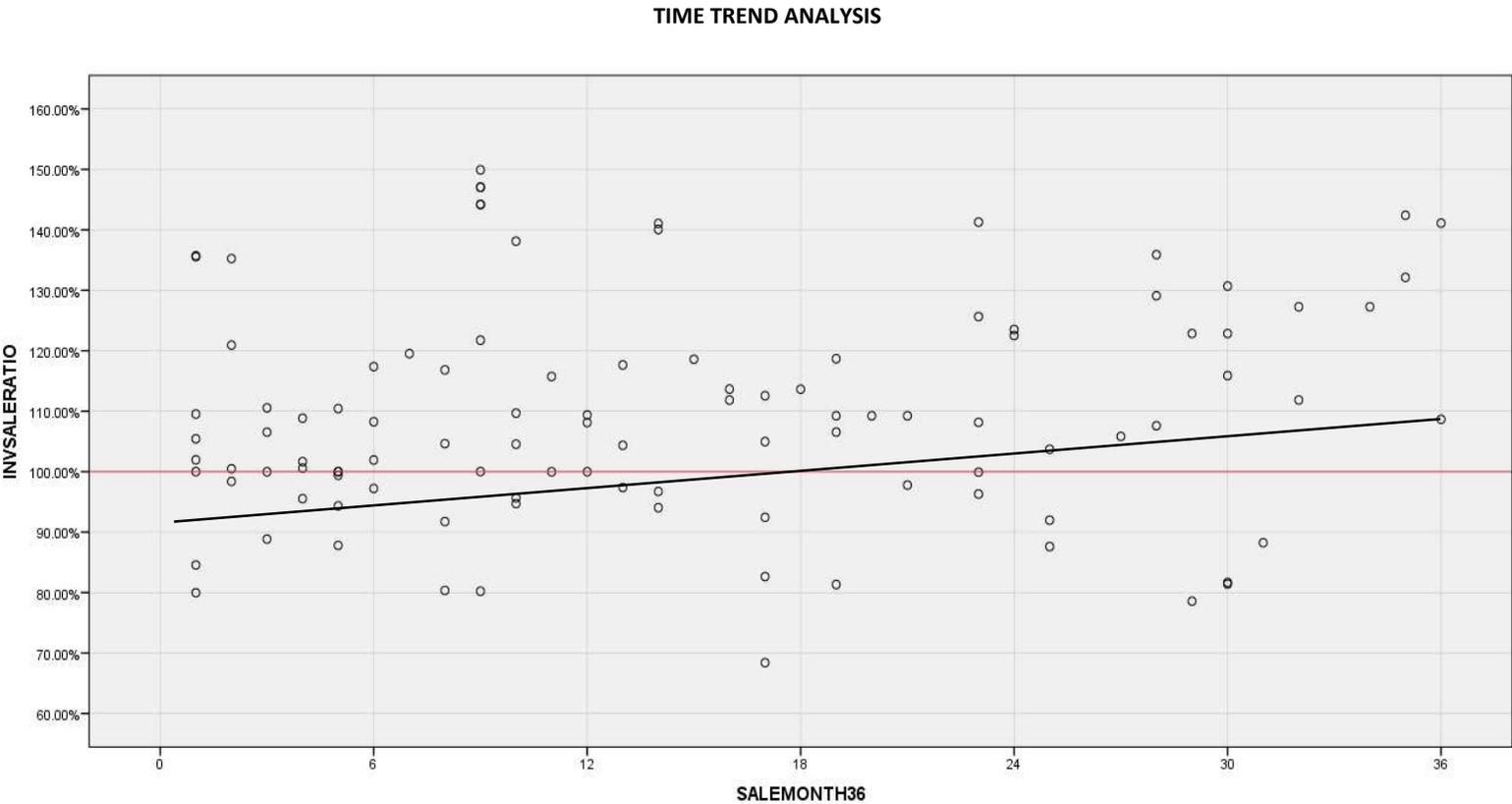
LEA	SUBDIVISION	MEDIAN ACREAGE	2021 VALUE
10775	MCGUINNESS	1.05	\$81,400
11000	TOBIN RANCHETTES: 2.01-4 ACRES	2.34	\$114,200
11040	VALLEY VIEW	1.31	\$89,400
11050	FAIRVIEW	1.00	\$79,800
11070*	GUNNISON RAINBOW ACRES: WATER INFLUENCE	0.81	\$91,200
11100	ABRIL MEADOWS	1.09	\$82,700
11110	OHIO MEADOWS: 2.01-4 ACRES	2.94	\$125,700
11120	OHIO MEADOWS: 4.01-6 ACRES	4.93	\$156,400
11130	OHIO MEADOWS: 6.01-8 ACRES	6.71	\$178,100
11200*	SPRING MEADOWS: WATER INFLUENCE	1.20	\$107,700
11325*	THE GLEN	0.38	\$66,300
11330	PONDEROSA PARK	0.16	\$36,800
11390	ROCKEY RIVER: MEADOW	1.80	\$102,200
11410	ISLAND ACRES II	0.64	\$66,100
11415	COLUMBINE MEADOWS	0.53	\$61,000
11430*	SIERRA VISTA: ON OHIO CREEK	1.57	\$120,600
11440	MOUNTAIN MEADOWS	2.59	\$119,200
11460	NORTH ELK MEADOWS II: MEADOW	0.73	\$69,900
11470	NORTH ELK MEADOWS I: MEADOW	1.02	\$80,400
11480*	NORTH ELK MEADOWS I: WATER INFLUENCE	1.05	\$101,800
11490	GUNNISON RIVER: MEADOW 0-2 ACRES	1.25	\$87,700
11500	GUNNISON RIVER: MEADOW 2.01-4 ACRES	2.30	\$113,400
11640	EAGLE RIDGE RANCH	5.00	\$157,300
11650	PLEASANTVIEW	0.13	\$33,700
11680	FOX MEADOWS: 2.00-4 ACRES	3.90	\$141,700
11690	FOX MEADOWS: 4.01-6 ACRES	4.45	\$149,800
11700	RANCHES AT OHIO CREEK	8.36	\$358,200
11710	HORSE MEADOWS	2.22	\$111,600
11770	ELK RIVER RANCH	35.10	\$358,000
12070	ECON 1 MEADOW	x = Acres	\$79,775x ^{0.4219}

* UPWARD ADJUSTMENT IN THESE LEAs FOR: WATER AMENITY

2021 Reappraisal - Economic Area 1 Vacant Land Sales Time Trending - Inverse Sales Ratio (INVSALERATIO) plotted by month (SALEMONTH36)

36 month time-frame - July 1, 2017 through June 30, 2020

0.50% per month throughout the 36-month time-frame (July 1, 2017 through June 30, 2020)

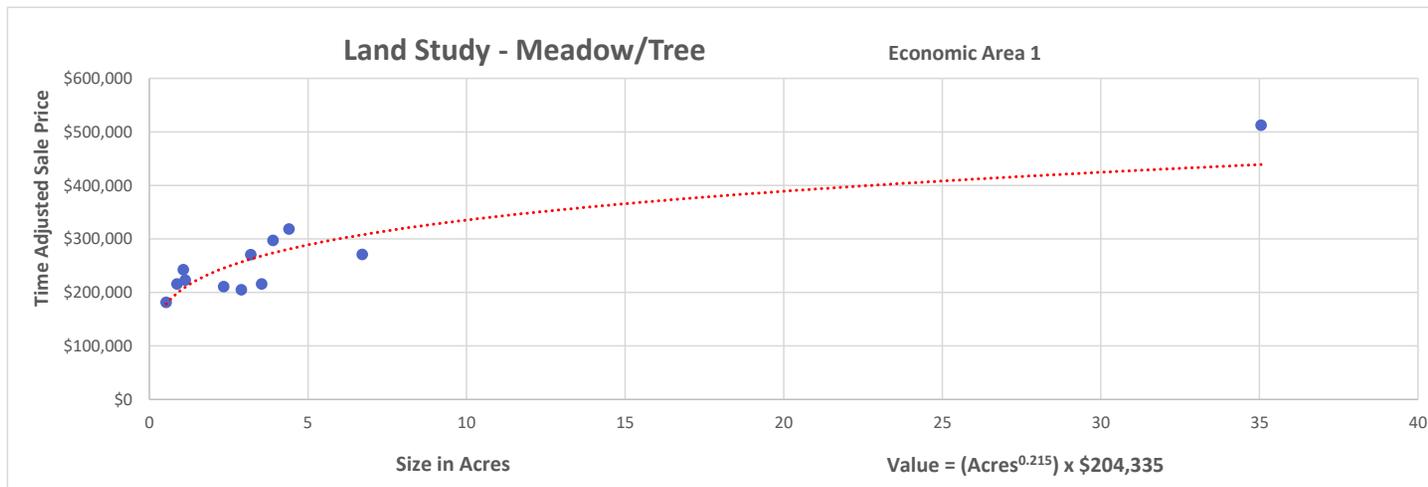


**2023 REAPPRAISAL
ECONOMIC AREA 1
VACANT LAND - MEADOW/TREE**

SALES STUDY PERIOD:
JULY 1, 2019 - JUNE 30, 2022

ACCOUNT NUMBER	LEA	SALE DATE	ADJUSTED SALE PRICE	TIME ADJUSTED SALE PRICE	ACRES	PARCEL NUMBER	LEGAL
R071698	11415	6/28/2021	\$109,500	\$181,770	0.530	3701-250-08-009	LOT 1, COLUMBINE MEADOWS SUBDIVISION
R025486	11460	7/29/2019	\$97,000	\$203,647	0.630	3701-130-06-018	LOT 12, NORTH ELK MEADOWS SUBDIVISION, FILING II **
R009802	11470	5/19/2021	\$126,000	\$216,090	0.870	3701-130-03-002	LOT 29, NORTH ELK MEADOWS SUBDIVISION
R074118	11490	6/8/2022	\$242,775	\$242,775	1.072	3701-240-05-026	LOT 48, GUNNISON RIVER SUBDIVISION, FILING NO. 2
R009797	11470	8/4/2021	\$143,828	\$222,933	1.130	3701-130-02-034	LOT 25, NORTH ELK MEADOWS SUBDIVISION
R044313	11710	10/29/2019	\$102,000	\$211,099	2.340	3701-140-08-010	LOT 10, HORSE MEADOWS SUBDIVISION
R044312	11710	6/5/2020	\$103,000	\$204,970	2.900	3701-140-08-009	LOT 9, HORSE MEADOWS SUBDIVISION
R071756	11440	12/18/2019	\$132,000	\$270,560	3.200	3701-130-17-001	LOT 1, MOUNTAIN MEADOWS SUBDIVISION
R073971	12070	6/30/2022	\$210,600	\$210,600	3.540	3701-250-00-126	LOT 1, WILSON SUBDIVISION FILING NO 1
R043147	11680	9/3/2021	\$199,000	\$297,505	3.900	3701-140-07-007	LOT 7, FOX MEADOWS SUBDIVISION
R043145	11690	4/1/2021	\$180,000	\$318,600	4.400	3701-140-07-005	LOT 5, FOX MEADOWS SUBDIVISION
R009841	11130	8/2/2021	\$175,000	\$271,250	6.712	3701-140-01-012	LOT 4, OHIO MEADOWS SUBDIVISION, FILING NO. 2
R042749	12070	1/11/2021	\$265,000	\$512,775	35.050	3701-000-05-013	LOT 4, HORSE RIVER RANCH SUBDIVISION

*** superior view & adjacent to open space*



2023 REAPPRAISAL
ECONOMIC AREA 1 SUBDIVISIONS
LAND STUDY: MEADOW / TREE

SUBDIVISION: LEA	MEDIAN ACRES	VALUE MEASURE	VALUE
ABRIL MEADOWS SUBDIVISION: 11100	1.09	SITE	\$208,200
COLUMBINE MEADOWS SUBDIVISION: 11415	0.53	SITE	\$178,300
COTTONWOOD HOLLOW SUBDIVISION: 11170	0.165	SITE	\$138,700
COTTONWOOD MEADOWS SUBDIVISION OFF RIVER: 11360	1.19	SITE	\$212,100
CURECANTI TOWNHOMES: 10800	0.054	SITE	\$109,100
ELK RIVER RANCH SUBDIVISION: 11770	35.10	SITE	\$439,100
FAIRVIEW SUBDIVISION: 11050	1.00	SITE	\$204,300
FAIRVIEW SOUTH SUBDIVISION: 11055	1.93	SITE	\$235,400
FENSKE SUBDIVISION LARGE MEADOW: 10850	8.15	SITE	\$320,800
FOX MEADOWS SUBDIVISION < 4 ACRES: 11680	3.90	SITE	\$273,800
FOX MEADOWS SUBDIVISION > 4 ACRES: 11690	4.45	SITE	\$281,700
GLATIOTIS SUBDIVISION: 10970	1.50	SITE	\$222,900
THE GLEN SUBDIVISION: 11325	0.38	SITE	\$232,300
<i>UPWARD ADJUSTMENT IN THIS LEA FOR WATER INFLUENCE</i>			
GOLD BASIN MEADOWS SUBDIVISION: 11370	0.43	SITE	\$170,400
GUNNISON ISLAND ACRES SUBDIVISION OFF RIVER: 11410	0.64	SITE	\$185,600
GUNNISON RAINBOW ACRES SUBDIVISION	0.81	SITE	\$195,300
GUNNISON RIVER SUBDIVISION MEADOW <= 2 ACRES: 11490	1.25	SITE	\$214,400

GUNNISON RIVER SUBDIVISION MEADOW >2 ACRES: 11500	2.30	SITE	\$244,400
HORSE MEADOWS SUBDIVISION: 11710	2.22	SITE	\$242,600
MCGUINNESS SUBDIVISION: 10775	1.05	SITE	\$206,500
MOUNTAIN GLOW MEADOWS SUBDIVISION LARGE: 11080	15.46	SITE	\$368,100
MOUNTAIN GLOW MEADOWS SUBDIVISION SMALL: 11090	4.50	SITE	\$282,300
MOUNTAIN MEADOWS SUBDIVISION: 11440	2.59	SITE	\$250,700
NORTH ELK MEADOWS SUBDIVISION FILING II, MEADOW: 11460	0.73	SITE	\$191,000
NORTH ELK MEADOWS SUBDIVISION MEADOW: 11470	1.02	SITE	\$205,200
NORTH ELK MEADOWS SUBDIVISION WATER INFLUENCE: 11480	1.05	SITE	\$289,100
OHIO CREEK PROPERTIES SUBDIVISION <=2 ACRES: 11020	0.95	SITE	\$202,100
OHIO CREEK PROPERTIES SUBDIVISION 4-6 ACRES: 11030	5.96	SITE	\$299,900
OHIO MEADOWS SUBDIVISION MEADOW, <= 4 ACRES: 11110	2.94	SITE	\$257,700
OHIO MEADOWS SUBDIVISION MEADOW, 4-6 ACRES: 11120	4.93	SITE	\$288,000
OHIO MEADOWS SUBDIVISION MEADOW, 6-8 ACRES: 11130	6.71	SITE	\$307,700
OHIO MEADOWS SUBDIVISION MEADOW, 10-12 ACRES: 11140	10.65	SITE	\$339,800
PLEASANTVIEW PARK SUBDIVISION: 11650	0.13	SITE	\$131,800
PONDEROSA PARK SUBDIVISION: 11330	0.16	SITE	\$137,800
RANCHES AT OHIO CREEK SUBDIVISION: 11700	8.36	SITE	\$322,600
RIO VISTA SUBDIVISION MEADOW: 11260	0.28	SITE	\$155,400
RIO VISTA SUBDIVISION WEST: 11270	0.28	SITE	\$217,600
SIERRA VISTA ESTATES SUBDIVISION OFF RIVER: 11420	1.57	SITE	\$225,100
SIERRA VISTA ESTATES SUBDIVISION ON RIVER: 11430	1.57	SITE	\$315,200

UPWARD ADJUSTMENT IN THIS LEA FOR WATER INFLUENCE

SPRING MEADOWS SUBDIVISION: 11190	1.57	SITE	\$225,100
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SPRING MEADOWS SUBDIVISION WATER INFLUENCE: 11200	1.20	SITE	\$297,500
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UPWARD ADJUSTMENT IN THIS LEA FOR WATER INFLUENCE

TOBIN RANCHETTES SUBDIVISION <= 2 ACRES: 10990	1.66	SITE	\$227,900
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TOBIN RANCHETTES SUBDIVISION > 2 ACRES: 11000	2.338	SITE	\$245,300
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VALLEY VIEW SUBDIVISION: 11040	1.31	SITE	\$216,500
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WILD HORSE ESTATES SUBDIVISION <= 6.0 ACRES: 11660	4.95	SITE	\$288,800
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WILD HORSE ESTATES SUBDIVISION > 6.0 ACRES: 11670	6.71	SITE	\$307,700
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ZUGELDER SUBDIVISION MEADOW: 11300	1.12	SITE	\$209,400
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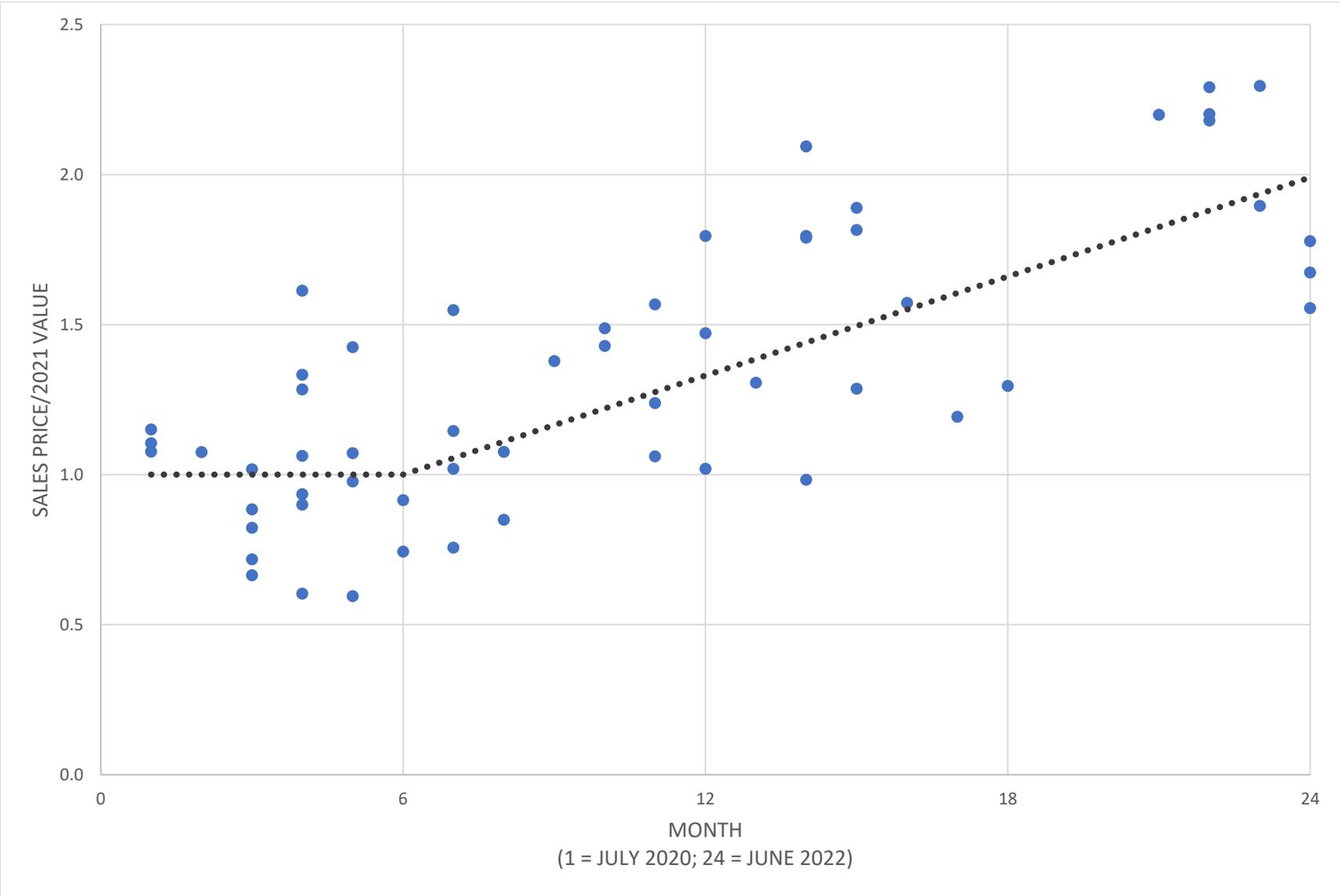
ZUGELDER SUBDIVISION WEST: 11305	0.81	SITE	\$273,400
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UPWARD ADJUSTMENT IN THIS LEA FOR WATER INFLUENCE

ZUPAN ACRES SUBDIVISION: 11230	0.27	SITE	\$215,900
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UPWARD ADJUSTMENT IN THIS LEA FOR WATER INFLUENCE

Econ 1 Vacant Time Trend Gunnison Area



Flat for first 6 months, increasing at 5.5% per month for remaining 18 months

2023 REAL PROPERTY NOTICE OF VALUATION



Kristy McFarland
Gunnison County Assessor
221 N. Wisconsin St., Suite A
Gunnison, CO 81230

Date of Notice: May 1, 2023
Phone: (970) 641-1085
Email: assessor@gunnisoncounty.org
Website: www.gunnisoncounty.org/assessor.html

PROPERTY OWNER			PARCEL NUMBER	
4596*17**G50**0.8295**1/2*****AUTO5-DIGIT 81201 VASQUEZ HECTOR 1313 W OHIO AVE LOT 36A GUNNISON CO 81230-3619 			3701-250-08-009	
ABBREVIATED LEGAL DESCRIPTION				
LOT 1, COLUMBINE MEADOWS SUBDIVISION				
ACCOUNT NUMBER	TAX YEAR	TAX AREA		
R071698	2023	601		

PROPERTY CLASSIFICATION	ASSESSMENT RATE	PRIOR YEAR ACTUAL VALUE	CURRENT YEAR ACTUAL VALUE	+ OR - CHANGE
Vacant	27.9%	61,000	178,300	+117,300
		\$61,000	\$178,300	+\$117,300

The tax bill you receive next January will be based on the current year actual value shown above. If the Senior Citizen or Disabled Veteran Property Tax Exemption has been applied to your residential property, it is not reflected in the current year actual value.

ESTIMATE OF TAXES \$2,496 **This tax amount is merely an estimate based upon the best information available. You have the right to protest the adjustment in valuation, but not the estimate of taxes, § 39-5-121(1), C.R.S.**

The following property characteristics are for the primary structure or land type. For a complete inventory listing, please visit the Gunnison County Assessor website. Please verify your inventory and contact us if any corrections are needed.

LAND			PRIMARY IMPROVEMENT	
LAND DESCRIPTION	LAND TYPE	ACRES	OCCUPANCY TYPE:	Storage Improvements On Vac
Vacant Res Lots	Vacant	0.53	BUILDING DESCRIPTION:	Storage Improvements On Vac
			CONSTRUCTION QUALITY:	Average
			EXTERIOR CONDITION:	Average
			EFFECTIVE YEAR BUILT:	2020
ELECTRICITY:	To Site		PERCENT COMPLETE:	100%
SEWER:	Central To Site Not Yet Installed		ABOVE GRADE LIVING AREA:	sq ft
WATER:	Domestic To Site Not Yet Installed		BASEMENT:	
SITE ACCESS:	Improved Dirt Or Gravel Road		GARAGE:	
	Year Around Govt Maintained			
OTHER ATTRIBUTES:	Scenic or Above Average Views		TOTAL IMPROVEMENTS ON ACCOUNT:	1
			CONDOMINIUM:	
SUBDIVISION:	Columbine Meadows Subdivision			



VALUATION INFORMATION

Your property was valued as it existed on January 1 of the current year. The value of residential property is based on the market approach to value. For property tax year 2023, the actual value of residential real property is reduced by \$15,000 or the amount that reduces the valuation for assessment to \$1,000. Generally, the value of all other property is based on consideration of the market, cost, and income approaches to value. The actual value of commercial improved real property is reduced by \$30,000 or the amount that reduces valuation for assessment to \$1,000. The appraisal data used to establish value is from the 18-month period ending June 30, 2022. If insufficient data existed during the 18-month data gathering period, data from each preceding six-month period (up to a period of five years preceding June 30, 2022) may be utilized, § 39-1-104(10.2)(a-d), C.R.S.

Most property in Colorado is revalued every odd-numbered year § 39-1-104(10.2)(a), C.R.S. The current assessment rate that applies to each class of property is shown on the front of this form. A change in the assessment rate is not grounds for protest or abatement of taxes, § 39-5-121(1), C.R.S. If you would like information about the approach used to value your property, please contact your county assessor, § 39-5-121(4)(b), C.R.S.

REAL PROPERTY PROTEST PROCEDURES

BY EMAIL: Written appeals submitted by email must be date-stamped by the county server **no later than 11:59pm June 8, 2023**, § 39-5-122(2), C.R.S. Proof of receipt will be sent by return email – save this receipt for your records. We recommend appealing by email for expediency and to conserve resources: assessor@gunnisoncounty.org

BY MAIL: Written appeals must be postmarked **no later than June 8, 2023**, § 39-5-122(2), C.R.S. You may be required to prove that you mailed your appeal on or before the June 8 deadline; therefore, we recommend that you retain proof of mailing.

IN PERSON: You may initiate an appeal by appearing in person at the Assessor’s Office **no later than June 8, 2023**. From May 1 through June 8, the Assessor’s office is open to the public on regular business days between 9am and 4pm. If you wish to speak to an appraiser in addition to providing a written appeal, you may call to set up an appointment: 970-641-1085. Availability of appraiser appointments is limited and will be provided on a first come, first served basis.

TO PRESERVE YOUR APPEAL RIGHTS, YOUR APPEAL MUST BE EITHER POSTMARKED OR RECEIVED BY THE ASSESSOR NO LATER THAN JUNE 8, 2023 – AFTER SUCH DATE, YOUR RIGHT TO APPEAL IS LOST.

If a property owner does not timely object to their property’s valuation by June 8 under section 39-5-122 C.R.S., they may file a request for an abatement under section 39-10-114, C.R.S., by contacting the Assessor’s Office.

In 2023, the Assessor and Board of County Commissioners have elected to use the extended appeal period in accordance with 39-5-122.7, C.R.S. The Assessor must mail you a Notice of Determination **on or before August 15, 2023**. If you disagree with the Assessor’s determination, or if you do not receive a Notice of Determination, you must submit a written appeal to the County Board of Equalization **on or before September 15, 2023** if you wish to continue your appeal, § 39-8-106(1)(a) and (3), C.R.S.

If the date for filing any report, schedule, claim, tax return, statement, remittance, or other document falls on a Saturday, Sunday, or legal holiday, it shall be deemed to have been timely filed if filed on the next business day, § 39-1-120(3), C.R.S.

REAL PROPERTY PROTEST FORM

You may use this form to begin the appeal process; however, written correspondence with the same basic information will suffice. This form is not necessary to be able to appeal and is provided for your convenience.

What is your estimate of the property’s value as of June 30, 2022? \$ _____

For appeals of rent producing commercial property: If your commercial property was leased during the data-gathering period, you must attach an operating statement indicating your income and expense amounts, together with rent roll data as of June 30, 2022 indicating the square footage and rental rate for each tenant-occupied space. **This information is due to the Assessor no later than July 15, 2023**, § 39-5-122(2.5), C.R.S.

What is the basis for your estimate of value or your reason for requesting a review? (Attach additional sheets as necessary and any supporting documentation, i.e., comparable sales, photos, rent roll, appraisal, etc.)

In 2023, the Assessor and Board of County Commissioners have elected to use the extended appeal period in accordance with 39-5-122.7, C.R.S. The Assessor must mail you a Notice of Determination **on or before August 15, 2023**. If you disagree with the Assessor’s determination, or if you do not receive a Notice of Determination, you must submit a written appeal to the County Board of Equalization **on or before September 15, 2023** if you wish to continue your appeal, § 39-8-106(1)(a) and (3), C.R.S.

ATTESTATION AND SIGNATURE OF OWNER OR AGENT*

I, the undersigned owner or agent* of the property identified above (check whichever applies), attest that the statements contained herein and on any attachments hereto are true and complete.

Signature Telephone Number Email Address Date

* If this form is signed by an agent, a current letter of authorization signed by the property owner must be attached.



CERTIFICATE OF OCCUPANCY

This Certificate of Occupancy is hereby granted and certifies that the one-family dwelling with attached garage located and completed at 95 Snowflake Trail, Gunnison, CO, in Gunnison County, for Hector Vasquez, 1313 Ohio Ave, Gunnison, CO 81230 under Permit Number BP-23-00020, in Gunnison County has been inspected and found to be in compliance with the 2015 International Residential Code and land use requirements of the County. An automatic sprinkler system is required and has been provided. Receipt of this certificate shall constitute authority to occupy this one-family dwelling in accordance with the 2015 International Residential Code at the above location on or after the date of execution of this certificate.

DATE: 02/05/2024

Dave Holt

Dave Holt
Gunnison County Building Inspector

Digitally signed by Dave Holt
DN: C=US,
E=dholt@gunnisoncounty.org,
O=Gunnison County, CN=Dave
Holt
Date: 2024.02.05 17:02:27-07'00'

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The 2023 Petition for Abatement is a denial for account R031244.
Address:

Fiscal Impact:

Submitted by: Kate Aldridge

Submitter's Email Address: kaldridge@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 7/12/2024

County Attorney Review:

Required

Not Required

Comments:
Legally sufficient. SO 7/5/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/5/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 7/16/2024

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Gunnison

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 1/29/2024
Month Day Year

Petitioner's Name: Matthew Smith

Petitioner's Mailing Address: 951 Brush Creek Road
Aspen CO 81611
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>29190000029</u>	<u>TRACT 18A-2 RAGGED MOUNTAIN RESERVE SUBDIVISION</u>
<u>R031244</u>	

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2023 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Based on the only other recent sale (acct. R015988 in 2020) at 550k I would maintain that our home is worth significantly less than the current valuation. Our home is significantly less accessible (only summer and via very steep road) than that listed sale and the interior is unfinished plywood.

Petitioner's estimate of value: \$ 600,000 (2023)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

[Signature]
Petitioner's Signature Daytime Phone Number (970) 6181645
Email: mfrancissmith@gmail.com

By _____ Daytime Phone Number (_____)
Agent's Signature*

Printed Name: _____ Email: _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:

Assessor's Recommendation

(For Assessor's Use Only)

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

Table with columns: Tax Year, Actual, Assessed, Tax. Rows: Original, Corrected, Abate/Refund.

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature _____ Date _____
Assessor's or Deputy Assessor's Signature _____ Date _____

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (being present--not present) and

Petitioner _____ (being present--not present), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Table with columns: Year, Assessed Value, Taxes Abate/Refund.

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this ____ day of _____, ____ Month ____ Year.

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature _____ Property Tax Administrator's Signature _____ Date _____

2023 Gunnison County Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2023 Reappraisal.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2023 and 2024 values is June 30, 2022, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The Assessor's Office uses a technique called mass appraisal to establish property values. In mass appraisal, a large set of property sales are analyzed together to determine how characteristics such as location, size, and views influence sales price. Out of this analysis, a mathematical model is developed, which is then used to calculate a market value for all properties of the same type in the same geographic area.

The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	MATTHEW F SMITH & JENNY M CONNERY
Account Number:	R031244
Parcel Number:	2919-000-00-029
Legal Description:	Tract 18A-2, Ragged Mountain Reserve Subdivision
Current Value:	\$896,180

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: MATTHEW F SMITH AND JENNY M CONNERY
951 BRUSH CREEK RD
ASPEN, CO 81611-9613

ACCOUNT #: R031244
PARCEL #: 2919-000-00-029
ECONOMIC AREA: 8



	R031244	R015988	R013791	R041015
ACCOUNT NUMBER:	2919-000-00-029	2919-000-00-026	2917-233-04-050	3503-000-00-019
PARCEL NUMBER:	2050 RAGGED MTN RESERVE ROAD	1901 RAGGED MTN RESERVE ROAD	137 PROSPECTOR TRAIL	4550 FOREST SERVICE ROAD 814
PROPERTY ADDRESS:	MCCLURE PASS AREA	MCCLURE PASS AREA	MARBLE	CRAWFORD AREA
LEGAL DESCRIPTION:	TRACT 18A-2, RAGGED MOUNTAIN RESERVE SUBDIVISION	TRACT 21C, RAGGED MOUNTAIN RESERVE SUBDIVISION	LOTS 17 & 18, MARBLE SKI AREA SUBDIVISION, FILING NO. 4	35 ACRES IN SECTION 13, TOWNSHIP 51N, RANGE 6W
LAND AREA:	40.0 ACRES	40.0 ACRES	0.58 ACRES	35.0 ACRES
ARCHITECTURAL STYLE:	CONVENTIONAL	CABIN	SUMMER SFR	LOG
EFFECTIVE YEAR BUILT:	2018	2001	1996	2001
QUALITY CONSTRUCTION:	FAIR	GOOD	FAIR	FAIR
CONDITION:	VERY GOOD	GOOD	AVERAGE	AVERAGE
RESIDENTIAL SQ FT:	1,395	1,016	1,125	768
FINISHED BASEMENT SQ FT:	0	0	0	768
UNFINISHED BASEMENT SQ FT:	0	468	0	0
GARAGE/SHED SQ FT:	0	0	0	0
EQUIVALENT SQ FT:	1,395	1,110	1,125	1,323

SALE DATE:	8/26/2020	9/11/2020	9/22/2020
SALES PRICE:	\$549,950	\$314,700	\$350,000
TIME ADJUSTED SALES PRICE:	\$895,374	\$512,363	\$569,835
TASP PER EQUIVALENT SQ FT:	\$807	\$455	\$431
COMPARABILITY:	INFERIOR	INFERIOR	INFERIOR

SUBJECT ACCOUNT VALUE: \$896,180

VALUE PER EQUIVALENT SQ FT: \$642

Narrative

The subject property and all examples presented are from economic area eight. All examples presented have off grid solar electricity, like the subject, except for example 1, which has no electricity and example 6 which has a generator. The subject and examples 1, 3 and 5, have water supplied by a spring. Examples 2, 4 and 6 each have a well installed. The subject and all examples have an ISDS septic system in place, except example 1, which has no septic. The subject has a scenic or above average view. Examples 1 and 6 have no view and are situated in heavy tree cover. Examples 2 and 3 have typical or average views. Examples 4 and 5 have a scenic or above average view like the subject. Example 6 is located on Gold Creek. Examples range in value from \$431 psf to \$881 psf, with the subject property at \$642 psf. Based on the examples presented, the Assessor's Office is recommending no change in value.

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: MATTHEW F SMITH AND JENNY M CONNERY
951 BRUSH CREEK RD
ASPEN, CO 81611-9613

ACCOUNT #: R031244
PARCEL #: 2919-000-00-029
ECONOMIC AREA: 8



ACCOUNT NUMBER:
PARCEL NUMBER:
PROPERTY ADDRESS:

	R031244	R013071	R007128	R007460
ACCOUNT NUMBER:	R031244	R013071	R007128	R007460
PARCEL NUMBER:	2919-000-00-029	3253-030-14-001	3525-320-00-049	3253-000-00-003
PROPERTY ADDRESS:	2050 RAGGED MTN RESERVE ROAD	230 7TH ST	9 SILVER BLUFF TRL	5360 COUNTY ROAD 771
LEGAL DESCRIPTION:	MCCLURE PASS AREA	IRWIN	QUARTZ CREEK AREA	QUARTZ CREEK AREA
LAND AREA:	TRACT 18A-2, RAGGED MOUNTAIN RESERVE SUBDIVISION	LOTS 6-13 AND ADJACENT STREETS AND ALLEYS, BLOCK 12, IRWIN	LA RUE LODGE MINING CLAIM, SURVEY #8050, QUARTZ CREEK PROPERTIES SUBDIVISION	MUTUAL NO. 1 & CHRYSOLITE NO. 5 LODGE MINING CLAIMS, SURVEY #18427, GOLD BRICK
ARCHITECTURAL STYLE:	40.0 ACRES	1.733 ACRES	10.331 ACRES	18.690 ACRES
EFFECTIVE YEAR BUILT:	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL	SUMMER SFR
QUALITY CONSTRUCTION:	2018	2015	2016	1998
CONDITION:	FAIR	AVERAGE	GOOD	FAIR PLUS
RESIDENTIAL SQ FT:	VERY GOOD	EXCELLENT	EXCELLENT	AVERAGE
FINISHED BASEMENT SQ FT:	1,395	660	1,051	1,128
UNFINISHED BASEMENT SQ FT:	0	0	0	0
GARAGE/SHED SQ FT:	0	0	1,051	0
EQUIVALENT SQ FT:	1,395	660	1,255	1,128

SALE DATE:
SALES PRICE:
TIME ADJUSTED SALES PRICE:
TASP PER EQUIVALENT SQ FT:
COMPARABILITY:

9/18/2020	10/20/2021	2/26/2022
\$355,000	\$619,000	\$568,000
\$577,976	\$736,920	\$568,000
\$876	\$587	\$504
SIMILAR	SIMILAR	INFERIOR

SUBJECT ACCOUNT VALUE: \$896,180

VALUE PER EQUIVALENT SQ FT: \$642

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing Petition for Abatement or Refund of Taxes;

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Abatement Denials for two accounts. R009456 and R009457.

Fiscal Impact:

Submitted by: Kate Aldridge

Submitter's Email Address: kaldridge@gunnisoncounty.com

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 6/26/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/24/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/24/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 7/16/2024

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: _____

Date Received _____
 (Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: _____
 Month Day Year

Petitioner's Name: MATTHEW BREIDENBAUGH
 Petitioner's Mailing Address: 17903 CAMP COVE DR.
CYPRESS TX 77429
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>3519-000-00-127</u>	<u>40 ACRES IN SECTION 8, TOWNSHIP 51N RANGE 2E</u>
<u>3519-000-00-128</u>	<u>40 ACRES IN SECTION 8, TOWNSHIP 51N RANGE 2E</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2023 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

OVERVALUATION - THIS PROPERTY IS VERY REMOTE. AT THE END OF 4 WHEEL DRIVE ROAD, I BELIEVE THE PREVIOUS YEAR VALUE TO BE A TRUE REPRESENTATION OF ACTUAL VALUE IF SOLD IN CURRENT MARKET.
 Petitioner's estimate of value: \$200,100 (2023) PROPERTY SITS APPROXIMATELY 16 MILES OFF PAVED ROAD.
Value Year
96,700 (2022)

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

[Signature]
 Petitioner's Signature

Daytime Phone Number (713) 248-3175
 Email MATTHEW.BREIDENBAUGH@OUTFOX.COM

By _____ Daytime Phone Number (_____) _____
Agent's Signature*

Printed Name: _____ Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:	Assessor's Recommendation <small>(For Assessor's Use Only)</small>																
	Tax Year _____																
	<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%; text-align: center;"><u>Actual</u></td> <td style="width: 33%; text-align: center;"><u>Assessed</u></td> <td style="width: 33%; text-align: center;"><u>Tax</u></td> </tr> <tr> <td>Original</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Corrected</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Abate/Refund</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>		<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	Original	_____	_____	_____	Corrected	_____	_____	_____	Abate/Refund	_____	_____	_____
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>														
Original	_____	_____	_____														
Corrected	_____	_____	_____														
Abate/Refund	_____	_____	_____														
<input type="checkbox"/> Assessor recommends approval as outlined above.																	
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(1)(D), C.R.S.																	
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (if a protest was filed, please attach a copy of the NOD.)																	
<input type="checkbox"/> Assessor recommends denial for the following reason(s): _____																	
_____ Assessor's or Deputy Assessor's Signature																	

2023 REAL PROPERTY NOTICE OF VALUATION



Kristy McFarland
Gunnison County Assessor
221 N. Wisconsin St., Suite A
Gunnison, CO 81230

Date of Notice: May 1, 2023
Phone: (970) 641-1085
Email: assessor@gunnisoncounty.org
Website: www.gunnisoncounty.org/assessor.html

PROPERTY OWNER			PARCEL NUMBER	
9484*39**G50**1.0215**1/4*****AUTOALL FOR AADC 773 BREIDENBAUGH MATTHEW J 17903 CAMP COVE DR CYPRESS TX 77429-7657 			3519-000-00-127	
ABBREVIATED LEGAL DESCRIPTION				
40 ACRES IN SECTION 8, TOWNSHIP 51N, RANGE 2E				
ACCOUNT NUMBER	TAX YEAR	TAX AREA		
R009456	2023	601		

PROPERTY CLASSIFICATION	ASSESSMENT RATE	PRIOR YEAR ACTUAL VALUE	CURRENT YEAR ACTUAL VALUE	+ OR - CHANGE
Residential	6.765%	200,100	452,480	+252,380
		\$200,100	\$452,480	+\$252,380

The tax bill you receive next January will be based on the current year actual value shown above. If the Senior Citizen or Disabled Veteran Property Tax Exemption has been applied to your residential property, it is not reflected in the current year actual value.

ESTIMATE OF TAXES \$1,485 **This tax amount is merely an estimate based upon the best information available. You have the right to protest the adjustment in valuation, but not the estimate of taxes, § 39-5-121(1), C.R.S.**

The following property characteristics are for the primary structure or land type. For a complete inventory listing, please visit the Gunnison County Assessor website. Please verify your inventory and contact us if any corrections are needed.

LAND			PRIMARY IMPROVEMENT	
LAND DESCRIPTION	LAND TYPE	ACRES	OCCUPANCY TYPE:	Single Family Residential
Single Fam.Res.-Land	Residential	40.00	BUILDING DESCRIPTION:	Conventional
			CONSTRUCTION QUALITY:	Low Plus
			EXTERIOR CONDITION:	Average
			EFFECTIVE YEAR BUILT:	1997
ELECTRICITY:	Not Available		PERCENT COMPLETE:	100%
SEWER:	ISDS Septic System Installed		ABOVE GRADE LIVING AREA:	926 sq ft
WATER:	Spring Installed		BASEMENT:	
SITE ACCESS:	4 X 4 Access Only		GARAGE:	
	Seasonal Privately Maintained			
OTHER ATTRIBUTES:			TOTAL IMPROVEMENTS ON ACCOUNT:	1
	Scenic or Above Average Views		CONDOMINIUM:	
SUBDIVISION:	Gunnison Highlands North			



AUTHORIZATION CODE
GNN-BWX6TMHC

1/2 5484



2023 REAL PROPERTY NOTICE OF VALUATION



Kristy McFarland
 Gunnison County Assessor
 221 N. Wisconsin St., Suite A
 Gunnison, CO 81230

Date of Notice: May 1, 2023
 Phone: (970) 641-1085
 Email: assessor@gunnisoncounty.org
 Website: www.gunnisoncounty.org/assessor.html

PROPERTY OWNER			PARCEL NUMBER	
9484*59**G50**1.0215**34*****AUTOALL FOR AADC 773 BREIDENBAUGH MATTHEW J 17903 CAMP COVE DR CYPRESS TX 77429-7657			3519-000-00-128	
			ABBREVIATED LEGAL DESCRIPTION	
		40 ACRES IN SECTION 8, TOWNSHIP 51N, RANGE 2E		
ACCOUNT NUMBER	TAX YEAR	TAX AREA		
R009457	2023	601		

PROPERTY CLASSIFICATION	ASSESSMENT RATE	PRIOR YEAR ACTUAL VALUE	CURRENT YEAR ACTUAL VALUE	+ OR - CHANGE
Residential	6.765%	96,700	160,000	+63,300
		\$96,700	\$160,000	+\$63,300

The tax bill you receive next January will be based on the current year actual value shown above. If the Senior Citizen or Disabled Veteran Property Tax Exemption has been applied to your residential property, it is not reflected in the current year actual value.

ESTIMATE OF TAXES \$492 This tax amount is merely an estimate based upon the best information available. You have the right to protest the adjustment in valuation, but not the estimate of taxes, § 39-5-121(1), C.R.S.

The following property characteristics are for the primary structure or land type. For a complete inventory listing, please visit the Gunnison County Assessor website. Please verify your inventory and contact us if any corrections are needed.

LAND			PRIMARY IMPROVEMENT	
LAND DESCRIPTION	LAND TYPE	ACRES	OCCUPANCY TYPE:	
Single Fam.Res.-Land	Residential	40.00	BUILDING DESCRIPTION:	
			CONSTRUCTION QUALITY:	
			EXTERIOR CONDITION:	
			EFFECTIVE YEAR BUILT:	
ELECTRICITY:	Not Available		PERCENT COMPLETE:	
SEWER:	ISDS Allowed Not Installed		ABOVE GRADE LIVING AREA:	
WATER:	Not Installed		BASEMENT:	
SITE ACCESS:	Seasonal Govt Maintained		GARAGE:	
OTHER ATTRIBUTES:			TOTAL IMPROVEMENTS ON ACCOUNT:	
			CONDOMINIUM:	
SUBDIVISION:	Gunnison Highlands North			

AUTHORIZATION CODE
GNN-BWX6TMHC



2023 Gunnison County Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2023 Reappraisal.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2023 and 2024 values is June 30, 2022, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

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The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	MATTHEW J BREIDENBAUGH
Account Number:	R009456
Parcel Number:	3159-000-00-127
Legal Description:	40 Acres in Section 8, Township 51N, Range 2E
Current Value:	\$452,480

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: BREIDENBAUGH MATTHEW J
 17903 CAMP COVE DR
 CYPRESS, TX 77429-7657

ACCOUNT #: R009456
PARCEL #: 3519-000-00-127
ECONOMIC AREA: 8



	R009456	R009464	R012340	R041015
ACCOUNT NUMBER:	3519-000-00-127	3519-000-00-138	4049-000-00-075	3503-000-00-019
PARCEL NUMBER:	20000 COUNTY ROAD 743	18222 COUNTY ROAD 743	5302 OSO CREEK RD	4550 FOREST SERVICE ROAD 814
PROPERTY ADDRESS:	GUNNISON HIGHLANDS	GUNNISON HIGHLANDS	WILLOW CREEK DRAINAGE	CRAWFORD AREA
LEGAL DESCRIPTION:	40 ACRES IN SECTION 8, TOWNSHIP 51N, RANGE 2E	40 ACRES IN SECTION 17, TOWNSHIP 51N, RANGE 2E	40 ACRES IN SECTION 36, TOWNSHIP 47N, RANGE 4W	35 ACRES IN SECTION 13, TOWNSHIP 51N, RANGE 6W
LAND ACRES:	40.0	40.0	40.0	35.0
ARCHITECTURAL STYLE:	SUMMER SFR	LOG HOME	CABIN	LOG HOME
EFFECTIVE YEAR BUILT:	1997	2003	1998	2001
CONSTRUCTION QUALITY:	LOW PLUS	AVERAGE	LOW	FAIR
CONDITION:	AVERAGE	AVERAGE	AVERAGE	AVERAGE
RESIDENTIAL SQ FT:	926	2,052	543	768
BASEMENT SQ FT:	0	1,140	0	768
OTHER SQ FT:	0	RES BARN: 1,080 SQ FT	0	0
GARAGE SQ FT:	0	576	0	0
EQUIVALENT SQ FT:	926	2,611	543	1,421

SALE DATE:	9/10/2021	5/28/2021	9/22/2020
SALES PRICE:	\$999,000	\$139,000	\$350,000
TIME ADJUSTED SALES PRICE:	\$1,225,573	\$192,793	\$569,835
LAND VALUE:	\$184,000	\$85,310	\$85,610
IMPROVEMENT PORTION OF TASP:	\$1,041,573	\$107,483	\$484,225
IMPROVEMENT TASP PER EQUIVALENT SQ FT:	\$399	\$198	\$341
COMPARABILITY:	SUPERIOR	INFERIOR	SUPERIOR

CURRENT VALUE:	\$452,480
LAND VALUE:	\$184,000
IMPROVEMENT VALUE:	\$268,480
IMPROVEMENT VALUE PER EQUIVALENT SQ FT:	\$290

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: BREIDENBAUGH MATTHEW J
 17903 CAMP COVE DR
 CYPRESS, TX 77429-7657

ACCOUNT #: R009456
PARCEL #: 3519-000-00-127
ECONOMIC AREA: 8



	R009456	R008089	R071210
ACCOUNT NUMBER:	R009456	R008089	R071210
PARCEL NUMBER:	3519-000-00-127	3527-000-00-006	3689-000-00-068
PROPERTY ADDRESS:	20000 COUNTY ROAD 743	1800 FOREST SERVICE ROAD 765-3C UNIT# 765.3C	FOREST SERVICE ROAD 888 2B
LEGAL DESCRIPTION:	GUNNISON HIGHLANDS	QUARTZ CREEK AREA	WHITE PINE - UPPER TOMICHI
LAND ACRES:	40.0	30.96	9.72
ARCHITECTURAL STYLE:	SUMMER SFR	SUMMER SFR	CABIN
EFFECTIVE YEAR BUILT:	1997	1975	1970
CONSTRUCTION QUALITY:	LOW PLUS	LOW PLUS	LOW PLUS
CONDITION:	AVERAGE	AVERAGE	AVERAGE
RESIDENTIAL SQ FT:	926	1,292	286
BASEMENT SQ FT:	0	0	0
OTHER SQ FT:	0	0	0
GARAGE SQ FT:	0	0	0
EQUIVALENT SQ FT:	926	1,292	286

SALE DATE:	11/22/2021	8/14/2020
SALES PRICE:	\$260,000	\$70,000
TIME ADJUSTED SALES PRICE:	\$300,482	\$113,967
LAND VALUE:	\$76,420	\$43,050
IMPROVEMENT PORTION OF TASP:	\$224,062	\$70,917
IMPROVEMENT TASP PER EQUIVALENT SQ FT:	\$173	\$248
COMPARABILITY:	SIMILAR	INFERIOR

CURRENT VALUE:	\$452,480
LAND VALUE:	\$184,000
IMPROVEMENT VALUE:	\$268,480
IMPROVEMENT VALUE PER EQUIVALENT SQ FT:	\$290

Narrative

Subject property is a Low Plus Quality home located on 40 acres in Gunnison Highlands North. It is designated as a Summer SFR characterizing the difficulty that would be faced in occupying the structure in the winter. The subject and all example properties receive summer road maintenance but require oversnow travel to access in the winter months. Example 1 is far superior to the subject but is located in the same area. It is included to demonstrate that seasonal access properties were still highly desirable. Example 2 is inferior to the subject in quality and size. It also does not have any utilities. The structure on Example 3 is superior in quality, age, and overall size while the land is slightly smaller. Examples 4 and 5 are similar quality but older than the subject. Example 4 is larger while Example 5 is much smaller and also lacks utilities. The analysis of sales indicated that Gunnison Highlands North is one of the more desirable areas of Economic Area 8 in this Reappraisal.

2023 Gunnison County Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2023 Reappraisal.

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The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	MATTHEW J BREIDENBAUGH
Account Number:	R009457
Parcel Number:	3159-000-00-128
Legal Description:	40 Acres in Section 8, Township 51N, Range 2E
Current Value:	\$160,000

ABATEMENT	VACANT LAND SALES EXAMPLES
2023	

Owner: BREIDENBAUGH MATTHEW J
 17903 Camp Cove Dr
 Cypress, TX 77429-7657

Account #: R009457
 Parcel #: 3519-000-00-128
 Economic Area: 8

Property Location: TBD County Road 743
 Legal Description: 40 Acres in Section 8, Township 51N, Range 2E
 Subject Account Value: \$160,000
 Subject Account Type: Vacant

GUNNISON HIGHLANDS NORTH: 80770 **\$4,000 BASE VALUE PER ACRE**

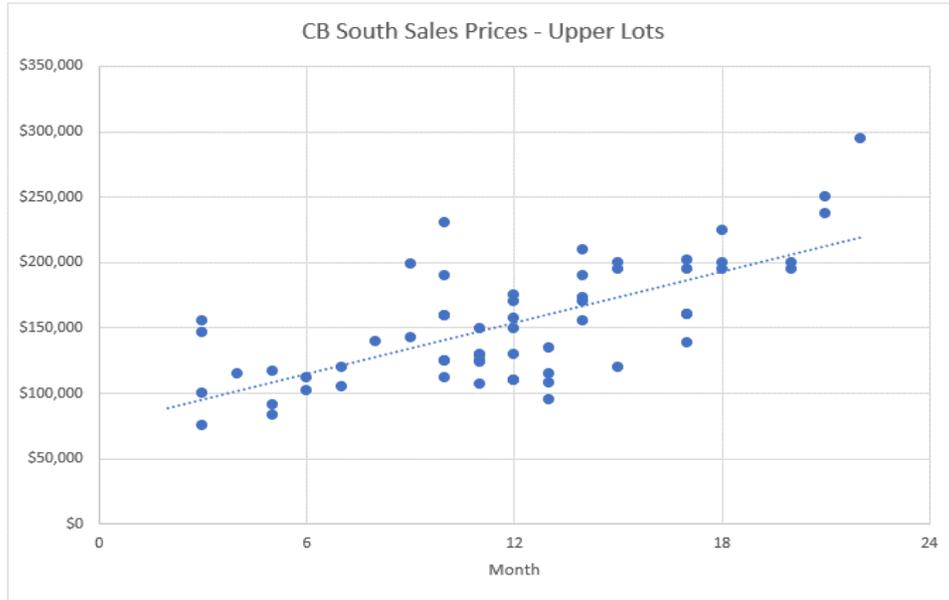
ACCOUNT NUMBER	SALE DATE	ADJUSTED SALE PRICE	TIME ADJUSTED SALE PRICE	ACRES	SITES	TASP PER SITE	PARCEL NUMBER	LEGAL	UNIQUE ATTRIBUTES
R009479	9/23/2020	\$130,000	\$130,000	40.00	1	\$3,250	3519-000-00-050	40 ACRES IN SECTION 29, TOWNSHIP 51N, RANGE 2E	LIMITED VIEWS
R009504	3/15/2018	\$107,000	\$122,408	40.00	1	\$3,060	3519-000-00-140	40 ACRES IN SECTION 20, TOWNSHIP 51N, RANGE 2E	LIMITED VIEWS
R009476	9/14/2017	\$139,000	\$159,016	35.00	1	\$4,543	3519-000-00-046	35 ACRES IN SECTION 20, TOWNSHIP 51N, RANGE 2E	ABOVE AVERAGE VIEWS
R030084	10/2/2019	\$185,000	\$193,880	39.76	1	\$4,876	3519-000-00-119	39.76 ACRES IN SECTION 17, TOWNSHIP 51N, RANGE 2E	ABOVE AVERAGE VIEWS

COMPARABLE LEA:
81050 - FLORESTA TRACTS

*UPWARD ADJUSTMENTS IN THESE LEAS INCLUDE: ABOVE AVERAGE OR OUTSTANDING VIEWS
 DOWNWARD ADJUSTMENTS IN THESE LEAS INCLUDE: LIMITED VIEWS*

Narrative

The subject property is a 40 acre parcel in Gunnison Highlands North. It is a typical lot in size and attributes and is located near the rear of the subdivision. The property has seasonal access like all properties in Gunnison Highlands North. Utilities are allowed but none have been installed.



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Presentation; License for Real Property; U.S. Gove

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Presentation from NOAA

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:

Legally sufficient. SO 7/12/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/12/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/12/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 7/16/2024



U.S. GOVERNMENT LICENSE FOR REAL PROPERTY



DATE OF LICENSE:

LICENSE NO: TBD

This License is made and entered into between:

County of Gunnison

whose address is:

200 E. Virginia Avenue
Gunnison, CO 81230

hereinafter called the "Licensor", and the United States of America, hereinafter called the "Government".

Witnesseth: The parties hereto, for the mutual undertakings of the parties and consideration hereinafter mentioned, covenant and agree as follows:

1. **Premises.** Licensor owns or controls improved land north-east of the Gunnison Observatory at approximately 2418 County Road 38, Gunnison, Colorado 81230 and Gunnison County (the "Property"). Licensor licenses to the Government and the Government licenses from the Licensor a portion of the Property consisting of approximately 5000 square feet of improved land (the "Premises"). The approximate geographic coordinates of the Premises are Latitude 38.511850°, Longitude -106.937321°. Exhibit A further describe the Property and Premises.
2. **Term.** This License begins on September 1, 2024, and ends on August 31, 2034, subject to the termination and other rights as may be hereinafter set forth. The parties may agree to enter into a succeeding ground license after this License ends, with the Government's property (e.g., improvements, equipment) remaining the property of the Government.
3. **Rent and Transfer of Funds.** The Government shall pay the Licensor no monetary consideration in the form of rent. Nothing in this License shall constitute an obligation of the Government to transfer its funds to the Licensor or others.
4. **Termination.** This License is revocable at will by either party. Should this License be revoked prior to the agreed upon expiration date, then, the parties will coordinate the removal of the Government's equipment.
5. **Use.** The Government may use the Premises for any lawful purpose, such as for installing, operating, maintaining, repairing, and replacing its equipment (e.g., for the purpose of installing, operating, and maintaining a Fire Weather Observatory consisting of a 449 MHz wind profiling radar, infrared spectrometer, ceilometer, gas concentration analyzer, mass monitor, cloud and radiation instruments and a 10 meter tall Flux/ MET tower) as may be necessary in order to carry out the Government's mission. The Government shall have the right to make alterations, additions, and improvements to the Premises and Government property as may be necessary in order to carry out the Government's mission.
6. **Utility Connection.** The Government is responsible for funding its connection to the Premises and shall arrange for connection to existing utilities through separate agreements.
7. **Operations, Maintenance & Utilities.** (a) The Government will keep and maintain the Government's equipment in good condition, reasonable wear and tear excepted. (b) The Licensor shall maintain, repair, and keep in good and tenantable condition the Premises, as well as the access to the Premises. (c) The Licensor is not responsible for providing the Government with utilities or any additional services; therefore, the Government shall be responsible for obtaining and paying for its own utilities and additional services.
8. **Taxes and Assessments.** The Government shall not be responsible for the payment of any taxes, assessments, or fees levied on the Property or on the Government's property (e.g., equipment).

U.S. GOVERNMENT LICENSE FOR REAL PROPERTY
DOC NOAA 2020 V1 (DEC)

- 9. Access.** For the duration of this License, and at no cost to the Government, the Licensor is responsible for ensuring the Government, its employees, contractors, subcontractors, licensees and other authorized representatives shall have access (rights of ingress and egress).
- 10. Hazardous Materials.** The Premises shall be free of hazardous materials according to applicable environmental laws and regulations.
- 11. Government Property.** Licensor covenants and agrees that none, nor any part, of the Government's property (e.g., equipment, buildings, fixtures, improvements) placed in, on, upon or affixed to the Premises shall become, or be considered part of, the Premises. The Government's property shall remain the property of the Government, unless disposed of or abandoned by the Government in accordance with applicable federal laws and regulations. Said disposal or abandonment will also need to be coordinated among the parties.
- 12. Authority to License.** Licensor covenants that Licensor's interest in the Property is sufficient to enter into this License and Licensor's signatory has full authority to bind the Licensor to all terms and conditions of this License; the Government may reasonably request evidence of said interest and authority.
- 13. Claims.** For the purposes of this License, the Government is considered to be self-insured. The Government agrees to promptly consider and adjudicate any claims which may arise out of use of the Licensor's Property/Premises by the Government or duly authorized representatives or contractors of the Government and to pay for any damage or injury as may be required by applicable law. Such adjudication may be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq., the Federal Employees' Compensation Act, 5 U.S.C. § 8101 et seq., or such other legal authority as may be pertinent.

14. Correspondence.

Correspondence to the Licensor shall be sent to:	Correspondence to the Government shall be sent to:
Matthew Birnie, County Manager 200 E. Virginia Avenue Gunnison, CO 81230 970.641.0248 (office)	Thomas Ayers NOAA/OAR/PSL 325 Broadway, R/PSL Boulder, CO 80305-3328 303.497.6012 With a copy to: Real Property Contracting Officer NOAA/OCAO/RPMD Western Region 7600 Sand Point Way NE – Building 1 206.526.6422

- 15. Successors Bound.** This License shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.
- 16. Quiet Enjoyment.** Licensor agrees that the Government shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this License, without hindrance from Licensor or anyone claiming rights by, through or under Licensor. In support of the Government's mission of collecting, studying, and reporting on meteorological conditions, the Licensor agrees to share any potential development plans with the Government to avoid damaging any Government improvements including the Government's utility lines, grading and access.
- 17. Exhibits and Attachments.** The following are attached and made a part hereof:
- A. Exhibit "A", Description of the Property and Premises (1 page)
 - B. Exhibit "B", Description of equipment (2 pages)
- 18. Unique Requirements.** None

In Witness Whereof, the parties to this License evidence their agreement to all terms and conditions set forth herein by their signatures below.

LICENSOR: Merced Irrigation District

BY _____
Signature Name (Print), Title, & Date

IN THE PRESENCE OF:

BY _____
Signature Name (Print), Title, & Date

UNITED STATES OF AMERICA:

Signature _____ Thomas E. Ayers / NOAA
Department of Commerce Name (Print)

**NOAA/OAR BIPARTISAN INFRASTRUCTURE LAW (BIL) FIRE WEATHER OBSERVATORY
NEAR THE GUNNISON VALLEY OBSERVATORY, COLORADO**

EXHIBIT "A" TO LICENSE #TBD
DESCRIPTION OF THE PROPERTY AND PREMISES

GUNNISON VALLEY OBSERVATORY:

**Latitude; 38.511850°
Longitude; -106.937321°**

Proposed NOAA Fire Weather
Observatory near the
Gunnison Valley Observatory.

Far View.



Proposed NOAA Fire Weather
Observatory near the
Gunnison Valley Observatory.

Close View.

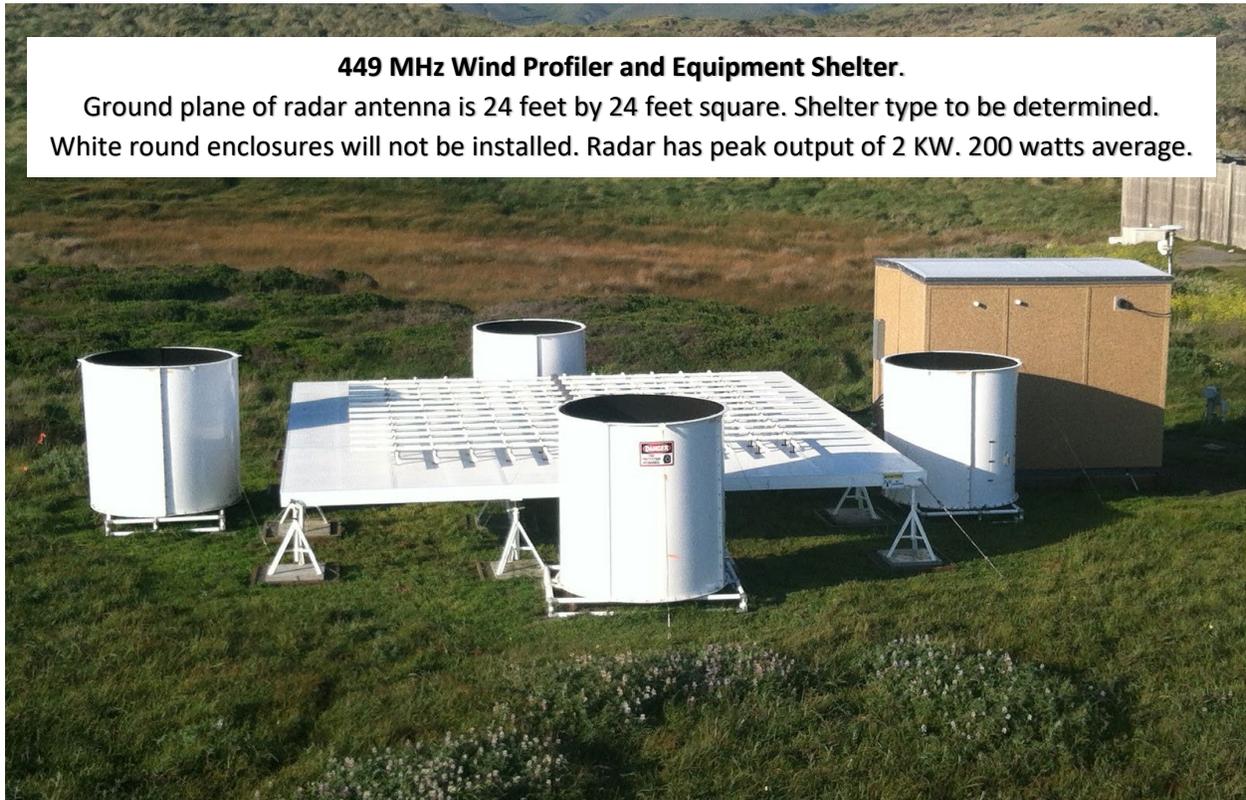


**NOAA/OAR BIPARTISAN INFRASTRUCTURE LAW (BIL) FIRE WEATHER OBSERVATORY
NEAR THE GUNNISON VALLEY OBSERVATORY, COLORADO**

**EXHIBIT "B" TO LEASE #TBD
GOVERNMENT'S EQUIPMENT**

Government's Equipment:

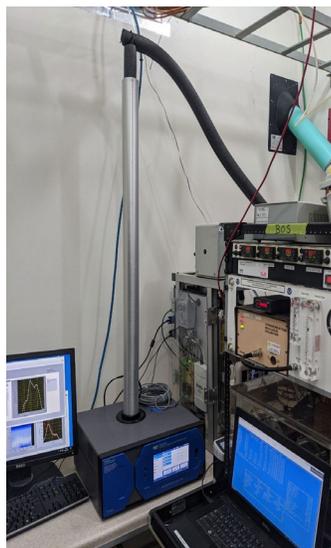
Observation platform consisting of a 449 MHz wind profiling radar, infrared spectrometer, gas concentration analyzer, mass monitor, ceilometer, cloud and radiation instruments and a 10 meter tall Flux/ MET tower.



449 MHz Wind Profiler and Equipment Shelter.
Ground plane of radar antenna is 24 feet by 24 feet square. Shelter type to be determined.
White round enclosures will not be installed. Radar has peak output of 2 KW. 200 watts average.



Infrared Spectrometer. Passive. 5 ft. wide x 2.5 ft. deep, 3.5 ft. AGL



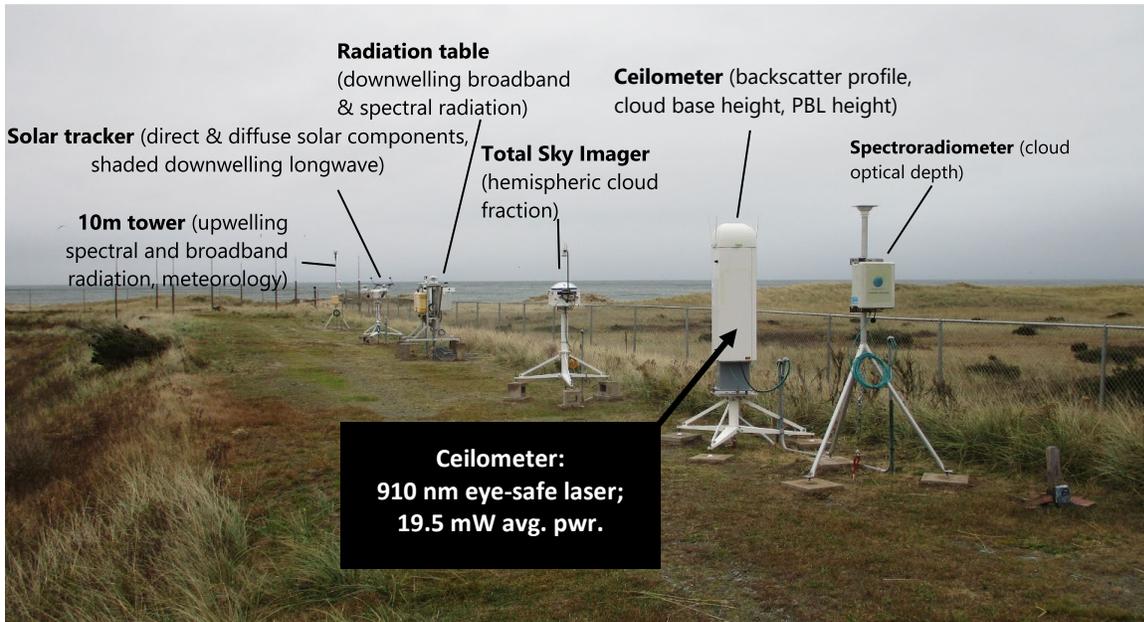
Gas concentration analyzer and mass monitor. Located inside shelter.



10 METER Flux/MET tower.

NOAA/OAR BIPARTISAN INFRASTRUCTURE LAW (BIL) FIRE WEATHER OBSERVATORY
NEAR THE GUNNISON VALLEY OBSERVATORY, COLORADO

**EXHIBIT "B" TO LEASE #TBD
GOVERNMENT'S EQUIPMENT**



Cloud and Radiation instruments. All are passive except Ceilometer.

Optional equipment that could be added for short periods of time during experiments.



Microwave Radiometer. Optional.
Passive. 3 ft. wide x 1.5 ft. deep, 3 ft.



Scanning Doppler Lidar. Optional.
1.548 um eye-safe laser; 1.5 W avg. pwr.
4 ft. wide x 2.5 ft. Deep x 4.5 ft. AGL

FIRE WEATHER OBSERVATORIES



IMPROVING MONITORING IN COMPLEX TERRAIN

Wildland fire is an increasing threat and a year-round occurrence in many areas of the U.S., especially the high plains and Western states, including Alaska.

The dangers associated with wildfire have prompted the National Weather Service to issue red flag warnings on days when the forecast calls for warm temperatures, low humidity, dried fuels (trees, brush, grasses) and strong winds.

The wind near the surface can change rapidly as the daytime boundary layer grows and mixes down stronger winds from aloft. In addition, the complex terrain in mountainous states creates diurnal mountain-valley circulations and downslope windstorms

These areas of the country also lack sufficient observations to make informed decisions about fire weather.

METHODOLOGY

To help fill some of these observing gaps, the Physical Sciences Laboratory (PSL), Global Systems Laboratory (GSL), Global Monitoring Laboratory (GML), and Air Resources Laboratory (ARL) will partner to build **four fixed boundary-layer observation facilities** and **two mobile units** equipped with similar instruments.

These facilities will better characterize the fire weather environment and help to conduct research on the physical processes that contribute to adverse fire weather conditions.

NOAA Research labs share a rich history of observing the boundary layer, surface energy fluxes, atmospheric radiation, and air chemistry. NOAA scientists have published numerous papers demonstrating the benefits of observationally based physical process understanding.

In addition, NOAA scientists have expertise in data assimilation and model development. Thus, they are able to use these observations to improve the numerical weather prediction models that are run by the National Weather Service.

Fixed sites: Four fixed observing sites will be created in the intermountain western U.S. These sites will each be instrumented with:

- a 449-MHz Doppler radar wind profiler;
- an infrared spectrometer for thermodynamic profiling;
- a polarization sensitive ceilometer;
- surface radiation measurements;
- fast-response sonic anemometers and moisture probes measuring the surface turbulent fluxes of heat, water vapor, and momentum;
- standard surface meteorology sensors;
- soil moisture profiles; and
- trace gas/aerosol concentration measurements including PM2.5 and PM10 particulate matter concentrations.

continued >

BY THE NUMBERS

10M Acres burned nationwide in the year 2020, the most on record¹

\$10B+ Amount in damages in 2021 from Western wildfires alone, including the unexpected late December Marshall Fire³
The Marshall Fire destroyed more than 1,000 structures in Boulder County, CO, and surrounding unincorporated areas



\$4.4B

Approx. amount spent to fight wildfires by the U.S. in 2021²
86% increase over the 10-year average

¹ NCEI: www.ncei.noaa.gov/access/monitoring/monthly-report/fire/202013

² NIFC: www.nifc.gov/fire-information/statistics/suppression-costs

³ NOAA: www.climate.gov/news-features/blogs/beyond-data/2021-us-billion-dollar-weather-and-climate-disasters-historical

FIRE WEATHER OBSERVATORIES

These fixed observatories will provide baseline meteorology and air chemistry measurements over four sites with differing climatological conditions and surface characteristics to learn more about the regional processes that lead to increased wildland fire probability and potential fire impacts on human health.

Mobile facilities: Two mobile observing units will be created, with instrumentation similar to that listed above for the fixed sites, except that the large Doppler radar wind profiler is replaced by a much more compact wind profiling Doppler lidar for this application.

Instrumentation for the mobile facilities will be transported in a trailer pulled by a pickup truck. Some of the instruments will be set up outside of the trailer during deployments.

These mobile facilities will be used to monitor atmospheric and terrestrial conditions closer to the fires (natural or prescribed) and can be used, for example, to simultaneously monitor conditions upwind and downwind of active wildfires. They also will augment the fixed sites by providing complementary information around those sites.

UAS: In addition to the above observing facilities, an Uncrewed Aircraft Systems (UAS) capability is being developed that will allow for low-altitude measurements of standard meteorological parameters (wind speed and direction, temperature, humidity and pressure), as well as turbulent fluxes. UAS will also be used for trace

gas studies, aerosol concentrations, and surface characterizations such as albedo and fire front location among others.

The UAS could be deployed in conjunction with the mobile facilities, as well as independently if the mobile facilities are unavailable and/or for other applications. Both fixed-wing and copter platforms are being considered.

DATA SHARING

As much data as possible from the fixed sites, mobile facilities, and UAS will be communicated in near real-time back to data hub(s) in the David Skaggs Research Center in Boulder, Colorado.

These data will be displayed online to monitor instrument health and to share the observations publicly with fire weather forecasters, firefighters, researchers, and other interested parties. Other datasets that require post processing will be made publicly available at the appropriate time.

All datasets will be archived for future public use and to support research objectives.

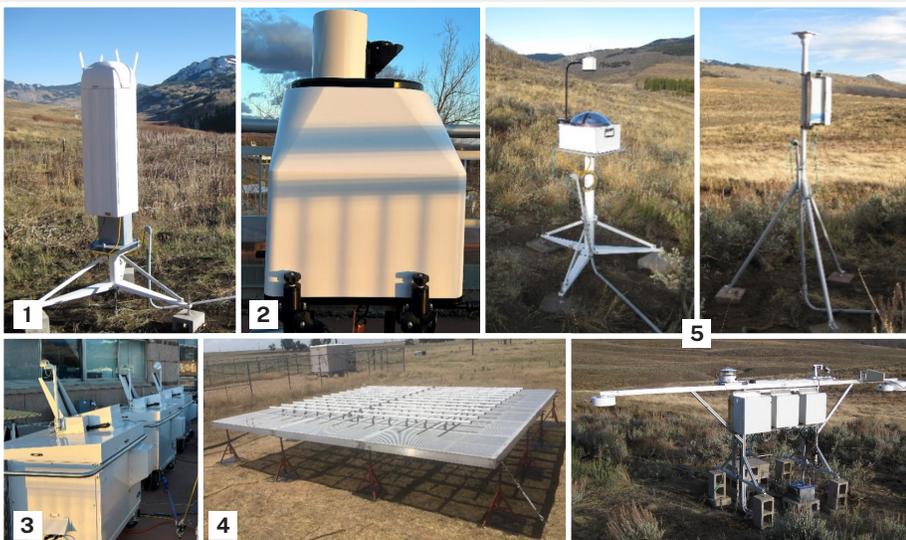
FUNDING

Funding for this work was provided by the FY22 Bipartisan Infrastructure Law (BIL) Provision 15, which according to the law “shall be used for observation and dissemination of infrastructure used for wildfire prediction, detection, and forecasting.”

Visit bit.ly/NOAAWildfireBIL for more funding information.

MEASUREMENT TOOLS

Some of the major instruments in the fixed and mobile fire weather observatories including the laser ceilometer (1), Doppler lidar (2), infrared spectrometers (3), 449-MHz Doppler radar wind profiler (4), and various instruments (5) to measure incoming and outgoing radiation and clouds.



Wildfire photo by Robert Hyatt, NOAA's National Weather Service • Instrument photos by NOAA/GML and NOAA/PSL • Icons by Font Awesome and Adobe Stock

Contact: Allen White • Physical Sciences Laboratory • allen.b.white@noaa.gov

Fixed and Mobile Fire Weather Observatories in the U.S. Intermountain West

Allen White¹, Jim Wilczak¹, Dave Turner², Kathy Lantz³, and Tilden Meyers⁴

¹NOAA Physical Sciences Laboratory, Boulder, Colorado

²NOAA Global Systems Laboratory, Boulder, Colorado

³NOAA Global Monitoring Laboratory, Boulder, Colorado

⁴NOAA Air Resources Laboratory, Boulder, Colorado

Presentation to the Gunnison County Board of Commissioners, 16 July 2024

Wildfire photo by Robert Hyatt, NOAA National Weather Service

Motivation

- 10 M+ acres burned in 2020, the most on record (NCEI)
- \$4.4 B: amount spent on fighting wildfires in the U.S. in 2021 (NIFC)
- \$10 B+: amount of damages in 2021 incurred from wildfires in the Western U.S. alone, including the unexpected late December Marshall fire in CO that destroyed more than 1,000 structures in Boulder County and surrounding unincorporated areas (NOAA)
- The Bipartisan Infrastructure Law (BIL) Provision 15 awarded NOAA \$50 M in FY2022 *“for observation and dissemination of infrastructure used for wildfire prediction, detection, and forecasting”*
- BIL-Provision 15 includes funding to build four fixed and two mobile ground-based fire weather observatories

Science questions

- What role does soil moisture play in the seasonal development of the boundary layer?
- What is the seasonal cycle of the Bowen ratio and how is it affected by location, precipitation, and soil moisture?
- What are the structure and turbulent characteristics of the nocturnal boundary layer and how are these impacted by complex terrain?
- What is the annual cycle of leaf area, NDVI, and canopy conductance and does it vary seasonally? How much does it vary on a year to year basis?
- How coupled are boundary layer heights to surface fluxes? Does this vary seasonally, annually?
- How much does land surface heterogeneity play a role in boundary layer development and variability of boundary layer turbulence statistics?
- How does boundary layer evolution and stability impact the possibility and timing of mixing down higher wind speeds from aloft?
- What are the diurnal wind patterns (surface and aloft) and as a function of season?

Considerations for fixed, ground-based fire-weather sites

- Climate regime - sites should be susceptible to wildfires
- Varying surface land cover characteristics
- Varying levels of topography
- Varying climatological conditions (e.g., CBL height) that pose model challenges
- Varying atmospheric/topographic forcing such as thermally induced flows
- Site infrastructure (electrical power, data communications)
- Proximity to fire weather research groups
- At least one tall-forested site
- Avoid narrow valleys that cannot be adequately represented in current NWP
- Availability of personnel to take care of instrument issues

Candidate sites for fixed, ground-based observatories

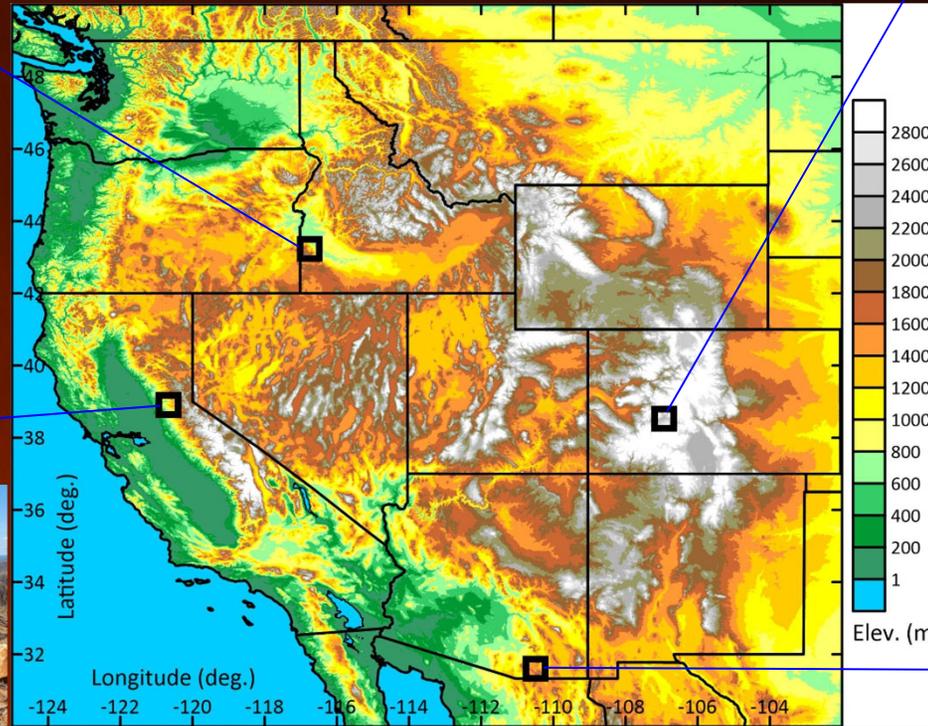
Reynolds Creek
Watershed, ID
USDA



Blodgett Forest, CA
U. Cal. Berkeley



Gunnison, CO
County land near Gunnison
Observatory



Appleton-Whittell
Research Ranch, AZ
Audubon Society

Approximate Proposed Location of NOAA's Fire Weather Observatory



NOAA/OAR Fire Weather Observatory

Stubbs Gulch

Gunnison Valley Observatory

Gunnison Valley Observatory

Gunnison Observatory

Image © 2024 Google

Google Earth

Fixed, ground-based observatory instrumentation

Instrument	Measurements	Samp. Res.	Vertical Res.
449-MHz radar wind profiler	Wind profiles, snow level	30-min., 1 hr	100 m, 200 m
Infrared spectrometer	Temperature and water vapor profiles, cloud properties, PBL height	5-min	Variable; 10 m at the surface, degrading to 2 km above 3 km
Ceilometer	Cloud base height, cloud layers, PBL height, discrimination between spherical and non-spherical scatterers	15-s	10 m
Flux/Met. tower	P, T, RH, wind, solar/infrared radiation, precip., turbulent fluxes of sensible and latent heat/momentum	1-s met, 30-min flux	N/A
Gas concentration analyzer	CO, CO ₂ , CH ₄ , water vapor	50, 150 per day	N/A
Mass monitor	PM1, PM2.5, PM10	10-s to 48 h	N/A

Fixed observatory instrumentation for clouds and radiation

Instrument	Measurements	Samp. Res.
Upward looking broadband pyranometer	Total downwelling solar radiation	1-min
Normal incidence pyrhelimeter	Direct solar irradiance	1-min
Shaded pyranometer	Diffuse solar irradiance	1-min
Downward looking pyranometer	Solar radiation reflected from the surface	1-min
Upward looking pyrgeometer	Downwelling longwave radiation	1-min
Downward looking pyrgeometer	Upwelling longwave radiation	1-min
UVB radiometer	Ultraviolet radiation (290-320 nm)	1-min
Photosynthetically active radiation sensor	Intensity of the waveband active in photosynthesis	1-min
Multi-filter rotating shadowband radiometer	Global and diffuse solar radiation in one broadband and six narrow bands	1-min
Multi-filter radiometer	Upwelling shortwave radiation in one broadband and six narrow bands	1-min
Cloud properties spectroradiometer	Cloud optical depth	1-s
Sky imager	Cloud cover	1-min

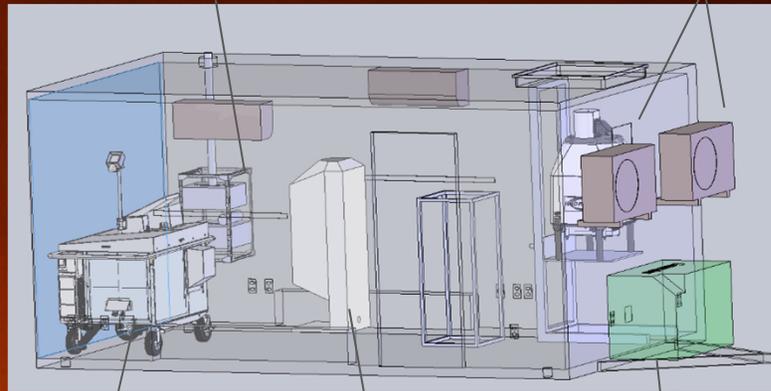
Mobile fire-weather observatory instrumentation

Instrument	Measurements	Samp. Res.	Vertical Res.
Doppler lidar	Wind profiles, turbulence profiles	1-min winds, 60-m turbulence	25 m
Infrared spectrometer	Temperature and water vapor profiles, cloud properties, PBL height	5-min	Variable; 10 m at the surface, degrading to 2 km above 3 km
Ceilometer	Cloud base height, cloud layers, PBL height, Aerosol Layer Height, depolarization ratio	15-s	10 m
Flux/Met. tower	P, T, RH, wind, solar/net radiation, precip., turbulent fluxes of sensible and latent heat/momentum	1-s met, 30-min flux	N/A
Gas concentration analyzer	CO, CO ₂ , CH ₄ , water vapor	50, 150 per day	N/A
Mass monitor	PM1, PM2.5, PM10	10-s to 48 h	N/A
Broadband radiometers	Shortwave and longwave radiation, cloud fraction, net surface radiative cloud forcing	1-min	NA

Mobile fire-weather observatory

Mass monitor
Gas analyzer

Mini-split air
conditioners

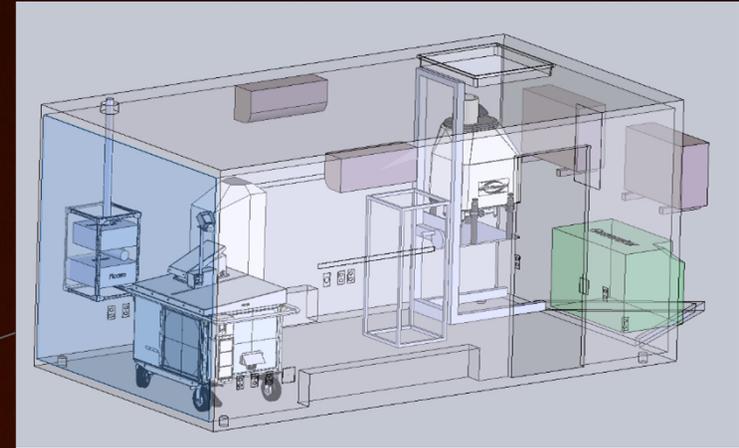


Infrared
spectrometer

Ceilometer

Generator

**Curb-side view with
instruments stowed and
secured for transport**

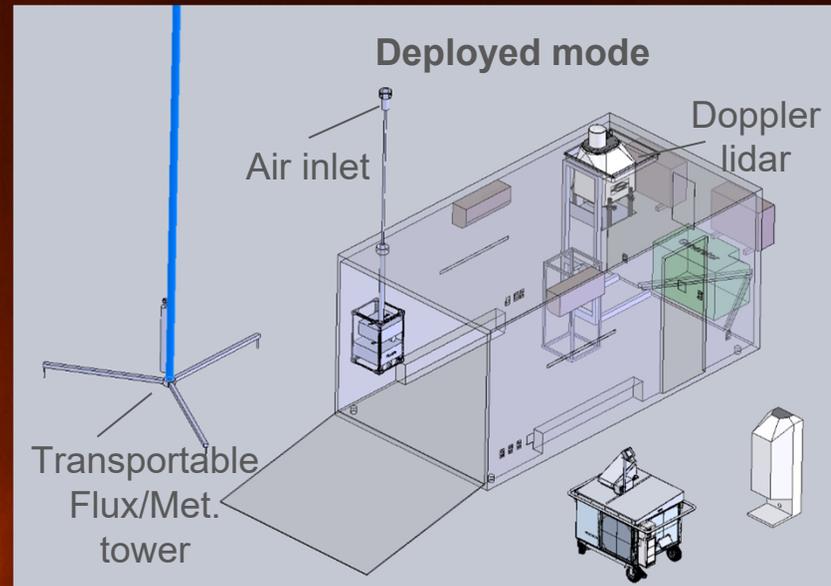


Deployed mode

Air inlet

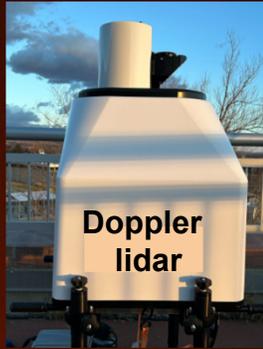
Doppler
lidar

Transportable
Flux/Met.
tower



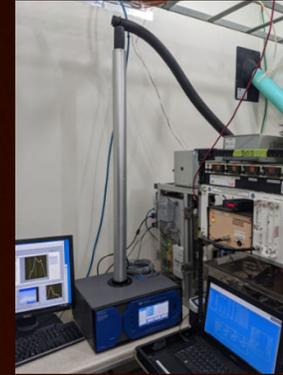


449-MHz radar wind profiler

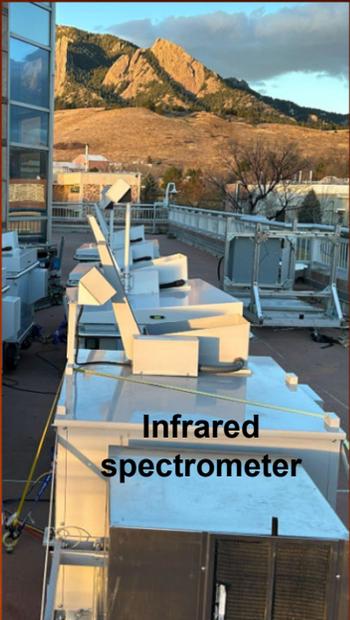


Doppler lidar

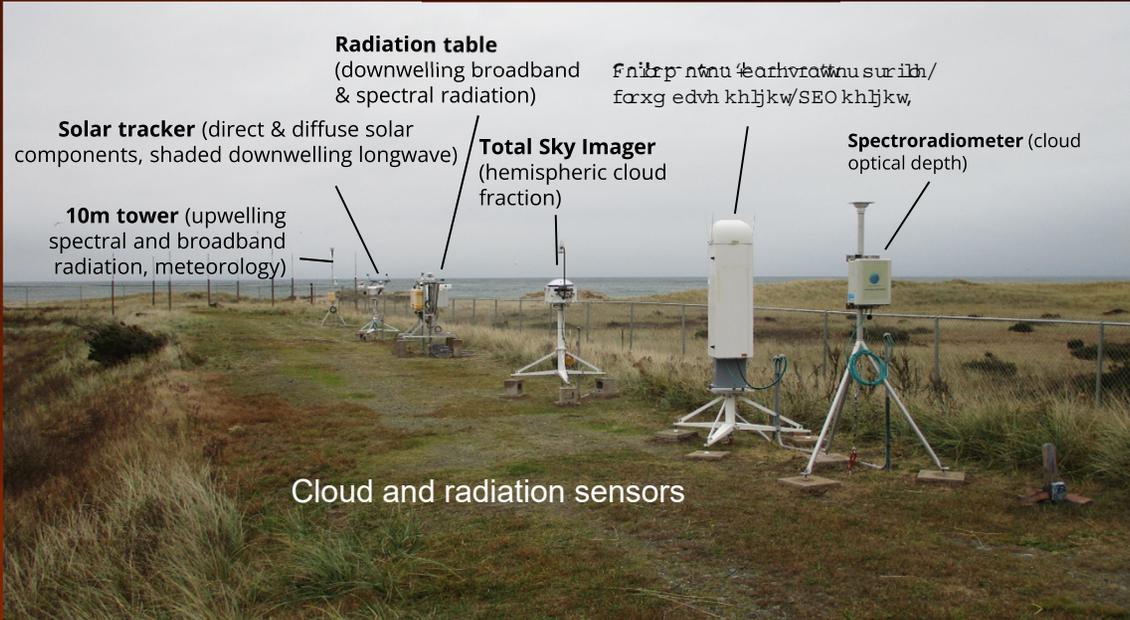
Gas concentration analyzer and mass monitor



Flux/Met. tower



Infrared spectrometer



Cloud and radiation sensors

Radiation table

(downwelling broadband & spectral radiation)

fnjrp ntu earhvwu surikh/
fæxg edvh khjkw/SEO khjkw,

Solar tracker (direct & diffuse solar components, shaded downwelling longwave)

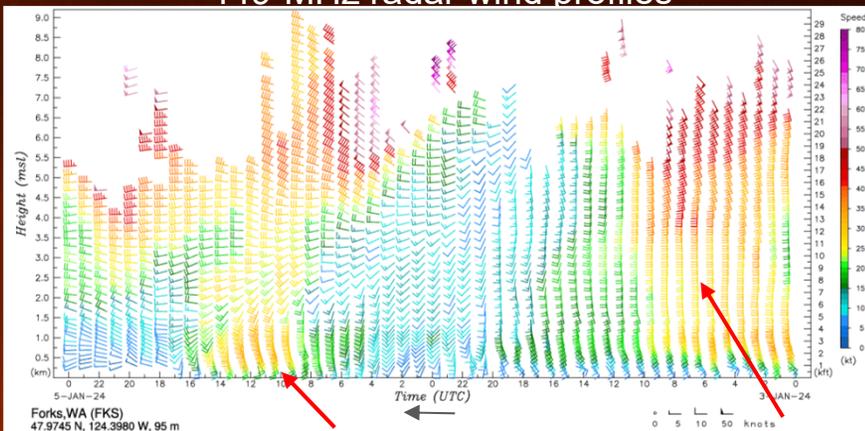
Total Sky Imager (hemispheric cloud fraction)

Spectroradiometer (cloud optical depth)

10m tower (upwelling spectral and broadband radiation, meteorology)

Sample Data and Analysis Products

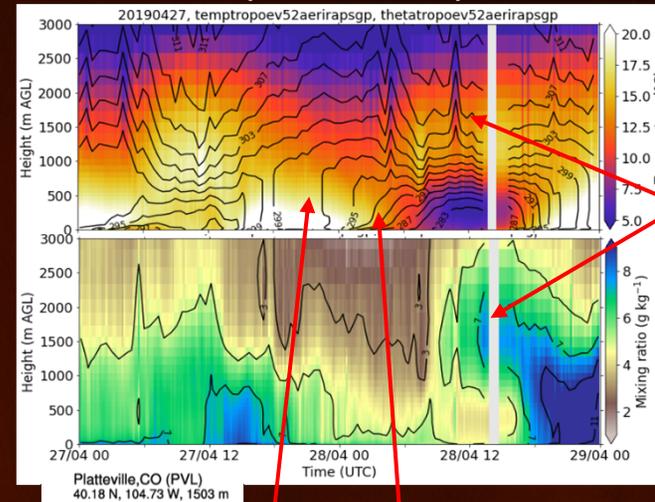
449-MHz radar wind profiles



Low-level jet in advance of Pacific cold front

Higher altitude increased wind speeds available for downward mixing

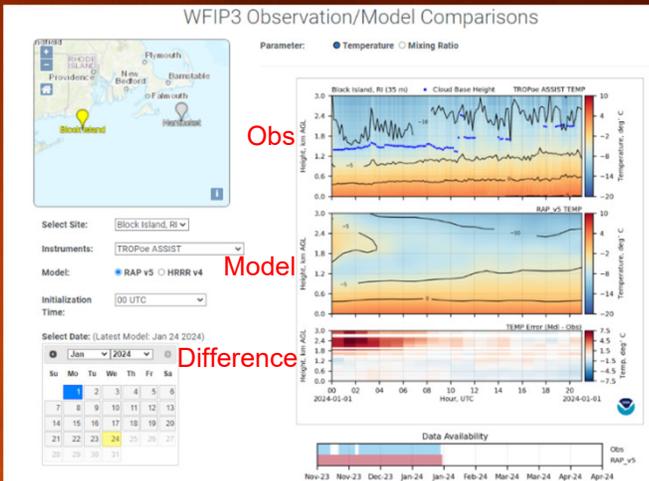
Infrared spectrometer profiles



Convective boundary layer and nocturnal surface inversion

Advection of warm and moist elevated layer

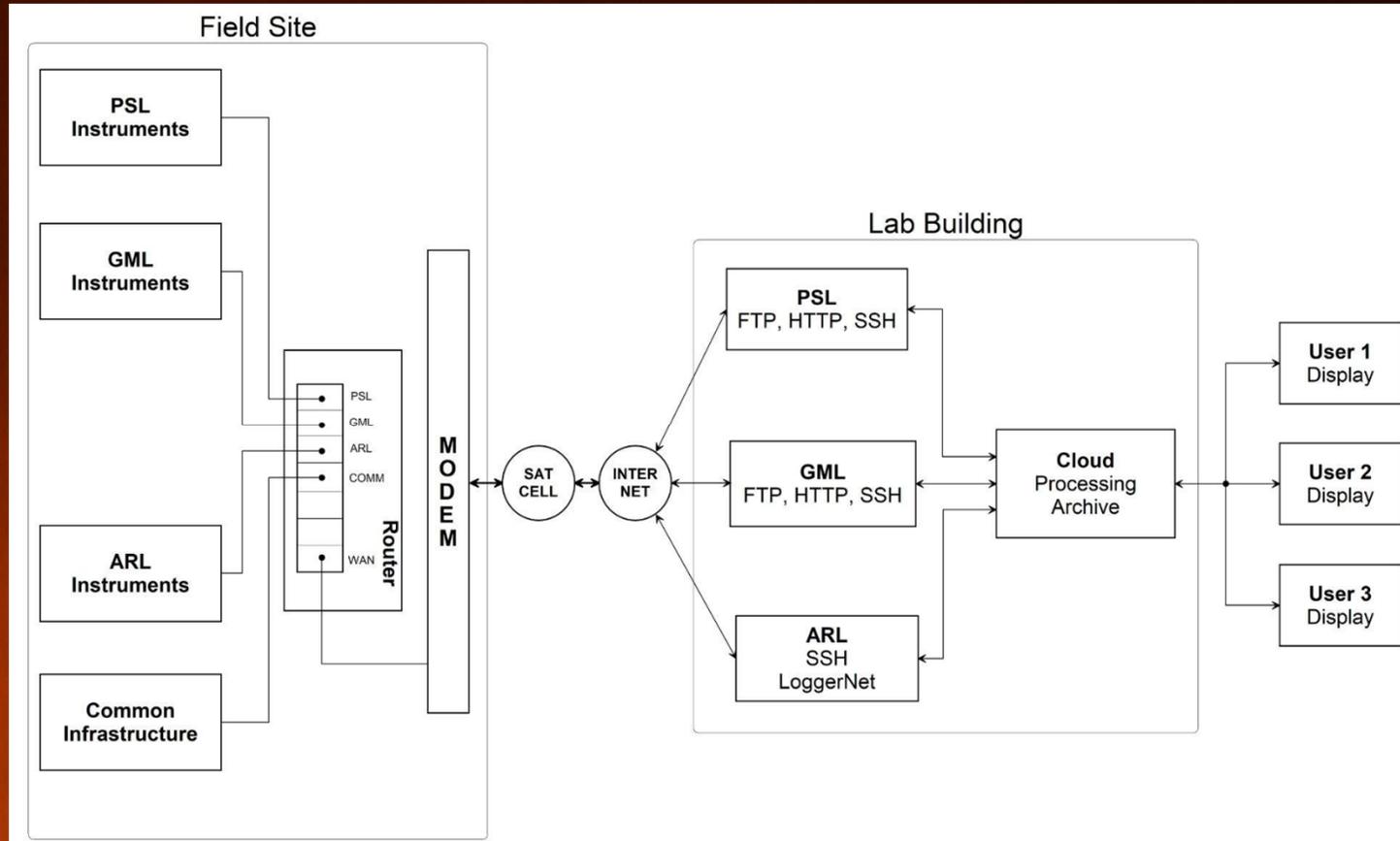
WFIP3 Observation/Model Comparisons



Forecast Evaluation Tool

- Developed for other field campaigns and will be made available for the fire-wx observatories, too
- Near real-time comparisons with RAP and HRRR (other models being added)
- Many different variables from different instruments may be evaluated

Data acquisition and transmission plan



Summary

- BIL Provision 15 includes funding to build four fixed and two mobile ground-based fire weather observatories.
- Candidate sites for the fixed fire weather observatories are in the intermountain western states and have different climate, topographic, and surface land cover characteristics. Most of the instruments have been acquired and real estate permits are in process.
- Specially designed trailers for the mobile fire weather observatories have been ordered. Instrumentation and data acquisition systems will be installed this spring and summer.
- As much data as possible from the fixed and mobile observatories will be transmitted to a data hub in near real time and will be shared with fire fighters, forecasters, incident meteorologists, researchers, and the general public.



Thank You!

105 Vista Lane
Louisville, CO
Dec. 31, 2021