

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, November 18, 2025

Page 1 of 3

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:30 am

- Call to Order; Agenda Review
- Public Hearing; A Resolution Amending the Gunnison County Standards and Specifications for New Roads and Bridges

9:00 am

- Minutes Approval
 1. November 4, 2025 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; 2025-2026 Emergency Management Performance Grant; Colorado Division of Homeland Security & Emergency Management; Emergency Management; 10/1/2025; 6/30/2025; \$299,879.17
 2. Delegation of Authority for Gunnison County Attorney Signature; Stipulation between Plaintiffs and the Board of County Commissioners of the County of Gunnison, State of Colorado; 2025CV30047
 3. Amendment to Lexis+ Subscription Agreement with Agreement Addendum; LexisNexis; Attorney's Office; 1/1/2026 to 12/31/2026; \$4,776
 4. Award Letter; Boettcher Catalyst Grant; Juvenile Services; \$5,000
 5. Intergovernmental Agreement to Disburse Colorado Opioid Abatement Council Grant Funds; Board of County Commissioners of Ouray County; Juvenile Services; 11/18/2025 to 12/31/2026; \$26,000

9:05 am

- Food Boxes Update; Request for Funds
- Employee Donation Matching Funds Request

9:15 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2024; R003030; Parcel No. 3255-031-25-011; Lots 23 & 24, Block 4, Crested Butte; Harry Miller IV

9:30 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R040008; Parcel No. 3255-031-08-003; Tract 3, Saya Subdivision; Rocking B Retreat LLC

9:45 am

- Gunnison Valley Land Preservation Fund Grant Agreement; Gunnison Ranchland Conservation Legacy; Buck Creek Ranch Conservation Easement Project; \$118,340

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:

9:55 am

*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 prior to the meeting.*

GUNNISON COUNTY BOARD OF COMMISSIONERS
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Page 2 of 3

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

- Call to Order
- 2025 Abstract of Assessment Affidavit
- Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

10:00 am

- Call to Order
- Tourism and Prosperity Partnership Board (TAPP); Crested Butte Mountain Resort Representative Nomination; Andrea Kullhem
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (CONT'D):

10:15 am

- Break

10:20 am

- Land Use Change Applications:
 1. Townhome Plat; LUC-25-00023; Brush Creek Townhome Plat Phase 2
 2. Boundary Line Adjustment; LUC-25-00028; David Cook
 3. Boundary Line Adjustment; LUC-23-00032; Discount Storage

10:25 am

- Resolution; Designating the Gunnison Area as a Special Area and Adopting the Gunnison Area Plan and Special Area Regulations
- Coordinated Comprehensive Development Intergovernmental Agreement for the Municipal Area of Influence of the Gunnison Area Plan; City of Gunnison

11:25 am

- Vouchers and Transfers
 1. October 2025 Voucher Report
 2. October 2025 Cash Transfer Report
 3. October 2025 Purchase Card Report
- Treasurer's Report
- 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

BREAK FOR LUNCH

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GUNNISON COUNTY BOARD OF COMMISSIONERS
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(REMOTE OPTION BELOW)

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

1:00 pm

- 2026 Gunnison County Budget

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://gunnisoncounty-org.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: Public Hearing; A Resolution Amending the Gunnison

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

A public hearing seeking a resolution to amend the Gunnison County Standards And Specifications For New Roads And Bridges.

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. Reminder that BOCC will need to follow public hearing protocol, but this is legislative not quasi-judicial act so BOCC need not be concerned by alleged ex parte communications. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/13/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 30

Agenda Date: 11/18/2025

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

RESOLUTION NO. 2025-__

**A RESOLUTION AMENDING THE *GUNNISON COUNTY STANDARDS AND SPECIFICATIONS FOR NEW
ROADS AND BRIDGES***

WHEREAS, pursuant to the *Gunnison County Standards And Specifications For New Roads And Bridges* ("the *Standards*"), Section 1.7, details the public hearing process for Board of County Commissioner action on proposed amendments to the *Standards*; and

WHEREAS, August 26th 2025 and September 2nd, 2025 the Board of County Commissioners met and discussed the proposed amendments; and

WHEREAS, pursuant to Section 1.7, the Assistant County Manager for Public Works has initiated and completed presentation of the proposed amendments to the Board; and

WHEREAS, the Board of County Commissioners has conducted a duly noticed public hearing on these proposed amendments on November 18th 2025;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Gunnison County, Colorado that the Board hereby adopts the following amendments, as modified per the public hearing on November 18th, 2025 of the *Gunnison County Standards And Specifications For New Roads And Bridges* as included on the attached "Attachment A."

INTRODUCED by Commissioner _____ seconded by Commissioner _____ and adopted on this 18th day of November 2025.

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

By: Laura Puckett Daniels, Chairperson

By: Elizabeth Smith, Commissioner

By: Jonathan Houck, Commissioner

Attest: _____
Deputy County Clerk

**GUNNISON COUNTY
STANDARDS AND SPECIFICATIONS
FOR
ROADS AND BRIDGES**

Adopted October 22, 1991
Amended March 2, 1993
Amended May 28, 1996
Amended June 3, 1997
Amended June 20, 1997
Amended May 7, 2002
Amended May 20, 2008
Amended June 9, 2020
Amended November 18, 2026

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SECTION 1

GENERAL PROVISIONS

1.1 Title

This document (as it may be amended by the Board of County Commissioners) shall be known as the "Gunnison County Standards and Specifications for Roads and Bridges" and will be referred to herein as "these Standards and Specifications."

1.2 Purpose

The purpose of these Standards and Specifications is to provide for the uniform planning, design, construction, maintenance, and permitting of roads and related facilities and/or improvements to roads and related facilities in Gunnison County, and further, to provide for the administration of the Gunnison County Road System and other roads under the jurisdiction of Gunnison County in a manner consistent with applicable federal, state and local statutes, ordinances and regulations. These Standards and Specifications identify the minimum standard or specification necessary to achieve public safety, functional effectiveness, ease of maintenance, pleasing appearance, and to address environmental concerns.

1.3 Permit Required

Unless otherwise expressly excepted by these Standards and Specifications, no person shall engage in, cause or allow any construction of, or work on, in, or over any road under the jurisdiction of Gunnison County or approved by Gunnison County unless that person has first obtained each appropriate permit required by Gunnison County. If such activity has begun before issuance of such permit(s), no permit shall be issued until the applicant ceases the activity, remedies any damage caused, and complies with all enforcement actions taken by Gunnison County. The following permits are required as appropriate according to the anticipated work:

- A. Rights-of-way Work Permit (see Section 6.2)
- B. Access Permit (see Section 6.3)
- C. Oversize/Overweight Permits (see Section 6.4)
- D. Snow Management Permit (see Section 6.5)
- E. Rights-of-way Encroachment Permit (see Section 6.6)
- F. Parking Permit (see Section 6.7)
- G. Reclamation Permit for Revegetation and Noxious Weed Control (see Section 6.8)
- H. Any permit required by any governmental or other agency that applies to the work in question.

In order to compensate the County for the cost of reviewing and processing permits, each applicant shall pay the fees, as shown in a schedule of fees charged for permits issued by the Public Works Department, adopted and amended from time to time by the Board. The fee schedule (Exhibit A) is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

1.4 Scope and Application

These Standards and Specifications apply to County, public, and private roads, accesses and trails within the jurisdiction of Gunnison County.

1.5 Partial Exemptions

The following are partially exempt from the requirements of these Standards and Specifications:

- A. Agricultural (as defined by the Gunnison County Land Use Resolution in Section 2-102) roads are exempt from these Standards and Specifications except that they require access permits as set forth herein. (see Section 4.5 and Section 6.3) Residential accesses to agricultural operations are not exempt from these Standards and Specifications.

1.6 Authority

It is the intent of the Board in adopting and enforcing these Standards and Specifications to fully exercise all authority and power conferred on it by, and to rely on, Colorado law including but not limited to C.R.S. § 43-1-101 et. seq., 43-2-101 et. seq. and 30-11-107 (1)(h); 30-15-401.

C.R.S. Title 42, Article 4 authorizes the Board to regulate traffic on County roads and public roads under County jurisdiction. C.R.S. Title 42, Article, 4, and Title 43, Article 2 also authorizes local governments to regulate vehicular access to or from any public highway under their respective jurisdiction to or from property adjoining such highway in order to protect the public health, safety and welfare, to maintain smooth traffic flow, to maintain highway rights-of-way and to protect the functional levels of public highways. Colorado law, including but not limited to C.R.S. § 43-5-301 et. seq. prohibits anyone from obstructing a highway. The Board of County Commissioners, the Public Works Director, or the Public Works Director's designee, is authorized to interpret and enforce these standards.

1.7 Amendments

These Standards and Specifications may be amended or repealed, in whole or in part, by the Board.

1.8 Severability

If any section, clause, provision, or portion of these Standards and Specifications should be found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such determination shall not affect the validity of these Standards and Specifications as a whole or

any part of these Standards and Specifications other than the part determined to be unconstitutional or invalid. Nor will such a finding affect the validity of any permit previously issued, financial security previously accepted, or action previously taken by the County, except as specifically adjudicated by a court of competent jurisdiction.

1.9 Waiver

- A.** No waiver of these Standards and Specifications shall be valid unless approved as set forth in this section.
- B.** Only the Board may approve a waiver of these Standards and Specifications, except that the Director of Public Works has authority to waive these Standards and Specifications for an access or for a minor extension of an existing road; though the Director may refer any such waivers to the Board. The Board or the Director of Public Works may place special conditions on the approval of a waiver. Such conditions may include but are not necessarily limited to:
 - 1. Seasonality of use;
 - 2. Number of structures;
 - 3. Size of structures;
 - 4. Type of use;
 - 5. Geography;
 - 6. Existence or installation of public utilities; and
 - 7. Risk to emergency services personnel.
- C.** All waivers shall be project specific and shall not establish a precedent for any other proposed waiver.
- D.** No waiver shall be granted:
 - 1. Unless and until all related fees and costs have been paid to Gunnison County.
 - 2. If the applicant is in violation of any Gunnison County rule or regulation, including but not limited to the Gunnison County Building Code, the Gunnison County Onsite Wastewater Treatment System regulations, and the Gunnison County Land Use Resolution.
- E.** A request for a waiver must be applied for in writing and identify the following:
 - 1. The name, address, and telephone number of the applicant;
 - 2. Identification of the subject property, proposed site improvements, expected use, and public road access point;

3. A specific description of the requested waiver (including relevant information and proposed access construction plans);
 4. A detailed explanation of why the proposed waiver is warranted by site specific conditions which create an unusual aspect or feature not shared by property in general; and
 5. A detailed explanation of why the proposed waiver:
 - a. Would not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic;
 - b. Would not adversely affect health or safety;
 - c. Would not cause substantial injury to the owner or occupant of adjacent land(s);
 - d. Would not cause substantial injury to the environment; and
 - e. Would provide the functional intent of these Standards and Specifications.
 6. Any other information required by the Board or Director of Public Works (e.g. physical survey, engineered plans).
- F.** The determination of whether an application is complete lies within the sole discretion of the Director of Public Works.
- G.** No public meeting is required for a determination of a waiver by the Director of Public Works, except that the applicant for such waiver may appeal the Director's determination to the Board by submitting a written appeal to the Director of Public Works within fourteen (14) days of the Director's decision. The Board may accept or decline to hear such appeal at its discretion. Should it accept such appeal, the Board will decide the application for waiver *de novo* under the procedures set forth in Paragraphs H through J.
- H.** After receipt by the Board of a complete application for waiver or an appeal set forth in Section 1.9, the Board shall set a date, time and place for a public meeting on that petition. The applicant shall publish, at a minimum, notice of such meeting once a week, for the two consecutive weeks immediately before the meeting. The applicant for the waiver must notify all property owners adjacent to the property on which the waiver applies no later than fourteen days before the meeting, by mailing to each of them, by certified mail, return receipt requested, a complete copy of the request for a waiver and a copy of the notice of the public meeting; the applicant must provide proof of such notification to the Director of Public Works at least seven (7) days prior to the public meeting.

- I.** The Board, or if applicable, the Director of Public Works, may grant a waiver in its discretion pursuant to this Section (1.9). In deciding whether to grant a waiver, the Board or the Director of Public Works should consider the following factors:
1. The waiver is warranted by site specific conditions which create an unusual aspect or feature not shared by property in general;
 2. The waiver will not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic;
 3. The waiver will not adversely affect public, health, safety or welfare;
 4. The waiver will not cause substantial injury to the owner or occupant of adjacent land(s);
 5. The waiver will not cause substantial injury to the environment;
 6. The waiver is not otherwise prohibited by or inconsistent with any other Gunnison County rule or regulation, including but not limited to the Gunnison County building code, the Gunnison County Onsite Wastewater Treatment System regulations, and the Gunnison County Land Use Resolution; and
 7. Granting the waiver would be consistent with the purpose and spirit of these Standards and Specifications.
- J.** The Board may deny a waiver orally but shall state on the record its findings under Paragraph I above. The Board may grant a waiver only through written instrument, which shall be duly recorded with the Gunnison County Clerk and Recorder and in the chain of title for the property(s) on which the waiver applies. Any costs of recording shall be borne solely by the applicant. Such approval shall include the findings of the Board under Paragraph I above and any conditions imposed pursuant to Paragraph I above.
- K.** The Public Works Director shall grant or deny a waiver application in writing, setting forth the Director's finding for grant or denial of a waiver under Paragraph G above and, if granted, any condition imposed. The written statement of the Public Works Director granting a waiver shall be provided to the applicant, who shall record such statement in the chain of title for the property(s) on which the waiver applies.
- L.** An application for a waiver may be considered concurrently with other applications under the Gunnison County Land Use Resolution unless the Public Works Director concludes in their discretion that there is or will be significant public concern, in which case the waiver shall be considered first.
- M.** The applicant must prepay the cost of processing the waiver application as identified in the Schedule of Fees (Exhibit A).

SECTION 2

ADMINISTRATION

2.1 Road Systems

The road system in Gunnison County consists of federal highways, state highways, county roads, city streets and alleys, town streets and alleys, other public roads and private roads, lanes, accesses, and trails over fifty (50) inches wide or trails that intersect with other roads, lanes, accesses, or trails covered by this document. The defined road system does not indicate acceptance of any road by the County. Acceptance of a road for County maintenance requires affirmative action by resolution by the Board.

A. The Colorado State Highway System

1. The Colorado State Highway System in Gunnison County is administered by the Colorado Department of Transportation under the direction of the Executive Director and the State Highway Commission. The Colorado Department of Transportation has full responsibility for the construction and maintenance of all Colorado state highways within the unincorporated areas of Gunnison County. Within incorporated areas, maintenance responsibilities may be assumed by a municipality under a maintenance agreement. The placement of traffic control signs on all County roads at an intersection with a state highway is under the jurisdiction of the Colorado Department of Transportation.
2. Access to the Colorado State Highway System in Gunnison County is administered by the Colorado Department of Transportation through the State Highway Access Code, any access control plan adopted by the Board, and/or other applicable regulations.
3. **NOTE:** The portion of the access from the edge of CDOT rights-of-way to the building footprint must comply with the access requirements in Section 4.5 and Section 6.3.
4. Planning for state highways is conducted by the Colorado Department of Transportation in cooperation with the county, local municipalities, and other agencies.

B. The County Road System

The State of Colorado, by statute, authorizes the Board to administer the County Road System, including but not limited to planning, design, construction, maintenance, and traffic regulation of County, public, and private roads under County jurisdiction.

1. The Gunnison County Road Map

Pursuant to C.R.S. § 43-2-110(1)(a), a Gunnison County Road Maintenance Map has been adopted by the Board of County Commissioners. This map shall be updated

periodically to reflect additions, deletions, and alterations to the primary road system in the County. Copies of the County Road Map shall be available online. Nothing in these Standards shall be construed as the Board of County Commissioners assuming responsibility for any road not expressly and unambiguously displayed on the County Road Map as a numbered primary County road.

2. Road Administration

The Board shall determine the standards, policies, practices and priorities of the County as to County roads and public and private roads under County jurisdiction. The Board shall develop planning, design and construction standards, and regulate, inspect and enforce activity conducted pursuant to such standards.

- a. At the Board's discretion and subject to available manpower and resources, the County Public Works Department is responsible for the maintenance, repair, and improvement of certain designated County roads and bridges, and the inspection and regulation of utilities and access points in County rights-of-way.
 - b. County Maintenance. Consistent with applicable law, Gunnison County shall maintain or contract for maintenance of all roads for which the County receives gas tax monies pursuant to Highway User Tax Fund reporting. Nothing in these Standards and Specifications creates or shall be construed to create any specific obligation of Gunnison County to maintain, or to allow private maintenance of, any road or portion of a road; the location, quantity, quality, and frequency of such maintenance shall be in the sole discretion of the Board.
 - c. County Snowplowing. Nothing in these Standards and Specifications or any prior policy or practice of Gunnison County creates or shall be construed to create any obligation of Gunnison County to snowplow, or to allow private snowplowing, of any road or portion of a road; the location, quantity, quality, and frequency of such snowplowing shall be in the sole discretion of the Board.
3. Nothing in these Standards and Specifications shall be construed to apply to the County Road System except 1) to the extent required by other law or regulation, and 2) as expressly provided in these Standards and Specifications.

C. Municipal Streets

Each municipality in the County should have a street system that consists of streets open to and used by the public.

D. Mixed Jurisdiction

Situations arise in which both the County and a municipality or other government entity have ownership and/or jurisdiction over portions of the same road (e.g., a municipality annexes to the centerline of a County road.) The standards applicable in each such

situation shall be determined on a case-by-case basis by the governing authorities and shall be reduced to a binding written instrument. To reduce jurisdictional problems, municipalities shall annex full width roads when annexing areas. Absent express direction from the Board or pursuant to a duly executed intergovernmental agreement, Gunnison County will not normally assume the financial or operational responsibility of winter or summer maintenance of any road or portion of road within the jurisdiction or service area of any other federal, state or local government entity, including but not limited to special districts, municipalities, the United States Forest Service, the Bureau of Land Management, the National Park Service, the Colorado Department of Transportation, the Colorado State Lands Board, and counties adjacent to Gunnison County.

E. Other Public Roads

C.R.S., §§43-2-201, as amended, determines what are public roads or highways in Colorado. Public roads are not County roads except as provided by Section 2.1(B) of these Standards and Specifications. Public roads shall comply with these Standards and Specifications in order to provide predictable, consistent, and safe roads for users. In order to provide predictable, consistent and safe roads, public roads must comply with the Manual for Uniform Traffic Control Devices for all road signage.

F. Private Roads

Gunnison County assumes no maintenance responsibility on private roads, and does not regulate utilities on private roads. The use of the private roads for emergency services, postal delivery, or school transport shall be arranged by the owner with the appropriate governmental entity. Private roads shall comply with these Standards and Specifications in order to provide predictable, consistent, and safe roads for users. In order to provide predictable, consistent and safe roads, private roads must comply with the Manual for Uniform Traffic Control Devices for all road signage.

2.2 County System Regulations

A. Traffic Control Devices

No person shall install a traffic control device on a County road or public road under County jurisdiction without prior written permission from Gunnison County; all traffic control devices installed on County roads or public roads under County jurisdiction shall conform to the latest edition of the Manual on Uniform Traffic Control Devices, published by U.S. Department of Transportation, Federal Highway Administration, as edited and accepted by the State of Colorado, and as amended. Said manuals will be available for review at the County Public Works Department. The County Public Works Department may conduct accident studies, traffic analysis, traffic control studies, or any other engineering studies required by state law or by the Manual on Uniform Traffic Control Devices which are prerequisite for the installation of traffic control devices on roads. The cost of obtaining such information shall be borne in whole or in part by the project proponent as reasonably determined by the Director of Public Works.

If the need for such device is caused by traffic resulting from a development as demonstrated by a traffic study, the cost of such device and such study be borne in whole or in part by the project proponent, except where the project proponent is the County, in which case such study and such device are not required by these Standards and Specifications (though such device may be required by state or federal law or regulation).

B. Cooperation with Other Entities

To the extent reasonably practicable, the County Public Works Department, and other officials of Gunnison County, should seek the cooperation of law enforcement officials and federal, state and local governments in administering the provisions of these Standards and Specifications, and in developing ways and means to improve traffic conditions.

2.3 Enforcement

These Standards and Specifications shall be enforced in accordance with the requirements of Federal and Colorado law and as provided herein. Each enforcement remedy can be invoked by Gunnison County independently or in conjunction with any or all of the other enforcement remedies. The Director of Public Works and their designees are each individually and collectively charged with and authorized to enforce all the requirements of these Standards and Specifications.

A. Notification To Correct Violation

When a County official, employee, agent or attorney charged with enforcement of these Standards and Specifications has reasonable cause to believe that any activity is being conducted or any condition exists which is contrary to or in violation of these Standards and Specifications, or any permit issued pursuant to them, the Director shall give written notice to the responsible person. The notification shall state which requirements are being violated, shall state the conditions that are to be satisfied for compliance, and shall state that the violator shall correct the violation within thirty (30) days, or sooner, of receipt of the notification, unless otherwise determined by the Director. Such written notification is cumulative to, and not a prerequisite to, any other enforcement remedies available to Gunnison County. The Director shall issue a written compliance letter only if the activity or condition that is the basis for the notice has been remedied and any required reclamation work has been completed.

B. Stop Order

When a person charged with enforcement of these Standards and Specifications has reasonable cause to believe that any activity is being conducted or any condition exists which is contrary to or in violation of these Standards and Specifications or any permit issued pursuant to them, the Director may, by written notice (“Stop Order”) order the activity stopped, and/or condition remedied immediately or by a time certain. The stop order shall be served by delivering it or mailing it certified mail, return receipt requested, to any person engaged in the activity or responsible for the condition. The stop order

shall be complied with by all persons, departments, agencies, or others. The stop order applies to all work, permits, reviews, or other situations covered by these Standards and Specifications or County Land Use Resolution for all properties under the ownership or control of the person, persons, or group covered by the stop order. The Stop Order shall remain in effect until the Director determines that the activity or condition that is the basis for the stop order has been remedied, and the Director issues a written compliance letter only if the activity or condition that is the basis for the notice has been remedied and any reclamation work has been completed. The issuance of a Stop Order is cumulative to, and not a prerequisite to, any other enforcement remedies available to Gunnison County.

C. Suspension or Revocation of Permit

When a person charged with enforcement of these Standards and Specifications has reasonable cause to believe that any activity is being conducted or any condition exists which is contrary to or in violation of these Standards and Specifications or any permit issued pursuant to them, such person may request, and upon such request the Board shall schedule a hearing to determine whether any relevant permit shall be suspended or revoked. The Board shall give written notice of the hearing to the holder of the permit by mailing notice by electronic mail, if available, and certified mail, return receipt requested at the last known address, postmarked at least fourteen (14) days before the hearing. The notice shall contain a summary of the grounds for the potential suspension or revocation. The permit holder shall provide to the Board, to the County Attorney and to the Director at least seven (7) days before the hearing a written response to the foregoing summary. At the hearing, the person(s) charged with enforcement of these Standards and Specifications shall demonstrate, why the permit should be suspended or revoked. The permit holder or applicant shall be given an opportunity to be heard at such hearing and present evidence and testimony, but the Board may place reasonable limitations on the presentation of evidence or testimony by any party to the hearing. The Board shall suspend or revoke the permit if, after the close of the hearing, and based on credible evidence obtained at the hearing, either of the following findings is made by the Board:

1. The permit was issued in reliance on materially erroneous or misleading information from the applicant or his/her representative; or
2. Activity is being conducted or a condition exists that is a violation of these Standards and Specifications or a permit issued pursuant to them. Notification of the Board's decision shall be provided by the Director to the holder of the permit by certified mail, return receipt requested, within seven (7) days of the Board's decision. The suspension or revocation shall remain in effect until the Board determines that the activity or condition that is the basis of the suspension or revocation has been remedied and any required reclamation work completed, and the Board issues a written compliance order. The remedy of suspension or revocation is cumulative to, and not a prerequisite to, any other enforcement remedies available to the Board.

D. No Processing of Applications.

No permit application shall be processed or approved pursuant to these Standards and Specifications, and no Building permit or other permits shall be issued by Gunnison County, for any persons and any properties that are the subject of an active Notice of Violation, Stop Order, or Suspension Order issued by any County department. This enforcement remedy is cumulative to, and not a prerequisite to, any other enforcement remedies available to the Board.

E. Other Remedies

The Board may seek all civil, criminal and /or other legal or equitable remedies available to it for any violation of these Standards and Specifications, including but not limited to any fees associated with the investigation and prosecution of such violation as set forth in Exhibit A to these Standards. Such remedies are cumulative to, and not a prerequisite to, any other enforcement remedies available to the Board.

F. Abatement and Reclamation

No compliance order shall be issued unless and until the activity or condition is abated and reclaimed to the satisfaction of the Director of Public Works at the cost of the violator; Gunnison County shall have the right to abate and reclaim the violation at the cost of the violator.

2.4 Inspection

The Director, or the Director's designee, to the fullest extent permitted by law, may inspect and examine the use, occupation, or development of, or activity in, each and every area or activity subject to these Standards and Specifications for the purpose of determining from time to time whether any use, occupation, development or activity is in violation of any of the provisions of these Standards and Specifications or of any permit issued or required pursuant to these Standards and Specifications. This includes, but is not necessarily limited to, any land use change as that term is defined in Section 3.2 of these Standards and Specifications. The Director may refuse to accept or process any application for a permit under these Standards and Specifications if an applicant fails or refuses to allow the Director or Director's designee to inspect those portions of property or structures implicated by the permit application.

2.5 County Road System Additions and Improvements

A. By the County

To the fullest extent permitted by law, the Board may lay out, alter, restrict use of, close, or change any road in the County Road system under its jurisdiction, and acquire lands for County roads. The County Public Works Department has the primary responsibility for the planning, design, rights-of-way acquisition, construction, and inspection of all additions and improvements to the existing County Road System. Such activities will

comply with these Standards and Specifications.

B. By Others

Any road proposed by other than the County to be added to the existing County Road System will ordinarily pass through multiple review steps (in writing): planning, acceptance of design, permitting, acceptance of rights-of-way dedication, construction, and inspection. As a final step, the Board may accept maintenance and/or plowing responsibilities for the road by duly adopted resolution. Such activities will comply with these Standards and Specifications.

C. Planning

The planning or layout of any road subject to these Standards and Specifications and any improvements to any existing roads subject to these Standards and Specifications shall be in accordance with Section 3 of these Standards and Specifications as it may be amended. If a road is created through the land use change process, all provisions of these Standards and Specifications and the Gunnison County Land Use Resolution shall be met.

D. Design

The design of any road subject to these Standards and Specifications and any improvements to any existing roads subject to these Standards and Specifications shall be in accordance with Section 4 of these Standards and Specifications as it may be amended. Road and bridge plans and specifications shall be prepared by a Professional Engineer in accordance with these Standards and Specifications and shall be approved in writing by the Director of Public Works before any construction activity whatsoever commences. Any such written approval shall expire without further notice one year from the date it is issued. Any amendment or revision to a plan or specification, and any resubmission of a plan or specification must conform to the Standards and Specifications, as they exist at the time of the amendments, revision or resubmission.

E. Rights-of-way Dedication/Acceptance

Dedications of Rights-of-Way shall comply with standards in Section 12-103 of the Gunnison County Land Use Resolution.

2.6 Development Improvement Agreement Required

Development Improvement Agreements shall comply, to the fullest extent practicable, with Section 16-118 of the Gunnison County Land Use Resolution as amended, but the Director may depart from such standards in their discretion so long as such departure is consistent with these Standards and Specifications.

- A. Vacant Land Access** Permits may require a Development Improvement Agreement as a condition of issuance at the discretion of the Director. The Vacant Land Access Permit

shall include the purpose and intended use of the access and parcel as part of the application.

2.7 Construction

Construction of County, public, and private roads under County jurisdiction and reconstruction of same shall conform to the provisions of Section 5 of these Standards and Specifications. Permits shall be obtained as per Section 6.

A. Inspection

Inspections and testing shall be performed to ensure compliance with these Standards and Specifications and any other requirements and conditions before any County Public Works Department recommendation is made to the Board for acceptance and/or release of a guarantee or financial security. Requirements for inspections and testing are found in Section 5 - Construction Specifications of these Standards; compliance is the sole responsibility of the developer or permittee.

2.8 Acceptance of Roads for Dedication to the County and for County Maintenance

- A. Dedication can be statutory or by written instrument at the sole discretion of the Board.
- B. Conditions for new dedications are by written instrument. Any instrument of dedication must be on a County form and include language approved by the Gunnison County Attorney.
- C. Requirements for acceptance include but are not limited to the following:
 - 1. The road shall have been constructed in accordance with these Standards and Specifications.
 - 2. Roads located within a 3-mile radius of an incorporated municipality should be paved before acceptance into the County Road System.
 - 3. The Director of Public Works or their designee shall have completed final inspection and shall have approved the roads in accordance with Section 5 of these Standards and Specifications and shall have provided a recommendation for or against to the Board.
 - 4. The road and all associated appurtenances shall be in good repair, requiring no maintenance (except plowing for snow), improvements, or additions by the County at the time of acceptance.
 - 5. The road must connect to another maintained County road, state highway, or municipal street of the same or higher functional classification.
 - 6. A written request for acceptance of the road shall have been submitted to the County

Public Works Department. The application shall have been submitted at least four (4) weeks before performance of the final inspection is requested. An application for acceptance will not be accepted by the Director of Public Works, nor will any inspection be performed when, in the sole discretion of the Director, weather conditions prohibit a complete inspection.

7. All required road signs and traffic control devices shall have been installed in accordance with the most current version of the Manual of Uniform Traffic Control Devices. Reflective signs showing road numbers or street names shall be installed to facilitate emergency services response prior to acceptance.
 8. A guarantee of financial security shall have been submitted to the County in an amount determined by the Board to warrant the integrity of the road construction for two (2) years after the date of the acceptance by the County. In the sole discretion of the Board, such time period may be enlarged. An inspection by the County shall be conducted at the end of the time period. The obligations of the developer or permittee shall terminate only upon correction or repair by the developer or permittee of all deficiencies identified by such inspection.
 9. All required subsurface utilities shall have been installed in the roadway prior to finishing subgrade. A Subsurface Utility Engineering Survey that meets state requirements shall be complete for all buried infrastructure. All subsurface utilities within the roadway profile shall have been installed prior to the road inspection.
 10. All survey monuments that were in a roadway or a road rights-of-way shall have been reset by a surveyor licensed in the State of Colorado.
 11. Trench compaction tests and results, as required in Article V of these Standards and Specifications and as required by any permit shall have been submitted to and approved by the Director of Public Works for all trenches within the road rights-of-way. Such tests and results shall have been submitted and approved prior to placement of any road base material whatsoever.
 12. A reproducible 11" x 17" copy and/or digital copy of as-built drawings shall have been submitted to the Director of Public Works. The drawings shall accurately show all road construction details, utility, and lateral locations and depths, property boundaries and corners, and other pertinent information as required. Upon its submission to the Director, the copy shall become and remain the property of the County. The County reserves the right to require the submission of plans in any digital format.
 13. Such other conditions as the Board deems necessary for public health, safety, or budget constraints shall have been satisfied. The Director of Public Works, in their sole discretion, shall assign the road a Level of Service rating.
- D. Roadways through State and Federally Owned Lands. It may be to the benefit of the general public for the County to accept roads through state and federally owned land

whether or not such roads meet these Standards and Specifications. Upon the receipt of a petition for acceptance of such roads into the County Road System, roads which fall into these classifications may be accepted into the County Road System by the Board pursuant to the waiver process set forth in Section 1.9 of these Standards and Specifications.

2.9 Private Road Construction and Inspection

The construction, substantial improvement, or extension of a private road that is subject to the Gunnison County Land Use Resolution shall comply with the processes and procedures set forth herein

2.10 Deletions from the Road System

A. Abandonment

1. Abandoned State Highway

When a portion of a state highway is relocated and, because of such relocation, a portion of the route as it existed before such relocation is, in the opinion of the State Transportation Commission, no longer necessary as a State Highway, such portion shall be considered as abandoned. An abandoned state highway or portion thereof shall become a county highway, upon the adoption of a resolution to that effect by the board of county commissioners of an affected county, or a city street, upon the adoption of an ordinance to that effect by the governing body of any affected municipality, within ninety (90) days after the official notification of abandonment by the transportation commission. If in the written and recorded opinion of the Board, the portion of the road is not needed for a public purpose, the Board shall approve the title to it reverting to the owners of the land through which such abandoned portion may lie subject to the provisions of state law.

2. Abandoned County Roads

A County road shall be abandoned only when a portion of the County Road System is relocated and because of such relocation a portion of the route as it existed before such relocation is, in the written and recorded opinion of the Board, no longer needed for a public purpose; in such a case, such portion shall be considered as abandoned, and title to it shall revert to the owners of the land through which such abandoned portion may lie, subject to the provisions of state law.

3. Removal from the County Road System

Consistent with C.R.S. § 43-2-120, the Board may approve the removal of a road from the County Road system.

B. Policy and Procedures Regarding Vacation of County Road or Public Road Under County Jurisdiction

The purpose of this section is to establish standards and a uniform process by which the Board may act on request to vacate a County Road or public road or rights-of-way under county jurisdiction.

It is the intent of the Board in adopting this section to exercise the Board's authority pursuant to, among other statutes, C.R.S. §§ 43-2-301 et. seq. No person shall be deemed to have a right to vacation of a public road. The vacation of any particular road by the Board shall not be deemed precedent with regard to any future request for vacation of a road; nor shall this Section be deemed to create any rights, including property rights, in any person or individual.

The Board has discretion, but no obligation, to vacate all or a portion of a County Road or public road or rights-of-way under County jurisdiction. No such road shall be vacated so as to leave any parcel adjoining such road without any established public road connecting said parcel with another established public road or create impracticable barriers to access a parcel or right of way section.

1. The applicant for a vacation shall bear the burden to prove to the Board that the request meets the criteria of C.R.S. §§ 43-2-301 et. seq., as amended, and these Standards and Specifications.
2. This wisdom of granting a vacation is a matter committed to the discretion of the Board and is not controlled by any one factor. In determining whether to grant a request to vacate all or a portion of a county road or public road under County jurisdiction, the Board of may consider one or more of the following criteria:
 - a. The vacation would create demonstrable benefit to public health, safety or welfare and would not solely or exclusively benefit a single or small group of private landowners;
 - b. The vacation meets any requirements of C.R.S. §§ 43-2-301 et. seq., as amended;
 - c. The Vacation is consistent with any comprehensive land use, corridor or master plan adopted by Gunnison County;
 - d. The vacation would not unreasonably or unduly limit access from a public road to any public or private parcel.
 - e. The vacation would not disrupt existing or anticipated travel modes;
 - f. The proposed vacation accounts for any changed or anticipated conditions related to traffic or development patterns;
 - g. The vacation would cause no adverse impact to the local ecosystem, wildlife, water

or air quality, climate, soils, riparian areas, or noxious weed and invasive species management;

- h. The vacation would not interfere with the existence, operation, control or maintenance of other County roads, other public roads under County jurisdiction, utilities, or access to public lands, water, or other public resources; and
- i. The vacation would not unduly or unreasonably interfere with access to persons or property for emergency response, law enforcement or first responder services. Does not functionally remove right-of-way by reducing its width to a size that does not allow for reasonable use by the Public.

3. Application Process.

The applicant shall complete and file with the Director of Public Works an application in the form required by the Director.

- a. At a minimum the request shall contain:
 - 1. Applicant's name, address, email, and phone number.
 - 2. Legal description from a licensed surveyor, if not a platted street or alley.
 - 3. A narrative explaining the need for the vacation and its effects, covering the criteria listed in section 2.10.B.2.
 - 4. Name, address, phone number for person or firm authorized to represent the applicant.
 - 5. Map showing location of section to be vacated which also shows names and addresses of all owners of property adjacent to the section or street or alley to be vacated.
 - 6. If any portion of the street or alley is within a subdivision, whether an active common interest community or not, or is adjacent to a subdivision lot, the applicant must provide the names and addresses of all property owners within the subdivision.
 - 7. A Property Improvement Survey Plat by a Colorado licensed surveyor of affected properties and street rights-of-way prior to Board consideration. Applicant shall commit to a licensed surveyor placing monuments at the new property corner locations, should the vacation be approved. The County reserves the right to have this survey performed and bill the successful applicant the full cost of the work if not completed by the applicant.
- b. The Director of Public Works will forward copies of all information to the pertinent County Departments and other agencies that may have an interest.
- c. The applicant for the vacation shall notify all property owners adjacent to the

road, and if the road is within a subdivision, all property owners within that subdivision, in writing on a form approved by the Director of Public Works, postmarked no later than thirty (30) days before the hearing, by mailing to each of them, by certified mail, return receipt requested, a complete copy of the request for a vacation and a copy of the notice of the public hearing; the applicant shall provide proof of such notification to the Director of Public Works at least seven (7) days prior to the public hearing.

- d. As applicable, letters of consent to the vacation from utility providers and special districts whose facilities are located in legal easements in or adjacent to the proposed vacation, and a copy of the easement agreements, if such agreements exist, shall be provided to the Director of Public works at least fourteen days prior to the public hearing. A precondition to granting any vacation shall be the granting and recording of perpetual easements for all existing and proposed utilities on the rights-of-way being vacated, should they not already exist.
- e. A staff report based on information available will be prepared for the Board and included in the agenda documentation before the public hearing is held.
- f. The applicant, at its sole expense, will prepare all proposed documentation if the street vacation is approved by the Board; such documentation shall be subject to review and approval by the County Attorney or their designee.
- g. Any condition required by the Board shall be completed before the vacation is made effective.
- h. The applicant for a vacation shall be required to prepay all estimated costs, including but not limited to administrative costs, costs of publication of legal notice of public hearing, travel time and cost of certified and regular mailings, pertinent to application whether or not the application is granted. The prepayment is not refundable. (See Exhibit A).

2.11 Road Name and/or Number Changes

- A. Neither the name nor number of any road dedicated to public use or to the County may be changed except upon written application to and written approval by the Director of Public Works.
- B. The applicant shall be responsible for all costs and expenses associated with establishing the new road number or name.
- C. The name or number of a road within a recorded subdivision may be changed only after such application and approval by amending the final plat in compliance with the Gunnison County Land Use Resolution.
- D. No road names or numbers shall be used which are generally deemed offensive, or will duplicate, or be readily confused with, the names of any existing street or road in Gunnison County. Emergency response agencies will have the opportunity to comment on all road

name changes.

- E. The County will be responsible for changing the applicable physical road number signs of any road accepted by the County as a County road. If the road name or number change is for a road that has not been accepted by the County as a County road, the applicant, homeowner's association, or the developer is responsible for changing the physical road name or number signs.

2.12 Snowplowing

Gunnison County shall not snowplow any road unless and until such road has been dedicated to the public use and accepted by the County as a County road, in writing, by the Board. It shall be in the sole discretion of the Board to determine which such roads so accepted will be plowed by the County. The plowing of County roads, not maintained in the winter by the County, shall be arranged through a written permit agreement and approved by the Board, except that the Director in their discretion may renew an existing snowplow permit without express approval of the Board as set forth in these Standards and Specifications.

A. Policy and Procedures for Requests for Gunnison County to Provide Snow Removal Services on County Roads.

1. The County shall not provide snow removal services on private, non-public roads. With regard to public roads, the decision on whether to provide snow removal services rests with the discretion of the County, as exercised by the Board. In deciding whether to cease snow removal on a public road, the Board should consider the public benefit of continued winter maintenance.
2. In addition to the requirements of the Gunnison County Land Use Resolution, Section 5-210, a request for the County to provide snow removal services on a County road, or public road under County jurisdiction, to an area not currently being served shall be submitted in written form to the Director of Public Works. The written request shall include at a minimum:
 - a. The applicant(s)' name, address and telephone number.
 - b. The name and number (if applicable) of the road requested to be plowed.
 - c. A map designating the portion of the road to be plowed.
 - d. The distance to be plowed.
 - e. Description of the location where plowing is anticipated to terminate and the resulting turnaround for plowing equipment.
 - f. Evidence that the road is a public road.
 - g. Confirmation of any land use change associated with plowing request.

- h. Evidence of no significant adverse impact on wildlife, water and air quality, or the local ecosystem.
 - i. A list of property owners benefiting from or affected by the proposed service.
 - j. The reason the plowing is being requested.
3. All requests shall be submitted to the Director of Public Works before August 1 of the year when plowing is requested to begin. Requests received after August 1 will be considered as requests for the following winter season.
 - a. Upon receipt of the request, the Director of Public Works may require the applicant to provide information in addition to the subject matters contained in the written request. After receipt of the written request and any additional information, the Director or their designee shall conduct a site visit and prepare a report for the Board. The report shall address the following:
 - i. An assessment of the condition of the road including width, base drainage, fencing, etc.
 - ii. An evaluation and estimate of cost to bring the road up to a standard suitable for winter maintenance and plowing.
 - iii. A recommendation of the type of equipment that would be required to remove snow; the frequency, duration and extent of snowplowing, the amount of manpower and time involved and an estimate of cost.
 - iv. An assessment of safety considerations involved with the request.
 - v. A statement as to whether the road is a natural extension of an existing snowplow route.
 - vi. A statement of any general public benefit served by providing snow removal service.
 - vii. An assessment of any negative impact that might result from providing snow removal service.
 - viii. Any other criteria set by the board.
 4. The written request to provide snow removal service together with the evaluation prepared by the Director of Public Works shall be submitted to the Board. Requests shall be considered in a public meeting of the Board. At its discretion, the Board may approve or deny the request for the County to plow the road. The Board may conditionally approve the request based on specific, written conditions.
 5. The County shall exercise its appropriate, lawful authority to ensure compliance with this

section. Should either the Director or the Board fail or refuse to comply with this section A, such failure or refusal shall not be deemed to create any right or interest in any person, including any right to appeal such failure or refusal. Nor shall any person be deemed to have a right to appeal any decision made under this section A.

B. County Policy and Procedures for Requests by Private Individuals to Plow a County Road or Public Road under County Jurisdiction

The purpose of this section is to outline the procedures and criteria by which the Board will consider requests presented to perform private snow removal on County and public roads under County jurisdiction.

1. In order to facilitate the plowing of a road that might not otherwise be plowed, the Board may allow a private individual or company to remove snow from all or part of a County or public road under County jurisdiction.
 - a. Private Plow Permits do not run with the land, and the issuance or denial of a private plow permit shall not be deemed to create any entitlement, property interest or right in the permittee or any other person.
 - b. No person shall remove snow from a County road, or public road under County jurisdiction without first receiving permission from the Board and a Snow Removal Permit issued by the Director of Public Works.
2. If an applicant is requesting permission to plow a public road or a section of road beyond current snowplowed access, such applicant must obtain a Land Use Change Permit per section 11-110 of the Gunnison County Land Use Resolution. The first issuance of a permit is reviewed and approved by the Board. After the initial permit is obtained, the applicant will only need apply for the renewal of the permit from the Director of Public Works. If issued, the first permit issuance will be for a single season. The applicant shall be responsible to apply for renewal of a permit(s).
3. In addition to the requirements and process set forth in the Gunnison County Land Use Resolution, a permit for private snow removal on a County or public road shall comply with the requirements and procedures set forth in this section. The Public Works Director or the Board, in their discretion, may impose additional conditions on any permit issued under this section, and such additional conditions shall appear on the face of the permit issued by the Public Works Director.
4. A request to plow a County road, or public road under County jurisdiction, shall be made in writing to the Director of Public Works. The written request shall include at a minimum:
 - a. The name and/or number of the road to be plowed.
 - b. If less than the entire road, a map designating the portion of the road to be plowed.

- c. The distance in miles to be plowed privately.
 - d. The type of equipment to be used to remove the snow.
 - e. The name, address, and telephone number of the person(s) responsible for snow removal.
 - f. The names and mailing addresses of property owners located along the proposed snow removal route.
 - g. The reason the plowing is being requested.
 - h. The time period for which the permit is being requested.
5. Requests to provide snow removal must be submitted to the Director of Public Works no later than August 1 of the year when plowing is requested.
6. Upon receipt of the request, the Director of Public Works or designee shall conduct a site visit and prepare a report for the Board. The report shall address the following:
- a. An assessment of the condition of the road including width, base drainage, fencing, etc.
 - b. An evaluation and estimate of cost to bring the road up to a standard suitable for winter maintenance and plowing.
 - c. A recommendation of the type of equipment that would be required to remove snow; the frequency of plowing; and the duration of plowing.
 - d. An assessment of safety considerations involved with the request.
 - e. A statement of any general public benefit served by providing snow removal service.
 - f. An assessment of any negative impact that might result from allowing snow removal service.
7. If the plowing is authorized by the Board, the Director of Public Works or designee and the person requesting permission to remove snow shall meet on-site to evaluate the condition of the road before plowing begins.
8. The County may require that reasonable improvements and repairs be made to the road that are necessary for public safety and to protect and preserve the road. Such improvements or repairs shall be made at the expense of the applicant unless otherwise agreed to by the County.
9. For the purposes of this section, snow removal work shall include:

- a. Removal of snow from all the traveled way, including sufficient turnouts for safe and efficient use of all emergency and other users.
 - b. Leaving culvert inlets in a natural condition without snow or other material excessively plowed into them so that the drainage system will function normally.
10. Upon review of the plow request, the Board may request a bond, cash deposit, or other form of security acceptable to the County to secure performance according to this section. The amount of security required will be relative to the distance being plowed, and the surface of the road.
11. As a condition of any permit issued under this section, a permittee shall:
- a. Obtain and maintain insurance coverage in amount(s) the County deems necessary to protect the County from any and all claims related to the permittee's snow removal operations.
 - b. Indemnify and hold harmless the County with regard to any and all claims related to the permittee's snow removal operations.
12. The foregoing may be waived by the Board in its discretion, but only after conferral with the County Attorney and for reasons stated on the record at a public meeting of the Board.
13. The applicant shall acknowledge in writing that they have read, understand and agrees to comply with the conditions set forth in this section and with the conditions of a permit if one is issued.
14. The County shall exercise its' appropriate, lawful authority to ensure compliance with this Snow Removal section.
15. Nothing in this section is, or shall be construed to be, an obligation of the County to allow the private snowplowing of all or part of any particular road.
16. The Board may reduce or remove plow services at its discretion with rationale provided in writing in a public meeting.

2.13 No Personal Liability

Any County official, employee or agent charged with enforcement of these Standards and Specifications who acts in good faith in the discharge of the duties required herein or by any permit, other pertinent law, ordinance or regulation shall not thereby be rendered personally liable for any damages that may accrue to any person or property as a result of an act or by any permit, omission to act in the discharge of these duties.

2.14 No County Liability

These Standards and Specifications do not make, and shall not be construed to make, Gunnison County or any of its officials, employees or agents responsible for or liable for any injury to person or property resulting from any action taken pursuant to these Standards and Specifications.

2.15 Responsibility Not Lessened

These Standards and Specifications do not, and shall not be construed to, relieve from or lessen or eliminate the responsibility of any person acting pursuant to a permit issued hereunder for any damages to person or property.

2.16 No Waiver of Governmental Immunity

Nothing in these Standards and Specifications is, or shall be construed to be, a waiver by Gunnison County, or any of its officials, employees or agents, of governmental immunity under the Colorado Governmental Immunity Act or otherwise.

SECTION 3

TRANSPORTATION PLANNING AND DEVELOPMENT POLICIES

3.1 Functional Classification of Roads

All roads in the Gunnison County Road System shall receive a functional classification from the Director. The functional classifications used in Gunnison County are: (Also See Table 3-1)

- A. Major Arterial (Paved)**
3,000+ ADT Residential, commercial, and recreational traffic - significant economic importance to County (example: Gothic Road)
- B. Commercial/Industrial Collector (Paved or Gravel)**
10 to 500 ADT Heavy duty traffic - significant economic importance to County (example: Landfill Road/Industrial Park Roads)
- C. Suburban Lane (Paved or Gravel)**
30 to 500 ADT Primarily residential traffic -- width needed for parking and other density factors (example: Panaview, Castle Mountain, Meridian Lake)
- D. Rural Arterial (Paved)**
1,000 to 2,999 ADT Residential, commercial and recreational traffic - significant economic importance to County (example: Gold Basin, Marble, Brush Creek, Cement Creek, and Taylor River)
- E. Rural Collector (Paved)**
500 to 999 ADT Primarily residential or recreational traffic, but some commercial (examples: Cottonwood, Washington Gulch, Slate River, Antelope, Kebler, and Lower Quartz Creek)
- F. Rural Local (Paved or Gravel)**
200 to 499 ADT Primarily residential, recreational, and ranching uses (examples: Powderhorn, Upper Quartz Creek, Kebler over the top, Brush Creek after Avion, and Gothic Road after Mt. Crested Butte)
- G. Rural Lane (Gravel)**
30 TO 199 ADT Primarily residential or agricultural use (examples: Little Cimarron, Pine Creek, Sap Mesa, and Steuben Creek)
- H. Local Intermittent (Native Surface/Gravel)**
13 TO 90 ADT Primarily recreational, residential or commercial traffic (logging). May be joint jurisdiction, such as forest service and county and maintained by county under agreement. Can be access to National Forest and Bureau of Land Management lands. (Examples: Rainbow lake, Alpine Tunnel, Red Creek and Upper Taylor River above reservoir.)

I. Primitive Recreation (Native Surface)

No ADT Available - Limited and/or recreational use only

3.2 Land Use Changes – Applicability

FA land use change may require application of these Standards and Specifications. For purposes of these Standards and Specifications, “land use change” shall mean:

- A.** A land use change, as defined by the Gunnison County Land Use Resolution, that requires compliance with Section 12-103 of the Gunnison County Land Use Resolution is required; or
- B.** An activity or system that requires a permit under the applicable Gunnison County Building Code(s) or Gunnison County Onsite Wastewater Treatment System Regulations and:
 - 1. Such permit(s) are for activities or systems on vacant land;
 - 2. The activity or system requiring such permit(s) would encroach upon or substantively interfere with the use of any existing road, bridge or access to the property on which such activity or system is contemplated by such permit(s); or
 - 3. Such activity or system presents a potential hazard to public health, safety, or welfare in relation to a road, bridge or access governed by these Standards or Specifications, as determined by the Director or their designee in their discretion.

3.3 Planning Principles

- A.** Basic factors in the design of a road system include:
 - 1. Safety for both vehicular and pedestrian traffic.
 - 2. Efficiency of Service for all users.
 - 3. Livability, especially as affected by traffic elements in the circulation system.
 - 4. Economy in both construction and use of land. Design should minimize maintenance costs and maximize ease of snow removal.
 - 5. Environment design should minimize the impact of road construction on wildlife, plant species, water and air quality, erosion, soils, invasive plant species promulgation, and forest health to the extent feasible.

- B.** Each of the following principles is an elaboration on one or more of these four factors. The principles are not intended as absolute criteria, since instances may appear where certain principles conflict. Therefore, the principles should be used as guides to proper system layout.
1. Insure Vehicular and Pedestrian Access. Road widths, placement of sidewalks or pathways, patterns of roads, crosswalk installations, and number of intersections shall be related to safe and efficient use of the road and access to abutting lands.
 2. Control Access to Arterials. Local road systems and land development patterns should not detract from the efficiency of peripheral arterial facilities. Ideally, land development should occur so that no parcels require direct access to arterial routes. The local flow of traffic should be managed with an internal traffic management plan. The number of access points between the local road system and the arterial system should be minimized. Intersections along arterial routes should be properly spaced for efficient and safe traffic flow. The roads that do intersect the arterial system will tend to have high traffic volumes since they are the only access points. The number of residential lots directly accessing collector roads should be minimized.
 3. Discourage Speeding. Residential roads should be designed to discourage excessive vehicle speed through generally accepted traffic engineering methods.
 4. Courts and Cul-de-Sacs. A road ending with a cul-de-sac should normally not be longer than six hundred (600') feet. All cul-de-sacs shall have a minimum radius of forty five (45') feet of maintained and plowed area as measured to the outside edge of the traveled surface and have defined and permanent snow storage locations with demonstrable drainage solutions.
- C.** Roads which do not connect or intersect with other roads shall have a turn around at the end of the road segment that meets the requirements of the local emergency agencies. A cul-de-sac that is being vacated shall be improved to the functional classification standard of the road which it serves if access is provided to dwellings or other structures. Turnarounds shall comply with any fire proception district requirements related to setbacks from flammable structures. (See Appendix E for Turnaround Standards.)

SECTION 4

DESIGN STANDARDS

4.1 Application of Design Standards

A. Minimum Standards

The standards set forth in this Article provide uniform minimum acceptable values. If the provided guidance is insufficient, CDOT M & S standards and Design Guide should be used. If it can be shown that an alternate design standard will provide an outcome equal to or better than the required minimum, then such alternate may be approved in the sole discretion of the Department and upon review and approval by the Director of plans submitted and signed by a professional engineer. Life cycle cost shall be considered in meeting minimum acceptable values.

4.2 Design Factors

A . Road Classification

Each road or trail or access as defined by the County proposed for construction or improvement shall receive, from the Director, a functional classification as defined in Section 3.1.

B . Projected Traffic Volumes

A traffic analysis is normally required to project future traffic volumes for roads. The most recent edition of the Institute of Transportation Engineers “Trip Generation Manual”, shall be the County guideline where no detailed trip generation data is available. Traffic studies shall comply with the requirements of Section 12-103 of the Gunnison County Land Use Resolution.

The Director of Public Works shall consult with the County Planning Director to determine whether a traffic analysis will be required. The traffic analysis will be done during the initial application phase of the development, and at the sole cost of the road developer.

C . Terrain Classification

For the purpose of these Standards and Specifications, the terrain in Gunnison County shall be classified in two categories:

1. Flat or Rolling Terrain. Average cross slope less than fifteen (15%) percent and the ridges and draws are not well defined.
2. Mountainous Terrain. Average cross slope greater than fifteen (15%) percent and the

ridges and draws are steep and well defined.

D. Design Speed

The choice of a design speed is influenced primarily by the terrain classification, functional classification of the road, and land use. Design speeds will utilize the AASHTO Green Book and CDOT's Roadway Design Guide to justify said design speed. All speed limits shall comply with C.R.S. § 42-4-1101 and consider the following factors, if applicable:

1. Roadway environment (such as roadside development, number and frequency of driveways and access points, and land use), functional classification, public transit volume and location or frequency of stops, parking practices, and pedestrian and bicycle facilities and activity;
2. Roadway characteristics (such as lane widths, shoulder condition, grade, alignment, median type, and sight distance);
3. Geographic context (such as an urban district, rural town center, non-urbanized rural area, or suburban area), and multi-modal trip generation;
4. Reported crash experience for at least a twelve (12) month period;
5. Speed distribution of free-flowing vehicles, including the pace, median (50th-percentile), and 85th Percentile speeds; and/or
6. A review of past engineering speed studies to identify any trends in operating speeds.

4.3 Geometric Standards

A. Horizontal Alignment

1. General Considerations. The major considerations in horizontal alignment are topography, road classification, design speed, grade profile, subsurface conditions, safety, and sight distance. All of these must be balanced to produce an alignment that is safe and adequate for the functional classification of the road.
2. Sight Distance. Horizontal alignment must provide at least minimum stopping sight distance for the design speed at all points. This includes visibility at intersections, as well as around curves and roadside obstruction.
 - a. The minimum stopping sight distance is the distance required by the driver of a vehicle traveling at a given speed to bring the vehicle to a stop after an object on the road becomes visible. Stopping sight distance is measured from the driver's eye, which is assumed to be three and one-half (3.5') feet above the roadway surface, to an object 6 inches high on the road.
 - b. The required stopping distance for a given design shall comply with the AASHTO

Green Book and CDOT's Roadway Design Guide. Criteria for measuring stopping sight distance include an eye height of three and one-half (3.5') feet and an object height of two (2.0') feet. Passing sight distance criteria include an eye height of three and one-half (3.5') feet and the object height of three and one-half (3.5') feet.

- c. In some cases, passing sight distance may be required on collectors or arterials. The CDOT Roadway Design Guide should be used in determining passing sight distance.

Standards for Curvature. The permissible minimum curve radii and the permissible maximum allowable rate of superelevation for the various functional classifications shall comply with the AASHTO Green Book and CDOT's Roadway Design Guide based on design speed, friction factors, and superelevation.

- d. Sudden reductions in speed introduce the element of surprise to the driver and should be avoided. Where physical restrictions cannot be overcome and it becomes necessary to design curvature which is lower than the design speed for the project, the design speed between successive curves shall not change by more than ten (10) mile-per-hour increments. Normally a curve for a design speed lower than the design speed of the project shall not be introduced at the end of a long tangent or at other locations where high approach speeds may be anticipated. Use of lower standard curve radii is subject to approval by the County.
 - e. Angle points less than one degree require no curve radius. A compound curve is two curves of different radii joining with no tangent between them. A compound curve will not be permitted. A broken-back curve is two curves in the same direction joined by a short tangent. Broken-back curves are not permitted.
3. Superelevation. The standard superelevation rates shall comply with the AASHTO Green Book and CDOT's Roadway Design Guide and shall be designed to hold the side friction factor within tolerable limits for those operating speeds expected for the range of curve radii given.
- a. For undivided roads, the axis of rotation of superelevation is usually the centerline. Where curves are preceded by long relatively level tangents, the plane of superelevation may be rotated to about the edges of the pavement to improve the perception of the curve.
 - b. A superelevation transition is variable in length depending upon the amount of superelevation. Two-thirds of the transition is in the tangent approach at the beginning and the end of the curve, and one-third of the full superelevation is at the beginning and at the end of the curve. Where spiral curves are permitted, the transitions are to be designed using the latest edition of the Colorado Department of Transportation Roadway Design Manual.

4. Coordination with Vertical Alignment. To avoid the possibility of introducing serious traffic hazards, coordination is required between horizontal and vertical alignment. Particular care must be exercised to maintain proper sight distance at all times. Sharp horizontal curves introduced at or near the top of a pronounced crest, or at the bottom of sag vertical curves should be avoided.

B . Vertical Alignment

1. General Considerations. The centerline profile is a reference line by which the elevation or grades of the pavement and other features of the roadway are established. It is controlled mainly by topography, structure clearances, horizontal alignment, safety, sight distance, design speed, and the performance of heavy vehicles on a grade.
2. Minimum and Maximum Grades. To provide for adequate drainage, the minimum sustained grades shall be no less than 1 percent (1%) on roadway sections with curb and gutter and two percent (2%) on all other roads.
 - a. Maximum permissible sustained grades (expressed in percents) for roads are related to design speed and shall be as follows:

The maximum design grade should be used infrequently rather than as a value to be used in most cases.
 - b. All grades shall flatten to at most four (4%) percent for at least one hundred (100) feet approaching intersections, and for at least fifty (50') feet entering and leaving turn-arounds or cul-de-sacs. In mountainous terrain, all grades shall flatten to four (4%) percent or less for at least fifty (50') feet approaching intersections and entering switchbacks or cul-de-sacs.
- 3 Vertical Curves. All vertical curves shall be designed to provide adequate stopping and passing sight distance, headlight sight distance, comfortable driving, good drainage, and a pleasing appearance.
 - a. Vertical curves shall be parabolic.
 - b. Vertical curves are not required where the algebraic difference of grades is less than 0.40%. The preferred minimum length of vertical curves, both crest and sag, is four hundred (400') feet.
 - c. The minimum length of a vertical curve shall be three hundred (300) feet for design speeds above thirty (30) miles per hour, and two hundred (200) feet for design speeds of thirty (30) miles per hour and lower. Unequal tangent vertical curves are permitted only in special circumstances as approved by the County.

- d. Vertical curves that are long and flat may develop poor drainage at the level section. This must be overcome by adjusting the flow line of the ditch section.
- 4 Sight Distance. Minimum lengths of crest vertical curves are controlled by stopping sight distance requirements as shown in as determined by the AASHTO Green Book.

4.4 Cross Section Standards

A . Typical Sections

Typical sections for each functional classification are given in Appendix B through D. Table 3-1 also provides a summary of design elements. Variations from these sections may be approved by the County when there is sufficient evidence that certain design elements can be reduced or eliminated.

B. Rights-of-Way Width

The basic minimum rights-of-way width for each typical section is shown in Table 3-1. This width is sufficient only to accommodate the specific geometric cross-sectional elements that are required. Additional rights-of-way may be required for snow removal and storage, pedestrian infrastructure, or other uses. Cut and fill slopes beyond the hinge point and rights-of-way may require additional easements.

C . Cross Slope

Cross slope is provided to provide a drainage gradient so that water will run off the surface to a drainage system such as a street gutter or ditch. Inadequate cross slope will contribute to aquaplaning.

1. On straight sections of normal two-lane roads, the pavement cross section is usually highest in the center (crown of road) and drains to both sides.
2. In horizontal curves, the cross slope is banked into superelevation to reduce steering effort and lateral force required to go around the curve.
3. Cross slope criteria apply to typical tangent alignments.
4. On high-speed roadways, normal cross slope is 1.5–2.0 percent, with the cross-slope

	Design Speed - MPH				
Terrain Classification	15	20	25	30	40
Rolling	7	6	6	6	6
Mountainous	11	11	10	9	8

break (the algebraic difference in slopes between the lanes) at the centerline not exceeding 4 percent.

5. In areas of intense rainfall and where there are three or more lanes in each direction, additional cross slope may be necessary for adequate drainage.
6. Accomplishing other design features (superelevation transitions, pavement warping at intersections, etc.) will inevitably require removal of cross slope in spot locations. These cases are routine and necessary in design, and a design exception is not required. In addition to the cross slope of the lanes, the cross-slope break on the high side of superelevated curves should not exceed 8 percent (8%) (Figure 23). A formal design exception is required when this condition is not met. At intersections, or in unusual situations, the crown position may vary depending upon drainage or other factors.
7. Standard cross slopes minimums to be used on the traveled way for different pavement and surface types are as follows:

Type of Surface	Cross Slope (Percent)
Portland Cement	1.5
Bituminous Mix Pavements	2.0
Penetration Treated Earth or Gravel	3.0
Unsurfaced Graded Section	4.0

D . Barrow or Bar Ditches

Ditches may be required in cut sections without curbs and gutters. The slope from the edge of the shoulder to the bottom of the ditch shall not be steeper than 3:1.

E . Curbs and Gutters

1. Curbs and gutters may be required as follows:
 - a. On urban roads.
 - b. When drainage, traffic, or public safety necessitates.
 - c. As determined by the department.
2. All curbs and gutters shall conform to standards detailed in the latest edition of Colorado Department of Transportation Standard Specifications for Type 2 curb and gutter, unless otherwise specified by the County Public Works Department.

F . Side Slopes

1. Cut and Fill Slopes: Shall comply with LUR standards.
2. Flatter slopes shall be required in unstable soils. Cut slopes that are steeper than the standard may be considered in special situations, such as in solid material, but require

prior approval by the County. Some side slopes may require additional measures to stabilize or revegetate the slope.

3. The tops of all cut slopes shall be rounded with a minimum of a four (4') foot radius where the material is other than solid rock, and shall be reseeded with vegetation native to the area or as recommended by the local Natural Resources Conservation Service. The backslopes at the ends of all cuts, except rock, shall be flattened. The ditch at the lower end of the cut shall be widened gradually to discharge side ditch drainage away from base of adjacent fill slopes in order to avoid erosion and improve appearance.

G . Ramps for Physically Handicapped

All newly constructed, repaired, or replaced sidewalks and curbs shall provide adequate and reasonable access for the safe and convenient movement of persons and in compliance with the most current and adopted Americans with Disabilities Act Guidelines and amendments and Architectural Barriers Act Accessibility Guidelines for the Public Rights-of-Way.

H . Trails

Recreation path standard specifications may be developed or promulgated by Gunnison County. All submittals for trails may be referred to the Sustainable Tourism and Outdoor Recreation Committee for recommendations and should conform to LUR section 12-104 and the Gunnison County Trails Master Plan, as amended.

I . Horizontal and Vertical Clearance

The following are minimum clearances for structures or other roadside obstructions, including but not limited to, shrubs, trees, signs, gates, and fences. Additional clearances may be required for sight distance and/or other requirements. Accesses will be assessed on a case-by-case basis.

1. In all areas without curbs, or with mountable curbs, and with design speeds of forty (40) MPH or less, a minimum clear zone of fifteen (15') feet shall be provided. The minimum horizontal clearance shall be provided from the outside edge of the traveled way of a public or private road.
2. Mailboxes may be placed four feet (4') from the edge of the traveled way and must comply with CDOT's Roadway Design Manual.
3. The minimum vertical clearance for all overhead structures including signs, cables, etc. shall be in accordance with those specified in the applicable provisions of the latest edition of CDOT's Roadway Design Manual and/or the Manual on Uniform Traffic

Control Devices. In no case shall the overhead clearance be less than 13 feet 6 inches (13'6").

4. When roads or highways under the jurisdiction of other agencies are involved, the clearance as required by said agency, if more restrictive than these Standards and Specifications, shall apply.

4.5 Access Control Standards

A. Control Standards

The County shall apply these access control standards to all connections made within the rights-of-way by any highway, road, drive, trail (>50 inches), path (50 inches), or access otherwise determined by the County. Accesses shall be constructed to meet all of these Standards and Specifications.

1. All residential accesses that connect to a County road or public or private rights-of-way shall have a minimum surface width of twenty (20') feet at the edge of the pavement or road surface, and taper to a minimum surface width of sixteen (16') feet at a distance of two feet (2') from the edge of the road, and maintain this surface width to the end of the access. No residential access shall be in excess of twenty-four feet(24') wide in the Right-Of-Way, excluding corner Radii.
2. All such accesses shall be constructed with the following surface treatment section dimensions or combination thereof:

Access Material	Minimum Section Depth
Concrete	6 inches
HBP (asphalt)	3 inches with 4 inches Class 6 aggregate base course
Gravel (compacted)	6 inches Class 6 aggregate base course
Native Material	Permissible only if access road is native material and native material provides structural stability and an all-weather driving surface

and shall be installed in accordance with both an approved access permit and all applicable sections of these Standards and Specifications. Access to a County road or rights-of-way must be obtained through a permit as described in Section 6. "Uniform screened aggregate" shall not be used in the ROW or on grades in excess of 4%.

3. The maximum grades for accesses shall be 11%. This will be measured in the center of the travel way and as an average over thirty-foot (30')-long sections. The grade of the entrance/exit shall slope away from the road surface at the same rate as the cross slope and for a distance at least equal to the width of the shoulder or to the centerline of the drainage ditch, in order to allow water to effectively drain from the roadway

and enter the designed drainage.

4. All accesses and approaches shall not interfere with the drainage system of the roadway. The Director may require a stormwater management plan for the access as a condition of approval. The applicant shall be required to pay for and install, at their own expense, drainage structures at entrances and exits which will become an integral part of the existing drainage system. The dimensions of all drainage structures must be approved by the Gunnison County Public Works Department prior to installation and may require an engineered plan. The minimum size of culvert installed parallel to the road will be a twelve (12") inch diameter. Installation, maintenance, and replacement of the culvert shall be the responsibility of the property owner and shall maintain the original efficiency of the installation.
5. The horizontal axis of an approach to the roadway shall be at right angle to the centerline of the roadway and extend a minimum of thirty (30) feet beyond the traveled way. An angle between ninety (90) and seventy (70) degrees may be permitted if it can be shown that physical constraints exist that require a different approach angle. An angle less than sixty (60) degrees shall not be permitted. No more than one access shall be allowed regardless of ownership or subdivision, on any parcel of property when there is less than one hundred (100') feet of property frontage. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership, except adjacent platted subdivision lots, unless it can be shown that they are necessary for the safe use of the property. In such cases, any additional accesses, measured from the center line tangent, must be separated by more than one hundred (100') feet or more. Additional accesses may be considered only when the site geography inhibits internal connections and the public right-of-way is the only way to achieve the proposed land use. Additional accesses must comply with these regulations.
6. The extension of the access into the right-of-way or the radius-taper portion of an access, shall not encroach upon adjoining property. Property lines shall be extended on the existing tangent to the middle of the right-of-way to assess encroachment.
7. An access approach that is gated shall be designed so that the longest vehicle commonly using it can completely clear the traveled way when the gate is closed. In no event shall such distance be less than thirty-five (35') feet. Public rights-of-way shall not be gated unless approved by BOCC resolution.
8. Intersecting public and private roads shall be located opposite each other where possible or be offset by a minimum of one hundred twenty-five (125') feet.
9. Accesses shall have an all-weather driving surface. In most cases a manufactured product will be required. A native material road must be requested in writing and the access shall achieve the characteristics that provide an all-weather driving surface.
10. Accesses shall be measured from the edge of the traveled way, along the centerline of

the access, to the structure or proposed building envelope if no structure is constructed.

11. Accesses 150' or longer - shall have a cul-de-sac, or a "Y" or "T" turn around adequate to accommodate emergency service vehicles. All turn around areas shall be kept open and clear, and shall have sufficient area for snow storage outside of the road prism, and shall be plowed by the owner in the winter. All turnarounds shall be reviewed by the fire district responsible for fire suppression in the area and subject to additional requirements. (See Appendix E).
12. Accesses which are in excess of six hundred (600') feet in length and are single lane shall have standard inter-visible turnouts. The minimum number of inter-visible turnouts is one per six hundred-foot section (600'). The location of the inter-visible turnout will be determined in cooperation with Public Works and the fire district responsible for fire suppression in the area and may be impacted by multiple variables. (See Appendix D).
13. Access designs that allow for backing onto or off of a road are discouraged and shall be evaluated on a case-by-case basis. Lot size, proposed house location, traffic volume, and speed can be used as determining factors but are not exhaustive. The Director of Public Works shall make the final determination.
14. Any access permit application that has the potential to be used for a road for future development may be referred to the Community Development office for proper review.
15. Accesses that exceed four (4%) percent grade, uphill or downhill, will require an approach area with slopes below four (4%) percent grade in all directions for a minimum of 30 (30') feet measured from the edge of the traveled way.
16. A temporary access road as defined herein shall be required to meet all Standards and Specifications only within the right-of-way. The temporary access or road shall be removed and reclaimed within one (1) year of the temporary access permit issuance if an access permit is not submitted to convert the temporary access or road permit to a permanent access.
17. Adequate vehicle parking must be provided on the private parcel based on the proposed land use. Constructed or designated parking along the road, in the emergency turnaround, or protruding into the right-of-way shall not be permitted.
18. Any overhead structures designed for vehicles to travel under, such as a Porte-cochère, passageway, screen wall, archway, or other shall be at least thirteen and a half feet (13' 6") high for the width of the travel way, measured from the road surface.
19. Reflective address signs, as required by the local fire district, shall be installed at the access approach if the structure is in excess of 100 feet (100') from the public right-

of-way.

20. Snow storage shall be identified on site plan. Snow removed from accesses shall not be or stored on Road right-of-way.

21. Storing of construction materials in the Road Rights-of-way is not allowed.

22. Summary of Access Width Elements:

Type of Access	# of Lanes	Lane Width
Residential	1	16 feet
Agricultural	1	16 feet
Commercial	2	11 feet
Industrial	2	11 feet

23. Commercial Accesses shall be assessed based on the commercial use of the land and the necessary use of the parcel. Safety of the public is paramount to the assessment of commercial use. Each commercial access permit will be addressed on a case-by-case basis and does not create precedent.

24. Site Plan shall be in compliance with LUR Standards and Requirements and these Standards and Specifications.

- a. **Maps and Site Plans.** Maps and site plans submitted with any application shall be engineer quality and at a scale and sheet size that can be easily viewed or digital format with adequate resolution. A minimum scale of 1" = 100' is preferred. Sheet size shall not exceed 24 inches (24") by 36 inches (36").
- b. **All Property Served by the Access.** Include all land served by proposed access. This can be a simple, hand-drawn layout, but it must be legible, clearly marked, drawn to scale, and signed and dated by the person who drew it.
- c. **Phasing.** Any proposed phases of the construction, and their timing.
- d. **Total Acreage of Contiguous Property Owned by the Applicant.** Total acreage and location of all contiguous property owned by the applicant.
- e. **Total Acreage Impacted by Access Permit.** Total acreage of the site on which the applicant wants to obtain approval for the Access Permit.
- f. **Adjacent Landowners.** Names and actual land uses of adjacent landowners (including federal, State of Colorado and other publicly owned lands), to the site (in addition to the separate narrative listing). This includes properties that may be across a road, stream or river from the applicant's property.
- g. **Utility Locations in Area.** Location of all existing utilities on the property (septic tanks, wells, electric, gas, telephone or cable lines) that will serve the property.

- h. **Topographic Features.** Streams, lakes, ponds, wetlands, contour lines and elevations, any prominent ridgelines, and any other significant visual resource areas on the property.
- i. **Livestock Drives and Fencelines.** Historic or recorded stock drive easements crossing or adjoining the development property, including the location of any existing fences along property lines, and the location of new fences or other obstacles proposed to be built across any such stock drive.
- j. **Irrigation Ditches.** The location(s), and name(s), of any irrigation ditch crossing or adjoining the development property, as available from the Colorado Division of Water Resources, or ditch commissioner's records.
- k. **Drainage.** Drainage patterns and structures proposed or existing, on and adjacent to the Project property. Snow Storage and drainage impacts from snow storage location.
- l. **Parking.** Design and location of parking areas, both existing and proposed, This information should include length, width, Dimensions of emergency access turn arounds and intervisible pullouts, Access grade and points of grade changes, Radii of tight curves or switch backs, Sight distances, Elevations of access approach, and proposed elevation of home, Angle of access approach to roadway, and/or other items.
- m. **Existing Structures.** Locations and sizes of existing structures.
- n. **Proposed Structures.** Locations and sizes of proposed structures.
- o. **Boundaries.** Boundaries and related measurements.

B. Access to Arterial Roads

1. **Private Direct Access.** Private direct access to any arterial roads shall be permitted only when the property in question has no other feasible access to the public road system. When direct access must be provided, the following shall be considered:

- a. Access shall continue until such time that some other reasonable access to a lower functional classification road or highway is available and permitted. The access permit shall specify the future reasonable access location and, if known, the date the change will be made. Subdivisions shall be designed, if possible, to provide for alternative access at a future date.

No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that they are required for the safe use of the property.

2. **Spacing and Signing.**
 - a. For rural road sections, minimum spacing of all intersecting public roads, roads and highways shall be on one-half (1/2) mile intervals for paved arterials and one-

quarter (1/4) mile intervals for gravel arterials, plus or minus approximately 200 feet (200'). Where topography makes such spacing inappropriate, location of public approaches shall be determined by topography, property ownerships, property lines and physical design constraints. The final location should serve as many properties and interests as possible to minimize the need for direct private access to the road system.

- b. In areas where development accesses an arterial road, a traffic engineering study shall be completed to properly locate all proposed approaches. These studies shall be submitted to the Director of Public Works for review prior to the issuance of a Access Permit and shall be paid for solely by the applicant.

C . Access to Collector Roads

1. Private Direct Access. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that they are necessary for the safe use of the property.
2. Subdivision of a parcel shall not result in additional access unless shown to be necessary for safe use of the property.
3. Accesses located near an intersection shall be constructed so that the side nearest the intersection is no less than one hundred feet (100') from the centerline of the intersecting road
4. Access onto collector roads shall be spaced at a minimum one-quarter (1/4) mile intervals plus or minus two hundred feet (200').

D . Local Roads/Lanes

1. Private Direct Access. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that additional access approaches are required due to geography and would not be detrimental to the safety and operation of the road. Multiple accesses are at the discretion of the director and require waivers.
2. Accesses located near an intersection shall be constructed so that the side nearest the intersection is no less than one hundred feet (100') from the centerline of the intersecting road.

4.6 Intersections

A . General Requirements

To minimize conflicts and to provide for the anticipated crossing and turning movements, geometric design of each intersection must be given careful consideration.

Intersections occurring on horizontal curves or crest vertical curves are undesirable. When latitude exists in the selection of intersection locations, vertical or horizontal curvature should be avoided. A line or grade change may be warranted when major intersections are involved.

B . Intersection or Access Corner Radii

1. Intersections and Access Approaches shall not have a corner radius of less than two feet (2') .
2. Accesses designed for use by vehicles exceeding thirty feet (30') in overall length shall have a minimum effective corner radius of twenty-eight feet (28').
3. The access approach corner radii shall not be less than that necessary to accommodate the turning radius of the largest vehicle for which the access approach is intended for use on a regular basis.
4. Road Intersection corner radii shall be determined on a case-by-case basis.

C . Sight Distance

1. The required stopping sight distance necessary, as measured from the traveling vehicle to the intersection or access approach, shall be determined according to Section 4.3.A.2.
2. The minimum sight distance necessary for the entering vehicle will be based on the following criteria:
 - a. Intersection Sight Distance:

Design speed (mph)	AASHTO design sight distance criteria (feet)
15	80
20	115
25	155
30	200
35	250
40	305
45	360

- b. Sight distance shall be measured at a height of three and a half (3.5') feet between

the entering driver and the oncoming vehicle.

- c. The entering driver's eyes shall be considered to be fifteen (15') feet back from the edge of the traveled way.
- d. The vehicle shall be the largest vehicle normally intended to use the access approach. Normally means in excess of an average of one per day.
- e. After sight distance requirements are met and an access permit issued, a sign structure or parked vehicle shall not be permitted where it will obstruct the required sight distance.

4.7 Pavement Structure Design

A. General Design Procedure and Requirements

The requirements for the design of pavement structure sections shall be based on the most applicable section of the current edition of the Colorado Department of Transportation Roadway Design Manual.

B. Pavement Structure Design Report

A pavement structure design report shall be prepared by a professional engineer, as a requirement of road plan approval. The pavement structure design report shall include at minimum the following information:

- 1. Soil logs along the proposed roadway alignment at a maximum of five hundred (500) intervals.
- 2. Each log shall have a soil profile of at least four (4') feet below proposed subgrade elevation.
- 3. Representative samples for pavement design from each log shall be within two (2') feet below proposed subgrade elevation.
- 4. Each representative sample shall be classified according to the AASHTO Unified Soil Classification Table, along with an Atterberg Limits Test and sieve analysis.
- 5. The pavement design procedure is based on the Hveem Stabilimeter Test or the Expansion Pressure Test, which is used to compute a Resistance Value (R) of the subgrade. The California Bearing Ratio test may also be used to determine design parameters.
- 6. Proposed average daily traffic volumes (ADT) for each road shall be based on 100% of full development build-out including an adjustment for construction traffic. Traffic analysis for the purpose of pavement design shall be part of submittal requirements as

defined in the LUR.

7. Recommended structural sections, based on the design considerations, proposed typical sections, and sections of roadway which may require additional stabilization or treatment.

C. Flexible Pavement Design Considerations

The following elements are to be used in the design procedure:

1. The design procedure is based on the number of 18,000 pound single axle equivalent daily load applications (18k EDLA) per traveled lane.

The 18k EDLA shall be equivalent to 100% of fully developed ADT adjusted for construction traffic (110%). In no case will the 18k EDLA be less than 5 on private roads, lane and place roads, and local roads and 25 on collectors.

2. The serviceability index (SI) for private roads, collector roads, local roads, and lanes will be a minimum of 2.0. (See Figure 4-2). The SI for arterial, will be a minimum of 2.5. The specific SI will be determined using the CDOT Pavement Design Manual.
3. The regional factor shall be summarized as per Table 4-1. In no case will regional factor be less than 2.00.
4. Evaluation of subgrade soils and pavement structure materials shall follow the procedure in the Colorado Department of Transportation Roadway Design Manual and Table 4-2 of these Standards and Specifications.
5. An economic evaluation of alternate structure sections is encouraged. In making adjustments to the various layers of the pavement structure, a more economical design may result. For example, by increasing the asphalt thickness, a decrease in gravel and earthwork may result. By stabilizing a poor subgrade with lime or cement, a thinner structure section may result.
6. Also, the use of asphalt treated base or cement treated subbase or ridged concrete pavement may be a more economical use of materials. Life cycle cost analysis will help determine most economic materials to use.

D. Minimum Structural Sections

The minimum compacted depths of Hot Bituminous Pavement (HBP) and Aggregate Base Course (ABC) Class 6 (3/4") per road type which will be allowed are as follows:

	HBP	ABC
Gravel Roads	0"	6"
Local Road	3"	6"
Collectors	Dictated by project design	
Arterial	Dictated by project design	

Evaluation of the pavement design may result in an increase in HBP or substituting ABC with Plant Mix Bituminous Base (PMBB) or Portland Cement Treated Base. In no case will substitute sections be any less than three inches (3") in depth.

Minimum compacted depths of HBP and ABC shall only be used when all of the design consideration requirements and the pavement structure design report requirements have been fulfilled and show a section less than this minimum needed to support the design loads.

E. Rigid Pavement Design

The design of Rigid Pavements or Portland Cement Concrete Overlay for roadway surfaces shall conform to the applicable section of the latest edition of the Colorado Department of Transportation Roadway Design Manual. Thickness shall be dictated by the project design, and in no case shall the pavement thickness be less than 3 inches, overlays shall have a thickness of at least 2 inches (2").

4.8 Drainage

A. Application

This section presents minimum required standards for the design of road and access drainage systems. Design of ditches, storm sewers, drainage courses and drainage crossings shall be performed by an engineer. Proper and adequate accommodation of drainage shall be provided for the protection of the roadway improvements and safety of the public.

B. Design Criteria

Design criteria for the collection of and movement of water through public roads are based on the size of the drainage basin.

1. Minor Drainage Basin. A minor drainage basin will consist of a surface area less than one hundred (100) acres. All water courses and structures in a minor drainage basin shall be designed for ten (10) year storms.
2. Major Drainage Basin. Drainage basins with surface areas greater than one hundred (100) acres shall be classified major drainage basins, in which one hundred (100) year storms shall be used as design criteria.

C. Hydrology

One of the following four computational techniques must be used in the planning and engineering of a drainage system. In addition, a written explanation must be given by the applicant why the particular technique was used.

1. Rational Method. The rational method is recommended for storm sewer, culvert design, and overland flow of minor drainage basin. It is simple, and when used with adequate input parameters, it provides reasonable results for use in project design.

The basic equation is $Q=CIA$ Where:

Q - Peak discharge in cubic feet per second (cfs)

C - Coefficient of runoff (dimensionless)

I - Average rainfall intensity for a duration equal to the time of concentration of the watershed (inches/hour)

A - Drainage area of the watershed (acres)

2. Soil Conservation Service (SCS) Unit Hydrograph Method and SCS Tabular Hydrograph Method. In most drainage basins, rainfall runoff data from which unit hydrographs can be derived is unavailable; thus, a synthetic unit hydrograph must be developed. The USDA Soil Conservation Service has developed a method of hydrograph syntheses which is now being widely used. The Tabular Hydrograph Method provides a tabular approach to estimating peak discharges from urban areas using the time of concentration and travel time. This method can readily predict the increase in peak flow when all or a portion of the watershed is to be developed.
3. Soil Conservation Service (SCS) Method. The SCS method was developed particularly for agricultural watersheds. This widely used method is applicable to the mountainous regions on areas from two hundred (200) acres up to ten square miles, and above 6,000 feet (6,000') in elevation. The method is presented in Procedures for Determining Peak Flows in Colorado - 1980 Edition (U.S. Department of Agriculture, Soil Conservation Service, 1980), or the most recent update.
4. Regional Analysis - A statistical or regional approach appears to be most appropriate for those areas in Gunnison County where peak flows occur from seasonal snow melt. Also, where large watersheds are expected to undergo significant urbanization, computer simulation techniques should be utilized, such as the HEC I and HEC II Programs.

D. Drainage and Irrigation Structures within County Road Rights-of-way

1. Materials. Culverts shall be constructed from acceptable polymers. The Public Works Department may allow reinforced concrete, corrugated aluminum, corrugated galvanized steel, or other material. The minimum pipe size installed perpendicular to the road shall be a fifteen (15") inch diameter round pipe or shall have an equivalent

15 inch diameter round cross sectional area for other shapes.

2. Inlets and Outlets. Culverts may need to be designed either with headwalls and wingwalls or flared-end sections at the inlet and outlet. Additional protection may also be required at the inlet and outlet due to the potential scouring velocities.
3. Velocity. A minimum velocity during a minor storm event of three feet (3') per second is required to assure a self-cleansing condition of the culvert. The maximum culvert velocity is dictated by the channel conditions at the outlet. If the outlet velocities are less than seven (7) feet per second for grassed channels, then only a minimal amount of protection is required. Higher outlet velocities will require substantially more protection. The maximum outlet velocity shall be twelve (12) fps along with the proper erosion protection.
4. Structures. All culverts, as a minimum, shall be designed in accordance with the procedures of AASHTO Standard Specifications for Highway Bridges and with the pipe manufacturer's recommendations.
5. Irrigation Ditches. Ditches may cross roads, but shall not parallel a road within the road right-of-way. The County is only responsible for conveying the water through the rights-of-way in a manner that maintains the efficient use of the irrigation water. The type, alignment, and size of the pipe will be determined by the County in consultation with the water right owner. Metering, diverting, measuring, or otherwise managing the water shall occur outside the rights-of-way and is not the County's responsibility.

E. Barrow or Bar or Roadside Ditches

1. In areas where no curb and gutter is required, the maximum allowable capacity for the roadside ditch shall be no more than that calculated through the use of Manning's formula with an appropriate roughness coefficient. If the natural channel slope would cause erosion velocity, suitable channel protection, as approved by the Public Works Department, shall be installed. (See Table 4-3).
2. The design must give full consideration to sediment disposition and to scour, as well as hydraulics.
3. For anticipated drainage velocities in excess of twelve (12') feet per second erosion protection shall be provided for the channel. Erosion protection design must be approved by the County Public Works Department.

F. Bridges and Low Water Crossings.

All private or public bridges over waterways shall meet or exceed legal load limit requirements, have an Army Corps 404 permit, and obtain a Permit from the Gunnison County Community Development Department before construction may begin. All private or public bridges not over waterways will also meet or exceed the legal load limit

requirements and obtain all necessary permits before construction may begin.

1. Standards for Bridges. The design and supporting calculations for bridges shall be prepared and certified by an engineer. The following minimum standards shall apply to all bridges:
 - a. A minimum clear width of no less than sixteen (16') feet or equal to the width of the approved approach road, sufficient to provide service for the proposed use. In no case shall a bridge be designed in a way that excludes emergency personnel and their vehicles.
 - b. Grade Criteria: Minimum of 0.5 percent / Maximum of 4.0 percent
 - c. Highway Semitrailer 15-ton (HS-15) load rating. In all cases, the bridge load limit and bridge ownership shall be conspicuously posted by the permit applicant. Posting shall be in accordance with the latest edition of the Manual of Uniform Traffic Control Devices, and the signs shall be owned, posted, and maintained by the applicant or property owner in perpetuity. An alternative loading may be allowed by the County where it can be demonstrated that anticipated loads will not exceed an HS-10 rating. The design may need to be altered to restrict loads in excess of HS-10.
 - d. Non-County Bridges in public rights-of-way and/or open to public travel may be required to provide inspections at the sole cost of the responsible party in accordance with Colorado Department of Transportation Standards.
 - e. Hydraulic criteria:
 - i. A single clear span bridge.
 - ii. All bridges shall include a minimum one (1) foot clearance between the lowest horizontal member and the base flood elevation.
 - iii. Where bridge abutments and foundations are located below the base flood elevation, concrete wingwalls shall be required at forty (40) degree to sixty (60) degree angles tied to the existing side slopes to prevent erosion behind the abutments.
 - iv. At no time shall the waterway section at the bridge accelerate to velocities sufficient to scour and undermine the bridge's abutments and wingwalls.
 - f. Utilities attached to bridges shall not obstruct flows within the stream channel, or waterway users (i.e. boats, rafts); or sight distance to drivers using the structure. Attached utilities shall not interfere with or encumber the maintenance of the bridge.
 - g. All bridges on roads proposed for acceptance into the County Road System shall

meet AASHTO Standards for the use being served. Acceptance will be made in accordance with the following policies:

- i. New Structures. All structures shall be designed by a professional engineer in accordance with AASHTO specifications for highway bridges. Designs for said structures shall be reviewed for approval by the Gunnison County Public Works Department. Upon approval of the plans, any person, partnership, association, or corporation desiring to have such a bridge constructed shall bear all costs associated with the construction and final inspection. All new bridges shall have a sufficiency rating greater than ninety (90) when evaluated by FHWA/CDOT procedures.
 - ii. Existing Structures. All structures being reviewed for acceptance shall meet current AASHTO specifications and receive a sufficiency rating of greater than seventy (70) when evaluated by FHWA/ CDOT procedures. The petitioner shall present plans and specifications for review to the County Public Works Department. Upon approval of said plans and specifications, the subject bridge may be considered for acceptance, subject to a final field inspection by the County. After it has been determined that the subject structure meets all requirements, the County Public Works Director shall submit the petition to the Board for consideration of acceptance into the County Road System.
 - h. All bridge abutments shall be located to avoid adversely affecting the natural hydraulics and inundation characteristics of wetland areas.
2. Low Water Crossings. To protect water quality, wet low water crossings are prohibited. A dry low-water crossing (also known as an Irish bridge, causeway, low-level crossing or low-water bridge) is a low-elevation roadway traversing over a waterbody that stays dry above the water when the flow is low, but is designed to get submerged under high-flow conditions. The design and supporting calculations for all low water crossings must be prepared and signed by an engineer. The following are minimum standards for private low water crossings.
- a. A minimum clear roadway width sufficient to provide service for proposed use.
 - b. Grade criteria: Minimum of 0.5 percent / Maximum of 10.0 percent
 - c. Side slopes shall not be steeper than 3:1 and shall be protected by a six-inch (6") concrete facing or by eighteen (18") inch rip-rap.
 - d. The culverts used must be a minimum of fifteen (15") inches in diameter.
 - e. Minimum cover over the culverts will be as follows:
 - i. Round pipe – twelve (12") inches or as recommended by the manufacturer

- ii. Arch pipe – twelve (12”) inches or as recommended by the manufacturer.
- f. Hydraulic criteria: Culverts shall have the capacity to carry the ten-year peak discharge from that stream, with a HW/D ratio not to exceed 1.5.
- g. At no time shall the waterway section at the crossing cause a significant rise (one foot) in the intermediate regional flood elevation or cause flows to accelerate to velocities greater than those expected during the intermediate regional flood.

4.9 Road Appurtenances

A. Road Signs and Traffic Control Devices

All road signs, striping, delineators, barricades, signals, and other traffic control devices shall conform to the most recent Edition of the Manual on Uniform Traffic Control Devices (MUTCD) published by U.S. Department of Transportation, Federal Highway Administration, and any applicable Colorado supplement.

The permittee shall bear all expenses for the fabrication and installation of road name signs, permanent barricades, and/or signs for implementing the approved project design (i.e. one way, no parking, dead end, private drive). Road name signs shall be lettered and erected in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. Non-typical signs shall not be the responsibility of the County to repair or replace after acceptance of the road. Materials shall require the review and approval of the Gunnison County Public Works Department. All Signs and traffic control devices shall be in place prior to road acceptance.

B. Guardrail

Guardrail may be required by the Public Works Department based on to the following criteria:

1. To protect a fixed object.
2. At a location with a high accident rate (vehicles accidentally leaving the traveled roadway).
3. In areas of steep terrain or high embankments.
4. On an isolated sharp curve on a road otherwise built to higher standards.
5. On curves requiring a reduction in approach speeds where one of the following conditions exist:

- a. The height of embankment is more than ten feet (10').
 - b. The side slope is steeper than 4:1.
 - c. Substandard pavement and shoulder widths.
 - d. Other roadside hazards.
6. Bridge Approaches. Approach guardrail for bridges on roads classified as Major Arterial, Suburban Collector, Suburban Lane, Rural Arterial or Rural Collector shall conform to current Colorado Department of Transportation M-Standards for Guardrail. Approach guardrail for bridges on roads classified as Rural Local, Rural Lane, Local Intermittent or Primitive Recreation shall conform to Engineered plans.

C . Cattle Guards

Cattle guards may be installed where they are necessary for the control of livestock to improve the safety of the travelling public. Cattle guards are integral to livestock fencing. New applications for cattleguards shall be made in writing. Unless the County agrees otherwise expressly and in writing, the cost of construction, installation, and replacement shall be the applicant's sole responsibility, including any fence attachments, gates, or posts. The clear opening of the cattle guard shall extend from the edge of the shoulder to edge of shoulder for the standard roadway section approved. Each cattle guard location shall also have a bypass gate installed to allow livestock passage. Cattle guard and gate location and design shall be approved by the Director of Public Works prior to installation.

Appendix H is a drawing of the standard 24-foot (24') cattle guard built and used by the Department. Any proposed non-standard design or width must apply for a waiver of these standards from the Director.

4.10 Utilities

Any utility within a road right-of-way shall be designed and located to maximize public safety and minimize road impact and maintenance and snowplowing costs. All utilities requiring above-ground risers or boxes shall locate them at least twenty feet (20') from the centerline of the road. All new underground facilities must be electronically locatable when installed, including laterals up to the structure or the building being served. All plowed or trenched installations must include appropriate color-coded warning tape placed not less than twelve (12") inches vertically above the top of the line. The warning tape shall be surface-detectable if needed to facilitate detection of the line. When a utility company must make an emergency repair on a County road to restore service, they may do so. The company should notify the Director of Public Works within forty-eight (48) hours to coordinate the repair of the site as soon as possible.

A. Underground Utilities

- 1. Where the installation crosses a paved roadway, it shall be made by mechanical boring

or jacking beneath the road surface. Open cutting shall be allowed to the edge of the shouldered portion of the road. No tunneling shall be permitted. In no circumstance shall an existing culvert be used for an installation of an utility. The Director of Public Works may, in their sole discretion, authorize pavement cuts with associated requirements based on the condition of the asphalt and known soil conditions in the area.

2. If micro-trenching installation is requested, it will be evaluated based on several factors, including but not limited to: roadway classification (e.g., arterial, collector, or local), traffic volumes, signalized intersections, condition and age of the existing pavement, existing utility infrastructure, and other site specific circumstances. Requests for micro-trench installations are required to include detailed drawings of the proposed route(s), location of micro-trench along route (including laterals), justification for the nonstandard trench installation, and if approved, an electronic as-built file.
3. Pavement cuts are permitted when: two unsuccessful attempts have been made to bore or jack the installation; conflicting utilities place constraints as to elevation or alignment on the proposed installation; connecting to an existing utility located beneath the paved portion of the roadway; and approved in advance by the Director of Public Works.

Cutting existing asphalt shall be accomplished so as to provide a neat even line perpendicular to the centerline of the roadway, the cut and resulting repair will be done in accordance with the “T patching” best practice.

4. When an open cut is allowed, the permittee is responsible for restoring the disturbed portion of the roadway to its original condition. The disturbed area shall be repaired within forty-eight (48) hours from the time of excavation, or twenty-four (24) hours from completion of the project within the roadway. Prior to completing the repair the cut must be left in an acceptable condition for public use. Any repairs not completed within 48 hours must be approved by the Director of Public Works. (See Figure 4-1).

Backfilling within the roadway prism shall be made in six-inch lifts and mechanically compacted and to 90% density around the utility, and 95% density for the remaining portion of the trench between the base course and the utility. Backfill outside the roadway prism shall be compacted to a density consistent with the adjoining area. Relative densities shall be determined by AASHTO T-99, with the material within one percent of optimum moisture. Backfill material shall be of clean, random (non-granular) material. Bedding material may be granular. Imported backfill meeting standards defined by the Department of Transportation, Division of Highways, State of Colorado Standard Specifications for Road and Bridge Construction, latest edition may be required when existing material is unsuitable.

Permittee may be required to perform compaction control testing. The compaction testing schedule is as follows:

- a. One test at 1/2 trench depth from zero to five feet deep (0-5'), and one test at finish grade.
- b. Two tests, one at each third point for trenches five to ten feet (5-10') deep, and one test at finish grade.
- c. Three tests, one at each quarter point for trenches ten feet (10') deep and over, and one test at finish grade.

Tests shall be performed at thirty (30') foot intervals for trenches one to one hundred twenty (120') feet in length, fifty (50') foot intervals for trenches one hundred twenty (120') to three hundred (300') feet, and one hundred (100') foot intervals for trenches over three hundred (300') feet in length. Permittee shall bear all expense for testing fees and repair costs. The County reserves the right to conduct in-place density tests to confirm the permittee's density test results, and require retesting of areas where conflicting test results are obtained.

An acceptable surety guaranteeing repair or replacement of failures within a one-year period after completion of the last repair shall be required for road cuts.

Structural backfill (flow-fill) meeting an approved design containing portland cement water, coarse aggregate and fine aggregate and, resulting in a maximum of sixty (60) psi in twenty-eight (28) days may be used in lieu of compaction testing.

Hot Bituminous Pavement Mix Grading C, CX, G, OR F as defined by the Department of Highways, Division of Transportation, State of Colorado, Standard Specifications for Road and Bridge Construction, latest edition, shall be used for patching material, except when unavailable, during which time a temporary cold mix patch shall be allowed. Temporary patches shall be replaced with hot mix patches within five working days after material becomes available. The layer of patching shall be at least as thick as the original road surface, and in no case less than two inches. Asphalt cuts shall be twenty-four (24") inches wider (twelve inches per side) than the width of the excavation.

Permittee shall be responsible for patch failure and subsequent surface settlement for a period of twelve months after completion of the last repair.

Repairs to failed patches may be made by the county and billed directly to the permittee.

5. No underground utility may be installed within a road right-of-way if such installation would interfere in any fashion whatsoever with any existing utility installation or water course, including a corral, ditch or culvert, except with the prior written authorization of the owner of the existing utility installation or water course. Damage to any existing utility or in-ground infrastructure shall be the responsibility of the permittee, given that the existing utility complied with Colorado subsurface

utility regulations.

6. The traveling public shall be protected during the repair or installation of utilities with proper warning signs or signals. Warning signs and signals shall be installed and maintained by and at the expense of the permittee, in accordance with latest edition of The Manual on Uniform Traffic Control Devices. The County Public Works Department may require a construction signing plan prior to the granting of this permit. If proper signs are not in place during the work or a critical safety deficiency is observed, the Director of Public Works or authorized representative shall immediately stop all work until proper corrective actions are taken.
7. Utility placement by plowing may be allowed in certain locations. Plowing shall not occur across paved roads. Where plowing operations occur across the roadway prism and result in an open cut, backfilling shall be done in accordance with this Section. Longitudinal plowing on a gravel road within the traveled way shall require aggregate replacement.
8. When a road closure due to utility installation becomes necessary, the permittee shall notify the Gunnison County Sheriff's Office and/or State Patrol, transit authority, ambulance, fire department, and school district, stating duration of all road closures. All road closures must be approved by the Director of Public Works in writing in advance of road closure.
9. No cleated or tracked equipment shall work on or move over asphalt surfaces without mats.
10. Any materials excavated as the result of utility installation shall be removed from road surface each day unless the material pile is signed per The Manual on Uniform Traffic Control Devices and may serve as a barrier to an open excavation. The Director of Public Works may require that road surfaces be washed. (C.R.S. § 42-4-1207)
11. Requests for permits should allow forty-eight (48) hours for a field review by the County Public Works Department prior to the issuance of any permit.
12. Construction of underground installations will generally require the services of an inspector approved by the County Public Works Department. All extraordinary costs related to such inspection will be borne by the permittee.
13. Failure to obtain a permit when working within the County road rights-of-way will result in a fee five (5) times the regularly scheduled fee.
14. Road cuts for utility installation or repair made parallel to the centerline of the road, and which cause damage to, or require the removal of asphalt in any traffic lane, require the replacement of asphalt to the full lane width throughout the disturbed section.
15. When utilities are to be located behind the curb, the trench or excavation shall be located

at a distance away from the back of curb or edge or asphalt equal to the depth of the trench or excavation.

16. No placement of underground utilities will be allowed when there is more than four inches (4") of frost present.
17. Utility Locate Markers. All flagging feathers used for utility locates shall be removed by the applicant before release of financial security.
18. As-Built Plans. All applicants for surface alteration or road cut permits will be required to submit a complete set of as-built plans before the final release of financial security.
19. Reclamation of Disturbed Areas. The permittee shall be responsible for the complete reclamation of areas disturbed within the rights-of-way to prevent the introduction and/or spread of noxious weeds and soil erosion. Soil disturbance of five hundred (500) square feet or greater shall be revegetated. Revegetation requirements for soil disturbance less than five hundred (500) square feet will be at the discretion of Gunnison County.
20. Noxious Weed Control. The permittee shall be responsible for noxious weed control in disturbed areas utilizing Integrated Weed Management (IWM) practices. C.R.S. § 35-5.5-101, *et seq*: the *Colorado Noxious Weed Act*, Gunnison Basin Integrated Weed Management Plan; Board Resolution 98-13, as amended, and Gunnison County Land Use Resolution require that noxious weeds be controlled. Noxious weed infestations should be properly identified to determine proper control measures. Noxious weeds can be controlled by utilizing one or more of the following IWM practices: 1) biological control, 2) cultural control, 3) herbicide control, or 4) physical control. Contact Gunnison County for the current list of noxious weeds mandated by law to be controlled and for assistance in weed identification and control methods.

4.11 Procedures for Encroachments to Rights-of-Way

A. Purpose and Procedure.

The purpose of this section is to establish public works, engineering, inspection, permitting and other requirements that must be met before a structure, repair or other improvement (including but not limited to or temporary construction parking) can be placed by a public or private property owner within the rights-of-way of a County road, or public road under County jurisdiction, or private road under County jurisdiction.

1. No person or persons shall begin work on a proposed structure, repair or improvement, or make substantial renovation to an existing structure, repair or improvement, within County Rights-of-way, a County road, or public road under County jurisdiction, or private road under County jurisdiction except as specifically permitted herein, without first obtaining a Right-of-Way Encroachment Permit to erect or maintain a structure, repair or improvement on rights-of-way from the County. A

separate permit will be required for each structure, repair or improvement proposed, unless a group or series of structures are proposed at one time.

2. Installation, maintenance, or improvements of a utility in, on or below a County Road or public road under the jurisdiction of Gunnison County shall require:
 - a. A permit for improvement in the right-of-way
 - b. A Right-of-Way permit.
3. A permit will not be required, and the structure, repair or improvement considered exempt, for the following:
 - a. Minor or insubstantial maintenance to an existing specific structure. Such work includes, but may not be limited to, cleaning, painting or other minor resurfacing to an existing structure or structures; repairing or mending an existing structure or structures.
 - b. Any work within the rights-of-way to repair or maintain existing irrigation ditches or impoundments.
 - c. The Director of Public Works can determine if a proposed structure, or improvement or maintenance is exempt.
4. Whenever Gunnison County determines that an existing structure or structures, improvement or improvements, approved or not approved, becomes a hazard to public safety or interferes with the County's maintenance or structure plans for the rights-of-way on which it is placed, the owner of the property which the structure benefits, upon receipt of written notice from the Director of Public Works or their representative shall, within the period specified therein, repair, move, or eliminate said structure(s) or improvement (s), so as to eliminate the hazard or impedance and be in conformance with the requirements contained herein. Requirements contained herein may be enforced as set forth in Section 2.3.
5. To receive a permit to erect or maintain a structure or improvement in a public right-of-way, each applicant is required to submit a Right-of-Way Encroachment permit application form and any associated plans or specifications required by the County. The applicant is advised to meet with the County Public Works staff prior to application submission to ensure that all necessary information is provided.
 - a. Two (2) sets of plans and specifications shall be submitted for review by the Director of Public Works or her representative. If required by the County, these plans and specifications shall be prepared and signed by a Colorado Registered Professional Engineer. In all cases when they are requested, the plans and specifications shall show the following:
 - I. Structure(s) plan and profile;

- II. If the structures(s), repair(s), or improvement(s) impact existing roadside drainage, a plan showing how such impacts shall be mitigated by the applicant;
 - III. Map or letters from utility companies detailing utility placement in the area of the proposed structure(s);
 - IV. Any relevant current land use approvals;
 - V. Map showing property ownership and easements. Director of Public Works may require a survey.
 - VI. Proposed structure(s), repair(s), or improvement(s) design and site plan, showing reclamation/revegetation plan if hillsides are to be disturbed if fill or cuts are to take place as part of the plan;
 - VII. Signage plans, if any;
 - VIII. Maintenance requirements and plan; and
 - IX. Any other requirements as determined by the Director of Public Works in their discretion.
- b. Supplemental reports and data (i.e., geology, soils, water, drainage, wildlife, etc.) may be required. Supplemental reports are to be prepared by qualified professionals as required by the Director of Public Works or the Director's representative.
 - c. Gunnison County shall have the reasonable right to have all plans, specifications and supplemental reports reviewed by qualified professionals identified by Gunnison County at the cost of the applicant.
 - d. If required, the applicant shall execute and fully fund a security agreement in the form and amount determined by the Director of Public Works in consultation with the County Attorney.
- 6. Neither the issuance of a permit nor compliance with the provisions hereof or with any conditions imposed in the permit issued hereunder shall relieve the applicant from the full responsibility for any damage whatsoever caused to persons or property, nor impose any liability upon any official, appointee, or employee of Gunnison County for damage to person or property. Nothing herein is or shall be construed to be a waiver by Gunnison County of governmental immunity.
 - 7. The application shall be denied if the Director of Public Works determines that it is not in the public interest or that it will adversely affect public health, safety, or welfare.
 - 8. Whenever a permit is required by this section and the permit is denied by the Director of Public Works, or the Director's designee, the applicant for the permit may, within

fifteen (15) days from the date of such denial, request in writing to the Director of Public Works, an appeal of the denial to the Board. The Director of Public Works shall, within fifteen (15) days of receiving the request, submit to the Board the written request for the appeal, and any administrative record consisting of documents considered by the Director of Public Works in such denial, including the application for the permit and all relevant documents. The Board will then decide, based upon a review of the record, whether to accept or reject the decision of the officer, within thirty (30) working days of receiving the permit application and all relevant documents. The Board may, in its discretion, request additional or other information from the applicant, the county officer who issued the denial, or other county staff. The decision rendered by the Board is the final decision of the County. For Gunnison County “Right-of-Way Encroachment Permit” application information please refer to Section 6.

9. For fee information, see Exhibit A.

SECTION 5 CONSTRUCTION SPECIFICATIONS

5.1 General Policies

A. Gunnison County Construction Specifications

During the execution of road and bridge construction and related work, all materials, performance, and quality of work shall conform to the requirements of these Standards and Specifications, the applicable sections for the most current edition of the Department of Transportation, State of Colorado Standard Specifications for Road and Bridge Construction, Colorado Standards Plans, Division of Highways M & S Standards, American Association of State Highway and Transportation Officials, and the Standard Specification for Highway Bridges.

If these Standards and Specifications or the Department of Transportation Standard Specifications do not cover a specific situation during the course of work, applicable specifications must be approved by and permission obtained from the County. In the event that there is conflict between the various reference specifications, they shall govern in the following order:

1. Gunnison County Standards and Specifications for Road and Bridge Construction
2. Most recent, adopted, and applicable State of Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction; and M & S Standards and Specifications
3. Most recent, adopted, and applicable AASHTO Standard Specifications

The County shall be the final authority on the meaning or interpretation of all specifications.

B. The Project Engineer

Each road developer shall designate to the County Public Works Department a person who shall be responsible for general compliance with these Standards and Specifications, approved permits, and development improvement agreements, and the following:

1. To provide to the County any engineering details, documentation, or any other information regarding the prosecution of the work;
2. To apply to the County for written approval by the County any proposed alterations to the approved plans and specifications prior to construction;
3. To provide reproducible "as-built" plans, and specifications to the County Public Works Department upon completion of all work to be performed on the project as a

condition of final approval of the work;

4. To furnish and set construction stakes and marks establishing all lines, grades, and measurements necessary to the proper prosecution of the work in its final location as shown on the approved plans and specifications;
5. To make sure all survey monuments disturbed or removed are replaced in kind at their original locations; and
6. To provide all materials testing necessary to establish parameters required to inspect work for compliance with approved plans and specifications.
7. To stop dirt work when frost levels reach four inches (4").

C. Inspection and Testing

1. All work done on County roads and those roads required to be in compliance with approved land use change permits may be inspected by the County Public Works Department to ensure compliance with these Standards and Specifications, and the applicable provisions of the land use change conditions, approved plans, or subdivision agreement.
2. The County shall suspend the work wholly or in part, due to the failure of the contractor to carry out provisions of these Standards and Specifications, approved permits and development improvement agreements.
3. To ensure compliance with these Standards and Specifications and approved plans, adequate in-process inspection and testing is required. The Project Engineer shall be responsible for certifying all work is completed in accordance with the approved plans and specifications.
4. The County shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Project Engineer and contractor as required to make a complete and detailed inspection. The County may require that any work done or materials used without inspection must be ordered, removed, or replaced. The County may, at any time before acceptance of the work, direct the Contractor to remove or uncover any such portion of the finished work. After examination and approval of the work by the County, the Contractor shall restore the disturbed portions of the work to the standard required by the specifications. Inspection by the County shall not relieve the developer and/or contractor, or their designated representatives of the responsibility to control the work and insure compliance with the approved plans and specifications. The County shall not be responsible for insuring project compliance with the approved plans and specifications.

5. When the Construction Specifications of other jurisdictions are involved in the work, written approval shall be provided by the other jurisdictions and made available to the County prior to final acceptance of the work. Regular in-progress materials testing shall be provided to the County in a timely manner during the course of the work, and should be a requirement of final acceptance.
6. All materials testing shall be performed by an independent laboratory under the supervision of a professional engineer. All testing shall be at the expense of the developer, the Project Engineer, or the contractor.
7. Prior to acceptance by the County, all work not in compliance with these Standards and Specifications, approved permits, and/or development improvement agreements shall be brought into compliance at the Contractor's or owner's sole expense.
8. For the minimum requirements for compaction of embankments, sub-grades, and utility trenches, see Table 5-1. For required quality tests, see Table 5-2.
9. Embankment shall be exempt from controlled compaction testing and the following shall apply: Embankment shall be by layer placement. Surfaces steeper than a ratio of 3 horizontal to 1 vertical (3:1) upon which embankment is to be placed, shall be roughened or stepped to provide permanent bonding of new and old materials.
10. Embankment shall be layer placed, except over rock surfaces, in which case material may be placed by end dumping to the minimum depth needed for operation of spreading equipment. Each embankment layer shall be leveled and smoothed before placement of subsequent layers. Hauling and spreading equipment shall be operated uniformly over the full width of each layer. Suitable material shall be placed in layers no more than twelve inches (12") thick, except when the material contains rock more than nine inches (9") in diameter, in which case layers may be of sufficient thickness to accommodate the material involved. No layer shall exceed twenty-four (24") inches before compaction.
11. Placing individual rocks or boulders greater than twenty-four (24") inches will be permitted provided the embankment will accommodate them. Such rocks and boulders shall be at least six (6") inches below sub-grade. They shall be carefully distributed and the voids filled with finer material to form a dense and compacted mass.
12. At a minimum, Material shall be a moisture content suitable to obtain a mass that will not visibly deflect under the load of hauling and spreading equipment.

D. The Use of Approved Plans and Specifications

1. Any work performed without approval or that deviates from the approved plans and specifications shall be considered unauthorized and may be ordered removed and the pre-existing conditions restored.

2. Standard drawings for proposed road and bridges submitted to Gunnison County for approval shall be drawn on standard plan and profile sheet 24" x 36" or submitted in an acceptable digital format.
 - a. Plan drawings shall be on a scale of not less than one inch (1") equals one hundred feet (100'). Bearings and distances shall be shown in plan view.
 - b. Profile drawing shall be on a scale of not less than one inch (1") equals ten feet (10') vertically and one inch (1") equals one hundred feet (100') horizontally. The length of vertical curves and percent of grade shall be shown on profile. Size, length and station location of pipe shall be shown on profile.
3. A typical roadway cross section of a scale not less than one inch (1") equals ten feet (10') shall be furnished with all road plans. Cross section shall show road width, surfacing type, width and depth, cut and fill slopes and other special treatments such as top soiling or rip rap. A cross section shall be drawn for each culvert installation showing size and length of pipe, height of cover over pipe and grade of pipe.
4. All standard drawings shall be drawn on reproducible quality paper or in digital format with adequate resolution.
5. The approved plans, specifications, supplementary specifications, standards, supplementary standards and any special provisions required or approved by the County shall be considered consistent to describe and provide for the complete work.
6. The contractor shall not take advantage of any error or omission in the approved plans, standards, and specifications. In the event of an apparent error or omission is discovered, the Project Engineer and the County shall be notified. The developer and/or contractor, acting through the Project Engineer, shall make any corrections required, subject to approval by the County.

E. Acceptance of Work

1. Partial Acceptance. Immediately after a section of the work is completed such as a section of the subgrade, structures, trench backfill, etc., acceptance of that element is required prior to proceeding with the next element. An example would be acceptance of subgrade prior to the placement of subbase. If, after partial acceptance of an element of work, conditions change and the next element is not constructed for a period of time, the County may require a re-inspection and acceptance as per Section 5.1.
2. Final Acceptance. Immediately upon completion of the project the road developer shall notify the County Public Works Department and schedule a final inspection.
3. If the County Public Works Department determines that construction is in compliance with these Standards and Specifications, approved permits and/or development

improvement agreements it may initiate the procedure for acceptance by the Board for maintenance or release of the performance guarantee securing the completion of the work within three hundred and sixty-four (364) days.

4. If the County Public Works Department determines that construction is not in compliance with these Standards and Specifications, the County shall provide written notification of the deficient items to the road developer and to the Gunnison County Community Development Department. In the event the work is not done, the developer or owner is responsible for maintenance of the work until such time as all such items are completed or corrected and a satisfactory re-inspection is made, and the work approved in writing by the Director of Public Works.

F. Cooperation with Utilities

1. The developer shall be responsible for coordinating the location, relocation, installation or removal of all utilities involved with the construction of the project.
2. The construction plans for the proposed project shall be submitted to the affected utilities as soon as possible. Adequate notice shall be given to utilities for utility locations required for the work to avoid damage to existing utilities and conflicts in the work.

G. Guidelines for Traffic Studies

Traffic Studies shall be required as determined by the Director of Public Works. Traffic studies shall follow the guidelines in the Gunnison County Land Use Resolution Section 12-103: ROAD SYSTEM or as determined by the Director in their discretion

SECTION 6

PERMITS

6.1 Issuance of Permits

Permit fees and bonds for any permit named in these Standards and Specifications shall be set by the Board.

6.2 Right-of-Way Permit (Work Within Rights-of-Way)

- A. No individual, company or corporation, or public agency shall construct or alter any road, drainage, or other infrastructure within a County road rights-of-way, County road, or public road under County jurisdiction, or private road under County jurisdiction without a Surface Alteration Permit from the Director of Public Works. Road construction shall be in accordance with engineering plans prepared by a professional engineer, in conformance with these Standards and Specifications, with said plans to be approved by Gunnison County.
- B. No individual, company, corporation, or public agency shall modify, install, repair, or otherwise change any utility located in, on, or over and within thirty (30') feet of the centerline of any County Road, or public road under County jurisdiction, or private road under County jurisdiction without first obtaining a Permit from the Public Works Department. Financial security may be required to insure conformance with these Standards and Specifications. Gunnison County may hold the financial security for one (1) year from the completion and inspection of the work by Gunnison County staff. It may be refunded earlier, in the sole discretion of the Director of Public Works.
- C. Permits shall be submitted for approval at least five (5) business days prior to commencement of the scheduled time of road cutwork unless the work is officially deemed an emergency by the utility owner. An approved permit must be issued forty-eight (48) hours or more in advance of commencing the work. The applicant shall submit a written schedule of the work, including materials and length of disturbance, the total time area will be disturbed, and a Manual for Uniform Traffic Control Devices compliant signing and traffic management plan. In the case of an emergency repair, the utility owner must notify the Public Works Department as soon as is reasonable prior to performing work and to obtain a permit during the next business day.

Such Permit is not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

6.3 Access Permits

No person shall construct, substantially improve, change, and/or extend any access providing vehicular and/or off highway vehicle (OHV) and/or mechanized access to or from any public highway or rights-of-way, or County road or public road, or private road from or to property requiring or utilizing access to such road without a County Access Permit issued by the Public Works Department. Internal circulation roads, trails or accesses are subject to the access permit process. No access permit shall be issued without there having been a site inspection by the Director of Public Works or their representative. The Director, or their representative may specify certain conditions and/or requirements in addition to those set forth in these Standards and Specifications for issuance of an access permit. Work associated with Access Permits shall be complete within two years of issuance or shall be considered withdrawn and not refunded unless an extension is granted per the permit language. Access permits are assigned to the specific parcel being accessed. Easements shall be provided for every parcel the access crosses regardless of ownership. Access Permits shall not expire once a final inspection is approved and the permit is completed. This Permit shall be transferable through transfer of deed.

6.4 Oversize/Overweight Permits

The Director of Public Works may, upon application in writing and good cause being shown, issue an Oversize/Overweight Permit to operate or move a vehicle or combination of vehicles of a size or weight of vehicle or load exceeding the maximum legal load permitted by the State of Colorado. The County Public Works Department may limit the number of trips and/or the hours of operation, or otherwise prescribe conditions of operation of such vehicles to ensure against undue damage to road foundations, surfaces, or structures, and to ensure the safety of the motoring public. Further, the County Public Works Department may require such fee, undertaking, bonding, or other security as may be deemed necessary to compensate for any damage to any roadway or structure. In the case of a declared emergency permitting may be expanded to cover all traffic on a County road even if the vehicle is typically exempted from permit regulations. Such Permit is not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

6.5 Snow Removal or Grooming Permit

The Director of Public Works may, after an application has been submitted, an evaluation has been prepared, and the permit has been approved by the Board of County Commissioners, issue a Snow Removal and/or Grooming Permit. Renewals may be issued for up to three (3) consecutive winter seasons at the Director's discretion and until either party has cause to terminate or not renew the permit. The Snow Removal or Grooming Permit may contain such conditions as necessary to preserve the integrity of the road, comply with the Gunnison County Land Use Resolution and/or a land use change, provide for the safety of the road users, protect the County from liability, or other conditions as determined by the Board in its sole discretion. The County Public Works Department may require financial security as may be deemed necessary to repair any damage to the roadway or structures. Such Permit is not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

6.6 Right-of-Way Encroachment Permit

The Director of Public Works may, after an application has been submitted and evaluated, issue a permit for the construction, installation and/or maintenance of any artificially constructed semi-permanent or permanent structure, repair, or improvement in the road right-of-way of a County road, public road under the jurisdiction of Gunnison County, or private road under the jurisdiction of Gunnison County. The Right-of-Way Encroachment Permit may contain such conditions as necessary to preserve the integrity of the road and the rights-of-way, and provide for the safety of the road users. The rights-of-way encroachment permit is fully and freely revocable at any time by the County for any reason, or no reason at all, and shall not be construed to grant any right or privilege to any permit holder other than the revocable and limited rights afforded by the permit. Further, the County Public Works Department may require financial security as may be deemed necessary to repair any damage to the road, structure, or rights-of-way. Such Permit is transferable to a successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder through legal instrument.

6.7 Parking Permits

The Board or Director of Public Works may issue parking permits at its discretion on land that the County controls, owns, or has an agreement to administer. These permits apply only to the designated location set forth on the permit, and will set forth specific criteria or conditions with which the permit holder must comply, and may also require compliance with other provisions of these Standards. Issuance of such permit shall not be deemed to create any right or privilege in any permit holder other than the limited and temporary rights afforded by the terms of the permit and these Standards, and are fully and freely revocable by the Board or Director of Public Works for any reason, or no reason at all. Vertical, on-site signage describing the parking restrictions may provide notice of parking policies for that area, but such signage is not required for the County to enforce such policies, these Standards, or any other law or rule. There shall be no overnight parking in the public rights-of-way without a parking permit. Parking Permits are not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

6.8 Reclamation Permits for the Control of Noxious Weeds

Except as otherwise exempted, construction or development as defined or regulated by the County by any individual, company or corporation, or public agency which results in any site disturbance of ten-thousand (10,000) or more square feet of disturbance, shall be required to obtain a Reclamation Permit for Revegetation and Noxious Weed Control from the Gunnison County Public Works Department Weed Management Program Coordinator. The permittee shall be responsible for the complete reclamation of all disturbed areas to prevent the introduction and/or spread of noxious weeds and soil erosion in accordance with Colorado Revised Statutes § 35-5.5-101, *et seq*: the *Colorado Noxious Weed Act*, Gunnison Basin Integrated Weed Management Plan; Board Resolution 98-13, and Gunnison County Land Use Resolution. Termination of Reclamation Permit coverage occurs when vegetation required pursuant to [Section 13-115: Reclamation and Noxious Weed Control](#) is established and growing within two full growing

seasons of the date of the issuance of a Certificate of Occupancy or Closing of the Building Permit associated the applicable Gunnison County Reclamation Permit. Such Permit is not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

6.9 Financial Security

As a condition of the issuance of any permit, the Director, at the Director's sole discretion, may require a permittee to file a guarantee of financial security in an amount established by the Director and payable to the County. The guarantee may be in the form of cash, irrevocable letters of credit issued by a bank acceptable to the Board, surety bonds issued by a company authorized to do business in Colorado, or any other form, or combination of forms, established by the Board.

REFERENCED REPORTS

1. Gunnison County, Colorado Land Use Resolution, as amended, Gunnison County Planning Department.
2. State Highway Access Code, State of Colorado, Department of Transportation.
3. Manual on Uniform Traffic Control Devices, U.S. Department of Transportation, Federal Highway Administration.
4. Colorado Vehicle Code, Colorado State Patrol Troop Office, Grand Junction, Colorado.
5. Geometric Design of Highways and Roads, The American Association of State Highway and Transportation Officials.
6. Roadway Design Manual, State of Colorado, Department of Transportation.
7. Trip Generation, The Institute of Transportation Engineers.
8. Standard Specifications for Road and Bridge Construction, State of Colorado, Department of Transportation.
9. Gunnison County Flood Damage Prevention Resolution, Gunnison County, Colorado. Gunnison County Planning Department.
10. Procedures for Determining Peak Flows in Colorado, U.S. Department of Agriculture, Soil Conservation Service, 1980.
11. Concrete Pipe Design Manual, ACPA Arlington, Virginia, February, 1974.
12. Handbook of Steel Drainage and Highway Construction Products, A151, Washington, D.C. 1971.
13. Standard Specifications for Highway Bridges, The American Association of State Highway and Transportation Officials.
14. Colorado Standard Plans, State of Colorado, Department of Transportation.
15. Standard Plans for Highway Bridges, U.S. Department of Transportation, Federal Highway Administration.
16. Uniform Construction Standards for Colorado Public Works, Colorado Contractors Association, Inc.

APPENDIX A

LEGAL RESPONSIBILITIES

The latest edition of the Division of Highways, State of Colorado, Standard Specifications for Road and Bridge Construction; Section 107 - Legal Relations and Responsibilities to the Public, shall be considered Supplemental Specifications to these Standards with the additions, deletions, or revisions noted in Sections one and two as supplied annually by the Division of Highways, State of Colorado.

Section 1 - Definitions

State - shall be redefined as Gunnison County, Colorado.

Division - shall be redefined as the Gunnison County Public Works Department.

Engineer - shall be the Project Engineer as defined in Section 5.1.2 when acting as the authorized agent of the developer or contractor or the County as defined in Section 5.1.3 when acting in behalf of the Public Works Department.

Contract - shall be redefined as these Standards and Specifications.

Section 2 - Section 107, Legal Relations and Responsibility to Public

Payment - Delete any reference to payment for the use of these Standards.

107.04 - Delete Subsection.

107.07 - Delete "as specified under subsection 104.04".

107.09 - Delete Subsection.

107.16 - Paragraph one, line eight, revise to read the following: "the Contractor or Developer shall be required to assume any expenses entailed in maintaining traffic". Delete last sentence. Delete paragraphs two, three, and four.

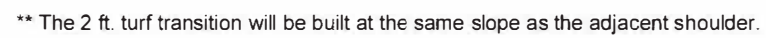
107.19 - Delete Subsection.

107.10 - Is hereby revised as follows: Paragraph one - "In carrying out any of the provisions of these Standards; or in exercising any power or authority granted to them by Gunnison County; or performing their duties within the scope of their employment, there shall be no personal liability upon the Board, Director of Public Works, or their authorized representatives due to injuries sustained from an act or omission of such employee, except as may be provided by law."

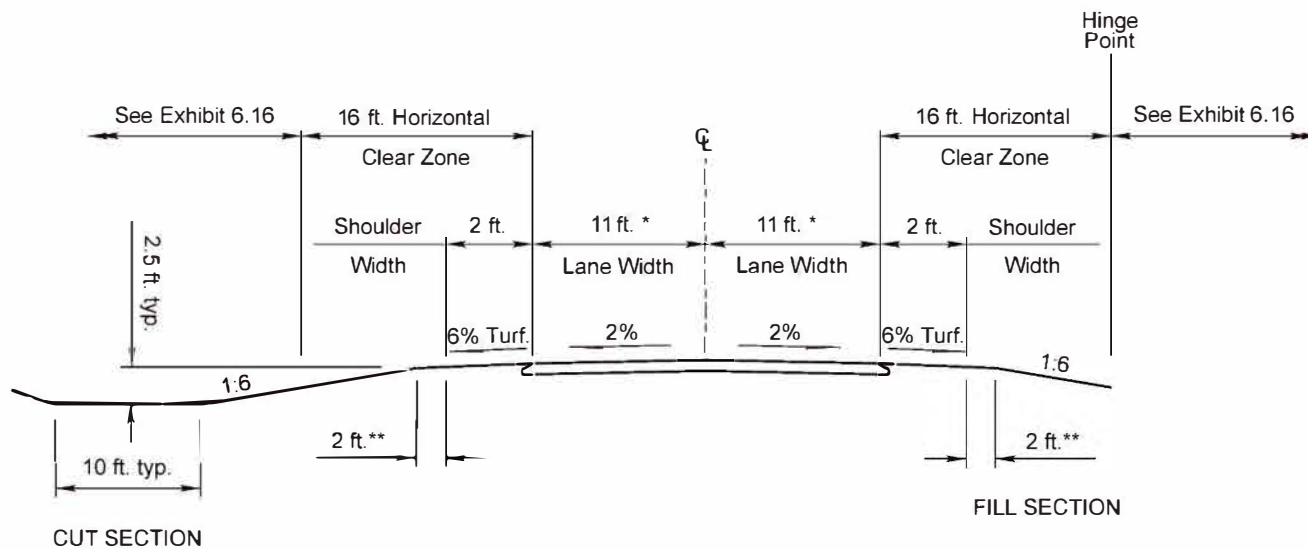
107.22 - Delete Subsection.

107.23 - Delete Subsection.

107.25 - Delete paragraph 2 of section - (c) Measurement and Payment.



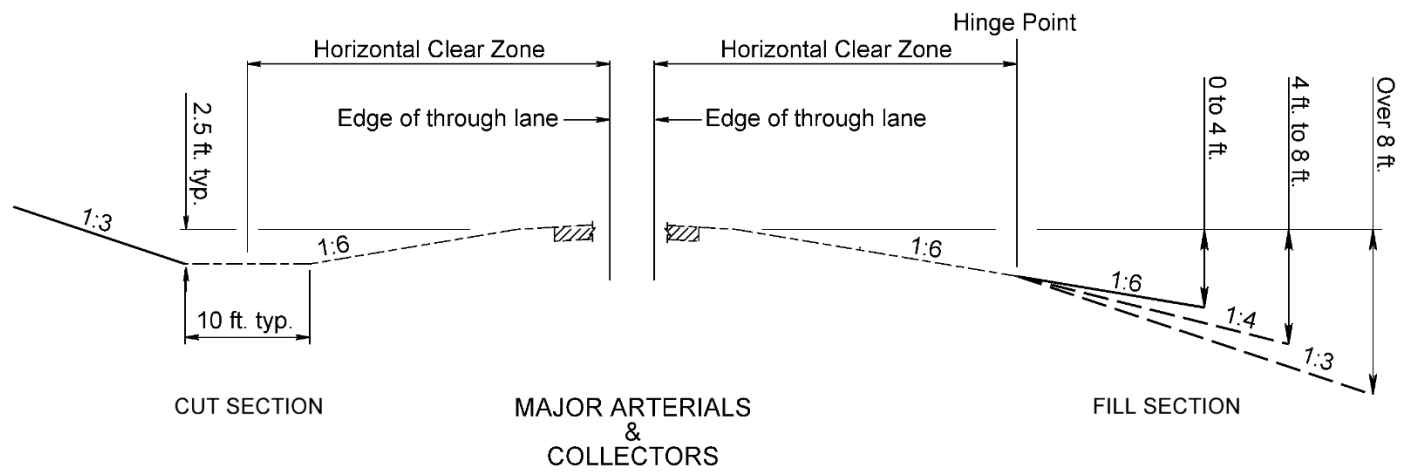
TYPICAL CROSS-SECTION MAJOR ARTERIAL



Note: Existing shoulder surfacing allowed to remain if greater than the 2 ft. minimum width.

** The 2 ft. turf transition will be built at the slope of the adjacent shoulder.

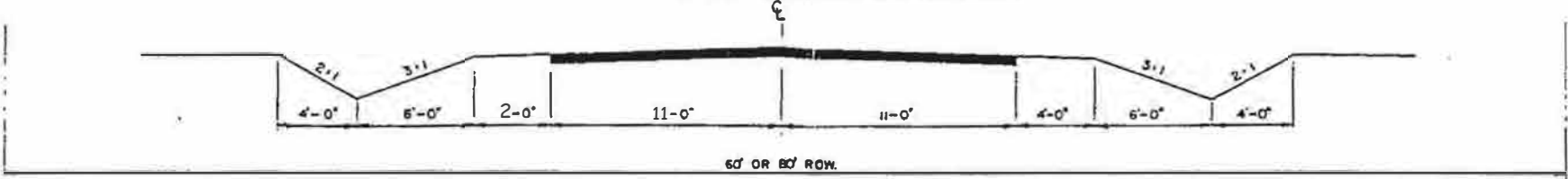
TYPICAL CROSS-SECTION RURAL ARTERIAL ROADWAY



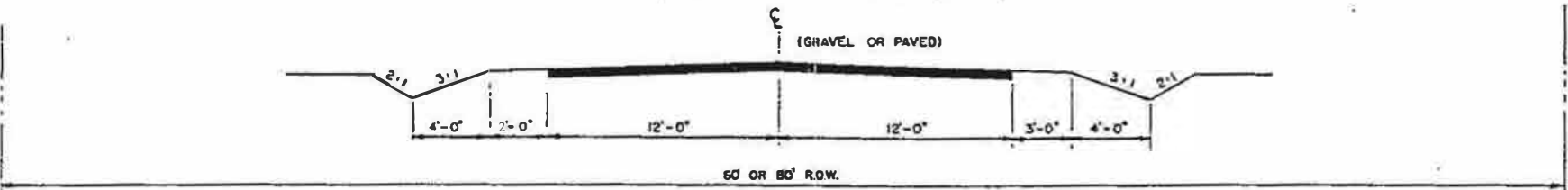
TYPICAL SIDE SLOPE GRADING
NEW AND RECONSTRUCTED PROJECTS

APPENDIX C

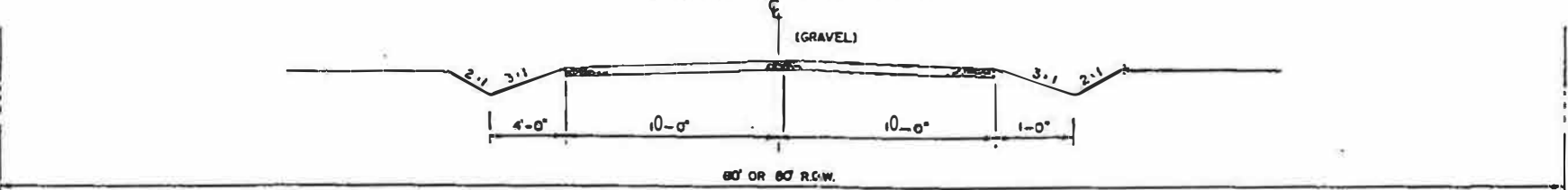
RURAL COLLECTOR SECTION



RURAL LOCAL SECTION

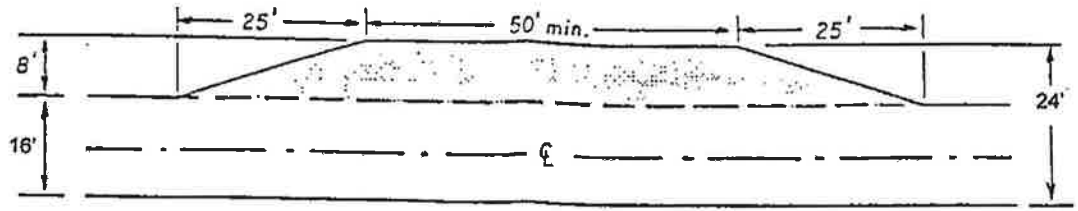
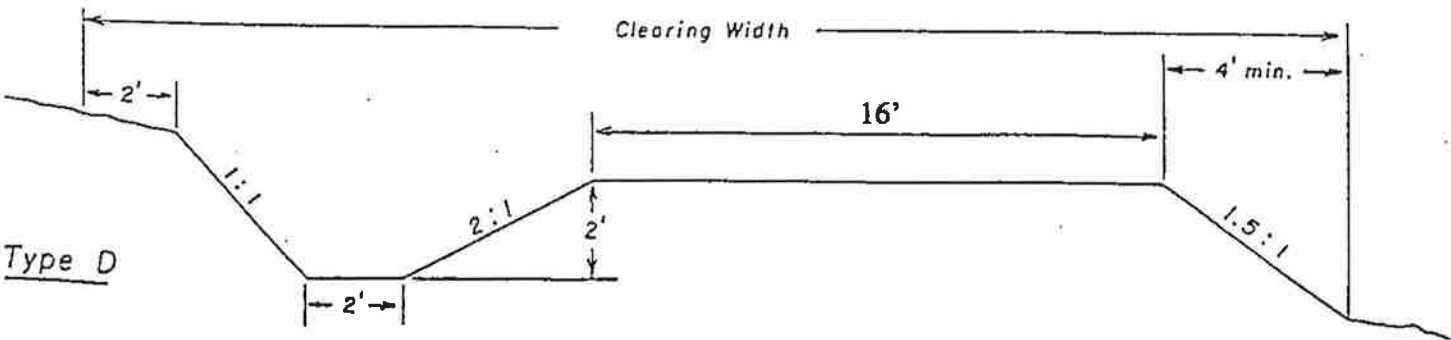
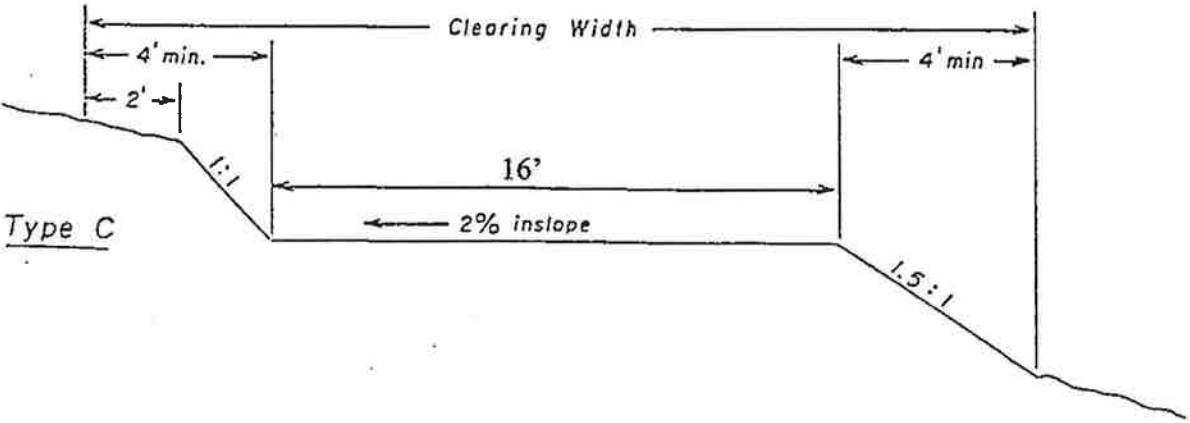
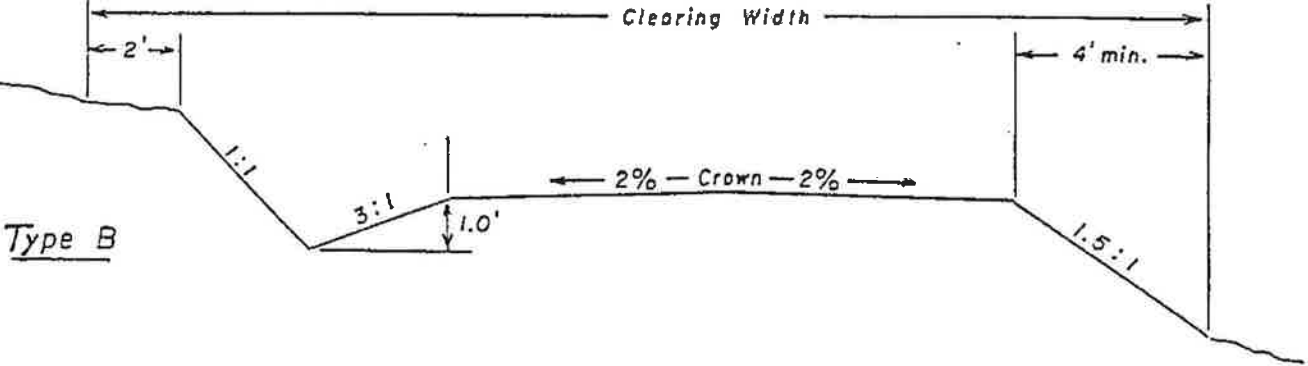
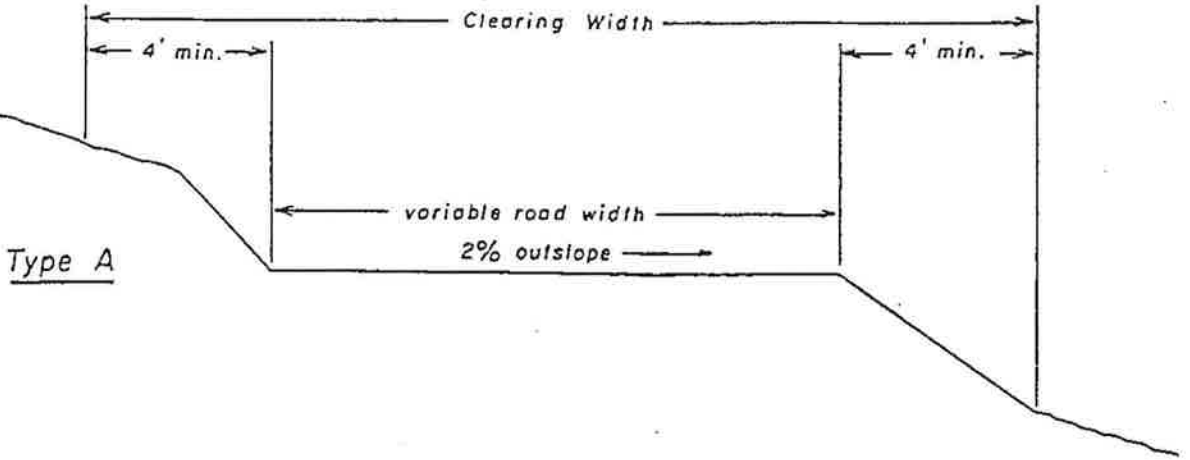


RURAL LANE SECTION

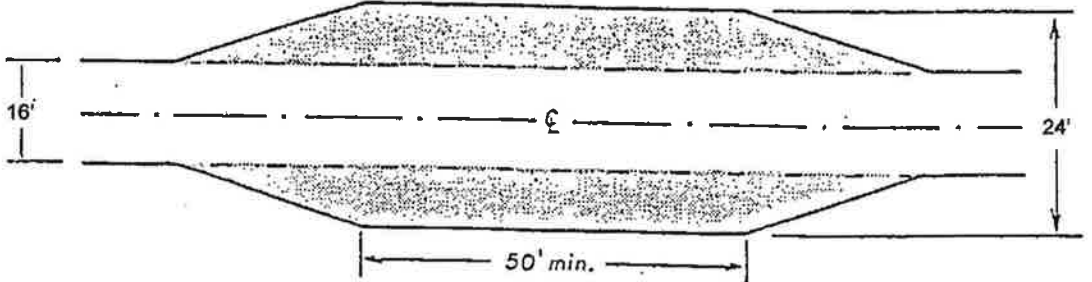


LOCAL INTERMITTENT SECTION

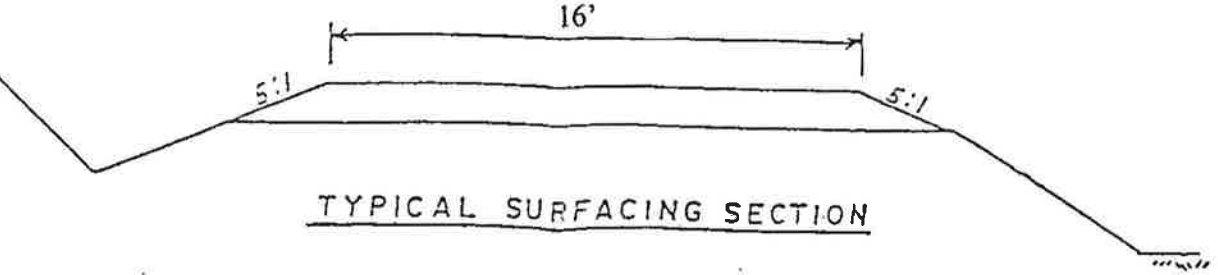
APPENDIX D



Typical Turnout



Typical Turnout



TYPICAL SURFACING SECTION

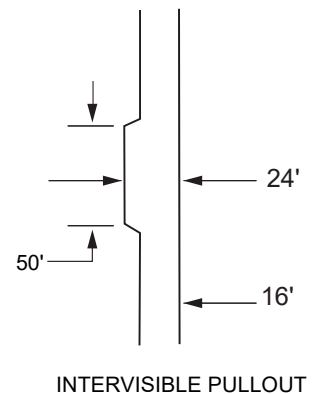
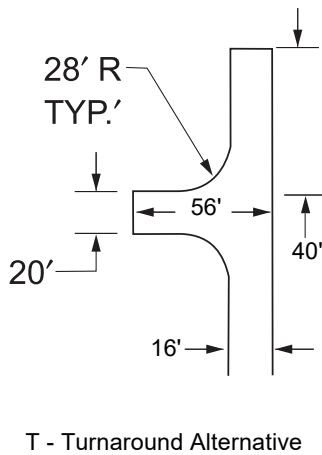
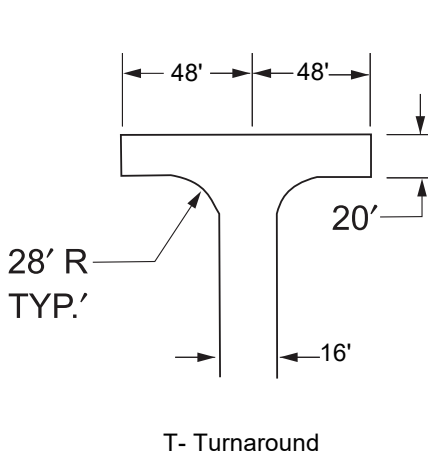
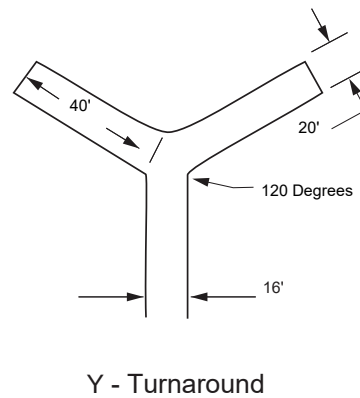
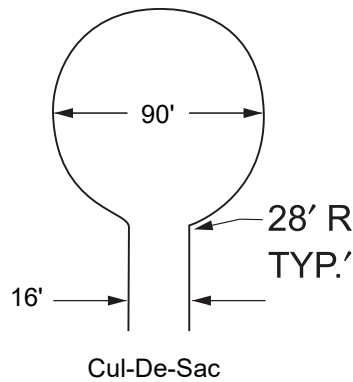
APPENDIX E

STANDARD TURNAROUND OPTIONS

1. Road width may exceed the 16-foot minimum.
2. Road grade approaching the Turnaround shall not exceed 4% for 50 feet.
3. Grades in Turnarounds shall not exceed + or - 4%.
4. A minimum of 2% crown shall be constructed into the Turnaround to provide drainage.
5. T - Turnarounds shall be a minimum of 20 feet from any flammable structures.

REQUIREMENTS FOR ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	16	None required
151-500	16	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	16	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1



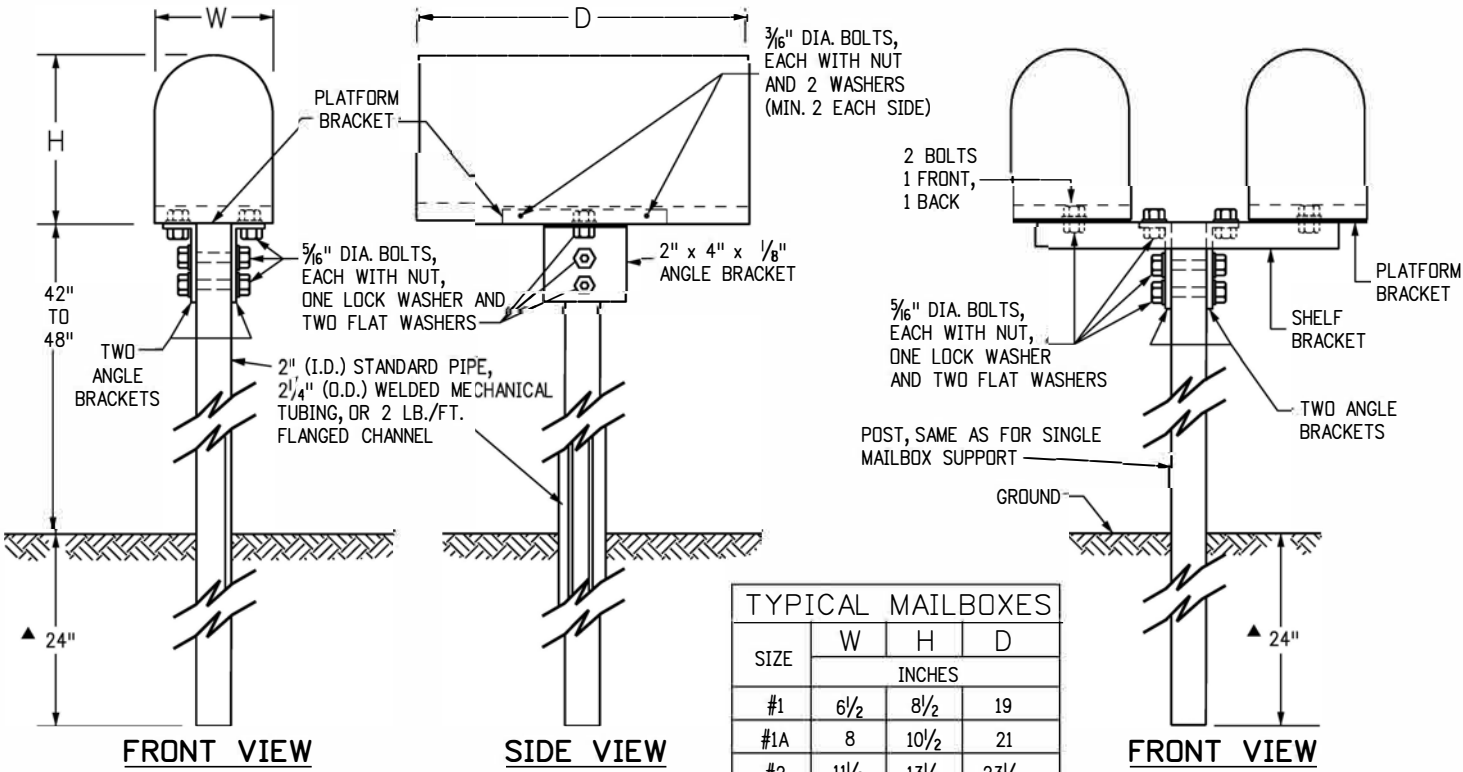
When driveways are in excess of 150 feet, the driveway shall be installed so as to provide serviceable fire department access prior to and during construction.

Drawings not to scale.

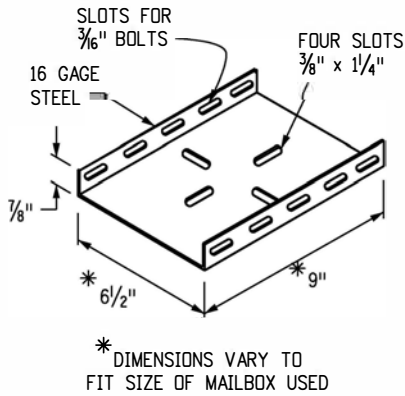
GENERAL NOTES

- A SINGLE MAILBOX SHALL BE RESET AT THE FINAL DESIGNATED LOCATION ON A NEW TYPE 1 SUPPORT. TWO MAILBOXES RESET AT THE SAME LOCATION SHALL BE RESET ON ONE DOUBLE (TYPE 2) SUPPORT OR ON TWO SINGLE (TYPE 1) SUPPORTS AS DESIGNATED. THREE, FOUR, OR FIVE MAILBOXES SHALL BE RESET ON A MULTIPLE (TYPE 3) SUPPORT. AN EXISTING MAILBOX THAT IS MOUNTED ON A CANTILEVER SUPPORT SHALL BE RESET ON A CANTILEVER (TYPE 4) SUPPORT. ALL WORK AND MATERIALS SHALL BE INCLUDED IN THE UNIT BID PRICE FOR "RESET MAILBOX STRUCTURE (TYPE _)".
3. WHEN THE ENGINEER DETERMINES THAT THE EXISTING MAILBOX CAN NOT BE REUSED, A NEW METAL MAILBOX OF SIMILAR SIZE SHALL BE SUPPLIED AND ERECTED BY THE CONTRACTOR. A NEW PLASTIC MAILBOX CONFORMING TO POSTAL SERVICE SPECIFICATIONS MAY BE USED AS AN ALTERNATIVE WHEN APPROVED BY THE ENGINEER. AN EXISTING MAILBOX LARGER THAN A SIZE NO. 2 SHALL BE REPLACED WITH A NEW SIZE NO. 2 MAILBOX. THE COST OF SUPPLYING THE NEW MAILBOX WILL BE PAID FOR IN ACCORDANCE WITH SUBSECTION 109.04(b). EXCEPTION: A CUSTOM BUILT, RURAL-TYPE MAILBOX MAY BE RESET IF THE MAILBOX OWNER OBTAINS PRIOR WRITTEN APPROVAL FROM THE POSTMASTER.
4. THE ADDRESS INFORMATION THAT APPEARED ON THE ORIGINAL MAILBOX SHALL BE PLACED ON THE APPROACH SIDE OF THE REPLACEMENT MAILBOX. SIZE AND STYLE OF LETTERING AND MATERIALS ARE SUBJECT TO THE ENGINEER'S APPROVAL.
6. POSTS, BRACKETS, AND ALL MOUNTING HARDWARE SHALL BE GALVANIZED IN CONFORMANCE WITH AASHTO M 232 AND M 111, EXCEPT THE WELDED MECHANICAL TUBING COATING SHALL BE G-90 OR EQUIVALENT CONFORMING TO ASTM A 525. A 2 IN. OUTSIDE DIAMETER, 14 GAGE WELDED MECHANICAL TUBING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A 513.

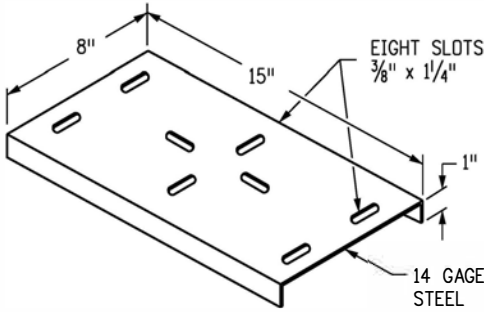
- EXACT DIMENSIONS OF ANGLES, PLATFORM AND SHELF BRACKETS, BOLT HOLES, SLOTS AND MULTIPLE MAILBOX SUPPORT COMPONENTS MAY VARY FROM THOSE SHOWN OR IMPLIED HEREIN SO THAT ALL COMPONENTS WILL FIT TOGETHER PROPERLY.
- PLASTIC NEWSPAPER RECEPTACLES MAY BE MOUNTED BELOW THE MAILBOX ON THE SUPPORT. PLASTIC NEWSPAPER RECEPTACLES SHALL BE MOUNTED IN THEIR INTENDED ORIENTATION USING A GALVANIZED U-BOLT AND HARDWARE OR OTHER MOUNTING SYSTEM APPROVED BY THE ENGINEER. ASSOCIATED COSTS WILL NOT BE PAID FOR SEPARATELY BUT WILL BE INCLUDED IN THE WORK.
7. THE MAILBOX ON THE SUPPORT. PLASTIC NEWSPAPER RECEPTACLES SHALL BE MOUNTED IN THEIR INTENDED ORIENTATION USING A GALVANIZED U-BOLT AND HARDWARE OR OTHER MOUNTING SYSTEM APPROVED BY THE ENGINEER. ASSOCIATED COSTS WILL NOT BE PAID FOR SEPARATELY BUT WILL BE INCLUDED IN THE WORK.
8. ON ROADS WITH CURB AND GUTTER, THE MAILBOX SUPPORT SHALL BE LOCATED IN THE GROUND SO THE FRONT OF THE MAILBOX SHALL BE 8 IN. TO 12 IN. BACK FROM THE CURB FACE. THE HEIGHT SHALL BE 42 IN. TO 48 IN. MEASURED FROM THE GUTTER FLOW LINE TO THE BOTTOM OF THE MAILBOX.
9. ON ROADS WITH SIDEWALK ATTACHED TO CURB AND GUTTER, THE MAILBOX SUPPORT SHALL BE LOCATED IN THE GROUND BEHIND THE SIDEWALK. THE FRONT OF THE MAILBOX SHALL BE IN LINE WITH OR SLIGHTLY BEHIND THE EDGE OF THE SIDEWALK. THE MOUNTING HEIGHT SHALL BE 42 IN. TO 48 IN. ABOVE THE SIDEWALK.
10. THE GROUND SURROUNDING THE MAILBOX SUPPORTS SHALL BE FIRM, UNDISTURBED GROUND, OR WELL COMPACTED REGRADED SOIL. THE SUPPORTS ARE NORMALLY DRIVEN, BUT THEY MAY BE PLACED IN A DUG HOLE WITH WELL COMPACTED BACKFILL.



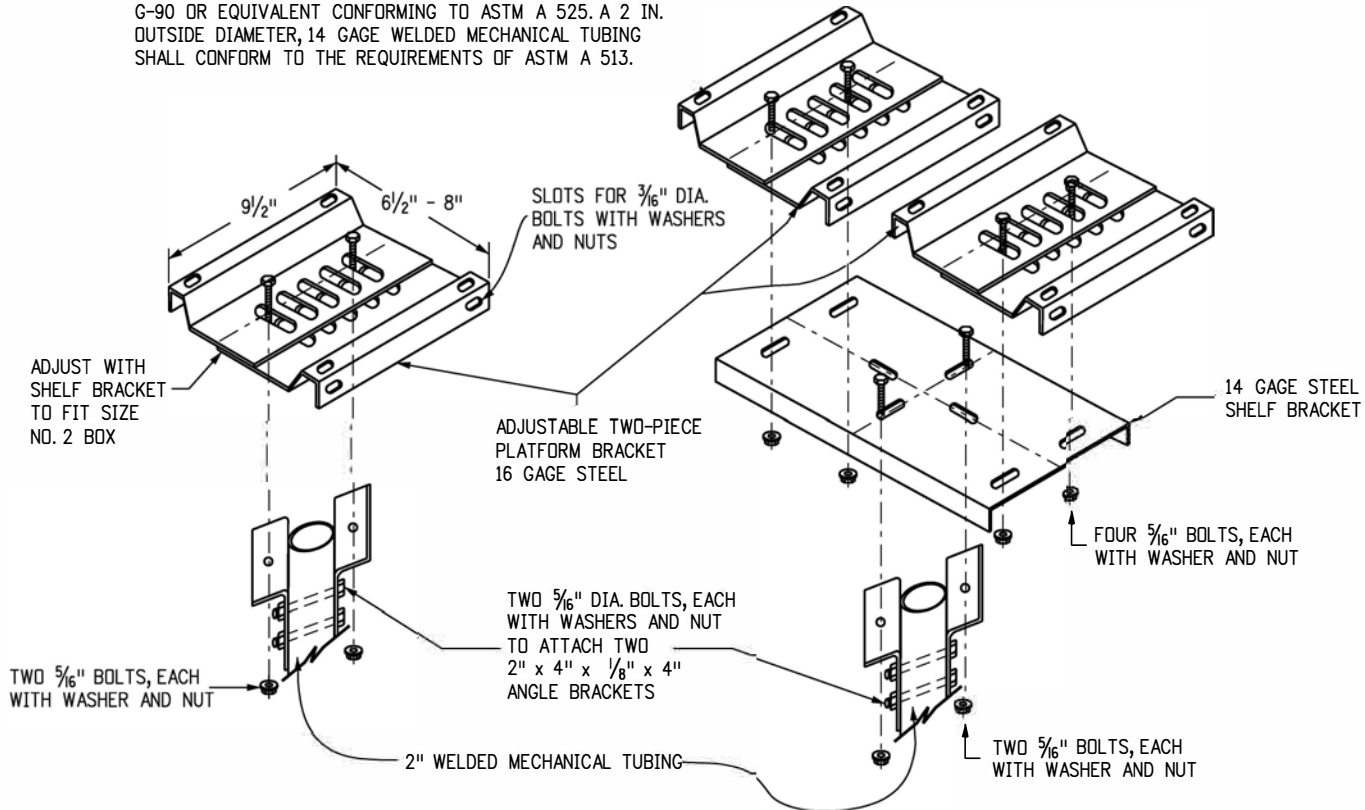
SINGLE (TYPE 1) AND DOUBLE (TYPE 2) MAILBOX SUPPORTS



PLATFORM BRACKET

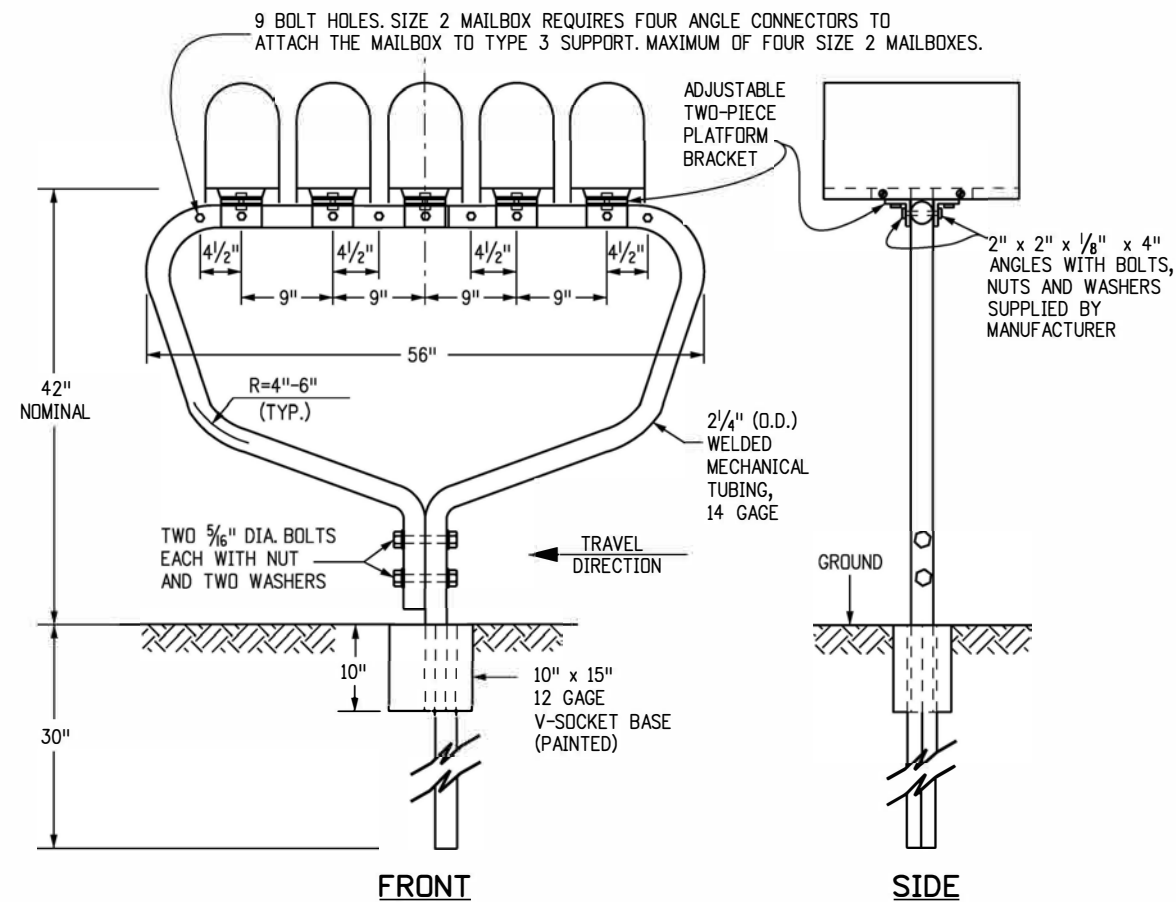


SHELF BRACKET

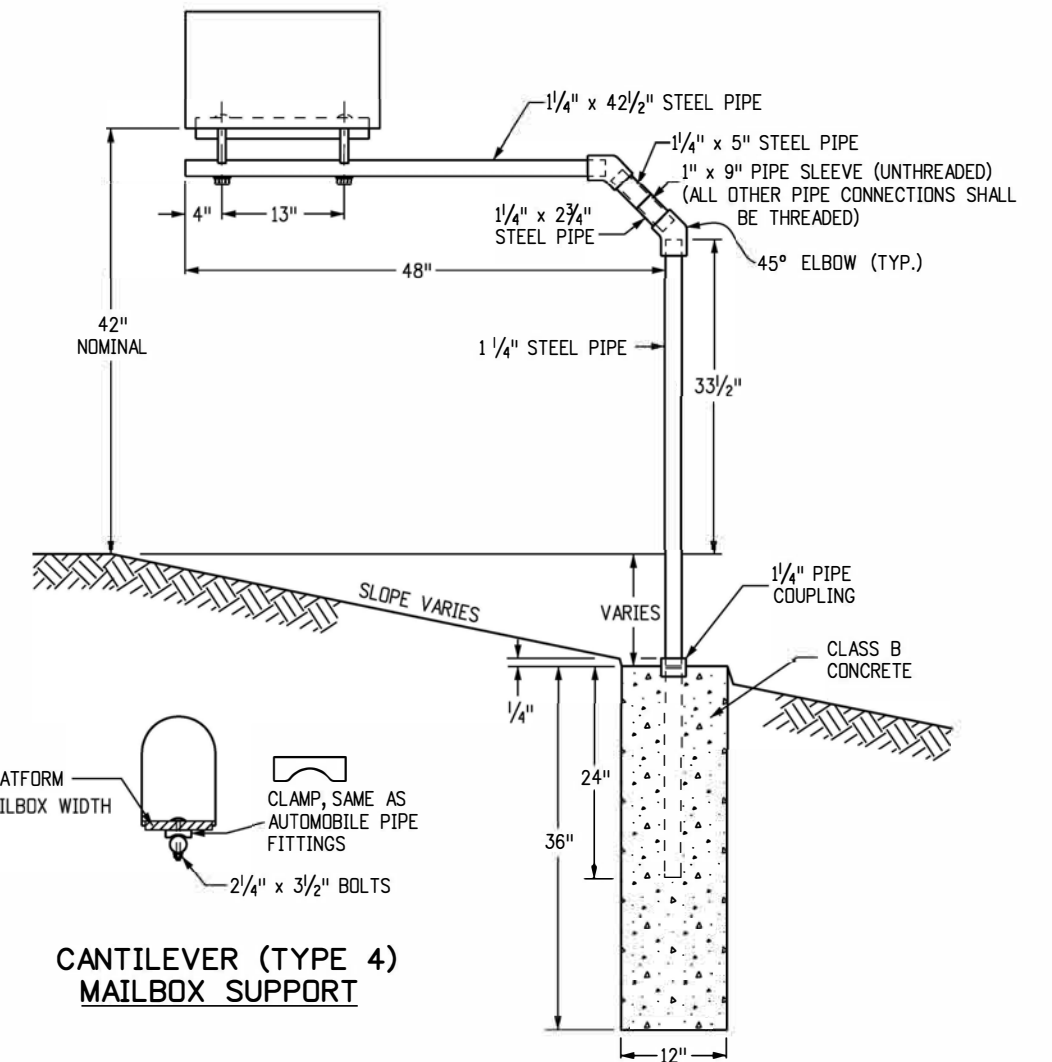


SINGLE AND DOUBLE MAILBOX SUPPORTS ALTERNATIVE

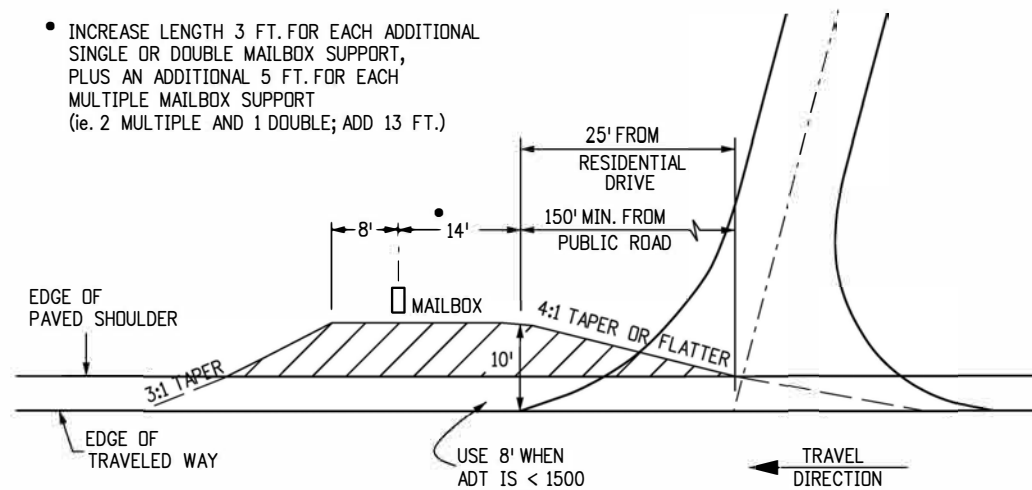
MAILBOX SUPPORTS



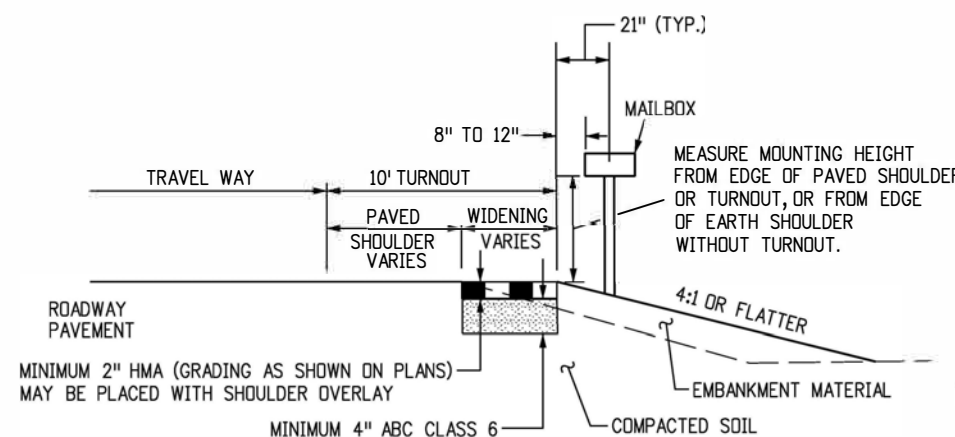
**MULTIPLE (TYPE 3) MAILBOX SUPPORT
FOR 3, 4, OR 5 MAILBOXES OR APPROVED EQUAL**
FIVE SIZE 1 MAILBOXES SHOWN



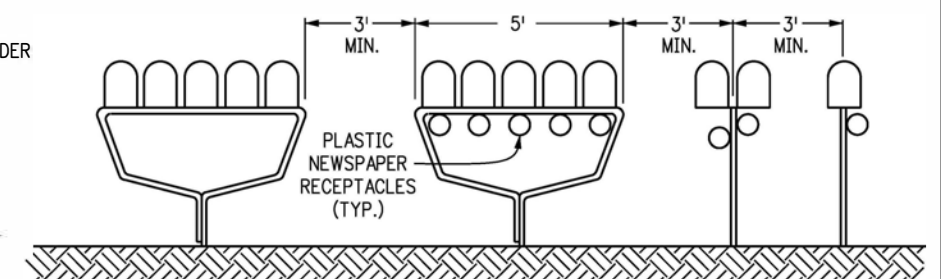
- INCREASE LENGTH 3 FT. FOR EACH ADDITIONAL SINGLE OR DOUBLE MAILBOX SUPPORT, PLUS AN ADDITIONAL 5 FT. FOR EACH MULTIPLE MAILBOX SUPPORT (ie. 2 MULTIPLE AND 1 DOUBLE; ADD 13 FT.)



MAILBOX TURNOUT



TURNOUT TYPICAL SECTION



SUPPORT SPACING
NOTE: SEE SHEET 1, GENERAL NOTE 7, FOR MOUNTING PLASTIC NEWSPAPER RECEPTACLES.

MAILBOX SUPPORTS

APPENDIX G

RECLAMATION FOR EXPOSED EARTHWORK

- A. Land Preparation:** Follow the Gunnison County Weeds Program and the most recent Natural Resources Conservation Service guidelines for the preparation of the land. This may include runoff control measures to ensure the successful rehabilitation of the land.
- B. Seeding Information:** These seeding recommendations was provided by the Natural Resources Conservation Service.
1. Seed Recommendations: Seed mixes in Gunnison County are determined by elevation, moisture, surrounding foliage, and other considerations. The NRCS or the CSU Extension office employee experts that should be consulted for the specific project in question. Sometimes certain varieties of seed can be substituted.
 2. Rate of Seeding: Each specific seed mix will have a rate for the seed and climate.
 3. Seeding Time: The seeding time with the greatest success is a dormant seeding for areas that cannot be irrigated. Spring seeding can be successful if rainfall is above the historical average. Late summer seedings (late July to mid-August) have shown success in some areas since August and September have historically been the highest rainfall months.

Suggested seeding times (without irrigation) based on Major Land Resource Area (MLRA):

7500-9500 feet elevation

Dormant Seeding (Best) – October

1-November 15 Spring Seeding –
not recommended

Late Summer Seeding (Marginal) – August 1-31

Alpine Zone (10,000 feet

elevation and above)

Dormant Seeding (Best)

– September 1-30 Spring

Seeding – not

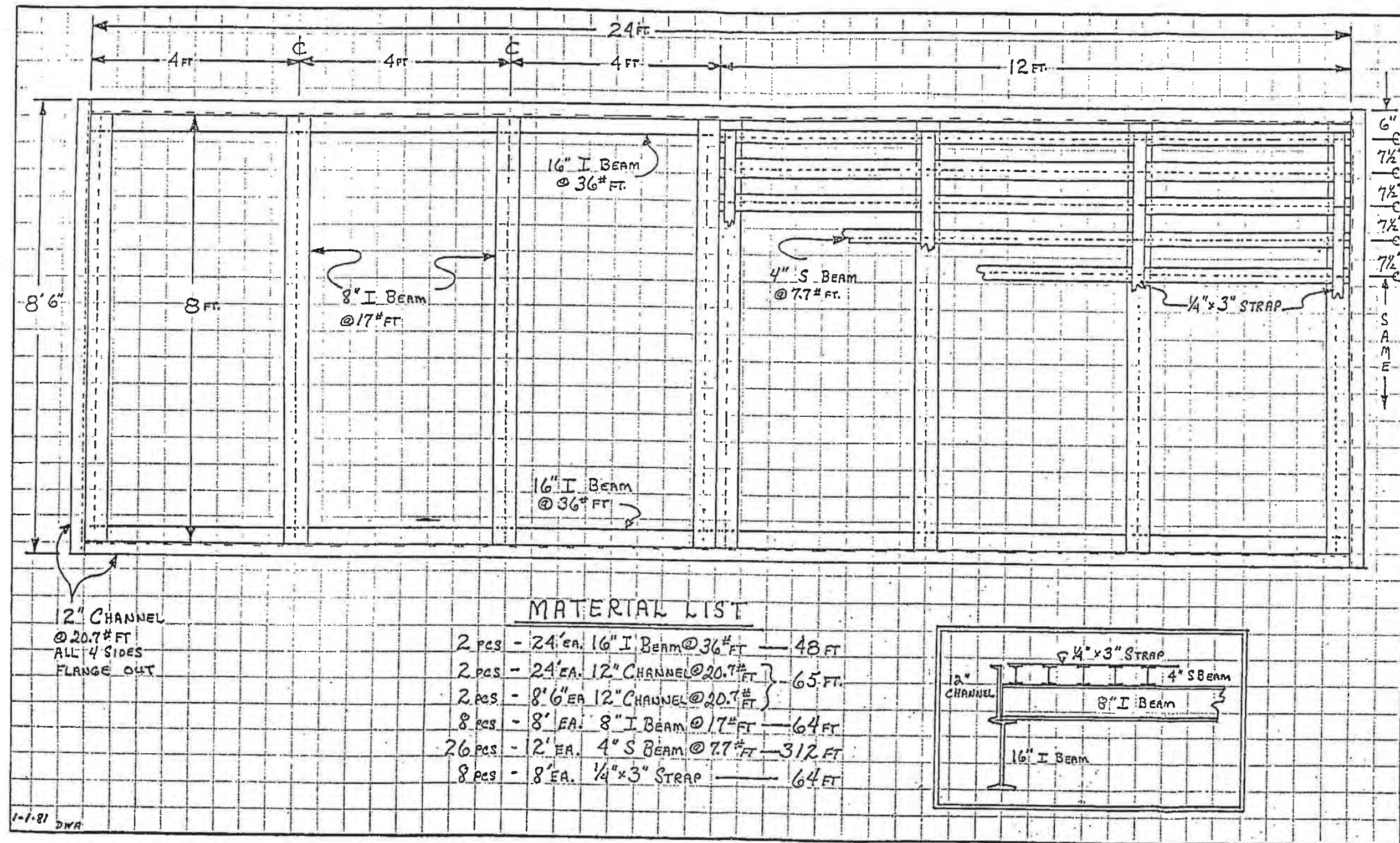
recommended

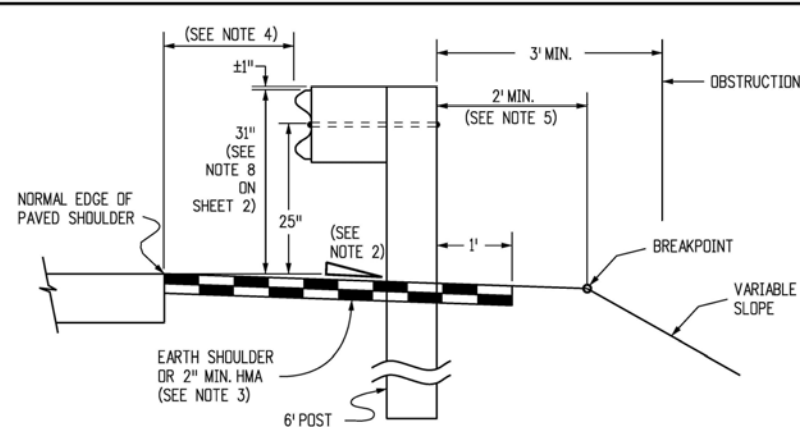
Late Summer Seeding (Marginal) – July 15-August 15

4. Seeding Methods: Drilling the grass seed is the best method. Drill depth should be placed between $\frac{1}{2}$ and $\frac{3}{4}$ inch below the soil surface. For slopes that are greater than 3:1 slope, seeding may be broadcast by hand or mechanical spreader and rated into the upper soil layer (no deeper than $\frac{3}{4}$ inch). Slopes steeper than 2:1 shall require seed stabilization methods. **Seed should not be incorporated and applied simultaneously with a hydromulch slurry.**

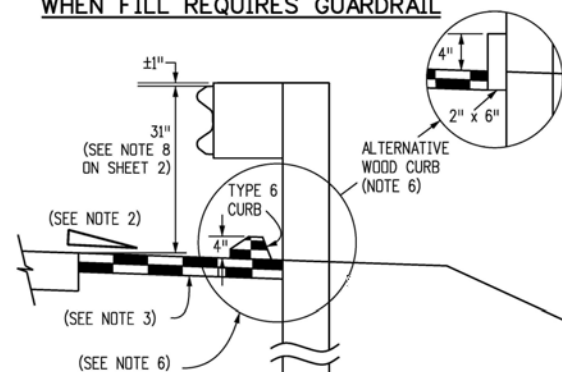
- C. **Mulches:** Straw and/or hay used for mulch, must be certified weed free. A hydromulch can be applied to the area after the seed has been drilled in or broadcast. On steep slopes where crimping is not possible, jute matting (biodegradable mesh) may be used as a mulch over the newly seeded areas.
- D. **Time Frame of Reclamation Process:** Reclamation can require several years (1 to 5) to determine stand establishment. It should be expected that early seral species (such as summer and winter annuals) will occupy the area before the desired perennial stand dominates. Each year the revegetated sites will be reviewed by the Gunnison County Weed Specialist upon which time the permittee will be advised as to the management practices that are expected to ensure reclamation success.

It is expected that the reclaimed areas will be ecologically comparable to the surrounding undisturbed land.



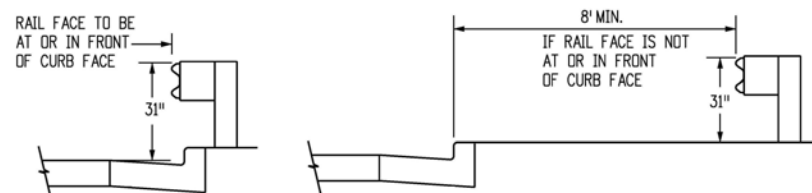


**NORMAL ROADSIDE INSTALLATION
WHEN FILL REQUIRES GUARDRAIL**



OPTION A

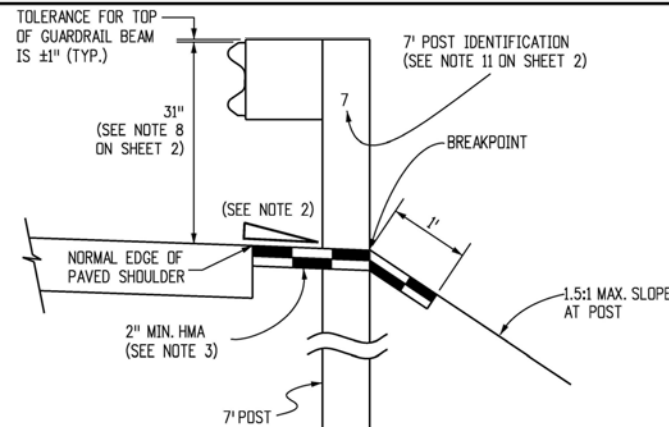
**ROADSIDE INSTALLATION
WITH EROSION CONTROL CURB**



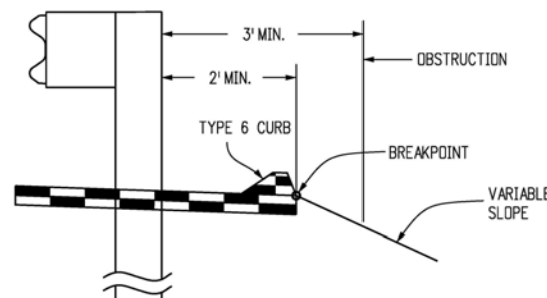
URBAN ROADSIDE INSTALLATION WITH CURB AND GUTTER

LOCATION	SPACING
ALL LOCATIONS EXCEPT BRIDGE RAIL LOCATIONS	6'-3"
BRIDGE OR STRUCTURE APPROACH	SEE SHEETS 11 & 19

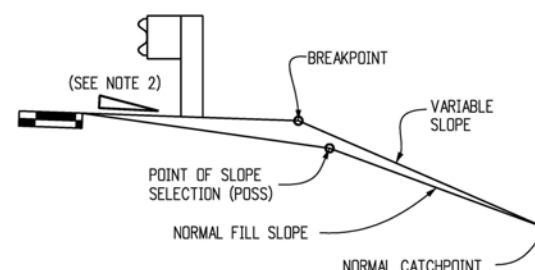
NORMAL CENTER-TO-CENTER POST SPACING



**RESTRICTIVE ROADSIDE INSTALLATION
WITH 7 FOOT GUARDRAIL POSTS**
(SEE NOTE 5)



OPTION B (PREFERRED)

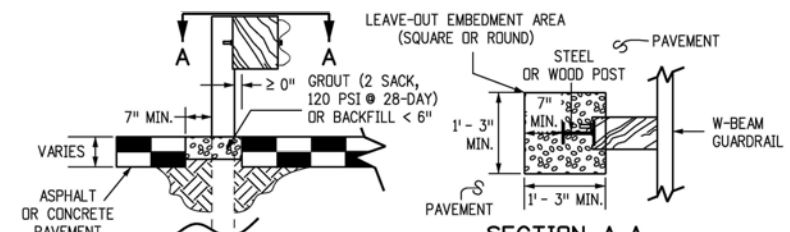


EMBANKMENT WITH GUARDRAIL

(NOTE: THE CATCHPOINT REMAINS THE SAME AS THAT FOR "NORMAL" FILL SLOPE. FOR THE WIDER "Z" DISTANCES, THE VARIABLE SLOPE MAY "CATCH" AT THE POSS.)

GENERAL NOTES (CONTINUE ON SHEET 2)

- ALL GUARDRAILS SHOWN ARE MASH 2016 TL-3 COMPLIANT.
- RATE OF SLOPE DEPENDS ON GUARDRAIL LOCATION:
 - FOR GUARDRAIL FACE 2 FT. OR LESS FROM THE NORMAL EDGE OF PAVED SHOULDER, CONTINUE THE RATE OF SLOPE OF THE NORMAL PAVED SHOULDER TO THE BREAKPOINT.
 - FOR GUARDRAIL FACE MORE THAN 2 FT. FROM THE NORMAL EDGE OF THE PAVED SHOULDER, THE SLOPE SHALL BE 10:1 OR FLATTER.
- WHEN SPECIFIED ON THE PLANS, EXTEND A 2 IN. MINIMUM THICKNESS PAVED SURFACE TO 1 FT. BEHIND THE GUARDRAIL POSTS OR TO THE EROSION CONTROL CURB AS SHOWN ON PLANS. ASPHALT CUTTING & PATCHING OR OTHER APPROVED METHOD SHALL BE USED TO MINIMIZE DAMAGE TO ALL PAVED SURFACES UNDER GUARDRAIL INSTALLATIONS. ALL REPAIRS TO THE PAVED AREA WILL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE WORK. A MINIMUM 3 IN. THICK FIBER REINFORCED CONCRETE PAVEMENT MAY ALSO BE USED FOR PAVING BENEATH THE GUARDRAIL. INSTALL THE POST IN A 1/2 IN. OVERSIZED FORMED HOLE FOR GUARDRAIL RUNS AND TERMINALS AS DIRECTED. PAYMENT FOR THIS PAVED SURFACE WILL BE MADE UNDER A PAVEMENT OR CONCRETE PAY ITEM WITH QUANTITIES SHOWN ON THE PLANS.
- THE MINIMUM GUARDRAIL OFFSET FROM PAVED SHOULDER EDGE SHALL BE:
 - 0 FT. FOR SHOULDERS 8 FT. OR WIDER
 - 2 FT. FOR SHOULDERS 6 FT. OR LESS
 THE GUARDRAIL OFFSET FROM PAVED INSIDE SHOULDER EDGE OF A DIVIDED HIGHWAY SHALL BE:
 - 0 FT. MINIMUM FOR SHOULDERS 6 FT. OR WIDER
 - 2 FT. DESIRABLE FOR 4 FT. SHOULDERS
 THE ABOVE 2 FT. GUARDRAIL TO SHOULDER OFFSET IS DESIRABLE BUT NOT REQUIRED FOR:
 - FOR AN EXISTING HIGHWAY WITH A DESIGN SPEED LESS THAN 50 MPH, THE MINIMUM OFFSET IS 4 FT. FROM THE TRAVELED WAY.
 - FOR A ONE-WAY ONE-LANE RAMP, AND WHERE ONE OR MORE OF THE FOLLOWING ARE TRUE:
 - THE NON-OFFSET GUARDRAIL BEGINS AT LEAST 100 FT. BEYOND RAMP NOSE.
 - THE NON-OFFSET GUARDRAIL IS NOT LOCATED ON THE RAMP EXIT OR ENTRANCE CURVE CONNECTION TO THE MAJOR HIGHWAY.
 - THE RAMP SHOULDERS ARE 4 FT. OR WIDER.
 USE OF GREATER THAN MINIMUM OFFSET DIMENSIONS IS ENCOURAGED TO MEET THE DESIRABLE GOAL OF PLACING THE GUARDRAIL AS FAR AS POSSIBLE FROM THE TRAVEL WAY, EVEN FOR SHORT DISTANCES, WHILE PROVIDING A SMOOTH CHANGE IN GUARDRAIL ALIGNMENT.
- IF 2 FT. CANNOT BE PROVIDED BETWEEN THE BACK OF THE GUARDRAIL POST AND THE BREAKPOINT, USE 7 FT. GUARDRAIL POSTS. REFER TO THE "RESTRICTIVE ROADSIDE INSTALLATION" DETAIL.
- WHEN SPECIFIED ON THE PLANS, INSTALL 4 IN. HIGH TYPE 6 CURB WITH ITS FACE AT OR BEHIND THE RAIL FACE. AS AN ALTERNATIVE WHEN SPECIFIED ON THE PLANS, INSTALL A 2 IN. x 6 IN. TREATED (AASHTO M 133) WOOD CURB. FASTEN WITH A 4 IN. LAG BOLT AND WASHER AT EACH WOOD POST, OR WITH A 1/4 IN. DIA. BOLT WITH WASHER AND NUT AT EACH STEEL POST. IF THE 2 IN. x 6 IN. WOOD CURB IS SPECIFIED, IT WILL BE INCLUDED IN THE COST OF THE GUARDRAIL. IF APPROVED BY THE ENGINEER, A 2 IN. x 4 IN. TREATED WOOD CURB MAY BE SUBSTITUTED FOR THE 2 IN. x 6 IN. CURB AND SET ON TOP OF PAVEMENT SURFACE AND ATTACHED AS DESCRIBED ABOVE. NO SPLICING SHALL BE ALLOWED IN WOOD CURBS. ADJACENT BOARDS SHALL BE BUTTED TOGETHER AND BOLTED AT A POST LOCATION. JOINTS SHALL BE LOCATED AT THE POSTS.

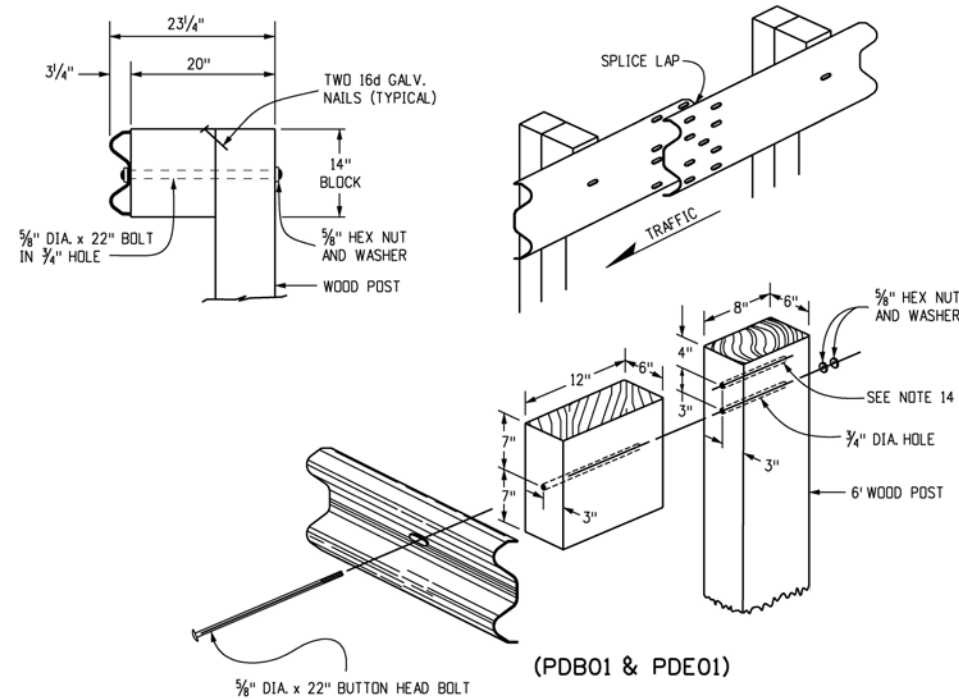


SECTION A-A

LEAVE-OUT AREA FOR GUARDRAIL POSTS LOCATED IN PAVEMENT

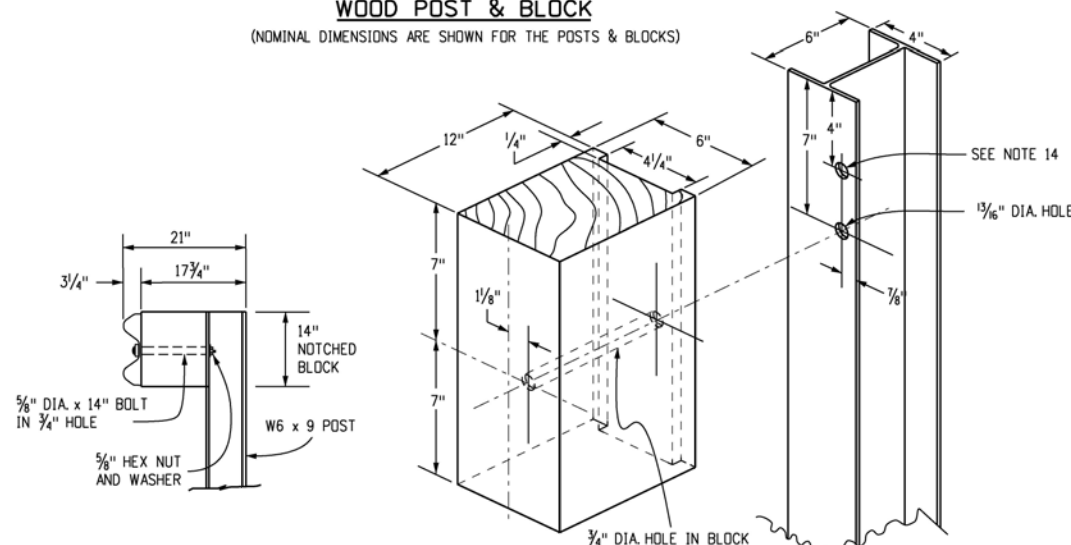
NOTE: LEAVE-OUT AREAS SHALL BE PROVIDED FOR ALL GUARDRAIL POSTS LOCATED IN PAVEMENT TO ALLOW THE POSTS TO ROTATE IN THEIR EMBEDMENT SUCH THAT VEHICLE IMPACT LOADS ARE DISTRIBUTED THROUGH THE POST INTO THE EMBEDMENT MATERIAL PRIOR TO THE POSTS BREAKING PREMATURELY.

Computer File Information		Sheet Revisions		 2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES	STANDARD PLAN NO. M-606-1 Standard Sheet No. 1 of 19
Creation Date: 07/31/19		Date: 03/05/20	Comments: Revised Gen. Note 1 to show MASH compliant.			
Designer Initials: JBK	(R-X)					
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)			Project Development Branch	JBK	Issued by the Project Development Branch: July 31, 2019
				Project Sheet Number:		



WOOD POST & BLOCK

(NOMINAL DIMENSIONS ARE SHOWN FOR THE POSTS & BLOCKS)

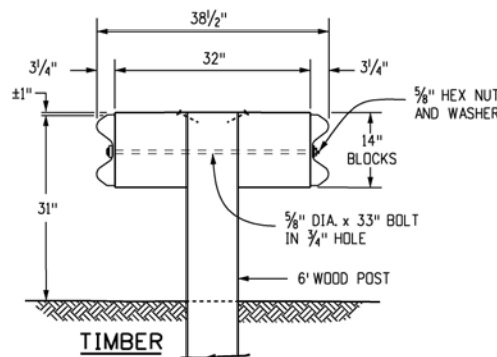


STEEL POST & NOTCHED BLOCK

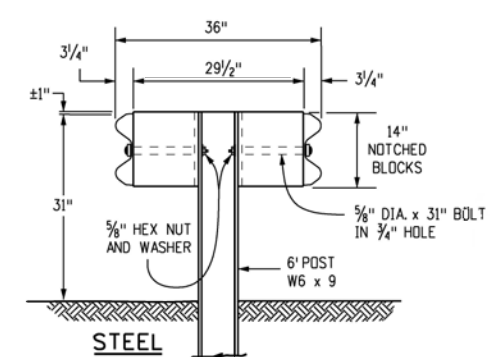
(NOMINAL DIMENSIONS ARE SHOWN FOR THE POSTS & BLOCKS)

GENERAL NOTES (CONTINUED FROM SHEET 1)

- SEE SHEETS 7 AND 9 FOR CURB TREATMENTS AT GUARDRAIL TERMINALS.
- IF THIS DIMENSION WILL BE LESS THAN 28 INCHES, RESET GUARDRAIL HEIGHT TO 28 INCHES OR ABOVE.
- ALL W-BEAM SPLICES, AND SPLICES OF TERMINAL CONNECTORS TO W-BEAM SHALL BE LAPPED IN THE DIRECTION OF TRAFFIC UNLESS OTHERWISE NOTED IN THE PLANS OR BY THE MANUFACTURER.
- MATERIAL TYPE AND SHAPE OF POSTS AND BLOCKS SHALL BE THE SAME THROUGHOUT THE PROJECT EXCEPT WHEN SPECIFIC POSTS AND BLOCKS ARE SPECIFIED, I.E. AT END ANCHORAGES AND BOX CULVERTS.
- WHEN SPECIFIED IN THE CONTRACT, 7 FT. POSTS SHALL BE INSTALLED INSTEAD OF THE STANDARD 6 FT. POSTS. THE 7 FT. POSTS SHALL BE MARKED WITH THE NUMBER 7 TO ENSURE PERMANENT IDENTIFICATION. STEEL POSTS SHALL BE STAMPED PRIOR TO GALVANIZING. THE NUMBER 7 SHALL BE A MINIMUM 2 IN. TALL AND LOCATED AS SHOWN ON THE ELEVATION VIEW ON SHEET 1.
- THE STANDARD 3 IN. X 1 3/4 IN. X 3/8 IN. RECTANGULAR WASHER USED UNDER POST BOLT HEADS IN THE PAST MAY REMAIN IN EXISTING INSTALLATIONS BUT SHALL NOT BE USED IN NEW CONSTRUCTION, REPAIRS, OR RESETTING OF RAIL, EXCEPT WHEN SPECIFICALLY IDENTIFIED ON THE STANDARD PLAN.
- STANDARD GALVANIZED ROUND STEEL WASHERS SHALL BE USED UNDER ALL NUTS IN CONTACT WITH WOOD POSTS.
- AN ADDITIONAL HOLE SHALL BE PROVIDED IN THE POSTS TO FACILITATE FUTURE RAISING OF THE RAIL ELEMENTS AND BLOCKS FOR OVERLAYS. POSTS PROVIDED MAY ALSO HAVE ADDITIONAL HOLES (UP TO 4 PER FLANGE) FOR MEDIAN GUARDRAIL APPLICATION.
- RETROREFLECTOR TABS SHALL BE INSTALLED AT 25 FT. INTERVALS (SEE SHEETS 6 AND 8 FOR EXCEPTIONS). RETROREFLECTOR TABS WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK. THE TABS SHALL BE INSTALLED ON SPLICE BOLTS, NOT ON POST BOLTS AND SHALL BE MOUNTED SO THE BOLT SLOT FACES AWAY FROM TRAFFIC, AND THE RETROREFLECTOR SURFACE FACES THE APPROACHING TRAFFIC FOR ONE-WAY ROADS. FOR TWO-WAY ROADS, BOTH SIDES OF THE TABS SHALL BE RETROREFLECTIVE, SO THAT DELINEATION IS PROVIDED FOR BOTH DIRECTIONS OF TRAVEL. THE RETROREFLECTIVE SHEETING COLOR SHALL MATCH THE COLOR OF THE ADJACENT TRAVEL WAY EDGE LINE. SEE THE RETROREFLECTOR TAB DETAIL ON SHEET 3.
- AT THE TIME OF INSTALLATION, WOOD POSTS OR BLOCKS WITH SEASONING CHECKS GREATER THAN 1/4 IN. SHALL NOT BE USED WHEN THE CHECK EXTENDS THE FULL LENGTH OF THE PIECE.
- WOOD BLOCKS SHALL BE CUT FROM THE SAME CROSS-SECTION, SPECIES, AND GRADE, AND SHALL RECEIVE THE SAME PRESERVATIVE TREATMENT AS THE POSTS WHEN WOOD POSTS ARE USED.
- REFERENCES SUCH AS "PDB01", "PDE01", AND "PWE01" IN THIS STANDARD PLAN SPECIFY HARDWARE DETAILS FROM "A GUIDE TO STANDARDIZED HIGHWAY BARRIER HARDWARE" PREPARED BY THE AASHTO-AGC-ARTBA JOINT COOPERATIVE COMMITTEE.
- RAIL BLOCKS MANUFACTURED FROM SYNTHETIC MATERIAL WILL BE ACCEPTED AS ALTERNATIVES TO WOOD BLOCKS FOR USE WITH STEEL POSTS PROVIDED THAT THE BLOCKS HAVE RECEIVED FHWA APPROVAL.
- WOOD POSTS SHALL BE MADE OF TIMBER WITH AN EXTREME FIBER STRESS IN BENDING OF 1200 PSI STRESS GRADING AND POST DIMENSIONS SHALL CONFORM WITH THE RULES OF THE WEST COAST INSPECTION BUREAU, OR THE SOUTHERN PINE BUREAU, OR THE WESTERN WOOD PRODUCTS ASSOCIATION. TIMBER FOR POSTS SHALL BE EITHER ROUGH SAWN (UNPLANED) OR S4S (SURFACED FOUR SIDES) WITH NOMINAL DIMENSIONS INDICATED. ONLY ONE TYPE OF SURFACE FINISH SHALL BE USED FOR POSTS AND BLOCKS IN ANY ONE CONTINUOUS LENGTH OF GUARDRAIL.
- GLULAM POSTS AND BLOCKS WILL BE ACCEPTED AS ALTERNATIVES PROVIDED THAT THE SUPPLIED MATERIALS HAVE RECEIVED FHWA APPROVAL AND ARE CERTIFIED AS IDENTICAL TO THE SPECIMENS USED FOR TESTING AND APPROVAL.
- PRESSURE TREATMENT OF POSTS AND BLOCKS SHALL CONFORM TO AASHTO M 133 EXCEPT THAT BLOCKS NEED NOT BE INCISED. PRESERVATION ASSAY RETENTION REPORTS SHALL BE SUBMITTED TO THE ENGINEER. THE CONTRACTOR SHALL CERTIFY THAT THE SPECIES AND GRADE MEET THE REQUIREMENTS OF THE CONTRACT.
- W-BEAM AND THRIE-BEAM GUARDRAIL POSTS SHALL BE MANUFACTURED USING AASHTO M 270 (ASTM A 709) GRADE 36 STEEL UNLESS CORROSION RESISTANT STEEL IS REQUIRED, IN WHICH CASE THE POST SHALL BE MANUFACTURED FROM AASHTO M 270 (ASTM A 709) GRADE 50W STEEL. THE DIMENSIONS OF THE CROSS-SECTION SHALL CONFORM TO A W6 X 9 SECTION AS DEFINED IN AASHTO M 160 (ASTM A 6). W6 X 8.5 WIDE FLANGE STEEL POSTS ARE AN ACCEPTABLE ALTERNATIVE TO THE W6 X 9.
- AFTER THE SECTION IS CUT AND ALL HOLES ARE DRILLED OR PUNCHED THE COMPONENT SHALL BE ZINC-COATED CONFORMING TO AASHTO M 111 (ASTM A 123) UNLESS CORROSION-RESISTANT STEEL IS USED. WHEN CORROSION-RESISTANT STEEL IS USED THE PORTION OF THE POST TO BE EMBEDDED IN SOIL SHALL BE ZINC-COATED CONFORMING TO AASHTO M 111 (ASTM A 123) AND THE PORTION ABOVE THE SOIL SHALL NOT BE ZINC-COATED, PAINTED OR OTHERWISE TREATED.
- FIELD MODIFICATION TO RAIL ELEMENTS IS ALLOWED PER MANUFACTURER'S RECOMMENDATIONS, OR WITH THE APPROVAL OF THE STANDARDS AND SPECIFICATIONS UNIT. POSTS SHALL NOT BE MODIFIED. COMPONENTS ON WHICH THE SPALTER COATING HAS BEEN DAMAGED SHALL BE EITHER REGALVANIZED OR RECOATED IN CONFORMANCE WITH AASHTO M 36, OR PAINTED WITH ONE FULL BRUSH COAT OF ZINC RICH PAINT CONFORMING TO MILITARY SPECIFICATION DDD-P-21035A.



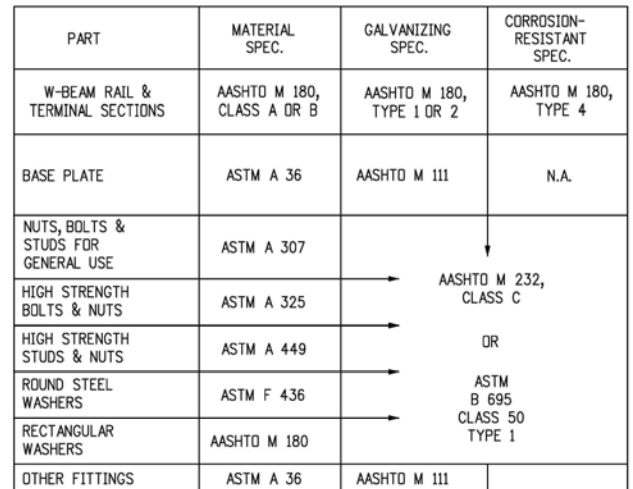
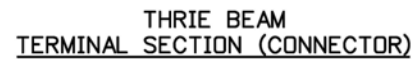
DOUBLE BLOCK AND GUARDRAIL TYPE 3 (DOUBLE) FOR MEDIAN BARRIER



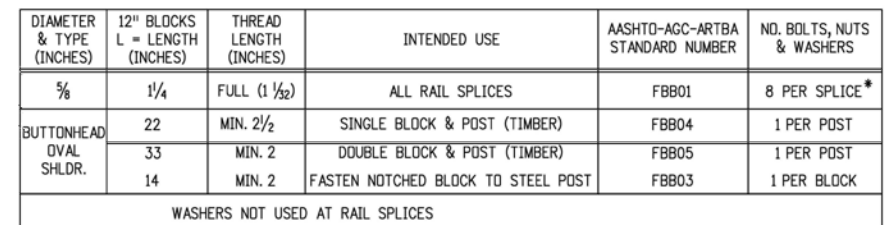
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Detailer Initials: LTA	(R-X)						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)						



W-BEAM RAIL SECTION



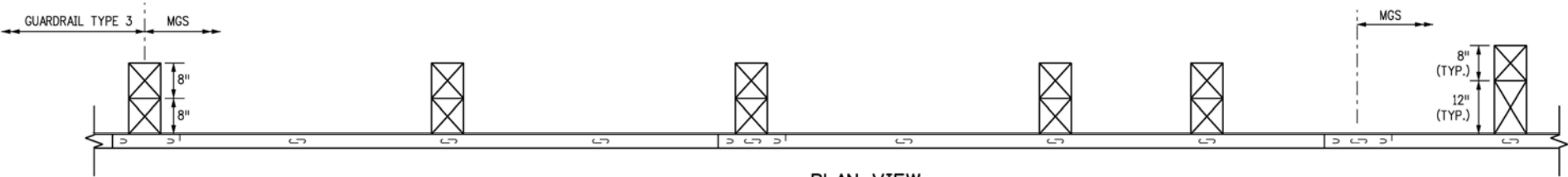
RECTANGULAR WASHER
(TO BE USED ONLY WHERE SPECIFIED.)



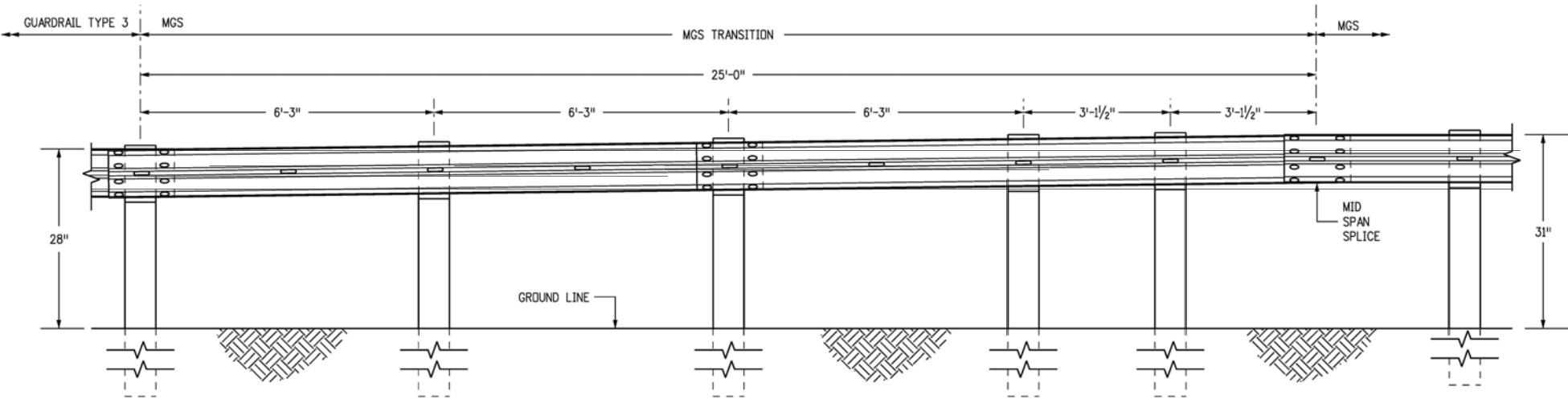
STANDARD PLAN NO.
M-606-1
Standard Sheet No. 3 of 19
Project Sheet Number:

NOTES

1. THE MGS TRANSITION FROM A TYPE 3 GUARDRAIL SHALL BE COMPLETED OUTSIDE THE MGS END ANCHORAGE LIMITS.

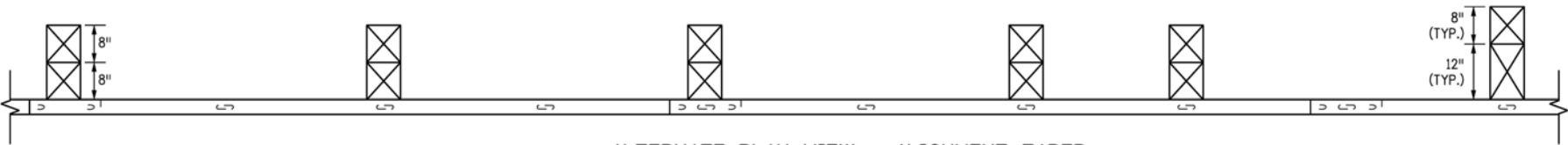


PLAN VIEW



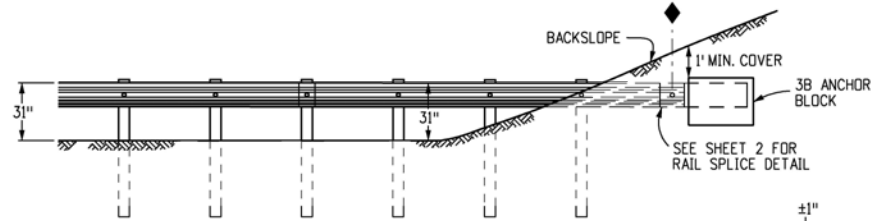
ELEVATION VIEW

TRANSITION FROM 28 INCH GUARDRAIL TO 31 INCH MGS



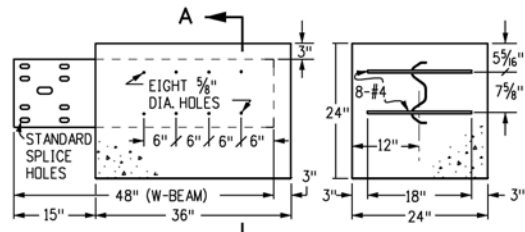
ALTERNATE PLAN VIEW - ALIGNMENT TAPER

Computer File Information		Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES Issued by the Project Development Branch: July 31, 2019	STANDARD PLAN NO.	
Creation Date: 07/31/19		Date:	Comments			M-606-1	
Designer Initials: JBK	(R-X)					Standard Sheet No. 4 of 19	
Last Modification Date: 03/05/20	(R-X)					Project Sheet Number:	
Detailer Initials: LTA	(R-X)						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)						



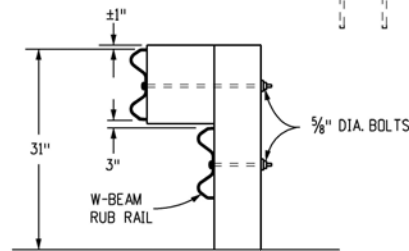
SEE TYPE 3B (RUB RAIL) PLAN VIEW FOR ALIGNMENT. THE 100 FT. FLARE LENGTH MAY BE SHORTENED IF THE SLOPE IS LESS THAN 8 FT. WIDE.

END ANCHORAGE TYPE 3B (MAX. 10:1 AND NO ROADSIDE DITCH AT GUARDRAIL)



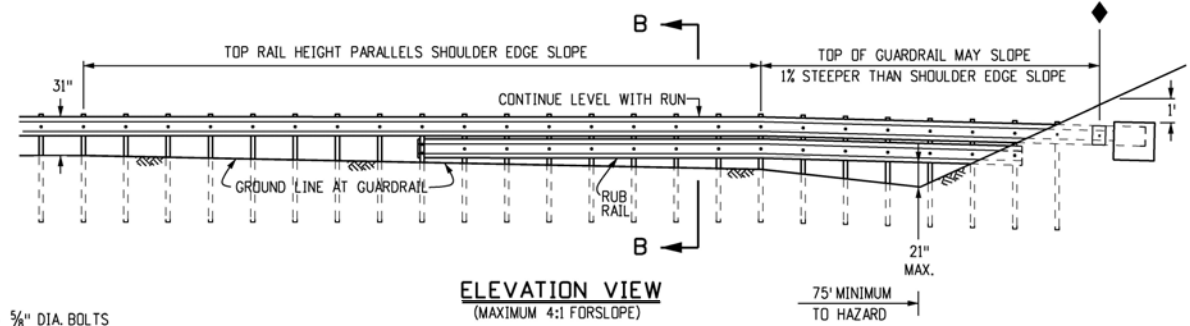
SECTION A-A

TYPE 3B ANCHOR BLOCK DETAIL



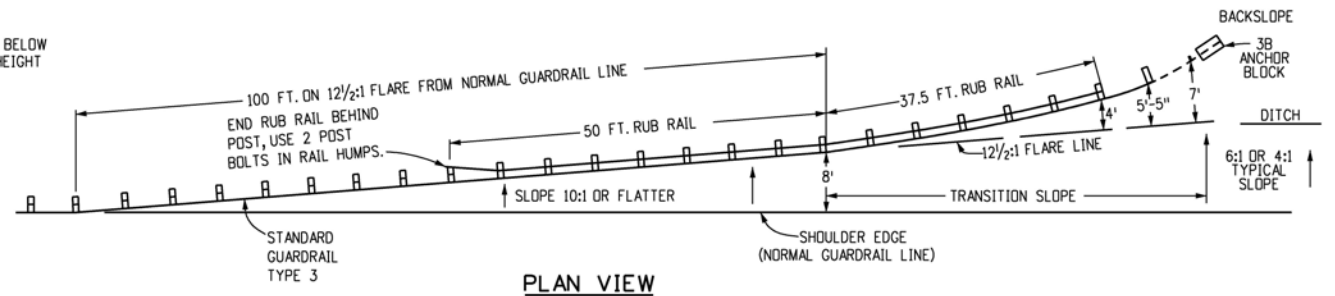
SECTION B-B

MOUNT A W-BEAM RUB RAIL 1-1/2 IN. BELOW THE TOP RAIL WHEN THE TOP RAIL HEIGHT EXCEEDS 33 IN. ABOVE THE GROUND



ELEVATION VIEW (MAXIMUM 4:1 FOR SLOPE)

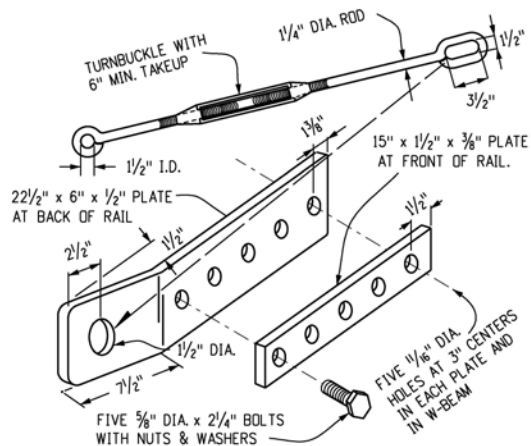
TOP OF GUARDRAIL MAY SLOPE
1% STEEPER THAN SHOULDER EDGE SLOPE



PLAN VIEW

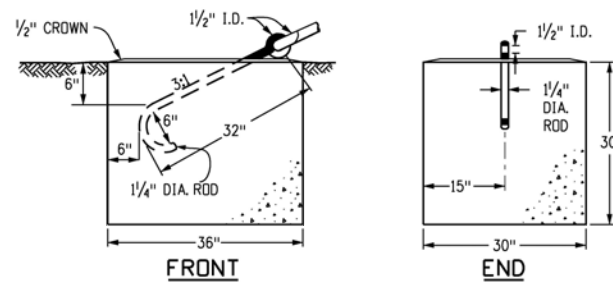
END ANCHORAGE TYPE 3B (RUB RAIL)

(WITH ROADSIDE DITCH AT GUARDRAIL)



TYPE 3D HARDWARE DETAILS

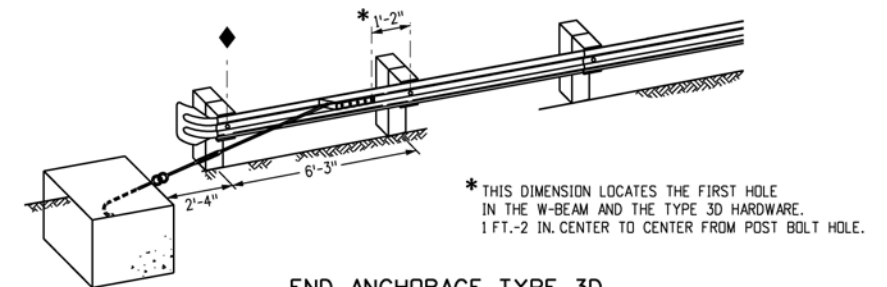
NOTE: ALL PARTS SHALL BE
GALVANIZED



FRONT

END

TYPE 3D ANCHOR BLOCK DETAIL



END ANCHORAGE TYPE 3D DEPARTURE TERMINAL

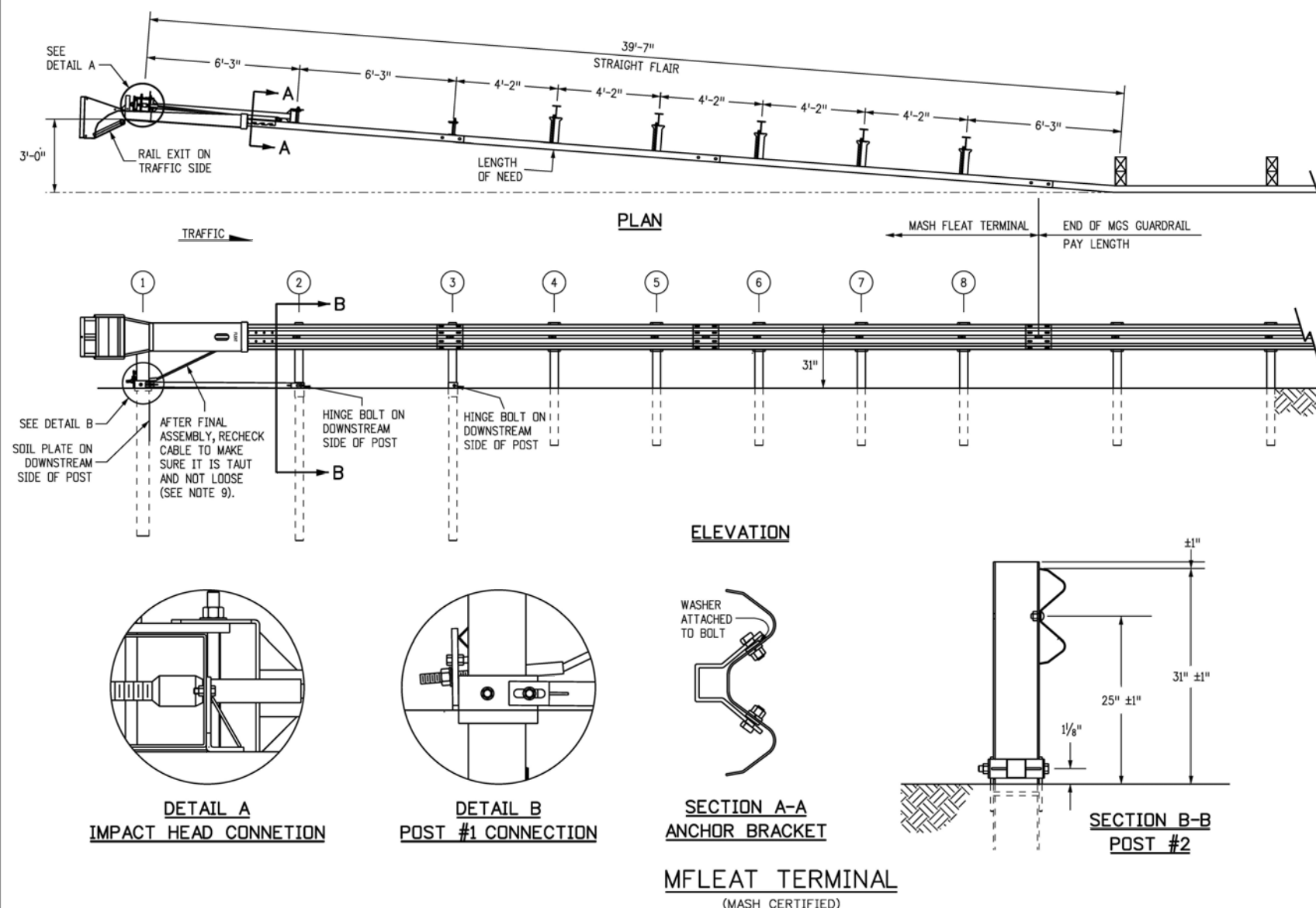
Computer File Information		Sheet Revisions		 Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development BranchJBK	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES		STANDARD PLAN NO.
Creation Date: 07/31/19	(R-X) (R-X) (R-X) (R-X)	Date:	Comments		M-606-1		Standard Sheet No. 5 of 19
Designer Initials: JBK							
Last Modification Date: 03/05/20							
Detailer Initials: LTA							
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English					Issued by the Project Development Branch: July 31, 2019	Project Sheet Number:	

NOTES

1. THE END ANCHORAGE (FLARED) SHALL BE THE MFLEAT TERMINAL, AS MANUFACTURED BY ROAD SYSTEMS INC. (TELEPHONE #: 432-263-2435). ONE END ANCHORAGE (FLARED) SHALL INCLUDE ALL POST, RAIL, AND ALL HARDWARE ITEMS REQUIRED FOR A COMPLETE UNIT. THE END ANCHORAGE (FLARED) SHALL BE INSTALLED CONFORMING TO THE MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR SHALL PROVIDE A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND PARTS LIST TO THE ENGINEER PRIOR TO INSTALLATION OF THE DEVICE.
2. RETROREFLECTOR TABS SHALL NOT BE USED ON END ANCHORAGE POSTS.
3. DELINEATION SHALL BE APPLIED TO THE END PIECE, AND SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
4. AESTHETIC TREATMENT OPTIONS MAY BE AVAILABLE WITH PRIOR APPROVAL OF THE PROJECT ENGINEER. CONTACT THE MANUFACTURER FOR APPROVED AESTHETIC TREATMENT OPTIONS.
5. ALL BOLTS, NUTS, CABLE ASSEMBLIES, CABLE ANCHORS AND BEARING PLATES SHALL BE GALVANIZED.
6. THE LOWER SECTIONS OF THE POSTS 1, 2, AND 3 SHALL NOT PROTRUDE MORE THAN 4 INCHES ABOVE THE GROUND (MEASURED ALONG A 5 FOOT CORD). SITE GRADING MAY BE NECESSARY TO MEET THIS REQUIREMENT.
7. THE LOWER SECTIONS OF THE HINGED POSTS SHOULD NOT BE DRIVEN WITH THE UPPER POST ATTACHED. IF THE POST IS PLACED IN A DRILLED HOLE, THE BACKFILL MATERIAL MUST BE SATISFACTORILY COMPACTED TO PREVENT SETTLEMENT.
8. WHEN COMPETENT ROCK IS ENCOUNTERED, A 12 INCH DIA. POST HOLE, DRILLED 20 INCHES DEEP INTO THE ROCK SURFACE SHALL BE USED IF APPROVED BY THE ENGINEER FOR POSTS 1 AND/OR 2. GRANULAR MATERIAL SHALL BE PLACED IN THE BOTTOM OF THE HOLE, APPROXIMATELY 2.5 INCHES DEEP TO PROVIDE DRAINAGE. THE FIRST AND/OR SECOND POST SHALL BE FIELD CUT TO LENGTH, PLACED IN THE HOLE AND BACKFILLED WITH SUITABLE BACKFILL. THE SOIL PLATE MAY BE TRIMMED IF REQUIRED.
9. THE BREAKAWAY CABLE ASSEMBLY SHALL BE TAUT. A LOCKING DEVICE (VICE GRIPS OR CHANNEL LOCK PLIERS) SHOULD BE USED TO PREVENT THE CABLE FROM TWISTING WHEN TIGHTENING NUTS.

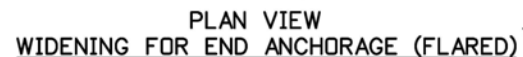
OFFSET NOTES

1. POST OFFSET DIMENSIONS ARE GIVEN TO THE CENTER OF THE TRAFFIC FACE OF POSTS.
2. THE GUARDRAIL BETWEEN POST (1) THRU (8) IS ON A STRAIGHT LINE FLARE.

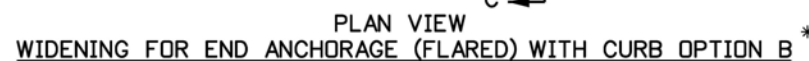
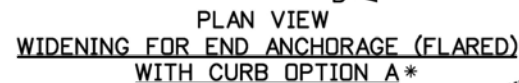


END ANCHORAGES (FLARED)

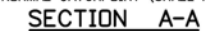
Computer File Information		Sheet Revisions		Colorado Department of Transportation		MIDWEST		STANDARD PLAN NO.
Creation Date: 07/31/19		Date: 03/05/20		2829 West Howard Place		GUARDRAIL SYSTEM (MGS)		M-606-1
Designer Initials: JBK		Comments: Replaced the SRI-31 and FLEAT 350 flared terminals with the MFLEAT flared terminal to be MASH compliant		CDOT HQ, 3rd Floor		TYPE 3 W-BEAM 31 INCHES		Standard Sheet No. 6 of 19
Last Modification Date: 03/05/20				Denver, CO 80204				
Detailer Initials: LTA				Phone: 303-757-9021 FAX: 303-757-9868				
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English				Project Development Branch		Issued by the Project Development Branch: July 31, 2019		Project Sheet Number:



* THIS PLAN VIEW SHOWS ONLY THE SRT-31.
THE FLEAT-350 USES THE SAME WIDENING
DETAILS.



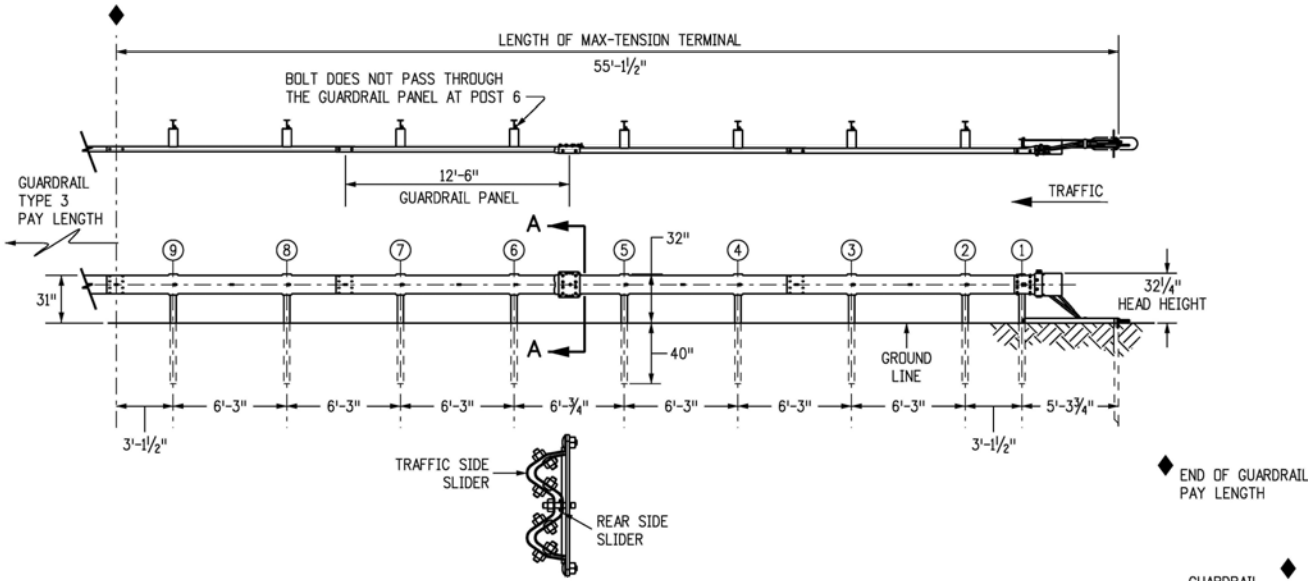
1. PAYMENT FOR THE ADDED EMBANKMENT (APPROXIMATELY 45 CU. YDS.) FOR THE FLARE SHALL BE AS FOLLOWS:
 - A. UNDER PAY ITEM 203 WHEN THE CONTRACT PLAN INCLUDES PAY ITEM 203
 - B. INCLUDED IN THE COST OF THE END ANCHORAGE (FLARED) WHEN THE CONTRACT PLANS DO NOT INCLUDE PAY ITEM 203. THE ADDED EMBANKMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SUBSECTION 203.07, AASHTO T 99.
2. WHEN THE WIDENED AREA IS PAVED, PAYMENT FOR THE PAVEMENT (APPROX. 70 SQ. YDS.) SHALL BE AS FOLLOWS:
 - A. UNDER PAY ITEM 403 OR 412 WHEN THE CONTRACT PLAN INCLUDES PAY ITEM 403 OR 412
 - B. INCLUDED IN THE COST OF THE END ANCHORAGE (FLARED) WHEN THE CONTRACT PLAN DOES NOT INCLUDE PAY ITEM 403 OR 412 (SEE SHEET 1, NOTE 2 FOR PAVEMENT TYPES)
3. CONCRETE PAVED AREAS SHALL HAVE THEIR TAPERED ENDS SQUARED OFF AS DIRECTED BY THE ENGINEER.
4. WHEN OVERLAY PAVING, THE FINISHED SURFACE AT EACH POST SHALL NOT BE ABOVE THE TOP BREAKAWAY HOLE OR STRUT ASSEMBLY. THE WIDENED AREA AT THE FLARED END ANCHORAGE SHOULD NOT BE OVERLAYED UNLESS PAVEMENT CONDITIONS WARRANT IT BEING OVERLAYED. ANY OVERLAY PAVEMENT ABUTTING THE FLARED END ANCHORAGE SHALL BE TAPERED TO PREVENT A DROP IN THE PAVED SURFACE BELOW THE RAIL.
5. SEE SHEETS 1, 2, 3, AND 5 FOR STANDARD TYPE 3 GUARDRAIL INSTALLATION DETAILS.
6. THE COST OF THE GUTTER WILL BE PAID FOR AS "GUTTER TYPE 2 (2 FT.)" FOR A LENGTH OF 134 FT. OR "GUTTER TY. 2 (3 FT.)" FOR A LENGTH OF 40 FT.
7. INLETS OR RUNDOWNS MAY BE USED INSTEAD OF THE GUTTER IF SPECIFIED ON THE PLANS. NO ADDITIONAL CURB SHALL BE ADDED IN THE VICINITY OF THE END ANCHORAGE.
8. 4:1 OR FLATTER SLOPES IN THE TRAVERSABLE AREA SHALL BE USED BEHIND THE END ANCHORAGE, AND IN ADVANCE OF POST ①. IF THIS IS NOT POSSIBLE, A MINIMUM 3:1 SLOPE MAY BE USED IF APPROVED BY THE ENGINEER.
9. THE WIDENED AREA, EXCEPT FOR CURB OPTION A, SHALL HAVE THE SAME GRADING AS THE ADJACENT GUARDRAIL: 10:1 OR FLATTER IF MORE THAN 2 FT. FROM SHOULDER OR SLOPE EQUAL TO ROADWAY SLOPE IF 2 FT. OR LESS FROM SHOULDER.
10. WIDENING FOR END ANCHORAGES SHALL BE PAVED ON INTERSTATES AND FREEWAYS. FOR OTHER HIGHWAYS, PAVING SHALL BE AS SHOWN ON THE PLANS.



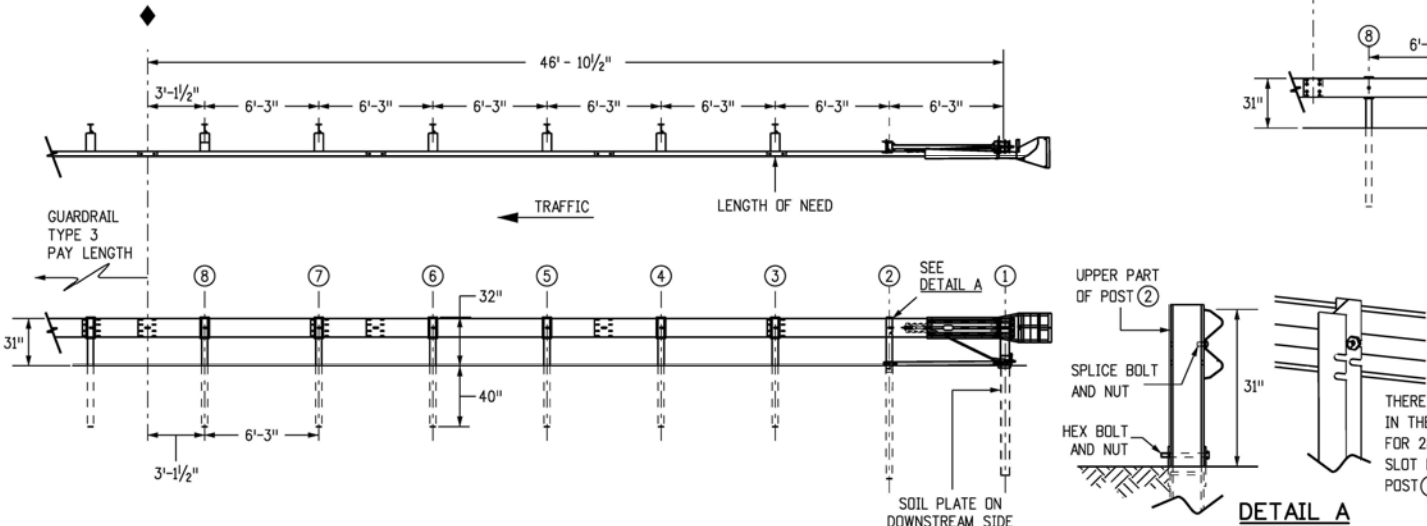
Computer File Information		Sheet Revisions		Colorado Department of Transportation		MIDWEST		STANDARD PLAN NO.	
Creation Date: 07/31/19		Date: Comments		 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868		GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES		M-606-1 Standard Sheet No. 7 of 19	
Designer Initials: JBK		03/05/20 Replaced the old end anchorage drawings with the new MFLAT and anchorage drawings.							
Last Modification Date: 03/05/20									
Detailer Initials: LTA									
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English				Project Development Branch JBK		Issued by the Project Development Branch: July 31, 2019		Project Sheet Number:	

NOTES FOR NONFLARED

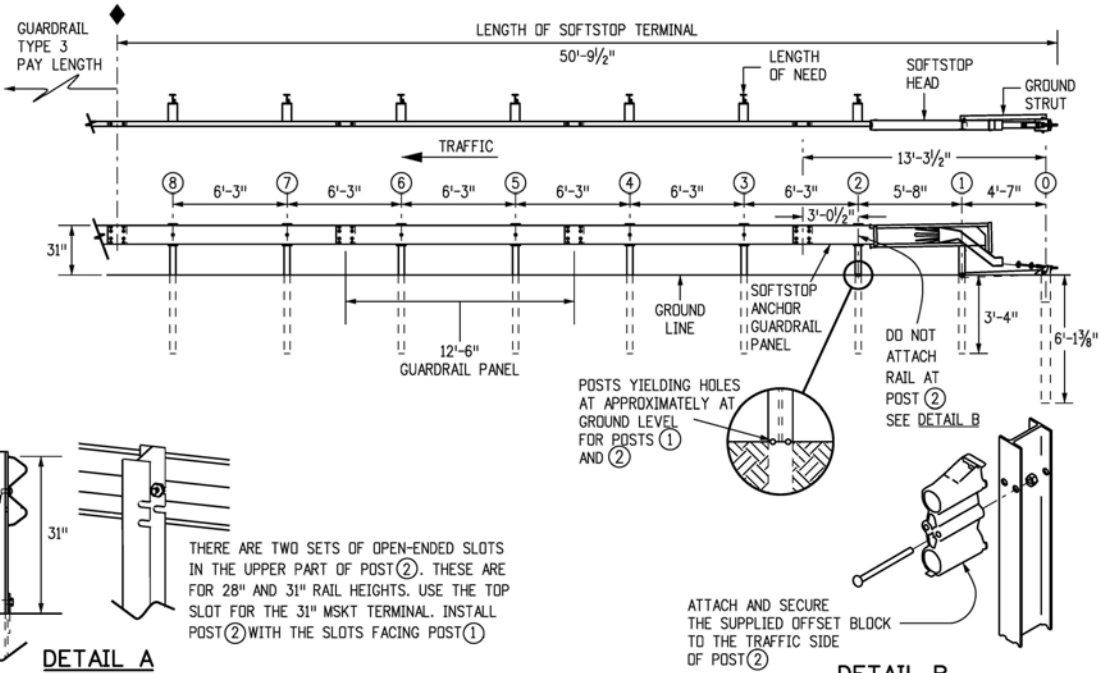
- 1. THE END ANCHORAGE (NONFLARED) SHALL EITHER BE THE SOFTSTOP AS MANUFACTURED BY TRINITY INDUSTRIES, INC. (TEL. #: 1-888-356-2363), OR THE MAX-TENSION AS MANUFACTURED BY LINDSAY TRANSPORTATION SOLUTIONS (TEL. #: 402-829-6800), OR THE MSKT AS MANUFACTURED BY ROAD SYSTEMS, INC. (TEL. #: 432-263-2435). THE END ANCHORAGE (NONFLARED) SHALL INCLUDE ALL POST, RAIL, AND HARDWARE ITEMS REQUIRED FOR A COMPLETE UNIT. THE END ANCHORAGE (NONFLARED) SHALL BE INSTALLED CONFORMING TO THE MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR SHALL PROVIDE A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND PARTS LIST TO THE ENGINEER PRIOR TO THE INSTALLATION OF THE DEVICE.
- 2. DO NOT ATTACH THESE END ANCHORAGES DIRECTLY TO A RIGID BARRIER (EX. CONCRETE BARRIER, STEEL BARRIER, CONCRETE STRUCTURE) WITHOUT A PROPER TRANSITION.
- 3. CONNECTIONS TO W-BEAMS WHERE THE SPLICE IS NOT AT MID-SPAN BUT AT A POST CAN BE MADE USING A 3'-1 1/2", 9'-4 1/2", OR 15'-7 1/2" W-BEAM PANEL DOWNSTREAM OF TRAFFIC.
- 4. FOR MSKT END ANCHORAGES (NONFLARED), USE THE MANUFACTURER'S SPECIFIED STEEL FOUNDATION TUBES FOR POSTS ① AND ②.
- 5. RETROREFLECTOR TABS SHALL NOT BE USED ON END ANCHORAGE POSTS.
- 6. DELINEATION SHALL BE APPLIED TO THE END PIECE AND SHALL NOT BE PAID FOR SEPARATELY BUT BE INCLUDED IN THE COST OF THE WORK. SEE STANDARD PLAN S-612-1.



SECTION A-A
MAX-TENSION TERMINAL END ANCHORAGE (NONFLARED)
(MASH CERTIFIED)



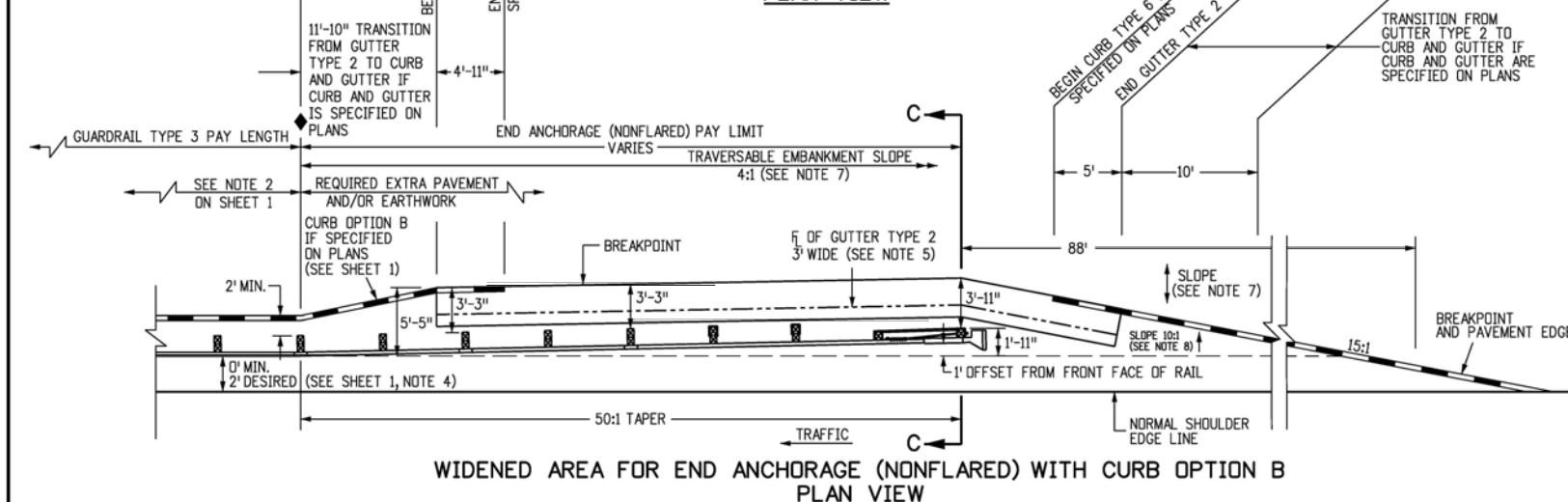
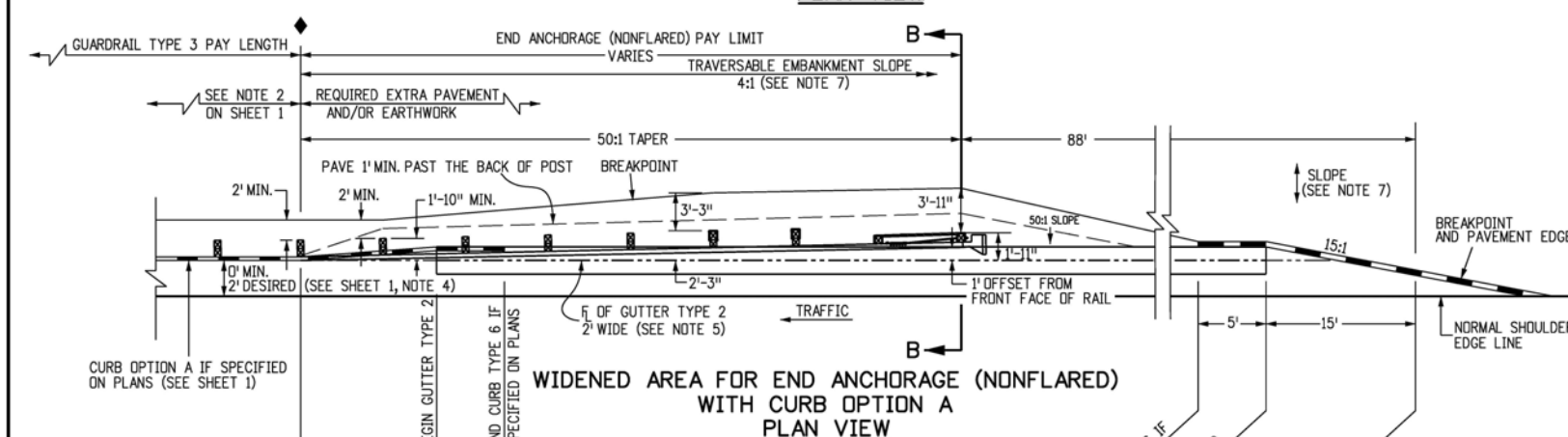
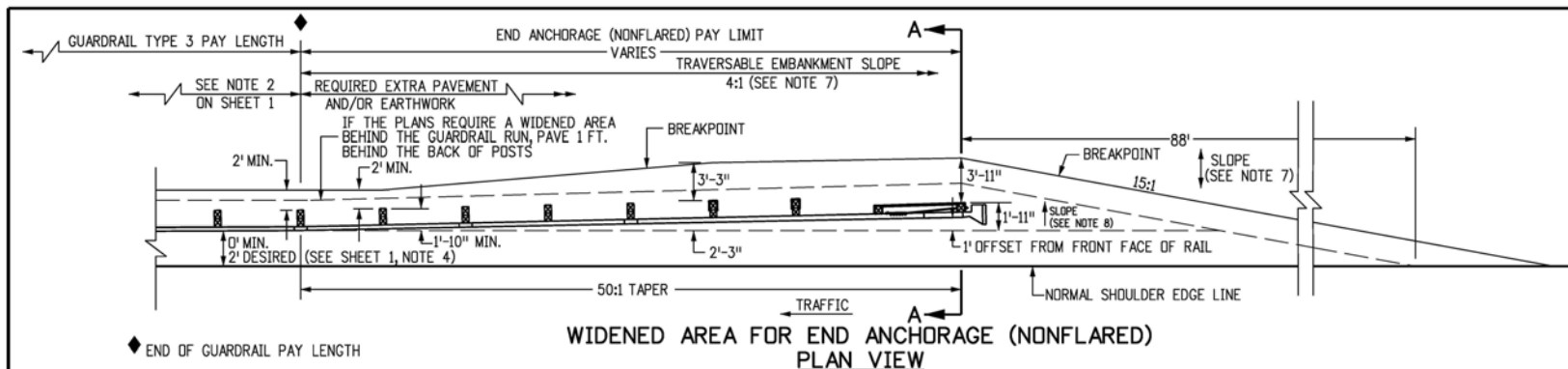
MSKT TERMINAL END ANCHORAGE (NONFLARED)
(MASH CERTIFIED)



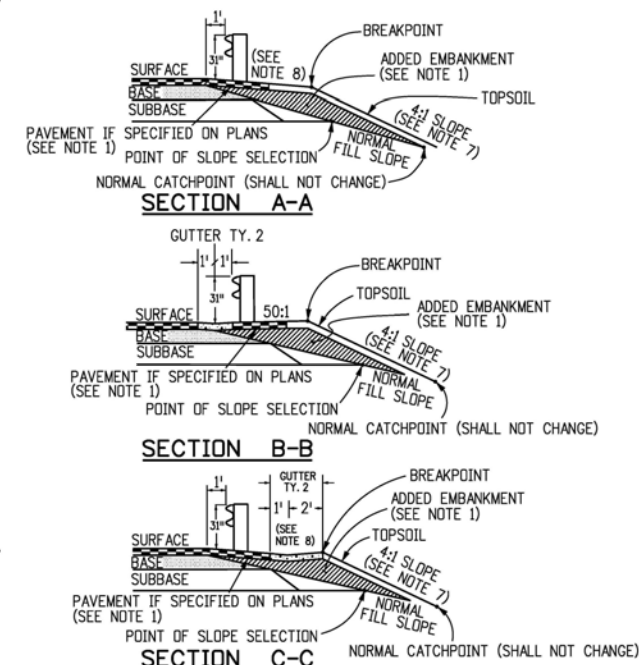
SOFTSTOP TERMINAL END ANCHORAGE (NONFLARED)
(MASH CERTIFIED)

END ANCHORAGES (NONFLARED)

Computer File Information		Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES Issued by the Project Development Branch: July 31, 2019	STANDARD PLAN NO. M-606-1 Standard Sheet No. 8 of 19 Project Sheet Number:
Creation Date: 07/31/19		Date:	Comments			
Designer Initials: JBK	(R-X)					
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)			JBK		



- ### NOTES
- PAYMENT FOR THE ADDED EMBANKMENT (APPROXIMATELY 25 CU. YDS.) FOR THE FLARE SHALL BE AS FOLLOWS:
A. UNDER PAY ITEM 203 WHEN THE CONTRACT PLAN INCLUDES PAY ITEM 203.
B. INCLUDED IN THE COST OF THE END ANCHORAGE (NONFLARED) WHEN THE CONTRACT PLANS DOES NOT INCLUDE PAY ITEM 203. THE ADDED EMBANKMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SUBSECTION 203.07, AASHTO T 99.
 - WHEN THE WIDENED AREA IS PAVED, PAYMENT FOR THE PAVEMENT (APPROX. 39 SQ. YDS.) SHALL BE AS FOLLOWS:
A. UNDER PAY ITEM 403 OR 412 WHEN THE CONTRACT PLAN INCLUDES PAY ITEM 403 OR 412.
B. INCLUDED IN THE COST OF THE END ANCHORAGE (NONFLARED) WHEN THE CONTRACT PLAN DOES NOT INCLUDE PAY ITEM 403 OR 412, (SEE SHEET 1, NOTE 2 FOR PAYMENT TYPES).
 - WHEN OVERLAY PAVING, THE FINISHED SURFACE AT EACH POST SHALL NOT BE ABOVE THE TOP BREAKWAY HOLE OR STRUT ASSEMBLY. THE WIDENED AREA AT THE END ANCHORAGE (NONFLARED) SHALL NOT BE OVERLAYED UNLESS PAVEMENT CONDITIONS WARRANT IT BEING OVERLAYED. ANY OVERLAY PAVEMENT ABUTTING THE END ANCHORAGE (NONFLARED) SHALL BE TAPERED TO PREVENT A DROP IN THE PAVED SURFACE BELOW THE RAIL.
 - SEE SHEETS 1, 2, 3, AND 5 FOR STANDARD TYPE 3 GUARDRAIL INSTALLATION DETAILS.
 - THE COST OF THE GUTTER WILL BE PAID FOR AS "GUTTER TYPE 2 (2 FT.)" FOR A LENGTH OF 111 FT., OR "GUTTER TY. 2 (3 FT.)" FOR A LENGTH OF 50 FT.
 - INLETS OR RUNDOWNS MAY BE USED INSTEAD OF THE GUTTER IF SPECIFIED ON THE PLANS. NO ADDITIONAL CURB SHALL BE ADDED IN THE VICINITY OF THE END TREATMENT.
 - 4:1 OR FLATTER SLOPES IN THE TRAVERSABLE AREA SHALL BE USED BEHIND THE END ANCHORAGE AREA, AND IN ADVANCE OF POST ① IF THIS IS NOT POSSIBLE A MINIMUM 3:1 SLOPE MAY BE USED IF APPROVED BY THE ENGINEER.
 - THE WIDENED AREA, EXCEPT FOR CURB OPTION A, SHALL HAVE THE SAME GRADING AS BENEATH THE ADJACENT GUARDRAIL: 10:1 OR FLATTER IF MORE THAN 2 FT. FROM SHOULDER, OR SLOPE EQUAL TO ROADWAY SLOPE IF 2 FT. OR LESS FROM SHOULDER.
 - WIDENING FOR END ANCHORAGES SHALL BE PAVED ON INTERSTATES AND FREEWAYS. FOR OTHER HIGHWAYS, PAVING SHALL BE AS SHOWN ON THE PLANS.



Computer File Information	
Creation Date: 07/31/19	
Designer Initials: JBK	(R-X)
Last Modification Date: 03/05/20	(R-X)
Detailer Initials: LTA	(R-X)
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)

Sheet Revisions	
Date:	Comments

Colorado Department of Transportation	
	2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868
Project Development Branch	JBK

MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES	
Issued by the Project Development Branch: July 31, 2019	

STANDARD PLAN NO.	
M-606-1	
Standard Sheet No. 9 of 19	
Project Sheet Number:	

MEDIAN TERMINAL NOTES

1. THE MEDIAN TERMINAL SHALL BE THE MAX-TENSION MEDIAN AS MANUFACTURED BY BY BARRIER SYSTEM BY LINDSAY (LINDSAY TRANSPORTATION SOLUTIONS) (TEL #: 888 800-3691).

2. THE MAX-TENSION SHALL BE APPLIED DIRECTLY TO W-BEAM GUARDRAIL SYSTEMS AT, OR TRANSITIONED TO, 31 INCH WITH PANELS AND POST SPACING CONFIGURED AT MID-SPAN SPLICE. TRANSITIONS TO STRONG POST W-BEAM GUARDRAIL SYSTEMS OR OTHER BARRIERS WHERE THE SPLICE IS NOT MID-SPAN SHALL BE ACCOMPLISHED USING A 3 FT. 1-1/2 INCH, 9 FT. 4-1/2 INCH OR 15 FT. 7-1/2 INCH PANELS AFTER THE MAX-TENSION SYSTEM (MIN. OF 50 FT. DOWNSTREAM OF THE FIRST POST). TRANSITIONS TO OTHER BARRIER SYSTEMS SHALL ALSO BE AT A MIN. OF 50 FT. DOWNSTREAM FROM THE FIRST POST. SEE SHEET 4.

3. THE MAX-TENSION SHALL NOT BE ATTACHED DIRECTLY TO RIGID BARRIERS SUCH AS CONCRETE BARRIERS, STEEL BARRIERS OR CONCRETE STRUCTURES WITHOUT PROPER TRANSITION. IF ROCK OR STIFF SOIL IS ENCOUNTERED, THE POSTS AND SOIL ANCHOR MAY BE INSTALLED BY AUGURING AND BACKFILLING THE HOLE.

4. EITHER 8 INCH OR 12 INCH COMPOSITE OR TIMBER BLOCKOUTS SHALL BE USED PER MANUFACTURE'S RECOMMENDATIONS.

5. EITHER 12 FT.-6 INCH OR 25 FOOT PANELS SHALL BE USED DEPENDING ON SITE CONDITIONS OR CONNECTED BARRIER SYSTEMS.

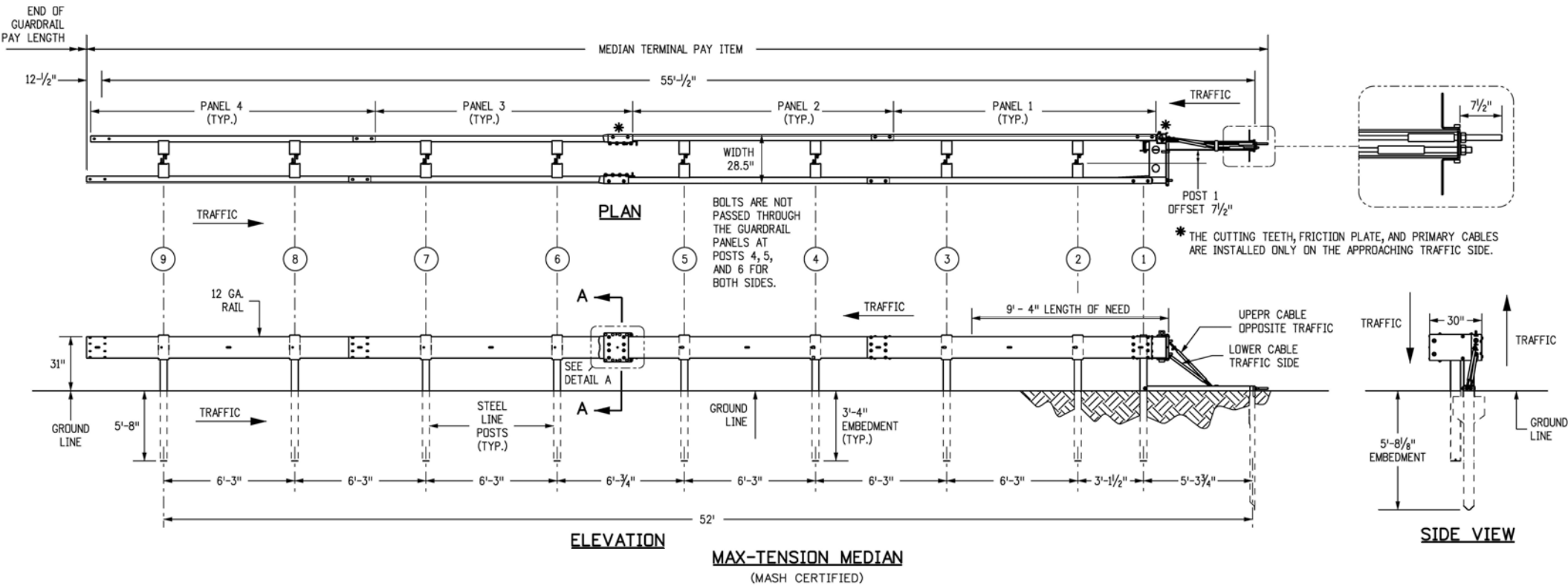
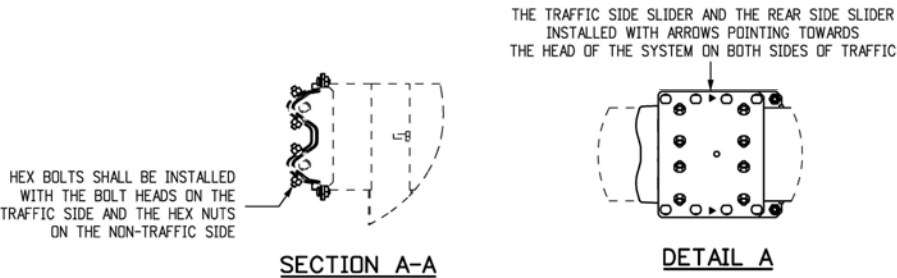
6. RAIL PANELS SHALL BE LAPPED PER MANUFACTURER'S INSTALLATION MANUAL, REGARDLESS OF AN UPSTREAM OR DOWNSTREAM END SYSTEM POSITION.
7. ALL STEEL COMPONENTS SHALL BE GALVANIZED PER ASTM A123 OR EQUIVALENT UNLESS OTHERWISE STATED.

8. ONE MEDIAN TERMINAL SHALL INCLUDE ALL POSTS, RAIL, AND HARDWARE ITEMS REQUIRED FOR A COMPLETE UNIT. THE DEVICE SHALL BE INSTALLED IN CONFORMANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE CONTRACTOR SHALL PROVIDE A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND PARTS LISTS TO THE ENGINEER PRIOR TO THE INSTALLATION OF THE DEVICE.

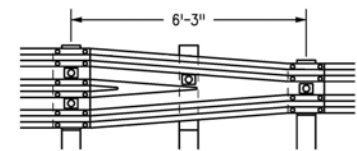
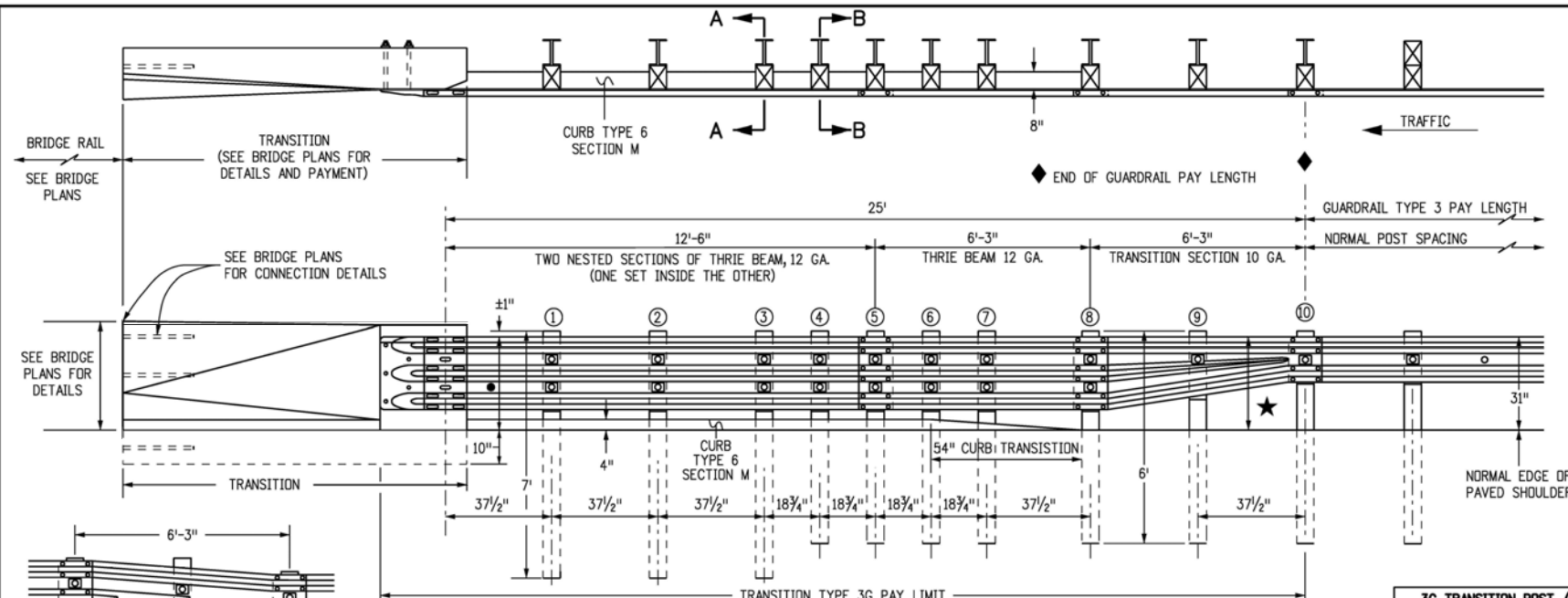
9. UNLESS OTHERWISE SPECIFIED ON THE PLANS, THE MEDIAN TERMINAL SHALL BE INSTALLED FOR BIDIRECTIONAL TRAFFIC APPLICATION.

10. EACH INSTALLATION SHALL BE SUPERVISED AND CERTIFIED AS CORRECT UPON COMPLETION BY A REPRESENTATIVE OF THE DEVICE MANUFACTURER OR BY AN EMPLOYEE OF THE CONTRACTOR WHO IS A CERTIFIED INSTALLER. THE CERTIFIED INSTALLER SHALL HAVE COMPLETED DEVICE TRAINING AND SHALL BE REGISTERED WITH THE MANUFACTURER AS A CERTIFIED INSTALLER.

11. DELINEATION, IF REQUIRED, SHALL BE APPLIED TO THE END PIECE AND WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE WORK. SEE STANDARD PLAN S-612-1.



Computer File Information		Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES Issued by the Project Development Branch: July 31, 2019	STANDARD PLAN NO. M-606-1 Standard Sheet No. 10 of 19 Project Sheet Number:
Creation Date: 07/31/19		Date:	Comments			
Designer Initials: JBK	(R-X)					
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)			JBK		



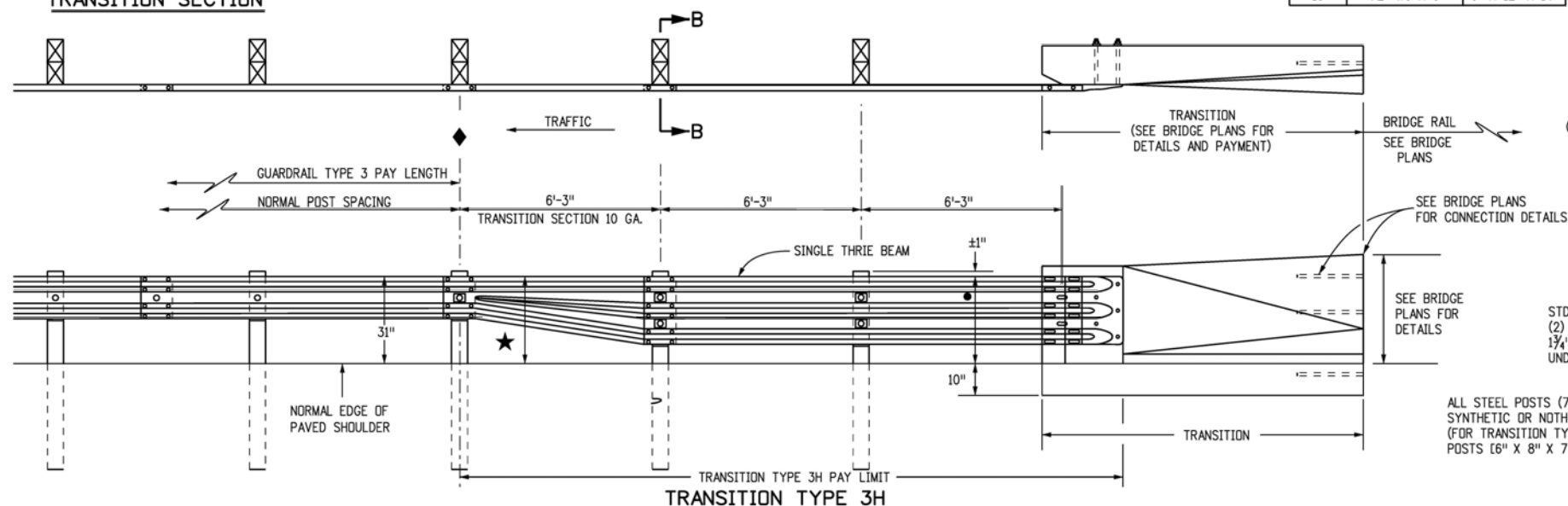
**SYMMETRICAL
TRANSITION SECTION**

TRANSITION TYPE 3G
ALL POSTS SHALL BE STEEL

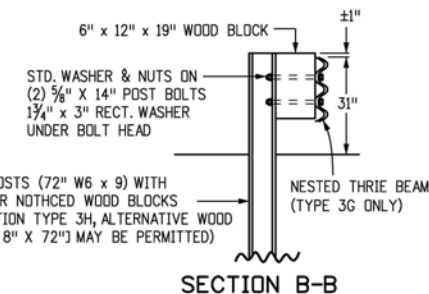
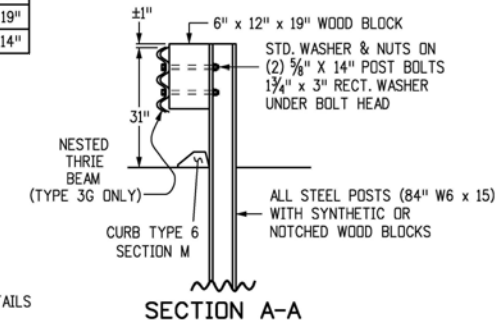
★ IF THE HEIGHT OF THE TRANSITION TYPES 3G OR 3H IS MORE THAN 31", THEN A SYMMETRICAL TRANSITION SECTION SHALL BE USED HERE.

• 31" FOR ASPHALT BRIDGE OVERLAY.
33.25" FOR POLYMER CONCRETE BRIDGE OVERLAY.

3G TRANSITION POST / BLOCK SIZING		
POST #	STEEL POST SIZE	BLOCKOUT SIZE
1 - 3	84" W6 X 15	6" X 12" X 19"
4 - 9	72" W6 X 9	6" X 12" X 19"
10	72" W6 X 9	6" X 12" X 14"



- NOTES**
- TRANSITION TYPE 3G IS FOR USE AT BOTH ENDS OF BRIDGES ON TWO-WAY HIGHWAYS AND AT THE APPROACH END OF BRIDGES ON ONE-WAY HIGHWAYS.
 - TRANSITION TYPE 3H IS FOR USE AT THE TRAILING END OF BRIDGES ON ONE-WAY HIGHWAYS.
 - THE THRIE BEAM SECTION IN TRANSITION TYPES 3G AND 3H MAY BE SHOP BENT TO FIT CORRESPONDING RADIUS CURVES. HOWEVER, THE 6 FT.-3 IN. TRANSITION SECTION SHALL NOT BE BENT.
 - A TRANSITION SHALL BE REQUIRED BETWEEN TYPES 3G OR 3H AND THE BRIDGE RAILS. SEE STANDARD PLAN M-606-15 FOR THE TRANSITION TO TYPE 9 GUARDRAIL BARRIER.
 - TRANSITION TYPES 3G AND 3H ARE BOTH MASH COMPLIANT.
 - BACKUP PLATE IS NOT REQUIRED AT POSTS ON TYPE 3G AND 3H.
 - ☐ THIS SYMBOL IN THE ELEVATION DRAWINGS SHOWS THE LOCATIONS WHERE A RECTANGULAR WASHER IS REQUIRED UNDER THE POST BOLT HEAD.
 - CURB TYPE 6 SECTION M, MAY BE ASPHALT OR CONCRETE. THE COST OF CURB IS INCLUDED IN THE WORK, UNLESS A SEPARATE PAY ITEM IS INCLUDED IN THE BID SCHEDULE.
 - FOR TYPE 3G, POSTS ① THRU ③ ARE 7 FT. LONG. ALL OTHER POSTS SHALL BE A STANDARD 6 FT. LONG UNLESS OTHERWISE SPECIFIED IN THE CONTRACT.
 - NOTCHED RAIL BLOCKS MANUFACTURED FROM SYNTHETIC MATERIAL WILL BE ACCEPTED AS ALTERNATIVES TO WOOD NOTCHED BLOCKS FOR USE WITH STEEL POSTS PROVIDED THAT THE BLOCKS HAVE RECEIVED FHWA APPROVAL AND ARE CERTIFIED AS IDENTICAL TO THE SPECIMENS USED FOR TESTING AND APPROVAL. STEEL BLOCKS ARE NOT ALLOWED.



Computer File Information	
Creation Date: 07/31/19	
Designer Initials: JBK	
Last Modification Date: 03/05/20	
Detailer Initials: LTA	
CAD Ver.: MicroStation V8	Scale: Not to Scale Units: English

Sheet Revisions	
Date:	Comments
03/05/20	Revised Gen. Notes 3 & 5. Revised transition sections notes to see the "Bridge Plans" and deleted their x-sections details. Revised the ★ note.

Colorado Department of Transportation

2829 West Howard Place
CDOT HQ, 3rd Floor
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Phone: 303-757-9021 FAX: 303-757-9868

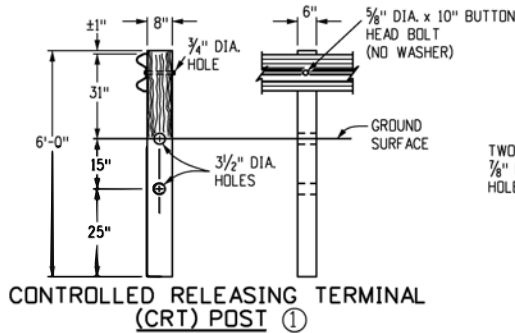
Project Development Branch JBK

MIDWEST
GUARDRAIL SYSTEM (MGS)
TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

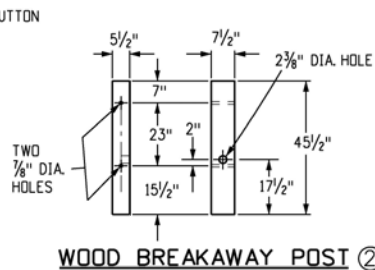
STANDARD PLAN NO.
M-606-1
Standard Sheet No. 11 of 19

Project Sheet Number:

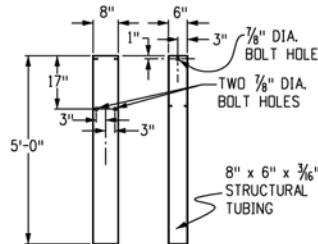


POST	DIMENSIONS	TYPE
①	6" x 8" x 6'	CRT
②	5 1/2" x 7 1/2" x 45 1/2"	BREAKAWAY

POSTS



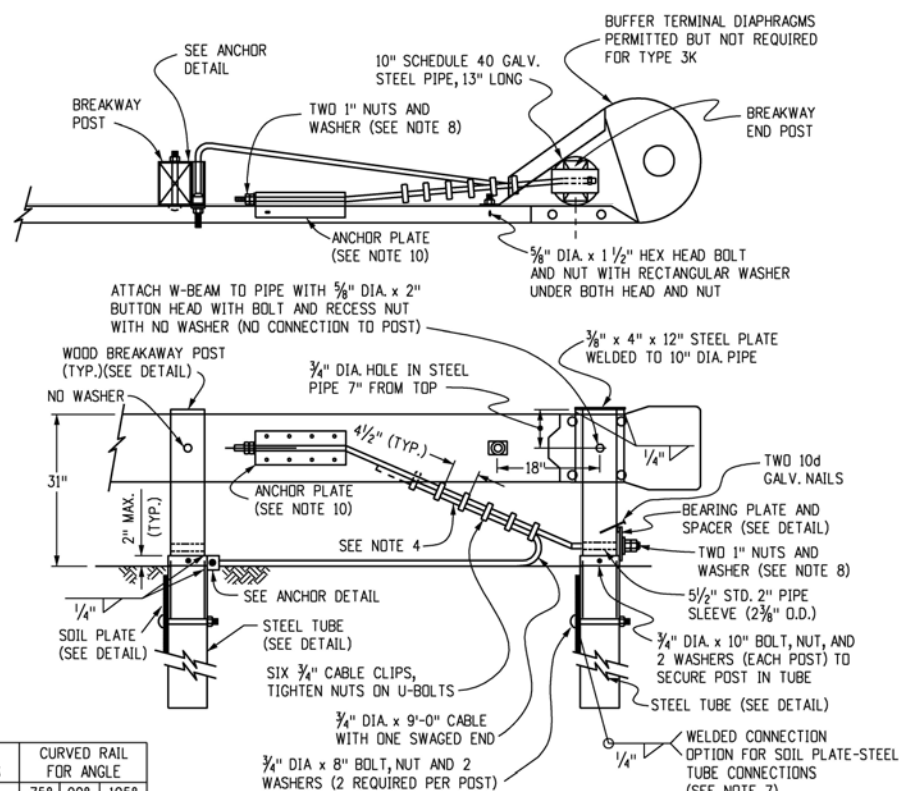
WOOD BREAKAWAY POST ②



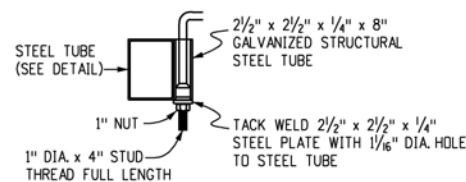
STEEL TUBE

RADIUS	ANGLE	NO. CRT POSTS	AREA FREE OF FIXED OBJECTS		CURVED RAIL FOR ANGLE		
			L	W	75°	90°	105°
8'-6"	75°-105°	5	25'	15'	11'	13'	15'
	75°-90°	6					
	91°-105°	7	30'	15'	22'	27'	31'
17'	75°-85°	7					
	86°-95°	8	40'	20'	33'	40'	47'
	96°-105°	9					
25'-6"	75°-85°	9					
	86°-95°	10	50'	20'	46'	55'	64'
	96°-105°	11					

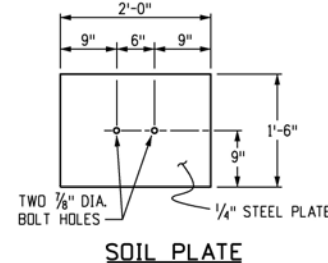
TRANSITION TYPE 3J APPLICATION



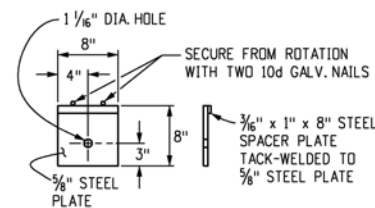
LOW SPEED END ANCHORAGE - TYPE 3K



ANCHOR DETAIL



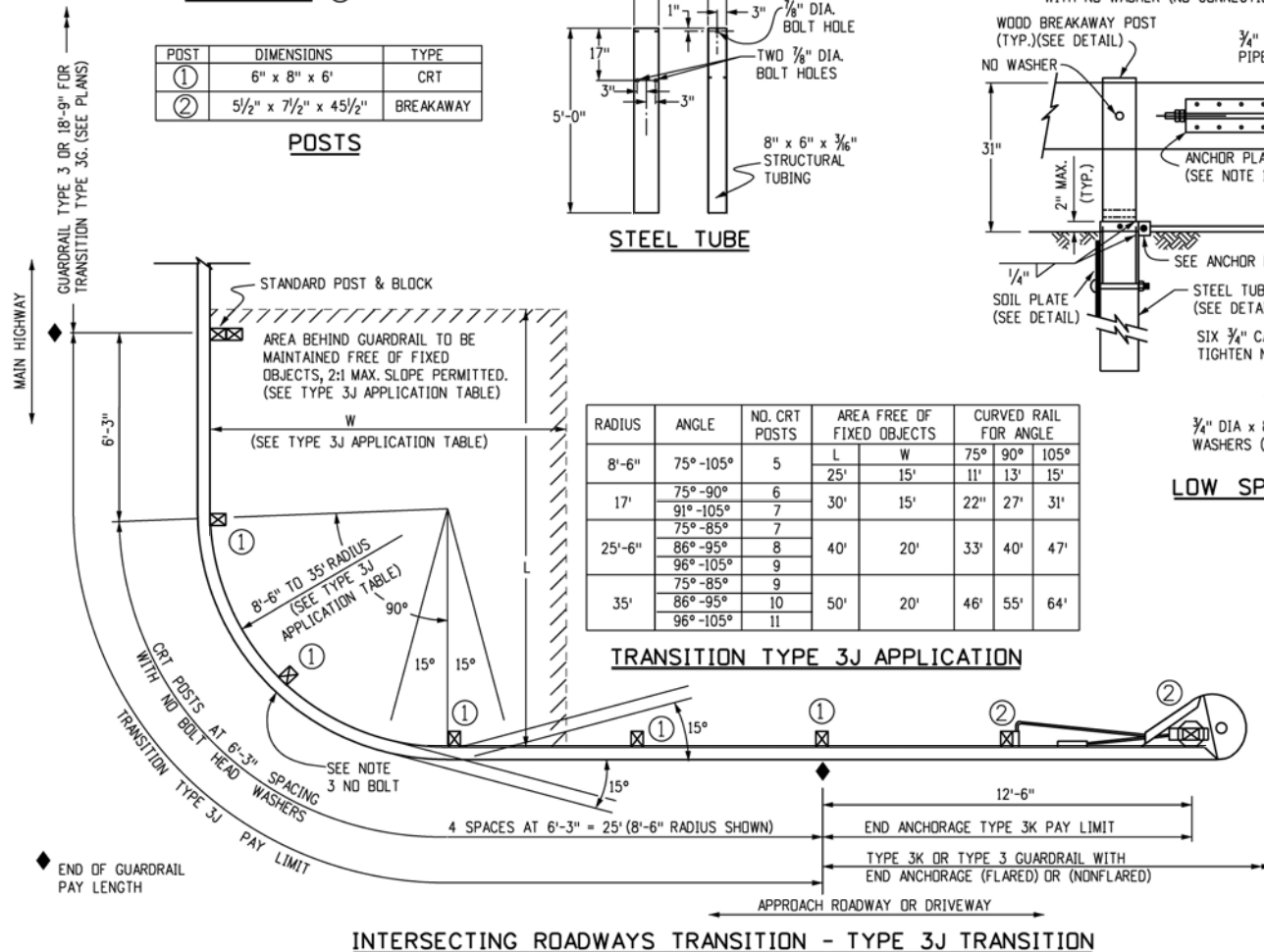
SOIL PLATE



BEARING PLATE FOR STEEL TUBE

NOTES

- APPLICATION: THE TRANSITION TYPE 3J MAY BE USED TO SHIELD HAZARDS AT THE INTERSECTION OF TWO ROADWAYS. TYPICAL APPLICATIONS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
 - CANAL SERVICE ROADS AT BRIDGE ENDS.
 - INTERRUPTIONS IN GUARDRAIL RUNS BY INTERSECTING ROADWAYS, ETC.
 THE LOW SPEED (<45 MPH) END ANCHORAGE TYPE 3K SHALL BE USED ONLY ON DRIVEWAYS AND LOW SPEED SERVICE ROADS. **END ANCHORAGE TYPE 3K IS NOT CRASHWORTHY.** WHEN AN APPROVED CRASH-TESTED END TREATMENT IS REQUIRED, USE THE END ANCHORAGE (FLARED) OR (NONFLARED) WITH 37 FT.-6 IN. LENGTH.
- GRADING AND PAVING FOR THE 3J & 3K SHALL MATCH THE GRADING AND PAVING OF THE GUARDRAIL TO WHICH THEY ARE ATTACHED, AND SHALL BE IN ACCORDANCE WITH SHEET ONE OF THIS STANDARD. MAXIMUM FILL SLOPE SHALL BE 2:1.
- THE RAIL IS NOT BOLTED TO THE CRT POST AT THE CENTER OF THE CURVE FOR THE 8 FT.-6 IN., 17 FT., AND 25 FT.-6 IN. RADII. PLATES SHALL CONFORM TO ASTM A 36, AND THE STRUCTURAL TUBING TO ASTM A 500.
- THE 3/4 IN. GALVANIZED WIRE ROPE (CABLE) SHALL CONFORM TO AASHTO M 30 TYPE II.
- PLATES SHALL CONFORM TO ASTM A 36, AND STRUCTURAL TUBING TO ASTM A 500. WELDING SHALL MEET ALL REQUIREMENTS OF THE AMERICAN WELDING SOCIETY.
- ALL STRUCTURAL STEEL SHALL BE GALVANIZED IN CONFORMANCE WITH ASTM A 123. POSTS SHALL NOT BE PUNCHED, DRILLED, CUT, OR WELDED AFTER GALVANIZING.
- WHEN THE SOIL PLATE WELDED OPTION IS SELECTED, SOIL PLATE CONNECTION BOLT HOLES ARE NOT REQUIRED.
- OUTSIDE NUT SHALL BE TORQUED AGAINST INSIDE NUT WITH THE CABLE INSTALLED TAUT BETWEEN THE ANCHOR PLATE AND FIRST POST.
- ALL CURVED GUARDRAIL SHALL BE SHOP BENT.
- SEE SHEET 5 FOR ANCHOR PLATE AND OTHER DETAILS.
- THE STEEL TUBE MAY BE DRIVEN WITH WOOD POST INSERTED IF NO DAMAGE OCCURS TO THE POST OR BOLTS.



INTERSECTING ROADWAYS TRANSITION - TYPE 3J TRANSITION

Computer File Information

Creation Date: 07/31/19
 Designer Initials: JBK
 Last Modification Date: 03/05/20
 Detailer Initials: LTA
 CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English

Sheet Revisions

Date:	Comments
(R-X)	
(R-X)	
(R-X)	
(R-X)	

Colorado Department of Transportation

2829 West Howard Place
 CDDT HQ, 3rd Floor
 Denver, CO 80204
 Phone: 303-757-9021 FAX: 303-757-9868

Project Development Branch

JBK

MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

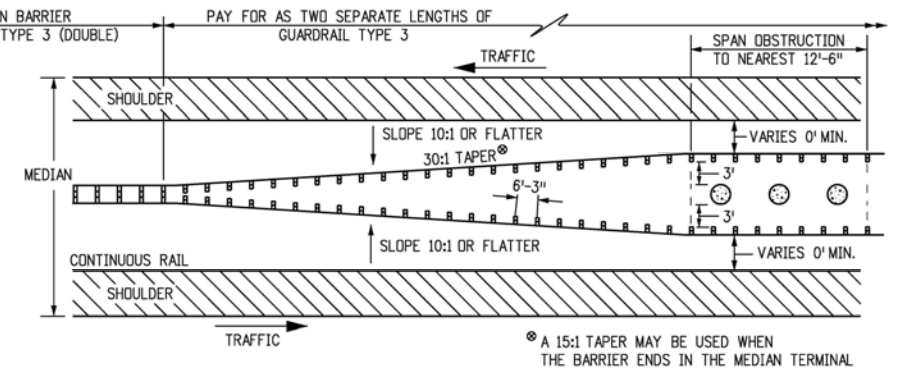
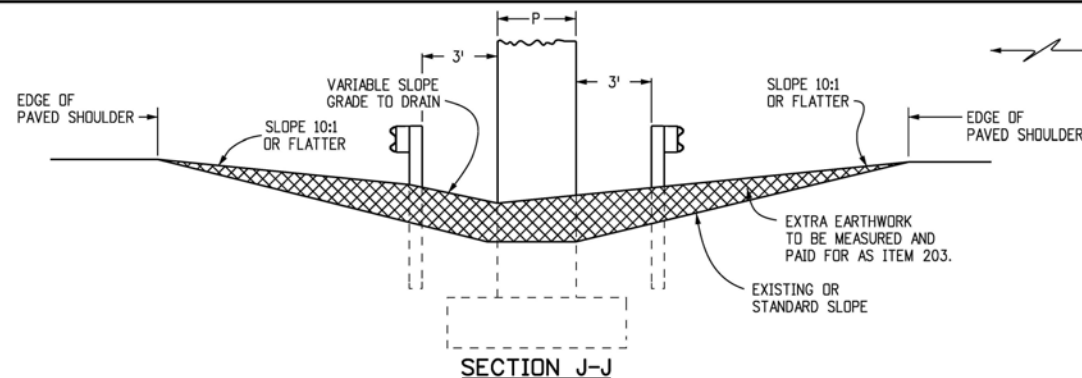
Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.

M-606-1

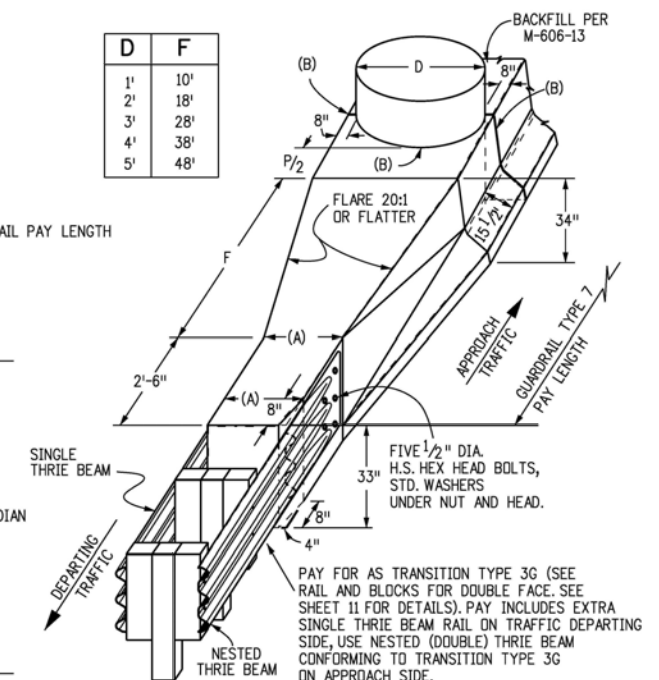
Standard Sheet No. 12 of 19

Project Sheet Number:



OBSTRUCTION IN MEDIAN 30 FT. WIDE OR LESS

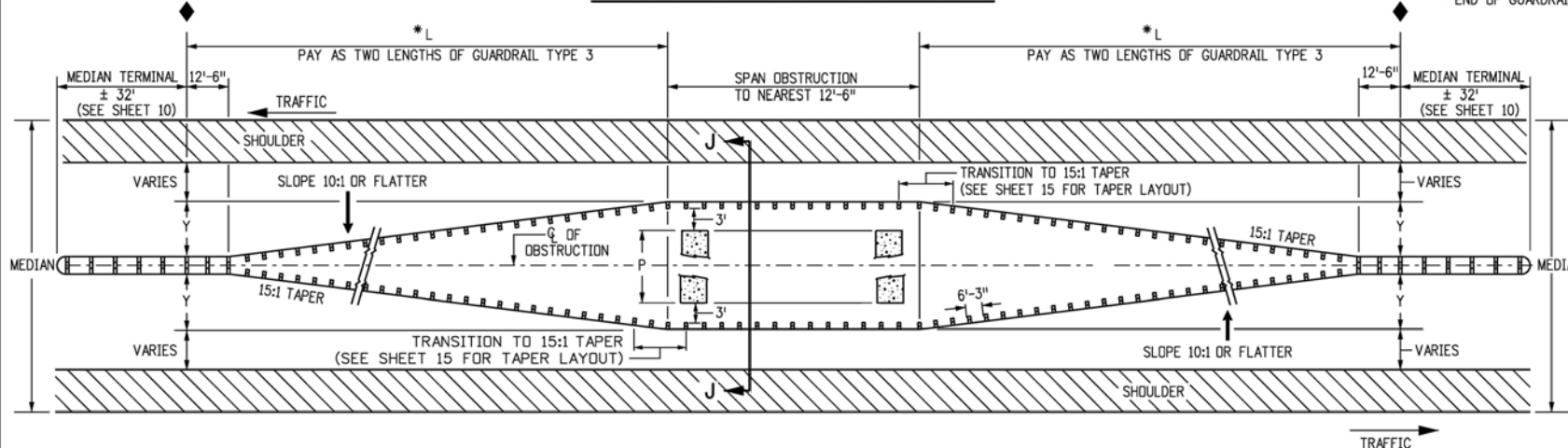
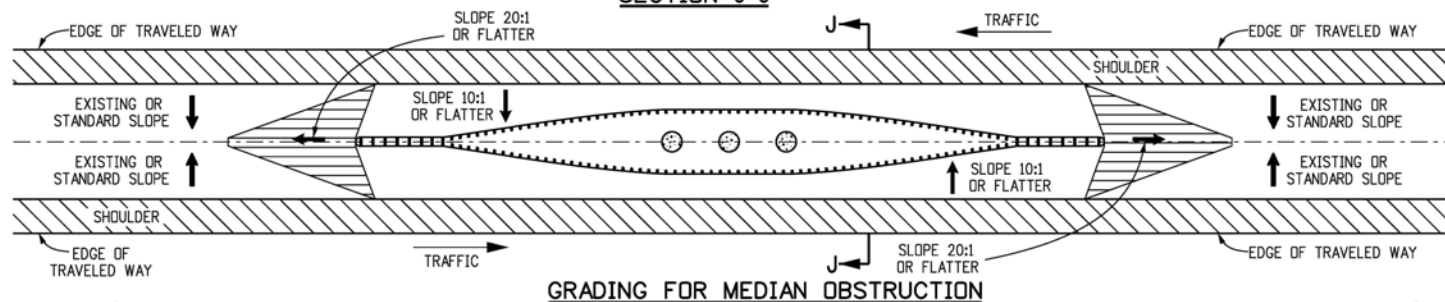
D	F
1'	10'
2'	18'
3'	28'
4'	38'
5'	48'



- (A). TIMBER POSTS 2 FT., STEEL POSTS 1 FT.-9/2 IN.
(B). 1/2 IN. PREFORMED JOINT MATERIAL.

NARROW MEDIAN DETAIL

USUALLY LESS THAN 30 FT. WIDE MEDIAN WITH ALL PAVED SURFACE



P	1'	2'	3'	4'	5'	6'	7'	8'	9'	10'	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'
Y	4'-1"	4'-7"	5'-1"	5'-7"	6'-1"	6'-7"	7'-1"	7'-7"	8'-1"	8'-7"	9'-1"	9'-7"	10'-1"	10'-7"	11'-1"	11'-7"	12'-1"	12'-7"	13'-1"	13'-7"
L	75'	87'-6"	100'	112'-6"	125'	137'-6"	150'	162'-6"	175'	187'-6"	200'	212'-6"	225'							

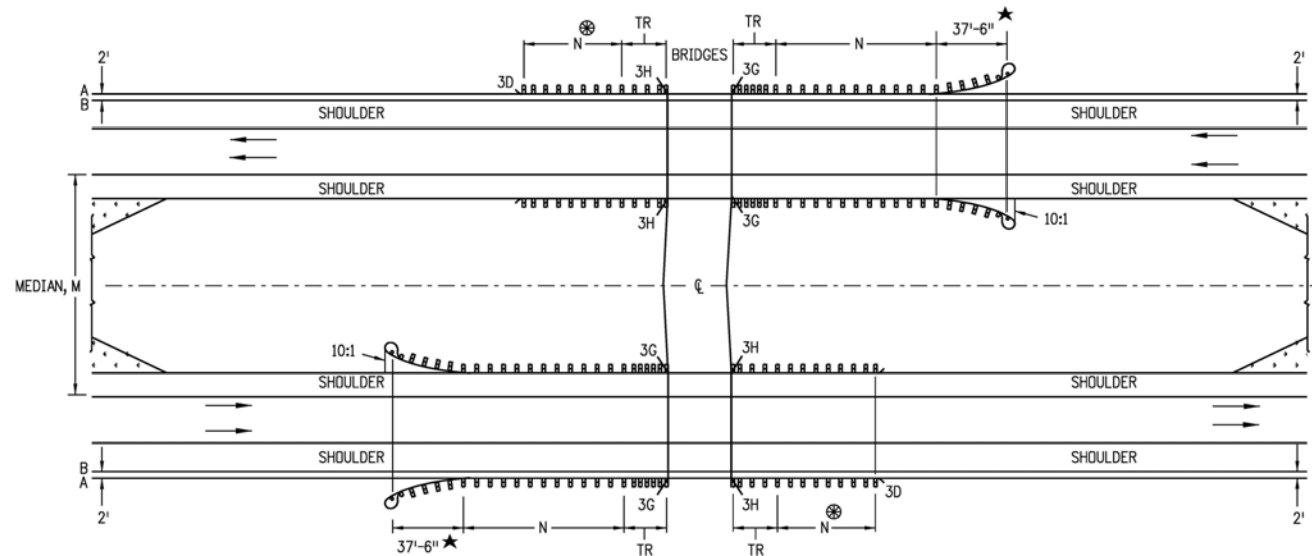
GUARDRAIL FOR OBSTRUCTION IN MEDIANS WIDER THAN 30 FT.

NOTE: FOR OBSTRUCTIONS (P) THAT ARE WIDER THAN 20 FT. IN MEDIANS USE SHEET 16.

* L IS MEASURED ALONG FACE OF GUARDRAIL

OBSTRUCTIONS IN MEDIANS

Computer File Information		Sheet Revisions		Colorado Department of Transportation		MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES		STANDARD PLAN NO.	
Creation Date: 07/31/19		Date:	Comments	2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868	Project Development Branch	JBK Issued by the Project Development Branch: July 31, 2019	M-606-1 Standard Sheet No. 13 of 19	Project Sheet Number:	
Designer Initials: JBK	(R-X)								
Last Modification Date: 03/05/20	(R-X)								
Detailer Initials: LTA	(R-X)								
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)								



MULTILANE DIVIDED HIGHWAYS FOR STEEP EMBANKMENTS IN MEDIAN

NOTES

1. MEDIAN BARRIERS TANGENT TO THE ROADWAY MAY BE USED WHERE THE SHOULDER SLOPES IN THE MEDIAN ARE STEEP.
2. BARRIER LENGTHS SHALL BE INCREASED TO ACCOUNT FOR STEEP EMBANKMENTS OR OTHER HAZARDS WITHIN CLOSE PROXIMITY OF BRIDGES.

⊗ - DO NOT CONSTRUCT THE TR AND GUARDRAIL ON THE TRAILING BRIDGE ENDS IF SITE CONDITIONS DO NOT WARRANT THE USE OF GUARDRAIL.

N - SHOWN ON PLANS. LENGTH TO SHIELD ALL HAZARDS IS BASED ON GUARDRAIL'S LENGTH OF NEED COMPUTATION. SEE AASHTO ROADWAY DESIGN GUIDE. THE MINIMUM SHALL BE 12 FT. - 6 IN., WHERE SITE CONDITIONS ALLOW. THE TOTAL LENGTH OF NEED WILL INCLUDE THE LENGTH OF TRANSITION, THE LENGTH OF RAIL (N), AND ANY REDIRECTIVE LENGTH IN THE RAIL END TREATMENT.

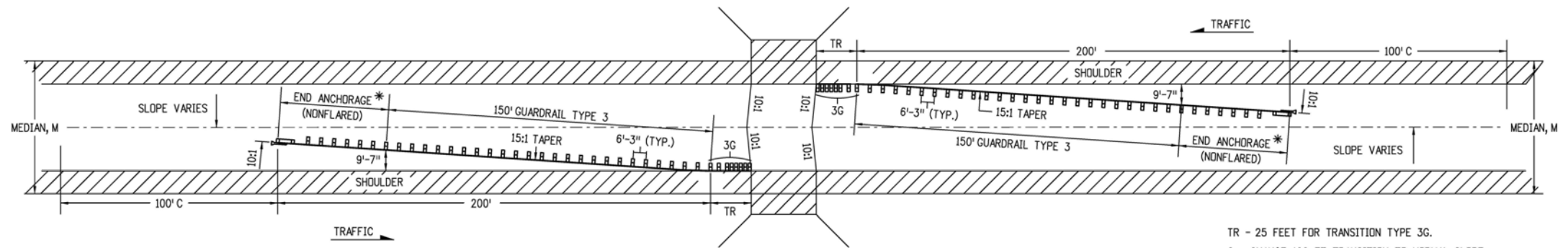
TR - 25 FEET FOR TRANSITION TYPES 3G AND 3H.

A - EDGE OF 8 FT. OR 10 FT. SHOULDER.

B - EDGE OF 6 FT. OR LESS SHOULDER.

★ - END ANCHORAGE CAN BE FLARED OR NONFLARED.

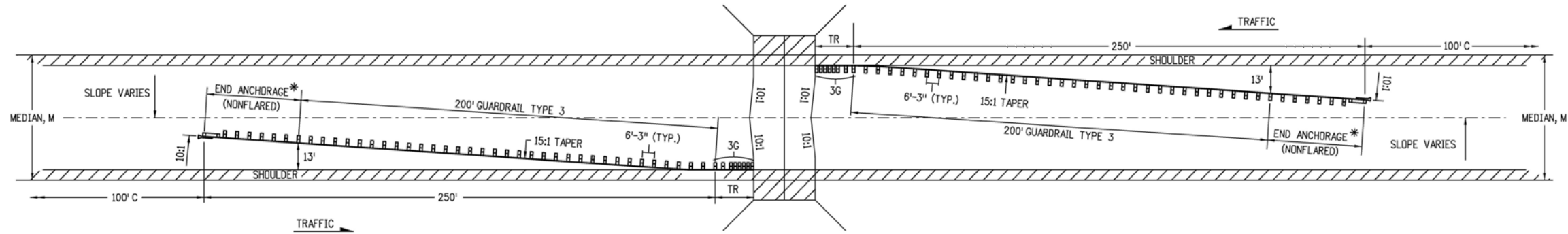
Computer File Information		Sheet Revisions		 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES	STANDARD PLAN NO.
Creation Date: 07/31/19		Date:	Comments			M-606-1
Designer Initials: JBK	(R-X)			JBK	Issued by the Project Development Branch: July 31, 2019	Standard Sheet No. 14 of 19
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)					Project Sheet Number:



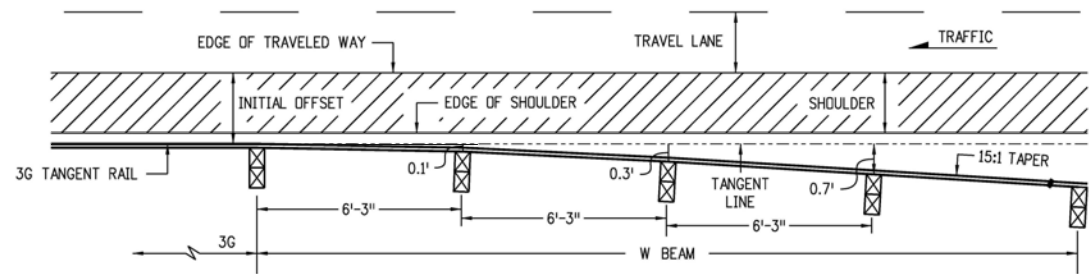
MEDIANS 60 FT. AND OVER WITH 10 FT. OR WIDER SHOULDERS.

* END ANCHORAGE LENGTH AND FLARE RATES VARY BY DEVICE.
SEE MANUFACTURER/SUPPLIER FOR INSTALLATION REQUIREMENTS.

TR - 25 FEET FOR TRANSITION TYPE 3G.
C - CHANGE: 100 FT. TRANSITION TO NORMAL SLOPE.
M - WIDTH OF MEDIAN.



MEDIANS 60 FT. AND OVER WITH 4 TO 8 FT. SHOULDERS.



TRANSITION TO TYPICAL 15:1 TAPER

NOTES

1. GUARDRAIL TRANSITIONS FROM PARALLEL TO ROADWAY SHOULDER AT 3G SEGMENT TO 15:1 TAPER WITHIN 25 FEET BASED ON POST OFFSET DIMENSIONS SHOWN.
2. SEE SHEET 14 FOR THE RIGHT SHOULDER GUARDRAIL LAYOUT.

MULTILANE DIVIDED HIGHWAYS - (DEPRESSED MEDIANS, 60 FT. AND OVER WITH OPEN HAZARDS OR OBSTRUCTIONS)

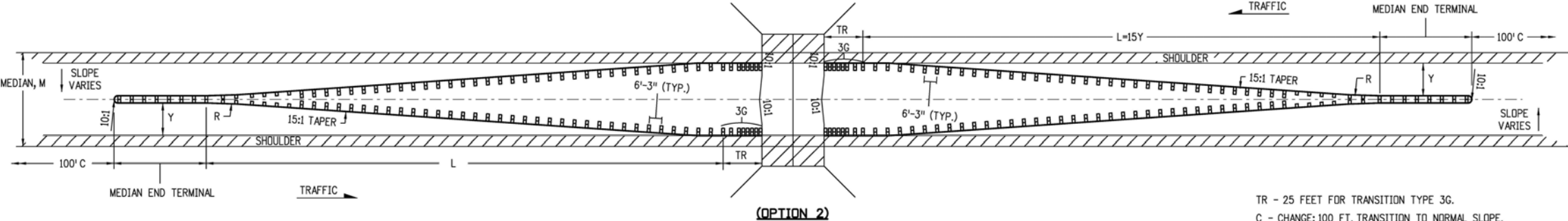
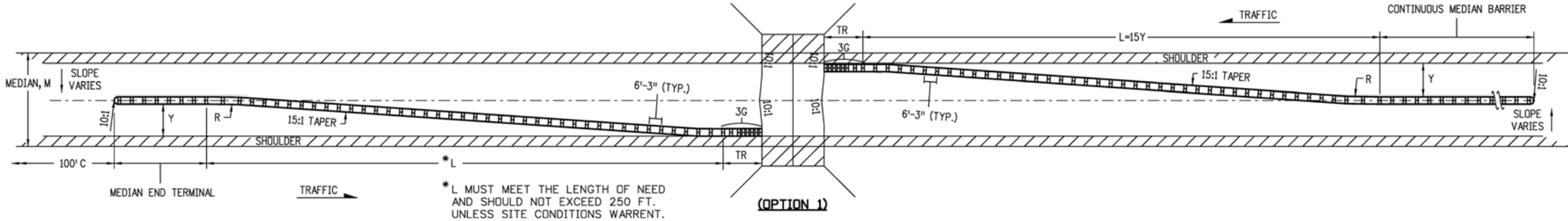
Computer File Information		Sheet Revisions		Colorado Department of Transportation  2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	MIDWEST		STANDARD PLAN NO.	
Creation Date: 07/31/19		Date:	Comments		GUARDRAIL SYSTEM (MGS)		M-606-1	
Designer Initials: JBK	(R-X)				TYPE 3 W-BEAM 31 INCHES		Standard Sheet No. 15 of 19	
Last Modification Date: 03/05/20	(R-X)				Issued by the Project Development Branch: July 31, 2019		Project Sheet Number:	
Detailer Initials: LTA	(R-X)							
CAD Ver.: MicroStation V8		Scale: Not to Scale	Units: English					

NOTES

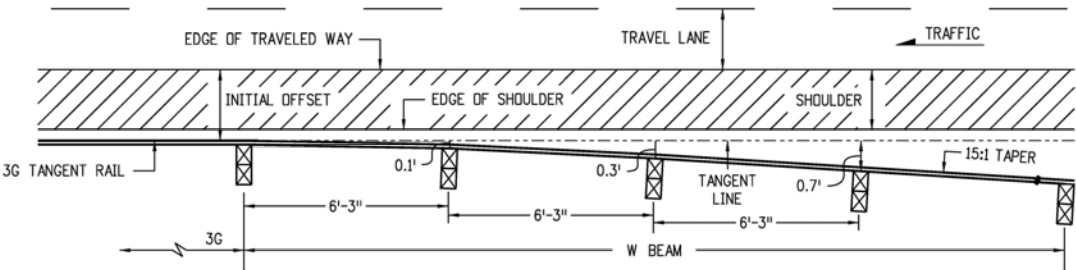
1. GUARDRAIL TRANSITIONS FROM PARALLEL TO ROADWAY SHOULDER AT 3G SEGMENT TO 15:1 TAPER WITHIN 25 FEET BASED ON POST OFFSET DIMENSIONS SHOWN.

2. THE OPTION 1 LAYOUT SHALL BE USED WHEN "Y" EXCEEDS 16 FEET OR WHEN MEDIAN BARRIER IS CONTINUOUS.
3. THE OPTION 2 LAYOUT SHALL BE USED WHEN "Y" IS 16 FEET OR LESS.

4. SEE SHEET 14 FOR RIGHT SHOULDER GUARDRAIL LAYOUT.



TR - 25 FEET FOR TRANSITION TYPE 3G.
C - CHANGE: 100 FT. TRANSITION TO NORMAL SLOPE.
M - WIDTH OF MEDIAN.
L - TOTAL LENGTH PAID AS GUARDRAIL TYPE 3.
Y - FINAL OFFSET AT END.



TRANSITION TO TYPICAL 15:1 TAPER

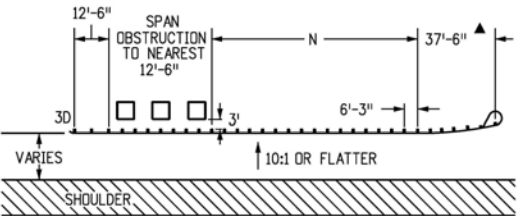
MULTILANE DIVIDED HIGHWAYS - (DEPRESSED MEDIANS, 21 - 59 FT. WITH OPEN HAZARDS OR OBSTRUCTIONS)

Computer File Information		Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES Issued by the Project Development Branch: July 31, 2019	STANDARD PLAN NO.	
Creation Date: 07/31/19		Date:	Comments			M-606-1	
Designer Initials: JBK	(R-X)					Standard Sheet No. 16 of 19	
Last Modification Date: 03/05/20	(R-X)					Project Sheet Number:	
Detailer Initials: LTA	(R-X)						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)						

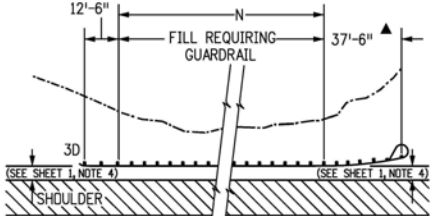
NOTES

- 1. A TYPE 3G OR 3H TRANSITION (SEE SHEET 11) SHALL BE USED TO CONNECT THE TYPE 3 W-BEAM TO A TYPE 9 CONCRETE BARRIER (SEE M-606-15) OR TO A TYPE 8 OR 10 BRIDGE RAIL.
- 2. "TR" SHALL BE 25 FEET FOR THE TRANSITION TYPES 3G AND 3H.
- 3. THE GUARDRAIL LENGTH DIMENSION "N" IS THE LENGTH AS DETERMINED BY THE LENGTH OF NEED COMPUTATION AND IS SHOWN ON THE PLANS. THE MINIMUM IS 12 FT.-6 IN. WHERE SITE CONDITIONS ALLOW, THE OVERALL REQUIRED LENGTH OF NEED CAN INCLUDE THE LENGTH OF TRANSITION, THE LENGTH OF RAIL (N), AND ANY REDIRECTIVE LENGTH IN THE RAIL END TREATMENT. A TRAVERSABLE SLOPE SHALL BE PROVIDED BEHIND THE TERMINAL TO DIMENSION "N" PRIOR TO THE OBSTRUCTION UNLESS OTHERWISE APPROVED BY THE ENGINEER.

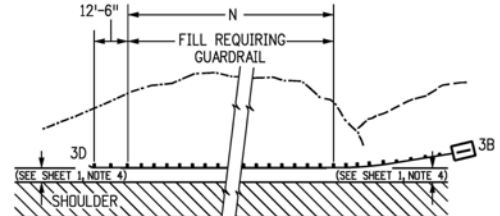
▲ END ANCHORAGE CAN BE FLARED OR NONFLARED



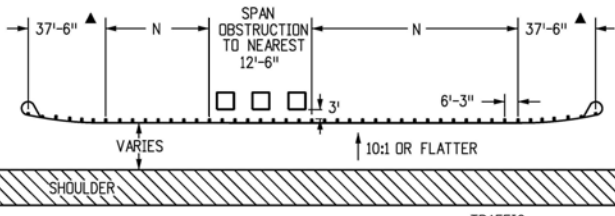
ONE-WAY



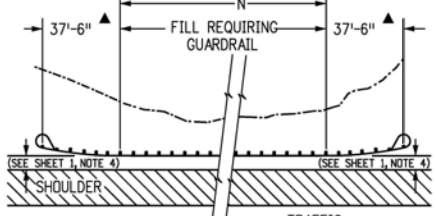
ONE-WAY



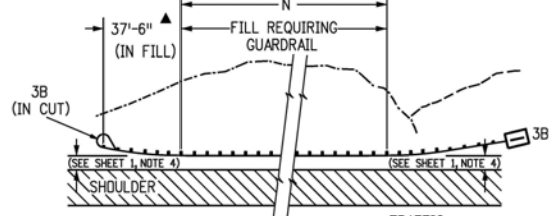
ONE-WAY



TWO-WAY



TWO-WAY

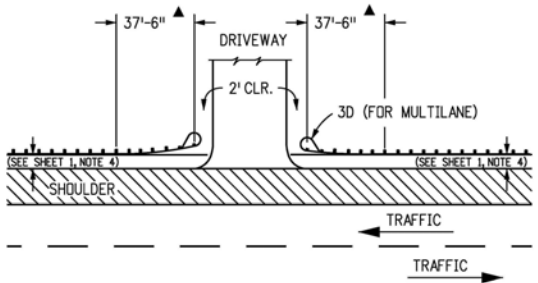


TWO-WAY

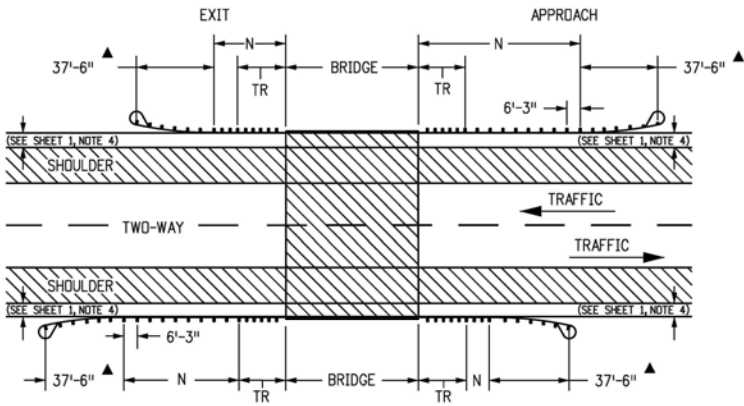
GUARDRAIL FOR ROADSIDE OBSTRUCTIONS

GUARDRAIL FOR ROADSIDE FILL CONSTRUCTION

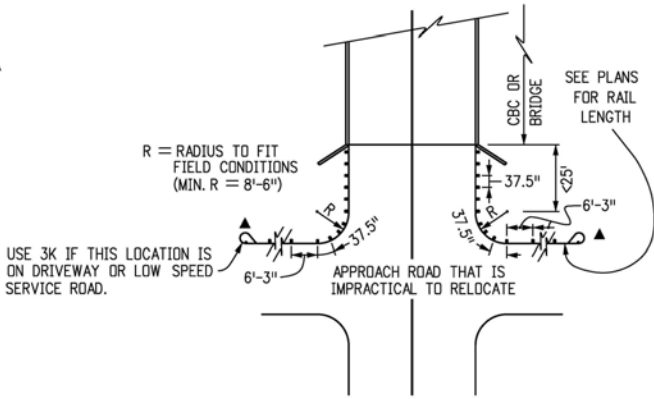
GUARDRAIL FOR ROADSIDE CUT-TO-FILL CONDITION



LAYOUT FOR DRIVEWAY APPROACH



2-WAY NORMAL BRIDGE APPLICATION



GUARDRAIL TYPE 3 WITH BLOCKED OUT POSTS SPACED AT 3'-1/2" FROM STRUCTURE AROUND CURVE.

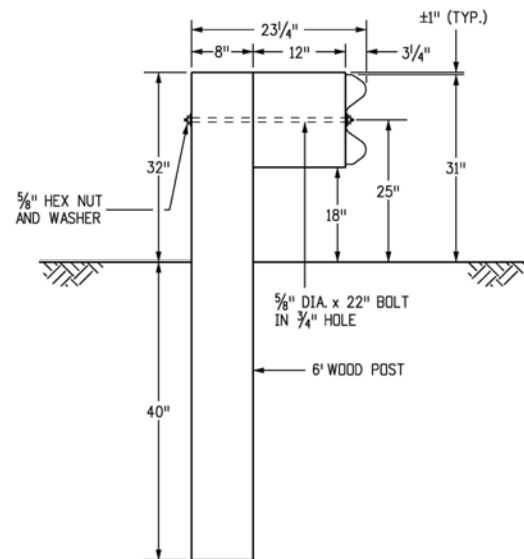
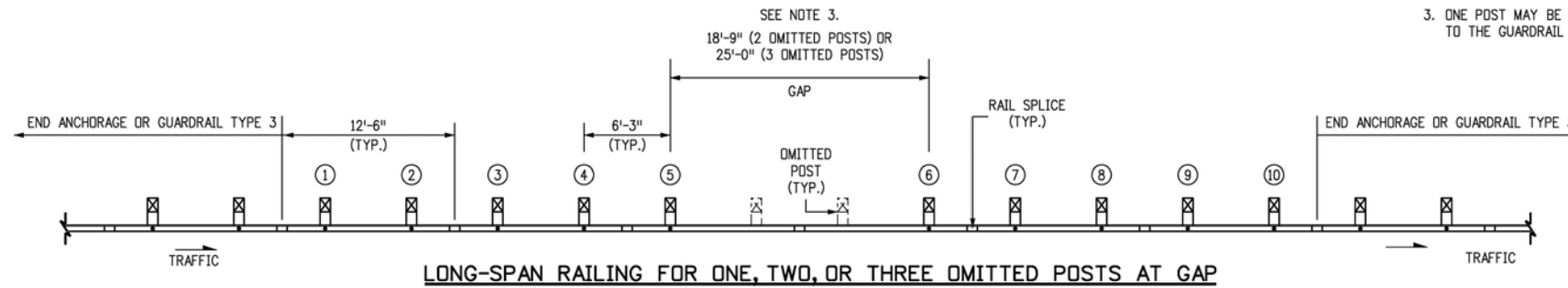
INTERRUPTED STRUCTURE APPROACH

(USE TYPE 3J ON SHEET 12 WHEN PRACTICAL)

Computer File Information		Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES Issued by the Project Development Branch: July 31, 2019	STANDARD PLAN NO.	
Creation Date: 07/31/19		Date:	Comments			M-606-1	
Designer Initials: JBK	(R-X)					Standard Sheet No. 17 of 19	
Last Modification Date: 03/05/20	(R-X)					Project Sheet Number:	
Detailer Initials: LTA	(R-X)						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)						

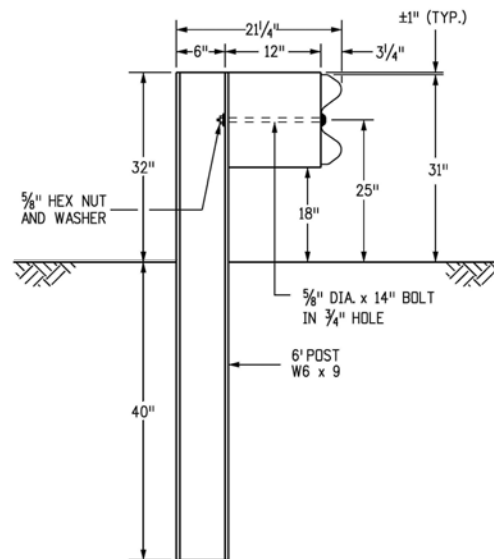
NOTES

- POSTS ①, ②, ⑨, and ⑩ MAY BE TIMBER OR STEEL.
- THE NUMBER OF OMITTED POSTS IS DEPENDENT ON THE LENGTH OF THE GAP.
- ONE POST MAY BE OMITTED WITHOUT ANY MODIFICATION TO THE GUARDRAIL RUN.



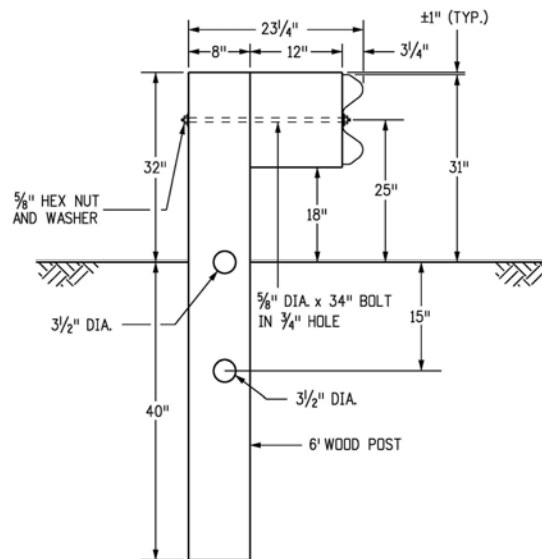
TIMBER POST

POSTS ①-② AND ⑨-⑩
(SEE NOTE 1)



STEEL POST

POSTS ①-② AND ⑨-⑩
(SEE NOTE 1)



BREAKWAY TIMBER POST

POSTS ③ - ⑧

Computer File Information

Creation Date: 07/31/19
Designer Initials: JBK
Last Modification Date: 03/05/20
Detailer Initials: LTA
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English

Sheet Revisions

Date:	Comments
(R-X)	
(R-X)	
(R-X)	
(R-X)	

Colorado Department of Transportation
2829 West Howard Place
CDOT HQ, 3rd Floor
Denver, CO 80204
Phone: 303-757-9021 FAX: 303-757-9868
Project Development Branch JBK

MIDWEST
GUARDRAIL SYSTEM (MGS)
TYPE 3 W-BEAM 31 INCHES

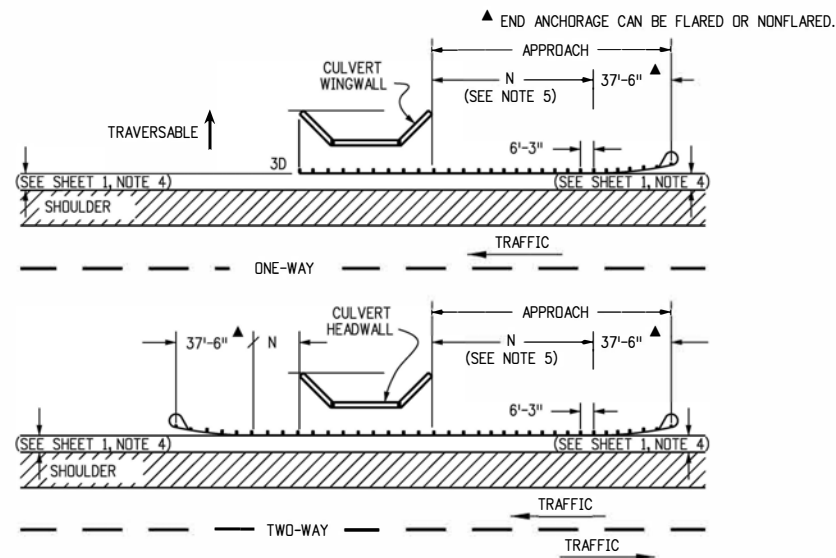
Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.

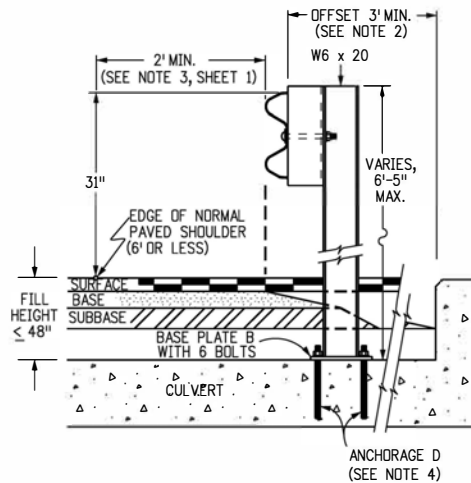
M-606-1

Standard Sheet No. 18 of 19

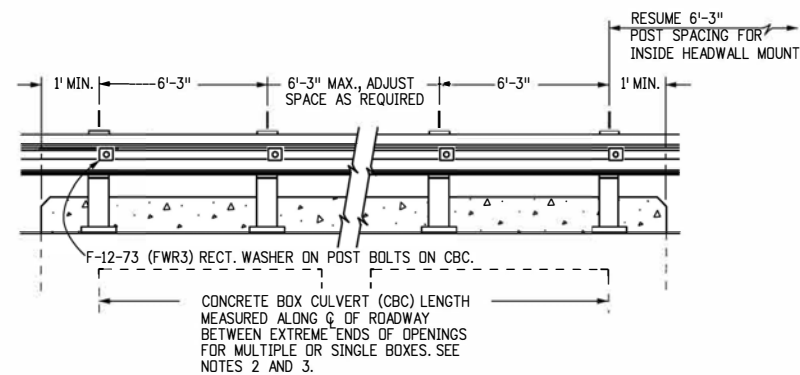
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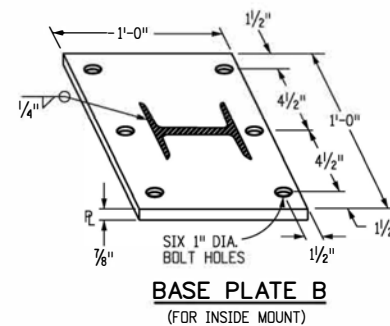
GUARDRAIL FOR CULVERTS



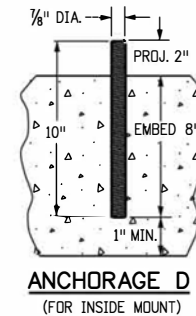
INSIDE MOUNT ON CBC



RAIL PLACEMENT FOR INSIDE MOUNT



**BASE PLATE B
(FOR INSIDE MOUNT)**



**ANCHORAGE D
(FOR INSIDE MOUNT)**

NOTES

1. LOCATION AND LENGTH OF MEDIAN GUARDRAIL APPROACHES TO CULVERTS WITH FULL HEADWALL AND WINGWALLS SHALL BE AS SHOWN FOR BRIDGES ON SHEET 15. THE GUARDRAIL TYPE 3 SHALL CONTINUE ACROSS THE CULVERT AS SHOWN ON THIS SHEET.
2. RIGHT SHOULDER BOX CULVERT TREATMENT IS SHOWN ON THIS SHEET FOR CULVERTS 20 FT. OR LESS IN LENGTH.
3. CONSTRUCTION AND PAYMENT FOR FILL HEIGHTS SHALL BE INCLUDED IN THE COST OF THE GUARDRAIL TYPE 3.
4. ANCHORAGE D: SIX BOLTS FOR BASE PLATE "B" WITH INSIDE MOUNT. THE BOLTS SHALL BE 7/8 IN. DIA X 10 IN. HIGH STRENGTH RODS THREADED FULL LENGTH AND ALL GALVANIZED. RODS SHALL BE CAST-IN-PLACE FOR NEW STRUCTURES. FOR EXISTING STRUCTURES, THE RODS SHALL BE INSTALLED IN 1-1/4 IN. DIA HOLES WITH NON-SHRINK GROUT OR EPOXY CONFORMING TO ASTM C 881. IF THE THICKNESS OF A CULVERT'S TOP PANEL REQUIRES BOLTS TO BE LESS THAN 10 IN. HIGH, THE BOLTS SHALL BE APPROVED BY THE ENGINEER.
5. THE GUARDRAIL LENGTH DIMENSION "N" IS THE LENGTH AS DETERMINED BY THE LENGTH OF NEED COMPUTATION AND IS SHOWN ON THE PLANS. THE MINIMUM IS 12 FT.-6 IN. WHERE SITE CONDITIONS ALLOW. THE OVERALL REQUIRED LENGTH OF NEED CAN INCLUDE THE LENGTH OF TRANSITION, THE LENGTH OF RAIL (N), AND ANY REDIRECTIVE LENGTH IN THE RAIL END TREATMENT.
6. ALL POSTS, BASE PLATES, AND ANCHOR BOLTS SHALL BE FABRICATED FROM ASTM A 36 STEEL. THE ABOVE MATERIAL, W-BEAM, AND ALL ANCHOR BOLTS AND MISCELLANEOUS BOLTS, NUTS, AND WASHERS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH SECTION 509. CONCRETE, REINFORCING STEEL, AND STRUCTURAL STEEL ELEMENTS SHALL BE IN ACCORDANCE WITH SECTIONS 601, 602, AND 509, RESPECTIVELY.
7. POST ANCHORS, ENCASED IN CONCRETE, SHALL BE ASTM A 36 STEEL, AND NEED NOT BE GALVANIZED.
8. PRIOR TO INSTALLATION OF GUARDRAIL ON CULVERTS, THREE SETS OF WORKING DRAWINGS WHICH COMPLY WITH THE REQUIREMENTS OF SECTION 105 SHALL BE SUBMITTED TO THE ENGINEER FOR INFORMATION ONLY.

Computer File Information		Sheet Revisions		Colorado Department of Transportation	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES	STANDARD PLAN NO. M-606-1 Standard Sheet No. 19 of 19
Creation Date: 07/31/19		Date:	Comments			
Designer Initials: JBK	(R-X)			 2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868	Issued by the Project Development Branch: July 31, 2019	Project Sheet Number:
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)					
				Project Development Branch	JBK	

APPENDIX J

DEVELOPMENT IMPROVEMENTS AGREEMENT

This Development Improvements Agreement is entered into this _____ day of _____, 20____ between the Board of County Commissioners of Gunnison County, Colorado (herein the “County”), and (herein the “Permittee”) as follows:

1. PURPOSE. The Permittee has submitted to the County the Permittee’s application for a permit pursuant to the Gunnison County Standards and Specifications regarding _____ (herein the “Project”). The legal description of the Project is attached hereto and incorporated herein as Exhibit “A”. As valuable and sufficient consideration for this Agreement, the County and the Permittee agree that approval of such application by the County is expressly conditioned on completion of the improvements described in paragraph 7, below (herein the “Improvements”) to the specifications described herein and by the times specified herein. The County and the Permittee further agree that such Improvements are appropriate and necessary requirements to be required by the County, and to be performed by the Permittee and which Permittee shall perform. The County and Permittee further agree that an agreement guaranteeing the Permittee’s performance secured by suitable security to protect the interests of the County, and the public in the amount set forth herein is an appropriate condition to the County’s approval of such permit. The parties have entered into this agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Permittee is an independent contractor and is not an agent of the County.
2. DEVELOPER BOUND. The Permittee agrees to accept and be bound by the terms and conditions of the County’s issuance of its approval of the Permit and the terms and conditions of this agreement. Permittee accepts the County’s review and permitting authority; process and performance of same in connection with the permit as legal and valid and waives any defect therein.
3. CONSTRUCTION.
 - A. The Permittee agrees to complete construction of the Improvements within the Project in the locations set forth on the plans attached hereto as Exhibit ___, and in accordance with the specifications thereof by not later than _____, 20____, acts of God and any cause beyond the reasonable control of the Permittee excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or donations arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or material men, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.
 - B. The completion deadline set forth in this paragraph 3 may be extended by the County in its sole discretion upon written request of Permittee if the County determines that: (1) such extension of time will not operate to the detriment of the County, the public or the owners of property within the Project; and (2) the County’s security is adequate to ensure full performance by Permittee by the extended completion date; and (3) that such an extension would not be in conflict with the conditions of the approved Permit. The County may require Permittee to provide, at Permittee’s cost, supplemental estimates by Permittee’s engineer of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any

extended completion date granted by the County hereunder may be further extended in like manner.

- C. Each contract entered into by Permittee for construction of the Improvements shall provide that the County is a third party beneficiary with all rights to enforce such contracts in place of Permittee in the event of a default by Permittee. Permittee shall provide to County a copy of each such contract upon its execution.

4. ESTIMATED COST. The total cost of the improvements to be constructed by the Permittee as provided by a third-party contractor bid that includes the full scope of work as presented in Exhibit A is estimated currently to be \$_____ (including a 10% contingency amount).
5. SECURITY. In order to secure of obligations of the Permittee herein, the Permittee and the County agree that the Permittee shall, at Permittee's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to the County a bond, and/or irrevocable letter of credit or other performance guarantee in a form and content satisfactory to the County to the benefit of the county in an amount of which is 125 percent of the currently estimated cost of the improvements, (including a 10% contingency amount).

If the contract(s) provided to the County pursuant to paragraph 3C indicate a substantially different total cost than estimated in paragraph 4, the amount of security may be increased or decrease. For the purposes of this paragraph 5, substantial is defined as 10 percent or more.

Pending full performance of all of the terms and conditions hereof by the Permittee, the County shall retain said security and shall remain the beneficiary of such security. In the event of any uncured default hereunder the County in its sole discretion, and without any other authority required, may draw upon said security up to the full amount of \$____ upon presentation by the County to the ____ of a written statement by the County that such uncured default exists.

Upon timely performance of all terms and conditions hereof, said security shall be tendered by the County to the Permittee.

6. CERTIFICATION.

- A. Not later than _____, 20__, a registered Colorado engineer retained by the Permittee at it s expense shall certify to the County whether the Permittee's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt of such certification and a complete copy of as built specifications and drawings, the County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of the County. Permittee agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Permittee's engineer and the County's representative have had reasonable opportunity to inspect such Improvements.
- B. Not later than _____, 20__, Permittee shall provide to the County Attorney a sworn affidavit, signed by the Permittee's authorized representative, that the Improvements completed have been paid for, in full, by the Permittee. The Permittee shall be responsible for the information so provided. Said written certification will be reviewed by the County, but the County shall have no responsibility or liability to any part regarding the veracity of the information so provided.

7. SCOPE OF WORK.

- A. The scope of work to be done by the Permittee shall include, but not be limited to: Exhibit A (Attach applicable details)
- B. The conditions of this agreement and the permit are such that if the obligations hereunder of the Permittee are well, truly, faithfully and timely performed by Permittee, inspected and certified to by the Permittee's engineer, and such performance is accepted by the County in the County's sole discretion, the Permittee's obligations to the County under this agreement except as set forth in 7C below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.
- C. For a period of one year from and after the acceptance of all of the work described in paragraph 7A, above, Permittee shall, at its own expense, make all needed repairs and replacements to such work as shall, in the County's reasonable opinion, become necessary. The County shall have the right to retain up to \$_____ of the security for up to one year following the acceptance of all of the work described in paragraph 7A. above, as security to ensure such repair and replacement.

8. PARTIAL RELEASE OF SECURITY.

- A. The County recognizes that as work proceeds upon the Improvements, the County's need for security shall be reduced. Accordingly, the County agrees to consider a partial release of the security to be delivered to the Permittee pursuant to paragraph 5 hereof upon receipt of a written certification by Permittee's engineer stating the estimated percentage of remaining work to reach completion, in which event the County may retain security equal to 125 percent of such estimated percent of remaining work to reach completion and shall release the balance of security held by the County.
- B. Upon Permittee's entering into a contract or contracts for construction of improvements hereunder, Permittee and County may negotiate an addendum to this Agreement setting forth such reasonable schedule for partial releases of the security in accordance with the anticipated construction schedule. In such circumstance, the County shall designate and authorize the County Manager, Director of Public Works or County Attorney to make the partial release(s) hereunder after consultation with appropriate County staff.

9. PERMITTEES' DEFAULT. In the event of any default hereunder by the Permittee, the County shall give notice to the Permittee specifying the nature of such default, which notice shall be given by facsimile transmission or by certified mail with return receipt requested addressed to the Permittee at _____. In the event the Permittee does not remedy such default to the satisfaction of the County within 14 days following such notice, the County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

- 9.1 To specifically enforce the terms and conditions of this agreement;
- 9.2 To draw upon or otherwise obtain the benefit of the security;
- 9.3 To exercise any other rights and obtain any other remedies provided by law;
- 9.4 To obtain from the Permittee either an extension of the County's security hereunder to guarantee the completion of the improvements only on the conditions (1) that suitable additional security is provided the County to guarantee the construction of said Improvements within the new time period determined by the County, and (2) that the County determines that it would not be detrimental to the interest of the County, the public

or the owners

of property within the Project to allow such extension (3) that the County determines that it would not be in conflict with the conditions of the approved Permit.

10. RECORDING OF AGREEMENT. Upon its execution, this Agreement shall be recorded by the Permittee and shall be a covenant running with the property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
11. RETENTION OF POLICE POWERS. The County retains the power and right to impose additional requirements upon Permittee with regard to the Project if the failure to do so would place the public or owners of property within the Project in a perilous condition, or in the event of substantially changed conditions; that is, nothing in this Agreement is or shall be construed to be a bargaining away of the County's police power.
12. TRANSFER OR ASSIGNMENT. No transfer or assignment of any of the rights or obligations of the Permittee under this Agreement shall be permitted without prior written approval of the County which approval shall not unreasonably be withheld.
13. TITLE AND AUTHORITY. The Permittee expressly warrants and represent to the county that it is the record owner of the real property constituting the Project, and further represents and warrants, together with the undersigned individual, that the undersigned individual has full power and authority to enter into Agreement. The Permittee and the undersigned individual understand that the County is relying on such representations and warranties in entering in to this Agreement.
14. LITIGATION. Nothing contained herein shall prevent either party from obtaining a judicial determination of the violation of its rights hereunder; provided however, that written notice to the other party advising the other party of the alleged violation, and advising that in the event the matter is not resolved by the parties within 14 days thereafter, shall be a condition precedent to the commencement of any litigation.
15. TIME OF ESSENCE. It is mutually agreed that time of performance is an essential part of this agreement and that all terms, covenants and conditions herein shall extend to and become obligatory upon the successors and assigns of the respective parties hereto.
16. VENUE AND CHOICE OF LAW. This agreement is entered into in Gunnison County, Colorado and it I agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this agreement shall be in the District Court of Gunnison County, Colorado. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.
17. SEVERABILITY. If any term or provision of this agreement shall be invalid or unenforceable, the remainder of this agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of the agreement shall be valid and enforceable to the full extent permitted by law.
18. ATTORNEYS' FEES. If any action is brought in a court of law by either party to this agreement

as to the enforcement, interpretation or construction of this agreement or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all cost incurred in the prosecution or defense of such action.

19. HOLD HARMLESS CLAUSE. The Permittee shall indemnify, defend and hold harmless the County, its officials, employees and agents from and against liability for damages, injury or death which may arise from the direct or indirect operations of the owner, Permittee, contractors or subcontractors, which relate to the Project.
20. ENTIRE AGREEMENT. This agreement contains the entire and only agreement between the parties regarding development improvements, and no oral statements or representations not contained in this agreement shall be of any force and effect between the parties. This agreement shall not be modified or amended in any manner except by written instrument executed by the parties.
21. BINDING AGREEMENT. This agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
22. NOTICE. All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either hand delivered, mailed by registered or certified mail, return receipt requested or by telecopier or telegraphic communication to the required party at the following addresses:

COUNTY: Board of County Commissioners
200 East Virginia
Gunnison, CO 81230

DEVELOPER: (Name, Address, Etc.)

IN WHEREOF the parties have executed this agreement the date first above written.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON COUNTY

Attest: _____ By: _____
County Clerk Chairperson or Designee

DEVELOPER
By:

STATE OF COLORADO)
)

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____. By _____.

My commission expires: _____
 Witness my hand and official seal.

Notary Public Address:

APPENDIX K

DEFINITIONS AND ABBREVIATIONS

The following words, terms and abbreviations shall have the following meanings when used in these Standards and Specifications, unless expressly defined in these standards, the words and phrases used in these Standards shall be the same as the Gunnison County Land Use Resolution:

A. ABBREVIATIONS

1. **AASHTO** means American Association of State Highway and Transportation Officials
2. **CDOT** means Colorado Department of Transportation
3. **FHWA** means Federal Highway Administration
4. **HUTF** means Highway Users Tax Fund
5. **ITE** means Institute of Traffic Engineers

B. DEFINITIONS

ABUT means adjacent or contiguous to, or sharing a common border.

ACCESS means the place, method, or way by which vehicles and pedestrians obtain usable ingress and egress to a property or land use.

1. Residential Access means ingress or egress to no more than two residential units, including any that includes a home occupation, or a multiple-family residence as defined by the Gunnison County Land Use Resolution. Residential access is a private access over 50 inches in width, for the exclusive use of the owners- occupants and their invitees and is not considered a road or highway.
2. Agricultural Access means the access providing ingress and egress exclusively to an agricultural operation and not to any residence(s).
3. Commercial Access means the access providing ingress and egress to any activity defined by the Gunnison County Land Use Resolution as commercial.
4. Industrial Access means the access providing ingress and egress to any activity defined by the Gunnison County Land Use Resolution as industrial.
5. Any other access as determined by the Director of Public Works.

ADJACENT means abutting or contiguous to or sharing a common border.

AGRICULTURAL ROAD means a road that links agricultural areas to highways and other roads, primarily to enable the transportation of inputs to the farm and agricultural produce to the market.

ALTERNATIVE TRANSPORTATION FACILITY means a trail, sidewalk, public bus or van, rail, or other facility that provides an alternative mode of transportation to travel by private automobile.

ARTERIAL ROAD - See Section 3.1

AS-BUILT (OR RECORD) DRAWINGS means a complete and accurate set of construction plans, with all pertinent information superimposed on them to identify the road or related facility as it actually has been constructed.

AVERAGE DAILY TRAFFIC (ADT) is the average number of vehicles that travel through a specific point of a road over a short duration time period (often 7 days or less). It is estimated by dividing the total daily volumes during a specified time period by the number of days in the period.

ANNUAL AVERAGE DAILY TRAFFIC (AADT) means it is the annualized volume of vehicle traffic of a highway or road. AADT estimates, with as little bias as possible, the mean traffic volume across all days for a year for a given location along a roadway. AADT is different from ADT because it represents data for the entire year. Gunnison County accepts the FHWA AADT method for AADT.

AXLE LOAD means the total load transmitted by all wheels on a single axle extending across the full width of the vehicle. Tandem axles forty (40") inches or less apart shall be considered as a single axle.

BASE COURSE means the layers of specified or selected material of designated thickness placed on a subbase or a subgrade to support a surface course.

BRIDGE means a structure including wall or abutments erected over a depression or an obstruction, such as water, highway or railway and having a track or passageway for carrying traffic or other moving loads.

CEMENT TREATED BASE or "Flowable Fill" means a base consisting of a mixture of mineral aggregate (or soil) and Portland cement, mixed and spread on a prepared surface, to support a surface course.

CHANNELIZATION means the separation or regulation of conflicting traffic movements into definite paths of travel by use of pavement markings, raised islands, or other suitable means to facilitate the safe and orderly movement of traffic, both vehicular and pedestrian.

CITY STREET means roads that are within the boundaries of an incorporated municipality that are dedicated to the public.

COLLECTOR ROAD - See Section 3.1

CONSTRUCTION PLANS means a complete and accurate set of detailed plans, including but not

limited to profile, specifications, stationing, details, notes and any other information necessary for complete and timely construction of the road or related facility.

CONTROL OF ACCESS means the condition in which the right of access of owners or occupants of land abutting or adjacent to a roadway is controlled by public authority.

COUNTY PRIMARY ROAD SYSTEM means County roads selected pursuant to CRS §§ 43-2-109 and 110, as amended.

COUNTY ROAD means a public road which the Board has placed on the County Primary Road System pursuant to C.R.S. §§ 43-2-109 and 110, as amended.

COUNTY SECONDARY ROAD SYSTEM means roads not on the County primary road system pursuant to C.R.S. § 43-2-110, as amended.

CROSS SLOPE (ROADWAY) means a geometric feature of pavement surfaces: the transverse slope with respect to the horizon.

CUL-DE-SAC means a local road open at one end only, and with special provisions for turning around.

CURBWALK means monolithic combination of curb and gutter and sidewalk.

CULVERT means a closed conduit, other than a bridge, which conveys water carried by a natural channel or waterway transversely under the roadway.

WORKING DAYS shall be defined by Gunnison County Land Use Resolution section 1-111
COMPUTATION OF TIME.

DELINEATORS means devices used to define the roadbed, and are used as an aid to alert drivers of day and night hazard conditions.

DEPARTMENT means the Gunnison County Public Works Department.

DESIGN LOAD means the loads that must be supported by a structure in terms of live and dead weight loads.

DESIGN PERIOD means geometric design generally based on estimated traffic requirements 20 years after construction.

DESIGN SPEED means a speed determined for design and correlation of the physical features of a road that influence vehicle operation; the maximum safe speed maintainable on a specified section of road when conditions permit design features to govern.

DRIVEWAY see “Access”

ELECTRICAL ASSISTED BICYCLE (e-bike) means a vehicle having two or three wheels, fully

operable pedals, and an electric motor not exceeding seven hundred fifty watts of power. Electrical assisted bicycles are further required to conform to one of three classes as follows:

- (a) "Class 1 electrical assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
- (b) "Class 2 electrical assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
- (c) "Class 3 electrical assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour.

EDLA means single axle Equivalent Daily Load Application. (See "Axle Load".)

ENGINEER means Professional Engineer registered in the State of Colorado.

EROSION means the wearing away of a land surface by detachment and transporting of soil and rock particles by the action of water, wind, or other agents.

FLARED INTERSECTION means an un-channelized intersection, or a divided highway intersection without islands other than medians, where the traveled way of any intersection leg is widened or an auxiliary lane added.

FLEXIBLE PAVEMENT means a pavement structure which maintains intimate contact with and distributes loads to the subgrade and depends upon aggregate interlock, particle friction and cohesion of stability.

GEOMETRIC DESIGN means the arrangement of the visible elements of a road, such as alignment, grades, sight distances, widths, slopes, etc.

GUARDRAIL means a protective device intended to make highways safer by reducing accident severity.

GUNNISON COUNTY ROAD SYSTEM means all roads in the Gunnison County primary or secondary road systems.

HIGHWAY means an open way reserved for the passage, generally, of people, vehicles, animals, and goods, where there is comparatively little access and egress and provides a way between prominent termini, as defined by CRS 43-2-201 .

HORIZONTAL ALIGNMENT means horizontal geometrics for safe and continuous operation at a uniform design speed for substantial lengths of highway and must afford at least the minimum stopping distance for the design speed at all points on the highway.

HVEEM STABILIMETER means a device to measure the lateral pressure transmitted by soil or aggregate being subjected to a vertical load. The pressure obtained is used to compute "R" Value. The

internal resistance of the friction property of a bituminous pavement or a base course. Data obtained is used to compute the relative stability.

INCLUDE means including without limitation.

INSPECTOR means the Director or designee.

INTERSECTION means the area embraced within the prolongation or connection of the lateral curb lines, or if none, then the lateral boundary lines of the roadways of two highways, streets, roads or accesses, or any combination of thereof, which join one another at, or approximately at, right angles, or the area within which vehicles traveling on different highways joining at any other angle may come in conflict.

LANE - See Section 3.1

LIME TREATED BASE means a base consisting of a mixture of soil, hydrated lime and water, usually mixed in place and placed to support a pavement structure, or the components thereof.

LOCAL ROAD- See Section 3.1

LOW WATER CROSSING means a structure used to cross a drainage course that provides only for limited conveyance of run-off under the traveled way with higher flows passing both under and over the traveled way.

MAY means a permissive condition.

MINIMUM COVER means the point of minimum cover shall be the edge of the paved shoulder giving the least cover over the culvert or structure.

MINIMUM TURNING RADIUS means the engineer determined radius of a minimum turning path.

NON-MOTORIZED TRAIL means a dirt, gravel or paved trail suitable for Class 1 or 2 E-bicycle, bicycle, pedestrian or equestrian travel that is physically constrained to 50" or less in width.

PASSING SIGHT DISTANCE means the minimum sight distance on two or three lane highways that must be available to enable the driver of one vehicle to pass another vehicle safely and comfortably without interfering with the speed of an on-coming vehicle traveling at the designed speed should it come into view after the overtaking maneuver is started.

PAVEMENT means that part of a roadway having a constructed surface for the facilitation of vehicular movement.

PAVEMENT STRUCTURE means the combination of subbase, base course and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

PHYSICAL SURVEY means a field survey resulting in a drawing that shows all physical improvements located on the property. This will include topographic information of locations of both human-made and natural features on a parcel of land. These features may include roads, buildings,

ditches, trees, streams and utilities. To perform a physical survey, the surveyor shall visit the property, locate the boundaries, set boundary corner monuments, and verify the accuracy of existing boundary markers.

PLANT MIXED BITUMINOUS BASE means a base consisting of mineral aggregate and bituminous material, mixed in a central plant, laid and compacted while hot, on subbase or a subgrade, to support a surface course.

PORTLAND CEMENT CONCRETE PAVEMENT means a pavement composed of Portland cement concrete on a prepared subgrade or base course in accordance with plans and specifications.

PRIMITIVE ROAD means a road that has all of the following characteristics:

1. The road does not have the physical capacity to allow ready access to emergency services providers (e.g. medical emergency or fire suppression vehicles);
2. No public utility has been extended after May 7, 2002, or is proposed to be extended, to any lot served by the road;
3. Does not currently serve, and is not proposed to serve, average daily traffic more than the minimum threshold for a local intermittent road;
4. Any residential use established after May 7, 2002, shall be limited to seasonal use only by deed restriction or other instrument acceptable to Gunnison County

PRIVATE ROAD means any road that is not a public road.

PRIVATE ROADS UNDER COUNTY JURISDICTION means roads that have been permitted through the County Land Use Process.

PUBLIC ROAD OR HIGHWAY means:

1. All roads over private lands dedicated to the public use by deed to that effect, filed with the office of the Gunnison County Clerk and Recorder when such dedication has been accepted by the Board; and
2. All roads over private or other lands dedicated to public uses by due process of law, and not heretofore vacated by an order of the Board duly entered of record in the proceedings of the Board; and
3. All roads over private lands that have been used adversely without interruption or objection on the part of the owners of such lands for twenty (20) consecutive years; as defined by Colorado law; and
4. All toll roads or portions of them that may be purchased by the Board from the incorporators or charter holders of them, and thrown open to the public; and
5. All roads over the public domain whether agricultural or mineral.

PUBLIC WORKS DIRECTOR, DIRECTOR OF PUBLIC WORKS, OR DIRECTOR means the Assistant County Manager for Public Works or the person functionally responsible for the administrative and managerial duties of the Public Works Department.

R VALUE means the resistance value of the soil while in a state of density and degree of saturation typical of the most adverse conditions to be expected on the road during the service life.

REGIONAL FACTOR means a numerical factor expressed as a summation of the values assigned for precipitation, elevation and drainage. This factor is used to adjust the structural number.

RESIDENTIAL DRIVEWAY - See "Access"

RIGHTS-OF-WAY means a general term denoting lane, property, or interest therein, usually in a strip, acquired for or devoted to transportation purposes.

ROAD is a general term for denoting an open public way, including the entire area within the right-of-way. reserved or ordinarily used for the passage, generally, of people, vehicles, animals and goods and includes trails and non-motorized ways.

ROADSIDE means the area adjoining the edge of the roadway.

ROAD SIGN means a traffic control device mounted on a support above the level of the roadway that conveys a specific message by means of unchanging words or symbols.

ROADWAY means the portion of a highway, including shoulders, for vehicular use.

ROADWAY PRISM means the area of a road bounded by the traveled surface, the shoulders and lines projecting downward and away from the outside edge of the shoulder.

SERVICEABILITY INDEX means a number which is indicative of the pavement's ability to serve traffic at any specific time.

SHALL means a mandatory condition.

SHOULD means a recommended but not mandatory condition.

SHOULDER means the portion of a roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use and for lateral support of base and surface courses.

SIGHT DISTANCE means the distance visible to the driver of a passenger vehicle, measured along normal travel path of a roadway, to the roadway surface or to a specified height above the roadway, when the view is unobstructed by traffic.

SINGLE-UNIT TRUCK means a freight vehicle of two or three axles, a single unarticulated frame, and larger than a pickup.

SLOPE EASEMENT means an easement for cuts or fills.

SPEED STUDY or TRAFFIC STUDY means the collection and assessment of crash data, recent and planned roadway or adjacent land use changes, and even anecdotal information that can be obtained from safety, planning, enforcement, and other stakeholders. The data collected shall be used by a licensed engineer to examine the speeds of free-flowing traffic, roadway geometry, crash characteristics, land use, and access. The study shall comply with the Gunnison County Land Use Resolution standards.

STANDARDS means the Standards identified in this Gunnison County Standards and Specifications, as amended.

STABILIZATION means modification of soils or aggregate by incorporating materials that will increase load bearing capacity, firmness and resistance to weathering or displacement.

STATE HIGHWAY means roads that are within the County that are dedicated to the public, but are maintained by the Colorado Department of Transportation.

STOPPING SIGHT DISTANCE means the distance required by a driver of a vehicle, traveling at a given speed, to bring his vehicle to a stop after an object on the roadway becomes visible. It includes the distance traveled during the perception and reaction times and the vehicle braking distance.

STREET means a linear way for the conveyance of traffic that mostly has an improved surface for use by vehicles (motorized and non-motorized) and pedestrians and is primarily terminating at residences (see access).

STRUCTURE means anything constructed or erected, that requires location on the ground, or is attached to something having location on the ground, including portable shelters for human habitation or use, recreational vehicles and tents, storage, transmission or distribution facilities or public utilities, but not including transmission lines of less than forty-five (45) kilovolt capacity, or fences.

SUBBASE means the layer or layers of specified or selected material of designed thickness placed on a subgrade to support a base course.

SUBGRADE means the top surface of a roadbed upon which the pavement structure and shoulders, including curbs, are constructed.

SUPERELEVATION means the vertical distance between the heights of inner and outer edges of highway pavement used to prevent a vehicle from sliding outward, or to counteract all the centrifugal force of a vehicle traveling at an assumed speed.

SURVEY (BOUNDARY SURVEY) means a drawing of the property that details the location of the lot, property lines, home, Onsite Wastewater Treatment System, and any other structures within its bounds. Also known as land survey plats (LSPs), a boundary survey is used to measure and depict the precise and exact corners and limits of a particular parcel of land. The most common use of these surveys are within real-estate transactions to assess the size and shape of a plot of land before purchase;

to plan the construction of property-defining assets; to make improvements on existing structures; to create easements or encroachments; or to resolve disputes, such as party responsibility for property damage.

SUSTAINED GRADE means a continuous highway grade of appreciable length and consistent or nearly consistent gradient.

TEMPORARY ACCESS OR ROAD means an access or road that is limited in scope, duration, and/or frequency of use to serve only a vacant parcel and which does not require major cut and fill, and is constructed only for the purpose of determining the constructability of the submitted site plan, land use application, or proposed structure.

TERRAIN means the topography of the profile of a highway, road, or street. As used in this manual, the term generally has one of two modifiers; rolling, or mountainous. These two modifiers represent combinations or geometric features in varying degrees which relate primarily to gradients and horizontal and vertical alignment. They reflect the effect on capacity of the operating characteristics of trucks in terms of their passenger cars are equivalent under the different geometric conditions.

TOPOGRAPHY means the configuration of the earth surface including the shape and position of it's natural and man- made features.

TRAFFIC CONTROL DEVICE means any sign, signal, marking or installation placed or erected under public authority, for the purpose of regulating, warning, or guiding.

TRAIL means an open way reserved for the passage and use, generally, of people, mechanized or non-mechanized machines, motorized or non-motorized vehicles, and animals and goods that is physically constrained to fifty inches (50”) or less wide.

TRAVELED WAY means the portion of the roadway for the movement of vehicles, exclusive of Shoulders and auxiliary lanes.

EXHIBIT A

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT SCHEDULE OF FEES

Adopted separately by the Gunnison County Board of Commissioners January 7th, 2025

ALL FEES DUE IMMEDIATELY

Access Permit:

Review of existing access or modified site plan	\$100.00 / occurrence
Driveways up to 150 feet	\$788.00
Driveways from 150 feet up to 600 feet	\$1,062.00
Driveways over 600 feet	\$1,687.00
Final re-inspection fee	\$500.00

Reclamation Permit \$670.00

Reclamation Permit Bonding (Deposit) - Refundable

Initial 10,000 square feet of disturbance	\$1,500.00
Each additional 1,000 square feet	\$200.00

Special Transport Permit (Oversize/Overweight)

Single Trip Permit	\$30.00 - \$125.00 plus \$10 per axle for overweight
Annual Permit	\$250.00 - \$650.00

Revocable Right-of-way Permit \$274.00

Utility Permit \$817.00 + \$2,500.00 security
deposit for first 500 feet + \$5.00 /
linear foot after

Final re-inspection fee \$500.00 / occurrence

Vacation of a Street or Alley \$1,524.00

Waiver of Standards \$300.00 / occurrence

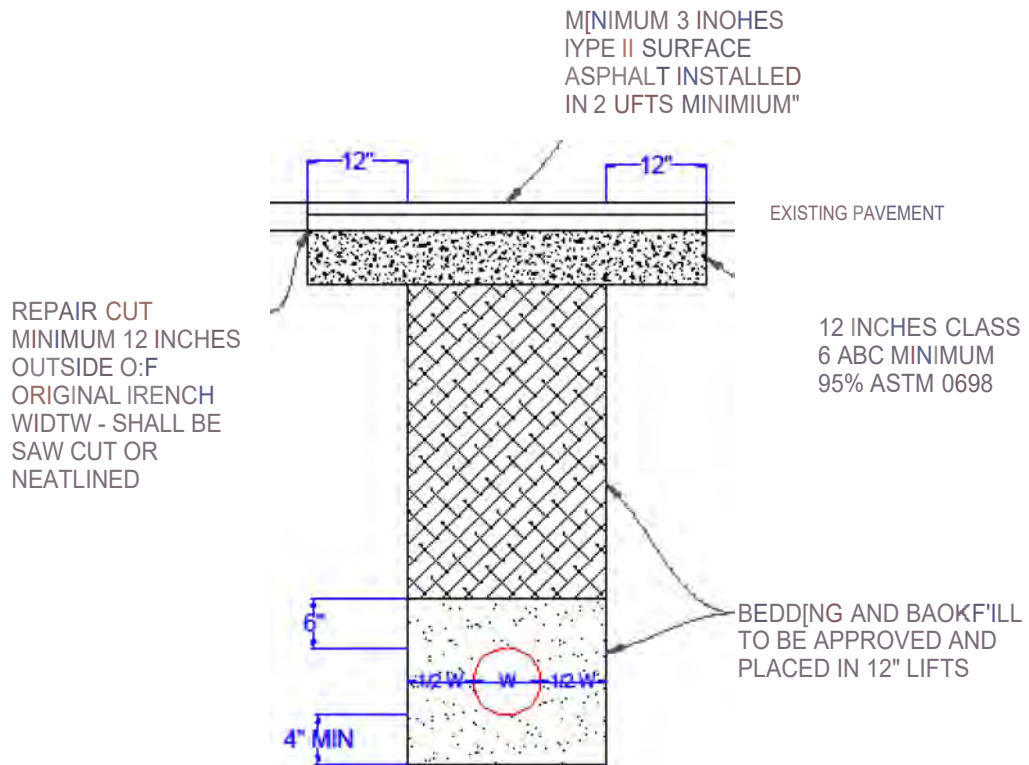
Stop Work Order Fee \$703.00 / violation + any hourly
violation fees incurred**

Violation Hourly Rate \$200.00**

**** Additional cost of office materials, advertising, postage, or staff time will be extra
Fees adjust accordingly every year based on CPI**

FIGURE 4-1

TYPICAL ROAD CUT RESTORATION AND BACKFILL



NOTES

1. SAW CUT SHALL BE FULL DEPTH OF EXISTING PAVEMENT SECTION.
2. TYPE II SURFACE ASPHALT LIFTS SHALL BE ADJUSTED ACCORDINGLY.

T-PATCH REPAIR

TABLE 3-1
SUMMARY OF ROADWAY DESIGN ELEMENTS

Functional Classification	Average Daily Traffic	Minimum Right-of-Way Width	Rights-of-Way Width High-Snow	# of Lanes	Lane Width	Shoulder Width Each Side	Curb & Gutter Ped. Path
Major Arterial (Paved)	3000+	100'	120'	2-3	12'	4'	2'/5' (Optional)
Suburban Com/Ind Collector (Paved or Gravel)	0-500	60'	100'	2	12'	4'	2'/0' (Optional)
Suburban Lane (Paved or Gravel)	13-500	60'	100'	2	10'	2'	
Rural Arterial (Paved)	1000-2999	80'	100'	2	11'	2'	2'/0' (Optional)
Rural Collector (Paved)	500-999	60'	80'	2	11'	2'	
Rural Local (Gravel/Paved)	200-499	60'	80'	2	10'	2'	
Rural Lane (Gravel)	30-199	60'	80'	2	10'	1'	
Local Intermittent *(Native/Gravel)	13-90	60'	80'	2	8'	0'	
Primitive Recreation Road	N/A	40'	40'	1	8-16'	0'	

* Single lane roads with turnouts used for low volume traffic. Turnouts shall be intervisible.

High-Snow areas are when the Design Ground Snow Load is equal to or greater than 90 pounds per square foot for adjacent properties as determined by the building department, using the Structural Engineers Association of Colorado, Colorado Ground Snow Map.

TABLE 4-1
PAVEMENT DESIGN REGIONAL FACTOR

Annual Precipitation

18" – 23"	0.00
14" – 17"	-0.25
Less than 14"	-0.50

Elevation

Over 9500	1.50
8500 – 9500	1.00
7500 – 8500	0.50
Less than 6500	0.25

Drainage

*Very Poor	1.00
Poor	0.50
Fair	0.25
Good	-0.25

* High groundwater table

Frost

**Frost boils in area	3.00
**Frost susceptible soil, frost penetration over 28"	1.00
Frost susceptible soil, frost penetration under 28"	0.25

** Moisture available when subject to frost action

The Minimum Regional Factor shall be no less than 2.00.

Other conditions that may influence the choice of regional factors are:

1. Elevation of the grade line, especially in swampy areas where the roadbed soils may be saturated for long time periods.
2. Number of freezing and thawing cycles during winter and early spring.
3. Steep grades with large volume of heavy trucks.
4. Areas of concentrated turning and stopping movements, such as bus stops, etc.

TABLE 4-2
PAVEMENT DESIGN STRENGTH COEFFICIENTS

<u>Component</u>	<u>Limiting Test Criteria</u>	<u>Coefficient</u>
Plant Mix Seal		0.25
Hot Bituminous Pavement	$R_t \geq 95$	0.44
“ “ “	$R_t = 90-94$	0.40
“ “ “	$R_t = 87-89$	0.35
“ “ “	$R_t = 84-86$	0.30
“ “ “	$R_t \leq 83$	0.25
Road Mix Bituminous Pavement		0.20
Existing Bituminous Pavement		0.20 to 0.44
Plant Mix Bituminous Base	$R_t \geq 90$	0.34
“ “ “	$R_t = 85-89$	0.30
“ “ “	$R_t = 80-84$	0.25
“ “ “	$R_t \leq 79$	0.22
Aggregate Base Course [A.B.C.]	“R” ≥ 84	0.14
“ “ “	“R” = 78-83	0.12
“ “ “	“R” = 70-77	0.11
“ “ “	“R” ≤ 69	0.10
Emulsified Asphalt Treated A.B.C.	$R_t \geq 95$	0.23
“ “ “	$R_t = 90-94$	0.20
“ “ “	$R_t = 84-89$	0.15
“ “ “	$R_t \leq 83$	0.12
Cement Treated A.B.C.	7-day test ≥ 650 psi	0.23
“ “ “	7-day test = 400-649 psi	0.20
“ “ “	7-day test ≤ 399 psi	0.15
Hydrated Lime Treated A.B.C.	“R” = 84	0.14
“ “ “ “	“R” = 78-83	0.12
Borrow Material		0.10 *

* Used only to determine a value of strength for layers of soil and/or borrow material which are located above the soil layer from which the soil support value of the subgrade is determined.

NOTE: The minimum strength coefficient for the Base Course on highways having a current ADT volume of 750 or greater shall be 0.12.

TABLE 4-3

PERMISSIBLE VELOCITIES FOR ROADSIDE DRAINAGE DITCHES

Roadside channels with erodible linings Major (earth; no vegetation):	Minor and Design Storm
Soil Type or Lining	Permissible velocity (fps)
Fine sand (noncolloidal)	2.5
Sandy loam (noncolloidal)	2.5
Silt loam (noncolloidal)	3.0
Ordinary firm loam	3.5
Fine gravel	5.0
Stiff clay (very colloidal)	5.0
Graded, loam to cobbles (noncolloidal)	5.0
Graded, silt to cobbles (noncolloidal)	5.5
Alluvial silts (noncolloidal)	3.5
Alluvial silts (colloidal)	5.0
Coarse gravel (noncolloidal)	6.0
Cobbles and shingles	5.5
Shales and hard pans	6.0
Roadside channels, lines with various grass covers (uniform stand; well maintained)	
LOW ELEVATION (< 8,500 FT) Dry areas with well-drained (often more sandy or shallow) areas dominated by lower-growing sagebrush and sparse vegetation. Low amounts of flowers and moderate levels of bare soil. Area examples: Antelope Hills, Parlin, Doyleville, Hartman Rocks. Seed Mix: Sheep Fescue-1, Sandberg Bluegrass-1, Western Wheatgrass-4 (Totaling 6 lbs/acre). May add Indian Ricegrass and Bottlebrush Squirreltail. Use crested wheatgrass in areas where other species are not taking. MID ELEVATION (8,500-9,500 FT) Slightly higher in elevation, but still dominated by sagebrush. More robust grass cover and a moderate diversity of flowers. Areas will have snowberry interspersed throughout, indicating a slightly higher moisture regime. Soils are deep (greater than 3 ft). Area examples: Mid-Ohio Creek, Powderhorn. Seed Mix: Western Wheatgrass-4, Sandberg Bluegrass-1, Indian Ricegrass-3, Squirreltail-1 (Totaling 9 lbs per acre).	

HIGH ELEVATION (9,000-10,000 FT)

Areas where sagebrush is still dominant, but where pockets of aspen begin to come in. Grasses & flowers are prevalent, and bare ground is very low. The soil is deep and dark, but still well-drained.

Area examples: Arrowhead, CB South, Upper Ohio Creek, Crested Butte

Seed Mix: Western Wheatgrass 36%, Slender Wheatgrass 55%, Canby Bluegrass 9% (Totaling 11 lbs/acre)

TABLE 5-1

COMPACTION REQUIREMENTS

A. Minimum Requirements for Compaction of Embankments and Subgrades

Density, Percent of AA

Class of Soil (ASSHTO M145)	Under 50 ft(a) High	50 ft & Over	Subgrade
A-1, A-3	95	95	100
A-2-4, A-2-5	95	95	100
A-2-6, A-2-7	95	(b)	95
A-4, A-5, A-6, A-7	95	(b)	95

(a) 1 ft = 0.3048 m.

(b) Use of these materials requires special attention to design and construction and shall be specified by the design engineer and approved by the County Public Works Department.

B. Minimum Requirements for Compactions of Utility Trenches

Material	Density Percent	AASHTO Standard
Bedding Material	90%	T-99
Backfill	95%	T-99

TABLE 5-2
REQUIRED QUALITY CONTROL TESTS

Item	Type of Test	Minimum Test Frequency
Subgrade and Embankment	Moisture-Density Curve	1 per soil type
Compaction	In-Place Density	1/3, 400 sq.ft./lift*
Aggregate Base Course or Subbase Course	Gradation	1/1,000 ton or fraction thereof on each class
	Moisture-Density Curve	1/source on each class
	In-Place Density	1/200 ton*
Hot Bituminous Pavement	Asphalt Content	1/500 tons or 2 per project whichever is the lesser
	Gradation	Aggregate-minimum of 2/source
Sidewalks and Curbing (Concrete)	Compressive Strength	1 set cylinders (4) per 1,000 sq. yds. Of sidewalks and/or 2,000 In. ft. of curbing, minimum 1 set per project
	Slump & Air Content	1 per set of cylinders and as often as needed for quality control
Utility Trench Backfill	In-Place Density	1/400 In. ft. of trench; or 1/branch of section if <400 ft. ½ ft. vertical lift of backfill material (First test ≤ 2 ft. above the pipe, last test at pavement subgrade or 6 in. below ground surface on unpaved areas)
Manholes/Structures Compaction	In-Place Density	1/structure per 2 ft. vertical lift

***Failing areas are to be retested**

All testing shall be done in accordance with the most recent edition of AASHTO Test Standards.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC minutes; 11/4/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft BOCC minutes; 11/4/2025

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:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 1

Agenda Date: 11/18/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
November 4, 2025**

The November 4, 2025 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:

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

MINUTES APPROVAL: Moved by Commissioner Smith, seconded by Commissioner Houck to approve the minutes for October 21, 2025 as presented. Motion carried unanimously.

1. October 21, 2025 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

1. 2026 Draft Gunnison County Holiday Calendar
2. 2026 Draft BOCC Meeting Schedule

Moved by Commissioner Houck, seconded by Commissioner Smith to approve the 2026 Draft Gunnison County Holiday Calendar and the Draft BOCC Meeting Schedule calendar and adopt those as the official calendars for the upcoming 2026 calendar year. Motion carried unanimously.

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

1. Acknowledgment of County Manager's Signature; Professional Services Agreement; Merrick & Company; Public Works; 11/4/2025 to 12/31/2025; \$6,306
2. Contract; Routing # 26-HA3-XC-00043; MTF C400-006 (27236), Gunnison Co – Brush Creek Rd Int Proj; State of Colorado and Colorado Department of Transportation; Public Works; 10/9/2025; \$137,107
3. Acknowledgment of County Manager's Signature; Gunnison County Deputy Chief Financial Officer Employment Agreement; Mark Rozman
4. Intergovernmental Agreement to Disburse Colorado Opioid Abatement Council Grant Funds; Board of County Commissioners of Montrose County; Juvenile Services; 9/1/2025 to 12/31/2026; \$26,000
5. Intergovernmental Agreement to Disburse Colorado Opioid Abatement Council Grant Funds; Board of County Commissioners of San Miguel County; Juvenile Services; 8/15/2025 to 12/31/2026; \$26,000
6. Intergovernmental Agreement to Disburse Colorado Opioid Abatement Council Grant Funds; Board of Health of Silver Thread Public Health District; Juvenile Services; 9/1/2025 to 12/31/2026; \$16,000
7. Acknowledgment of County Manager's Signature; Amendment to Lexis+ Subscription Agreement with Agreement Addendum; LexisNexis; Attorney's Office; 1/1/2026 to 12/31/2026; \$4,464
8. Notice of Award; Title X; Colorado Department of Public Health and Environment (CDPHE); Health and Human Services; 7/1/2025 to 6/30/2025; \$131,582

COUNTY MANAGER'S REPORTS:

1. Operation Greenlight – CM Birnie explained that the National Associations of Counties (NACo) sponsors Operation Greenlight where the County buildings are lit in green light from November 4th through the 11th in honor of veterans. He asked facilities if there was a way to do it here and they were able to put filters on the lights in front of the Courthouse for the next week.
2. Deputy Chief Financial Officer (CFO) – CM Birnie announced that Mark Rozman has agreed to be the Deputy CFO.
3. International City/County Management Association (ICMA) – CM Birnie relayed that he and the executive team, besides Assistant County Manager for Health, Human and Safety Services Joni Reynolds, attended the ICMA Conference. Assistant County Manager for Operations and Sustainability John Cattles and Assistant County Manager for Community and Economic Development Cathie Pagano did a presentation on Whetstone which was well attended with highly engaged folks.
4. December 15th – CM Birnie noted that there will be a special meeting on December 15th for the budget adoption and confirmed they would like it to be at 8:30 am.

Commissioner Smith asked Matthew if the green lights could be used for other opportunities as well such as mental and behavioral health awareness.

AMENDED AND RESTATED GUNNISON VALLEY REGIONAL TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT; CITY OF GUNNISON, COLORADO, TOWN OF CRESTED BUTTE, COLORADO, TOWN OF MT. CRESTED BUTTE, COLORADO:

CA Hoyt expressed his thanks to the Gunnison Valley Regional Transportation Authority (RTA) Board for being receptive to suggestions and relayed there were changes made from both sides. He doesn't believe there are any real material changes, only changes to reflect the current factual realities today and to clean up the language. The Board expressed their gratitude to the RTA and County staff. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve and authorize the Chair's signature on the Amended and Restated Gunnison Valley Regional Transportation Authority Intergovernmental Agreement between the City of Gunnison, Town of Crested Butte, Town of Mt. Crested Butte, and Gunnison County as presented this morning. Motion carried unanimously.

LETTER OF SUPPORT; VALLEY HOUSING FUND'S APPLICATION TO THE AFFORDABLE HOUSING FINANCE FUND LAND BANKING PROGRAM FOR THE GUNNISON LAND BANKING PROJECT: Valley Housing Fund Executive Director Lauren Koelliker was present for discussion.

Director Koelliker stated this takes advantage of Proposition 123 funds, specifically the Land Banking Program where developers partner with a government or nonprofit entity and apply for a forgivable loan up to \$5M for the purpose of affordable housing. The Valley Housing Fund has thus partnered with High Mountain Concepts and NorthPoint Development to ask for a \$2M forgivable loan for which this letter of support will be for. She then described the project and Gunnison Rising area. Commissioner Puckett Daniels said she thought this work would be a nice complement to the work the County has done with Sawtooth and Whetstone. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the letter of support for the Gunnison Land Banking Affordable Housing Project presented by the Valley Housing Fund, and authorize the full Board's signature. Motion carried unanimously.

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

COMMISSIONER ITEMS:

Commissioner Houck:

1. Department of Natural Resources (DNR) Director Dan Gibbs – Commissioner Houck met with Director Gibbs's leadership team as well as local leadership to have a tour of the elements that were pitched in the State Park Concept. He relayed that the infrastructure is here in place and managing river segments with consistency with a single set of rules, expectations, and guidelines would be useful.
2. Great Outdoors Colorado (GOCO) Meeting – Commissioner Houck could not make the meeting but did talk to Executive Director Jackie Miller to have a conversation beforehand.
3. Region 10 – Commissioner Houck attended the meeting and stated there was nothing outstanding to report.
4. Western Colorado University (WCU) Leadership Class – Commissioner Houck presented at Gary Pierson's leadership class at WCU regarding students' opportunities to be involved in the community.
5. Colorado Counties, Inc. Steering Committees (CCI) Public Lands Meeting – Commissioner Houck attended the meeting and discussed upcoming public land issues.
6. River Mapping Group – Commissioner Houck attended a phone call with the River Mapping Group and relayed the ties it has into the State Park.
7. Benefest – Commissioner Houck attended benefest.
8. State Lands Board – Commissioner Houck attended the State Lands Board meeting and discussed the nuances of how to minister some of the lands to promote and prioritize housing, conservation, ecological restoration, and recreation without sacrificing agriculture. He recommended Gunnison County as a meeting area with the accessible land board sites. He also spoke to the person who represents housing regarding the challenges faced in the process of building housing. Lastly, he relayed a new report will be released in a year and half, but he believes it will bring up some opportunities done in Gunnison County.
9. Gunnison County Stockgrowers' Association – Commissioner Houck continues to work with the Stockgrowers regarding the wolf reintroduction. He stated he may register with the State Wildlife Commission as a Commissioner on behalf of Gunnison County in support of the State answering their petition and giving a response in a timely manner.

Commissioner Smith:

1. Department of Natural Resources (DNR) Director Dan Gibbs – Commissioner Smith also met with Director Gibbs.
2. Gunnison County Safety Banquet – Commissioner Smith attended the event and emphasized the importance of County staff and safety.
3. Veteran Services Officer Steve Otero – Commissioner Smith met up with VSO Otero to discuss veteran services.

- 4. Colorado Statewide Opioid Abatement Conference – Commissioner Smith attended the conference and noted the big conversation points were sustaining successes and finding ways to continue to measure success as well as stating that the opioid settlement dollar's purpose is to expand opportunities and the offerings for substance use and opioid use disorders.
- 5. Southwest Colorado Opioid Regional Council – Commissioner Smith attended the meeting and stated they had conversations regarding refining the roles the facilitators as well as revamping the structure of the council based on the shifting needs. She relayed Juvenile Services Director Kari Commerford presented a grant proposal for the State Infrastructure Fund that involves Western Colorado University (WCU) and Gunnison Valley Health (GVH).
- 6. Health Coalition – Commissioner Smith attended the meeting and relayed the presentations made during the meeting and stated they discussed the Supplemental Nutrition Assistance Program (SNAP) benefit pause.
- 7. Juntos – Commissioner Smith attended two events hosted by Juntos which included making tortillas and their celebration of the Day of the Dead. There were also conversations about the needs of the local immigrant community.
- 8. Supplemental Nutrition Assistance Program (SNAP) Benefits – Commissioner Smith thanked staff for their response to the community need and the direction to the Gunnison County website.

Commissioner Puckett Daniels:

- 1. Supplemental Nutrition Assistance Program (SNAP) Benefits – Commissioner Puckett Daniels has been providing information and giving resources to the community and also spoke to Congressmen Jeff Hurd regarding the pause.
- 2. Peace Officer Standards and Training (POST) – Commissioner Puckett Daniels attended the meeting regarding the new instructor methodology curriculum, and she continues to do outreach regarding that.
- 3. Town of Crested Butte Councilors and Center for the Arts – Commissioner Puckett Daniels has had conversations regarding the Center for the Arts deed and relayed they need to bring a formal proposal to the Board for consideration.
- 4. Water Quality & Quantity (QQ) Meeting – Commissioner Puckett Daniels attended the meeting last week and discussed the updates given and potential legislation regarding river access.
- 5. Gunnison Valley Regional Housing Authority (GVRHA) – Commissioner Puckett Daniels continues to work with staff regarding the transition.
- 6. Gunnison Valley Transportation Planning Region – Commissioner Puckett Daniels relayed she would not make Vince Rogalski's retirement party but emphasized his service for the County.
- 7. Marble – Commissioner Puckett Daniels mentioned the challenges in getting a day scheduled to go over for work session. At this moment, they are aiming for spring, but she encouraged the commissioners to have some individual outreach and for the Marble Town Council to reach out to the Board if in the area.
- 8. Mayors and Managers – Commissioner Puckett Daniels is planning to attend the meeting this week.
- 9. Election Day – Commissioner Puckett Daniels emphasized it is Election Day and encouraged voting.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 9:26 am.

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Vice-Chairperson

Jonathan Houck, Commissioner

Minutes Prepared By:

Holly Perry, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 11/14/2025 thru 12/31/2025

Board of County Commissioners

1. [BOCC Regular Meeting](#)
November 18, 2025, All Day @ BOCC Boardroom
2. [BOCC Work Session](#)
November 25, 2025, All Day @ BOCC Boardroom
3. [BOCC Regular Meeting](#)
December 2, 2025, All Day @ BOCC Boardroom
4. [Mayors & Managers Meeting - Hosted by Community Foundation of the Gunnison Valley](#)
December 2, 2025, 12:00 PM - 1:30 PM
5. [BOCC Work Session & Budget Public Hearing](#)
December 9, 2025, All Day @ BOCC Boardroom
Budget Public Hearing at 5:30 pm.
6. [BOCC Special Meeting](#)
December 15, 2025, All Day @ BOCC Boardroom
7. [BOCC Regular Meeting](#)
December 16, 2025, All Day @ BOCC Boardroom
8. [BOCC Work Session](#)
December 23, 2025, All Day @ BOCC Boardroom

Gunnison County Organization

1. [Holiday - Thanksgiving - Offices Closed](#)
November 27, 2025 - November 28, 2025
2. [Holiday - Christmas Day & Day after Christmas Day- Offices Closed](#)
December 25, 2025 - December 26, 2025

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
December 16, 2025, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; 2025-2026 Emergency Management

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: Oct 1, 2025

Term Ends:

Grant Contract #: N/A

Summary:

Emergency Management Performance Grant application. If awarded, this grant will cover October 1, 2025 - June 30, 2026. The purpose of EMPG is to improve emergency preparedness through integrated planning, training, and exercising while addressing prevention, protection, mitigation.

Fiscal Impact:

Submitted by: Lisa Bickford

Submitter's Email Address: Lbickford@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 11/12/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/13/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 11/18/2025

Draft

FEMA Federal Number - < no value >
Obligation Data: [Edit](#)

Current Step: 1) Unsubmitted
Description: Submission
 **Draft**

Assistance Listing Number
(CFDA): 97.042

Gunnison, CO, 81230

Jurisdiction Information

Summary Information

Grant:

EMPG 25-26 Emergency Management Performance Grant

Project Type:

EMPG-LEMS Project(General ND Application - standardND/)

Project Title:

Gunnison County - 2025-2026 EMPG

Used to help identify the Project. Ex: "Jurisdiction - Project Name".

Allocation Category:

Local Project

Service Area:

Service Area - West

Only regions that have a local share allocated on the Grant are displayed.

This application contains Work Activity and Costs in the following areas:

Planning

Hold Ctrl key to select multiple areas.

Project Description:

The purpose of the EMPG-LEMS program is to assist in the development of comprehensive, risk-based, all-hazard emergency management programs at the State, Local, and Tribal government levels and to improve emergency preparedness through integrated planning, training, and exercising while addressing prevention, protection, mitigation, response, and recovery capabilities. EMPG funds are authorized by Congress on an annual basis and passed to the States through the Federal Emergency Management Agency (FEMA). These funds are intended to reimburse programs for up to 50 percent of incurred costs for staff, travel, planning, training, office maintenance, Emergency Operations Center (EOC) enhancements, and other eligible costs. EMPG-LEMS funding may not be utilized for response operations.

Provide a brief, but detailed, description of the Project.

Emergency Manager Contact:

Lisa Bickford - Gunnison County Emergency Manager

[Edit](#)

Email Address: LBickford@gunisoncounty.org

Phone: 970-641-2481

Emergency Management Employment Status:

Full Time

Hours worked per week for jurisdiction in all job titles:

40

Hours worked per week devoted to Emergency Management:

40

Emergency Manager Reporting Manager Title:

Assistant County Manager

Chief Financial Officer:

Melissa LaMonica - Gunnison County Chief Financial Officer

Edit

Email Address: mlamonica@gunnisoncounty.org

Senior Elected Official Name:

Laura Puckett Daniels

Senior Elected Official Title:

Gunnison County BOCC Chairperson

Chief Executive Official:

Matthew Birnie

Additional Emergency Management Staff			
Type	Number	Total Staff Hours/Week	Total EM Hours/Week
Full Time Professional	1	40	28
Full Time Clerical			
Part Time Professional			
Part Time Clerical			
Volunteer			
Other Personnel			
Totals	1	40	28

Jurisdiction Information

Agency or Jurisdiction DUNS #:133115220

Unique Entity Identifier (UEI):NSN9FAGKEDJ9

Congressional District:3

Agency or Jurisdiction Physical Address

Address Line 1:

200 E. Virginia Avenue

Address Line 2:	
City:	Gunnison
State:	CO - Colorado
Zip Code:	81230

Agency or Jurisdiction Mailing Address

Name:	
-------	----------------------

Only needed if different from Applicant name

Copy Agency or Jurisdiction Physical Address:	Yes
---	----------------------------------

Primary Award Performance Location

Same as above address:	No
Address Line 1:	510 W Bidwell Ave
Address Line 2:	
City:	Gunnison
State:	CO - Colorado
Zip Code:	81230

Personnel

Staffing Pattern

Employee Details	Gross Annual Salary	Gross Annual Benefits	Total Hours Per Week	EM Hours Per Week	% EM Hours Per Week	EMPG Eligible Salary	EMPG Eligible Benefits	
Name: Lisa Bickford								
Title: Emergency Management								
Director	\$112,581.40	\$45,440.60	40.00	40.00	100.00%	\$112,581.40	\$45,440.60	Edit
Type: Full-Time Employee								
Start Date: Jun 16, 2025								
Name: Ryan White								
Title: Deputy Emergency								
Manager/EPR Coordinator	\$88,057.06	\$20,735.35	40.00	28.00	70.00%	\$61,639.94	\$14,514.75	Edit
Type: Full-Time Employee								
Start Date: Dec 9, 2024								
Grand Total	\$200,638.46	\$66,175.95				\$174,221.34	\$59,955.35	

Add Employee

EMPG Required Training

Certificate Date	Employee	Course Name or Number	Certificate
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Certificate Date and Upload are not required at time of Application.

Program Budget

The EMPG Eligible Salaries & Benefits amount from the Personnel form has already been added as a Project Cost.

Please use the below expense table to add any additional costs related to your EMPG project.

Note: Changes to the Personnel form require saving in order to see the most up to date value on the Project Cost line below.

Estimated Expenses

Type	Description	Qty	Price	Total
Salary & Benefits	Personnel Costs	1	\$ 234,176.69	\$234,176.69
Travel	motor pool, meals, and lodging	1	\$ 4,550.00	\$4,550.00
Other	Advertising (flood & fire awareness and other newspaper ads)	1	\$ 1,500.00	\$1,500.00
Other	Dues & Memberships	1	\$ 740.00	\$740.00
Other	Education/Promotion	1	\$ 2,000.00	\$2,000.00
Other	EM Vehicle	1	\$ 9,283.00	\$9,283.00
Other	Equipment & Furniture under \$4000	1	\$ 5,000.00	\$5,000.00
Other	IT & Mapping Services	1	\$ 39,799.48	\$39,799.48
Other	Meetings & Conferences - related meals and registrations	1	\$ 1,960.00	\$1,960.00
Other	Office & Operating Supplies	1	\$ 670.00	\$670.00
Other	Software subscriptions	1	\$ 200.00	\$200.00
Application Total				\$299,879.17
Grand Total				\$299,879.17

State Use Only

Awarded Amount: \$

This field represents the approved grant award amount by the State for this application.

Quarterly Maximum Reimbursement Amount: \$*

This is calculated as the Awarded Amount/4 and is the maximum amount that can be reimbursed on each quarter

Total Overmatch: \$299,879.17

Funding Sources

Method: ☒ By Percent ☐ By Amount

Federal Award Amount:

*

 % \$0.00

Local Match Amount: % \$0.00

Total Program:

0

 % \$0.00

This field must equal 100%

Certifications

Federal Funding Accountability and Transparency Act Certification (FFATA)

You shall report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year, if:

- a. in the sub-grantee's preceding fiscal year, the sub-grantee received
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Are all of the above statements true?

No

Certifications

- ☒ By checking this box and typing my name below, I am electronically signing this application and certifying that the information provided is true, accurate, and complete to the best of my knowledge. I also certify that:
- The funds requested will be utilized in accordance with federal and state laws and regulations;
 - The request does not supplant other funds;
 - Requesting entity is NIMS compliant.

Name of Agency Authorized Representative:

Jody Wise

Date:

Nov 5, 2025

Planning Work Plan

Upload Current EOP:

 2024 Gunnison County SIGNED Emergency Operat... 3 MB	Nov 4, 2025
--	-------------

EMF #: 1 - Finance and Administration Edit	
Key Activities: Budget preparation, grant administration, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports (work plan), equipment inventory and monitoring	Quarter 1 Action/Deliverables: Submit 1st Quarter report and reimbursement request. Quarter 2 Action/Deliverables: Submit 2nd Quarter report and reimbursement request. Quarter 3 Action/Deliverables: N/A Quarter 4 Action/Deliverables: Submit 4th Quarter report and reimbursement request.
EMF #: 2 - Laws and Authorities Edit	
Key Activities: Ordinances, resolutions, emergency declarations, EMAP accreditation, compliance with laws and regulations	Quarter 1 Action/Deliverables: 1) Facilitate fire restriction authorization process, passing restriction authority from BoCC to Sheriff. 2) Continue fire restriction implementation updates 3) Coordinate annual ambulance licensing authorization 4) Manage secure transport licensing 5) Review / update resolution 2024-20 Gunnison County Emergency and Disaster Management and Procedures with Matthew and Joni Quarter 2 Action/Deliverables: 1) Finalize fire restriction implementation updates 2) Coordinate local and regional fire restrictions as needed 3) Manage secure transport licensing Quarter 3 Action/Deliverables: n/a Quarter 4 Action/Deliverables: 1) Review fire restriction implementation and public information process and begin updates. 2) Manage Secure transport licensing as needed. 3) Review/update BoCC Guidelines with Matthew and Joni
EMF #: 3 - Risk Assessment Edit	
Key Activities: Development/upgrade of local/tribal CEPA (Colorado Emergency Preparedness Assessment) /THIRA (Threat and Hazard Risk Identification and Assessment), development of corresponding risk management strategies	Quarter 1 Action/Deliverables: no planned activities Quarter 2 Action/Deliverables: no planned activities Quarter 3 Action/Deliverables: n/a Quarter 4 Action/Deliverables: no planned activities
EMF #: 4 - Hazard Mitigation Plans and Projects Edit	
Key Activities: Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects coordination of Environmental and Historic Preservation (EHP) reviews	Quarter 1 Action/Deliverables: 1) Finalize and adopt HMP 2) Attend RFV Wildfire Collaborative meetings 3) UGSSC meetings Quarter 2 Action/Deliverables: 1) UGSSC meetings 2) Attend RFV Wildfire Collaborative meetings Quarter 3 Action/Deliverables: n/a Quarter 4 Action/Deliverables: 1) Continue HMP update 2) Attend RFV Wildfire Collaborative meetings 3) Plan UGSSC meeting agendas
EMF #: 5 - Emergency Operations Plans Edit	

- **Key Activities:** Development/upgrades/revisions of local/tribal emergency operations plans (EOPs) in accordance with CPG-101, Version 3.0, fostering partnerships with EOP stakeholder agencies and organizations
- **Quarter 1 Action/Deliverables:** 1) Internal EOP review 2) Continue development of CART/Animal Evac Plan
- **Quarter 2 Action/Deliverables:** 1) External agency/ESF review of the EOP (adopt by Dec 2026) 2) Complete development of CART/Animal Evac Plan
- **Quarter 3 Action/Deliverables:** n/a
- **Quarter 4 Action/Deliverables:** Begin development of CART/Animal Evac Plan

EMF #: 6 - Recovery Plans

Edit

- **Key Activities:** Development/upgrades/revisions of Local/Tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations
- **Quarter 1 Action/Deliverables:** no planned activities
- **Quarter 2 Action/Deliverables:** Recovery plan review and update
- **Quarter 3 Action/Deliverables:** n/a
- **Quarter 4 Action/Deliverables:** no planned activities

EMF #: 7 - Training

Edit

- **Key Activities:** NIMS training delivery, professional development for staff, development of Local/Tribal Integrated Preparedness Plan (IPP)
- **Quarter 1 Action/Deliverables:** 1) Update Gunnison County IPP 2) Implement trainings from IPP 3) Attend COEM conference
- **Quarter 2 Action/Deliverables:** 1) Participate in West Region IPP 2) Implement trainings from IPP 3) Attend CO Wildland Fire conference
- **Quarter 3 Action/Deliverables:** n/a
- **Quarter 4 Action/Deliverables:** 1) Implement trainings from current Gunnison County and West Region IPP 2) Attend G197

EMF #: 8 - Exercises

Edit

- **Key Activities:** Participation in exercises as “Sponsoring” and/or “Participating” agencies
- **Quarter 1 Action/Deliverables:** 1) Implement exercise program as outlined in the WR and Gunnison County IPP 2) Update Gunnison County IPP
- **Quarter 2 Action/Deliverables:** 1) Implement exercise program as outlined in the WR and Gunnison County IPP 2) Participate in WR IPPW
- **Quarter 3 Action/Deliverables:** n/a
- **Quarter 4 Action/Deliverables:** 1) Implement exercise program as outlined in the WR and Gunnison County IPP 2) Participate in Mt. Crested Butte Water & Sanitation District TTX 3) Participate in Ouray County Evacuation TTX as evaluator

EMF #: 9 - Incident Management

Edit

- **Key Activities:** EOC management, Continuity of Operations (COOP), multi-agency coordination, support of incident command operations
- **Quarter 1 Action/Deliverables:** Host bi-monthly MAC meetings
- **Quarter 2 Action/Deliverables:** Host bi-monthly MAC meetings
- **Quarter 3 Action/Deliverables:** n/a
- **Quarter 4 Action/Deliverables:** Host bi-monthly MAC meetings

EMF #: 10 - Communications

Edit

- **Key Activities:** Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc.
- **Quarter 1 Action/Deliverables:** 1) Participate in quarterly GHCETSA Board meetings 2) Assist with coordination for maintenance and repair of four comm sites
- **Quarter 2 Action/Deliverables:** 1) Participate in quarterly GHCETSA Board meetings 2) Assist with coordination for maintenance and repair of four comm sites
- **Quarter 3 Action/Deliverables:** n/a

- **Quarter 4 Action/Deliverables:** 1) Participate in quarterly GHCETSA Board meetings 2) Assist with coordination for maintenance and repair of four comm sites

EMF #: 11 - Operations Procedures

[Edit](#)

- **Key Activities:** Development/maintenance of systems (Web EOC), processes (resource order process), capabilities (EOC management training), and Plans (COOP) to support incident operations.
- **Quarter 1 Action/Deliverables:** 1) Maintain EOC Microsoft Team 2) Host monthly EOC trainings 3) Bi-weekly EOC operations meeting w/EM staff review and update EOC systems/software, processes, job aids, etc. 4) Begin EM COOP update 5) Attend quarterly West Region Executive Board meeting 6) Attend quarterly West Region workshop 7) Attend quarterly West Service Area ESF 5 meeting
- **Quarter 2 Action/Deliverables:** 1) Maintain EOC Microsoft Team 2) Host monthly EOC trainings 3) Bi-weekly EOC operations meeting w/EM staff review and update EOC systems/software, processes, job aids, etc. 4) Finalize EM COOP update 5) Attend quarterly West Region Executive Board meeting 6) Attend quarterly West Region workshop 7) Attend quarterly West Service Area ESF 5 meeting
- **Quarter 3 Action/Deliverables:** n/a
- **Quarter 4 Action/Deliverables:** 1) Maintain EOC Microsoft Team 2) Host monthly EOC trainings 3) Bi-weekly EOC operations meeting w/EM staff review and update EOC systems/software, processes, job aids, etc. 4) Attend quarterly West Region Executive Board meeting 5) Attend quarterly West Region workshop 6) Attend quarterly West Service Area ESF 5 meeting

EMF #: 12 - Mutual Aid

[Edit](#)

- **Key Activities:** Maintenance of local, interagency, regional and statewide intergovernmental agreements
- **Quarter 1 Action/Deliverables:** MOU with West All Hazards Region
- **Quarter 2 Action/Deliverables:** no planned activities
- **Quarter 3 Action/Deliverables:** n/a
- **Quarter 4 Action/Deliverables:** 1) Finalize MOU with Gunnison Watershed School District 2) Finalize MOU with RTA

EMF #: 13 - Resource Management

[Edit](#)

- **Key Activities:** Development/maintenance of local resource mobilization plans and processes, including database management systems, inventory, financial controls and relevant forms.
- **Quarter 1 Action/Deliverables:** 1) Facilitate CRRF update process as needed 2) Facilitate Operating Plan process between DFPC, USFS, BLM and the County
- **Quarter 2 Action/Deliverables:** no planned activities
- **Quarter 3 Action/Deliverables:** n/a
- **Quarter 4 Action/Deliverables:** no planned activities

EMF #: 14 - Facilities Management

[Edit](#)

- **Key Activities:** Monitoring & maintenance of EOC/Alternate EOC facilities and equipment.
- **Quarter 1 Action/Deliverables:** 1) Monthly testing of EOC computers, phones, radios and systems 2) Bi-weekly, log into Genasys, ReadyOp, WebEOC
- **Quarter 2 Action/Deliverables:** 1) Monthly testing of EOC computers, phones, radios and systems 2) Bi-weekly, log into Genasys, ReadyOp, WebEOC
- **Quarter 3 Action/Deliverables:** n/a
- **Quarter 4 Action/Deliverables:** 1) Monthly testing of EOC computers, phones, radios and systems 2) Bi-weekly, log into Genasys, ReadyOp,

EMF #: 15 - Crisis Communication, Public Information and Education

Edit

- **Key Activities:** Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social media. Development and maintenance of local Alert and Warning Plans and procedures.
- **Quarter 1 Action/Deliverables:** 1) Finalize Crisis Communications/Alert & Warning Plan and score using DHSEM scoring tool 2) Create quick launch templates in Gunnison Regional Alerts 3) Host dispatch alerting training 4) Coordinate monthly IPAWS proficiency tests with WR EM s 5) Ongoing management of Emergency Management webpage and social media sites
- **Quarter 2 Action/Deliverables:** 1) Review Genasys EVAC and prep for wildfire season 2) Coordinate monthly IPAWS proficiency tests with WR EM s 3) Ongoing management of Emergency Management webpage and social media sites
- **Quarter 3 Action/Deliverables:** n/a
- **Quarter 4 Action/Deliverables:** 1) Draft Crisis Communications Plan & integrate with alert and warning plan 2) Update Gunnison Regional Alerts job aid to reflect software version update 3) Coordinate monthly IPAWS proficiency tests with WR EM s 4) Ongoing management of Emergency Management webpage and social media sites

Add Project



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

Signature Authorization Form

Form Instructions:

Subrecipient Name - Legal name of jurisdiction

Award Agreement Encumbrance Number - Located on Small Dollar Grant Award (SDGA) or the grant program and grant year if unknown

Signature Authorization Section requirements -

- *Application: Board of County Commissioner (BOCC)/County Manager/Sheriff - whoever holds the authority to enter into the terms & conditions of the grant **and** Chief Financial Officer (CFO)/Fiscal Officer must sign this form. The local Emergency Manager's (EM) signature authorization should be captured by advancing/submitting in EMGrants Pro and therefore, does not need to sign this form.*
- *Progress Report: Only the local EM is the authorized signer and it should be captured by advancing/submitting in EMGrants Pro so this form does not need to be signed by the local EM. If another person has been delegated, this form must be signed unless they have EMGrants Pro access to advance/submit.*
- *Request for Reimbursement (RFR): Only the CFO/Fiscal Officer or designated person on behalf of the CFO/Fiscal Officer must sign this form unless they have access to advance/submit in EMGrants Pro. The local EM may be the authorized signer and is captured by advancing/submitting in EMGrants Pro.*
- *Scope/Budget Change: CFO/Fiscal Officer must sign this form and the local EM's signature authorization should be captured by advancing/submitting in EMGrants Pro.*

SUBRECIPIENT NAME: Gunnison County

AWARD AGREEMENT

ENCUMBRANCE NUMBER: Gunnison County - 2025-2026 EMPG

Please select the authorization purpose for this signature submission: [Authorize Application](#)

The Subgrantee and responsible signatories certify by signing that they have read and understand the Application including the grant requirements, and if awarded, are fully cognizant of their duties and responsibilities for this grant and will comply with, and follow, all requirements established in Federal and DHSEM grant guidance. The Subgrantee understands and agrees that any subgrant award received as a result of this application shall incorporate by reference the information contained herein.

By signing, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature Authorization Section:

PRINTED: Signature #1 Name Matthew Birnie

PRINTED: Signature #2 Name Melissa LaMonica

TITLE for Signature #1 Gunnison County Manager

TITLE for Signature #2 Chief Financial Officer

EMAIL for Signature #1 mbirnie@gunnisoncounty.org

EMAIL for Signature #2 mlamonica@gunnisoncounty.org

PHONE for Signature #1 (970) 641-7602

PHONE for Signature #2 (970) 641-7960

DATE of Signature #1

DATE of Signature #2

Signature #1

Signature #2

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment to Lexis+ Subscription Agreement with Ag

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Lexis Nexis legal research renewal subscription agreement for the County Attorney's office.

Fiscal Impact: Yes

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 11/5/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/5/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☒ Consent Agenda ☐ Regular Agenda ☐ Worksession

Time Allotted: 0

Agenda Date: 11/18/2025



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)

"Subscriber" Name: Gunnison County Attorneys Office
Account Number: 4256BNVNQ
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis+ Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	3
---	----------

- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

- 2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.4 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
City and County Attorney Premium Library	1011966	3
Lexis+™ Practical Guidance - State & Local Government	1534660	3
CO National Government Package	1537031	3
All Briefs, Pleadings & Motions	1010612	3



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)

3.2. This Agreement commences on the Effective Date and continues for the Committed Term designated in Section 3.4; provided, that, after the Committed Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Committed Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term, Committed Term and all Renewal Terms.

3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.

3.4. In exchange for access to the Lexis+ Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
1/1/2026 - 12/31/2026	\$398

Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault ("Vault"). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

To have the Vault disabled for your Authorized Users, initial here

(Initial)

3.5. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here

(Initial)

3.6. Use of Lexis+ under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.7. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 11/30/2025.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)

precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Gunnison County Attorneys Office
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____
Printed Name: _____
Job Title: _____
Date: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature: _____
Name: _____
Job Title: _____
Date: _____



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)

Customer Information (please print or type)			
Organization Name (full legal name)		Gunnison County Attorneys Office	
Billing Frequency		☒ Monthly	☐ Annually
Tax Exempt (if yes please provide exemption certificate)		☒ Yes	☐ No
New Invoice Contact Person	☐ Yes ☒ No	First & Last Name	Email Address
PO Required?	☐ Yes ☒ No	PO #	
MSA # if applicable			

This Agreement Addendum (this “Addendum”) amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of RELX Inc. (“LN”) and Gunnison County Attorneys Office, a city, state, county or other local government agency (“Subscriber”). The Agreement shall consist of Subscriber’s agreement (the “Subscriber Contract”), if applicable, the LexisNexis General Terms and Conditions viewable at www.lexisnexis.com/terms/general (the “General Terms”), together with any other LexisNexis contract proposals or other contract documents, all of which are incorporated into the Agreement by reference and made a part hereof (collectively the “Agreement”).

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.
2. **Renewal Option.** Subscriber is granted an option (the “Renewal Option”), exercisable by written notice served upon LN no later than 60 days before the end of the then-current Term, to renew Agreement for one (1) additional one-year term(s) (the “Renewal Term”) for the same Products and Services with the same content and features as are included in the Agreement. If Subscriber exercises the Renewal Option, the fees for the Renewal Term shall be as set forth in the table below. The then-current Term and any Renewal Term shall be the “Term”.

RENEWAL TERM		MONTHLY COMMITMENT
1/1/2027	12/31/2027	\$418.00
1/1/2028	12/31/2028	\$439.00
		\$
		\$

3. **Contract Amendment.** All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised as set forth therein), shall be in writing and signed by both parties.
4. **Miscellaneous.**
 - 4.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.
 - 4.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber’s internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.
 - 4.3 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control. In the event of a conflict between the various contract documents that comprise the Agreement, such conflicts shall be resolved in the following order: the General Terms shall control with regard to access and use of the Online Services, for all other purposes, the order of precedence shall be this Addendum, the Subscriber Contract, and then any other LN contract documents.

LN’s acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

*[The remaining portion of this page is left intentionally blank
and followed directly by the signature page.]*

AGREED TO AND ACCEPTED BY:

Subscriber: Gunnison County Attorneys Office	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	_____
Job Title:	_____
Date:	_____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	_____
Job Title:	_____
Date:	_____



LexisNexis

GUNNISON COUNTY

LE: 2023-192

**LEXIS+® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER VERSION)**"Subscriber" Name: Gunnison County Attorneys Office****Account Number:****"LN": LexisNexis, a division of RELX Inc.****1. Subscription Agreement**

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	3
---	----------

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	2
---------------------------------------	----------

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
CO National Government Package	1537031	3
Lexis+™ Practical Guidance - State & Local Government	1534660	3
City and County Attorney Premium Library	1011966	3

3.2 In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
12/1/23 - 12/31/23	\$0
1/1/24 - 12/31/24	\$338

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

3.4 Use of Lexis+ under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training



**LEXIS+® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER VERSION)

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

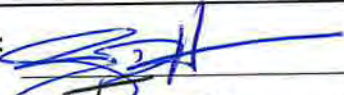
7. Miscellaneous

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Gunnison County Attorneys Office	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	<u>Jonathan Huck</u>
Job Title:	<u>BOCC Chairperson</u>
Date:	<u>12/19/2023</u>

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	_____
Name:	_____
Job Title:	_____
Date:	_____



CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Gunnison County Attorneys Office	
Billing Frequency:	☒ Monthly	☐ Annually
	Physical Address	Invoice Address
Street Address:	200 E. Virginia Ave	
City:	Gunnison	
State:	CO	
Zip:	81230	
County:	Gunnison	
Telephone:	306-641-5300 9706415300	
Fax:		
Parent Company: (if applicable)		

Type of Organization:☐ Legislative☐ Judicial☐ Executive

Professional User: 3

Practicing Area of Law: NA

Support Staff: 2

Employer Identification Number: NA

Bar No: NA

Issuing State: NA

Date Issued/Expiration Date: NA

Organization Web Address: NA

Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) MSA: ☐ Yes ☒ No☐ No

Tax ID No:

State Contract No:
(If applicable)
PO No:
(If applicable)**Contacts:**

	Name	Telephone	Email
Installation:	Donita Bishop	9706415300	dbishop@gunnisoncounty.org
Billing:	Donita Bishop	9706415300	dbishop@gunnisoncounty.org
Policy/Legal Notification:	Matthew Hoyt	9706415300	mhoijt@gmail.com
Scheduling/Training:	Donita Bishop	9706415300	dbishop@gunnisoncounty.org

Name _____ **Telephone** _____
Super Admin: _____
Email _____ **IP Address** _____

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
Matthew Hoyt	County Attorney	mhoyt@gunnisoncounty.org	200 E Virgina Ave Gunnison, CO 81230
Errol Davis	Support	edavis@gunnisoncount y.org'	200 E Virgina Ave Gunnison, CO 81230
Sammy Obaid	Assistant County Attorney	sobaid@gunnisoncount y.org	200 E Virgina Ave Gunnison, CO 81230
Donita Bishop	Support	dbishop@gunnisoncoun ty.org	200 E Virgina Ave Gunnison, CO 81230
Alex San Filippo- Rosser	Deputy County Attorney	asanfilippo- rosser@gunnisoncounty.org	200 E Virgina Ave Gunnison, CO 81230

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Award Letter; Boettcher Catalyst Grant; Juvenile S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

award letter

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 11/14/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/14/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry

Discharge Date: 11/14/2025

☒ Consent Agenda ☐ Regular Agenda ☐ Worksession

Time Allotted: 0

Agenda Date: 11/18/2025



November 5, 2025

Kari Commerford
Director of Juvenile Services
Gunnison County Juvenile Services
200 East Virginia Ave.
Gunnison, CO 81230

Dear Kari:

We are pleased to inform you that a Boettcher Catalyst Grant has been awarded to Gunnison County Juvenile Services in the amount of \$5,000 toward Community and Regional Strategic Planning, pursuant to your grant proposal.

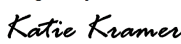
The grant agreement being sent with this letter (via DocuSign) will be signed by the Chair of the Gunnison County Board of Commissioners; then the grant can be scheduled for payment. All parties signing the grant agreement (and you as Cc on that process) will receive an executed copy through DocuSign. Contact grants@boettcherfoundation.org if you need assistance with the signing process.

Contact our Program Officer, Garrett Mayberry at garrett@boettcherfoundation.org or 303.534.1937 if you have any questions regarding your grant.

We will be planning a news release announcing your grant along with the other Catalyst Grant recipients. Note that we require all additional news releases including information about our grant be approved by the Foundation prior to distribution. For questions regarding and approval of news releases, contact Curtis Esquibel, senior director of communications and community engagement, at curtis@boettcherfoundation.org or 303.285.6208.

We are honored to support this project and your organization's work to improve our Colorado communities.

Sincerely,

Signed by:

3B24B79D64614B7...
Katie S. Kramer
President & CEO

KSK/lb

Cc: Laura Puckett Daniels - Chair, Board of County Commissioners



600 Seventeenth Street, Suite 2210 South
Denver, CO 80202
(303) 534-1937

November 5, 2025

Gunnison County Juvenile Services
200 East Virginia Ave.
Gunnison, CO 81230

On behalf of the Boettcher Foundation (the "Foundation"), it gives me great pleasure to announce that a Boettcher Catalyst Grant in the amount of \$5,000 has been awarded to Gunnison County Juvenile Services toward Community and Regional Strategic Planning, as described in your grant request. By your acceptance of this letter, you agree to the following terms and conditions of the grant.

1. The grant is to be used exclusively for the project or purposes described in the above paragraph. Any part of the grant funds not so used, or otherwise used in violation of this agreement, must be returned promptly to us.
2. Upon our receipt of a duly signed copy of this letter agreement, the grant payment will be remitted to you.
3. No part of the grant may be used (a) to carry on propaganda or otherwise attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code), or (b) to attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code).
4. No part of the grant may be used for purposes other than religious, charitable, scientific, literary, or educational purposes or the prevention of cruelty to children or animals (within the meaning of section 170(c)(2)(B) of the Internal Revenue Code).
5. Within one year of payment of the grant funds or completion of the project, whichever comes first, we will contact you to obtain a report covering the manner in which all grant funds were spent and the progress made in accomplishing the purposes of the grant. You will also furnish us with any other information we reasonably request.
6. By accepting the grant, you affirm that, within your defined area of operation, your operating policies are inclusionary and non-discriminatory.
7. We respectfully request that no statues, plaques, framed certificates, or any other gifts be presented to us for our support of the project or program funded by the grant.
8. The Catalyst Grants are not reflective of the Boettcher Foundation's traditional grantmaking program.
9. The grant is being made in reliance upon your organization's status as a governmental unit (within the meaning of I.R.C. § 170(c)(1)), as represented in your Grant Request. You will immediately inform us and cease expenditure of any grant funds upon any change or challenge to such status, or if you have any reason to believe you are no longer able to expend the grant funds as

contemplated by this letter agreement and the Grant Request or otherwise achieve the purposes of the grant.

10. This letter agreement will be governed by the laws of the State of Colorado.

Your acceptance of the terms and conditions of the grant should be indicated below by signature of the officers who are, under your bylaws and the law governing you, authorized to execute contracts on your behalf. By signing this letter agreement, you are promising that you will notify future officer(s) of the terms and conditions of this grant. All signers of this letter agreement will receive an executed copy via DocuSign. We recommend downloading and retaining a copy of the executed letter for your files.

If you have any questions or concerns regarding the terms and conditions of the grant, either now or in the future, please contact us at 303.534.1937 or grants@boettcherfoundation.org.

Thank you for the dedication and hard work that you have given to the community. We are honored to support your organization's work to improve our communities right here at home in Colorado, and we hope this grant will play a role in helping your organization reach new heights.

Sincerely,

Boettcher Foundation

By: 
President & CEO

Accepted by Gunnison County Board of Commissioners (for Gunnison County Juvenile Services):

Name: _____

Signature: _____

Title: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement to Disburse Colorado O

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Signature required for IGA between Gunnison County and Ouray County for a grant from the Colorado Opioid Abatement Council. IGA includes details about agreement between Gunnison County and Ouray County, who is serving as the subcontractor as part of regional work required by the

Fiscal Impact:

Submitted by: Kyle Tibbett

Submitter's Email Address: ktibbett@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 11/14/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/14/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry

Discharge Date: 11/14/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 11/18/2025

INTERGOVERNMENTAL AGREEMENT TO DISBURSE COLORADO OPIOID ABATEMENT COUNCIL GRANT FUNDS

This Intergovernmental Agreement to Disburse Colorado Opioid Abatement Council (COAC) Grant Funds ("Agreement") is made and entered into effective on the date of the last signature herein, by and among the Board of County Commissioners of Gunnison County ("Gunnison County" or "Grant Recipient") and the Board of County Commissioners of Ouray County (Grant Sub-Recipient"), which are organized under and by virtue of the laws of the State of Colorado, and are collectively referred to herein as the "Parties" and individually as "Party."

RECITALS

WHEREAS, each of the Parties is authorized by C.R.S. § 29-1-201 *et seq.* to cooperate and contract with one another to provide services or facilities lawfully authorized to each of the cooperating or contracting Parties, including the sharing of costs; and

WHEREAS, Gunnison County and Ouray County previously signed an Intergovernmental Agreement creating the collaborative body known as West Central Public Health Partnership in order to protect the people and environment within each of the respective Counties and to promote health and prevent disease, which will result in optimal health for all the citizens of our respective Counties; and

WHEREAS, Gunnison County has applied for and received a federal grant from COAC for the purpose of increasing prevention, treatment, and recovery support; and

WHEREAS, Gunnison County received a Notice of Award from COAC on May 14, 2025, under COAC Round 3 Infrastructure Funding Opportunity, hereinafter referred to as "Notice of Award"; and

WHEREAS, the Sub-Recipient desires to provide services for the purpose of increasing prevention, treatment, and recovery support in Ouray County; and

WHEREAS, Gunnison County desires to engage the Grant Sub-Recipient to provide Services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services");

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

1. OBLIGATION OF THE PARTIES.

The Parties shall perform their respective obligations as set forth in this Agreement and the Notice of Award.

Grant Sub-Recipient shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Grant Sub-Recipient's health department and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof.

2. STATUTORY OBLIGATIONS.

Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

3. TERM.

The term of this Agreement shall commence on the date of the last signature below, and shall terminate on December 31, 2026, unless sooner terminated or replaced as provided herein. However, this Agreement may include reimbursement for Grant Sub-Recipient's work performed beginning on or after July 1, 2025, which is prior to the executed date of this Agreement, in accordance with funds availability pursuant to the May 14, 2025, Notice of Award.

4. STRATEGIC RESULT.

Execution of this Agreement will assist the Parties to promote optimal community health, wellbeing, and connection through enhancing local community-based workforces to increase access to prevention, treatment, and recovery support.

5. AWARD OF GRANT MONIES.

a. AWARD. The total amount of the award to Grant Sub-Recipient is Twenty-Six Thousand and 0/100 dollars (\$26,000.00). Monthly reimbursements shall be payable within 15 days of receipt of an invoice.

b. USE OF AWARD. Grant Sub-Recipient shall use the award, and any income earned on the award funds, for the purpose of increasing prevention and recovery support. Grant Sub-Recipient will manage the award funds in accordance with applicable law, this Agreement, and the Notice of Award.

c. REVERSION OF AWARD FUNDS. Grant Sub-Recipient will return to Grant Recipient any unexpended funds at the close of the Term. Award funds shall also be promptly returned if the Grant Recipient determines that Grant Sub-Recipient is not performing in accordance with applicable law, this Agreement, or the Notice of Award.

6. REPORTS AND RECORDS.

a. REPORTS. Grant Recipient shall compile all requisite monthly progress report information from Grant Sub-Recipient and shall submit quarterly progress reports pursuant to the Reporting Requirements of the Notice of Award. Grant Sub-Recipient shall comply with the Reporting Requirements of the Notice of Award by sending reports to the Grant Recipient at the end of each month. Reporting requirements outlined in Appendix B.

b. RECORDS RETENTION. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Grant Sub-Recipient shall make such records available at Grant Recipient's request during the Term and for four (4) years after the termination or expiration of this Agreement.

7. INDEPENDENT ENTITIES.

The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. In carrying out its obligations and activities under this Agreement, Grant Sub-Recipient is acting as an independent government and not as an agent, partner, joint venture or employee of Gunnison County. Grant Sub Recipient does not have any authority to bind Gunnison County in any manner whatsoever.

Grant Sub-Recipient acknowledges and agrees that Grant Sub-Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.

8. RELEASE AND WAIVER OF LIABILITY

Grant Sub-Recipient agrees to release Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Sub-Recipient or its employees, subcontractors or agents in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

9. ASSIGNMENT.

This Agreement shall not be assigned by any Party without the prior written consent of the other Party. Any assignment without such consent will be ineffective and void and will be cause for termination of this Agreement.

10. TERMINATION.

The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Party. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.

11. MISCELLANEOUS.

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

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

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

d. NO WAIVER OF GOVERNMENTAL IMMUNITY. The Parties hereto understand and agree that each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S., or applicable Federal law. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the Parties of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

f. STATUTES, REGULATIONS, AND OTHER AUTHORITY. Any reference in this Agreement or the Notice of Award to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

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

h. SURVIVAL. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

i. WAIVER OF RIGHTS AND REMEDIES. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

j. NO THIRD-PARTY BENEFICIARIES. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

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

l. AUTHORITY TO EXECUTE. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

12. NOTICES.

Any notice, demand or communication which either Party may desire or be required to give to the other Party shall be in writing and shall be deemed sufficiently

given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:

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

With a copy to:

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

Ouray County:

County Manager
541 4th Street,
PO Box C
Ouray, CO 81427

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

13. GOVERNING LAW.

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

14. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

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

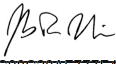
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson
Date: _____

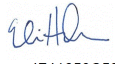
ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF OURAY COUNTY, COLORADO

Signed by:
By:  _____
C08C28AF777F41D...
Jake Niece, Chair
Date: 11/05/2025

ATTEST:

Signed by:
 _____
4741050C52954E1...
Deputy Clerk

APPENDIX "A"

SCOPE OF SERVICES

Grant Sub-Recipient shall perform and provide the following services:

1. Provide basic need support for women and children who are experiencing SUD/ODU challenges (including either spouse) across the region.
 - a. Create an application that allows women and need to apply for assistance.
 - b. Educate community organizations about the existence of this support.
 - c. Educate community about the existence of this support.
 - d. Review applications and disseminate necessary support.
 - e. Track and report the amount of support disseminated on a monthly basis to Grant Recipient.
2. Support individuals and families in recovery by hosting community events that are substance free.
3. Create and disseminate messaging materials that educate the public on overdose prevention.
4. Invoicing will occur by the 15th of the month following and will include documentation of expenses. Documentation will include:
 - a. Invoices, receipts, and description of how funds align with grant deliverables.

Gunnison County will:

1. Review monthly invoices and documentation for accuracy and notify Grant Sub Recipient within 7 days of receiving invoice of any questions. Upon receiving complete and accurate invoices with documentation, Gunnison County will pay Grant Sub-Recipient within 15 days of review and receipt of accurate invoice and documentation.

APPENDIX "B"

REPORTING REQUIREMENTS

Grant Sub-Recipient shall adhere to the following reporting requirements and submit reports to Gunnison County at the end of each month. Reports can be sent to Kyle Tibbett, ktibbett@gunnisoncounty.com.

Basic Needs Support:

Please refer to COAC's "List of Allowable Uses" to ensure that the support you are providing is an appropriate use of funds. Grant Sub-Recipient will provide information on:

- Number of individuals supported
- Category of support that was given (i.e. rental assistance, transportation, food assistance, etc.)
- How much \$\$ was given

Events:

Please refer to COAC's "List of Allowable Uses" to ensure that events you are hosting adhere to the parameters of this list. Grant Sub-Recipient will provide information on:

- Description of event held, and how it aligns with and fosters community connection.
- Total dollar amount spent on event.
- Number of individuals who attended event.

Messaging:

Please refer to COAC's "List of Allowable Uses" to ensure that your messaging adheres to the parameters of this list. Grant Sub-Recipient will provide information on:

- Description of messaging item & copy of tear-sheet or contents of social media post, radio ad, etc.
- Cost of messaging item
- Estimated reach

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 2024 Petition for Abatement is denied and the Assessor's Recommendation has been filled out.
Legal: LOTS 23 & 24. BLOCK 4. CRESTED BUTTE

Fiscal Impact:

Submitted by: Heather MacDonald

Submitter's Email Address: hmacdonald@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/5/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☐

Consent Agenda

☒

Regular Agenda

☐

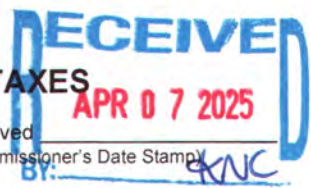
Worksession

Time Allotted: 15

Agenda Date: 11/18/2025

SCANNED

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: March 31, 2025
Month Day Year

Petitioner's Name: HARRY A MILLER IV

Petitioner's Mailing Address: 115 BAIRD AVE
Dripping Springs, TX 78620
City or Town State Zip Code

***** PLEASE CONDUCT ALL CORRESPONDENCE THROUGH PETITIONER'S AGENT *****

SCHEDULE OR PARCEL NUMBER R003030 PROPERTY ADDRESS 215 Teocalli Ave
Crested Butte CO 81224

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) 2024 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.)

Assessor's valuation is not supported by physical inspection(s) and/or actual knowledge, that if known by the Assessor, would have resulted in a lower valuation for the subject property. Please see attached valuation analysis and other supporting data.

Petitioner's estimate of value: \$3,300,000 (2024)
Value Year(s)

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 (_____) _____
Will H. Ford, 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 2024
Actual Assessed Tax
Original \$4,757,120 \$3,150,400 \$22,206.54
Corrected \$4,017,210 \$2,654,700 \$18,712.45
Abate/Refund \$739,910 \$49,570 \$3,494.09

☒ 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: 2024 Protest? ☒ No ☐ Yes (if a protest was filed, please attach a copy of the NOD.)

☐ Assessor recommends denial for the following reason(s):

Alexandra Cohen
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 _____		
	<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 that the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

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



March 6, 2025

Mills Ford
AVPros, LLC
3199 South Pearl Street
Englewood, Colorado 80113

RE: Filing a protest and/or appeal with regard to the **2024** assessed value with the County Assessor in the county where my property is located for my property known as: **215 Teocalli Ave, Crested Butte CO 81224**, legally titled in the name of **HARRY A MILLER IV** with Parcel Identification Number: **PIN: R003030**.

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 **2024** 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:  3-10-25
Date

Name: HARRY A MILLER IV
(Print)

[NOTE: If Owner is an LLC, corporation, or other entity, then REPLACE the Owner's signature block above with the following signature block]

Entity Name

By: _____
Date

(Print Name)

3199 South Pearl Street
Englewood, CO 80113
mills@avprotestpros.com
303.757.2570 / 303.625.7600

March 31, 2025

Assessor's Office Gunnison County
221 North Wisconsin St. Suite A
Gunnison, CO 81230

RE: 2019 assessment value property appeal for property whose address is **215 Teocalli Ave, Crested Butte CO 81224**, and PIN: **R003030**.

Gunnison County Assessor,

Description of the Subject and Application of the Sales Comparison Approach — The subject property is a 2,511 square foot above ground 3-story frame/stucco residence of good quality built in 1993 and substantially remodeled later which advanced its effective age to 2006, with no basement and an attached 406 square foot 2-car garage located on a 6,250 square foot landscaped lot in downtown Crested Butte. In accepting this assignment, it became apparent to me that the subject property was purchased by the current owner approximately seven months after the end of the 2024 tax assessment valuation base sale period. The purchase of the subject property closed on March 13, 2023 for a price of \$3,550,000, substantially lower than the Assessor's \$4,757,120 assessed value for 2023. The property was listed with a local real estate brokerage firm, so the transaction appears to be a market sale, even though it did not go under contract until after the listing expired. Despite the sale occurring after the end of the base sale period, the relevance of that sale transaction should not be ignored in the process of determining its 2024 value for tax assessment purposes. For one thing, the condition of the subject property was different on January 1, 2024, than it was on January 1, 2023; primarily due to a change in ownership at a less-than-anticipated broker asking price. As market conditions appear to have been relatively stable at the time of sale, it must have been changes in the subject property's physical condition that resulted in the March 13, 2023 closing at the \$3,550,000 sales price.

According to the records, the quality grade of the subject is good. Of the five sales used, three are of similar good quality grade, while the remaining two are of average quality, for which a positive adjustment was made. All of the sales used are 2-3-story residences, and have effective ages that range from 2004 to 2012, a reasonable match for the subject's 2006 effective age. Lot sizes for the five sales used ranged from 0.215 to 0.144 acres, a reasonable match for the subject's 0.144-acre site. Land adjustments to the sales used were made based on estimated land values contained in the public records, adjusted for estimated market value differences. The sales comparison grid with descriptions of the sales is attached to this report.

I looked at numerous sales, in the downtown Crested Butte area focusing on properties in close proximity to the subject, with similar square footage, stories, quality, age, utility, lot sizes, basement size, basement finish, and garage situation. The indicated value range for the subject is \$2,391,933 to \$3,797,725. Sales 2 and 4 are considered the best sales because of small net adjustment, and the fact that their indicated values bracket the subject's indicated value. Sales 1 and 3 are the next best sales because of the next smallest net

adjustment and the fact their indicated values bracket the subject's indicated value. Sale 5 is helpful in setting a higher range of indicated value for the subject property. An annual TASP adjustment of +9.78% was used based on local economic indices and linear regression analysis of property sales in the subject's area and price range.

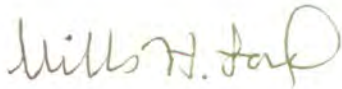
It is interesting to note that the subject property sold 7 months after the end of the base sale period on March 13, 2023 for a price of \$3,550,000. The subject's sale in 2023 appears to be a market sale. In other words, as of January 1, 2024, the that date for the subject's existing condition for 2024's value for tax assessment purposes, there was a new owner of the property for over 8 months as of January 1 2024. Whereas, this March 13, 2023 sale cannot be used as a sale in the Sales Comparison Approach for 2023 or 2024 assessed valuation purposes, as it did not occur prior to July, 1, 2022, I argue that the condition of the subject property as of January 1, 2024 is substantially different than it was on January 1, 2023. It is this difference in condition that necessitates a re-evaluation of the subject's condition as of January 1, 2024, including what might have prompted the subject property's sale on March 13, 2023 for purchase price of \$3,550,000. My 2024 valuation estimate herein is based on considering the subject property's January 1, 2024 condition as it relates to the indicated values from the five sales used in my Sales Comparison Approach included in this report.

Based on my analysis, as described above, and in the included Sales Comparison Approach, I estimate the value of the subject property, for 2024 tax assessment purposes, as of June 30, 2022, to be \$3,300,000.

Additional information and illustrative material regarding my value estimate are contained in the attached Sales Comparison Grid.

Thank you for your consideration.

Respectfully submitted,



Mills H. Ford
Certified General Appraiser
Lic. # CG01316568

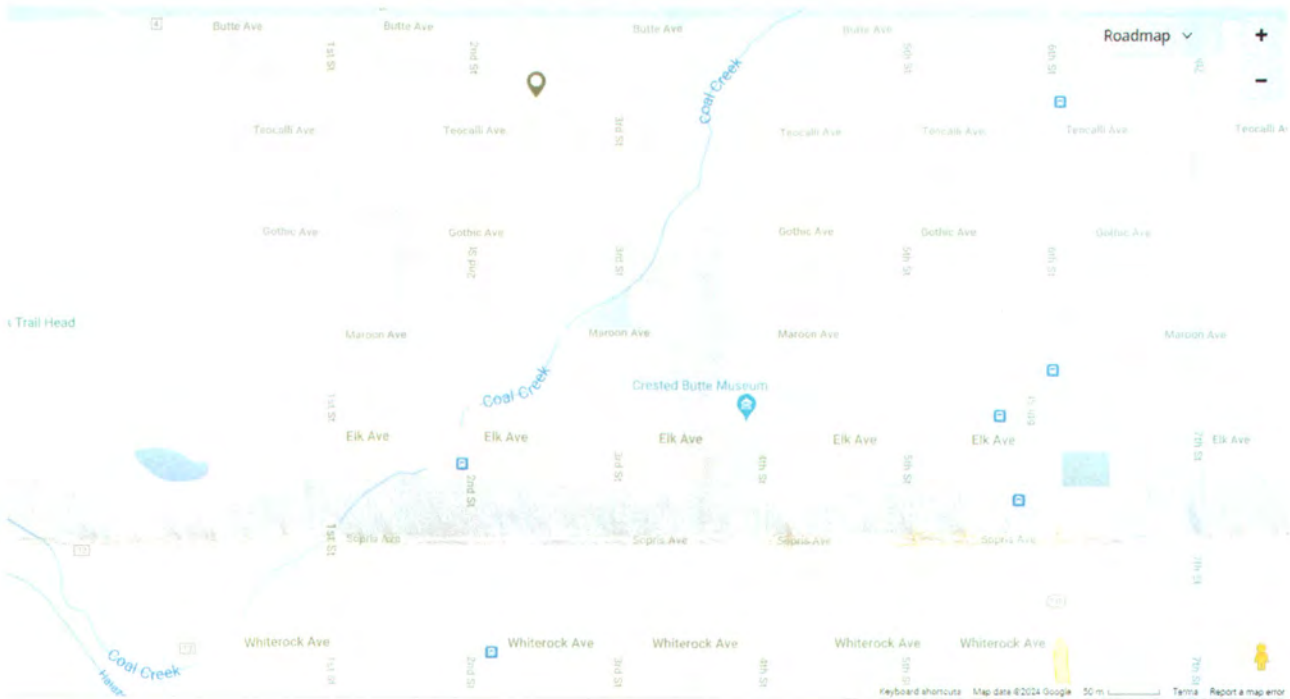
SUBJECT PROPERTY



AERIAL PHOTO OF SUBJECT



SUBJECT LOT LOCATION MAP



SUBJECT LOT DETAILS

Property Map



*Lot Dimensions are Estimated

X		3,678,013		2,391,933		3,268,051		3,368,700		3,797,725	
SUBJECT	Adj.	SALE 1	#1 ADJ.	SALE 2	#2 ADJ.	SALE 3	#3 ADJ.	SALE 4	#4 ADJ.	SALE 5	#5 ADJ.
MILLER		110		106		127		122		129	
R003030		R003106		R003086		R043384		R031583		R070748	
Crested Butte		Crested Butte		Crested Butte		Crested Butte		Kapushion Ad		Crested Butte	
215		221		220		401		219		404	
Teocalli Ave		Maroon Ave		Teocalli Ave		Gothic Ave		Butte Ave		Butte Ave	
Crested Butte		Crested Butte		Crested Butte		Crested Butte		Crested Butte		Crested Butte	
Good		Good		Good		Good		Good		Good	
SINGLE FAMILY		SINGLE FAMILY		SINGLE FAMILY		SINGLE FAMILY		SINGLE FAMILY		SINGLE FAMILY	
0.144		0.115		0.144		0.144		0.215		0.144	
\$502,590	100%	\$488,910	13,680	\$502,590		\$502,590		\$900,910	-398,320	\$577,980	-75,390
3		2		2		3		2		3	
Good	5%	Average	149,455	Good		Good		Average	138,296	Good	
400	400	300		400		400		300		400	
	\$45,000										
2,511		1,884	654,460	2,204	179,229	2,928	-353,524	2,923	-307,944	3,108	-575,598
	\$48										
	\$96										
2006	\$1.8	2008	-34,161	2004	27,287	2013	-186,946	2004	31,611	2012	-159,792
1993		1991		1973		2013		1999		2012	
4		3		5		4		4		3	
5		3		5		5		4		4	
	\$16,500										
Attached Garage		Attached Garage		Built-In		Garage		Detached Garage		Garage	
406	\$52	341	3,380		21,112	600	-10,088		21,112	528	-6,344
\$2,370,630		\$2,282,110		\$1,933,250		\$3,351,160		\$1,931,450		\$3,521,040	
\$502,590		\$488,910		\$502,590		\$502,590		\$900,910		\$577,980	
\$4,757,120		\$3,478,000		\$2,890,200		\$5,176,250		\$3,666,830		\$5,238,570	
3/13/23		12/1/20		6/15/20		3/4/22		12/29/21		8/18/21	
\$3,550,000		\$2,500,000		\$1,800,000		\$3,700,000		\$3,700,000		\$4,250,000	
				ADJUSTABLE		, , FIXED RA					
Realist		Realist		Realist		Realist		Realist		Realist	
6/30/22	9.78%	6/30/22		6/30/22		6/30/22		6/30/22		6/30/22	
	0.8150%	15.6480%		20.2392%		3.2057%		4.9715%		8.5847%	
			2,891,200		\$2,164,305		\$3,818,610		\$3,883,946		\$4,614,848
		1,046		321		39		356		283	
	\$1.25		1,043.80		583.81		847.78		747.44		964.15
			786,813		227,628		-550,559		-515,245		-817,124
			1,952.24		1,085.27		1,116.14		1,152.48		1,221.92
			3,678,013		2,391,933		3,268,051		3,368,700		3,797,725
\$4,757,120											
MEAN		\$3,300,885									
MEDIAN		\$3,368,700									
	6/30/22	\$3,300,000									
\$ p/SF	\$1,314.22										
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, stories, quality, age, utility, lot sizes, basement size, basement finish, and garage situation. The indicated value range for the subject is \$2,391,933 to \$3,797,725. Sales 2 and 4 are considered the best sales because of small net adjustment, and the fact that their indicated values bracket the subject's indicated value. Sales 1 and 3 are the next best sales because of the next smallest net adjustment and the fact their indicated values bracket the subject's indicated value. Sale 5 is helpful in setting a higher range of indicated value for the subject property. An annual TASP adjustment of +9.78% was used based on local economic indices and linear regression analysis of property sales in the subject's area and price range. It is interesting to note that the subject property sold 7 months after the end of the base sale period on March 13, 2023 for a price of \$3,550,000. The subject's sale appears to be a market sale.											

PHOTOS OF SUBJECT AND COMPARABLE SALES



SUBJECT
 215 Teocalli Ave
 Above Gr SF 2,511
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price
 Sale Date



SALE 1
 221 Maroon Ave
 Above Gr SF 1,884
 Basement
 Fin Bsmnt
 Lot Size Ac 0.115
 Sale Price \$2,500,000
 Sale Date 12/1/20



SALE 2
 220 Teocalli Ave
 Above Gr SF 2,204
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price \$1,800,000
 Sale Date 6/15/20



SALE 3
 401 Gothic Ave
 Above Gr SF 2,928
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price \$3,700,000
 Sale Date 3/4/22



SALE 4
 219 Butte Ave
 Above Gr SF 2,923
 Basement
 Fin Bsmnt
 Lot Size Ac 0.215
 Sale Price \$3,700,000
 Sale Date 12/29/21



SALE 5
 404 Butte Ave
 Above Gr SF 3,108
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price \$4,250,000
 Sale Date 8/18/21



3199 South Pearl Street
Englewood, Colorado 80113

CERTIFIED MAIL®



9589 0710 5270 0609 3492 86

RETURN RECEIPT
REQUESTED

Gunnison County Assessor
221 N. Wisconsin St., Suite A
Gunnison, CO 81230



ATTENTION: ABATEMENT PETITION ENCLOSED



U.S. POSTAGE PAID
FCM LETTER
ENGLEWOOD, CO 80113
APR 02, 2025



81230

\$9.96

S2324H500322-13

Retail



RDC 99



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE



Gunnison County Board of County Commissioners

Phone: (970) 641-0248 | Fax: (970) 641-3061

Email: bocc@gunnisoncounty.org

Website: www.GunnisonCounty.org

November 19, 2024

AGENT: Mills H Ford, AVPros, LLC
Harry A Miller IV
115 Baird Ave
Dripping Springs, TX 78620

RE: Petition for Abatement or Refund of Taxes

Account Number: R003030
Parcel Number: 3255-031-25-011
Legal Description: LOTS 23 & 24, BLOCK 4, CRESTED BUTTE
Property Tax Year: 2023

Dear Property Owner,

The Board of County Commissioners of Gunnison County, Colorado, by motion at its meeting on Tuesday, November 19, 2024, approved in part the Petition for Abatement or Refund of Taxes for schedule number R003030, tax years 2023.

If you are not satisfied with the Board of County Commissioner's decision, you may appeal to the Colorado Board of Assessment Appeals within thirty (30) days of the date of the decision. C.R.S. § 39-10-114.5.(1).

Board of Assessment Appeals
1313 Sherman St., Suite 315
Denver, CO 80203
baa@state.co.us
(303) 864-7710

Sincerely,

A handwritten signature in blue ink, appearing to read "Holly Perry".

Holly Perry
Clerk to the Board of County Commissioners

Encl: Original *Petition for Abatement or Refund of Taxes* form; *Decision of the County Commissioners* form
Cc: Petitioner's Agent, fordidit@att.net
Kristy McFarland, County Assessor, KMcfarland@gunnisoncounty.org
Alexandra Cohen, Senior Appraiser Analyst, ACohen@gunnisoncounty.org

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: March 14, 2024
Month Day Year

Petitioner's Name: HARRY A MILLER IV

Petitioner's Mailing Address: 115 BAIRD AVE

Dripping Springs, TX 78620

City or Town

State

Zip Code

***** PLEASE CONDUCT ALL CORRESPONDENCE THROUGH PETITIONER'S AGENT *****

SCHEDULE OR PARCEL NUMBER

PROPERTY ADDRESS

R003030

215 Teocalli Ave

Crested Butte CO 81224

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) 2023 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.)

Assessor's valuation is not supported by physical inspection(s) and/or actual knowledge, that if known by the Assessor, would have resulted in a lower valuation for the subject property. Please see attached valuation analysis and other supporting data.

Petitioner's estimate of value:

\$3,300,000

(2023)
Value Year(s)

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

Agent's Signature

Daytime Phone Number (303) 757.2570 / fordidit@att.net
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 § 39-2-126, 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 2023

	Actual	Assessed	Tax
Original	\$ 4,757,120	\$ 315,040	\$ 21,603.24
Corrected	\$ 4,017,210	\$ 265,470	\$ 18,204.07
Abate/Refund	\$ 739,910	\$ 49,570	\$ 3,399.16

☒ 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: 2023 Protest? ☒ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☐ Assessor recommends denial for the following reason(s):

Alexandra Che
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 _____		
	Actual	Assessed	Tax
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 Gunnison County, State of Colorado, at a duly and lawfully called regular meeting held on 11 / 19 / 24, at which meeting there were present the following members:

Jonathan Hawk, Elizabeth Smith, Laura Puckett Daniels

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's Representative Alexandra Cohen (being present - not present) and

Petitioner's Agent Mills Ford (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:

2023 \$49,570 \$3,392.16
Year Assessed Value Taxes Abate/Refund

[Signature]
Chairperson of the Board of County Commissioners' Signature

Holly Perry 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 19th day of November, 2024.
Month Year

[Signature]
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 _____

15-DPT-AR No. 920-68/11

3/14/2024

PAGE 2

2024

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:	Harry A Miller IV
Account Number:	R003030
Parcel Number:	3255-031-25-011
Legal Description:	Lots 23 & 24, Block 4, Crested Butte
Current Value:	\$4,757,120
Recommended Value:	\$4,017,210

ABATEMENT	Residential Sales Examples
2024	Inventory and Account Value Summary

OWNER: HARRY A MILLER IV
115 BAIRD AVE
DRIPPING SPRINGS, TX 78620

ACCOUNT #: R003030
PARCEL #: 3255-031-25-011
ECONOMIC AREA: 2



ACCOUNT NUMBER:

R003030

R041055

R044289

R041045

R031567

PROPERTY ADDRESS:

3255-031-25-011	3255-022-50-004	3255-031-06-005	3255-022-34-003	3177-344-01-012
-----------------	-----------------	-----------------	-----------------	-----------------

LOCATION:

215 Teocalli Ave	818 Elk Ave	507 Gothic Ave	821 Elk Ave	3 Ruths Rd
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LEGAL DESCRIPTION:

Town of Crested Butte	Town of Crested Butte	Town of Crested Butte	Town of Crested Butte	Town of Crested Butte
-----------------------	-----------------------	-----------------------	-----------------------	-----------------------

LAND SIZE (SQ FT):

Lots 23 & 24, Block 4, Crested Butte	Tract 4, Block 68, Verzuh Ranch Annexation, Crested Butte	Lots 20 & 21, Block 12, Crested Butte	Tract 7, Block 69, Verzuh Ranch Annexation, Crested Butte	Lot 12, Kapushion Subdivision
--------------------------------------	---	---------------------------------------	---	-------------------------------

ARCHITECTURAL STYLE:

6,250	6,000	6,250	6,000	7,788
-------	-------	-------	-------	-------

EFFECTIVE YEAR BUILT:

Conventional	Conventional	Conventional	Conventional	Conventional
--------------	--------------	--------------	--------------	--------------

CONSTRUCTION QUALITY:

2006	2010	2007	2020	2001
------	------	------	------	------

CONDITION:

Good Plus	Good Plus	Good Plus	Good Plus	Good
-----------	-----------	-----------	-----------	------

RESIDENTIAL SQ FT:

Good	Good	Very Good	Very Good	Good
------	------	-----------	-----------	------

BASEMENT SQ FT:

2,511	2,344	2,134	3,014	2,638
-------	-------	-------	-------	-------

GARAGE/SHED SQ FT:

0	0	860 Finished/272 Unf.	0	0
---	---	-----------------------	---	---

EQUIVALENT SQ FT:

406	576	180	684	301
-----	-----	-----	-----	-----

2,613	2,488	3,039	3,185	2,713
-------	-------	-------	-------	-------

SALE DATE:

10/4/2021	9/9/2021	6/4/2021	5/18/2021
-----------	----------	----------	-----------

SALES PRICE:

\$3,325,000	\$3,700,000	\$3,700,000	\$3,100,000
-------------	-------------	-------------	-------------

TIME ADJUSTED SALES PRICE:

\$3,775,870	\$4,340,470	\$4,794,460	\$4,154,930
-------------	-------------	-------------	-------------

TASP PER EQUIVALENT SQ FT:

\$1,518	\$1,428	\$1,505	\$1,531
---------	---------	---------	---------

COMPARABILITY:

SIMILAR	SIMILAR	SIMILAR	INFERIOR
---------	---------	---------	----------

CURRENT VALUE:

\$4,757,120

RECOMMENDED VALUE:

\$4,017,210

VALUE PER EQUIVALENT SQ FT:

\$1,537

Narrative

The subject property is a good quality, good condition residence located in the Town of Crested Butte. Originally built in 1993, it underwent an extensive remodel in 2016 and was rebuilt from the studs. The overall effective year built is 2006. Four example sales were selected from the full array of single family residence sales in the Town of Crested Butte. The first three are the same quality as the subject, while sale 4 is a slightly lower quality. Sales 1 and 4 are very close in size to the subject property, with sales 2 and 3 being somewhat larger. The subject property has a built-in garage, while sales 1, 3, and 4 have detached garages. Sale 2 does not have a garage. These and other single family residence sales in the Town of Crested Butte support a valuation of \$4,017,210.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Other Approval

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

A 2023 abatement petition for an amount over \$10,000 will be submitted to the commissioners for approval.

Fiscal Impact:

Submitted by: Alexandra Cohen

Submitter's Email Address: acohen@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Appears legally sufficient, but it may prove helpful to request that the Assessor provide detail in the packet in advance of the hearing as to why she is recommending the abatement. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/4/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 15

Agenda Date: 11/18/2025

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: July 3, 2025
Month Day Year

Petitioner's Name: Rocking B Retreat LLC

Petitioner's Mailing Address: 2840 Tuscany Cir

Shreveport LA 71106-8415
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)
R040008

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
Tract 3, Saya Subdivision - Gothic Ave, Crested Butte

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) 2023 and NA 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.)

Petitioner contends property should be classified as residential.

Petitioner's estimate of value: \$ _____ () and \$ 1,685,310 (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 () _____
Email _____

By Bruce Cartwright Digital Signature of Bruce Cartwright
2025-07-03 10:00:00 AM - Bruce Cartwright@kroll.com
Agent's Signature* _____ Daytime Phone Number 303 749-9003

Printed Name: Bruce D. Cartwright Email bruce.cartwright@kroll.com

*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 <u>2023</u>			Tax Year _____		
		Actual	Assessed	Tax	Actual	Assessed	Tax
Original		<u>1,685,310</u>	<u>470,200</u>	<u>32,243.02</u>			
Corrected		<u>1,685,310</u>	<u>112,920</u>	<u>7,743.26</u>			
Abate/Refund		<u>0</u>	<u>357,280</u>	<u>24,499.76</u>			

☒ 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: 2023 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):

Alexandra Cohen
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 Gunnison 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

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

Appointment of Agency for Property Tax Matters

Kroll LLC is authorized to represent **Rocking B Retreat LLC** on property tax matters in Colorado, pertaining to the vacant lot owned in Crested Butte, Colorado, Gunnison County, account number R0400008.

Any and all previous authorizations are hereby revoked. Kroll LLC is authorized to act on our behalf in obtaining and providing information, negotiating, settling and assessing for all property tax matters. This agent is delegated full authority to handle all matters relative to assessments and to represent us, with the assistance of legal counsel, if necessary, in the appeal process.

This appointment of agency is in effect for tax years 2023-2024 unless revoked in writing by **Rocking B Retreat LLC** or Kroll LLC.

All correspondence should be directed to the following:

NAME: Bruce D. Cartwright

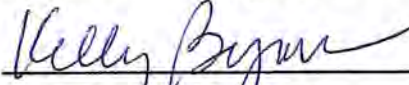
Kroll LLC

ADDRESS: 1624 Market St., Suite 226, PMB 94453

Denver, Colorado 80202

303-749-9003

Bruce.Cartwright@Kroll.com

SIGNED: 

NAME/TITLE: Kelly Byram, Member

(LLC Member)

DATE EFFECTIVE: _____

NOTARIZATION:

Stella Dominguez, Gunnison County, CO

Rec Fee: \$11.00 Doc Fee: \$0.00 eRecorded

STATEMENT OF AUTHORITY
(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named:
Rocking B Retreat, LLC.
2. The type of entity is a limited liability company.
3. The entity is formed under the laws of Colorado.
4. The mailing address of the entity is:
1020 West Pointe Circle, Shreveport, LA 71106.
5. The names and positions of the persons authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity are:
Kevin Monroe Byram and Kelly Gene Byram, Managers
6. The authority of the foregoing persons to bind the entity is not limited.
7. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.
8. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed this 20th day of March, 2012.

Rocking B Retreat, LLC, a Colorado limited liability company

By: _____

Kevin Monroe Byram, Manager

Kelly Gene Byram, Manager

STATE OF Louisiana
Parish) ss.
COUNTY OF Caddo)

The foregoing Statement of Authority was acknowledged before me this 20th day of March, 2012, by Kevin Monroe Byram and Kelly Gene Byram, Managers of Rocking B Retreat, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

GERALD D. GARY, JR.
NOTARY PUBLIC ID # 50427
CADDO PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE

Notary Public



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison Valley Land Preservation Fund Grant Agree

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison Ranchland Conservation Legacy

Term Begins: 11/18/2025

Term Ends:

Grant Contract #:

Summary:

Conservation easement on Buck Creek Ranch located on Hwy 133 in northwest Gunnison County.

Fiscal Impact: \$118,340

Submitted by: Mike Pelletier

Submitter's Email Address: mpelletier@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 11/12/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/13/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 10

Agenda Date: 11/18/2025

To: Board of County Commissioners
From: Mike Pelletier, GIS Manager
Date: November 18, 2025
RE: Conservation Easement Grant Agreements

The applicant is seeking BoCC approval for one grant agreement, which is for covering transaction costs for a conservation easement. Staff recommends approval.

The Gunnison Valley Land Preservation Board approved funding for this project at their November 5, 2025 meeting. The project has not changed materially from what was presented to the Land Preservation Board. The following is a summary of the project provided by the applicant. Please find included in your packet the grant agreement and a PDF showing maps and photos of the project.

Project Summary

Buck Creek Ranch LLC is donating a conservation easement to Colorado West Land Trust on 492 acres located along Highway 133 in northwestern Gunnison County at the foot of the Raggeds Wilderness Area. Buck Creek LLC purchased the ranch from Roberts Land & Cattle LLC in January 2025. The principal owner is an experienced rancher with businesses in the North Fork Valley of Delta and Gunnison Counties. He operates Buck Creek Ranch as a stand-alone seasonal cow/calf enterprise. The ranch includes agricultural land that is used for irrigating native grass hay pastures and for livestock grazing.

The conservation easement protects the entirety of the ranch and prohibits future subdivision. The existing seven county tax parcels must forever be sold as one. Four building areas are permitted: the Headquarters Building Area of 5.0 acres around existing headquarters structures, the South Building Area of 1.75 acres around existing structures, the Cabin Building Area of 2.0 acres around an existing seasonal cabin, and the South Cabin Building Area of 2.0 acres around an existing relict cabin. The building areas cannot be separated from the ranch. Water rights will be tied to the land through the terms of the CE. Mineral rights will be retired into the easement.

Buck Creek Ranch is adjacent to Gunnison National Forest and the Raggeds Wilderness Area on the east. Six conservation easements totaling 5,689 acres are within five miles of the ranch. The entirety of the property is visible from State Highway 133, other public roads in the McClure Pass area, and the officially designated “West Elk Loop Scenic Byway” along State Highways 133, 12, 135 and 92. Buck Creek Ranch provides scenic and open vistas to drivers along these roads.

The ranch contains irrigated meadows, sagebrush shrubland, subalpine forest and riparian areas. Springs, ponds, 1.5 miles of East Muddy Creek and 0.5 miles of Buck Creek provide water resources for wildlife and livestock. These habitats provide forage, cover,

breeding grounds and migration corridors for a variety of wildlife, including American peregrine falcon, bald eagle, ferruginous hawk, and northern leopard frog, all Colorado Species of Concern.

The ranch lies within the overall ranges of big game species important to the biodiversity of the region, including black bear, elk, moose, mountain lion and mule deer. The landowner is donating 100% of the conservation easement value. The Land Preservation Funds constitute 6% of the total project value, which is the sum of the appraised value of the conservation easement and all of the transaction costs. The Buck Creek Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: Buck Creek Ranch Conservation Easement

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

Grantee: Gunnison Ranchland Conservation Legacy

Address: 210 W Spencer Ave Suite C, Gunnison, CO 81230

Contact name: Susan Lohr

Telephone: 970 641-4386

Date: 11/06/2025

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this _____, 2025, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and Gunnison Ranchland Conservation Legacy, ("GRCL"), (jointly the "Parties"), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL ("Grantee") has applied to the GVLPB for funding of a project known as Buck Creek Ranch Conservation Easement ("Project") more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B ("Project Summary") and Exhibit C ("Budget") and Exhibit D ("Property") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$ 118,340 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLBPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLBPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLBPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLBPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLBPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.
6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLBPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.
7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:
- A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.
 - B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLBPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver.* Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLBP, in writing, of its determination for a request of a change of use review. The GVLBP will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLBP any additional documentation requested by the GVLBP as a result of its receipt of the change of use request. The GVLBP will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLBP in its sole discretion will determine whether to grant, deny, or condition the GVLBP's approval. Further, no change of use shall be made without the GVLBP's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

- A. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

G. *Fax and Counterparts.* This Grant Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Grant Agreement transmitted by facsimile as if they were original signatures.

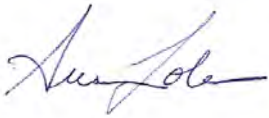
H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.

I. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.

J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Grant Agreement effective as of _____.



GRANTEE

Gunnison Ranchland Conservation Legacy
Susan Lohr, Executive Director

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

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Commissioner

Jonathan Houck, Commissioner

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLBP contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLBP contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession."

12. The following language will be included in a section describing "Perpetual Duration" or similarly titled section:

"This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property (provided that Gunnison County has consented to a transfer of this Easement by Grantee pursuant to Section 12 (Transfer of Easement) herein), except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer."

13. The following language will be included in a section describing "Written Notices" or similarly titled section:

To Gunnison County: Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

14. The following language will be included in a section describing "No Third Party Enforcement" or similarly titled section:

"This Deed is entered into by and between Grantor and Grantee, and does not create rights or responsibilities for the enforcement of its terms in any third parties beyond Grantor, Grantee, and Gunnison County."

Exhibit B- “Buck Creek Ranch Conservation Easement” Project Summary

Buck Creek Ranch LLC is donating a conservation easement to Colorado West Land Trust on 492 acres located along Highway 133 in northwestern Gunnison County at the foot of the Raggeds Wilderness Area. Buck Creek LLC purchased the ranch from Roberts Land & Cattle LLC in January 2025. The principal owner is an experienced rancher with businesses in the North Fork Valley of Delta and Gunnison Counties. He operates Buck Creek Ranch as a stand-alone seasonal cow/calf enterprise. The ranch includes agricultural land that is used for irrigating native grass hay pastures and for livestock grazing.

The conservation easement protects the entirety of the ranch and prohibits future subdivision. The existing seven county tax parcels must forever be sold as one. Four building areas are permitted: the Headquarters Building Area of 5.0 acres around existing headquarters structures, the South Building Area of 1.75 acres around existing structures, the Cabin Building Area of 2.0 acres around an existing seasonal cabin, and the South Cabin Building Area of 2.0 acres around an existing relict cabin. The building areas cannot be separated from the ranch. Water rights will be tied to the land through the terms of the CE. Mineral rights will be retired into the easement.

Buck Creek Ranch is adjacent to Gunnison National Forest and the Raggeds Wilderness Area on the east. Six conservation easements totaling 5,689 acres are within five miles of the ranch. The entirety of the property is visible from State Highway 133, other public roads in the McClure Pass area, and the officially designated “West Elk Loop Scenic Byway” along State Highways 133, 12, 135 and 92. Buck Creek Ranch provides scenic and open vistas to drivers along these roads.

The ranch contains irrigated meadows, sagebrush shrubland, subalpine forest and riparian areas. Springs, ponds, 1.5 miles of East Muddy Creek and 0.5 miles of Buck Creek provide water resources for wildlife and livestock. These habitats provide forage, cover, breeding grounds and migration corridors for a variety of wildlife, including American peregrine falcon, bald eagle, ferruginous hawk, and northern leopard frog, all Colorado Species of Concern. The ranch lies within the overall ranges of big game species important to the biodiversity of the region, including black bear, elk, moose, mountain lion and mule deer.

The landowner is donating 100% of the conservation easement value. The Land Preservation Funds constitute 6% of the total project value, which is the sum of the appraised value of the conservation easement and all of the transaction costs. The Buck Creek Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

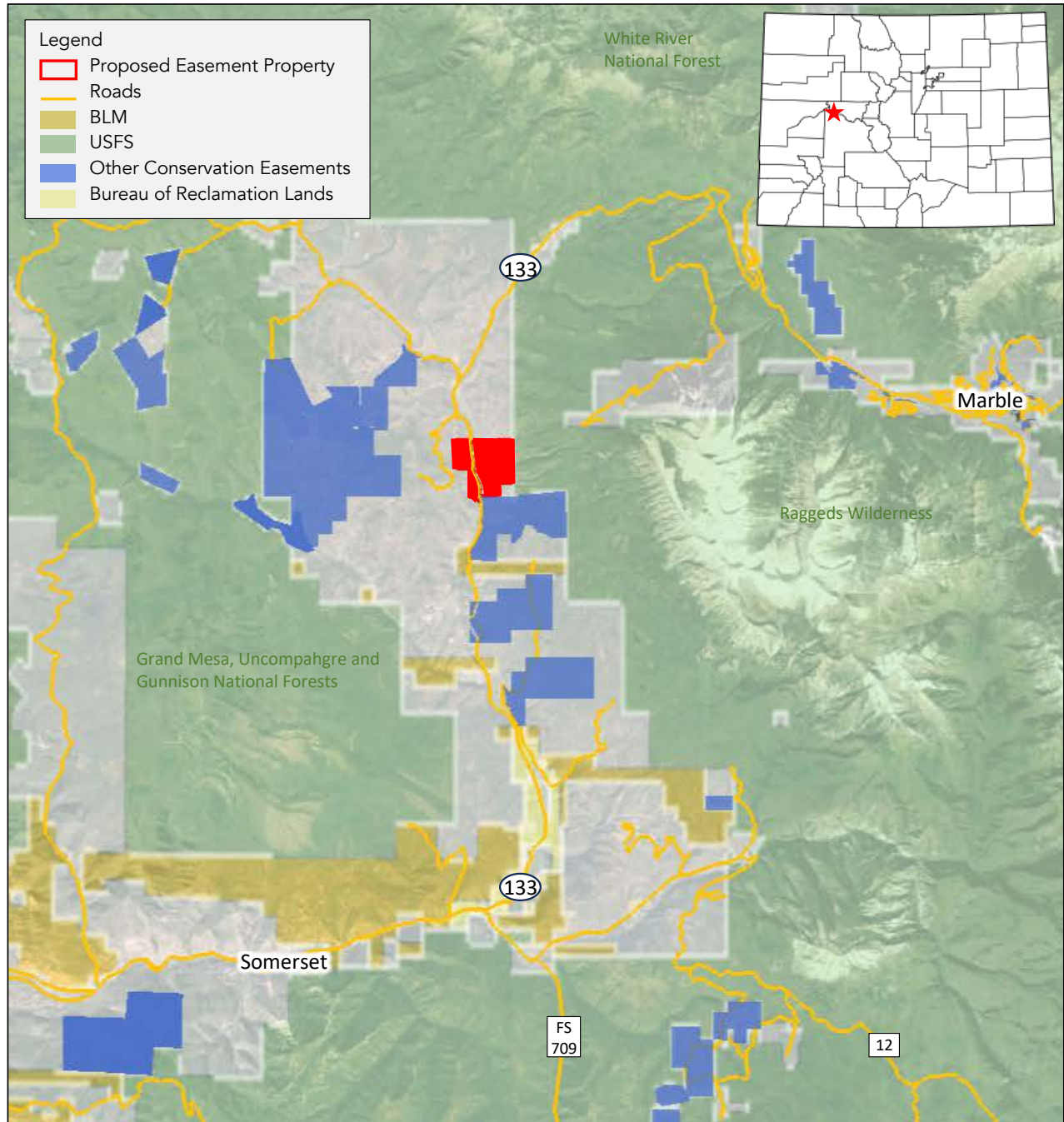
No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board on November 5, 2025.

Exhibit C- “Buck Creek Ranch Conservation Easement” Budget

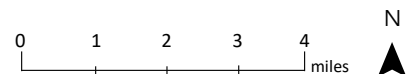
<i>Project Activities:</i>	<i>Cost:</i>
CWLT Administration Fee	15,000
CWLT Stewardship Fee	18,700
CWLT Legal Fee	15,000
GRCL Project Fee	18,000
Appraisal	23,000
Baseline Report	4,500
Water Rights Report	2,500
Minerals Report	3,500
Environmental Assessment	340
Title Insurance and Fees	6,500
State Fee	11,300
Total	118,340

Buck Creek Ranch – Location Map

491.741 acres – Gunnison County

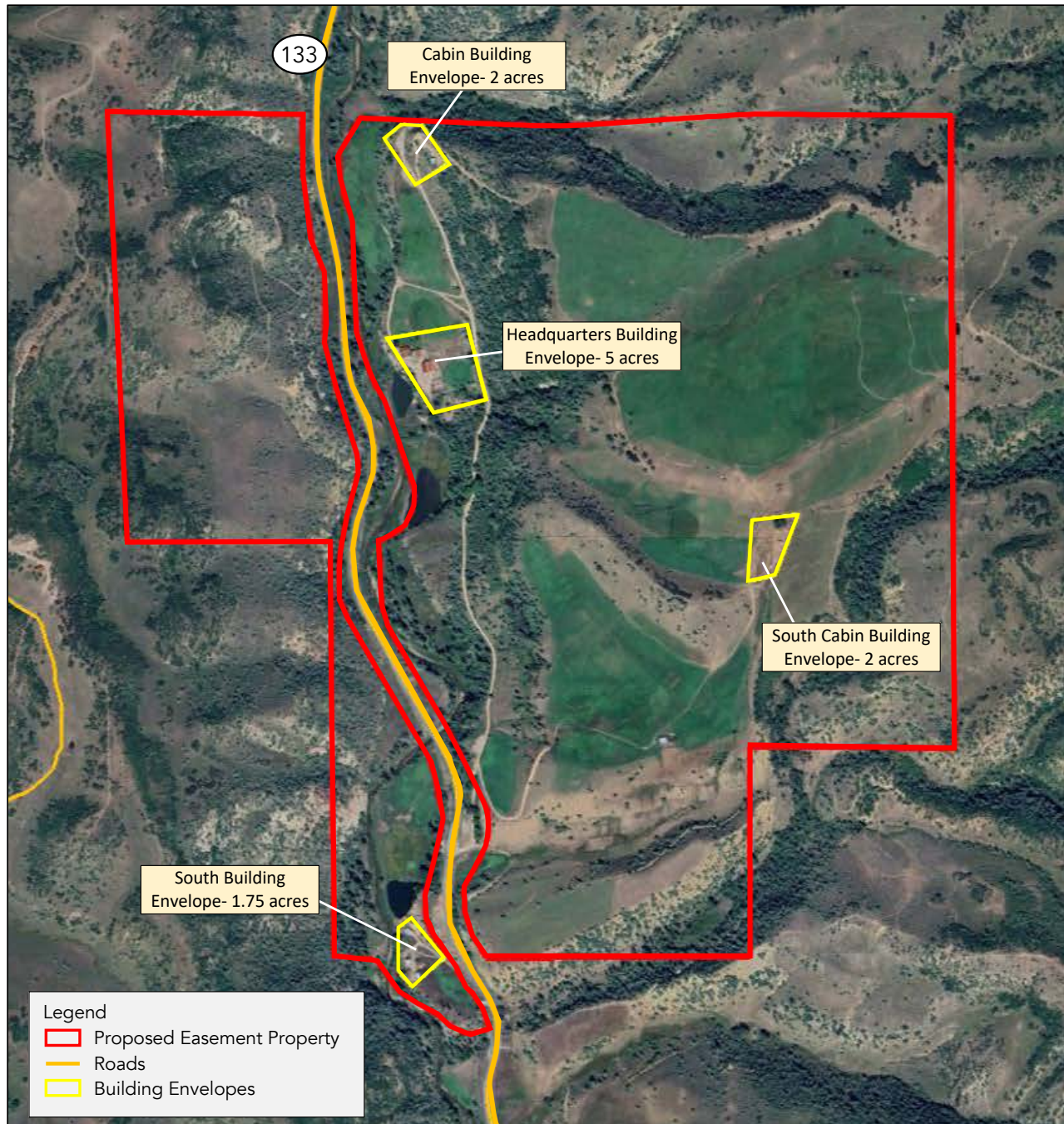


Preparer: Gunnison Ranchland Conservation Legacy Date: January 23, 2025
 Data Source: Gunnison County (roads, tax parcels); BLM (public lands); GRCL (all else). Public access should not be inferred from this map. This map is not a survey and should not be construed as one.



Buck Creek Ranch – Property Map

491.741 acres – Gunnison County



Preparer: Gunnison Ranchland Conservation Legacy Date: January 23, 2025
Data Source: Gunnison County (roads, tax parcels); BLM (public lands); Google Earth 7.3.6 (2025) CNES Airbus 39°03'25.35"N, 107°21'35.57"W. Available online at <http://google.com/earth/index.html> [Accessed 1/23/2025]; GRCL (all else). Public access should not be inferred from this map. This map is not a survey and should not be construed as one



Looking west from the northeastern area of the ranch. Highway 133 is at left.



Looking east from the central area of the ranch toward the Raggeds Wilderness Area.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2025 Abstract of Assessment Affidavit

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Annually, the County Assessor is required to file an Abstract of Assessment with the Administrator of the Colorado Division of Property Taxation no later than November 21st. This report includes all property values and counts established by the County Assessor and any changes made by the

Fiscal Impact:

Submitted by: Vicki Hildreth

Submitter's Email Address: vhildreth@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Appears legally sufficient. Recommend Assessor execute first, followed by BOCC. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/14/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/14/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 11/18/2025

Affidavit of Assessor to Assessment Roll

I, _____, the Assessor of Gunnison County, Colorado do solemnly swear that in the assessment roll of such county, I have listed and valued all taxable property located therein and that such property has been assessed for the current year in the manner prescribed by law, and that the foregoing Abstract of Assessment is a true and correct compilation of each and every schedule.

_____ Subscribed and sworn to me before this _____ day of November, AD, 2025
County Assessor

County Clerk

Certification by County Board of Equalization

I, _____, Chairman of the County Board of County Commissioners, certify that the County Board of Equalization has concluded its hearings, pursuant to the provisions of Article 8 of this title, that I have examined the Abstract of assessment and that all valuation changes ordered by the County Board of Equalization have been incorporated therein.

_____ Subscribed and sworn to me before this ____ day of November, AD, 2025
Chairman of the Board

County Clerk

Gunnison - 2025**Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****CBOE Changes:**

Vacant	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (0010)	0	0	0	0	0
Residential Lots (0100)	14	-1,805,110	0	0	-1,805,110
Commercial Lots (0200)	2	-113,390	0	0	-113,390
Industrial Lots (0300)	0	0	0	0	0
Planned Unit Development Lots (0400)	0	0	0	0	0
Less Than 1.0 Acre (0510)	0	0	0	0	0
1.0 to 4.99 Acres (0520)	0	0	0	0	0
5.0 to 9.99 Acres (0530)	0	0	0	0	0
10.0 to 34.99 Acres (0540)	0	0	0	0	0
35.0 to 99.99 Acres (0550)	0	0	0	0	0
100.0 Acres and Up (0560)	0	0	0	0	0
Minor Structures on Vacant Land (0600)	0	0	0	0	0
Non-Minor Structures (0700)	0	0	0	0	0
Total:	16	-1,918,500	0	0	-1,918,500
Residential Local Governments	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (1020)	0	0	0	0	0
Single Family Residence (1112, 1212)	57	70,470	-403,010	0	-332,540
Farm/Ranch Residences (4277)	0	0	0	0	0
Duplexes-Triplexes (1115, 1215)	3	0	-57,840	0	-57,840
Multi-Units (4-8) (1120, 1220)	0	0	0	0	0
Multi-Units (9 & Up) (1125, 1225)	0	0	0	0	0
Condominiums (1230)	26	0	-152,520	0	-152,520
Manufactured Housing (1135, 1235)	0	0	0	0	0
Farm/Ranch Manufactured Housing (4278)	0	0	0	0	0
Manufactured Housing Parks (1140, 1240)	0	0	0	0	0
Partially Exempt (Taxable Part) (1150, 1250)	0	0	0	0	0
Property Not Integral to Agricultural Operation (1177, 1277)	1	20,620	0	0	20,620
Mfd Housing Not Integral to Agricultural Operation (1278)	0	0	0	0	0
Total:	87	91,090	-613,370	0	-522,280
Residential Schools	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (1020)	0	0	0	0	0
Single Family Residence (1112, 1212)	0	79,490	-454,660	0	-375,170
Farm/Ranch Residences (4277)	0	0	0	0	0
Duplexes-Triplexes (1115, 1215)	0	0	-65,270	0	-65,270
Multi-Units (4-8) (1120, 1220)	0	0	0	0	0
Multi-Units (9 & Up) (1125, 1225)	0	0	0	0	0
Condominiums (1230)	0	0	-172,010	0	-172,010
Manufactured Housing (1135, 1235)	0	0	0	0	0
Farm/Ranch Manufactured Housing (4278)	0	0	0	0	0

Gunnison - 2025**Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****CBOE Changes:**

Residential Schools	Count:	Land:	Imp:	Pers:	Total:
Manufactured Housing Parks (1140, 1240)	0	0	0	0	0
Partially Exempt (Taxable Part) (1150, 1250)	0	0	0	0	0
Property Not Integral to Agricultural Operation (1177, 1277)	0	23,260	0	0	23,260
Mfd Housing Not Integral to Agricultural Operation (1278)	0	0	0	0	0
Total:	0	102,750	-691,940	0	-589,190
Commercial	Count:	Land:	Imp:	Pers:	Total:
Airport - Possessory Interest (2020)	0	0	0	0	0
Entertainment - Possessory Interest (2021)	0	0	0	0	0
Recreation - Possessory Interest (2022)	0	0	0	0	0
Other Comm - Possessory Interest (2023)	0	0	0	0	0
Merchandising (2112, 2212)	2	0	-423,980	0	-423,980
Lodging (2115, 2215)	0	0	0	0	0
Renewable Energy (2117, 2217)	0	0	0	0	0
Offices (2120, 2220)	0	0	0	0	0
Recreation (2125, 2225)	0	0	0	0	0
Limited Gaming (2127, 2227)	0	0	0	0	0
Special Purpose (2130, 2230)	0	0	0	0	0
WareHouse/Storage (2135, 2235)	0	0	0	0	0
Multi-Use (3+) (2140, 2240)	0	0	0	0	0
Commercial Condominiums (2245)	14	0	-2,587,120	0	-2,587,120
Partially Exempt (Taxable Part) (2150, 2250)	0	0	0	0	0
Residential Personal Property (1410)	0	0	0	0	0
Comm Personal Property - Possessory Interest (2040)	0	0	0	0	0
Limited Gaming Personal Property (2405)	0	0	0	0	0
Other Commercial Personal Property (2410)	0	0	0	0	0
Lodging Personal Property (2412)	0	0	0	0	0
Renewable Energy Personal Property (2415)	0	0	0	0	0
Total:	16	0	-3,011,100	0	-3,011,100
Industrial	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (3020)	0	0	0	0	0
Contract/Service (3112, 3212)	0	0	0	0	0
Manufacturing/Processing (3115, 3215)	0	0	0	0	0
Manufacturing/Milling (3120, 3220)	0	0	0	0	0
Refining/Petroleum (3125, 3225)	0	0	0	0	0
Industrial Condominiums (3230)	0	0	0	0	0
Industrial Personal Property - Possessory Interest (3040)	0	0	0	0	0
Other Industrial Personal (3410)	0	0	0	0	0

Gunnison - 2025

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

CBOE Changes:

Industrial	Count:	Land:	Imp:	Pers:	Total:
Total:	0	0	0	0	0
Agricultural	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (4020)	0	0	0	0	0
Sprinkler Irrigation (4107)	0	0	0	0	0
Flood Irrigation (4117)	0	0	0	0	0
Dry Farm Land (4127)	0	0	0	0	0
Meadow Hay Land (4137)	1	710	0	0	710
Grazing Land (4147)	1	1,730	0	0	1,730
Orchard Land (4157)	0	0	0	0	0
Farm/Ranch Waste Land (4167)	0	0	0	0	0
Forest Land (4177)	0	0	0	0	0
Farm/Ranch Support Buildings (4279)	0	0	0	0	0
All Other AG Property [CRS 39-1-102] (4180, 4280)	0	0	0	0	0
All Other AG Personal (4410)	0	0	0	0	0
Total:	2	2,440	0	0	2,440
Natural Resources	Count:	Land:	Imp:	Pers:	Total:
Coal (5110, 5210)	0	0	0	0	0
Coal (5410)	0	0	0	0	0
Earth or Stone Products (5120, 5220)	0	0	0	0	0
Earth or Stone Products (5420)	0	0	0	0	0
Non-Producing Patented Mining Claims (5140, 5240)	0	0	0	0	0
Non-Producing Patented Mining Claims (5440)	0	0	0	0	0
Non-Producing Unpatented Mining Claim Imps (5250)	0	0	0	0	0
Non-Producing Unpatented Mining Claims (5450)	0	0	0	0	0
Severed Mineral Interests (5170)	1	-20	0	0	-20
Total:	1	-20	0	0	-20
Producing Mines	Count:	Land:	Imp:	Pers:	Total:
Molybdenum (6110, 6210)	0	0	0	0	0
Molybdenum (6410)	0	0	0	0	0
Precious Metals (6120, 6220)	0	0	0	0	0
Precious Metals (6420)	0	0	0	0	0
Base Metals (6130, 6230)	0	0	0	0	0
Base Metals (6430)	0	0	0	0	0
Strategic Minerals (6140, 6240)	0	0	0	0	0
Strategic Minerals (6440)	0	0	0	0	0
Oil Shale/Retort (6150, 6250)	0	0	0	0	0
Oil Shale/Retort (6450)	0	0	0	0	0

Gunnison - 2025

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

CBOE Changes:

Producing Mines	Count:	Land:	Imp:	Pers:	Total:
Total:	0	0	0	0	0
Oil and Gas	Count:	Land:	Imp:	Pers:	Total:
Producing Oil Primary (7110, 7210)	2	8,280	0	0	8,280
Producing Oil Primary (7410)	0	0	0	0	0
Producing Oil Secondary (7120, 7220)	0	0	0	0	0
Producing Oil Secondary (7420)	0	0	0	0	0
Producing Gas Primary (7130, 7230)	21	-59,350	0	0	-59,350
Producing Gas Primary (7430)	6	0	0	7,760	7,760
Producing Gas Secondary (7140, 7240)	0	0	0	0	0
Producing Gas Secondary (7440)	0	0	0	0	0
CO2 (7145, 7245)	0	0	0	0	0
CO2 (7445)	0	0	0	0	0
Helium (7147, 7247)	0	0	0	0	0
Helium (7447)	0	0	0	0	0
Oil Shale/In Situ (7150, 7250)	0	0	0	0	0
Oil Shale/In Situ (7450)	0	0	0	0	0
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255)	0	0	0	0	0
Natural Gas Liquids and/or Oil & Gas Condensate (7455)	0	0	0	0	0
Pipeline Gathering System (7460)	0	0	0	0	0
Oil and Gas Rotary Drill Rigs (7470)	0	0	0	0	0
Total:	29	-51,070	0	7,760	-43,310
State Assessed	Count:	Land:	Imp:	Pers:	Total:
Total Real (8299)	0	0	0	0	0
Renewable Energy Real (8252)	0	0	0	0	0
Total Personal (8499)	0	0	0	0	0
Renewable Energy Personal (8452)	0	0	0	0	0
Total:	0	0	0	0	0
Exempt Local Governments	Count:	Land:	Imp:	Pers:	Total:
Residential Federal Property (9110, 9210)	0	0	0	0	0
Non-Residential Federal Property (9119, 9219)	0	0	0	0	0
Residential State Property (9120, 9220)	0	0	0	0	0
Non-Residential State Property (9129, 9229)	0	0	0	0	0
Residential County Property (9130, 9230)	0	0	0	0	0
Non-Residential County Property (9139, 9239)	0	0	0	0	0
Residential Political Subdivision Property (9140, 9240)	0	0	0	0	0
Non-Residential Political Subdivision Property (9149, 9249)	0	0	0	0	0
CEA Facility (9410)	0	0	0	0	0

Gunnison - 2025**Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****CBOE Changes:**

Exempt Local Governments	Count:	Land:	Imp:	Pers:	Total:
Residential Religious Purposes (9150, 9250)	0	0	0	0	0
Non-residential Religious Purposes (9159, 9259)	0	0	0	0	0
Residential Private Schools (9160, 9260)	0	0	0	0	0
EV Charging Stations (9420)	0	0	0	0	0
Non-residential Private Schools (9169, 9269)	0	0	0	0	0
Residential Charitable (9170, 9270)	0	0	0	0	0
Non-residential Charitable (9179, 9279)	0	0	0	0	0
Residential All Other (9190, 9290)	0	0	0	0	0
Non-Residential All Other (9199, 9299)	0	0	0	0	0
Total:	0	0	0	0	0
Exempt Schools	Count:	Land:	Imp:	Pers:	Total:
Residential Federal Property (9110, 9210)	0	0	0	0	0
Non-Residential Federal Property (9119, 9219)	0	0	0	0	0
Residential State Property (9120, 9220)	0	0	0	0	0
Non-Residential State Property (9129, 9229)	0	0	0	0	0
Residential County Property (9130, 9230)	0	0	0	0	0
Non-Residential County Property (9139, 9239)	0	0	0	0	0
Residential Political Subdivision Property (9140, 9240)	0	0	0	0	0
Non-Residential Political Subdivision Property (9149, 9249)	0	0	0	0	0
Residential Religious Purposes (9150, 9250)	0	0	0	0	0
Non-residential Religious Purposes (9159, 9259)	0	0	0	0	0
Residential Private Schools (9160, 9260)	0	0	0	0	0
Non-residential Private Schools (9169, 9269)	0	0	0	0	0
Residential Charitable (9170, 9270)	0	0	0	0	0
Non-residential Charitable (9179, 9279)	0	0	0	0	0
Residential All Other (9190, 9290)	0	0	0	0	0
Non-Residential All Other (9199, 9299)	0	0	0	0	0
Total:	0	0	0	0	0
Grand Total:	151	-1,773,310	-4,316,410	7,760	-6,081,960

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Tourism and Prosperity Partnership Board (TAPP); C

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The TAPP Board would like to nominate Andrea Kullhem for their CBMR Representative to replace Molly Bond. I have attached both letters of nomination for review.

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:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 15

Agenda Date: 11/18/2025



Holly Perry, Admin Assistant III/Clerk to the Board

Phone: (970) 641-7601

Email: herry@gunnisoncounty.org

Website: www.GunnisonCounty.org

TO: Board of County Commissioners

DATE: 11/18/2025

SUBJECT: TAPP Board Nominations

Commissioners,

Former Crested Butte Mountain Resort (CBMR) Representative Bill MacFarlane resigned from Tourism and Prosperity Partnership Board (TAPP) in August and Molly Bond was then nominated to fill his vacancy. Shortly thereafter, Molly Bond decided to also resign from the Board. However, Gunnison County was not informed of Bill MacFarlane's resignation and Molly Bond's nomination until after she already resigned.

Therefore, I have attached Molly Bond's initial nomination letter for reference as well as the email and new nomination letter for Andrea Kullhem to be the CBMR Representative for TAPP.

Thank you,

Holly Perry

August 29th, 2025

Via email only:

Tourism and Prosperity Partnership
President of the Board - Bill Ronai
540 Escalante Drive | Gunnison, CO 81231

RE: Appointment of Director

Dear Members of the Board:

This letter shall serve to appoint Molly Bond, as a Director, representing Vail Resorts, Inc., effective August 29, 2025 to serve until Mrs. Bond's successor shall be appointed and qualified. Mrs. Bond will be filling the vacant seat held by Bill MacFarlane.

Sincerely

Crested Butte, LLC

Signed by:

011BA7D06420496...

Jon Crichton
Vice President & GM Crested Butte Mountain Resort

From: [JD Crichton](#)
To: [Andrew Sandstrom](#); [Holly Perry](#); [Molly Bond](#); [Andrea Kullhem](#)
Cc: [Bill Ronai](#); [Jordan Andrus](#)
Subject: Re: TAPP CBMR board seat
Date: Monday, November 3, 2025 4:41:57 PM
Attachments: [image.png](#)
[Outlook-1odyto3p](#)
[TAPP Letter of Appointment - Andrea Kullhem \(1\).pdf](#)

[EXTERNAL SENDER - USE CAUTION]

Hello Andrew et al,

It is with strong confidence that I submit the attached board appointment for Andrea Kullhem, as the representative of CBMR on the TAPP Board of Directors. Andrea is a proven leader, Marketing Director for the Regional-Destination resort portfolio and has past experience supporting community boards, including Tourism Whistler. Please find the brief bio from Andrea below, as we are grateful for the time and energy given by [@Molly Bond](#), and look forward to welcoming Andrea Kullhem into this new capacity. We understand that the next Board meeting will occur on November 6th, and would ask that this group include [@Andrea Kullhem](#) (attached) on any notices and/or agenda's moving forward.

I am a Colorado native, grew up in Arvada and attended Colorado State University for Undergrad, graduating with a Degree in Business Management. I joined E&J Gallo Winery out of undergrad and grew my career, working in different Sales and Marketing management roles over the course of 17 years. My career took me to Dallas, TX - to earn my MBA at Southern Methodist University, and then to headquarters in Modesto, CA. My husband and I started our family out there - blessed with 3 girls (now 7, 9 and 11 years old), but yearned to get back to Colorado, surrounded by our tribe and our beautiful state that we call home.

I started working for Vail Resorts in Broomfield in 2021, overseeing the West Resorts (Whistler Blackcomb, Tahoe Resorts, Stevens Pass) as their Marketing Director, supporting anniversary seasons, launching new campaigns, such as "Tahoe is Heavenly" and developing signature experiences, such as John Summit in Tahoe and World Cup, Downhill Biking in Whistler, 2026. These experiences were unlocked through the partnership of the community and the DMOs- (including Tourism Whistler) whom I have partnered with to amplify impact.

I look forward to overseeing full funnel marketing for our three Tahoe Resorts, Stevens Pass and Crested Butte. I am thrilled to care for CB - it's a special place that we visit every 4th of July with our family; our go-to mountain town. I look forward to further integrating into the community and getting to know the people

that make this place so special and help partner with TAPP to inspire and introduce others to this one-of-a-kind mountain town experience.

Andrea Kullhem (she/her)

Resort Marketing Director, Regional West Resorts

Heavenly | Northstar | Kirkwood | Stevens Pass | Crested Butte

Mobile: 720-672-4864



Thank you for your continued collaboration in support of common goals.

Sincerely,

JD Crichton

VP - General Manager

Crested Butte Mountain Resort

jdcrichton@vailresorts.com

(970) 349.2202



October 29th, 2025

Via email only:

Tourism and Prosperity Partnership
President of the Board - Bill Ronai
540 Escalante Drive | Gunnison, CO 81231

RE: Appointment of Director

Dear Members of the Board:

This letter shall serve to appoint Andrea Kullhem, as a Director, representing Vail Resorts, Inc., effective October 30, 2025 to serve until Mrs. Kullhem's successor shall be appointed and qualified. Mrs. Kullhem will be filling the vacant seat held by Molly Bond.

Sincerely

Crested Butte, LLC

Signed by:

011BA7D06420496...

Jon Crichton
Vice President & GM Crested Butte Mountain Resort

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Townhome Plat; LUC-25-00023; Brush Creek Townhome

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Applicants, AFC Development, LLC and Basin Real Estate Holdings, Inc., represented by Jacob A. With of Law of the Rockies, have submitted a request for the approval of a townhome plat in Buckhorn Ranch (Lots M1-6, M1-7, M1-8, and M1-9) at 180 Elk Valley Rd.

Fiscal Impact:

Submitted by: Caroline Danielson

Submitter's Email Address: cdanielson@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/5/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 2

Agenda Date: 11/18/2025



Caroline Danielson, *Planner I*
(970) 641-7981
cdanielson@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners

RE: LUC-25-00023 | Townhome Plat | Brush Creek Townhome Plat Phase 2

Date: November 4, 2025

The Applicants, AFC Development, LLC and Basin Real Estate Holdings, Inc., represented by Jacob A. With of Law of the Rockies, have submitted a request for the approval of a townhome plat in Buckhorn Ranch (Lots M1-6, M1-7, M1-8, and M1-9) at 180 Elk Valley Rd, Crested Butte, CO 81224, as shown in Exhibit A. *Plat*. No physical changes or development activities are proposed.

This plat is for the 2nd phase of the Brush Creek Village Townhomes; phase 1 was platted on August 20, 2024 at reception no. 697889. The townhome project was approved pursuant to the following BOCC Resolutions:

1. BOCC Resolution No. 04-22 approved the Final Plan for Filing 2B of Buckhorn Ranch (Formerly Avion). This resolution states that “design and construction of multiple-family units on Lots M-1, M-2, an M-3, require separate Land Use Change Permits...”
2. Lots M1-6 and M1-7 were clustered per the Lot Cluster Agreement and Declaration at reception no. 689665.
3. Lots M1-8 and M1-9 were clustered per the Lot Cluster Agreement and Declaration at reception no. 689664.
4. BOCC Resolution No. 18-46 clarified the unit allocation of the lots within M-1 of Buckhorn Ranch Filing No. 2B, stating that “a land use change permit is not required for development on lots M1-1 through M1-15, Buckhorn Ranch Filing No. 2B, so long as the development is consistent with the unit allocation identified in the *Declaration of Covenants, Conditions, and Restrictions for Lots M1-1 Through M1-15, Buckhorn Ranch Filing No. 2B...*” The townhomes included in Phase 2 of the Brush Creek Village Townhomes are consistent with the aforementioned unit allocations.

Phase 2 includes two townhome buildings, each including three units. The units have been constructed pursuant to building permits BP-24-00045 and BP-24-00046 issued on May 15, 2024. The building plans were approved by the Buckhorn Ranch Design Review Committee on February 22, 2024. The aggregate residential floor area is 8,807 per townhome building. The end units are 2,608 sq. ft. plus an additional 463 sq. ft. garage. The middle units are 2,204 sq. ft. with a 461 sq. ft. garage. The units share party walls and are residential in nature. An amendment to the existing “Declaration of Brush Creek Village” is to be executed concurrently with the plat to include the 2nd phase townhome buildings. The purpose of the amendment to the Declaration is to include the newly constructed townhome units.

The Townhome Plat was reviewed by planning staff and the County Attorney’s Office on August 27, 2025 and was found to comply with the standards of [Land Use Resolution](#) Section 5-104.K Specifications for Condominium/Townhome Plats. Staff finds that the application complies with all applicable standards found in LUR Section 5-103: *Standards for Approval of Administrative Review Projects*.



Caroline Danielson, *Planner I*
(970) 641-7981
cdanielson@gunnisoncounty.org
www.GunnisonCounty.org

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this *Resolution*.
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

Staff recommends that the Board approve the townhome plat and Amendment to Declaration of Brush Creek Village for Phase 2.

Thank you,

Caroline Danielson

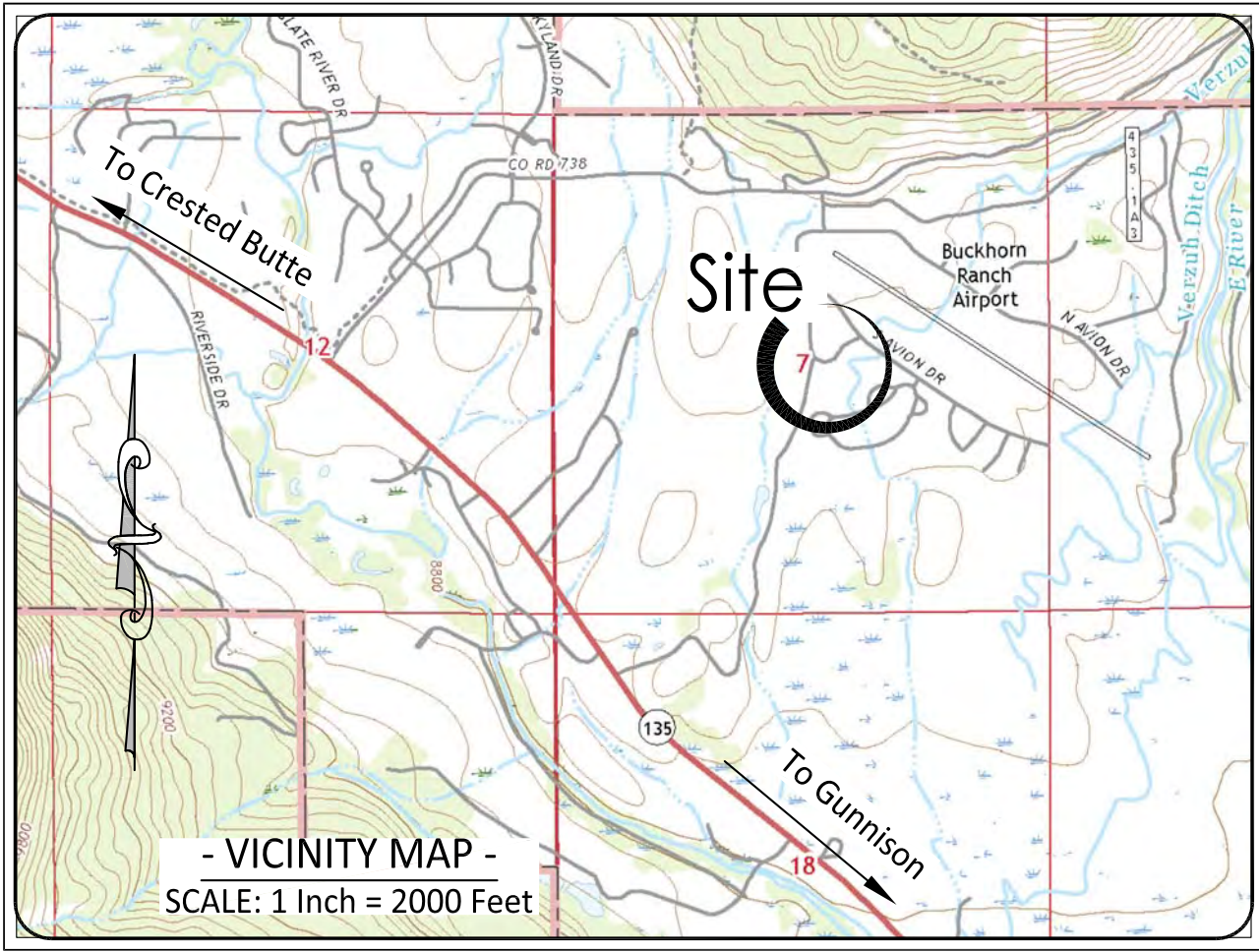
Planner I – Gunnison County Community and Economic Development

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click “Projects”, search by application number LUC-25-00023 . Click on “Attachments”.

- A. Plat
- B. Amendment to Declaration of Brush Creek Village for Phase 2

I:\2023\2023-238-BushCreekVillageTownhomes\001-M1-6-M1-7-2023\HorsehoePlatPhase2.dwg, Plotted: 9/9/2025 11:33 AM By: Erik E. Bjornstad



PROPERTY DESCRIPTION:

Resultant Parcel Lot M1-6 and M1-7 and Resultant Parcel Lot M1-8 and M1-9, Brush Creek Village Townhomes, Phase 1, according to the plat thereof, recorded August 20th, 2024 as Reception No. 697889, and being subject to that Lot Cluster Agreement and Declaration Agreement recorded February 8th, 2023 as Reception No. 689664 and 689665 in the office of the Gunnison County Clerk and Recorder, State of Colorado. Such Resultant Parcel Lot M1-6 and M1-7 is referred to herein as "Parcel A" and such Resultant Parcel M1-8 and M1-9 is referred to herein as "Parcel B".

CERTIFICATE OF DEDICATION AND OWNERSHIP:

AFC Development, LLC, a Texas limited liability company as to Parcel B, and Basin Real Estate Holdings, LLC, a Texas limited liability company as to Parcel A, being the owners of 2.118 acres of land legally described as Resultant Parcel Lot M1-6 and M1-7 and Resultant Parcel Lot M1-8 and M1-9, Brush Creek Village Townhomes, Phase 1, according to the plat thereof, recorded recorded August 20th, 2024 as Reception No. 697889, and being subject to that Lot Cluster Agreement and Declaration Agreement recorded February 8th, 2023 as Reception No. 689664 and 689665 in the office of the Gunnison County Clerk and Recorder, State of Colorado, have laid out, platted and/or subdivided a portion of the same into 6 townhome units shown as Lots 108, 110, 112, 114, 116, and 118 encompassing 0.690 acres under the name of Brush Creek Village Townhomes, Phase 2, as shown on this plat, and do hereby permanently dedicate and convey to the owners of lots, tracts, or parcels within the Brush Creek Village Townhomes, Phase 2 and their guests, and the owners of Resultant Clustered Lots M1-6 and M1-7 and Resultant Clustered Lots M1-8 and M1-9 including any subdivisions thereof and their guests but not the public at large, the common right to use streets, alleys, roads and other areas as shown herein within the Brush Creek Village Townhomes, Phase 2 and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown herein within the Brush Creek Village Townhomes, Phase 2.

Such owners, being the Declarant pursuant to the Declaration of Brush Creek Village as recorded at Reception No. 697890, do hereby exercise the rights reserved to them under Articles 12 and 14 thereof and do hereby supplement and amend such covenants and the plat recorded at Reception No. 697889.

_____ day of _____, A.D. 2025

AFC Development, LLC

By: _____
Robert M. Spencer, Jr., Member

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2025 by Robert M. Spencer, Jr., as Member of AFC Development, LLC, a Texas limited liability company.

My commission expires: _____

Witness my hand and official seal:

Notary Public (seal)

Basin Real Estate Holdings, LLC

By: _____
Stephen Howard, Manager

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2025 by Stephen Howard, as Manager of Basin Real Estate Holdings, LLC, a Texas limited liability company.

My commission expires: _____

Witness my hand and official seal:

Notary Public (seal)

Lienholder: Veritex Community Bank

By: _____
Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2025 by _____ as _____ of the _____

My commission expires: _____

Witness my hand and official seal:

Notary Public (seal)

Lienholder: Ciera Bank

By: _____
Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2025 by _____ as _____ of the _____

My commission expires: _____

Witness my hand and official seal:

Notary Public (seal)

Brush Creek Village Townhomes, Phase 2

Being a Re-Subdivision of Lots M1-6, M1-7, M1-8, and M1-9, Buckhorn Ranch filing 2b

Situated within Section 7, Township 14 South, Range 85 West of the 6th Principal Meridian

Gunnison County, Colorado

ATTORNEYS' OPINION:

I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Basin Real Estate Holdings, LLC, a Texas limited liability company (as to Resultant Parcel Lot M1-6 and M1-7, Brush Creek Village Townhomes, Phase 1, according to the plat thereof recorded August 20, 2024 under Reception No. 697889) and AFC Development LLC, a Texas limited liability company (as to Resultant Parcel Lot M1-8 and M1-9, Brush Creek Village Townhomes, Phase 1, according to the plat thereof recorded August 20, 2024 under Reception No. 697889) and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

- All matters shown on this Plat.
- All matters not shown on this Plat and not shown in the real property records of Gunnison County, Colorado.
- The lien for real property taxes for the current and subsequent years.
- Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded April 16, 1913, in Book 101 at Page 529.
- Covenants, conditions and restrictions set forth in Declaration of Protective Covenants for Crested Butte Airport recorded April 23, 1976 in Book 493 at Page 288, and the effect of termination recorded November 6, 1996 under Reception No. 471833.
- Terms and conditions contained in an agreement regarding construction and maintenance of a concrete ditch between Ronald D. Rouse and William J. Lacy recorded May 28, 1976 in Book 493 at Page 973, modified by instrument recorded April 4, 1994 in Book 743 at Page 230 and clarified in instrument recorded December 11, 1995 in Book 775 at Page 95.
- Terms, conditions, provisions and burdens set forth in ditch easements contained in Quit Claim Deeds recorded May 9, 1978 in Book 514 at Page 794 and in Book 514 at Page 799.
- Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Findings of Fact, Order and Decree in the matter of the organization of the proposed East River Regional Sanitation District recorded April 26, 1984 in Book 604 at Page 934 and in Tap Purchase Agreement recorded October 1, 1984 in Book 610 at Page 357.
- Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Deed recorded October 05, 1984 in Book 610 at Page 589.
- Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Agreement recorded October 08, 1984 in Book 610 at Page 612.
- Terms and Conditions in Agreement by Brush Creek Airport Limited Liability Company as Recorded April 25, 1994 in Book 744 at Page 318, for a satellite fire protection facility.
- Terms, conditions and restrictions as set forth in declaration of restrictions, covenants, easements, imposition of fees and architectural control recorded June 2, 1994 in Book 746 at Page 488 and amendment thereto recorded May 3, 2001 under Reception No. 510418.
- Easements and covenants, which do not include a forfeiture or reverter clause, contained in an agreement between Brush Creek Airport Limited Liability Company and William J. Lacy, Jr., recorded December 11, 1995 in Book 775 at Pages 95-99.
- Terms, conditions and provisions of special restrictive covenants respecting airline landing strip recorded December 20, 1995 in Book 775 at Page 642.
- Terms and conditions as contained in Board of County Commissioners of Gunnison County, Resolution #95-73 recorded December 26, 1995 in Book 775 at Page 801 and in Board of County Commissioners of Gunnison County #01-08 recorded February 2, 2001 under Reception No. 508400.
- Conditions imposed by the Board of County Commissioners of Gunnison County, Resolution No. 24, Series 1997 for a Land Use Charge Permit for Buckhorn Ranch (formerly Avion), in which the specific location is not defined, recorded May 13, 1997 under Reception No. 475588.
- Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in easement and covenant Brush Creek Airport/Avion Club landing strip recorded November 06, 1996 under Reception No. 471838.
- Terms, conditions, and provisions contained in cooperative development agreement recorded November 17, 1997, under Reception No. 479882; as effected by release recorded February 17, 2000 under Reception No. 499774 and by release recorded August 21, 2001 under Reception No. 513566.
- Terms and conditions as contained in Board of County Commissioners of Gunnison County, Resolution #31, Series 1999, recorded September 15, 1999 under Reception No. 496207, and Board of County Commissioners Resolution #01-09 recorded February 2, 2001 under Reception No. 508401.
- Terms and provisions in Stipulation and Settlement Agreement recorded February 13, 2001 under Reception No. 508667; rerecorded May 14, 2001 under Reception No. 510614; and Board of County Commissioners Resolution No. 01-07 recorded February 2, 2001 under Reception No. 508399; and Order approving Stipulation and Settlement recorded February 13, 2001 under Reception No. 508668; and Amendment to Stipulation and Settlement Agreement recorded January 28, 2003 under Reception No. 527562.
- Restrictive covenants which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable State or Federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Declaration of Protective Covenants for Buckhorn Ranch recorded May 3, 2001 under Reception No. 510419; and in Resolution for Amendment recorded July 7, 2007 under Reception No. 577051; and in Amended and Restated Declaration recorded October 27, 2017 under Reception No. 549872.
- Terms and conditions as contained in Development Improvements Agreement recorded May 3, 2001 under Reception No. 510421.
- Terms, conditions and provisions of Order on Cross Motions for Summary Judgment, Case No. 00CV126 Recorded June 08, 2001 under Reception No. 511400; as effected by release recorded August 21, 2001 under Reception No. 513566.
- Terms, conditions and provisions of Order in Case No. 01CV18 recorded July 16, 2002 at Reception No. 522019.
- Terms, conditions, provisions, burdens and obligations as set forth in disclosure regarding the formation of North Valley Metropolitan District and tax responsibilities of owners of real property recorded April 23, 2004 under Reception No. 541217.
- Terms, conditions, obligations and agreements as contained in Gunnison County Resolution #22, Series 2004 recorded April 26, 2004 under Reception No. 541321; and Amendment recorded October 12, 2011 under Reception No. 608847.
- Easements, conditions, covenants, restrictions, reservations and notes on the recorded Plat of Buckhorn Ranch Filing 2b, recorded April 26, 2004 under Reception No. 541322.
- Terms, conditions, provisions and burdens set forth in notice recorded April 26, 2004 under Reception No. 541325.
- An easement and right of way as granted to Atmos Energy by instrument recorded June 27, 2005 under Reception No. 555067 and by instrument recorded September 16, 2005 under Reception No. 558288 and by instrument recorded October 2, 2006 under Reception No. 569618.
- Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Grant of Easement recorded July 18, 2008 under Reception No. 585228.
- Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Agreement recorded September 08, 2008 under Reception No. 586338.
- Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Grant of Easement to Skyland Metropolitan District recorded September 08, 2008 under Reception No. 586339.
- Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Water Provider and Easement Agreement recorded October 29, 2009 under Reception No. 594872.
- Terms, conditions, provisions, restrictions, burdens and obligations of Design Guidelines recorded December 5, 2007 under Reception No. 580730, and the Addendums thereto recorded July 9, 2008 under Reception No. 585019 and Reception No. 585020; and Amended Design Review Guidelines and Construction Rules and Regulations recorded November 09, 2012 at Reception No. 616672 and recorded April 28, 2016 under Reception No. 639119; and in Amended Design Review Guidelines and Construction Rules and Regulations recorded March 01, 2018 under Reception No. 651956.
- Any tax, lien or fee resulting from inclusion in East River Regional Sanitation District as evidenced by Special District Public Disclosure recorded December 31, 2014 under Reception No. 630687.
- Declaration of Covenants, Conditions and Restrictions recorded December 04, 2018, under Reception No. 657584.
- Terms, conditions and provisions of Resolution No. 18-46 recorded December 4, 2018 under Reception No. 657585.
- Terms, conditions, provisions, burdens and obligations as set forth in Declaration of Water Service recorded December 20, 2018 under Reception No. 657895.
- The effect of Trustee's Deed recorded March 19, 2019 under Reception No. 659149.
- All matters shown on ALTA/NSPS Land Title Survey certified November 29, 2017 prepared by Clark Land Surveying, Inc., Job #170897.
- Terms, conditions and provisions of Lot Cluster Agreement and Declaration recorded February 8, 2023 under Reception No. 689665. (Lots M1-6 & M1-7)
- Terms, conditions and provisions of Certificate of Administrative Review recorded March 20, 2023 under Reception No. 690017. (Lots M1-8 & M1-9)
- Terms, conditions and provisions of Certificate of Administrative Review recorded March 20, 2023 under Reception No. 690019. (Lots M1-8 & M1-9)
- Terms, conditions and provisions of Certificate of Administrative Review recorded April 16, 2024 under Reception No. 695972. (Lots M1-8 & M1-9)
- Terms, conditions and provisions of Certificate of Administrative Review recorded April 16, 2024 under Reception No. 695974. (Lots M1-8 & M1-9)
- Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Brush Creek Village Townhomes, Phase 1, recorded August 20, 2024 under Reception No. 697889.
- Restrictive Covenants as contained in declaration recorded August 20, 2024 under Reception No. 697890 and in scrivener's error affidavit recorded August 22, 2024 under Reception No. 697868 and Amendment to the Declaration of Brush Creek Village for Phase 2 as recorded at Reception No. _____.
- Deed of trust to Ciera Bank recorded July 2, 2024 under Reception No. 696985. (Lots M1-6 & M1-7)
- Terms, conditions, provisions, burdens and obligations as set forth in maintenance agreement recorded August 20, 2024 under Reception No. 697891.
- Deed of trust to Ciera Bank recorded April 24, 2025 under Reception No. 701619.
- Deed of Trust to Veritex Community Bank recorded July 7, 2023 under Reception No. 691565. (Lots M1-8 & M1-9)
- Deed of trust recorded to Veritex Community Bank recorded November 13, 2024 at Reception No. 699483. (Lots M1-8 & M1-9). Assignment of rents recorded November 13, 2024 under Reception No. 699484.
- Lot Cluster Agreement and Declaration recorded February 8, 2023 under Reception No. 689664. (Lots M1-8 & M1-9)

Dated this ____ day of _____, A.D. 2025.

Jacob A. With, Atty. Reg. #: 40546

GENERAL NOTES:

- Confinement of domestic animals: All dogs and cats shall be confined by kenneling, leashing, fencing or other physical constraint at all times. This restriction may be enforced by Gunnison County at the expense of the owner.
- Colorado's fence out requirements: A property owner is required to construct and maintain fencing in order to keep livestock off his/her property.

SURVEY NOTES:

- Basis of Bearings: Bearings shown hereon are based on an Record bearing of S60°33'17"W, along the Northwesterly lot line of Lot M1-6, Buckhorn Ranch Filing 2b, according to the plat thereof, recorded April 26th, 2004 as Reception No. 541322, and being subject to that Lot Cluster Agreement and Declaration Agreement recorded February 8th, 2023 as Reception No. 689664 and 689665 in the office of the Gunnison County Clerk and Recorder, State of Colorado, both corners being monumented by a 5/8" rebar and 1.25" red plastic cap stamped LS 38697, as shown hereon.
- Date of field survey: July 18th, 2025.
- Units of linear measurements are displayed in US Survey Feet.
- SGM will not be responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure that no such changes have been made.
- The property shown hereon is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to legal descriptions, ownership, easement and other encumbrances of record has been taken from the plat plat BUCKHORN RANCH FILING No. 2b, recorded April 26th, 2004, bearing Reception No. 541322, and Brush Creek Village Townhomes, Phase 1, according to the plat thereof, recorded August 20th, 2024 as Reception No. 697889, in the records of Gunnison County, Colorado.
- The lot lines created by this map between Lots 108, 110, 112, 114, 116, and 118 are shown and described herein. The boundaries of the units are derived from these lot lines as shown. However, if the lot line as depicted along the anticipated center line of the party wall is not in the location of the actual party wall as shown on the map then the point of division for the two units is the center line of said party wall.
- The Resultant Parcel Lot M1-6 & M1-7 and Resultant Parcel M1-8 & M1-9 are to provide access to both Phase 1 and Phase 2 parcels as shown hereon.

COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION:

The property described on this plat is subject to all the requirements, terms and conditions of the Board of County Commissioners' Resolution No. _____ recorded at Reception No. _____ of the Records of the Clerk and Recorder of Gunnison County.

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of Brush Creek Village Townhomes, Phase 2 is approved this ____ day of _____, A.D. 2025, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

Chairperson, Gunnison County Board of Commissioners

Attest:

Gunnison
County Clerk and Recorder

WARNING AND DISCLAIMER OF GEOLOGIC HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

"We, AFC Development, LLC, a Texas limited liability company, and Basin Real Estate Holdings, LLC, a Texas limited liability company, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of geologic hazard areas that may affect the use and occupancy of this property, and any improvements thereto. We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agree to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense."

AFC Development, LLC

By: _____
Robert M. Spencer, Jr., Member

Basin Real Estate Holdings, LLC

By: _____
Stephen Howard, Manager

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

"We, AFC Development, LLC, a Texas limited liability company, and Basin Real Estate Holdings, LLC, a Texas limited liability company, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property, and any improvements thereto. We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agrees to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense."

AFC Development, LLC

By: _____
Robert M. Spencer, Jr., Member

Basin Real Estate Holdings, LLC

By: _____
Stephen Howard, Member

SURVEYORS' CERTIFICATE:

I, Erik E. Bjornstad, do hereby certify that I am a professional land surveyor licensed under the law of the state of Colorado, that this plat is a true, correct and complete plat of Brush Creek Village Townhomes, Phase 2 as laid out, platted, dedicated and shown hereon, that such plat was made by me from an accurate survey of said property by SGM Inc. and under my supervision and correctly shows the location and dimensions of the boundary and easements of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land. I further certify that this plat satisfies requirements of the C.R.S. Section 38-33.3-209.

Erik E. Bjornstad
Colorado PLS # 38697
For, and on behalf of SGM

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE:

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____, A.D. 2025,

Reception Number _____, Time _____, Date _____.

Gunnison County Clerk and Recorder

By: Deputy

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

**Brush Creek Village
Townhomes, Phase 2
Gunnison County**

Revision	Date	By:
1		
2		
3		
4		
5		
6		
7		
8		
9		

Notice: According to Colorado Law, you must commence any legal action to enforce this plat within the time period specified below. If you do not, you will lose your right to enforce this plat. The time period for enforcement of this plat is 10 years from the date of the certification shown hereon.

Job No. 2023-238.001
Drawn by: EB
Date: 09/09/2025
Approved: J PLS: EB
File: HorseshoePlatPhase2
Location:

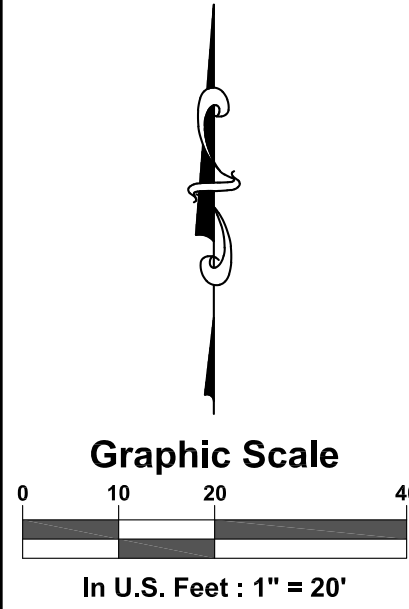
**Townhome
Plat**

Sheet No.

1

Of: 3

Brush Creek Village Townhomes, Phase 2
Being a Re-Subdivision of Lots M1-6, M1-7, M1-8, and M1-9, Buckhorn Ranch filing 2b
Situating within Section 7, Township 14 South, Range 85 West of the 6th Principal Meridian
Gunnison County, Colorado



SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

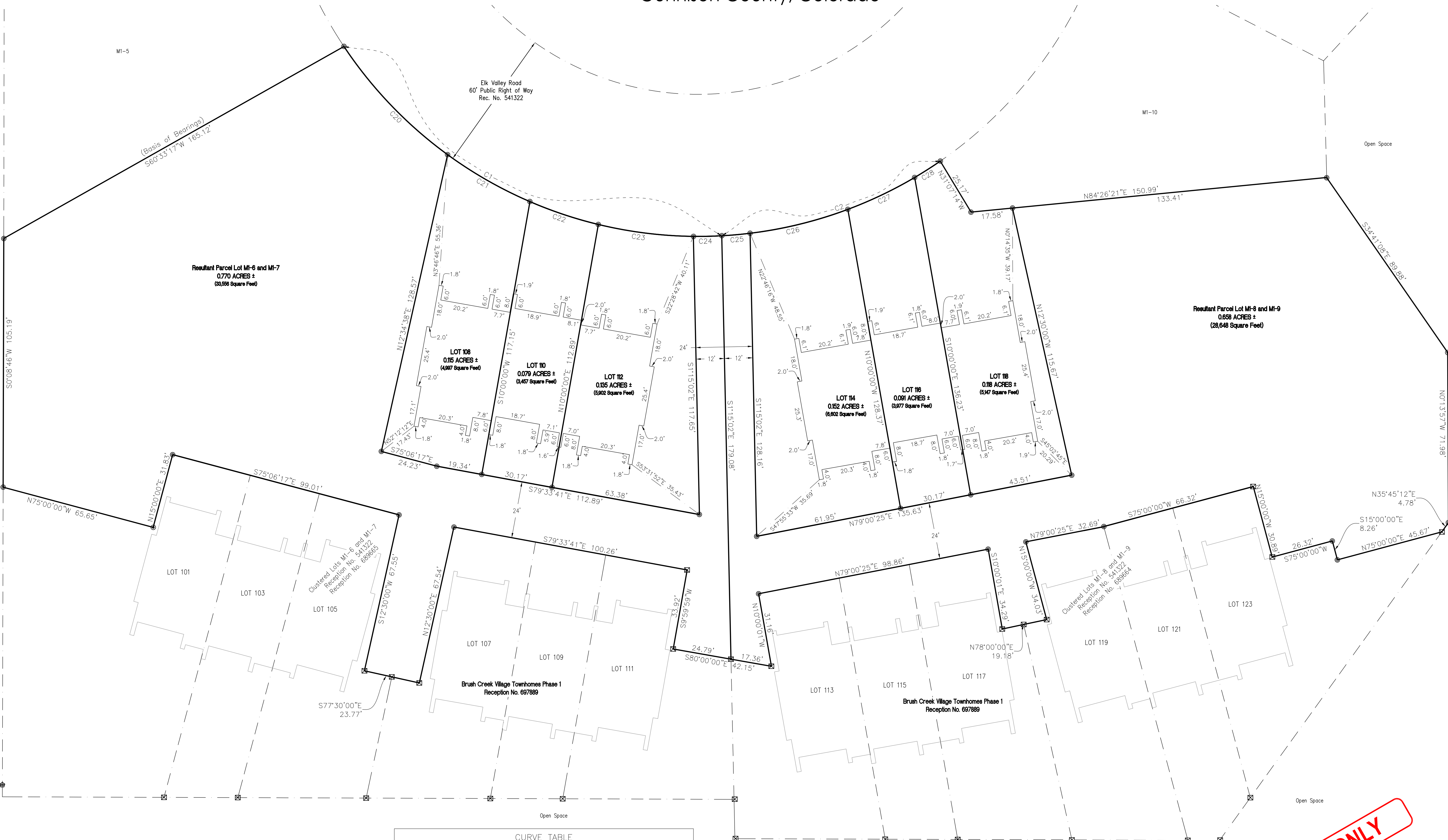
**Brush Creek Village
Townhomes, Phase 2**
Gunnison County

Revision	Date	By
1		
2		
3		
4		
5		
6		
7		
8		
9		

Job No. 2023-238.001
Drawn by: EB
Date: 09/09/2025
Approved: J PLS:
File: HorseshoePlatPhase2

Location:
**Townhome
Plat**

Sheet No. **2**
Of: 3



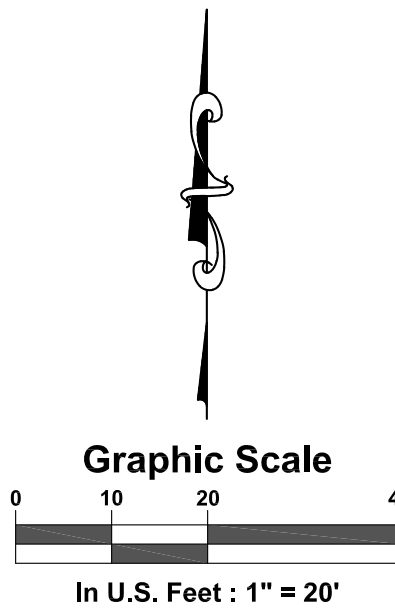
DRAFT COPY ONLY

LEGEND

- Set 18" Long, 5/8" Diameter Rebar and 1.25" Red Plastic Cap stamped PLS 38697
- Found 5/8" Diameter Rebar and 2" Aluminum Cap Witness Corner Stamped WC 5.0, PLS 38697
- Found 5/8" Diameter Rebar and 1.25" Red Plastic Cap stamped LS 38160
- Found 5/8" Diameter Rebar, and 1.25" Red Plastic Cap stamped PLS 38697
- Easement Line
- Building Tie Line
- Adjoining Lot Line
- Overall Parcel Boundary

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	186.91'	180.00'	59°29'45"	S63°22'41"E	178.63'
C2	98.86'	180.00'	31°28'01"	N71°08'21"E	97.62'
C20	63.69'	180.00'	20°16'18"	S43°45'58"E	63.35'
C21	40.13'	180.00'	12°46'21"	S60°17'17"E	40.04'
C22	30.55'	180.00'	9°43'22"	S71°32'09"E	30.51'
C23	40.56'	180.00'	12°54'34"	S82°51'07"E	40.47'
C24	12.00'	187.35'	3°40'10"	N88°45'00"E	12.00'
C25	12.03'	180.16'	3°49'35"	N84°57'35"E	12.03'
C26	42.64'	180.02'	13°34'15"	N76°15'27"E	42.54'
C27	31.35'	180.00'	9°58'41"	N64°28'58"E	31.31'
C28	12.84'	180.00'	4°05'16"	N57°26'59"E	12.84'

Brush Creek Village Townhomes, Phase 2
Being a Re-Subdivision of Lots M1-6, M1-7, M1-8, and M1-9, Buckhorn Ranch filing 2b
Situating within Section 7, Township 14 South, Range 85 West of the 6th Principal Meridian
Gunnison County, Colorado



SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

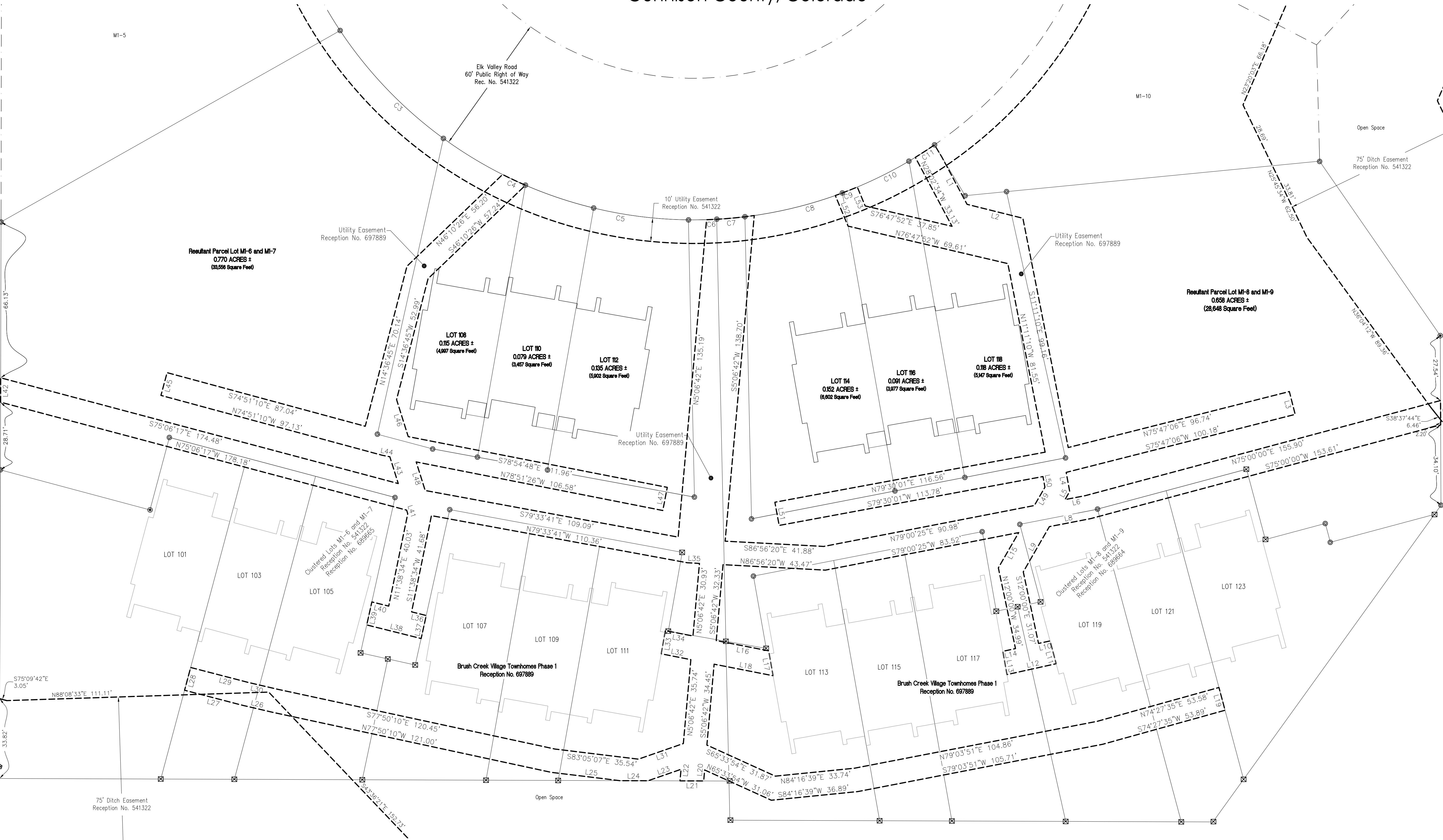
**Brush Creek Village
Townhomes, Phase 2**
Gunnison County

Revision	Date	By:
1		
2		
3		
4		
5		
6		
7		
8		
9		

Job No. 2023-238.001
Drawn by: EB
Date: 09/09/2025
Approved: J PLS: EB
File: HorseshoePlatPhase2
Location:

Existing Easements

Sheet No. 3
Of: 3



LEGEND

- Existing Easement Line
- Brush Creek Village Townhomes Lot Lines
- Adjoining Lot Line

EASEMENT CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C3	93.09'	180.00'	29°37'51"	S48°26'44"E	92.05'
C4	10.72'	180.00'	3°24'48"	S64°58'04"E	10.72'
C5	78.79'	180.00'	25°04'45"	S79°13'02"E	78.16'
C6	4.30'	180.00'	1°22'09"	N87°33'31"E	4.30'
C7	16.02'	180.00'	5°05'58"	N84°19'23"E	16.02'
C8	35.46'	180.00'	11°17'09"	N76°07'50"E	35.40'
C9	10.00'	180.00'	3°11'04"	N68°53'43"E	10.00'
C10	27.66'	180.00'	8°48'19"	N62°54'01"E	27.64'
C11	9.71'	180.00'	3°05'30"	N56°57'06"E	9.71'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L3	S14°12'54"E	10.00'
L4	S10°29'59"E	8.22'
L5	S30°00'00"W	3.99'
L6	N79°00'25"E	8.84'
L7	S00°13'57"E	10.34'
L8	S79°00'25"W	17.88'
L9	S30°00'00"W	22.14'
L10	N77°31'44"E	5.03'
L11	S14°56'53"E	10.01'
L12	S77°31'44"W	21.38'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L13	N10°05'22"W	10.01'
L14	N77°31'44"E	5.50'
L15	N30°00'00"E	17.28'
L16	S78°55'51"E	22.66'
L17	S10°05'22"E	10.72'
L18	N78°55'51"W	25.49'
L19	S14°59'59"E	10.00'
L20	S05°06'42"W	4.69'
L21	N89°47'51"W	10.04'
L22	N05°06'42"E	4.93'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L23	S70°50'31"W	14.81'
L24	N89°47'51"W	11.96'
L25	N83°05'07"W	29.29'
L26	N76°53'27"W	12.86'
L27	N75°26'54"W	25.53'
L28	N15°00'00"E	10.00'
L29	S75°26'54"E	25.32'
L30	S76°53'27"E	12.65'
L31	N70°50'31"E	20.19'
L32	N78°55'51"W	12.80'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L33	N09°59'57"E	10.00'
L34	S78°55'51"E	11.94'
L35	N86°56'20"W	5.15'
L36	S75°58'17"E	6.40'
L37	S12°30'00"W	10.00'
L38	N75°58'17"W	23.77'
L39	N12°30'00"E	10.00'
L40	S75°58'17"E	7.37'
L41	N17°27'18"W	1.57'
L42	N00°08'46"E	10.34'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L43	N17°27'18"W	11.91'
L44	N78°51'26"W	3.37'
L45	N15°08'50"E	10.00'
L46	S17°27'18"E	16.49'
L47	S11°05'12"W	10.00'
L48	S17°27'18"E	12.70'
L49	N30°00'00"E	8.99'
L50	N10°29'59"W	4.59'
L51	N10°29'59"W	10.00'
L52	N22°34'31"W	14.05'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L53	S22°34'31"E	8.68'

L:\2023\2023-238-BrushCreekTownhomes\001-M1-6-M1-7-ContrA-H-Dwg\Sub\Dwg\BasedOn\Phase2.dwg, Plotted: 9/9/2025 11:35 AM By: Erik Barnstad

EXHIBIT E

AMENDMENT TO DECLARATION OF BRUSH CREEK VILLAGE FOR PHASE 2

This Amendment to Declaration of Brush Creek Village for Phase 2 (this “Amendment”) is made this ____ day of _____, 2025 by Basin Real Estate Holdings, LLC, a Texas limited liability Company (“Basin”) and AFC development, LLC, a Texas limited liability company (“AFC” and with “Basin”, collectively “Declarant”). **This Amendment shall be indexed in the name of the Declarant as grantor and, as grantees, in the names of Brush Creek Village, Brush Creek Village Townhomes and Brush Creek Village Townhomes Association, a Colorado nonprofit corporation.**

I. Recitals

A. Basin is the owner of Lot 108, 110, 112 and Resultant Parcel Lot M1-6 and M1-7 and AFC is the owner of 114, 116, and 118 and Resultant Parcel Lot M1-8 and Lot M1-9 all as shown and described on the plat of Brush Creek Village Townhomes, Phase 2 as recorded in the real property records of Gunnison County, Colorado at Reception No. _____ (the “Property” and such plat is referred to herein as the “Phase 2 Plat”).

B. The Property contains six Units being Lot 108, Lot 110, Lot 112, Lot 114, Lot 116, and Lot 118 (collectively, the “New Units”). Brush Creek Village Townhomes currently includes Units identified as Lot 101, Lot 103, Lot 105, Lot 107, Lot 109, Lot 111, Lot 113, Lot 115, Lot 117, Lot 119, Lot 121, and Lot 123 (the “Existing Units”) as shown on the plat of Brush Creek Village Townhomes, Phase 1 as recorded in the real property records of Gunnison County, Colorado at Reception No. 697889 (the “Existing Plat”). The term “Units” shall mean all New Units and all Existing Units.

C. Pursuant to the Declaration of Brush Creek Village as recorded in the real property records of Gunnison County, Colorado as Reception No. 697890 (the “Declaration”)¹, the Declarant reserved, “the right to amend this Declaration and the Plat to create Units” as set forth more fully in the Declaration, including Articles 12 and 14 thereof.

D. Declarant hereby adds the New Units as townhomes in Brush Creek Village Townhomes a/k/a Brush Creek Village and the Brush Creek Village Townhomes Association subject to certain protective covenants, conditions, restrictions, reservations, lien rights and charges as set forth in the Declaration and on the Existing Plat and in this Amendment.

II. Amendment

Now therefore, Declarant hereby declares that all of such New Units along with the rest of the Existing Units shall be held, sold, and conveyed subject to the following easements,

¹ All capitalized terms used herein but not defined herein shall have the meaning set forth in the Declaration.

reservations, restrictions, liens, charges, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Units or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The Declaration is hereby amended and certain declarant rights are exercised as follows:

1. Except as exercised by Declarant under this Amendment, Declarant reserves all of the declarant rights under the Declaration, including without limitation the right to add an additional six Units in an additional phase or in additional phases.
2. The New Units are hereby added to the Project. The Property is subject to the Declaration, including all benefits and burdens thereunder for Owners and Units. The New Units are hereby added to the Units in Brush Creek Village Townhomes a/k/a Brush Creek Village. The owners of the New Units shall be considered Owners for all purposes under the Declaration and all governing documents for Brush Creek Village Townhomes Association, a Colorado nonprofit corporation (the "Association").
3. Each New Unit created shall have the Lot number designation set forth on the Phase 2 Plat, which Phase 2 Plat is incorporated herein by this reference. The Declarant is the Owner of these New Units at this time. There are no new common areas or common elements. Easements and licenses to which the Property is subject are set forth in the Declaration and the Phase 2 Plat, which are incorporated herein by this reference.
4. Common expense shares and voting rights shall be allocated as follows and Exhibit A to the Declaration is amended and restated as follows:

EXHIBIT A

TABLE OF INTERESTS

Unit	Share of Vote	Standard Common Expense Liability
Lot 101	1/18	1/18
Lot 103	1/18	1/18
Lot 105	1/18	1/18
Lot 107	1/18	1/18
Lot 108	1/18	1/18
Lot 109	1/18	1/18
Lot 110	1/18	1/18
Lot 111	1/18	1/18
Lot 112	1/18	1/18
Lot 113	1/18	1/18
Lot 114	1/18	1/18
Lot 115	1/18	1/18
Lot 116	1/18	1/18

Lot 117	1/18	1/18
Lot 118	1/18	1/18
Lot 119	1/18	1/18
Lot 121	1/18	1/18
Lot 123	1/18	1/18

This Table of Interests shall be adjusted as build out of up to 6 additional Units in subsequent phases is complete. As Units are added, the share of vote and common expense liability will be reduced proportionally. For example, if all 6 Units in the subsequent phases are added, each Unit owner will have 1/24 share of vote and 1/24 share of the standard common expense liability.

5. Except as expressly set forth above, the Declaration and the Existing Plat for the subdivision remain unchanged and in full force and effect. Declarant reserves all special declarant rights and development rights as set forth in the Declaration, including without limitation the right to add new units.

Executed as of the day and year first above-written.

DECLARANT

Basin Real Estate Holdings, LLC, a Texas limited liability company

By: _____
Stephen Howard, Manager

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of ____, A.D. 2025 by Stephen Howard, as Manager of Basin Real Estate Holdings, LLC, a Texas limited liability company.

My commission expires: _____

Witness my hand and official seal:

(seal)

Notary Public

DECLARANT
AFC Development LLC, a Texas limited liability
company

By: _____
Robert M. Spencer, Jr., Member

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of ____, A.D. 2025 by
Robert M. Spencer, as Member of AFC Development LLC, a Texas limited liability company.
My commission expires: _____
Witness my hand and official seal:
(seal)

Notary Public

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; LUC-25-00028; David Cook

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Applicants, Jason R. Cook and Dean Powell Davis, request a Boundary Line Adjustment (BLA) between two legal parcels located off Roper Ln.

Fiscal Impact:

Submitted by: Caroline Danielson

Submitter's Email Address: cdanielson@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/13/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 2

Agenda Date: 11/18/2025

To: Board of County Commissioners

RE: LUC-25-00028 | Administrative Review | Davis Cook Boundary Line Adjustment

Memo Date: November 10, 2025

Meeting Date: November 18, 2025

The Applicants, Jason R. Cook and Dean Powell Davis, request a Boundary Line Adjustment (BLA) between two legal parcels located off Roper Ln. as shown in Exhibit A. Plat. The applicants are requesting an amendment to the boundary line between the below two parcels to allow Jason R. Cook to purchase .84 acres from Dean Powell Davis. There is no active HOA for either parcel.

1. Parcel 1: 76 Dragon Ln. [parcel # 3517-284-00-001](#) (15.70 acres → 14.86 acres)
2. Parcel 2: 305 Roper Ln [parcel # 3517-284-01-001](#) (2.76 acres → 3.60 acres)

The plat was reviewed by the County Attorney's Office on October 20, 2025 for legal sufficiency. Staff reviewed the application, which was found to comply with all applicable standards found in Land Use Resolution Section 5-103 and Section 5-104.L.

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. **COMPLY WITH APPLICABLE STANDARDS** – No non-conformities will be created.
2. **COMPATIBILITY WITH COMMUNITY CHARACTER** – The amendment does not alter the community character – both parcels will remain residential in nature. No additional density is proposed as part of the Boundary Line Adjustment application.

Section 5-103:A.3.a ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS

1. **INSUBSTANTIAL CHANGE** – The area of proposed adjustment is .84 acres. Parcel 1 will change from 15.70 acres to 14.86 acres (5.35% decrease). Parcel 2 will change from 2.76 acres to 3.60 acres (30.43% increase). The total area affected represents only a fractional portion of the combined 18.46 acres of both parcels (less than 5% of the total acreage of both parcels).
2. **NOT CREATE ADDITIONAL LOTS** – The Boundary Line Adjustment will not create additional lots.
3. **MINIMUM LOT SIZE** – The resulting parcels will both be above 1-acre.



Caroline Danielson, *Planner*
(970) 641-7981
cdanielson@gunnisoncounty.org
www.GunnisonCounty.org

Section 5-104:L APPLICATION FORM FOR BOUNDARY LINE

1. *CONSENT OF ALL LANDOWNERS AND MORTGAGE HOLDERS* – Notarized written consent from landowners was provided as part of the application materials.
2. *SURVEY PLAT* – The BLA plat meets all standards listed in this section.

Staff recommends that the Board approve the Davis Cook Boundary Line Adjustment Plat.

Thank you,

Caroline Danielson

Planner I – Gunnison County Community and Economic Development

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-25-00028 . Click on "Attachments".

A. Plat

PLAT OF



FD. SURVEY MONUMENT AS NOTED
SET SURVEY MONUMENT LS 38759
FORMER PROPERTY LINE
PROPERTY LINE
EDGE OF GRAVEL ROAD
EASEMENT
FENCE LINE

Notice 13-80-105 C.R.S., as amended:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown here.

PLAT OF
DAVIS COOK BOUNDARY LINE ADJUSTMENT
LOCATED WITHIN THE S₁ SE₄ SECTION 28
TOWNSHIP 51 NORTH, RANGE 1 EAST, NEW MEXICO P.M.

PLAT DATE: 10/31/2025 PROD. # DAVIS COOK BLS CAD FILE: 24-109-V-109-1 Cook BLS REV1.dwg	QUARTER: Q4 FIELD DATE: 5/2/2025 FIELD CREW: JCH AREA: A CLOSURE:		JEREMIAH HARNETT 18256 KESLER CREEK RD. CED ARIDGE, CO. 80413 (970) 397-6544 JHARNETT@BULLFROGSURVEYING.COM	CLIENT: KEAN POWELL DAVIS 10000 S. 10TH AVE. BROOMFIELD, CO 80020 (303) 440-1111 KEAN@KEANPOWELLDAVIS.COM	ORDER NUMBER: V-2
--	---	---	---	---	-----------------------------

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; LUC-23-00032; Discount S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is the final submittal for LUC-23-00032 for Major Impact Preliminary and Final Plans review for expansion of commercial use approved by BOCC Resolution No. 25. Series 20205 on August 5, 2025.

Fiscal Impact:

Submitted by: Hillary Iza Seminick

Submitter's Email Address: hseminick@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/13/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 1

Agenda Date: 11/18/2025

To: Gunnison County Board of County Commissioners
Date: November 12, 2025
Meeting Date: November 18, 2025
Re: LUC-23-00032: Discount Storage Boundary Line Adjustment

A. Project Description

LPG 1825 HIGHWAY 135 LLC, DDCM 164 LUDLOW LLC (Applicant), represented by Centennial Storage Partners LLC, Law of the Rockies, and Michael O'Loughlin, Esq. of Schumacher & O'Loughlin, LLC, request a boundary line adjustment between Lot 3 Flying E Ranch Subdivision [370125006008](#) owned by LPG 1825 HIGHWAY 135 LLC, DDCM 164 LUDLOW LLC and 1.27 acre Lot 2 Flying E Ranch Subdivision [370125006009](#) owned by Tucker Roberts.

This is the final submittal for LUC-23-00032 for Major Impact Preliminary and Final Plans review for expansion of commercial use approved by BOCC Resolution No. 25, Series 20205 on August 5, 2025. The purpose of the boundary line adjustment is to convey an existing 0.29 acre access easement on Lot 3 to Lot 2. The proposal would reduce Lot 3 to 9.23 acres and increase Lot 2 to 1.56 acres.

B. Request of the Board of County Commissioners (BOCC)

Staff reviewed the application against the applicable standards of Land Use Resolution Section 5-103 and Section 5-104.L.

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. COMPLY WITH APPLICABLE STANDARDS; and
2. COMPATIBILITY WITH COMMUNITY CHARACTER.

Staff response: The boundary line adjustment would convey an 0.29 acres that is currently an access easement to Lot 2. The boundary line adjustment would not change the character of the existing access, rather, be a change of ownership of the land underneath the driveway access.

Section 5-103:A.3.a ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS

1. INSUBSTANTIAL CHANGE. The purpose of the adjustment shall be to make an insubstantial boundary change between adjacent parcels; and

Staff response: the boundary line adjustment would convey an 0.29 acres that is currently an access easement to Lot 2. This area is the sole access to Lot 2 and use of this existing access would not change as a result of this proposal.

2. NOT CREATE ADDITIONAL LOTS. The adjustment shall not create more than the original number of lots or parcels, nor provide the opportunity to create a new or additional lot for resale or development purposes, nor be used to increase the maximum allowable floor area for a parcel; and,

Staff response: the proposal does not create any additional lots.

3. MINIMUM LOT SIZE. Following the adjustment, the lots shall continue to meet any applicable minimum lot size standards of this Resolution, except in the case of a nonconforming lot, in which case the adjustment shall not increase the degree to which it is nonconforming.

Staff Response: both lots will continue to exceed the minimum lot standard of the LUR and no nonconformities will be created by the proposal.

The plat was reviewed for legal sufficiency by the County Attorney's Office on August 20, 2025.

C. Application and Attachments

The entire land use application can be reviewed on [Citizen Access](#) → Projects → LUC-23-00032 → Attachments.

1. Plat

BOUNDARY LINE ADJUSTMENT
RESULTANT LOT 2 AND RESULTANT LOT 3, FLYING E RANCH SUBDIVISION
ACCORDING TO THE PLAT FILED AT RECEPTION NO. 662373
GUNNISON COUNTY, COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP

We, LPG 1825 Highway 135 LLC, a Colorado limited liability company, and DDCM 164 Ludlow LLC, a New York limited liability company, subject to the mortgagee and related interests of Timberline Bank and Centennial Storage Partners LLC, a Colorado limited liability company, being the owners and mortgagee/lien holders of the lands described as follows:

Resultant Lot 3, Flying E. Ranch Subdivision, according to the Lot Line Adjustment Plat recorded September 17, 2019, at Reception No. 662373,

County of Gunnison,
State of Colorado,

And

Tucker Roberts and NBH Bank, being the owner and mortgagee/lien holder of the lands described as follows,;

Resultant Lot 2, Flying E. Ranch Subdivision, according to the Lot Line Adjustment Plat recorded September 17, 2019, at Reception No. 662373,

have laid out, platted and adjusted the property boundaries of the same as shown this plat and do hereby dedicate those portions of land labeled as easements for access and for the the installation and maintenance of public utilities as shown hereon.

In witness whereof, LPG 1825 Highway 135 LLC, a Colorado limited liability company, DDCM 164 Ludlow LLC, a New York limited liability company, Centennial Storage Partners LLC, a Colorado limited liability company, Timberline Bank, Tucker Roberts, and NBH Bank have subscribed their names on the date set forth below.

LPG 1825 Highway 135 LLC
a Colorado limited liability company

DDCM 164 Ludlow LLC
a New York limited liability company

By: _____

By: _____

Its: _____

Its: _____

Centennial Storage Partners, LLC,
a Colorado limited liability company

Timberline Bank

By: _____

By: _____

Ken Snyder, Managing Member

Its: _____

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this ____ day of _____,
A.D. 2025, by _____, as _____ of LPG 1825 Highway 135 LLC, a
Colorado limited liability company.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____(seal)

Notary Public

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
A.D. 2025, by _____, as _____ of DDCM
164 Ludlow LLC, a New York limited liability company.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____(seal)

Notary Public

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this ____ day of _____,
A.D. 2024, by Ken Snyder, as Managing Member of Centennial Storage Partners, LLC, a Colorado
limited liability company.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____(seal)

Notary Public

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this ____ day of _____,
A.D. 2025, by _____, as _____ of Tmberline
Bank.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____(seal)

Notary Public

Tucker Roberts

By: _____

Tucker Roberts

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this ____ day of _____,
A.D. 2025, by Tucker Roberts.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____(seal)

Notary Public

NBH Bank

By: _____

Its: _____

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this ____ day of _____,
A.D. 2025, by _____, as _____ of Tmberline
Bank.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____(seal)

Notary Public

ATTORNEY'S OPINION

I, Michael O'Loughlin, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subject to this boundary adjustment plat. Title to Resultant Lot 2, Flying E Ranch Subdivision, according to the plat thereof recorded September 17, 2019 as Reception No. 662373 is vested in Tucker Roberts subject to the mortgagee interest of NBH Bank. Title to Resultant Lot 3, Flying E Ranch Subdivision, according to the plat thereof recorded September 17, 2019 as Reception No. 662373 is vested in LPG 1825 Highway 135 LLC, a Colorado limited liability company, and DDCM 164 Ludlow LLC, a New York limited liability company, subject to the mortgagee and related interests of Timberline Bank and Centennial Storage Partners, LLC, a Colorado limited liability company. Said Lots are free and clear of all liens, defects, encumbrances, restrictions and reservations as of July 30, 2025, except as follows:

- Any and all unpaid taxes and assessments for the current year and subsequent years.
- All reservations and exceptions as set forth in the United States Patent recorded May 31, 1883 in Book 45 at Page 42.
- All reservations and exceptions as set forth in the United States Patent recorded November 19, 1938 in Book 259 at Page 83.
- All minerals, oil, gas and hydro-carbon substances in or under the surface of the railroad right of way as set forth in the Quit Claim Deed recorded February 28, 1956 in Book 293 at page 430, and any and all assignments thereof or interest therein.
- Permanent Easement E-103 as described in Rule and Order recorded June 23, 1975 in Book 486 at page 243 and as reserved in deed recorded November 13, 1989 in Book 672 at page 132.
- Board of County Commissioners of Gunnison County Resolution No. 43 Series 1989 recorded December 11, 1989 in Book 673 at page 184.
- Easement granted to The City Municipal Light & Power & other utilities recorded July 24, 1995 in Book 767 at page 432.
- Terms, conditions and restrictions as contained in the Certificate of Minor Impact Approval, Certification No. 7, Series 2005, recorded July 21, 2005 at Reception No. 555940.
- Terms, conditions, obligations and restrictions in Landscaping Improvements Agreement for Discount Self Storage recorded June 22, 2018 as Reception No. 653929; Release recorded August 8, 2019 as Reception No. 661544.
- Terms, conditions, obligations and restrictions in Certificate of Administrative Review, Certification No. 102, Series 2018, recorded October 4, 2018 at Reception No. 656448.
- Terms, conditions, obligations and restrictions in Certificate of Minor Impact Approval, Certification No. 10, Series 2018, recorded December 19, 2018 at Reception No. 657889.
- Terms, conditions, obligations and restrictions in Development Improvements Agreement recorded December 19, 2018 as Reception No. 657875; Release recorded August 8, 2019 as Reception No. 661544.
- All easements, exceptions, dedications, reservations, roads, ditches, building envelopes, setbacks, and notes as set forth on the Plat of Lot Line Adjustment recorded October 11, 2017 as Reception No. 649634.
- All easements, exceptions, dedications, reservations, roads, ditches, building envelopes, setbacks, and notes as set forth on the Plat of Lot Line Adjustment recorded September 17, 2019 as Reception No. 662373.
- Right of First Refusal Agreement recorded November 27, 2019 as Reception No. 663791.
- Terms, conditions, obligations, and restrictions in Gunnison County Planning Commission Certificate of Administrative Review, Certification No. 140 Series 2023, recorded September 8, 2023 as Reception No. 692813.
- Notes, easements, reservations, dedications, rights of way, encroachments and other matters as disclosed on the Plat of Flying E. Ranch Subdivision, recorded December 13, 1993 at Reception No. 447702.
- Any applicable ditch rights and/or ditch easements associated with said Lots.
- Any existing leases or tenancies and those rights of tenants in possession; including any and all rights, interests, or claims arising under said leases and tenancies.
- Any matters as shown on this boundary adjustment plat by Timothy E. Pearson, LS 34979, Pearson Surveying.
- Board of County Commissioners Resolution No. 24-54 as set forth in the instrument recorded December 18, 2024 as Reception No. 699999.
- A Deed of Trust from LPG 1825 Highway 135 LLC, a Colorado limited liability company, and DDCM 164 Ludlow LLC, a New York limited liability company, to the Public Trustee of Gunnison County for the benefit of Timberline Bank in the principal amount of \$4,213,282.70 dated December 19, 2024 and recorded December 20, 2024 as Reception No. 700054.
- Assignment of Rents between LPG 1825 Highway 135 LLC, a Colorado limited liability company, and DDCM 164 Ludlow LLC, a New York limited liability company, and Timberline Bank recorded December 20, 2024 as Reception No. 700055.
- A Deed of Trust from LPG 1825 Highway 135 LLC, a Colorado limited liability company, and DDCM 164 Ludlow LLC, a New York limited liability company, to the Public Trustee of Gunnison County for the benefit of Timberline Bank in the principal amount of \$1,125,641.00 dated December 19, 2024 and recorded December 20, 2024 as Reception No. 700064.
- Assignment of Rents between LPG 1825 Highway 135 LLC, a Colorado limited liability company, and DDCM 164 Ludlow LLC, a New York limited liability company, and Timberline Bank recorded December 20, 2024 as Reception No. 700065.
- A Deed of Trust from LPG 1825 Highway 135 LLC, a Colorado limited liability company, and DDCM 164 Ludlow LLC, a New York limited liability company, to the Public Trustee of Gunnison County for the benefit of Timberline Bank in the principal amount of \$691,823.00 dated December 19, 2024 and recorded December 20, 2024 as Reception No. 700070.
- Assignment of Rents between LPG 1825 Highway 135 LLC, a Colorado limited liability company, and DDCM 164 Ludlow LLC, a New York limited liability company, and Timberline Bank recorded December 20, 2024 as Reception No. 700071.
- A Deed of Trust from LPG 1825 Highway 135 LLC, a Colorado limited liability company, DDCM 164 Ludlow LLC, a New York limited liability company, LPG 246 Buckley LLC, a Colorado limited liability company, LPG 500 Boulevard LLC, a Colorado limited liability company, and DDCM 133 Ludlow LLC, a New York limited liability company, to the Public Trustee of Gunnison County for the benefit of Centennial Storage Partners, LLC, a Colorado limited liability company, in the principal amount of \$750,000.00 dated December 19, 2024 and recorded December 20, 2024 as Reception No. 700072.
- Subordination Agreement between Centennial Storage Partners, LLC, a Colorado limited liability company, and Timberline Bank recorded December 20, 2024 as Reception No. 700073.
- Terms, conditions, obligations, and restrictions in Certificate of Setback Variance Approval, Certification No. 01, Series 2025, recorded July 17, 2025 as Reception No. 703045.
- A Deed of Trust from Tucker Roberts for the use of NBH Bank to secure \$279,200.00, dated September 2, 2020, recorded September 3, 2020 as Reception No. 669055.

Dated this ____ day of _____, 2025.

Michael O'Loughlin, Attorney-At-Law
Supreme Court Registration No. 38134
Schumacher & O'Loughlin, LLC
232 W. Tomichi Ave, Suite 204
Gunnison, CO 81230
P: (970) 641-4900

SURVEYOR'S CERTIFICATE

I, Timothy E. Pearson, a registered land surveyor in the State of Colorado, certify that this plat and the survey referred to herein were made under my direction and control and that both are true and correct to the best of my knowledge.
Basis of bearings is record bearing between found monuments on the south boundary of subject property.

Dated this ____ day of _____, 2025.

Timothy E. Pearson
Colorado L.S. No. 34979

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of the boundary line adjustment
BOUNDARY LINE ADJUSTMENT
RESULTANT LOT 2 AND RESULTANT LOT 3, FLYING E RANCH SUBDIVISION
ACCORDING TO THE PLAT FILED AT RECEPTION NO. 662373
GUNNISON COUNTY, COLORADO

is approved this ____ day of _____, A.D. 2025.

Chairperson, Gunnison County Board of Commissioners

Attest: _____
Gunnison County Clerk and Recorder

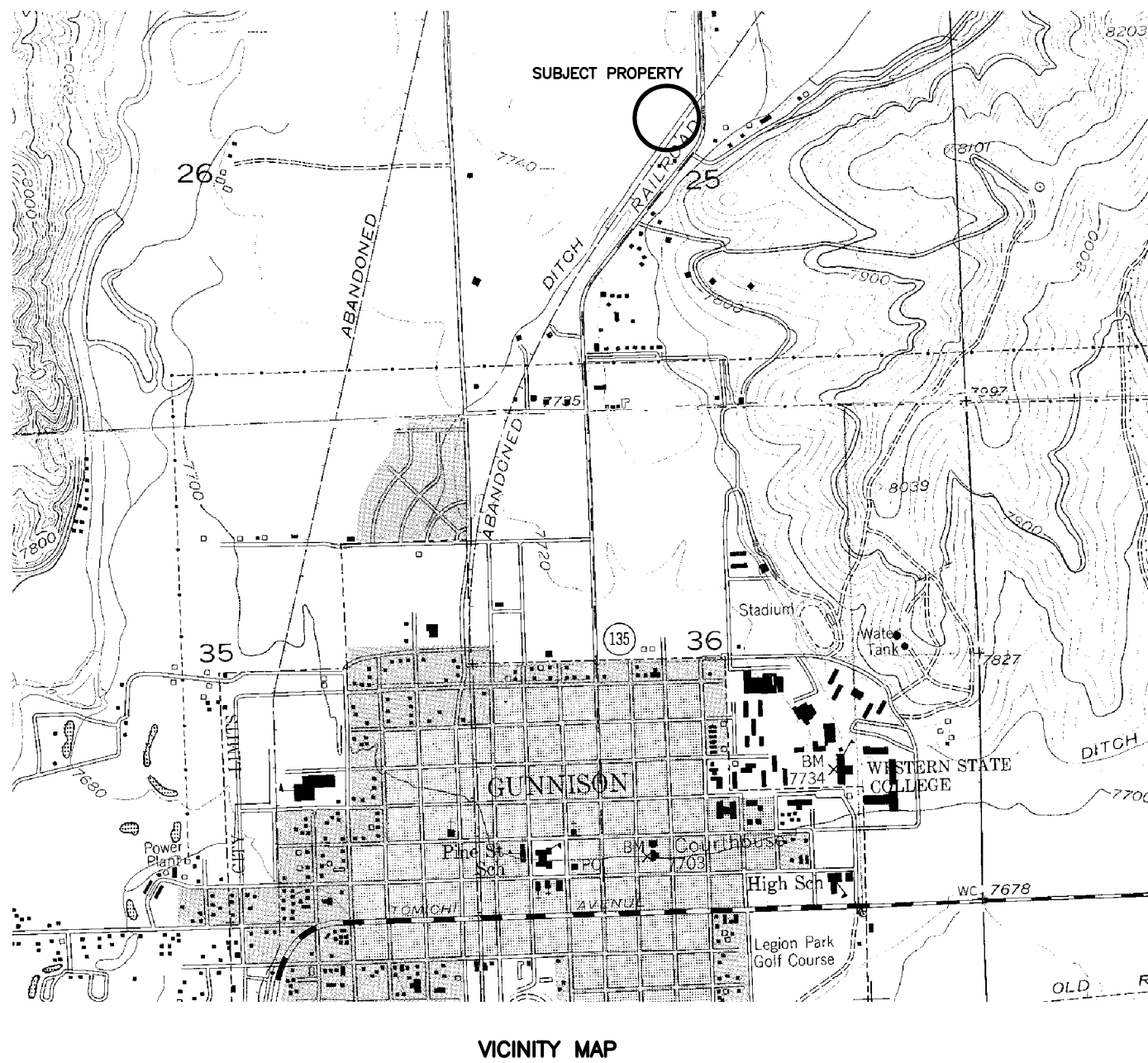
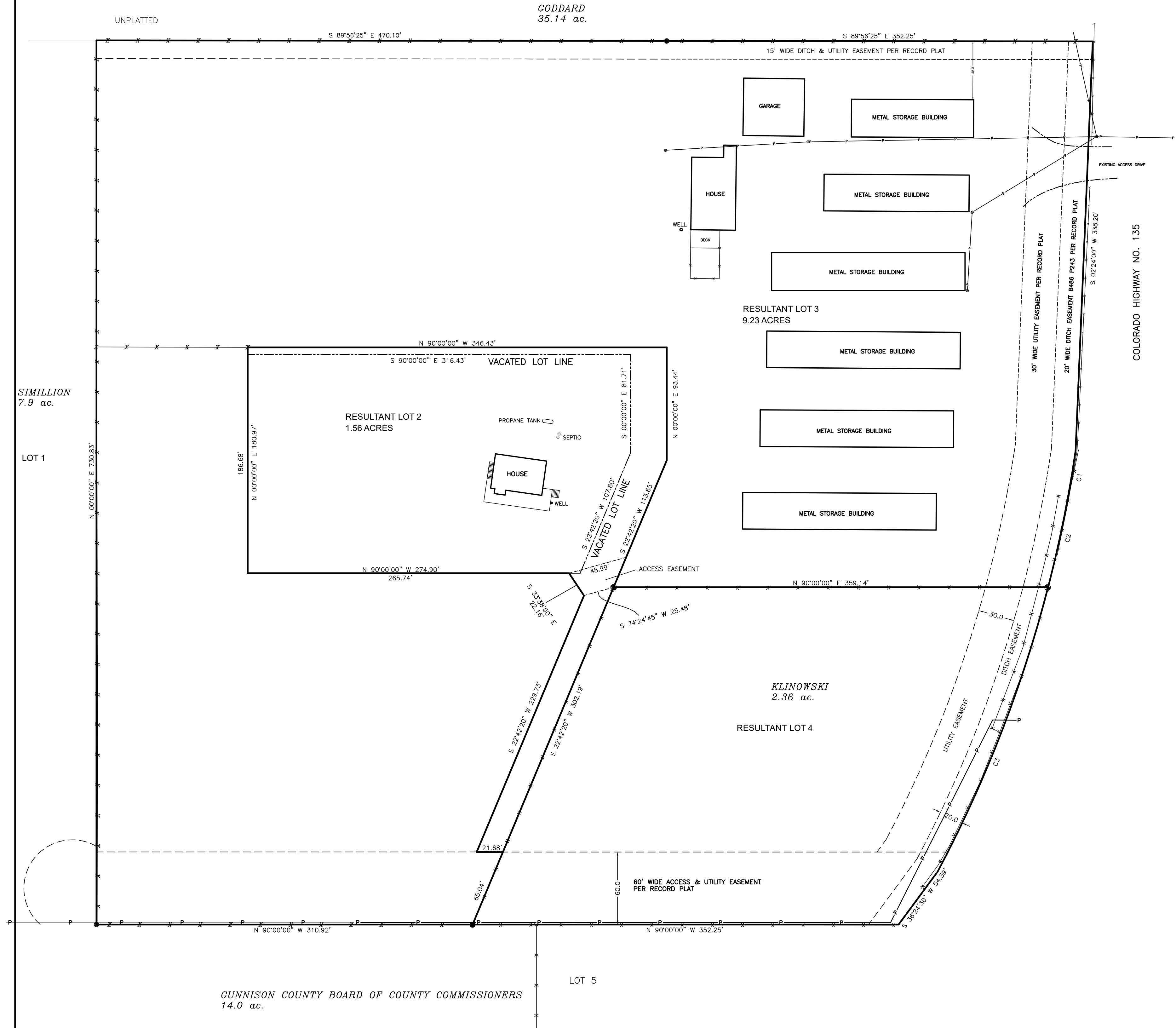
GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This survey was accepted for deposit in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____, A.D. 2025,
Deposit Number _____, Time _____, Date _____.

Gunnison County Clerk and Recorder

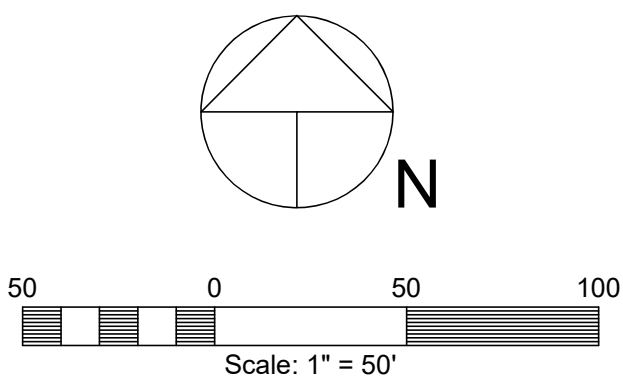
PEARSON SURVEYING P.O. BOX 652 GUNNISON, CO 81230 970-641-2910 PROJECT # 24-1-7	DATE : 7/31/24 LATEST REVISION DATE : 8/27/25 SHEET 1 OF 2
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BOUNDARY LINE ADJUSTMENT
RESULTANT LOT 2 AND RESULTANT LOT 3, FLYING E RANCH SUBDIVISION
ACCORDING TO THE PLAT FILED AT RECEPTION NO. 662373
GUNNISON COUNTY, COLORADO



- LEGEND
- Found rebar with aluminum cap stamped "LS 11250"
 - Found rebar with plastic cap stamped "LS 34979"
 - Utility pedestal
 - P—P— Overhead utility lines
 - X—X— Fence
 - - - - Easement boundary per record plat

NOTES: Property located by field measurements to the West Quarter Corner of Section 25, using the bearings and distances on record plat relative to said monument.
Basis of bearings is record bearing between found monuments on the south boundary of subject property.



PEARSON SURVEYING P.O. BOX 652 GUNNISON, CO 81230 970-641-2910 PROJECT # 24-1-7	DATE : 7/31/24 LATEST REVISION DATE : 8/14/25 SHEET 2 OF 2
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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Designating the Gunnison Area as a Spe

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Review and possible adoption of the Gunnison Area Plan, Special Area Regulations, and IGA with City of Gunnison

Fiscal Impact:

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/13/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 60

Agenda Date: 11/18/2025



Gunnison Area Plan + Special Area Regulations

Board of County Commissioners
November 18, 2025

BOCC Strategic Plan and Background Context



By December 31, 2026, Gunnison County will create a review process for approving essential housing projects in designated areas as a use by right or administrative review through Gunnison County Land Use Resolution revisions and the development of a comprehensive corridor plan from Gunnison to Mt. Crested Butte.



By December 31, 2024, completion of the Gunnison Area Community Plan and adoption of regulatory process to streamline and shorten the development review process. This may include amendments to the Gunnison County Land Use Resolution and/or the designation of a Special Area.

Background Context

- Gunnison has grown **about 1% per year** for the last 20 years — steady, modest growth.
- This is a **long-term plan** to guide where and how growth can occur over the next two decades.
- The long-term trend is **stable**, not rapid — meaning planning for future housing is about meeting **workforce needs**, not accommodating explosive growth.
- The **private market** will determine feasibility and timing — these regulations enable opportunity, but don't guarantee development.
- Our challenge has shifted:
 - Twenty years ago, we worried there were no jobs.
 - Now we have jobs — but not enough homes.
- This plan helps ensure that when growth does occur, it supports **housing for our workforce, families, and future generations**.

Colorado State Demographer

Colorado's Housing Shortfall: An Estimate and Review of Existing Studies: September 2025

- The **housing shortfall** in 2023 was estimated to be 106,000 units.
- Based on the latest population projections, **34,100** units would need to be **added each year** to maintain the existing shortage over the next ten years.
- Despite recent decreases in the housing shortfall, housing affordability reached a **record low** in 2023.
- Population growth has outpaced new housing development, resulting in **supply constraints and escalating costs**.
- Between 2000 and 2023, residential property values and rental rates increased at rates exceeding income growth, thereby exerting considerable **financial strain** on many residents.
- Multiple studies have highlighted how Colorado's **housing supply has not kept pace with housing demand** and is particularly deficient relative to other states.

What Happens If We Don't Do Anything?

State of Colorado has passed legislation related to housing and land use.

- **Proposition 123** created the **State Affordable Housing Fund**, dedicating 40% to the Affordable Housing Support Fund and 60% to the Affordable Housing Financing Fund.
- To be eligible for funds, local governments must commit to **increase their affordable housing supply** by a certain percentage annually or a set number of units.
- Gunnison County has **opted in** to Proposition 123 (More Housing Now) to be eligible for funding.
- A key requirement is that local governments must **implement a fast-track system by end of 2026 to review affordable housing projects (at least 50% affordable units) within 90 days**. This must cover the entirety of the County.

The 2024 Housing Needs Assessment prepared by Western Spaces, LLC

How the 2024 Housing Needs Assessment Was Conducted

- **Two-Phase Process**

- **Phase I:** Employer survey, one-on-one interviews, and data analysis to understand workforce and market conditions.
- **Phase II:** Valley-wide resident survey to capture household needs, housing challenges, and preferences.

- **Extensive Community Participation**

- 134 employers representing 44% of local jobs participated.
- 986 residents completed the survey ($\pm 2.5\%$ margin of error).
- Outreach included events, posters, and direct employer engagement across the Valley.

- **Reliable and Locally Grounded**

- Built on 2016 and 2021 studies with updated data and local validation.
- Supported by chambers of commerce, employers, and housing partners.
- Combines **local voices + verified data** for an accurate picture of housing needs.

The 2024 Housing Needs Assessment

Gunnison County AMI by Household Size, 2024

AMI	1 PERSON	2 PERSON	3 PERSON	4 PERSON
120%	86,520	98,880	111,240	123,600
100%	72,100	82,400	92,700	103,000
80%	57,680	65,920	74,160	82,400
60%	43,260	49,440	55,620	61,800
50%	36,050	41,200	46,350	51,500
30%	21,630	24,720	27,810	30,900

Source: Colorado Housing and Finance Authority Income Limits

The 2024 Housing Needs Assessment

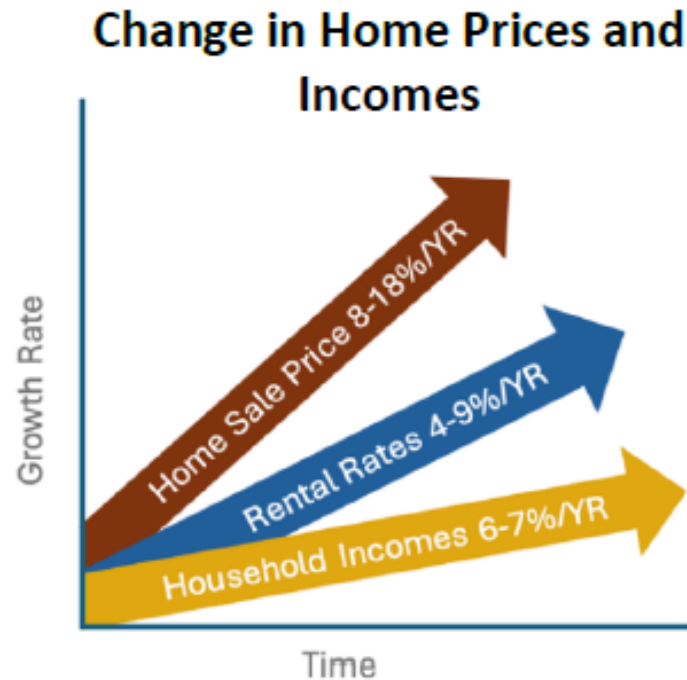
Maximum Affordable Rents and Purchase Price by AMI, Gunnison County, 2024

AMI	50%	80%	100%	120%	150%
Max. Household Income	\$41,200	\$65,920	\$82,400	\$98,880	\$123,600
Max. Affordable Rent	\$1,030	\$1,648	\$2,060	\$2,472	\$3,090
Max Affordable Purchase Price*	\$130,400	\$208,600	\$260,700	\$312,900	\$391,100

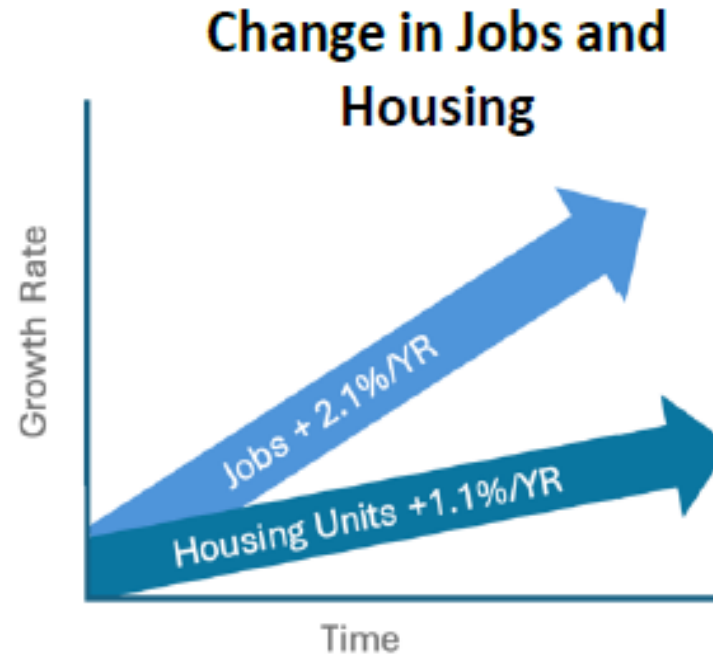
*Assumes 2-person household, 30-year fixed rate mortgage at 7% interest with 20% of payment covering taxes, insurance and HOA fees and 5% down.

The Housing Gap

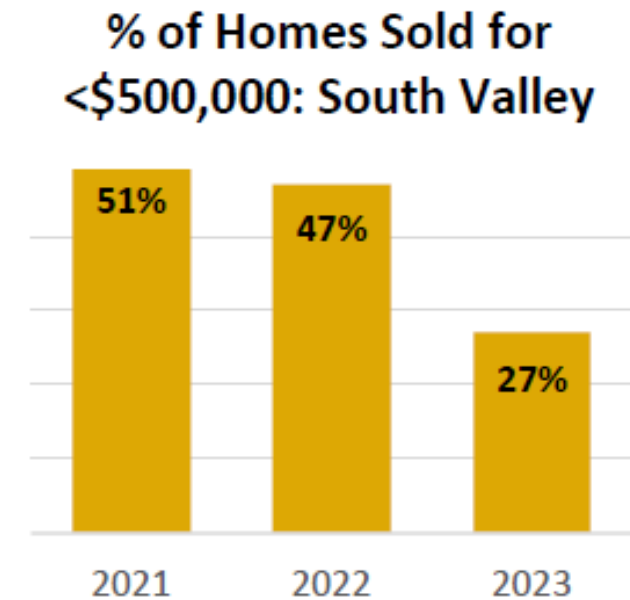
Incomes are not keeping up with home prices and rents



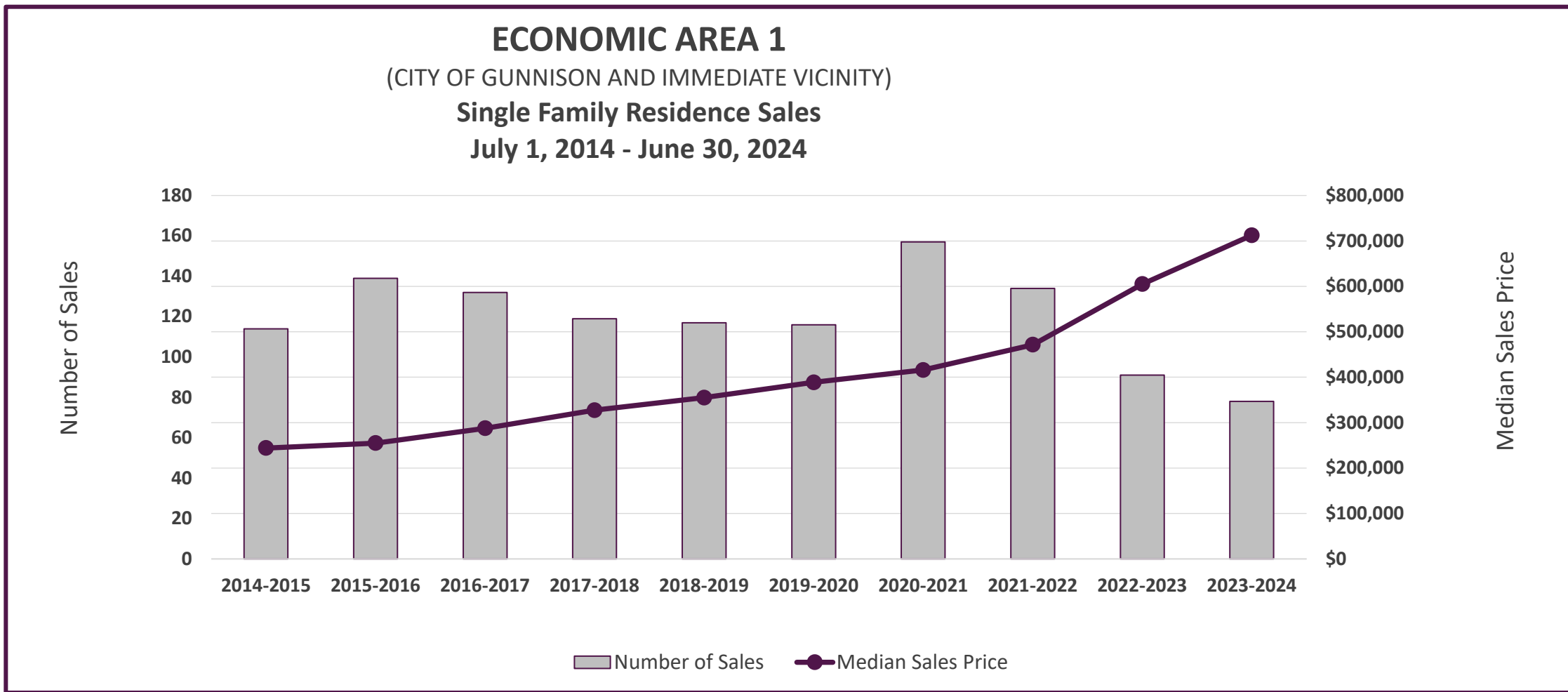
Job growth and housing development are not aligned



Local housing in the South Valley is disappearing



The Housing Gap



The Housing Gap

For local residents searching for rentals, options are expensive and scarce. A 2-person family earning below \$80k will have a hard time finding a home less than \$2000/month

Local workforce are mostly priced out of all types of market rate housing, units under \$500k are scarce throughout valley.

At least 75% must be below market rate to meet workforce demand

1,300–1,550 new homes needed by 2029 (2024 Housing Needs Assessment)

Catch-Up and Keep-Up Housing Needs through 2029³

	Units Needed (low)	Units Needed (high)
Total Catch-Up (Existing Needs)	480	480
Overcrowding	55	55
Functional Rental Market	145	145
Unfilled Jobs	280	280
Total Keep-Up (Projected Needs)	820	1,070
Job Growth	265	515
Retiring Employees	555	555
Total Housing Units Needed through 2029	1,300	1,550

Note: figures rounded to nearest 5

Why It Matters: Housing Shortages Are Impacting Local Services & Economy

- Local businesses **cutting hours or closing** due to lack of workers
- Essential services (medical, postal, plumbing, etc.) **increasingly limited**
- **Childcare shortages** prevent parents from working full time
- Public Institutions Are Building Housing to **Sustain Operations**
- Gunnison County, GVH, RTA, and RE1-J School District actively building, buying, leasing, or planning housing for staff
- Housing has become a **core operational challenge**, not just a planning issue
- New regulations or incentive need to **support** service continuity and economic stability

Gunnison Area Plan

Simplifying and modernizing development rules will:

- Enable **more diverse housing** types (duplexes, townhomes, small multifamily)
- Make projects **financially feasible** for builders
- **Support** local employers in retaining staff

Expand housing options while maintaining neighborhood

compatibility through:

- Workforce housing requirements
- Multimodal (sidewalks, bike lanes, bus stops, roads) connectivity
- Parks and trails requirements
- Infrastructure and utility connectivity
- Road connectivity

Recommended revisions

- Increase in maximum lots size for single family and duplex lots.
 - Single family lot size of 11,000 square feet (just over $\frac{1}{4}$ of an acre)
 - Duplex lot size of 6,000 square feet.
- Reduce the minimum dwelling units per acre to 7 units/acre and the maximum to 17 units/acre.
- Require minor impact land use change permit for more than 17 units/acre to allow for public input.
- Add language that requires developers create appropriate neighborhood transitions:
 - New development shall be designed to respect the character and scale of adjacent neighborhoods. Higher-density or taller buildings shall be located toward the interior of a site, with appropriate buffering, stepbacks, or transitions provided where development abuts existing single-family homes. The intent is to avoid abrupt changes in scale, such as placing large multi-story buildings directly adjacent to single-family residences.
- Inclusion of Phasing for development

Recommended revisions

	Max. Lot Size (Single family)	Max Lot Size (duplex)	Min. Units/Acre	Max Units/Acre (w/o additional review)
Current Draft	9,000 sq ft	4,500 sq ft	10	20
Proposed Revisions	11,000 sq ft	6,000 sq ft	7	17

Net Density vs. Gross Density

Recommended Revisions for Net Density

The following areas shall be excluded from Lot Size:

- (a) Areas under streams, lakes, agricultural ditches, and other natural water courses up to the ordinary water mark; v;
 - (b) Areas within any public or private access easement or right-of-way.
 - (c) Areas within any public trail or trail easement, either platted, deeded or otherwise conveyed to the County
- A subdivision or other development application is not automatically entitled to the maximum density and/or floor area allowed in the special area in which the land is located. Density and permitted floor area shall be established based upon compliance with adopted standards and consideration of adopted plans and policies

Road Standards

Special Area Regulations (South Urban Transition Area)

- LUR Section 12-103: Road System
 - Traffic study required for more than 100 new trips/day
 - 12-103: F. requires new development to mitigate its impacts to road systems including:
 - Granting of ROW/easements
 - Addition of lanes
 - Redesign & construction of intersections, etc.
 - Bike & pedestrian facilities
 - Traffic control devices
 - Traffic separation facilities
 - Traffic calming devices
- Additionally: Section 8. C. Transportation of SAR allows on street parking, progressive parking standards, sidewalks, bike connectivity

Land Use Resolution

- LUR Section 12-103: Road System
 - Traffic study required for more than 100 new trips/day
 - 12-103: F. requires new development to mitigate its impacts to road systems including:
 - Granting of ROW/easements
 - Addition of lanes
 - Redesign & construction of intersections, etc.
 - Bike & pedestrian facilities
 - Traffic control devices
 - Traffic separation facilities
 - Traffic calming devices

Application Process

Special Area Regulations

(10 unit rental development)

- Submit building permit application which includes:
 - Development layout plan (lots, roads, sidewalks, easements, trails, parks, setbacks, snow storage, etc.)
 - Traffic study
 - Pre-annexation agreement with City for utilities
 - Stormwater management plan
 - Weed management
 - All applicable LUR sections
- Staff reviews application to determine compliance with standards
- Referral of application to necessary agencies (Public Works, CDOT, etc.)
- Staff identifies any deficiencies, additional submittals required, mitigation required based on referral agency comment and review
- Once above items are vetted and approved by applicable agency and compliance is verified permits may be issued.

Timeline: 6-8 weeks

Land Use Resolution

(10 unit rental development)

- Submit Land Use Change Permit Application
- Staff reviews application to determine completeness
- Referral of application to necessary agencies (Public Works, CDOT, CPW, etc.)
- Staff identifies any deficiencies, additional submittals required, based on referral agency comment and review
- Once Sketch Plan application is determined complete it is scheduled for Planning Commission review.
 - Work Sessions
 - Site Visit
 - Joint Public Hearing
- Planning Commission recommendation to BOCC
- BOCC Review and Decision
- Submittal of Prelim Plan application (cycle above is repeated)

Timeline: 1-2 years

Next Steps

- BOCC action on Gunnison Area Plan, Special Area Regulations, and Intergovernmental Agreement with City of Gunnison
- Section 1-110: B.1.f.

“The BOCC shall consider the map, report, the proposed regulations, the Planning Commission’s recommendation, the public testimony and evidence provided at the public hearing, and requirements of Section 1-110: C. Standards of Approval. The BOCC, by written resolution, shall adopt the designation and proposed regulations, adopt the designation and proposed regulations with modifications, or deny the designation and proposed regulations.”

Questions?





Gunnison County Community & Economic Development Department

Phone: (970) 641-0360

Email: planning@gunnisoncounty.org

Website: www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners

From: Cathie Pagano, Assistant County Manager for Community and Economic Development and
Hillary Seminick, Planning Director

Date: November 12, 2025

Subject: Gunnison Area Plan and Special Area Regulations

Introduction/Background

The Gunnison Area Plan (GAP) and associated Special Area Regulations (SARs) represent the culmination of a multi-year, joint planning effort between Gunnison County and the City of Gunnison to proactively manage growth, support attainable housing, and protect the rural character of the Valley. This process began in 2022 with extensive public engagement and coordination across City and County departments, regional partners, and community stakeholders.

This work directly advances the Board of County Commissioners' 2024 Strategic Plan goals, specifically Strategic Result D.3, which calls for creation of a streamlined review process for essential housing projects and completion of the Gunnison Area Plan by the end of 2024:

By December 31, 2026, Gunnison County will create a review process for approving essential housing projects in designated areas as a use by right or administrative review through Gunnison County Land Use Resolution revisions and the development of a comprehensive corridor plan from Gunnison to Mt. Crested Butte.

By December 31, 2024, completion of the Gunnison Area Community Plan and adoption of regulatory process to streamline and shorten the development review process. This may include amendments to the Gunnison County Land Use Resolution and/or the designation of a Special Area.

The need for this coordinated framework has become increasingly clear. The 2024 Gunnison Valley Housing Needs Assessment identifies a shortfall of over 1,300 homes by 2029, most of which must be attainable to local workers and families. At the same time, development pressures near the City's boundary continue to grow. Without a clear plan and regulatory framework, the County remains in a reactive posture—evaluating projects case-by-case, rather than guiding development to appropriate, serviceable areas.

The Gunnison Area Plan and SARs together provide a balanced, forward-looking approach: they direct growth where infrastructure and services can support it, preserve agricultural and wildlife lands, and make development processes more predictable and efficient for both property owners and the public.

Planning Commission Recommendation

On October 23, 2025, at its regularly scheduled meeting, the Planning Commission voted to recommend approval of the Gunnison Area Plan.

On November 6, 2025, at its regularly scheduled meeting, the Planning Commission voted to recommend approval of the proposed Gunnison Area Special Area Regulations to the Board of County Commissioners.

The Planning Commission recommended the following revisions to the Special Area Regulations after receiving extensive public comments:

- Increase in maximum lots size for single family and duplex lots. Planning Commission recommends a maximum single family lot size of 11,000 square feet (just over ¼ of an acre) and a maximum duplex lot size of 6,000 square feet.
- Reduce the minimum dwelling units per acre to 7 units/acre and the maximum to 17 units/acre.
- Require a minor impact land use change permit for more than 17 units/acre to allow for public input.
- Add language that requires developers create appropriate neighborhood transitions:
 - New development shall be designed to respect the character and scale of adjacent neighborhoods. Higher-density or taller buildings shall be located toward the interior of a site, with appropriate buffering, stepbacks, or transitions provided where development abuts existing single-family homes. The intent is to avoid abrupt changes in scale, such as placing large multi-story buildings directly adjacent to single-family residences.
- Change from gross density to net density:
 - The following areas shall be excluded from lot size:
 - (a) Areas under streams, lakes, agricultural ditches, and other natural water courses up to the ordinary water mark.
 - (b) Areas within any public or private access easement or right-of-way.
 - (c) Areas within any public trail or trail easement, either platted, deeded or otherwise conveyed to the County
 - A subdivision or other development application is not automatically entitled to the maximum density and/or floor area allowed in the special area in which the land is located. Density and permitted floor area shall be established based upon compliance with adopted standards and consideration of adopted plans and policies

	Max. Lot Size (Single family)	Max Lot Size (duplex)	Min. Units/Acre	Max Units/Acre (w/o additional review)
Original Draft	9,000 sq ft	4,500 sq ft	10	20
PC Revisions	11,000 sq ft	6,000 sq ft	7	17

Compliance with Section 1-110: C. *Standards of Approval*

At the November 6, 2025 Planning Commission meeting, the Planning Commission made the following findings of approval for the proposed Special Area. LUR standard in *italics*, Planning Commission recommendation in standard typeface.

1. *DEVELOPMENT ACTIVITY. The intensity and type of current and foreseeable development in the area.*

Gunnison County is experiencing increased demand for development within the proposed Special Area. The 2024 Gunnison Valley Housing Needs Assessment identifies a significant shortfall in attainable housing for the local workforce. The County has also seen a rise in Major Impact Land Use Change applications for residential projects. Without a comprehensive planning framework, the County must react to development proposals on a case-by-case basis, rather than proactively directing growth to appropriate locations. The Special Area designation allows the County to plan strategically for anticipated demand and manage development consistent with community goals.

2. *RATIONALE AND NEED FOR DESIGNATION. The purpose and need of the proposed designation.*

The Special Area designation is needed to create a more predictable and efficient framework for development, enabling additional housing opportunities while maintaining clear community safeguards. It directly implements the Board of County Commissioners' 2024 Strategic Plan priorities and aligns with state housing initiatives, including Proposition 123. The designation responds to the region's documented housing and service needs for essential workers such as law enforcement, educators, and healthcare providers.

The Special Area Regulations also substantially streamline the permitting process—an issue many community members have described as overly complex—by providing clear, consistent standards that improve both the timeliness and predictability of outcomes for property owners, developers, and neighboring residents.

3. *BOUNDARIES. The proposed boundaries of the area proposed for designation.*

The boundaries reflect areas that:

- Have existing or planned access to utilities and transportation networks;
- Are located outside of known hazard areas and high-value wildlife habitat; and
- Offer logical connectivity to the City of Gunnison and its services.

The boundary delineation was developed in coordination with the City of Gunnison and informed by adopted planning documents, utility analyses, and environmental mapping. This approach concentrates higher-intensity development near existing infrastructure while preserving agricultural lands, protecting wildlife corridors, and preventing the proliferation of wells, septic systems, and scattered rural development.

The boundaries are intended to guide coordinated City/County planning over time and may be refined through future updates as infrastructure capacity and community priorities evolve.

4. *COMMUNITY PLAN OR TECHNICAL STUDY. Any community plan or technical study that may have been conducted regarding the proposed designation.*

The Special Area designation is supported by multiple adopted or referenced plans and studies, including the One Valley Resiliency Roadmap, City of Gunnison 2030 Comprehensive Plan, Gunnison Met Rec 2025 Regional Recreation Master Plan, City of Gunnison Source Water Protection Plan, City of Gunnison Water Master Plan, CDOT Access Control Plan, and the 2024 Gunnison Valley Housing Needs Assessment.

5. *ALTERNATIVES. Whether the particular purpose to be achieved by the designation can be best achieved by designating that geographic area for specialized land use regulation, or whether the purpose could better be achieved by an alternative method, including the adoption of regulations that would apply countywide.*

The Special Area Regulations are a more precise tool than countywide Land Use Resolution amendments. They provide specific development and design standards that reflect the area’s proximity to the City of Gunnison and their access to a more urban level of service. These tailored standards are not appropriate for the entirety of Gunnison County, where much of the private land is extremely rural, lacks access to infrastructure, and where the County seeks to maintain the distinct character and function of its rural communities. The Special Area approach allows the County to establish clear, predictable standards for urban-transition areas while preserving the rural character of the County.

6. *ADVERSE IMPACTS AND EXPECTED BENEFITS. Any adverse impacts that can reasonably be anticipated to result from development in the area if the designation were not to occur, and the expected benefits that can reasonably be anticipated to result from the review of that development in a specialized manner.*

If the designation is not adopted, uncoordinated development will likely increase sprawl, resulting in higher traffic congestion, greater service delivery costs, additional pressure on agricultural lands, impacts to wildlife habitat, and a more dispersed development pattern that is fiscally and environmentally unsustainable.

The absence of a clear framework would also perpetuate the current reactive, case-by-case regulatory process—one that is often viewed as complex, unpredictable, and time-consuming. This lack of clarity has historically discouraged free-market interest in housing development, particularly for attainable and workforce housing projects.

In contrast, the Special Area Regulations provide a predictable, transparent framework that directs growth to appropriate locations, encourages coordinated infrastructure and service planning, protects agricultural and environmental resources, and fosters housing opportunities that support community and economic vitality.

Public Process

The Gunnison Area Plan and SARs were shaped by extensive public engagement beginning in 2022, including public meetings, open houses, and formal hearings before the Planning Commission and Board of County Commissioners. Public feedback has been critical in refining the Plan and Regulations to better reflect community values and address specific concerns regarding density, traffic, and development process transparency. Additionally, the County maintained a website during the entirety of the project timeline with targeted opportunities for online engagement.

- | | |
|--|---------------------------|
| • Joint City and County Work Session | September 13, 2022 |
| • Joint City and County Public Works Meeting | September 14, 2022 |
| • Key Stakeholders Meeting | September 14, 2022 |
| • Online outreach w/ survey and website | Fall 2022 and Winter 2023 |
| • Direct mailers (English and Spanish) | Fall 2022 |
| • Outreach at Gunnison Rec Center | March 1, 2023 |
| • Joint City and County Work Session | March 2, 2023 |
| • Press Release to Email Contacts and Papers | March 6, 2023 |
| • Outreach at Gunnison Hockey Rink | March 7, 2023 |
| • Outreach at Gunnison Community School | March 8, 2023 |
| • Outreach at Gunnison Community School | March 9, 2023 |
| • Joint City and County Work Session | March 21, 2023 |

• Joint City and County Public Open House	March 21, 2023
• Joint City and County Work Session	February 5, 2024
• Planning Commission and BOCC Work Session	February 15, 2024
• Joint City and County meeting	March 11, 2025
• Planning Commission Work Session	April 10, 2025
• Direct Mailers (English and Spanish)	April 16, 2025
• Joint City and County Public Open House	May 6, 2025
• BOCC Special Area Initiation	May 6, 2025
• Planning Commission Work Session	May 15, 2025
• Planning Commission Work Session	July 1, 2025
• Planning Commission Work Session	July 10, 2025
• Joint Public Hearing	August 7, 2025
• Joint Public Hearing	September 18, 2025
• Joint Public Hearing	October 23, 2025
• Planning Commission Work Session	November 6, 2025

BOCC Process and Next Steps

Section 1-110: *Process for Designating Special Areas* outlines the standards for the creation of a special area. Per Section 1-110: C. *BOCC Review and Action*:

The BOCC shall consider the map, report, the proposed regulations, the Planning Commission's recommendation, the public testimony and evidence provided at the public hearing, and the requirements of Section 1-110: C. Standards of Approval. The BOCC, by written resolution, shall adopt the designation and proposed regulations, adopt the designation and proposed regulations with modifications, or deny the designation and proposed regulations.

Staff requests review and possible action to approve the following:

- Gunnison Area Plan by resolution
- Gunnison Special Area Regulations by resolution
- Intergovernmental Agreement between the City of Gunnison and Gunnison County by authorization of Chair's signature

Attachments

Staff has provided the following attachments:

- BOCC Resolution for adoption of the Special Area Regulations and Gunnison Area Plan
- Gunnison Area Plan (Exhibit A)
- Special Area Regulations (Exhibit B)
- Maps (Exhibit C)
- Intergovernmental Agreement between the City of Gunnison and Gunnison County for implementation of the Gunnison Area Plan by both parties

Please feel free to contact staff with any questions or concerns. Thank you.

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2025 - ____**

**A RESOLUTION DESIGNATING THE GUNNISON AREA AS A SPECIAL AREA AND
ADOPTING THE GUNNISON AREA PLAN AND SPECIAL AREA REGULATIONS**

WHEREAS, pursuant to Section 1-110: *Process for Designating Special Areas* of the Gunnison County *Land Use Resolution*, as amended, the Board of County Commissioners of Gunnison County (herein the “Board”) has the authority to designate special areas within Gunnison County, Colorado; and

WHEREAS, the purpose of designating the Gunnison Area Special Area are:

1. **TO SIMPLIFY THE LUR REVIEW AND APPROVAL PROCESS.** To simplify the Gunnison County *Land Use Resolution* (“LUR”) review and approval process for real property wholly contained in the Gunnison Special Area.
2. **TO CREATE A FRAMEWORK FOR COORDINATED DEVELOPMENT PATTERNS IN THE GUNNISON SPECIAL AREA.** To coordinate development requirements between the City of Gunnison and Gunnison County.
3. **TO PROVIDE ADDITIONAL OPPORTUNITIES FOR AFFORDABLE AND ATTAINABLE HOUSING.** To encourage the development of affordable and attainable housing in the Gunnison Special Area in order to further the goals of the Gunnison County Strategic Plan and the Gunnison Valley Housing Needs Assessment.
4. **TO PROVIDE OPPORTUNITIES FOR COMPATIBLE COMMERCIAL AND LIGHT INDUSTRIAL USES.** To provide opportunities for neighborhood-scale commercial land uses and light industrial maker spaces, as defined in these Special Area Regulations.
5. **TO ENSURE DEVELOPMENT IS SERVED BY ADEQUATE INFRASTRUCTURE.** To locate development in areas where connection to existing and planned infrastructure, including water, sanitation, and roads is possible.
6. **TO PROTECT THE ENVIRONMENT, PUBLIC HEALTH, SAFETY AND WELFARE; PUBLIC SERVICES, FACILITIES AND PROPERTY.** To avoid or mitigate potential impacts caused by land development within the Gunnison Special Area, to the environment, to public services and facilities, property and public safety and welfare, and land use within the Gunnison Special Area, to the maximum extent feasible.
7. **TO PROTECT LANDS WITH ENVIRONMENTAL VALUE AND NATURAL HAZARDS.** To protect lands with high environmental value or natural hazards by limiting development in these areas.

WHEREAS, the Gunnison Area Plan is identified in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the Gunnison Area Special Area Regulations (SARs) are identified in the Exhibit “B” attached hereto and incorporated herein; and

WHEREAS, the geographic boundaries of the Special Area are described in the attached Gunnison Area Plan maps in the Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Gunnison Area Plan and Special Area Regulations were developed in response to the Gunnison County Board of County Commissioners 2024 Strategic Plan result D.3.

WHEREAS, a joint public hearing was conducted on August 7, 2025, September 18, 2025, and October 23, 2025 by the Planning Commission and Board of County Commissioners, in which the Commission and the Board received and considered both written and oral public comment; and

WHEREAS, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on November 6, 2025, tender to the Board of County Commissioners a recommendation of approval of the proposed special area designation with certain findings, including those set forth in Section 1-110 of the LUR;

NOW, THEREFORE, the Board hereby adopts in full the Planning Commission’s recommendation and the findings of fact therein:

1. DEVELOPMENT ACTIVITY. The intensity and type of current and foreseeable development in the area.

Gunnison County is experiencing increased demand for development within the proposed Special Area. The 2024 Gunnison Valley Housing Needs Assessment identifies a significant shortfall in attainable housing for the local workforce. The County has also seen a rise in Major Impact Land Use Change applications for residential projects. Without a comprehensive planning framework, the County must react to development proposals on a case-by-case basis, rather than proactively directing growth to appropriate locations. The Special Area designation allows the County to plan strategically for anticipated demand and manage development consistent with community goals.

2. RATIONALE AND NEED FOR DESIGNATION. The purpose and need of the proposed designation.

The Special Area designation is needed to create a more predictable and efficient framework for development, enabling additional housing opportunities while maintaining clear community safeguards. It directly implements the Board of County Commissioners’ 2024 Strategic Plan priorities and aligns with state housing initiatives, including Proposition 123. The designation responds to the region’s documented housing and service needs for essential workers such as law enforcement, educators, and healthcare providers.

The Special Area Regulations also substantially streamline the permitting process—an issue many community members have described as overly complex—by providing clear, consistent standards that improve both the timeliness and predictability of outcomes for property owners, developers, and neighboring residents.

3. BOUNDARIES. The proposed boundaries of the area proposed for designation.

The boundaries reflect areas that:

- Have existing or planned access to utilities and transportation networks;
- Are located outside of known hazard areas and high-value wildlife habitat; and
- Offer logical connectivity to the City of Gunnison and its services.

The boundary delineation was developed in coordination with the City of Gunnison and informed by adopted planning documents, utility analyses, and environmental mapping. This approach concentrates higher-intensity development near existing infrastructure while preserving agricultural lands, protecting wildlife corridors, and preventing the proliferation of wells, septic systems, and scattered rural development.

The boundaries are intended to guide coordinated City–County planning over time and may be refined through future updates as infrastructure capacity and community priorities evolve.

4. COMMUNITY PLAN OR TECHNICAL STUDY. Any community plan or technical study that may have been conducted regarding the proposed designation.

The Special Area designation is supported by multiple adopted or referenced plans and studies, including the One Valley Resiliency Roadmap, City of Gunnison Comprehensive Plan (2030), Gunnison Met Rec Regional Recreation Master Plan, City of Gunnison Utility Master Plan, CDOT Access Control Plan, and the 2024 Gunnison Valley Housing Needs Assessment.

5. ALTERNATIVES. Whether the particular purpose to be achieved by the designation can be best achieved by designating that geographic area for specialized land use regulation, or whether the purpose could better be achieved by an alternative method, including the adoption of regulations that would apply countywide.

The Special Area Regulations are a more precise tool than countywide Land Use Resolution amendments. They provide specific development and design standards that reflect the area's proximity to the City of Gunnison and their access to a more urban level of service. These tailored standards are not appropriate for the entirety of Gunnison County, where much of the private land is extremely rural, lacks access to infrastructure, and where the County seeks to maintain the distinct character and function of its rural communities. The Special Area approach allows the County to establish clear, predictable standards for urban-transition areas while preserving the rural character of the County.

6. ADVERSE IMPACTS AND EXPECTED BENEFITS. Any adverse impacts that can reasonably be anticipated to result from development in the area if the designation were not to occur, and the expected benefits that can reasonably be anticipated to result from the review of that development in a specialized manner.

If the designation is not adopted, uncoordinated development will likely increase sprawl, resulting in higher traffic congestion, greater service delivery costs, additional pressure on agricultural lands, impacts to wildlife habitat, and a more dispersed development pattern that is fiscally and environmentally unsustainable.

The absence of a clear framework would also perpetuate the current reactive, case-by-case regulatory process—one that is often viewed as complex, unpredictable, and time-consuming. This lack of clarity has historically discouraged free-market interest in housing development, particularly for attainable and workforce housing projects.

In contrast, the Special Area Regulations provide a predictable, transparent framework that directs growth to appropriate locations, encourages coordinated infrastructure and service planning, protects agricultural and environmental resources, and fosters housing opportunities that support community and economic vitality.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the Gunnison Area Plan, Gunnison Area Special Area Regulations, and Gunnison Area Plan maps are hereby adopted.

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

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted on this ____ day of _____, 2025.

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

Laura Puckett Daniels, Chairperson

Jonathan Houck, Commissioner

Elizabeth Smith, Commissioner

ATTEST:

Deputy County Clerk



GUNNISON AREA PLAN 2025



Prepared by

DESIGNWORKSHOP

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1

Introduction

IMPORTANCE OF THE PLAN

The Gunnison Area Plan is a shared roadmap for how the City of Gunnison and Gunnison County will collaborate to guide growth over the coming decades. Developed through significant public engagement, the Plan reflects the community's clear desire for compact, well-planned neighborhoods; the protection of agricultural lands and open space; stronger community connectivity; and the preservation of wildlife habitat. It answers a central question: how can our community meet the demand for housing, services, and infrastructure while protecting the rural character and landscapes that make Gunnison unique?

WHY THIS PLAN MATTERS

Gunnison is growing, and decisions made today will shape the Valley for generations. Without clear direction, growth could result in sprawl across the landscape, driving up costs for infrastructure, threatening agricultural lands and wildlife habitat, and making housing even less attainable for local workers and families. This Plan provides the framework to focus growth near the City core and within designated areas while preserving the open lands, water resources, and rural identity that residents deeply value.

WHY NOW?

Based on findings from the final 2024 Gunnison Valley Housing Needs Assessment, we understand that the Valley needs roughly 1,300–1,550 homes by 2029, and at least 75% must be priced below market to serve local residents and the workforce. Housing availability directly affects our businesses, services, and our community's quality of life and requires pro-active policy setting to ensure that we meet our community's housing needs and goals.

OUTCOMES WE SEEK

This Plan is not about growth for its own sake. It is about shaping growth to reflect Gunnison's values: a thriving local economy supported by attainable housing, resilient infrastructure, preserved working lands, and healthy natural systems. The outcome is a Gunnison that grows smarter, not just bigger—a community where

residents can afford to live, businesses can hire and keep workers, children can walk safely to school, and the landscapes that define our identity remain intact.

WHAT THIS PLAN DELIVERS

This Plan provides direction across several key policy areas including:

- **Housing Choice and Affordability** – This plan directs new neighborhoods into areas where infrastructure exists allows for a wider mix of housing types, including attainable homes for workers, seniors, and families.
- **Efficient and Fiscally Responsible Infrastructure** – This Plan supports phased growth that is well coordinated with utilities, roads, parks, and services ensuring future development is efficient and sustainable.
- **Walkable, Connected Neighborhoods** – This Plan promotes compact development patterns that support safe streets, sidewalks, trails, and transit connections, improving daily life for residents and reducing reliance on cars.
- **Preservation of Rural Lands and Community Character** – This Plan sets clear boundaries for future growth to help protect agricultural lands, wildlife corridors, and the scenic views that define Gunnison.
- **Streamlined Development Review** – This Plan promotes coordinated processes to reduce permitting time and costs, improve predictability for property owners and developers, and ensure that projects advancing community goals can move forward more efficiently.
- **Alignment Across Governments** – By linking City and County policies, annexation, and utility planning, this Plan ensures consistent decision-making and predictable outcomes for property owners and residents.

PURPOSE OF THE PLAN

The Gunnison Area Plan is intended to align with, and support, the land use vision and policies outlined across City of Gunnison and County planning documents (further outlined on page 7), fostering sustainable growth and development in the region.

The Plan focuses on responsible land use management and infrastructure development within a three-mile radius surrounding the City limits. By prioritizing compact, mixed-use development patterns that enhance connectivity and reduce urban sprawl, the Plan mirrors the community's goals of promoting vibrant,

walkable neighborhoods while preserving open spaces and natural resources. Emphasizing diverse housing options, improved transportation networks, and integrated green spaces, the Plan not only supports economic vitality and community resilience but also ensures that development adheres to environmental stewardship principles supported by the greater Gunnison community.

This Plan will help guide future land use decisions, ensuring a balanced approach to meeting the community's needs and vision for future development.

WHAT DOES SUCCESS LOOK LIKE?



More Housing Choices

Residents have access to new neighborhoods with more attainable housing units including cottages, townhomes, small apartments, and ADUs that fit the local character and incomes of teachers, first responders, healthcare workers, and service workers.



Connected Places

Daily needs for residents is met within a short walk or bike ride, residents will have access to safe links to transit with the ability to have fewer long car trips.



Working Lands & Protected Habitats

Growth is directed to areas that are serviced by utilities, roads and parks, and the community's rural landscapes and wildlife corridors are conserved.



Efficient Infrastructure

Annexation is phased in order to adequately and efficiently expand water and sewer capacity for new development.



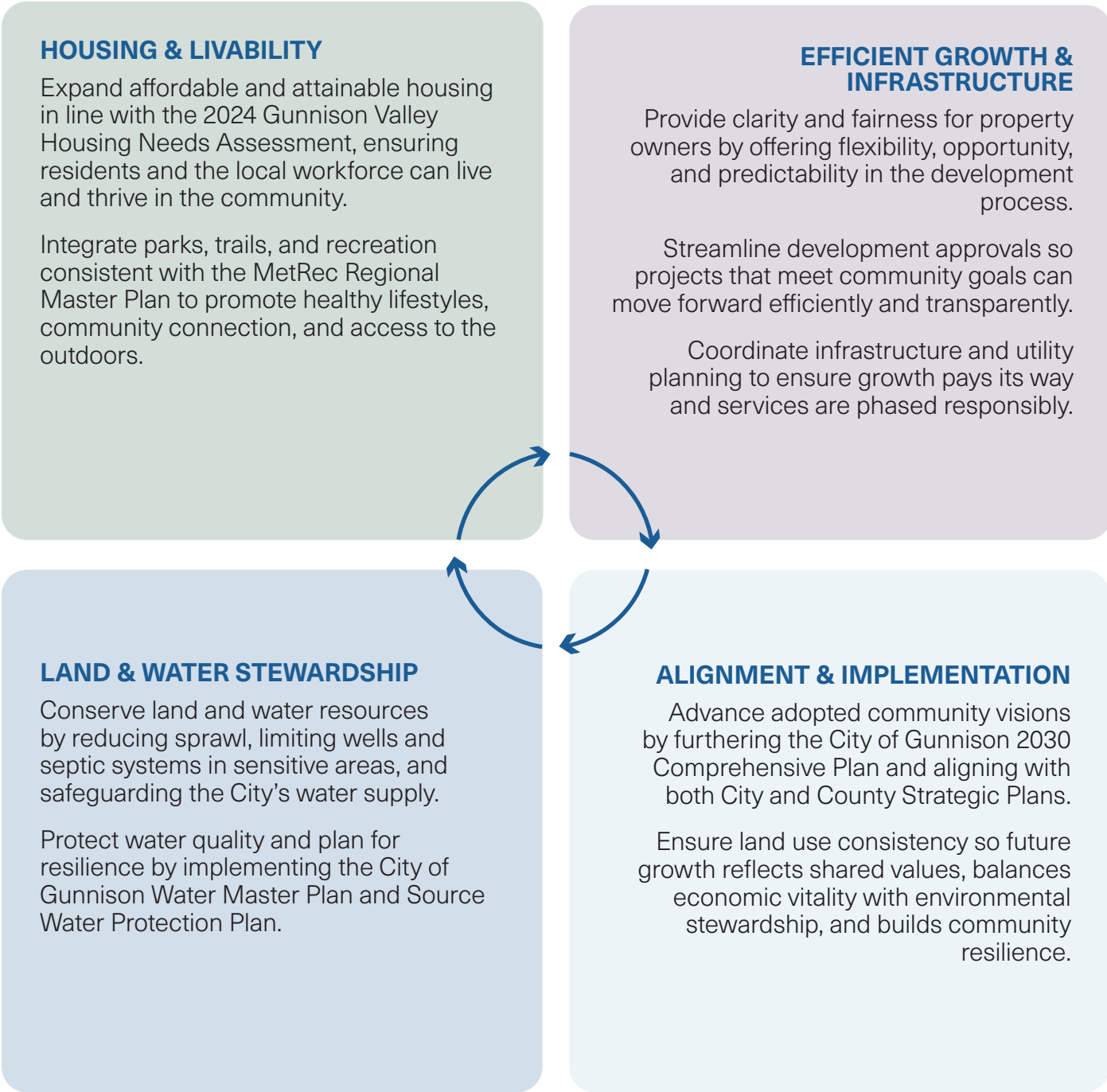
Increased Resilience

Wildfire-wise design, water conservation, and connectivity to central utilities will reduce risk and costs over time.

GUIDING PRINCIPLES

The Gunnison Area Plan provides a clear framework to support compact, connected development; protect natural resources; and strengthen housing and economic opportunity within the three-mile planning area (see Figure 6: Gunnison Three-Mile Area Boundary Map)

Our guiding principles are organized into four distinct but interconnected themes:



PLANNING PROCESS OVERVIEW

The development of the Gunnison Area Plan (“Plan”) is a critical component in envisioning the future of both the City of Gunnison (City) and Gunnison County (County).

The Plan was developed through collaborative efforts to delineate clear objectives and guidelines that aim to enhance the region’s quality of life, promote economic vitality, and safeguard environmental resources for both current and future generations. This Plan fulfills the State of Colorado’s requirement for a three-mile plan and comes shortly after the adoption of the City of Gunnison’s Comprehensive Plan (2020) and Strategic Plan (2024) to ensure that the City and County are aligned across documents and goals.

As part of this effort, multiple documents and studies were reviewed to provide a foundation for historical policy evolutions and a deeper understanding of existing conditions across the County. This Plan, while a stand-alone document, works in collaboration and coordination with several other documents. It seeks to support, rather than duplicate or overwrite, previous efforts. Each of the following documents were reviewed to identify goals, recommendations, and findings to incorporate and bring forward into the Plan.

- **City of Gunnison 2030 Comprehensive Plan** – The Comprehensive Plan was developed to help the City navigate its growth and transition by proactively mitigating challenges and leveraging opportunities as it moves into the future.
- **Intergovernmental Agreement** – This document is a legal agreement between City of Gunnison City Council and Gunnison County Board of County Commissioners. It provides direction to regulate development that may have significant impacts on the Three-Mile Area, and has been updated as a part of the Gunnison Area Plan process.
- **Gunnison Valley Housing Needs Assessment 2024** – This assessment was developed to understand the existing conditions of housing in Gunnison Valley. It supports local jurisdictions, non-profits, and private sector developers in identifying

housing opportunities through highlighting existing housing gaps, home price ranges, and overall housing needs.

- **Gunnison County Board of Commissioners Strategic Plan (2022, 2024)** – This document helps guide the priorities of the County Board of Commissioners. This plan provides focus for capital projects and improvements and identifies how the County prioritizes resources such as staff dedication and funding.
- **Gunnison City Council Strategic Plan 2024** – This document seeks to address key topics identified by the community through engagement efforts. It provides a framework to align staff and financial resources to achieve critical results in addressing the community’s most important issues.
- **City of Gunnison Water Master Plan** – This plan analyzes the City’s water quality and quantity. It summarizes the capability of the existing system and identifies necessary improvements to meet future water demand, regulatory requirements, and delivery needs.
- **City of Gunnison Source Water Protection Plan** – This plan identifies methods to ensure that the City’s water source is protected, and potential threats are mitigated.
- **One Valley Resiliency Roadmap** – The One Valley Resilience Roadmap (OVR) was developed in collaboration with all stakeholders, organizations and municipalities that make up Gunnison County. Given the anticipated growth and changes for the Valley, it guides future goals on topics including housing affordability, land use, transportation, infrastructure planning, climate change, equity and inclusion, and a sense of community.
- **MetRec 2025 Regional Recreation Master Plan** – The Master Plan outlines a strategic vision for the future of parks, recreation, and multimodal connectivity within the Gunnison Area Plan area. The MetRec plan includes specific recommendations for trail connections and parks developed from key themes developed during the community engagement process.

STATUTORY REQUIREMENTS

Colorado state legislature made changes to annexation laws in 1987 (Community Development Office, n.d.). These changes limited municipal annexations to no more than three miles beyond the current municipal boundary in any given year. Additionally, Colorado legislature requires municipalities in Colorado to adopt a Three-Mile plan prior to annexing property into their territorial boundaries (C.R.S. 31-12-105 et. Seq). The requirement states that the plan must “generally describe the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area.”

This requirement enforces a strategic approach to managing growth and development in a coordinated and sustainable manner. A three-mile plan does not require any property owner to annex into the City of Gunnison, nor does it mean that the City of Gunnison is intending to annex all areas within the three-mile plan area. The Gunnison Area Plan identifies land that could be considered for annexation, pending negotiations with individual landowners and compliance with specific standards. This document is a long-range plan that identifies the areas where annexation into the City of Gunnison will be considered and how services will be provided to them while sustaining adequate capacity for existing development. The State of Colorado’s annexation requirements can be found online at [Laws | Colorado General Assembly](#) and is currently stated in C.R.S. 31-12-105.



Figure 1: Retail Center City of Gunnison



Figure 2: Historic Residence



Figure 3: Recreational Trails

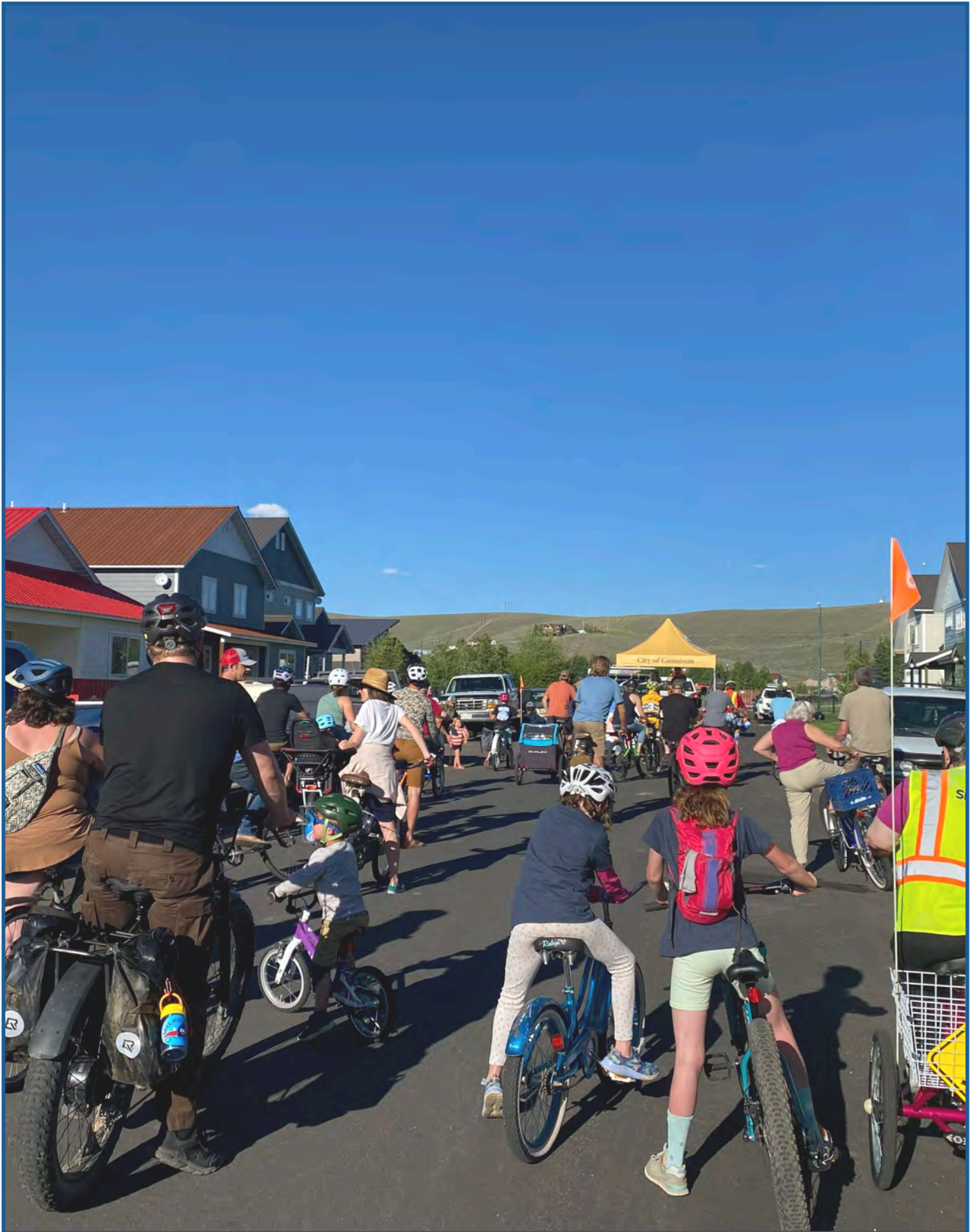


Figure 4: City of Gunnison Summer Music Cruise

2

Gunnison Area Plan Framework

REGIONAL COORDINATION

The City of Gunnison and the surrounding three-mile growth area is situated in the middle of Gunnison County, surrounded by the Rocky Mountains and Gunnison National Forest. The City is the gateway to the Gunnison Valley, located at the intersection of Highway 50, running east and west through the region, and Highway 135, running north to Crested Butte. Increased tourism to Crested Butte, in addition to the City's proximity to surrounding nature and recreation, attracts both new residents and year-round outdoor enthusiasts, serving as a driver for growth and demand for more attainable housing.

Both the County and the City are at a pivotal point of growth and change. The City of Gunnison is seeing more significant growth and as a result, transitioning from a rural mountain town to a small city. A critical consideration is where this increase in population will live and work given current development pressures in the community, including but not limited to:

- Limited housing availability
- Increasing land and infrastructure costs
- Threats to open space and habitat
- Risk of fragmented or inefficient development

In response to this anticipated growth, Gunnison County and the City of Gunnison began the update to the Three Mile Plan, now known as the Gunnison Area Plan, and associated maps to identify appropriate areas for growth.

This Plan will be implemented through zoning, annexation policies, special area regulations, and infrastructure coordination. This is accomplished through the coordinated development of an Intergovernmental Agreement (IGA) between the City of Gunnison and Gunnison County, the development of Special Area Regulations (SAR) that provide guidance for development in the planning areas defined in this document.

These documents collectively ensure that there is no duplication or regulatory gaps, that infrastructure extensions are cost-effective, and that developers and the public can have certainty in land use outcomes.

Figure 5 below illustrates current County boundaries. Figure 6 to the right, illustrates the three mile planning area in which the Urban Transition Areas, defined on Page 18, are located.

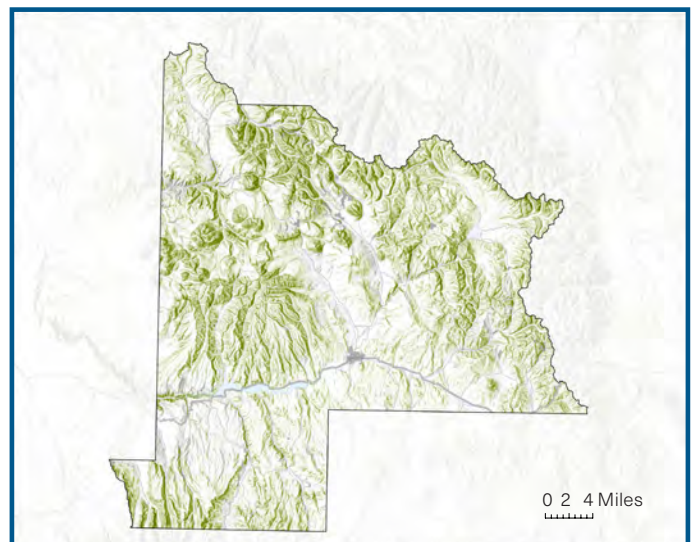


Figure 5: Gunnison County Map

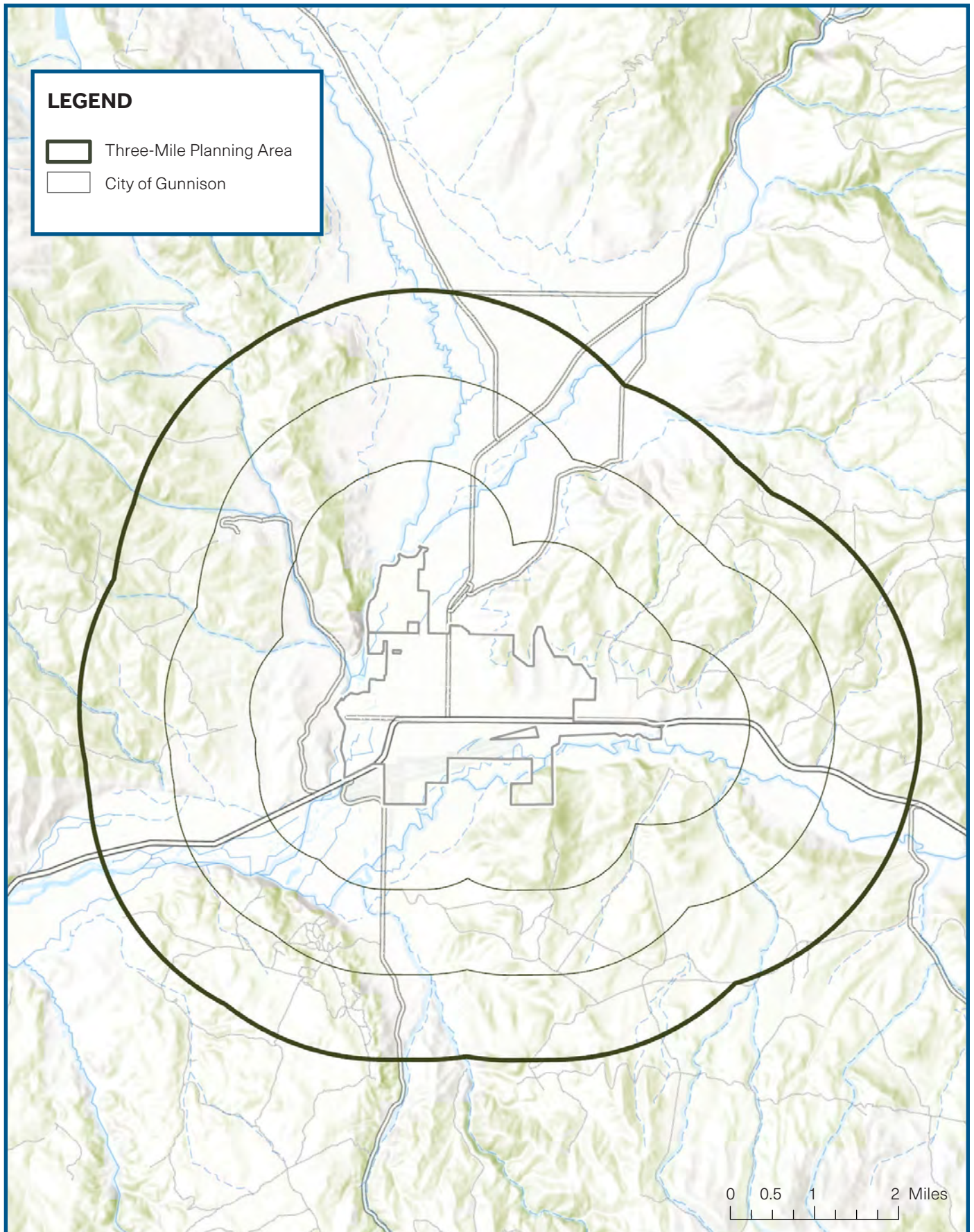


Figure 6: Gunnison Three-Mile Area Boundary Map

CITY OF GUNNISON URBAN GROWTH BOUNDARY

Urban Growth Boundaries are a growth management tool that defines where urban development is permitted and delineates between urban and rural development patterns.

In the City of Gunnison, the Urban Growth Boundary aims to control sprawl by designating specific areas for development, protecting natural landscapes and agricultural lands. For the purposes of this document, the City's urban growth boundary marks a clear transition point: land within the boundary is subject to City land use regulations, while land beyond it is subject to County regulations.

As Gunnison experiences increased pressure for growth and development, this Plan establishes a clear, collaborative framework to manage

land use at the City's edge. By guiding growth to appropriate areas, preserving sensitive landscapes, and aligning infrastructure and utility planning, the Plan supports the Gunnison Valley's long-term prosperity, sustainability, and quality of life.

The City of Gunnison Urban Growth Boundary Map, Figure 7 below, highlights the proposed zoning for areas, which includes C-Commercial, SR - Single Family Residential, MR - Mixed Residential, and HR - High Density Residential.

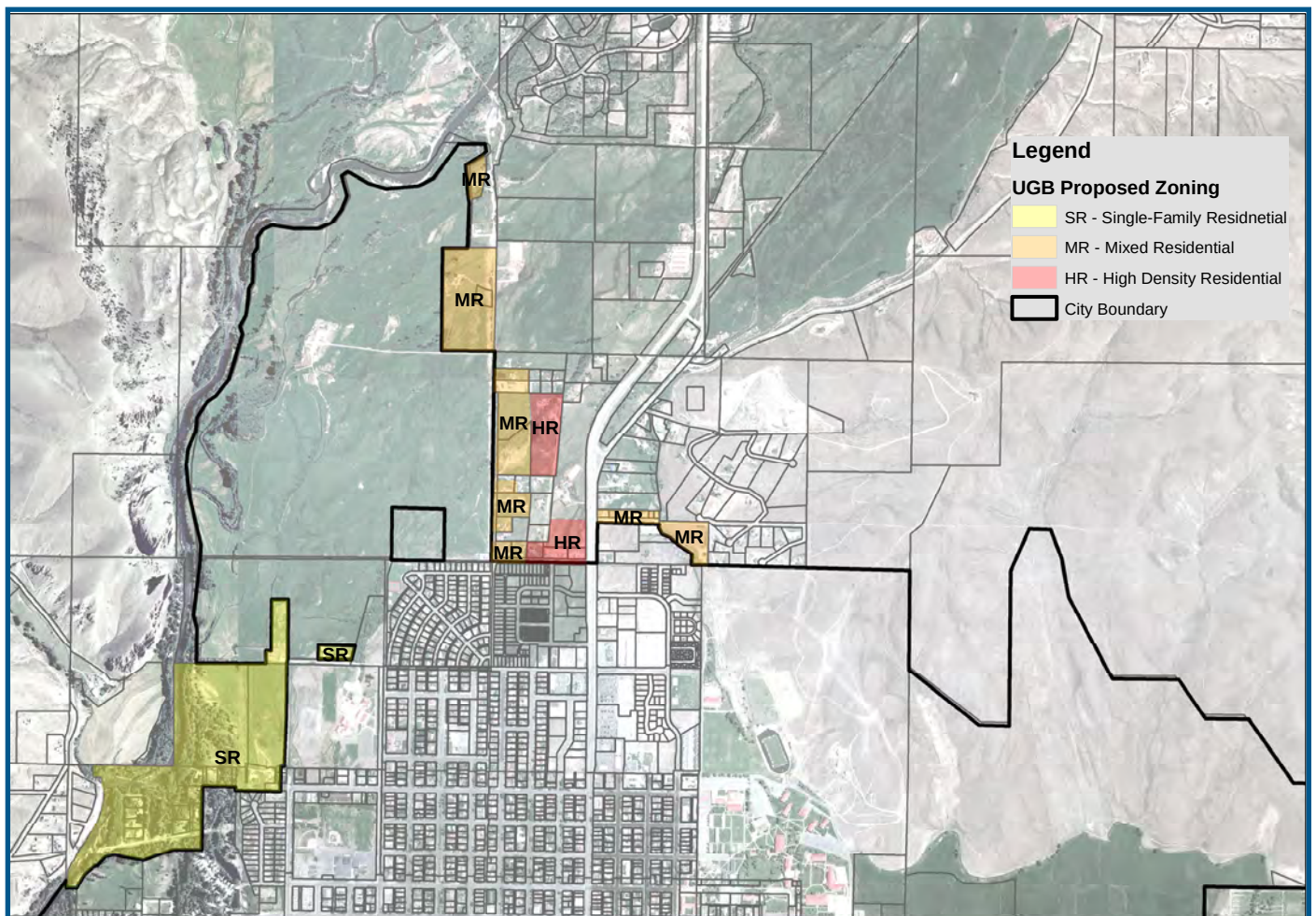


Figure 7: City of Gunnison Urban Growth Boundary Map

JURISDICTIONAL REVIEW AND ANNEXATION PROCESS

The City of Gunnison is an incorporated home rule municipality with specific regulations related to zoning, density, and development standards. The three-mile planning area in Figure 9, encompasses land within the three-mile boundary outside of the City of Gunnison but within unincorporated Gunnison County.

These lands are governed by an Intergovernmental Agreement (IGA) that creates the legal framework for joint decision-making related to growth and development in the planning area. When a property is determined to be eligible for annexation, based on criteria found in C.R.S. 31-12-104, an applicant can apply for annexation and is subject to the City of Gunnison land use regulations. The steps for determining annexation are outlined below and are reflected in the Annexation Pathway graphic:

- **Eligibility Determination:** A property must meet statutory requirements for annexation, including contiguity to the City boundary and compliance with the City's Three-Mile Plan.
- **Pre-Annexation Coordination:** For development of properties within the North Urban Transition Area, a Pre-Annexation Agreement is required. This agreement outlines the terms under which development may occur prior to full annexation, including commitments for utility connections, infrastructure improvements, and land use compatibility.
- **Annexation Application:** Property owners must submit a formal annexation petition to the City. The application includes legal descriptions, maps, and documentation demonstrating compliance with state and local annexation criteria.
- **City Review and Public Hearings:** The City conducts a review of the annexation proposal, including staff analysis and City Council

deliberation. Public hearings are held to gather community input.

- **Annexation Agreement and Ordinance Adoption:** If approved, the City and applicant enter into a formal Annexation Agreement that details development expectations, utility provisions, and any special conditions. The City Council adopts an ordinance finalizing the annexation and initial zoning is applied.
- **Post-Annexation Development:** Once annexed, the property becomes subject to the City's zoning, development standards, and infrastructure requirements. Development may proceed in accordance with City plans, codes, and permitting processes.

Figure 8, below illustrates the jurisdictional hierarchy between the City of Gunnison and Gunnison County. The City has jurisdiction over all land located within the municipality and its Urban Growth Boundary includes defined areas within the three-mile boundary area where potential Annexation and expansion of City Services may occur. The County jurisdiction over all unincorporated lands in the County, covering rural planning and infrastructure reviews such as septic systems, wells, and private roads. Lands located within the three-mile boundary area including the urban transition areas, are subject to Special Area Regulations within the County's Land Use Resolution.

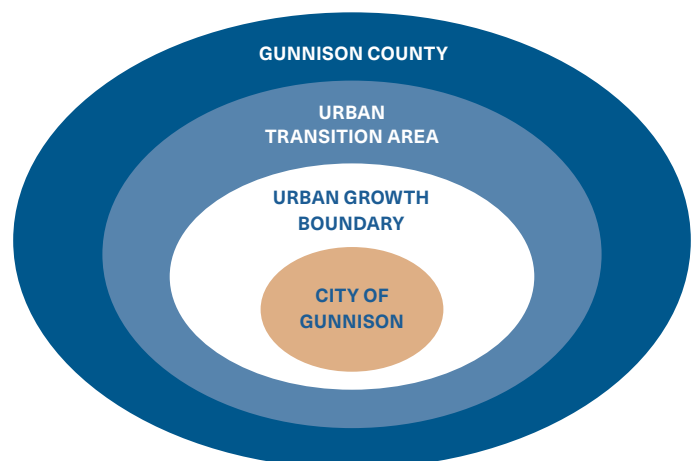


Figure 8: Jurisdictional Hierarchy

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Urban Transition Area Descriptions

URBAN TRANSITION AREAS OVERVIEW

Since the adoption of the last three-mile plan, three major changes to the City's boundary have occurred. These include Gunnison Rising (633 acres), Van Tuyl Ranch (386.9 acres), and Gunnison North (11.93 acres). Within the Gunnison Rising annex, in addition to areas in West Gunnison, the City has undeveloped land that can accommodate growth and development through new households and commercial areas.

Opportunities for this land may include economic development, increased housing-mix diversity, retail attractions, and employment opportunities. As more people move to the area, additional opportunities such as increasing stores, more accessible shopping locations, more parks, greenways, cultural offerings, as community services become possible.

To provide order and framing to these opportunities, and others outside the UGB, a growth framework has been created to define several "Urban Transition Areas".

These areas, and associated goals, are listed below:

- **City Urban Growth Boundary** - Additional affordable housing, infrastructure efficiency, walkability.
- **North Urban Transition Area** - Future expansion area, multimodal connections, and economic development.
- **South Urban Transition Area** - Moderate-density growth, infrastructure use, and increased housing choice.
- **Rural Transition Area** - Rural character, buffer zones, and limited infrastructure cost
- **Rural Area** - Conservation, water quality, and habitat protection

The City UGB, North Urban Transition Area, and South Urban Transition Area represent the most appropriate locations for near- and medium-

term growth in the Gunnison Valley. These areas provide a framework for inclusive, sustainable, and resilient community development that aligns with regional goals and public investment priorities.

These Urban Transition Areas provide a hierarchical system used to categorize different levels of preferred development and expansion to control potential of urban sprawl in the County lands. New growth should first be directed within the City's Urban Growth Boundary, followed by the North and South Transition Areas, while lands designated as Rural Areas are reserved for preservation rather than development. This structure encourages compact growth near City boundaries, protects rural lands from sprawl, and directs infrastructure investments to areas with the greatest return on public investment.

Figure 9 below illustrates the Urban Transition Areas and how they relate to density. Development becomes more urban as it moves from Gunnison County to the City of Gunnison, where density increases and regulations become more prescriptive.

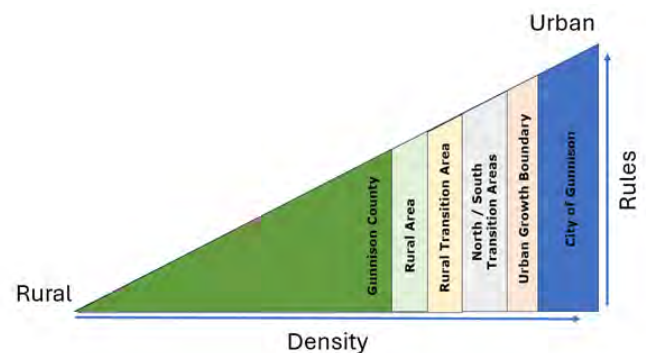


Figure 9: Urban Transition Areas and Relative Density

The Urban Transition Areas Map, Figure 10 to the right, illustrates the locations of the respective areas. Further descriptions are outlined in the pages that follow.

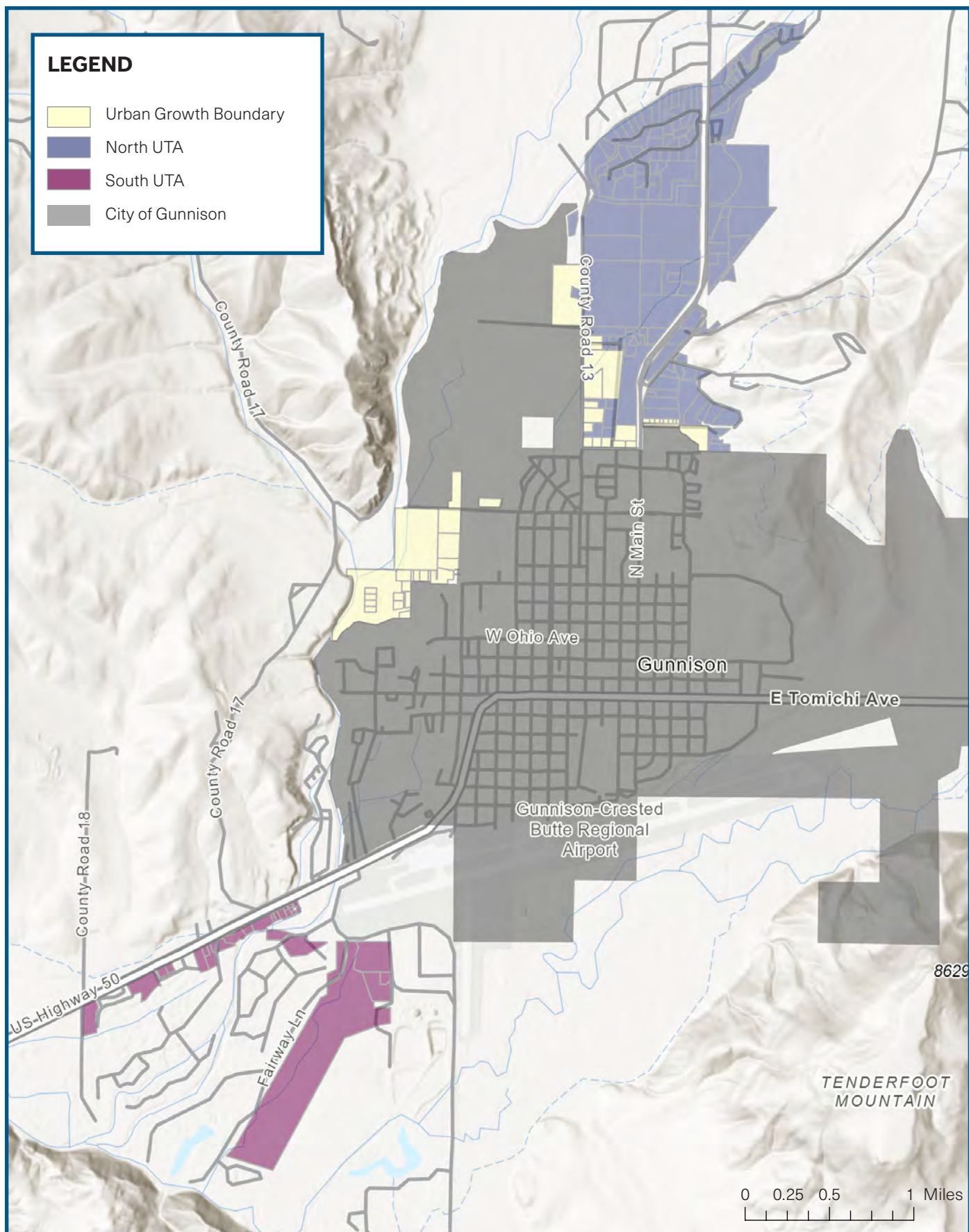


Figure 10: Urban Transition Areas Map

CITY URBAN GROWTH BOUNDARY (UGB)

PURPOSE AND DESCRIPTION	For development located in the City of Gunnison Urban Growth Boundary (UGB), all parcels eligible for annexation will be directed to annex into the City. Development applications will be reviewed by the City of Gunnison.
INTENT AND VISION	The City Urban Growth Boundary (UGB) is the initial focus for future urban growth and is expected to accommodate residential, commercial, and mixed used development. Development here must align with the City's comprehensive plans and infrastructure investments, both now and as they are updated from time to time, creating an efficient and sustainable urban expansion that strengthens the City's core.
DEVELOPMENT PATTERNS	Development will occur through annexation and required connection to City utilities. All projects must comply with City standards, focusing on walkability, compact urban form, and mixed-use potential. Densities and uses will reflect urban characteristics, including multi-family housing and neighborhood commercial opportunities. Concentrating growth within the UGB ensures efficient use of existing infrastructure and public services, reduces long-term maintenance costs, and prevents leapfrog development into more rural and sensitive areas. The UGB fosters development that maximizes infrastructure investments such as water, sewer, and transportation. This reduces the fiscal burden on both the City and County Rate Payers while accommodating future growth responsibly.
ZONING IS REQUIRED:	Development within the City Urban Growth Boundary (UGB) will be zoned through coordination with the City of Gunnison, aligning with anticipated residential, mixed-use, commercial, and light industrial districts. Zoning will be finalized at annexation to ensure consistency with City established zone districts, infrastructure and land use goals.

CITY URBAN GROWTH BOUNDARY (UGB)

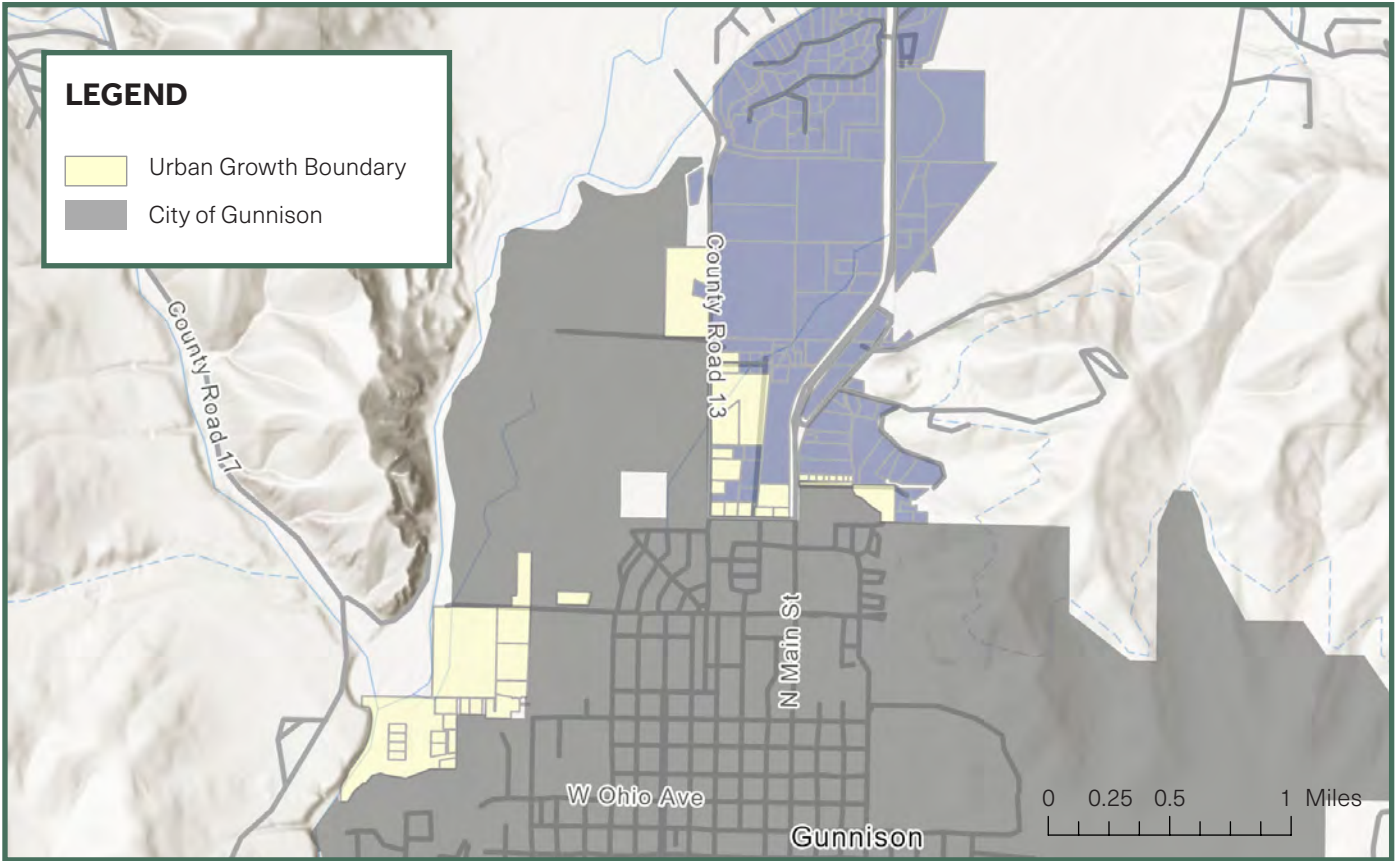


Figure 11: City Urban Growth Boundary Map



Figure 12: Example of Multi-Use Trails for UGB



Figure 13: Example of Mixed Use Development for the UGB

CITY URBAN GROWTH BOUNDARY (UGB)

COMMUNITY IMPACT

The Urban Growth Boundary (UGB) defines a focused area where the City of Gunnison will direct future annexation and urban-style development. While geographically limited and affecting only a modest number of parcels, the UGB has a significant role in shaping how growth occurs. By requiring annexation, connection to City utilities, and compliance with City standards, the UGB ensures that development reflects compact, walkable, and mixed-use patterns that strengthen Gunnison's urban core.

Concentrating growth within the UGB delivers several community-wide benefits:

- » Compact, connected neighborhoods and public infrastructure: Promoting compact development preserves agricultural and natural lands, reduces community infrastructure costs, and supports vibrant neighborhoods with housing, jobs, parks, and civic spaces in close proximity.
- » Housing diversity and choice: Encouraging a range of housing types and densities supports infill development, reduces sprawl, and connects housing and transit planning to improve access and reduce vehicle travel.
- » Mixed-use vitality: Allowing neighborhood-serving commercial uses, live-work spaces, and mixed-use buildings supports walkable, efficient neighborhoods and reduces unnecessary separation between compatible uses.
- » Mobility and access: Streets and paths are designed for safe crossings, slower speeds, and connected networks for walking, biking, and transit, supported by coordinated service improvements and access management.
- » Placemaking and identity: Parks, plazas, gateways, and corridors create gathering spaces, reinforce community character, and provide a clear sense of place within new neighborhoods.

In short, while the physical footprint of the UGB is small, its role is powerful: it directs growth where it can be most efficient, connected, and sustainable—strengthening Gunnison's core while protecting the rural landscapes and natural resources that define the community's character.



Figure 14: Example of Multi-Family Housing for UGB



Figure 15: Example of desired development pattern in UGB

CITY URBAN GROWTH BOUNDARY (UGB)



Figure 16: Example of desired housing types for the UGB

NORTH URBAN TRANSITION AREA (NUTA)

PURPOSE AND DESCRIPTION

These areas are in Gunnison County that are not immediately eligible for annexation but are within the City of Gunnison utility service area. These areas are appropriate for potential annexation when they become eligible. Growth will be focused in these areas to leverage existing infrastructure, community services, and community characteristics to benefit future development. Development applications in these areas are reviewed by Gunnison County Staff and Planning Commission under County Special Area Regulations, with City coordination required to meet all City utility and Right of Way requirements and will proceed with a pre-annexation agreement with the City of Gunnison. Development of single-family and secondary residences are exempt from City utility connection and pre-annexation requirements. Pre-annexation agreements ensure that development contributes to public infrastructure, park land, and utility planning in alignment with City standards—even before formal annexation occurs.

INTENT AND VISION

The North Urban Transition Area (NUTA) represents a critical future growth corridor that will accommodate expansion beyond the current Urban Growth Boundary. This area will support a mix of residential, commercial, and civic uses in a form that is connected, infrastructure-ready, and reflective of the Gunnison Valley’s values. Development in the NUTA is intended to occur in a phased, coordinated manner. This area provides opportunities to extend Gunnison’s neighborhoods while integrating green infrastructure, transportation systems, and community amenities.

DEVELOPMENT PATTERNS

Development will emphasize connectivity to existing infrastructure and utilities through a Pre-Annexation Agreement. It will allow for moderate to high densities and mixed uses with right of way design and utility standards meeting City codes. Pedestrian-friendly layouts and access to services are prioritized. Development will expand multi-modal connectivity using the recommendations of the MetRec 2025 Regional Recreation Master Plan. Parks should be established in “service areas” intended to provide an outdoor gathering space for the surrounding area.

NORTH URBAN TRANSITION AREA (NUTA)

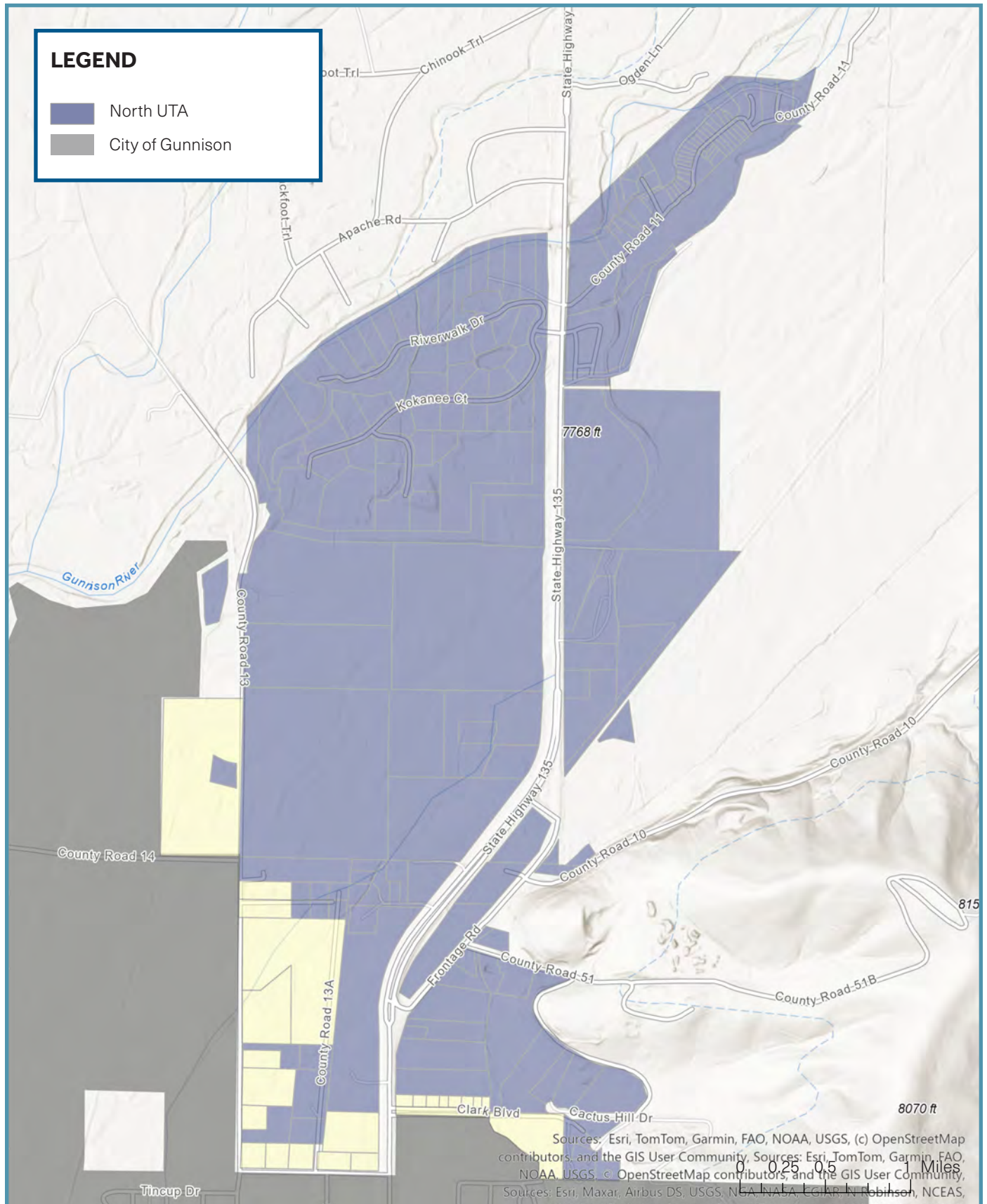


Figure 17: North Urban Transition Area Map

NORTH URBAN TRANSITION AREA (NUTA)

COMMUNITY IMPACT

The North Urban Transition Area (NUTA) is a critical corridor for Gunnison's future growth, offering space for new neighborhoods and community services in close proximity to the City core. By planning for phased, coordinated development, the NUTA allows the City and County to expand housing, transportation, and infrastructure in a way that supports community values while protecting rural lands and sensitive areas beyond.

Development in the NUTA will deliver broad community benefits, including:

- » Expanding housing choices with a mix of single-family, multi-family, and neighborhood-scale commercial uses that respond to the Valley's housing needs.
- » Coordinated infrastructure and utilities through pre-annexation agreements, ensuring that new neighborhoods are service-ready and integrated with City standards.
- » Transportation connectivity with pedestrian-friendly layouts, multimodal networks, and links to Main Street and regional trail systems, guided by the MetRec 2025 Regional Recreation Master Plan.
- » Vibrant, livable neighborhoods with parks, green infrastructure, and civic spaces that provide gathering places and enhance quality of life for all ages.
- » Predictability and fairness for property owners by aligning County and City review processes, establishing clear expectations, and reducing uncertainty in development outcomes.
- » Reduced pressure on rural landscapes by focusing growth where infrastructure and services already exist, helping preserve agricultural lands, wildlife corridors, and the open spaces that define Gunnison's character. Integrating park space and trails into neighborhood plans to support active living and connectivity for all ages.

As a significant growth area, the NUTA represents the next chapter in Gunnison's evolution: a place where coordinated planning translates into housing opportunity, efficient infrastructure, and vibrant community life, while maintaining the rural and natural landscapes that residents cherish.



Figure 18: Example of Single Family and Duplexes for NUTA



Figure 19: Example of Makers Space for NUTA

NORTH URBAN TRANSITION AREA (NUTA)



Figure 20: Example of Single Family Residences for NUTA



Figure 21: Example of desired neighborhood commercial for NUTA



Figure 22: Example of potential development patterns for NUTA

SOUTH URBAN TRANSITION AREA (SUTA)

PURPOSE AND DESCRIPTION	These areas are in Gunnison County and are not expected to be annexed into the City. They are served by County utilities and may be served by City electric services. These areas are appropriate for potential annexation if and when they become eligible. Growth will be focused in these areas to leverage existing infrastructure, community services, and community characteristics to benefit future development. Development applications in these areas are reviewed by Gunnison County, with coordination as needed for potential future annexation or utility connections. .
INTENT AND VISION	The South Urban Transition Area is intended to accommodate thoughtfully managed growth that supports Gunnison’s economic and housing needs while preserving the area’s community scale and character. This area serves as a flexible zone that leverages existing infrastructure to meet future needs, even if annexation is not currently anticipated.
DEVELOPMENT PATTERNS	Growth in this area will be served by County utilities (and City electric where available), with a focus on moderate-density residential development and small-scale non-residential uses. Development must maintain strong design standards and promote multimodal connectivity without assuming future annexation. Development will expand multi-modal connectivity using the recommendations of the MetRec 2025 Regional Recreation Master Plan. Parks should be established in “service areas” intended to provide an outdoor gathering space for the surrounding area.

SOUTH URBAN TRANSITION AREA (SUTA)

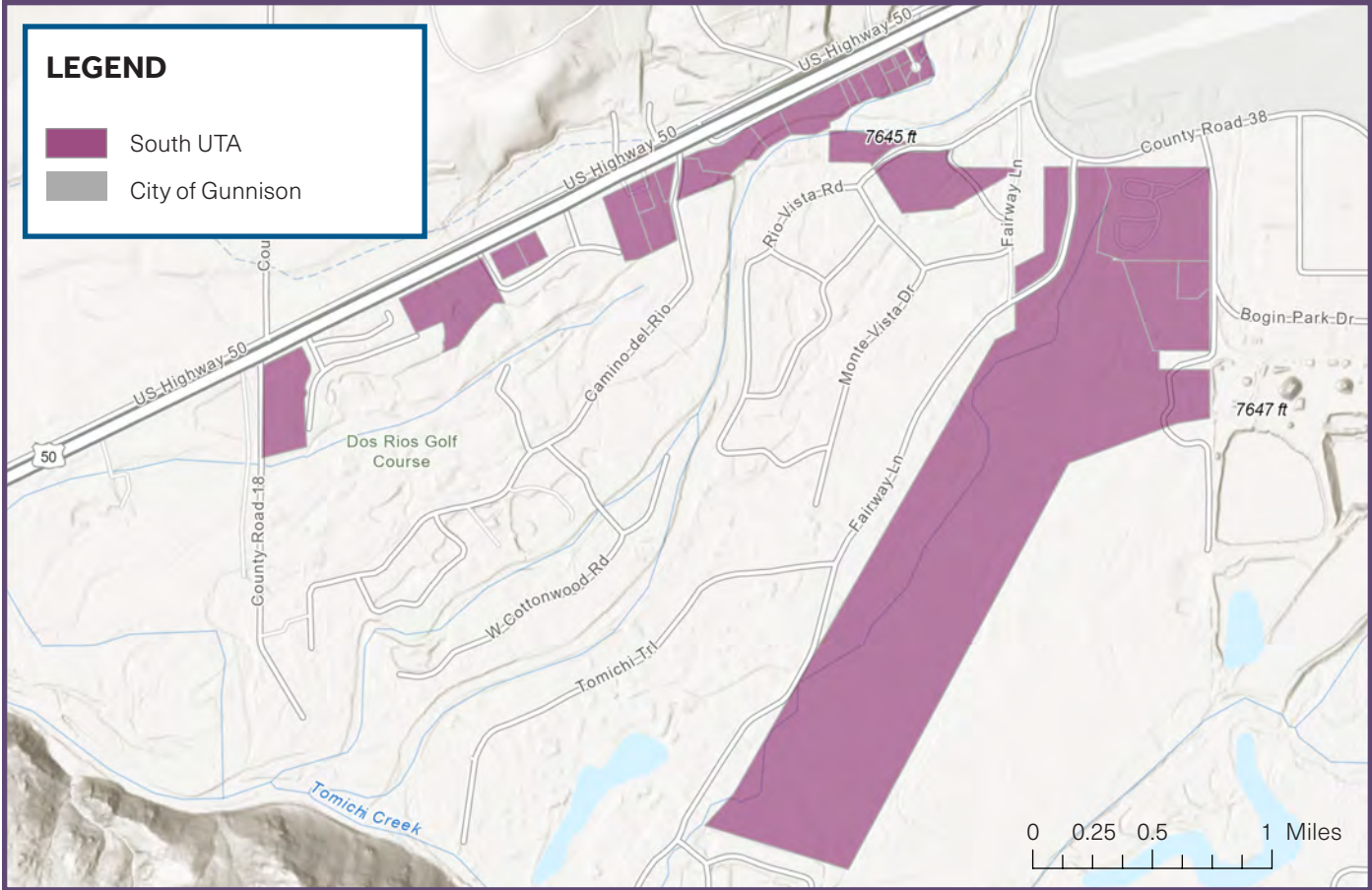


Figure 23: South Urban Transition Area Map



Figure 24: Example of Single Family Residence for SUTA

SOUTH URBAN TRANSITION AREA (SUTA)

COMMUNITY IMPACT

The South Urban Transition Area (SUTA) provides space for thoughtfully managed growth supported by existing utilities. Development here will play an important role in meeting Gunnison's housing and economic needs while maintaining the community's scale, character, and connection to surrounding neighborhoods.

Development in the SUTA will provide key community benefits, including:

- » Expanding housing opportunities through moderate-density residential neighborhoods that include a variety of home types, supporting long-term affordability and stability for local residents.
- » Strengthening community connectivity by creating walkable neighborhoods linked to multimodal networks and aligned with the MetRec 2025 Regional Recreation Master Plan
- » Enhancing livability with well-designed parks, gathering spaces, and small-scale non-residential uses that serve nearby residents and complement existing neighborhoods
- » Promoting sustainable development patterns that minimize environmental impacts, make efficient use of utilities, and reduce scattered rural development.
- » Preserving community character through design standards that reflect Gunnison's values and ensure compatibility with existing development.

The SUTA represents an opportunity to plan for steady, well-coordinated growth—balancing the community's need for housing and services with the protection of rural lands and the preservation of Gunnison's small-town character.



Figure 25: Example of Parks and Open Spaces for SUTA

SOUTH URBAN TRANSITION AREA (SUTA)



Figure 26: Example of Cottage Court Development for SUTA



Figure 27: Example of desired locally-serving commercial for SUTA

RURAL TRANSITION AREA (RTA)

PURPOSE AND DESCRIPTION

The Rural Transition Area (RTA) lies within the Three-Mile boundary but outside the Urban Growth Boundary (UGB) and the North and South Urban Transition Areas (NUTA/SUTA). These lands are not immediately eligible for annexation, lack City utility service, and are intended to remain rural in scale. Development applications are reviewed under Gunnison County standards and regulations.

INTENT AND VISION

The RTA provides a deliberate buffer between designated growth areas and the more sensitive Rural Areas (RA). Its purpose is to manage limited growth in ways that respect rural character, preserve agricultural viability, and protect scenic quality, while preventing scattered development from encroaching into lands that should remain undeveloped. The RTA is not intended for urban services or annexation, but rather for carefully managed, small-scale development that maintains the transition between Gunnison’s neighborhoods and the Valley’s rural landscapes.

DEVELOPMENT PATTERNS

Development in this area is limited to primarily single-family residences at rural densities, consistent with County standards. Urban-scale infrastructure and annexation are not anticipated. Site design should emphasize low-impact development, preservation of open viewsheds, and compatibility with surrounding agricultural and natural lands. Clustered or preservation-oriented subdivision may be considered where it better maintains agricultural use, rural character, or ecological resources. Development should not compromise the preservation intent of adjacent Rural Areas (RA).

RURAL TRANSITION AREA (RTA)

COMMUNITY IMPACT

The RTA helps manage Gunnison's growth framework by acting as a transition zone that balances limited development with preservation. Its community benefits include:

- » Allowing limited, well-managed development while reducing sprawl by directing growth to appropriate rural locations and preventing scattered or leapfrog development.
- » Supporting agriculture and working lands by discouraging fragmentation and maintaining productive land use patterns.
- » Enhancing environmental resilience by maintaining open space that mitigates wildfire risk, protects water quality, and supports wildlife movement.
- » Providing a managed buffer that protects the long-term preservation of agricultural, ecological, and scenic lands while maintaining Gunnison's rural identity.



Figure 28: Gunnison River in RTA

RURAL TRANSITION AREA (RTA)



Figure 29: Example of Single Family Residential development for RTA

RURAL TRANSITION AREA (RTA)



Figure 30: Example of desired cluster development RTA



Figure 31: Example of desired Open Space Recreation for RTA

RURAL AREA (RA)

PURPOSE AND DESCRIPTION

The Rural Area (RA) includes lands within the Three-Mile boundary that are generally not suitable for development due to their ecological value, physical conditions, and location. These areas include ridgelines, critical wildlife habitat and migration corridors, agricultural lands, and areas prone to hazards such as flooding and wildfire. Development applications are reviewed by Gunnison County under County standards and regulations.

INTENT AND VISION

The RA is intended to remain largely undeveloped, preserving landscapes that are essential for ecological health, agricultural viability, scenic quality, and community safety. By maintaining these lands in their natural or working state, the RA helps prevent leapfrog development, limits sprawl, and reinforces Gunnison’s commitment to a clear growth framework that prioritizes compact, connected neighborhoods in designated areas.

DEVELOPMENT PATTERNS

New development is strongly discouraged and limited to very low-intensity uses, consistent with County standards. Urban services, infrastructure expansion, and annexation are not appropriate. Land use decisions should prioritize preservation, agricultural use, hazard avoidance, and the prevention of scattered development patterns.



Figure 32: Example of Appropriate Development in RA

RURAL AREA (RA)

COMMUNITY IMPACT

The RA reinforces Gunnison's identity as a community rooted in open landscapes, agriculture, and natural systems by:

- » Preserving wildlife habitat and migration corridors essential to ecological health.
- » Maintaining scenic ridgelines and viewsheds that define the Valley's character.
- » Supporting agriculture and working lands by discouraging fragmentation and keeping prime soils in production.
- » Reducing community risk by limiting development in floodplains, wildfire-prone areas, and other hazardous locations.
- » Preventing sprawl and leapfrog development by clearly defining these lands as outside the urban growth framework.
- » Providing natural buffers that enhance resilience to climate and environmental change.



Figure 33: Example of Appropriate Development in RA

CONCLUSION

The Gunnison Area Plan provides a clear framework for shaping growth in a way that reflects the values of the community and the vision of its residents. By directing development toward compact, connected neighborhoods and protecting the rural lands, agricultural heritage, and natural resources that define the Valley, this Plan balances the need for housing, infrastructure, and economic vitality with the preservation of community character. It is both a guide for decision-makers and a commitment to the public: that future growth will be thoughtful, efficient, and aligned with the principles of affordability, connectivity, resilience, and preservation.

As Gunnison continues to evolve, this Plan will serve as a living document—adaptable to changing conditions while steadfast in its purpose—to ensure that the community grows smarter, not bigger, and that future generations inherit a thriving town surrounded by open landscapes, strong neighborhoods, and enduring natural beauty.

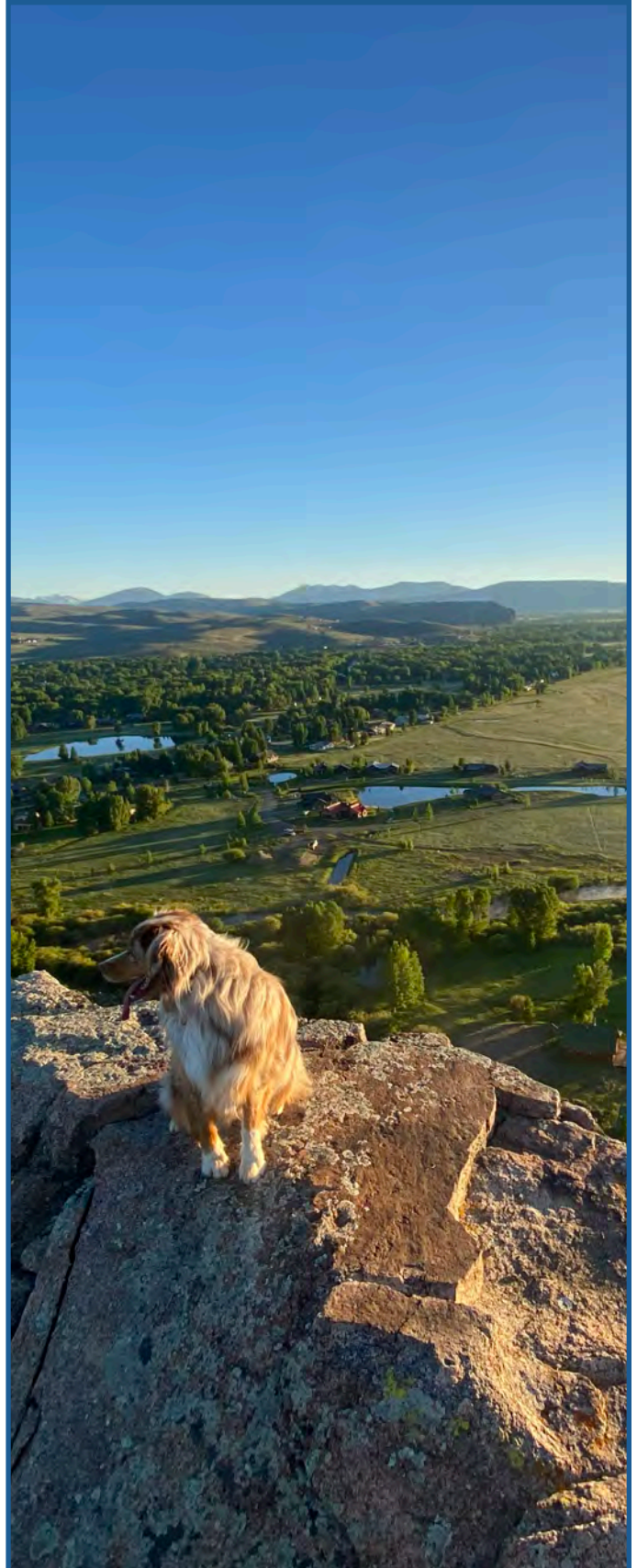


Figure 34: Hartman Rocks Trail



Figure 35: Gunnison Valley

SPECIAL AREA REGULATIONS

GUNNISON SPECIAL AREA

draft

These *Gunnison Special Area Regulations* was adopted by the Board of County Commissioners of Gunnison County, Colorado _____ by Resolution No. _____ Series of _____ (the “effective date of this Resolution”).

draft

DISCLAIMER

REGARDING THE ELECTRONIC VERSION OF THE GUNNISON COUNTY, COLORADO SPECIAL AREA REGULATIONS

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No table of contents entries found.[*Table of Contents to be added](#)

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SECTION 1. AUTHORITY AND PURPOSE

A. GUNNISON SPECIAL AREA.

1. **TITLE AND AUTHORITY.** The Gunnison Special Area and Gunnison Special Area Regulations have been designated by the Gunnison County Board of County Commissioners ("BOCC") Regulations ("SAR") pursuant to Section 1-110: Process for Designating Special Areas of the *Gunnison County Land Use Resolution* ("LUR"), Resolution [REDACTED] as a Special Area.

B. PURPOSE.

1. These Special Area Regulations are intended to ensure development in this area provides appropriate service levels and reflects the community's goals related to land use, housing opportunities, community character, environmental sustainability, natural hazard mitigation, infrastructure access, access to employment centers and services, and multimodal connectivity. These Special Area Regulations shall be liberally construed to further the following purposes:
 - a. **TO SIMPLIFY THE LUR REVIEW AND APPROVAL PROCESS.** To simplify the LUR review and approval process for real property wholly contained in the Gunnison Special Area.
 - b. **TO CREATE A FRAMEWORK FOR COORDINATED DEVELOPMENT PATTERNS IN THE GUNNISON SPECIAL AREA.** To coordinate development requirements between the City of Gunnison and Gunnison County.
 - c. **TO PROVIDE ADDITIONAL OPPORTUNITIES FOR AFFORDABLE AND ATTAINABLE HOUSING.** To encourage the development of affordable and attainable housing in the Gunnison Special Area in order to further the goals of the Gunnison County Strategic Plan and the Gunnison Valley Housing Needs Assessment.
 - d. **TO PROVIDE OPPORTUNITIES FOR COMPATIBLE COMMERCIAL AND LIGHT INDUSTRIAL USES.** To provide opportunities for neighborhood-scale commercial land uses and light industrial maker spaces, as defined in these Special Area Regulations.
 - e. **TO ENSURE DEVELOPMENT IS SERVED BY ADEQUATE INFRASTRUCTURE.** To locate development in areas where connection to existing and planned infrastructure, including water, sanitation, and roads is possible.
 - f. **TO PROTECT THE ENVIRONMENT, PUBLIC HEALTH, SAFETY AND WELFARE; PUBLIC SERVICES, FACILITIES AND PROPERTY.** To avoid or mitigate potential impacts caused by land development within the Gunnison Special Area, to the environment, to public services and facilities, property and public safety and welfare, and land use within the Gunnison Special Area, to the maximum extent feasible.
 - g. **TO PROTECT LANDS WITH ENVIRONMENTAL VALUE AND NATURAL HAZARDS.** To protect lands with high environmental value or natural hazards by limiting development in these areas.

SECTION 2. APPLICABILITY

A. GUNNISON SPECIAL AREA.

1. The Gunnison Special Area Map is the official map designating the Gunnison Special Area as adopted by the Gunnison County Board of County Commissioners, as amended from time to time.
2. These Special Area Regulations shall apply to all development, including the development of new buildings or structures, expansion of existing uses, and change of the use of land or structures within the Gunnison Special Area, unless otherwise exempted from this title.

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SECTION 3. RELATIONSHIP TO GUNNISON COUNTY LAND USE RESOLUTION

- A. **USES GENERALLY EXEMPT FROM LAND USE RESOLUTION.** Development in the Gunnison Special Area shall be exempt from the standards of the LUR, unless otherwise specified herein, or by Gunnison County.
- B. **DEFINITIONS.** Terms that are not defined in these Regulations shall be defined pursuant to Article 2: *Definitions* of the LUR.
- C. **CONFLICTS.** When there is a conflict between the SAR and the LUR, the LUR shall control.
- D. **INTERPRETATIONS.** The Gunnison County Community and Economic Development Director shall have the authority to interpret these Regulations, pursuant to Land Use Resolution Section 1-114: *Interpretations*.
- E. **TECHNICAL MODIFICATIONS, TAKINGS, APPEAL AND EXCEPTIONS.** LUR Article 8: *Technical Modifications, Takings, Appeal and Exceptions* shall apply to the SAR.
- F. **CONSTRUCTION AND WORD USAGE.** Construction and word usage shall be interpreted pursuant to the applicable section(s) of the LUR, including Section 1-111: *Construction and Word Usage*.

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SECTION 4. DEFINITIONS

1. **ANNEXATION.** Annexation is the process by which a city or municipality extends its boundaries to include additional territory.
2. **ARTICULATION, HORIZONTAL.** A method of breaking up large horizontal walls and or masses of a structure through architectural elements.
3. **ARTICULATION, VERTICAL.** A method of breaking up large vertical walls and or masses of a structure through architectural elements.
4. **FAÇADE:** Is the entire vertical plane, including all architectural elements, windows, doors, openings, and design treatments forming the visible exterior surface, of the wall surface as viewed from grade.
5. **FUNCTIONAL TURF.** Turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include playgrounds; sports fields; picnic grounds; amphitheaters; portions of parks; and the playing areas of golf courses, such as driving ranges, chipping and putting greens, tee boxes, greens, fairways, and roughs.
6. **GOVERNMENT AND INSTITUTIONAL USES.** A building primarily used by a government entity, educational institution, or a non-profit organization for organized government or institutional uses and supporting uses.
7. **GUNNISON SPECIAL AREA.** Shall mean any of the real property now or hereafter included in the "Gunnison Special Area Map."
8. **GUNNISON SPECIAL AREA MAP.** Shall mean the official map designating the Gunnison Special Area as adopted by the Gunnison County Board of County Commissioners, as amended from time to time.
9. **GUNNISON SPECIAL AREA PLAN (GUNNISON AREA PLAN or "GAP").** The Gunnison Special Area Plan is the master planning document for the City of Gunnison Three Mile Area.
10. **LOT AREA, GROSS:** is the total horizontal area of a parcel.
11. **LOT AREA, NET:** is the portion of a parcel that is used for development and to determine the density of the subject parcel.
12. **MAKER SPACE.** A building, parcel, or portion thereof, that provides an area for artists, community members, and patrons to explore ideas, experiment, and create. These can be configured as individual spaces or as a common space. These spaces involve small-scale production, assembly, and fabrication conducted entirely indoors with minimal external impacts, and are a type of light industrial development. Maker Spaces may include the creation of goods, as well as their sale. Residential uses may be combined with Maker Space to create a mixed-use development.
13. **MIXED USE.** The use of a building, parcel, or portion thereof, used for a variety of different land use types. This can be a single building that is used for a mix of uses, such as Neighborhood Commercial and residential, or it can be a single parcel with different buildings or areas used for different uses. In these SAR, Mixed-Use developments shall comply with the standards for Non-Residential Uses.
14. **MULTIPLE-FAMILY RESIDENCE** means a building that contains three or more residences, but not including hotels, motels, or lodges.
15. **NEIGHBORHOOD COMMERCIAL.** The use of a building, parcel, or portion thereof, for active pedestrian-scale businesses and services primarily intended to serve the immediate needs of the local community. Examples include small shops, galleries, cafes, restaurants, personal services, child care centers, group homes, pharmacies, bakeries, breweries, distilleries, and the like.
16. **NONFUNCTIONAL TURF.** Turf that is not functional turf.
17. **NON-RESIDENTIAL USES.** These uses are all land uses, not including residential land uses.
18. **PARKS AND OPEN SPACE.** An area dedicated to the public and reserved for recreational, education or scenic purposes.

19. **PEDESTRIAN AMENITY.** These are amenities that create a development pattern that creates safe and comfortable environments for pedestrians.
20. **PRIMARY RESIDENCE** means the largest single-family residence on a parcel.
21. **RESIDENCE** means a structure or any part of a structure designed for residential purposes having one or more rooms, not more than one kitchen, and at least one bathroom, that is designed for long-term occupancy by one or more persons for living and sleeping purposes, and that may or may not be placed on a permanent foundation. In addition, residences includes factory-built housing, and alternative construction including, but not limited to, yurts, tepees, or plastic units that comply with the requirements of this Resolution, and, as applicable, with standards of the applicable building code, adopted and amended by Gunnison County. Vehicles, excluding mobile homes, but including recreational vehicles, shall not be considered to be habitable residences.
- a. **ACCESSORY DWELLING UNIT, ESSENTIAL HOUSING** means either a detached or attached residence that is subordinate to a Primary Residence, meets the definition of Essential Housing, including a kitchen with food preparation and storage area, sink, stove, and refrigeration, a bathroom with a toilet, sink, and shower or bathtub, a designated area for sleeping, and general living area. All living spaces in the Accessory Dwelling Unit (“ADU”) must have adequate natural light and ventilation. ADUs may not be less than 400 sq. ft. in floor area as measured by LUR Section 13-103:E. Measurement of Building Size.
- b. **DETACHED SECONDARY RESIDENCE** means a secondary residence that is physically separate from the primary residence.
- c. **DUPLEX** means a single building that contains two residences.
- d. **MULTIPLE-FAMILY RESIDENCE** means a building that contains three or more residences, but not including hotels, motels, or lodges.
- e. **PRIMARY RESIDENCE** means the largest single-family residence on a parcel.
- f. **SECONDARY OR ACCESSORY RESIDENCE** means a residence that is an accessory structure to a primary residence, except this shall not include a secondary structure intended only for sleeping, pursuant to LUR Section 9-101: Uses Secondary to a Primary Residence.
- g. **SINGLE-FAMILY RESIDENCE** means a building that contains one residence.
22. **SHARED PARKING.** An arrangement in which two or more uses with different peak parking demands (hours of operation) use the same off-street parking spaces to meet their off-street parking standards.
23. **SIDEWALK, ATTACHED.** A pedestrian walkway constructed immediately adjacent to the curb line, without a landscaped buffer or separation between the sidewalk and the street.
24. **SIDEWALK, DETACHED.** A pedestrian walkway constructed parallel to the curb line but separated from the street by a landscaped strip, tree lawn, or buffer area.
25. **TRANSPARENCY.** The amount of fenestration (windows) on buildings that allows the public to see inside from the sidewalk.
26. **URBAN GROWTH BOUNDARY (“UGB”).** Areas eligible for annexation within the City of Gunnison future utility service area as described in the Gunnison Special Area Map.
27. **URBAN TRANSITION AREA, NORTH (“NUTA”).** Areas eligible for pre-annexation within the City of Gunnison utility service area as described in the Gunnison Special Area Map. These areas are generally north of the City boundary and do not extend beyond the Gunnison River to the north.
28. **URBAN TRANSITION AREA, SOUTH (“SUTA”).** Areas not eligible for pre-annexation and located within Gunnison County’s Dos Rios utility service area as described in the Gunnison Special Area Map. These areas are generally south and west of the City boundary.

SECTION 5. DEVELOPMENT REVIEW PROCESS

A. CITY URBAN GROWTH BOUNDARY (“UGB”): For development located in the Urban Growth Boundary (“UGB”):

1. **CITY OF GUNNISON REVIEW REQUIRED.** City of Gunnison review and approval of development in the UGB is required unless otherwise exempted by this SAR pursuant to the duly adopted Gunnison Area Plan and Intergovernmental Agreement.
2. **PARCELS ELIGIBLE FOR ANNEXATION:** Development in these areas shall be subject to review by the City of Gunnison and shall work with the City to connect to utilities and annex pursuant to the duly adopted Gunnison Area Plan and Intergovernmental Agreement. ~~(See XXX for the City's annexation process).~~
3. **PARCELS ELIGIBLE FOR PRE-ANNEXATION:** Any property located in the City Urban Growth Boundary that is not eligible for annexation shall work with the City to connect to utilities and enter into a pre-annexation agreement pursuant to the duly adopted Gunnison Area Plan and Intergovernmental Agreement.
4. **EXEMPTION FROM CITY REVIEW:** The following activities shall be exempt from City annexation requirement and shall be reviewed pursuant to the Gunnison County Land Use Resolution and other applicable regulations in effect at time of application submittal including but not limited to: International Building Code, International Wildland Urban Interface Code, and Gunnison County Public Works Road and Bridge Standards.
 - a. **SECONDARY RESIDENCE, ADDITION, NON-HABITABLE STRUCTURE.** Any parcel within the Urban Growth Boundary with a legally established single family residence may construct an addition, secondary residence, or non-habitable structure such as a storage shed or a garage.
 - b. **LEGALLY ESTABLISHED CONFORMING AND NONCONFORMING USES AND STRUCTURES.**
 - i. **USE MAY CONTINUE.** Legally established conforming and nonconforming land uses and structures may continue, so long as they remain otherwise legal and comply with the standards of this Section.
 - ii. **REPAIRS AND MAINTENANCE.** Ordinary repairs and maintenance to permit continuation of a legal conforming or nonconforming use and/or structure shall be permitted.
 - iii. **LIMITED EXTENSION OR EXPANSION.** A legal nonconforming use or structure shall not be extended or expanded except as allowed in LUR Section 1-108: B. 3. b: Expansion Shall Not Increase Nonconformance. This prohibition shall be construed to prevent the additional land uses or structures from being used in a nonconforming manner.
 - iv. **EXPANSION SHALL NOT INCREASE NONCONFORMANCE.** A legal nonconforming use or structure shall only be extended, expanded or altered in a manner that does not expand, or that decreases, the nonconforming use or aspect.
 - v. **FORCE MAJEURE.** Replacement of a portion of or the entirety of a structure that was damaged and/or demolished due to circumstances beyond the control of the property owner, also known as an “act of God”, including but not limited to fire or flood.

B. NORTH URBAN TRANSITION AREA: These areas are in Gunnison County that are not immediately eligible for annexation but are within the City of Gunnison utility service area. These areas are appropriate for potential annexation when they become eligible. Growth will be focused in these areas to leverage existing infrastructure, community services, and enhance the greater community.

1. **APPLICABILITY.** New development is subject to these SAR and shall work with the City of Gunnison to connect to utilities unless otherwise exempted by this title. ~~Connection to City utilities shall not be required where such connection would deny a property owner of all economically beneficial use of the property.~~
 2. **CITY REVIEW REQUIRED FOR UTILITY AND INFRASTRUCTURE CONNECTIVITY.** Parcels in this area shall meet with the City to create a pre-annexation agreement for connectivity to current and future city utilities and to ensure compliance with Titles 9 and 12 of the City of Gunnison Municipal Code.
 3. **EXEMPTION FROM THESE SPECIAL AREA REGULATIONS**
 - a. **SINGLE FAMILY RESIDENCE.** Development of an existing vacant lot as of the effective date of these SAR with a single-family residence shall be reviewed pursuant to the LUR and not subject to these SAR. City of Gunnison pre-annexation shall not be required.
 - b. **SECONDARY RESIDENCE, ADDITION, NON-HABITABLE STRUCTURE.** Any parcel within the North Urban Transition Area with a legally established single-family residence as of the effective date of these SAR may construct an addition, secondary residence, duplex, accessory dwelling unit, or non-habitable structure such as a storage shed or a garage, without triggering the requirements of these SAR. City of Gunnison pre-annexation shall not be required.
 - c. **LEGALLY ESTABLISHED CONFORMING AND NONCONFORMING USES AND STRUCTURES.**
 - i. **USE MAY CONTINUE.** Legally established conforming and nonconforming land uses and structures may continue, so long as they remain otherwise legal and comply with the requirements of this Section.
 - ii. **REPAIRS AND MAINTENANCE.** Ordinary repairs and maintenance to permit continuation of a legal conforming or nonconforming use and/or structure shall be permitted.
 - iii. **LIMITED EXTENSION OR EXPANSION.** A legal nonconforming use or structure shall not be extended or expanded except as allowed in LUR Section 1-108: B. 3. b: Expansion Shall Not Increase Nonconformance. This prohibition shall be construed to prevent the additional land uses or structures from being used in a nonconforming manner.
 - iv. **EXPANSION SHALL NOT INCREASE NONCONFORMANCE.** A legal nonconforming use or structure shall only be extended, expanded or altered in a manner that does not expand, or that decreases, the nonconforming use or aspect.
 - v. **FORCE MAJEURE.** Replacement of a portion of or the entirety of a structure that was damaged and/or demolished due to circumstances beyond the control of the property owner, also known as an “act of God”, including but not limited to fire or flood.
- C. **SOUTH URBAN TRANSITION AREA:** These areas are in Gunnison County and are not expected to be annexed into the City. They are served by County utilities and may be served by City electric services. These areas are appropriate for potential annexation if and when they become eligible. Growth will be focused in these areas to leverage existing infrastructure, community services, and community characteristics to benefit future development.
1. **APPLICABILITY.** Development is subject to these Special Area Regulations.
 2. **PRE-ANNEXATION NOT REQUIRED.** Parcels located within the Dos Rios utility service area are not required to annex into the City or sign a pre-annexation agreement.
 3. **EXEMPTION.**

- a. **SECONDARY RESIDENCE, ADDITION, NON-HABITABLE STRUCTURE.** Any parcel within the South Urban Transition Area with a legally established primary residence may construct an addition, secondary residence, duplex, accessory dwelling unit, or non-habitable structure such as a storage shed or a garage, without triggering the requirements of this SAR.
- b. **LEGALLY ESTABLISHED CONFORMING AND NONCONFORMING USES AND STRUCTURES.**
 - i. **REPAIRS AND MAINTENANCE.** Legally established conforming and nonconforming land uses and structures may continue, so long as they remain otherwise legal and comply with the requirements of this Section.
 - ii. **REPAIRS AND MAINTENANCE.** Ordinary repairs and maintenance to permit continuation of a legal conforming or nonconforming use and/or structure shall be permitted.
 - iii. **LIMITED EXTENSION OR EXPANSION.** A legal nonconforming use or structure shall not be extended or expanded except as allowed in LUR Section 1-108: B. 3. b: Expansion Shall Not Increase Nonconformance. This prohibition shall be construed to prevent the additional land uses or structures from being used in a nonconforming manner.
 - iv. **EXPANSION SHALL NOT INCREASE NONCONFORMANCE.** A legal nonconforming use or structure shall only be extended, expanded or altered in a manner that does not expand, or that decreases, the nonconforming use or aspect.
 - v. **FORCE MAJEURE.** Replacement of a portion of or the entirety of a structure that was damaged and/or demolished due to circumstances beyond the control of the property owner, also known as an “act of God”, including but not limited to fire or flood.

D. **RURAL TRANSITION AREA:** These areas are located in proximity to the City of Gunnison, but do not have immediate adjacency to the City boundary or City utilities. The Rural Transition Area provides a critical buffer between developed and rural lands. Its purpose is to manage growth at a rural scale while maintaining scenic quality, protecting environmental resources, and preserving agricultural viability. Development in these areas is limited and regulated under the existing Gunnison County Land Use Resolution. Urban infrastructure and annexation are not expected. Growth will consist primarily of single-family residences and shall be compatible with the surrounding rural landscapes.

- 1. **APPLICABILITY.** Development in these areas is subject to the Gunnison County Land Use Resolution. The review standards of this SAR shall not apply. The Rural Transition Area is intended to prevent leapfrog development, preserve viewsheds and rural identity by:
 - a. Preserving open lands near the City to retain the rural character of the community.
 - b. Limit sprawl
 - c. Mitigate hazards through strategic preservation and targeted risk management for long term resilience and protection.
 - d. Protecting and maintaining prime locations for agriculture and arrange development to provide opportunities for integration with prime conserved lands.
 - e. Growth that supports compact communities and community connectivity.

E. **RURAL AREA:** These are areas within the Three-Mile boundary that are prioritized for preservation. These areas include lands having high ecological value, lands that are on ridgelines, critical wildlife habitat and migration corridors and hazardous lands. These areas are generally not appropriate for new development. Rural areas are landscapes that should remain

free of most development within the Three-Mile Plan because they hold ecological, scenic, and agricultural value. These areas are intended to remain largely undeveloped to support habitat protection, wildfire risk mitigation, and long-term land conservation. New development is generally discouraged. When allowed, it is limited to very low-intensity uses, such as one single-family residence. These areas are not intended for urban services or infrastructure expansion.

1. **APPLICABILITY.** Development in these areas is subject to the Gunnison County Land Use Resolution. The review standards of this SAR shall not apply.

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SECTION 6. GENERAL STANDARDS.

- A. **APPLICABILITY.** The following standards shall apply to the North Urban Transition Area and South Urban Transition area.
- B. **BUILDING PERMIT REQUIRED.** The applicant shall submit a building permit application demonstrating compliance with the applicable standards of this SAR.
- C. **COMPLIANCE WITH THE LUR.** Development shall comply with applicable requirements of the Gunnison County Land Use Resolution.
- D. **PERMITTED LAND USES.** The following land uses are permitted without additional review.
 - 1. **GOVERNMENT AND INSTITUTIONAL USES.**
 - 2. **NEIGHBORHOOD COMMERCIAL:** Neighborhood Commercial uses shall comply with LUR Section 9-301: D but do not require additional review.
 - 3. **MIXED USE:** Mixed Uses shall comply with LUR Section 9-301: D but do not require additional review.
 - 4. **MAKERSPACE:** Makerspace uses shall comply with LUR Section 9-301: D but not require additional review.
 - 5. **RESIDENTIAL USES.**
 - 6. **ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE LAND USE CHANGE PERMITS.** The following projects are permitted pursuant to LUR Section 4-102: *Projects Classified as Administrative Review Projects that do not Require Land Use Change Permits:*
 - a. Barns and Other Agricultural Buildings on an Agricultural Operation
 - b. Fences
 - c. Gardens And Greenhouses
 - d. One 200 Sq. Ft. Storage Shed
 - e. Barns In Approved Subdivisions
 - f. Gardens And Greenhouses That Are Home Occupations
 - g. Pools and Recreation Facilities
 - h. Special Events
 - i. Temporary Structures
 - j. Satellite Dishes
 - k. Attached Wireless Telecommunications Device
 - l. Keeping of Livestock Not on an Agricultural Operation
 - m. Distribution or Service Line to Primary Residence
 - n. Alteration and Repair of Existing Service Lines or Distribution Lines
- E. **PROHIBITED LAND USES.**
 - 1. Adult-Oriented Uses
 - 2. Construction of a Residential Access on a Vacant Parcel of Land Prior to Issuance of a Building or On-Site Wastewater Treatment System Permit
 - 3. Marijuana Cultivation, Manufacturing or Testing Facility
- F. **ADMINISTRATIVE PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT**

1. **APPLICABILITY.** The following developments shall be reviewed as an Administrative Land Use Change Permit pursuant to LUR Article 5: *Administrative Review Projects that Require Land Use Change Permits.*

~~a. SUBDIVISION.~~

~~b. TWENTY-ONE (21) OR MORE UNITS PER ACRE. Development that proposes twenty-one (21) or more Subdivision, Residential, Commercial, or Maker Space Units per acre.~~

~~c. a. MORE THAN ONE HOME OCCUPATION~~

~~d. b. BOUNDARY LINE ADJUSTMENT~~

~~e. c. LOT CLUSTER~~

~~f. d. CORRECTION OF PLAT~~

~~g. e. ALTERATION OF APPROVED BUILDING ENVELOPES~~

~~h. f. SUBDIVISION EXEMPTION TO VALIDATE AN EXISTING LOT~~

~~i. g. SUBDIVISION PLAT VACATION, AMENDMENT OR REPLAT~~

~~j. h. PLAT FOR APPROVED CONDOMINIUMS/TOWNHOME PROJECT~~

~~k. i. AMENDMENT OR TERMINATION OF SUBDIVISION COVENANTS~~

2. **REVIEW PROCESS.** Applications shall comply with the process identified in LUR Section 5-104: *Administrative Review Project Application* unless otherwise specified by this title.

- a. **PUBLIC NOTICE.** Administrative Review Projects shall not be required to post public notice or public hearing.

3. **REVIEW STANDARDS.** The following standards shall apply to Administrative Land Use Review Projects that Require a Land Use Change Permit.

- a. **LUR COMPLIANCE.** Projects shall comply with all the other applicable requirements of the LUR.

- b. **COMPLIANCE WITH SPECIFIC STANDARDS.** In addition, the following standards shall apply to individual types of Administrative Review Projects.

- i. **SUBDIVISION.** All applications for subdivision shall comply with the following additional standards: Section 6-105 of the LUR, *Submittal For Final Action For Minor Impact Project.*

- ~~i. TWENTY-ONE (21) OR MORE UNITS PER ACRE. Development that proposes more than 20 Subdivision or Residential Units per acre shall comply with the following standard:~~

- ~~ii. ESSENTIAL HOUSING. Thirty percent (30%) of the total residential or subdivision units in an application shall be deed restricted as Essential Housing in accordance with the definitions in the LUR. These projects are permitted to utilize the incentives identified in Section 8 of these Special Area Regulations.~~

- B. **MINOR IMPACT PROJECTS:** The following projects are classified as and shall be reviewed as a Minor Impact Project pursuant to LUR Article 6: *Minor Impact Projects:*

1. EIGHTEEN (18) OR MORE UNITS PER ACRE. Development that proposes eighteen (18) or more Subdivision, Residential, Commercial, or Maker Space Units per acre.

1.2. FREESTANDING WIRELESS TELECOMMUNICATIONS DEVICES

2.3. TRANSMISSION LINES

3.4. COMMERCIAL WEDDING SITE

G. **APPLICABLE COUNTY LAND USE RESOLUTION STANDARDS.** Development shall comply with the following sections from the Gunnison County LUR, as may be amended:

1. Article 1: General Requirements.
 - a. Section 1-104: *Permits Required*
 - b. Section 1-105: *Sections Necessary for Immediate Preservation of Public Health, Safety, Welfare, and the Environmental and Wildlife Resources*
 - c. Section 1-106: *Partially Exempt Land Use Changes*
 - d. Section 1-108: *Nonconforming Uses*
 - e. Section 1-109: *Vested Property Rights*
 - f. Section 1-110: *Process for Designating Special Areas*
 - g. Section 1-111: *Construction and Word Usage*
 - h. Section 1-112: *Use of Maps*
 - i. Section 1-113: *Amending this Land Use Resolution*
2. Article 2: *Definitions*, unless otherwise defined by these SAR.
3. Article 3: *General Review Process* with exceptions noted in these SAR.
4. Article 8: *Technical Modifications, Taking, Appeals and Exceptions*.
5. Article 11: *Resource Protection Standards*.
6. Article 12: *Development Infrastructure Standards*
 - a. Section 12-102: *Applicability and Overview*
 - b. Section 12-103: *Road System*
7. Article 13: *Project Design Standards*.
 - a. Section 13-103:E. *Measurement of Building Size*
 - b. Section 13-103:F. *Minimum Residence Floor Area*
 - c. Section 13-103: *Height Measurements*
 - d. Section 13-104:B *Measurement*
 - e. Section 13-107: *Installation of Solid Fuel-Burning Devices*
 - f. Section 13-109: *Signs*
 - g. Section 13-112: *Snow Storage*
 - h. Section 13-113: *Fencing*
 - i. Section 13-114: *Exterior Lighting*
 - j. Section 13-115: *Reclamation and Noxious Weed Control*
 - k. Section 13-118: *Water Impoundments*
8. Article 15: *Right-to-Ranch Policy*.
9. Article 16: *Enforcement*.

H. **DIMENSIONAL STANDARDS.** ~~Table I. Dimensional Table~~ ~~he following dimensional standards~~ applies to development located in the North and South Urban Transition Areas.

1. **NET LOT AREA.** Net Lot Area shall be used to determine the number of units described in Table I. *Dimensional Table*. Net Lot Area shall exclude the following from the Gross Lot Area:
 - a. **WETLANDS AND WATERBODIES.** Areas defined as a Water Body, Wetland, and the Inner Restrictive Buffer where development is generally prohibited pursuant to LUR Section 11-107: *Protection of Water Quality*.
 - b. **IRRIGATION DITCH EASEMENTS.** Irrigation ditch easements required by LUR Section 15-103:A.6.a. *Irrigation Ditch Easements*. Improvements may be placed within an Irrigation Ditch Easement pursuant to LUR Section 15-103:A.6.a. *Irrigation Ditch Easements*.
 - c. **RIGHTS-OF-WAY AND ACCESS EASEMENTS.** Areas within any public or private access easement or right-of-way.
 - d. **PUBLIC TRAIL, TRAIL EASEMENT, PARKS AND OPEN SPACE.** Areas within any public trail or trail easement, either platted, deeded or otherwise conveyed to the County.
2. **MAXIMUM DENSITY.** A development application is not automatically entitled to the maximum density and/or floor area allowed in the SAR in which the land is located. Density and permitted floor area shall be established based upon compliance with adopted standards and consideration of adopted plans and policies.
- 1.3. **VARIANCE.** Setback variances may be requested pursuant to LUR Section 13-105: E. *Variance from this Section*.

	TABLE 1. DIMENSIONAL TABLE										
Use Classification	Maximum Floor Area (sq. ft) Per Unit	Maximum Net Lot Area in Sq. Ft. (Residential: per Residential Unit; Non-Residential per Building)	Maximum Building Height	Off-Street Parking Spaces (Residential per Residential Unit; Non-Residential per 1,000 sq ft of Net Leasable)	Building Setbacks ¹				Minimum Build-to-Line	Units Per Net Acre	
					Front	Street Side	Interior Side	Rear		Minimum	Maximum**
	Residential Uses										
Single Family	5,000 ²	11,000	30'	Min: 1 Space Max: 2 Spaces	10'	5'	5'	5 ³ '	At least 50% of the street-facing building façade shall be at the front setback line	7	17
Duplex	2,500 ⁴	6,000	35'								
Multi Family	2,500 ⁵	N/A	40'								
Mobile Home Communities	5,000	See LUR Division 9-202: Mobile Home Communities									
	Non-Residential Uses										
Neighborhood Commercial	10,000	10,000	35'	Min: 1 Space Max: 3 Spaces	0'	0'	5'	0' ³	At least 50% of the street-facing building shall be at the minimum setback line	N/A	20
Makers Space	6,500	8,000	35'	Min 1 Space Max: 4 Spaces; plus 1 Space for each Residential Unit	0'	0'	5'	5' ³ '			

¹ Setback may be increased to 15' along contiguous parcel boundaries with a single-family residential neighborhood established prior to the adoption of these SAR.

² Aggregate floor area per lot subject to LUR Section 13-105:C *Parcels Smaller than 6,500 Sq. Ft.* and LUR Section 13-105:C *Parcels Larger than 6,500 sq. ft.*

³ Floor area per multi-family residential unit is aggregate and inclusive of unit and non-unit floor area including but not limited to mechanical, egress, and common area(s).

SECTION 7. ESSENTIAL HOUSING. Essential Housing, as defined by the Gunnison County Land Use Resolution and as acceptable by the Gunnison County Housing Authority, shall meet the following standards.

A. EXEMPTIONS.

1. **ONE TO FOUR RESIDENTIAL UNITS.** Projects that include one (1) to four (4) residential units shall not have a requirement for Essential Housing.

B. REQUIRED ESSENTIAL HOUSING.

1. **FIVE TO TEN RESIDENTIAL UNITS.** Projects with five (5) to ten (10) residential units shall provide a minimum of ten percent (10%) or at least one unit, whichever is greater, of the residential units as Essential Housing.
2. **ELEVEN TO ~~TWENTY-SEVENTEEN~~ RESIDENTIAL UNITS.** Projects with eleven (11) to ~~twenty-seventeen~~ (1720) residential units shall provide a minimum of twenty-percent (20%) of the residential units as Essential Housing.
3. **~~TWENTY-ONE~~EIGHTEEN OR MORE RESIDENTIAL UNITS.** Projects in the Urban Transition Area that include ~~twenty-one~~eighteen (1821) or more residential units per acre shall provide a minimum of thirty percent (30%) of the residential units provided as Essential Housing.
4. **FRACTIONAL UNITS.** When the required number of Essential Housing Units does not equal a whole or half number, the required number shall be rounded to the nearest half or whole unit number.

C. ESSENTIAL HOUSING STANDARDS.

1. **NEIGHBORHOOD INTEGRATION OF ESSENTIAL HOUSING.** To the maximum extent feasible, Essential Housing units shall be dispersed throughout the development to ensure an economically diverse and vibrant neighborhood.
2. **ACCESSORY DWELLING UNITS.** An Essential Housing Accessory Dwelling Unit may be counted as a half (0.5) unit of essential housing so long as it otherwise meets the Essential Housing definition.
3. **PROVISION OF ESSENTIAL HOUSING.** Housing shall be provided in any combination of the following:
 - a. **PHYSICALLY CONSTRUCTED UNITS.** The provision of physical units shall not be considered satisfied until all units provided as required Essential Housing have received a Certificate of Occupancy; or,
 - b. **DEDICATION OF LAND.** ~~dedication~~-Dedication of land to Gunnison County that is of market-rate equivalent to the required percental of Essential Housing Units; or,
 - c. **FEE-IN-LIEU:** -Fee-in-lieu equal to the required number of Essential Housing Units according to the most recent adopted fee-in-lieu study (as may be amended from time to time).

SECTION 8. DEVELOPMENT REVIEW STANDARDS. Standards, allowances, and limitations apply to development in the North Urban Transition Area and the South Urban Transition Area. Where there are different requirements for the North Urban Transition Area or South Urban Transition Area, these are identified.

A. SUBDIVISION DESIGN.

1. **GENERAL.** Parcels shall be arranged within a connected block and street system.
2. **RECTANGULAR BLOCKS.** Blocks shall be rectangular in form to the maximum extent practicable.
3. **BLOCK LENGTH.** Block lengths shall not exceed 600 feet between street intersections.
4. **PARCEL CONNECTION TO STREET.** All parcels shall have a front lot line facing a street.
5. **ALLEYS.** Alleys are encouraged to provide secondary access and to reduce driveway interruptions along primary streets.
6. **PARCEL WIDTH.**
 - i. **RESIDENTIAL.** Residential parcels shall have a minimum front lot line width of 25 feet.
 - ii. **NONRESIDENTIAL.** Non-residential or mixed-use parcels shall have a minimum front lot line width of 20 feet.
7. **PARCEL DEPTH.** Parcel depth shall be sufficient to accommodate traditional building forms, with a minimum of 80 feet and a maximum depth-to-width ratio of 3:1.

B. UTILITY REQUIREMENTS. All development in Urban Transition Areas shall comply with the following requirements.

- a. **GENERAL.**
 - a. **LOCATION OF NEW UTILITIES.** All utility connections, including all electrical, cable, fiber optic and telephone connections and installation of wires to buildings, shall be placed underground from the nearest available power source.
- b. **NORTH URBAN TRANSITION AREA.** Development within the North Urban Transition Area shall be subject to the following standards.
 - a. **GENERAL.** Prior to the issuance of any building permit, all necessary utilities, facilities and services, as required by City of Gunnison Land Development Code ("LDC") *Div. 15.4.011 Adequate Public Facilities*, shall be in place and available to serve the new development.
 - b. **WATER.** Connection to City of Gunnison water service is required and shall be at the sole expense of the developer.
 - c. **SEWER.** Connection to an existing county or municipal central sewer service is required. Connection shall be at the sole expense of the developer.
 - d. **ELECTRIC.** Connection to the City of Gunnison electric utility is required and shall be at the sole expense of the developer.
- c. **SOUTH URBAN TRANSITION AREA.** Development within the South Urban Transition Areas shall be subject to the following requirements.
 - a. **WATER.** Connection to a central water source provider is required and shall be at the sole expense of the developer.

- b. **SEWER.** Connection to a public central sewer service is required. This connection can be to an existing municipal or other special district central sewage service, or through an extension of an existing central sewage service. Connection shall be at the sole expense of the developer.
- C. **TRANSPORTATION.** The requirements of this section identify transportation related improvements, including streets, transit, parking, and pedestrian and bicycle facilities.
 - 1. **STREETS.**
 - a. **VEHICULAR ACCESS.** Vehicular access points in the Urban Transition Areas shall be minimized to support pedestrian connectivity and are encouraged to be concentrated at mid-block locations.
 - b. **NORTH URBAN TRANSITION AREA:** A pre-annexation agreement shall be required with the City of Gunnison. The pre-annexation agreement will require compliance with Titles 9 and 12 of the City of Gunnison Municipal Code.
 - c. **SOUTH URBAN TRANSITION AREA:**
 - i. **COMPLIANCE WITH COUNTY STANDARDS.** All development in this area is subject to LUR Section 12-103: *Road System* and the Gunnison County Standards and Specifications for New Construction of Roads and Bridges.
 - ii. **ON-STREET PARKING.** Street design shall include on-street parking acceptable to Gunnison County Public Works.
 - iii. **SNOW REMOVAL.** Street design shall consider adequate space for snow removal operations acceptable to Gunnison County Public Works.
 - iv. **PUBLIC ACCESS.** Streets shall be dedicated to the public.
 - 2. **TRANSIT.** This section applies to all development of five (5) or more units or lots. Individual single family and duplex residential units are exempt from these requirements.
 - a. **TRANSIT SERVICE CONNECTIVITY.** In areas where transit services are anticipated within the next 5–10 years as part of an adopted plan by Gunnison County, the City of Gunnison, RTA, CDOT or other relevant governmental body, the development plan shall include considerations for future transit corridors, considering pedestrian connectivity to future bus stops, transit stations, and infrastructure such as bike lanes or pedestrian paths.
 - 3. **PARKING.** This section applies to any Land Use Change Permit, all new development and any addition to an existing building in the Urban Transition Area.
 - a. **REQUIRED NUMBER OF PARKING SPACES.** The number of required parking spaces shall be determined pursuant to Table 1. *Dimensional Standards*.
 - b. **SHARED PARKING STANDARDS.** Required off-street parking spaces shall be located on the same lot as the structure or business the spaces are intended to serve. Shared parking is permitted, pursuant to the following:
 - i. All developments involved in the shared parking must be located within a 1/8 to a 1/4 mile from the shared parking, measured from the entrance of the use to the nearest parking space within the shared parking lot.
 - ii. The site or sites involved must contain two or more separate and distinct building activities or functions which, by their nature, can use shared parking without having an adverse impact on traffic circulation or without impairing the overall functioning of the site or sites.

- iii. Shared parking may be required by Gunnison County Community Development to be set forth in an instrument recorded with the Gunnison County Clerk and Recorder, describing the lands affected by the agreement to ensure unified operation, control, and continuation of multiple use or shared parking facilities.
 - c. **ON-STREET PARKING.** On-street parking adjacent to a commercial use can be used to meet the parking standards required in Table 6-2. Parallel parking is preferred over head-in parking, and head-in parking is preferred over diagonal parking.
 - d. **STREET-FACING PARKING LOTS PROHIBITED.** Street-facing parking lots are prohibited and parking lots shall be placed behind buildings. Where placement behind buildings is not possible, they shall be located at the rear of the property.
 - e. **SINGLE-FAMILY AND DUPLEX OFF-STREET PARKING LOCATION.** For single-family and duplex lots, off street parking shall be setback from the front-most façade of the building or accessed from a rear or side alley. A driveway is permitted between a street and a garage.
 - f. **PARKING SPACE STANDARDS.** All parking spaces shall not be less than 9 feet in width and 18 feet in length, except that:
 - i. **COMPACT PARKING.** Up to 20% of parking spaces may be compact parking spaces, which shall measure not less than 7.5 feet in width and 15 feet in length.
 - g. **PARKING GARAGE STANDARDS.** All parking provided in a common parking garage shall have a minimum clearance of 8 feet in height.
 - h. **ACCESSIBLE PARKING STANDARDS.** Accessible spaces shall be provided in accordance with the Americans with Disabilities Act (“ADA”) Accessibility Standards for parking space size and quantities or as required during site plan review.
 - i. **COMMERCIAL PARKING PROHIBITED.** Parking shall be subordinate to the primary development. Commercial parking facilities are not permitted.
 - j. **PARKING CALCULATION STANDARDS.** Developments shall comply with the following parking calculation standards:
 - i. Developments containing more than one use shall provide parking spaces in an amount equal to the total of the requirements for all uses.
 - ii. Where fractional spaces result, the required parking spaces shall be construed as the next highest whole number.
 - k. **LOADING AREAS.**
 - i. Loading facilities are prohibited from being located on street-facing facades and shall be co-located and screened when possible.
 - ii. Off-street loading spaces shall be located on the same lot as the building or use served and shall not be located within a parking space or an access way or circulation aisle.
4. **BICYCLE FACILITIES.** This section applies to all development of five (5) or more units or lots.
- a. **LOCATION.** Bicycle racks shall be located on private property whenever possible. Racks may be located within a public or private right-of-way only if there is a clear pedestrian pathway meeting ADA requirements.

- b. **BICYCLE PARKING REQUIRED.** For projects with 21 or more vehicular parking spaces, bicycle parking shall be provided. Bicycle parking shall comply with the following:
 - i. Bicycle parking shall consist of racks, lockers, or other storage systems providing a safe and secure means of storing a bicycle;
 - ii. Provide bike parking for one-half the number of vehicular parking spaces (i.e. if 10 parking spaces are required, 5 bike spaces are also required);
 - iii. Be directly accessible from travel surfaces; and
 - iv. Be located a maximum of twenty-five (25) feet from the building's main entrance.

5. PEDESTRIAN FACILITIES.

- a. **APPLICABILITY.** This section applies to all development of five (5) or more units or lots.
- b. **SIDEWALK STANDARDS.**
 - i. **SIDEWALK REQUIRED.** Sidewalks shall be constructed along all public and private streets within and abutting a development.
 - ii. **SIDEWALK WIDTH.** A minimum six (6) foot sidewalk shall be provided for all sidewalks located within the right-of-way.
 - iii. **ACCESSIBILITY.** Sidewalks shall meet ADA accessibility requirements.
 - iv. **SIDEWALK CIRCULATION.** Sidewalks shall connect building entrances to parking areas, open spaces, and other pedestrian circulation routes within the development.
 - v. **SIDEWALK LOCATION.** Sidewalks shall be located within the public right-of-way or within a recorded pedestrian easement adjacent to the right-of-way.
 - vi. **DETACHED SIDEWALKS.** A detached sidewalk shall be required for all new development adjacent to the right-of-way along Highway 135 and collector streets. The buffer shall be a minimum of three (3) feet and a maximum of six (6) feet. This area may be used for snow storage and may include vegetation, gravel, or xeriscape.
 - vii. **ATTACHED SIDEWALKS.** Secondary or residential streets do not require a vegetative buffer between the sidewalk and edge of street. A vegetative buffer between the street and sidewalk may be included on secondary or residential streets at the discretion of the developer.
 - viii. **SIDEWALK MATERIALS.** Sidewalk material shall be constructed of firm, stable, and smooth surface free of tripping hazards, irregular joints, or loose materials as acceptable by Gunnison County.

D. LANDSCAPING.

- 1. **REQUIRED DESIGN ELEMENTS.** The following standards shall be met.
 - a. Nonfunctional Turf areas shall be prohibited. These areas may include medians and areas that receive little, if any, use.
 - b. All properties shall manage Noxious Weeds in compliance with the Colorado Noxious Weed Act (35-5.5 CRS, 2003).

- c. Landscaping shall comply with all applicable wildfire codes, as amended and adopted by Gunnison County.

2. LANDSCAPE BUFFERS.

- a. **APPLICABILITY.** New development shall provide buffers to existing single-family residential neighborhoods established prior to the adoption of these SAR.
- b. **BUFFER LOCATION.** A landscaped buffer shall be provided along property lines adjacent to single-family neighborhoods and subdivisions.
- c. **BUFFER MATERIALS.** Buffers may include trees, shrubs, or fences to screen views and provide privacy.
- d. **OPEN SPACE AND AMENITY AREAS.** Open space or amenity areas may be used to provide additional separation between higher-density development and single-family residences.

2.3. GENERAL DESIGN GUIDELINES. Whenever possible, landscaping shall incorporate the following low-water principles and practices to reduce water consumption:

- a. Plant landscaping trees, shrubs and forbs from the Colorado State University Extension Office drought resistant plant list.
- b. Locate plant materials with similar water needs in the same area.
- c. Utilize soil amendments that enhance the ability of the soil to conserve moisture, such as organic matter, and certain fertilizers and polymers.
- d. Use rock or non-flammable natural materials to keep moisture in the soil around the planted materials and to control weeds.
- e. Irrigation shall be minimized. When included, an automatic irrigation system shall be designed and installed to provide maximum efficiency. The system should be adjustable to meet actual precipitation requirements of the various planting zones and should operate only when necessary. The type of irrigation components should be selected to meet the needs of the type of planting.

E. STORMWATER DETENTION AND TREATMENT.

- 1. **APPLICABILITY.** All non-residential development, and development in areas within one hundred (100) feet of a waterbody, as defined by the LUR Section 13-117 *Drainage, Construction and Post-Construction Storm Water Runoff*, in Urban Transition Areas shall comply with the following requirements.
- 2. **NORTH URBAN TRANSITION AREA.** Development within the North Urban Transition Area shall be subject to the following requirements.
 - a. **CITY OF GUNNISON DEVELOPMENT STANDARDS.** Prior to the issuance of any building permit, all necessary stormwater detention and treatment facilities and services, as required by City of Gunnison LDC *Div. 15.4.011 Adequate Public Facilities*, shall be in place and available to serve the new development.
 - i. **STORMWATER DESIGN.** Stormwater design shall comply with Section 700, *Storm Sewer, Culvert & Irrigation System Specifications*, of the City of Gunnison Construction Standards.
 - ii. **CITY OF GUNNISON STORMWATER MANAGEMENT PLAN.** All development shall provide adequate surface, subsurface, and road storm drainage facilities and appurtenances as required by the *City of Gunnison Stormwater Management Plan*, as it may be amended.
 - b. **STORMWATER DETENTION CAPACITY.** Permanent stormwater detention facilities are required to be multipurpose facilities designed to detain flows to historic peak

discharge rates and to provide water quality benefits. Runoff after construction shall not exceed the level of runoff that occurred before construction.

- c. **COMPLIANCE WITH OTHER REGULATIONS.** All development is required to meet or exceed the standards of the City of Gunnison, the Colorado Department of Public Health and Environment, and the U.S. Environmental Protection Agency with regard to water pollution control, stormwater control, and stormwater management. It is both the property owner's and applicant's responsibility to ensure compliance with state and federal regulations.
3. **SOUTH URBAN TRANSITION AREA.** All development within the South Urban Transition Area shall be subject to LUR Section 13-117: *Drainage, Construction and Post-Construction Storm Water Runoff*.

F. PARKS AND TRAILS

1. PARKS.

- a. **APPLICABILITY.** This section applies to all development of eleven (11) or more residential units or lots. Individual single family and duplex residential units are exempt from these requirements.
- b. **MINIMUM AND MAXIMUM AREA.** Parks shall be a minimum of 1,000 sq. ft and a maximum of 1/2 acre.
- c. **ACCESS.** Parks should be accessible by pedestrian, bicycle, and vehicles.
- d. **COMBINED USE PROHIBITED.** The park area(s) shall not include any area designated as a roadway, unit space, storage area, or snow storage.
- e. **PARK DEDICATION.** Parks shall be dedicated for public use.
- f. **UTILITY EASEMENTS.** Parks shall permit subgrade utility easements without limitation.

2. TRAILS.

- a. **APPLICABILITY.** This section applies to all development of eleven (11) or more residential units or lots. Individual single family and duplex residential units are exempt from these requirements.
 - i. **LOCATION.** Trails should be provided in the locations shown on the Gunnison Metropolitan District Recreation Master Plan that identify future trail locations.
 - ii. **NEIGHBORHOOD CONNECTIVITY.** Where determined by the Community Development Director to be necessary to link the property to schools, shopping areas, parks, trails, greenbelts, and other public facilities, to the maximum extent practicable; and
 - iii. **PUBLIC RIVER ACCESS CONNECTIVITY.** Where determined by the Community Development Director to be necessary to provide public access and fishing easements to adjacent lakes, rivers, and streams, to the maximum extent practicable and consistent with state law.
- b. **DIMENSIONAL STANDARDS.** Trails shall be a minimum 15-foot right-of-way or easement dedicated for public use and have a minimum 8-foot-wide treadway surface which should be centered on the easement center line.
- c. **DEDICATION FOR PUBLIC USE.** Trails shall be dedicated for public use.

- d. **CO-LOCATION OF OTHER IMPROVEMENTS OR DEDICATIONS.** The trail easement may overlap and include property previously included in other easements such as ditch, canal, utility and conservation easements, and public or private open space, provided it does not compromise the purpose or functional use of any easement with which it overlaps.
 - e. **SUBGRADE UTILITY EASEMENTS.** Trails shall permit subgrade utility easements without limitation.
 - f. **TRAIL ACCESS.** Access to the trail should be provided within the subject property or from the subdivision and be fully accessible to the general public during reasonable hours.
 - g. **ACCESSIBILITY REQUIREMENTS.** All trails should be designed and constructed in accordance with the ADA.
3. **MAINTENANCE REQUIREMENTS.** For any Park, Trail, or Open Space, the following maintenance requirement applies.
- a. **RESPONSIBILITY.** The long-term maintenance of all designated parks, trails and open space shall ensure the safety and longevity of the improvements. All improvements shall be owned and maintained as public areas by the developer, owner of the property, or an organization established for its ownership and maintenance, unless otherwise approved by the County Community and Economic Development Department.
 - b. **ACCEPTANCE.** Parks and trails shall dedicated to and accepted by Gunnison County.

SECTION 9. SECTION 3-106: PHASING OF PROJECT Development within the urban transition areas are subject to the following design standards.

A. **MINIMUM STANDARDS.** These design standards are intended to ensure a minimum level of design is achieved. If an alternate design can be shown to meet the intent of these standards, or where it can be shown that strict compliance with these standards would cause negative environmental impacts or would result in adverse conditions on- or off-site because of unusual topography, size or shape of the lot, existing vegetation, or other exceptional situations or condition, then the County shall have authority to accept the alternative. The evaluation shall consider whether the alternative will provide for an equivalent level of public safety and whether the alternative will be equally durable, so that normally anticipated maintenance costs will not be increased.

B. **DESIGN STANDARDS.**

1. **BUILDING PLACEMENT AND ORIENTATION.** All buildings should be oriented to the street where one exists. All building facades shall be oriented to be parallel to the adjacent street.

2. **DEVELOPMENT PATTERN.** New development shall be designed to respect the character and scale of adjacent neighborhoods. Higher-density or taller buildings shall be located toward the interior of a site, with appropriate buffering, setbacks, or transitions provided where development abuts existing single-family homes. The intent of this section is to reduce abrupt changes in scale, maintaining a gradual shift from higher-density or taller buildings to existing single-family residential neighborhoods.

a. **APPLICABILITY.** Development patterns shall consider existing single-family residential neighborhoods established prior to the adoption of these SAR.

3. **HEIGHT AND MASSING.**

a. **MAXIMUM HEIGHT.** Maximum height of structures with contiguous parcel boundaries to applicable single-family residential neighborhoods shall be limited to 30 feet.

2-4. **ENTRANCE STANDARDS.** A building entrance shall include a door and entry feature that provides visitors with direct access to the building.

a. **RESIDENTIAL UNIT STANDARDS**

- i. The entry door shall be setback no more than eight (8) feet from the front-most wall of the building. The entrance may be accessed from a porch that is no more than one story in height and has a minimum depth of six (6) feet.
- ii. For duplex, triplex, or multi-family residential buildings with more than one entrance, at least one entrance shall be no more than eight (8) feet from the front-most wall of the building. The entrance may be accessed from a porch that is no more than one story in height and has a minimum depth of six (6) feet.

b. **NON-RESIDENTIAL UNIT STANDARDS**

- i. The facade closest to the front lot line shall have an operable entrance facing the street and a walkway to the nearest sidewalk.
- ii. An operable building entrance is required to be open and accessible during normal business hours. The entrance shall comply with applicable ADA standards.
- iii. Each building shall have clearly defined customer entrances that include at least two (2) of the following features:
 - a) Canopies, porticos, arcades, or overhangs;
 - b) Recesses or projections;
 - c) Over the door or peaked roof forms;

- d) Arches;
 - e) Outdoor patios or plazas;
 - f) Display windows;
 - g) Obviously differentiating architectural details such as moldings that are integrated into the building structure and design; or
 - h) Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.
- iv. Buildings on corner lots are encouraged to have corner entrances. A chamfered corner is permitted to accommodate this type of entrance. Where a corner entrance is not provided, the building plan shall provide an architectural element or detailing (e.g., tower, beveled corner, art, special trim, etc.) that accentuates the corner location.

3-5. TRANSPARENCY.

- a. **RESIDENTIAL USES** shall have a minimum transparency of 15% of each street-facing façade at the ground level. This may be achieved through windows or doors. Window area is considered the entire area within the outer window frame, including any interior window grid.
 - i. Windows used to meet this standard must be transparent and allow views from the building to the street. Reflective or darkened glass is prohibited on ground floors and discouraged on upper levels.
 - ii. Garage doors shall not be used to meet this requirement.
 - iii. Glass blocks, frosted glass, and other forms of privacy glazing do not meet this standard.
- b. **NON-RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL USES** shall meet minimum transparency requirements.
 - i. 40% of each street-facing façade at the ground level shall be transparent.
 - ii. A minimum of 20% transparency is required for second levels.
 - iii. Transparency may be achieved through windows or doors. Window area is considered the entire area within the outer window frame, including any interior window grid.
 - iv. Windows used to meet this standard must be transparent and allow views from the building to the street. Reflective or darkened glass is prohibited on ground floors and discouraged on upper levels.

4-6. STREET LEVEL DESIGN. The following standards apply to Non-Residential Uses, Mixed-Uses, and Multi-Family Uses.

- a. For all ground floor neighborhood commercial or maker space in new development, the distance from the finished floor to the bottom of the ceiling structure above must be at least 12 feet. For ground floor area associated with a residential use, the minimum height must be at least 10 feet.
- b. All non-residential eating and drinking establishments are encouraged to provide street-side outdoor/cafe seating and dining patios. Where possible, this area shall be between the public right-of-way and the front facade along primary streets.
- c. Individual buildings may not exceed 150 feet in length on a street-facing lot line.

5-7. BUILDING ARTICULATION. A clear visual division shall be maintained between the ground level floor and upper floors, for example, by using a belt course, transom, awning, canopy, or similar division.

- a. All buildings with three or more stories shall be articulated with varied massing to create dynamic facades and prevent flat, static streetscapes. Development should clearly articulate a horizontal hierarchy (base, middle, top), properly scaled to the height of the structure.
 - i. Side and rear elevations that do not face a street, public parking area, pedestrian access way, or plaza may utilize changes in texture and/or color of materials, provided that the design is consistent with the overall composition of the building.
 - ii. Horizontal articulation shall be achieved through one or more of the following architectural features:
 - a) **WALL PLANE OFFSETS:** Wall plane offsets shall be a minimum of 1 foot with a minimum width of 3 feet;
 - b) **ACCENT LINES:** Accent lines shall have a minimum projection from the primary wall plan of 4 inches and a minimum width of 4 inches;
 - c) **BAY WINDOWS:** Bay windows shall be a minimum of 2 feet in depth and 4 feet in width;
 - d) **RECESSED ENTRANCES OR WINDOWS:** These shall be recessed a minimum of 4 feet in depth and 6 feet in width;
 - e) **NICHES:** Niches shall be a minimum of 2 feet in depth and 4 feet in width;
 - f) **GATEWAYS.** Gateways that are a minimum of 4 feet in width;
 - g) **PORCHES.** Porches measuring at least 48 square feet; or
 - h) **COLONNADES.** Colonnades that are a minimum of 4 feet in width.
- b. All non-residential buildings are required to provide variation in facades to prevent long blank walls. These standards apply to all facades.
 - i. Structures greater than 60 feet in length, but less than 120 feet in length must exhibit a prominent shift in the facade of the building so that no greater than seventy five percent (75%) of the length of the building Facade appears unbroken. Each shift shall be in the form of either a 10-foot change in Building Facade alignment or a 10-foot change in the building height, or a combined change in building Facade and building height totaling 10 feet.
 - ii. Structures that exceed 120 feet in length on any facade shall provide a prominent shift in the mass of the Structure at each 120-foot interval, or less if the developer desires, reflecting a change in function or scale. The shift shall be in the form of either a 15-foot change in building Facade alignment or a 15-foot setback on upper levels.

6-8. ROOF FORMS.

- a. The measurement of building height shall be based on the Gunnison County LUR.
- b. Snow shedding shall be considered in all roof design. Roofs shall be designed and insulated to ensure valleys, areas over wall top plates and other similar building spaces do not form ice dams.
- c. The design of roofs shall address snow accumulation and ice/snow shedding. Entries, walkways and pedestrian areas shall be protected from ice/snow shedding.

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SECTION 10. PRESERVATION OF MANUFACTURED HOME COMMUNITIES

- A. **APPLICABILITY.** The requirements of this Section apply to any existing manufactured home community that contains five or more occupied manufactured homes and is currently operating, where the park is being proposed for a change of use other than renting or offering space for manufactured homes, or if the park is being proposed for closure, either in whole or in part. This applies to properties located in the City's utility service area (North Urban Transition Area) and properties located in the County's utility service area (South Urban Transition Area).
- B. **WAIVER.** The requirements of this Section shall not apply if, prior to the change of use, the landowner and at least 75% of the manufactured home park tenants have entered into an agreement to waive the requirement for the conversion impact report. The agreement shall be provided to the County and shall be in a form satisfactory to the Community Development.
- C. **RESIDENT OWNED COMMUNITY.** Mobile homes provide an important housing option for members of the community. The County prefers that existing Mobile Home Communities are preserved, consistent with the policies of the Regional Housing Study. To support these goals, providing mobile home residents the opportunity to become a Resident Owned Community ("ROC") is preferred. See *also* Colorado House Bill 20-1201.
- D. **CONVERSION IMPACT REPORT.** A conversion impact report shall be completed and submitted to the County Community and Economic Development Department. The report shall include the following information:
1. The names, addresses, and manufactured home site identification numbers of all persons living in or owning manufactured homes in the manufactured home park.
 2. The age and type of each manufactured home in the park, by site identification number, including date of manufacture, characteristics, and size.
 3. A list of known available manufactured home sites in comparable manufactured home parks within a 50-mile radius of the subject park.
 4. A schedule of site rental rates for each comparable manufactured home park and the criteria of the management of each park for acceptance of new homeowners and used manufactured homes.
 5. A relocation plan, including the proposed date for closing the manufactured home park, what, if any, relocation assistance payments will be offered to the park tenants, and the method of calculation of such assistance.
 6. The intended use of the property following closure of the manufactured home park, including conceptual plans describing the proposed new use.
 7. Other information as may be required by County Staff or the Board of County Commissioners ("BOCC").
 8. Certification from the applicant that the conversion impact report has been delivered to all of the owners and tenants of manufactured homes in the manufactured home park at least 60 days prior to the first public hearing.
- E. **REVIEW.** The County Community and Economic Development Department and the Board of County Commissioners have the authority to review the conversion impact report and evaluate the proposed use of the property following closure of the manufactured home park. While property owners have the right to propose new uses, approval is subject to compliance with zoning regulations, land use policies, and community impact considerations. The County may impose conditions, require modifications, or deny the proposed use if it is found to be inconsistent with adopted plans, regulations, or if the impacts on displaced residents are deemed inadequately addressed.
1. Community Impact Considerations:

- a) **PRESERVE NEIGHBORHOOD CHARACTER.** To preserve the character of established residential areas and residential neighborhoods.
- b) **ENCOURAGE HOUSING DIVERSITY.** To encourage a diversity of housing types, densities, and development that assists in providing adequate housing for all people.
- c) **EVALUATE CUMULATIVE IMPACTS.** To evaluate the combined impacts of the proposed conversion on the community.
- d) **ENSURE DEVELOPMENT MEETS DEMONSTRATED HOUSING NEEDS.** To encourage residential development that meets demonstrated housing needs in Gunnison County, to discourage residential development that does not meet demonstrated needs in Gunnison County, and to encourage buildout of platted subdivisions that have been approved by Gunnison County.

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SECTION 11. DEVELOPMENT INCENTIVES.

- A. **PURPOSE.** Affordable and attainable housing opportunities are needed throughout the Gunnison Valley to ensure housing is available for local residents and the workforce. Housing is generally considered to be affordable (or attainable) when the monthly housing payment is equal to no more than 30% of a household's gross income. New housing opportunities located within the Urban Transition Areas is a specific goal of the Gunnison Area Plan. This section provides incentives for the inclusion of deed restricted housing in these areas.
- B. **APPLICABILITY.:**
1. 40% of the total residential units in the development are deed restricted as affordable housing in accordance with the definition of essential housing in the Gunnison County Land Use Resolution.
- C. **BENEFITS.** Developments may receive the following benefits:
1. Decreased setbacks by up to 50% for all development on the applicable site or subdivision.
 2. Increased height allowance up to 50 feet for all development on the applicable site or subdivision.
 3. Expedited Review Process.
 4. Reduction in required minimum parking by 100%.

SECTION 12. PHASING OF PROJECTS

A. PURPOSE: An applicant may propose that a land use change be designed to occur in phases and may request that it be permitted by individual phases, so long as each phase complies with all applicable requirements of these SAR. The County may require a land use change to be designed to occur in phases, if phasing is necessary or appropriate for it to comply with all of the applicable requirements of these SAR. The purpose of this Section is to ensure that these SAR are applied consistently across the entire development area. Projects may not be segmented, phased, or filed separately in a manner that avoids applicability of these SAR, including but not limited to:

1. SAR Essential Housing Standards,
2. GAP Density Standards,
3. Subdivision requirements, or
4. Required infrastructure commitments.

B. LUR COMPLIANCE. Phasing of projects shall comply with LUR Section 3-106: PHASING OF PROJECT

C. SAR COMPLIANCE REQUIRED. The County may deny phased applications when:

1. The project is intentionally segmented to avoid SAR standards, including but not limited to the provision of Essential Housing, density standards, or infrastructure requirements.
2. Filing patterns, timing, or ownership structures appear designed to fall below GAP or subdivision thresholds.

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~~SECTION 12.~~SECTION 13. DEVELOPMENT AGREEMENTS AND AMENDMENT

A. DEVELOPMENT IMPROVEMENT AGREEMENT

1. When public or private improvements are a required component of a Land Use Change Permit, the BOCC shall require as a condition of permit approval, in addition to the guarantees identified in C.R.S. 30-28-137 as it may be amended, that the applicant execute and fund with Gunnison County a Development Improvement Agreement acceptable to Gunnison County in form and substance, and amount and type of security. The Development Improvement Agreement shall constitute the applicant's agreement to construct the public improvements and private improvements identified as requirements of project approval. The Development Improvement Agreement shall specifically identify such requirements including plans, drawings and schedules for completion and shall be substantially in the form referenced in Section 16-117: E: Form of Agreement.
2. Development Improvement Agreement shall meet the requirements of LUR Section 16-118: *Development Improvement Agreement Required*.

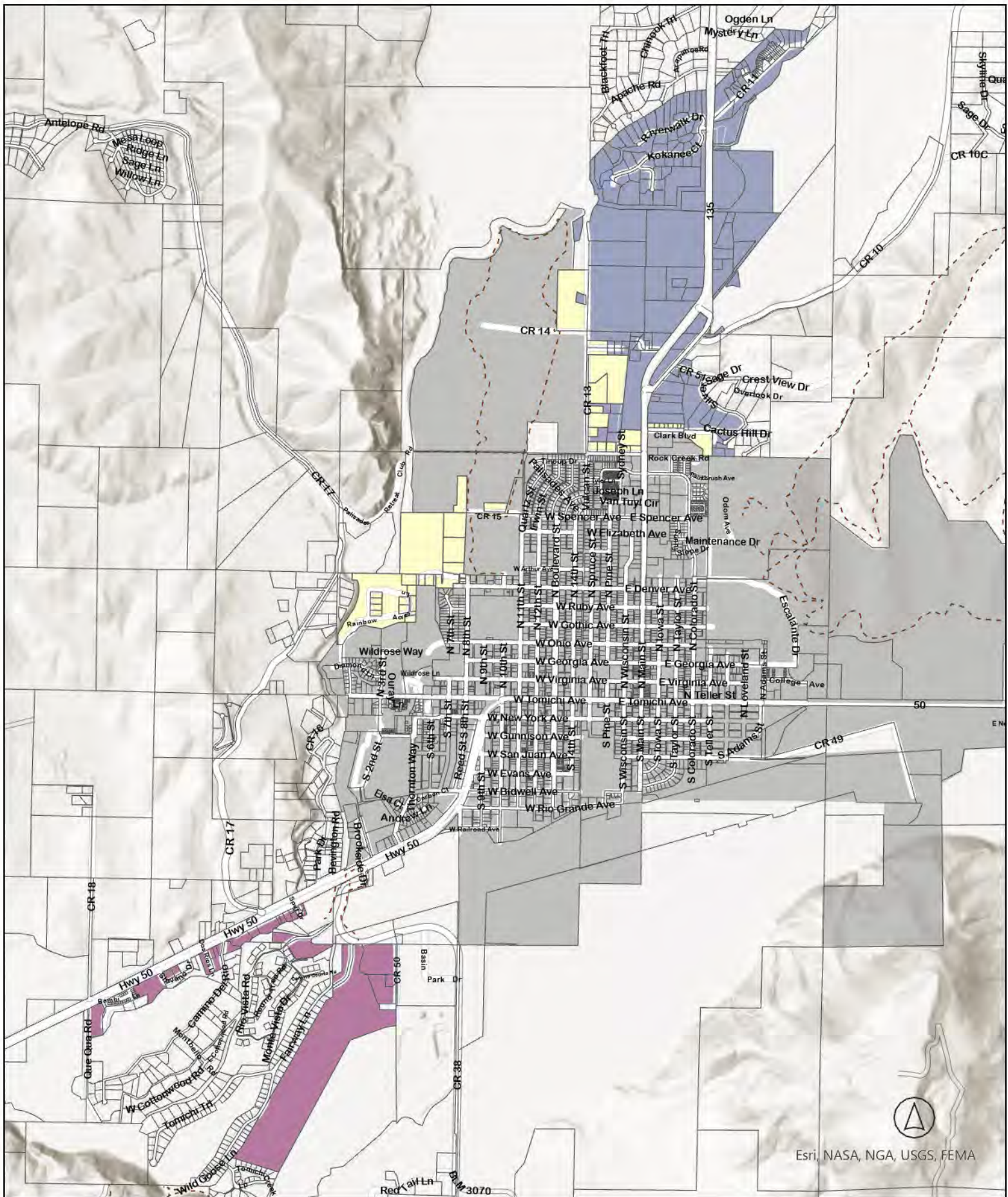
B. AMENDMENT. Unless amended or repealed in accordance with this Section, these Regulations shall remain in full force and effect. The following process shall apply to an application for any amendment to the SAR:

1. **INITIATION.** An amendment to the SAR may be initiated by any of the following:
 - a. **PERSONS WITH STANDING.** A person with standing may initiate an application to amend the SAR by submitting an application to Gunnison County.
 - b. **BOCC.** The Gunnison County Board of County Commissioners or the Gunnison County Community and Economic Development Director may initiate amendments to the SAR.
 - i. **NOTIFICATION.** Notification of amendment(s) initiated by the BOCC or Community and Economic Development Director shall be provided pursuant to LUR Section 3-112: NOTICE OF PUBLIC HEARING. pursuant to #####.
2. **SUBMITTAL OF DRAFT AMENDMENT LANGUAGE.** Any initiative or application for amendment shall be submitted to the Gunnison County Community Development and Economic Director, or if initiated by said Director, to the BOCC, and shall include at a minimum the following:
 - a. **IDENTIFICATION OF APPLICANT.** The application shall state whether the application was initiated by a person with standing, the Community Development and Economic Director, or the BOCC.
 - b. **PRECISE WORDING.** The precise wording of the proposed amendment, and the section in which it is proposed to occur.
 - c. **RATIONALE FOR THE PROPOSED AMENDMENT.** A concise statement of the purpose and justification for the proposed amendment.
3. **APPROVAL BY BOCC.** Any amendment to SAR shall be approved by the BOCC in a public meeting. The BOCC, in its sole discretion, may receive written or oral comment from the public.
4. **REPEAL.** Any application for repeal of SAR shall be approved by the BOCC pursuant to LUR Section 1-113: *Amending this Land Use Resolution*.
5. **ALL OWNERS BOUND.** Any person who now owns or hereafter purchases or acquires rights in any improvements on any lot shall be bound by the terms and conditions herein, whether or not any reference to SAR is contained in the instrument by which such person acquired such interest or ownership.
6. **SEVERABILITY.** If any part of the SAR or the development application or enforcement thereof with respect to any person or circumstance is held invalid by a court of competent jurisdiction,

the remainder of the SAR and its application to other persons or circumstances shall not be affected thereby and shall remain in full force and effect.

7. **NO PRECEDENT SET BY THIS DESIGNATION.** Neither the designation of the Gunnison Special Area, nor the SAR, procedures or approvals hereunder shall be construed as a precedent for any other Gunnison County action.

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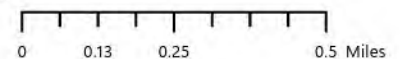
Gunnison Special Area Map

Urban Growth Boundary
North Urban Transition Area

South Urban Transition Area
City of Gunnison

Revision Date: October 9, 2025
Effective Date: TBD

0 0.13 0.25 0.5 Miles



COORDINATED COMPREHENSIVE DEVELOPMENT
INTERGOVERNMENTAL AGREEMENT
FOR THE MUNICIPAL AREA OF INFLUENCE OF THE GUNNISON AREA PLAN

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) is entered into this _____ day of _____, 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado, a statutory Colorado county (“County”), and the City of Gunnison, Colorado, a Colorado municipal corporation (“City”) (collectively, the “Parties”).

RECITALS:

WHEREAS, starting in July 2022, the City and County began a process to develop a comprehensive plan for targeted areas within the City’s three-mile boundary with a specific focus on the areas north and west of the City. The plan seeks to prioritize the preservation of natural resources and sensitive environmental features, cultural resources and agricultural lands in the Gunnison Valley by focusing growth and development into existing areas that can be effectively serviced by community infrastructure.

WHEREAS, both the City and the County have adopted comprehensive plans and strategic frameworks relating to development of real estate to advance housing projects, including the development of a comprehensive corridor plan, infrastructure development, and code requirements for specific areas, all intended to be described in the comprehensive development plan.

WHEREAS, a “Three Mile Plan” is required by Section 31-12-105, C.R.S, and is intended to address growth planning within a three-mile radius extending beyond current city limits. The Plan defines an “Urban Growth Boundary” (“UGB”) and future utility service area, where the City can reasonably expand in the future.

WHEREAS, the County has or will have adopted certain Special Area Regulations, which are intended to apply appropriate design and development standards within transitional areas adjacent to the City, while helping facilitate greater efficiency in the delivery of municipal services should the City ultimately annex parcels or provide water or wastewater facilities in these areas and also allow for extraterritorial service by the City.

WHEREAS, the comprehensive development plan is intended to address specific areas within the City of Gunnison’s three-mile boundary and fulfill the state requirement for the City to complete a three-mile plan.

WHEREAS, Section 29-20-101, et seq., C.R.S. as amended, enables the Parties to enter into intergovernmental agreements to plan for and regulate land uses, in order to minimize the negative impacts of development on the surrounding areas and protect the environment, and specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land.

WHEREAS, pursuant to Title 29, Article 20, C.R.S., as amended, certain powers are designated to local governments, among them the authority to regulate the location of activities and developments which may result in significant changes in population density, the authority to provide for phased development of services and facilities and the authority to regulate the use of land on the basis of the impact thereof on the community or surrounding areas in a manner consistent with constitutional rights.

WHEREAS, pursuant to Title 29, Article 20, C.R.S., as amended, it is declared that in order to provide for planned and orderly development within Colorado and a balancing of the basic human needs of a changing population with legitimate environmental concerns, the policy of the State of Colorado is to clarify and provide broad authority to local governments to plan for and regulate the use of land within their respective jurisdictions.

WHEREAS, pursuant to Title 30, Article 28, C.R.S., as amended, broad land use authority is provided to counties and empowers them to plan and provide for the physical development of their unincorporated territory.

WHEREAS, pursuant to Section 31-12-121, C.R.S., the City has authority to require application or consent to annexation in connection with the provision of municipal services, when the property receiving such services is eligible for annexation.

WHEREAS, concentrating urban development in areas designated for such development affords greater efficiency in the delivery of services such as water and wastewater disposal systems, transportation, fire and police protection and other services, and also affords predictability to landowners and residents concerning where future services may be provided and urban development will be permitted.

WHEREAS, the Parties have previously entered into various comprehensive and other plans by intergovernmental agreements, and desire now to provide a comprehensive plan replacing such agreements.

WHEREAS, in order to ensure that the desired character of the planning area is achieved, the parties believe that a comprehensive development plan which recognizes areas potentially eligible for annexation and development approved by each party, accompanied by binding commitments by the responsible Party for the preservation of the rural character of surrounding lands as identified within the area of the plan, is in the best interest of the residents of each of the Parties.

WHEREAS, the provisions concerning annexation, pre-annexation, or development by the Parties of certain lands within the plan area are intended to preclude undesirable development and urban sprawl which would create a detrimental development pattern at the boundary of the City.

WHEREAS, consistent with the municipal annexation, utility service, and land use laws of the State of Colorado, this Agreement, including specifically the annexation and utility service portions hereof, are intended to encourage the natural and well-ordered future development of each Party, to promote planned and orderly growth in the affected areas, to distribute fairly and equitably the costs of government services among those persons who benefit therefrom, to extend government services and facilities to the affected areas in a logical fashion, to simplify providing utility services to the affected areas, to simplify the governmental structure of the affected areas, to reduce and avoid, where possible, friction between the Parties, and to promote the economic viability of the Parties.

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in Article 20 of Title 29, part 1 of Article 28 of Title 30, part 1 of Article 12 of Title 31, and parts 2 and 3 of Article 23 of Title 31, C.R.S., as amended.

WHEREAS, it is the intent of the Parties through this Agreement to create a framework that will promote economic development, enhance community character and quality of design, and add value and opportunities to properties in areas adjacent to the City in the unincorporated County.

WHEREAS, the Parties have each held meetings regarding the adoption of a comprehensive development plan for the subject lands, hereinafter referred to as the Gunnison Area Plan.

WHEREAS, this IGA implements the Gunnison Area Plan as adopted by the Parties by Resolutions of both Parties.

TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is expressly acknowledged, the parties agree as follows:

1. This IGA supersedes and replaces in its entirety the Three Mile Plan/Urban Growth Boundary Intergovernmental Agreement dated July 3, 2001.
2. Condition Precedent. This IGA shall be of no force and effect until the City Council and the Board of County Commissioners approve this Agreement and incorporate it by reference into their respective regulations.
3. Term of Agreement. Upon approval, this IGA shall remain in effect unless or until terminated by either Party. Either Party shall have the right to terminate this Agreement at any time, with or without cause, upon one hundred eighty (180) days prior written notice to the other.

4. Purpose and Applicability. This Agreement, including Exhibits, is adopted by the Parties as a comprehensive development plan defining jurisdictional roles and responsibilities in areas of Gunnison County within proximity to the City of Gunnison, as further defined herein, generally referenced as the Municipal Area of Influence (“MAI”) as described in Exhibit A. Each entity agrees to establish development regulations within their respective jurisdictions in the MAI, as provided herein, in general accordance with the following shared purposes and principles:

A. PURPOSES

The Gunnison Area Plan is intended to ensure development in this area provides appropriate service levels and reflects the community’s goals related to land use, housing opportunities, community character, environmental sustainability, natural hazard mitigation, infrastructure access, access to employment centers and services, and multimodal connectivity. This Agreement shall be liberally construed to further the following purposes listed in Section 1-103 of the Gunnison County, Colorado *Land Use Resolution* (“LUR”) and in alignment with the City of Gunnison, Comprehensive Plan.

B. PRINCIPLES

1. Compact, Complete, and Connected Neighborhoods.

- a. Promote compact development to preserve agricultural and natural lands and reduce infrastructure costs.
- b. Encourage complete neighborhoods that integrate housing, jobs, parks, schools, civic spaces, and commercial services.
- c. Prioritize walkable, bikeable, and transit-accessible street networks with short block lengths and connected grids with narrower streets that accommodate emergency services and enhance user safety.

1. Housing.

- a. Enable for a diversity of housing types, densities, and development that assists in providing adequate housing for all people.
- b. Support infill and redevelopment in existing developed areas to reduce sprawl.
- c. Coordinate housing and transit planning to reduce vehicle miles traveled and improve access to opportunity.

2. Mixed Use and Neighborhood Commercial.

- a. Permit neighborhood-serving commercial uses in residential areas to promote vitality and reduce vehicle trips.
- b. Enable live-work development and mixed-use buildings.

- c. Eliminate unnecessary buffers or setbacks between compatible uses to maximize land efficiency and walkability.

3. Mobility and Transportation.

- a. New streets should be designed with pedestrians in mind to emphasize safe crossings, reduced vehicle speeds, and access for all modes of transportation.
- b. Enable pedestrian and cyclist infrastructure and trail connectivity.
- c. Coordinate transit service enhancements and last-mile connections across jurisdictional boundaries.
- d. Discourage frontage road development that displaces traffic into neighborhoods or fragments communities.
- e. Consider access management best practices to minimize conflict points and enhance safety for all users.

4. Placemaking and Public Realm.

- a. Enable pocket parks, plazas, and gathering places in new neighborhood planning.
- b. Establish gateways and corridors that reinforce community identity and create a sense of arrival.

5. Definitions. Terms that are not defined in this Agreement shall be defined consistent with *Definitions* of the Gunnison County Land Use Resolution or the City of Gunnison Municipal Code as applicable. Should either the Land Use Resolution or the Municipal Code conflict, the stricter regulation shall control.

6. Municipal Area of Influence. A Municipal Area of Influence (“MAI”) located within unincorporated Gunnison County, outside Gunnison city limits is hereby established, as represented in Exhibit A. The MAI outlines the area where the Parties anticipate future growth or land use influence over the next 20 years. The defined MAI will guide long-term planning, support intergovernmental coordination, and define areas where the municipality has a vested interest in land use decisions. Two categories exist within the MIA:

A. Urban Growth Boundary (“UGB”). This established boundary generally represents an area immediately adjacent to city limits that is currently eligible for annexation in accordance with the Municipal Annexation Act of 1965. As actual annexations occur over time, this boundary may be adjusted to include properties newly eligible for annexation. Any changes to the UGB shall be jointly reviewed and approved by the City and County.

The City shall establish future land use zoning in the UGB to provide clear expectations for development consistent with Section 4 of this Agreement and the City’s adopted Land Development Code. Subject to buildout of the distribution and

collection system, the City has the capacity and availability to serve public drinking water, sanitary wastewater, and electricity within the UGB.

The Parties agree that it is in the public's best interest to minimize the use of individual wells and on-site septic systems within urban and urbanizing areas due to concerns related to public health, environmental protection, long-term infrastructure efficiency, and source water protection. Individual on-site wastewater treatment systems present increased risks of groundwater contamination, inconsistent maintenance, and degraded water quality, particularly when located in higher-density settings. The City's centralized water and wastewater systems are subject to rigorous regulatory oversight, professional operation, and routine maintenance, ensuring a higher standard of public health protection.

Therefore, for new development, the Parties require connection to City water and wastewater infrastructure within the UGB to support efficient land use, protect surface and groundwater resources, reduce the risk of system failures, and allow for coordinated service delivery.

New development applications within the UGB requiring subdivision of land, water or wastewater infrastructure, or other public infrastructure shall be referred to the City for land use review and approval and shall be required to annex into the City prior to applying for a building permit. All other land use applications may be processed in accordance with City regulations in concurrence with an application for annexation. Annexation into the City is intended to provide for responsible management of growth, protection of public resources, and that all serviced properties contribute equitably to the cost of the infrastructure systems.

The Parties agree the County shall not object to annexations within the UGB and that the County has no review or approval authority regarding new development applications within the UGB. Nothing within this Agreement shall imply that the City or County are responsible for costs associated with new development applications, including but not limited to annexation, impact analysis, or infrastructure.

To the extent permitted by law, the City shall defend and hold harmless the County against claims arising from City land use review in the UGB.

1. Exemption.

This IGA shall not apply to the following activities in the UGB. The following activities shall be exempt from this IGA and shall be reviewed pursuant to the Gunnison County *Land Use Resolution* and other applicable regulations in effect at time of application submittal including but not limited to: International Building Code, International Wildland Urban Interface Code, and Gunnison County Standards and Specifications for New Construction of Roads and Bridges.

- a. Secondary residence, addition, non-habitable structure. Any parcel within the Urban Growth Boundary with a legally established single-

family residence may construct an addition, secondary residence, or non-habitable structure such as a storage shed or a garage.

b. Legally Established Conforming and Nonconforming Uses and Structures.

- i. Use may continue. Legally established conforming and nonconforming land uses and structures may continue, so long as they remain otherwise legal and comply with the standards of this Section.
- ii. Repairs and maintenance. Ordinary repairs and maintenance to permit continuation of a legal conforming or nonconforming use and/or structure shall be permitted.
- iii. Limited extension or expansion. A legal nonconforming use or structure shall not be extended or expanded except as allowed in LUR Section 1-108: B. 3. b: Expansion Shall Not Increase Nonconformance. This prohibition shall be construed to prevent the additional land uses or structures from being used in a nonconforming manner.
- iv. Expansion shall not increase nonconformance. A legal nonconforming use or structure shall only be extended, expanded or altered in a manner that does not expand, or that decreases, the nonconforming use or aspect.
- v. Force majeure. Replacement of a portion of or the entirety of a structure that was damaged and/or demolished due to circumstances beyond the control of the property owner, also known as an “act of God”, including but not limited to fire or flood.

B. North Urban Transition Area (“NUTA”). This established boundary represents an area within the MAI that is not currently eligible for annexation in accordance with the Municipal Annexation Act of 1965. As actual annexations occur over time, the UGB may expand into the NUTA. The County shall establish Special Area Regulations in the NUTA to provide clear expectations for development consist with Section 4 of this Agreement. Subject to buildout of the distribution and collection system, the City has the capacity and availability to serve public drinking water, sanitary wastewater, and electricity within the NUTA.

For the reasons provided in Section 6.A, the Parties require new development to connect to City water and wastewater infrastructure within the NUTA to support efficient land use, protect surface and groundwater resources, reduce the risk of system failures, and allow for coordinated service delivery.

New development applications within the NUTA requiring subdivision of land, water or wastewater infrastructure, or other public infrastructure shall first obtain a pre-

annexation agreement with the City to fulfill all City code requirements for utilities and public rights of way and shall be required to execute a pre-annexation agreement with the City prior to applying for a building permit with the County. The pre-annexation agreement is not annexation of the property and instead will serve as (1) a commitment by the City to serve the property in a specific capacity and (2) a commitment by the property owner to construct infrastructure consistent with City requirements, specific to the site conditions and consistent with established City standards and engineering analysis, and to not object to future annexation when legally eligible. The pre-annexation agreement shall be recorded and run with the land.

New single unit residential developments within the NUTA may not be required to connect to public water and wastewater infrastructure prior to receiving a building permit but may be subject to future connection upon future annexation. If an applicant proposes a use that is initially exempt from pre-annexation requirements and later proposes a second project as an addition to or expansion of the approved project, so that the projects considered together would have required a pre-annexation agreement, the then second and subsequent project shall be reviewed in accordance with the pre-annexation requirements and the cumulative impacts of the sequential projects shall be the basis for the pre-annexation agreement. No development may be approved under this exception if it is determined that the project is part of a larger development intent or scheme that would otherwise exceed the single unit threshold. The applicant may be required to disclose current and future development plans, and the County reserves the right to deny the exception if there is evidence of intent to segment a larger development into phases or separate applications to qualify for the exemption.

Except as expressly set forth above, the Parties agree the County shall not object to pre-annexations within the NUTA and that the City has no review or approval authority regarding new development applications within the NUTA, except as it relates to execution of the pre-annexation agreement for utilities and public rights of way. Nothing within this Agreement shall imply that the City or County are responsible for costs associated with new development applications, including but not limited to annexation, impact analysis, or infrastructure.

To the extent permitted by law, the City shall defend and hold harmless the County against claims arising from City land use review in the NUTA. To the extent permitted by law, the County shall defend and hold harmless the City for any claims arising from County land use review in the NUTA.

2. Exemption.

This IGA shall not apply to the following activities in the NUTA:

- a. Single-family residence. Development of an existing vacant lot with a single-family residence shall be reviewed pursuant to the LUR and

not subject to this IGA. City of Gunnison pre-annexation shall not be required.

- b. Secondary residence, addition, non-habitable structure. Any parcel within the NUTA with a legally established single-family residence as of the effective date of this IGA may construct an addition, secondary residence, duplex, accessory dwelling unit, or non-habitable structure such as a storage shed or a garage, without triggering the requirements of this IGA. City of Gunnison pre-annexation shall not be required.
- c. Legally established conforming and nonconforming uses and structures.
 - i. Use may continue. Legally established conforming and nonconforming land uses and structures may continue, so long as they remain otherwise legal and comply with the requirements of this Section.
 - ii. Repairs and maintenance. Ordinary repairs and maintenance to permit continuation of a legal conforming or nonconforming use and/or structure shall be permitted.
 - iii. Limited extension or expansion. A legal nonconforming use or structure shall not be extended or expanded except as allowed in LUR Section 1-108: B. 3. b: Expansion Shall Not Increase Nonconformance. This prohibition shall be construed to prevent the additional land uses or structures from being used in a nonconforming manner.
 - iv. Expansion shall not increase nonconformance. A legal nonconforming use or structure shall only be extended, expanded or altered in a manner that does not expand, or that decreases, the nonconforming use or aspect.
 - v. Force majeure. Replacement of a portion of or the entirety of a structure that was damaged and/or demolished due to circumstances beyond the control of the property owner, also known as an “act of God”, including but not limited to fire or flood.

- 7. Area of No Municipal Influence. The Parties agree that the City has no influence on locations outside of the City or the Municipal Area of Influence (MAI), unless otherwise stated herein or agreed upon by separate agreement. Within the Gunnison Area Plan, three categories exist outside the MAI, including the South Urban Transition Area, Rural Transition Area and the Rural Area. While all three categories are located within the statutorily defined “three-mile” area, the locations are either already served by other utility providers, City water and wastewater utilities are

impractical, or the areas are being preserved to maintain their rural character and use. The County maintains full authority, as applicable by law, for new development applications within the Area of No Municipal Influence.

8. Utility Service and Right-of-Way Exceptions within the MAI.

The City's Municipal Code shall provide a process by which the City may consider and approve exceptions to the above-mentioned requirements within the MAI, specifically where unique circumstances justify a departure from the purpose of this Agreement.

9. General Responsibilities of the Parties.

- A. The Parties will coordinate to update Exhibit A annually to adjust the UGB based upon properties qualifying for potential annexation into the City. Any changes to the UGB shall be approved by the City and County.
- B. The parties will collaborate to prepare a comprehensive three-mile plan update every 5-10 years.
- C. The City shall continue to progress planning of utilities and other public infrastructure within the MAI to meet the purposes and principles provided in Section 4.
- D. The City will update its utility and public right of way standards to ensure the agreed upon principles contained in Section 4 are supported.
- E. The City shall be solely responsible for regulating City utility services within the MAI, including but not limited to establishing policies and procedures for the application, engineering, construction, delivery and maintenance of City public utilities.
- F. The City shall endeavor to serve electric within the MAI in accordance with applicable state statutes.
- G. The City agrees that the Gunnison Area Plan supersedes conflicting provisions within the City of Gunnison Comprehensive Plan, and that City will remove such conflicts from its Comprehensive Plan.
- H. The City shall be responsible for generating pre-annexation agreements; terms associated with a pre-annexation agreement are unique to each circumstance and shall be negotiated between the developer and City to meet the provisions of Section 6.B.

- I. The Parties will review possible revisions to the Wastewater Treatment Facility Agreement dated July 3, 2001.
- J. Fees required by the City for annexation, pre-annexation, utility connections, permits, etc., shall be paid by an applicant to the City and will be set forth by annual resolution.

10. General Provisions.

- A. **Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Colorado.
- B. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall operate as a waiver or limitation on the Parties' governmental immunity or the monetary damage limitations as set forth in Article 10 of Title 24, C.R.S.
- C. **Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- D. **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall not be construed strictly for or against any Party.
- E. **Effect of Waiver.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach or violation hereof.
- F. **Amendment.** This Agreement may be modified only by agreement in writing, duly authorized and executed by the Parties.
- G. **Assignment.** Neither Party shall assign, delegate, subcontract, pledge, or encumber any right, duty, or interest, in whole or in part, in or to this Agreement without the consent of the other.
- H. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon, or to give any person other than the Parties hereto, any right, remedy or claim under, or by reason of, this Agreement.
- I. **Further Assurances.** Each Party agrees, at its own cost, to do such further acts and things and to execute and deliver such additional agreements and

instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

- J. Survival. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, expressed and implied, shall survive the termination of this Agreement, and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.
- K. Entire Agreement; Integration. This Agreement supersedes all previous understandings, contracts or agreements between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties.
- L. Notice. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service if hand delivered or e-mailed to the Party to whom notice is to be given, or (ii) on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, postage prepaid, and properly addressed to a Party at the addresses set forth in this paragraph, or such other address as a Party may subsequently provide by written notice.
 - If to the City: City Manager, with copy to City Attorney.
 - If to the County: County Manager, with copy to County Attorney.
- M. Severability. Invalidation of any of the provisions of this Agreement, or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof, in any given circumstance, shall not affect the validity of the remainder of this Agreement unless such invalidity defeats the essential purpose of this Agreement.
- N. Execution. By signing below the Parties represent that: (a) the person executing this Agreement is authorized to execute and enter contracts on behalf of such Party; (b) the appropriate officials and representatives of the Parties have read and understand the Agreement; and (c) the Agreement has been duly approved by the governing body of the Parties at a meeting held in compliance with all applicable laws. A duplicate, a copy, and/or an electronic execution of this Agreement will have the same force and effect of an original signature.
- O. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Board of County Commissioners of the
County of Gunnison

By: _____
Laura Puckett Daniels, Chair

Attest:

Holly Perry, Deputy County Clerk

City of Gunnison, a Colorado
home-rule municipality

By: _____
Diego Plata, Mayor

Attest:

Erica Boucher, City Clerk

Exhibits
A. Municipal Area of Influence Map

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: October 2025 Cash Transfer Report

Action Requested: Other Accept / Approve Cash Oct 2025 Transfers

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

October 2025 Cash Transfers

Fiscal Impact: 11,485,238.06

Submitted by: Melissa LaMonica

Submitter's Email Address: mlamonica@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 11/14/2025

County Attorney Review:

☐ Required

☒ Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry

Discharge Date: 11/14/2025

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 11/18/2025



GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
October-25

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,829,160.75)
130	95 11122	General - Payroll Account	1,476,778.34	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	(8,685,058.58)
002	02 11900	Road & Bridge	169,153.57	0.00
003	03 11900	Human Services	0.00	(26,931.88)
004	04 11900	Public Health Agency	0.00	(31,585.51)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(54,597.19)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	494,792.23	0.00
013	13 11900	Land Preservation	0.00	(55,952.69)
030	30 11900	Mosquito Control	0.00	0.00
032	32 11900	Sage Grouse Trust	6,317.72	0.00
034	34 11900	Risk Management	0.00	(163.89)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	0.00
050	50 11900	Gunnison County Sewer	0.00	(123,939.68)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(34,471.67)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(451,453.88)
125	52 11101	Solid Waste - Landfill Closure	7,305.46	0.00
126	52 11102	Solid Waste - Landfill Const	27,572.03	0.00
070	70 11900	Housing Authority	1,558,215.87	0.00
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	4,237.49	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	0.00	(191,922.34)
082	82 11900	ISF-II	941.01	0.00
090	90 11900	Health Insurance Trust	86,613.98	0.00
115	90 11101	Health Insurance Claims	101,937.42	0.00
091	91 11900	Local Marketing District	133,004.62	0.00
092	92 11900	Transportation Authority	206,665.90	0.00
093	93 11900	Public Trustee Agency	332.68	0.00
145	95 11121	Accounts Payable Clearing	7,211,369.74	0.00
TOTALS			\$ 11,485,238.06	\$ (11,485,238.06)

TRANSFER FOR JOURNAL ENTRIES:

510076, 510077, 510078, 510079, 510080, 510075, 509657, 509758, 510323, 510329, 510337, 511024, 510338, 509844, 510339, 510340, 510341, 510344, GBI 511001, 510360, 510362, 510485, Void 510090, 509540 GNI, AP, 510361, 510332, 510345,

PREPARED BY:

W. Anthony

AUTHORIZED BY:

Janet

RECEIVED BY TREASURER:

[Signature]

DATE:

NOV 10 2025

DATE:

11-10-25

DATE:

NOV 10 2025

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
October-25

				01	01	01	01	01	02	03	04	
				Finance	General	Water	Workforce	Courthouse	Revenue	Road &	Human	Public
				Business	Fund	Resource Prot.	Impact Fees	Renovation	Clearing	Bridge	Services	Health
Balance	JE's	Description	Date	01 11900	01 11102	01 11103	01 11105	01 11106	02 11900	03 11900	04 11900	
-	510076,	STND1: VEHICLE/EQUIPMENT RENT	10/31/2025	(27,143.75)						(903.11)		
-	510077,	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2025	38,944.68					(9,545.84)	1,675.00	(5,166.67)	
-	510078,	STND3: MAPPING SYSTEM CHARGES	10/31/2025	(11,533.33)					(1,675.76)	(22.08)	(22.08)	
-	510079,	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2025	(4,945.34)					(498.00)	(765.00)	(989.99)	
-	510080,	STND5: COMPUTER SYSTEM CHARGES	10/31/2025	(30,516.10)					(3,302.58)	(2,833.33)	(5,439.75)	
-	510075,	REVERSE SEPTEMBER CASH SHORTFALL JE	10/1/2025	152,700.00							(10,000.00)	
-	509657,	RECLASS PUBLIC WORKS VOUCHERS	9/30/2025	(1,000.00)					1,000.00			
-	509758,	BUDGET TRANS 3Q FROM SAGE GROUSE TRUST TO SA	9/30/2025	5,284.00								
-	510323,	REC MED/DEN/FLEX/RX CHECKS OCT	10/31/2025	(3,838.86)								
-	510329,	LANDFILL ALLOCATION OCTOBER	10/31/2025									
-	510337,	DHS RENT OCT 2025	10/31/2025	15,149.00						(15,149.00)		
-	511024,	DHS RENT NOV 2025	11/30/2025	15,149.00						(15,149.00)		
-	510338,	SEVERANCE -RECLASS SEVERANCE FROM COLO. DOR	10/31/2025	(65,353.78)					65,353.78			
-	509844,	CFMS SETTLE SEP-25 W/HINSDALE	9/30/2025	27,497.45						(27,497.45)		
-	510339,	COPIES BLACK OCT 2025	10/31/2025	(1,111.48)					(85.60)	(8.24)	(83.64)	
-	510340,	COPIES COLOR OCT 2025	10/31/2025	(6,414.30)					(375.84)	(38.52)	(97.56)	
-	510341,	POSTAGE USE OCT 2025	10/31/2025	(2,577.06)								
-	510344,	PH PHOTOCOPY - OCTOBER	10/31/2025	(145.16)							(260.00)	
-	GBI 511001,	Weed District Rent November 2025	11/1/2025	(765.00)								
-	510360,	RECLASS COMPUTER SERVICES TO GRANTS	10/31/2025	(1,000.00)							1,000.00	
-	510362,	STOP LOSS OCTOBER	10/31/2025									
-	510485,	CASH XFERS FOR OCTOBER SHORTFALLS	10/31/2025	(73,875.00)							5,775.00	
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-	Void 510090,	FOUR STAR REALTY & PROPERTY MANAGEMENT	10/14/2025							1,500.00		
-	509540 GNI,	PCARD IMPORT September 2025	9/30/2025	36,834.24					(3,637.39)	(9,907.55)	(5,339.06)	
-	AP,	AP CLEARING October 2025	10/31/2025	(1,159,356.66)					(60,820.53)	(34,833.78)	(38,129.17)	
-	510361,	REVENUE CLEARING October 2025	10/31/2025	181,833.99				(8,685,058.58)	412,240.18	244,962.47	158,509.18	
-	510332,	PAYROLL IMPORT October 2025	10/31/2025	563,801.05					(229,498.85)	(167,962.29)	(131,341.77)	
-	510345,	PAYROLL TRANSFER (BMO TRF) October 2025	10/31/2025	(1,476,778.34)								
-		TOTALS		(1,829,160.75)	-	-	-	(8,685,058.58)	169,153.57	(26,931.88)	(31,585.51)	

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

October-25

			07	08	08	08	10	10	12	13	30	32	
			Finance	Conservation	Bond	Series 2010	Series 2013	Airport	Terminal	Sales	Land	Mosquito	Sage
			Business	Trust	Fund	Bond Reserve	Bond Reserve	Operations	Construction	Tax	Preservation	Control	Grouse
JE's	Description	Date	07 11900	08 11900	08 11101	08 11102		10 11900	10 11101	12 11900	13 11900	30 11900	32 11900
510076,	STND1: VEHICLE/EQUIPMENT RENT	10/31/2025						(1,613.04)					
510077,	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2025						(4,635.00)					
510078,	STND3: MAPPING SYSTEM CHARGES	10/31/2025						(22.08)					
510079,	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2025						(408.00)					
510080,	STND5: COMPUTER SYSTEM CHARGES	10/31/2025						(1,840.00)					
510075,	REVERSE SEPTEMBER CASH SHORTFALL JE	10/1/2025											
509657,	RECLASS PUBLIC WORKS VOUCHERS	9/30/2025											
509758,	BUDGET TRANS 3Q FROM SAGE GROUSE TRUST TO SAGE GROUSE TRUST	9/30/2025											(5,284.00)
510323,	REC MED/DEN/FLEX/RX CHECKS OCT	10/31/2025											
510329,	LANDFILL ALLOCATION OCTOBER	10/31/2025											11,601.72
510337,	DHS RENT OCT 2025	10/31/2025											
511024,	DHS RENT NOV 2025	11/30/2025											
510338,	SEVERANCE -RECLASS SEVERANCE FROM COLO. DOR	10/31/2025											
509844,	CFMS SETTLE SEP-25 W/HINSDALE	9/30/2025											
510339,	COPIES BLACK OCT 2025	10/31/2025						(14.87)					
510340,	COPIES COLOR OCT 2025	10/31/2025						(130.86)					
510341,	POSTAGE USE OCT 2025	10/31/2025											
510344,	PH PHOTOCOPY - OCTOBER	10/31/2025											
GBI 511001,	Weed District Rent November 2025	11/1/2025						765.00					
510360,	RECLASS COMPUTER SERVICES TO GRANTS	10/31/2025											
510362,	STOP LOSS OCTOBER	10/31/2025											
510485,	CASH XFERS FOR OCTOBER SHORTFALLS	10/31/2025											
Void 510090,	FOUR STAR REALTY & PROPERTY MANAGEMENT	10/14/2025											
509540 GNI,	PCARD IMPORT September 2025	9/30/2025						(2,648.80)					
AP,	AP CLEARING October 2025	10/31/2025						(236,927.34)		(206,223.01)	(125,000.00)		
510361,	REVENUE CLEARING October 2025	10/31/2025						276,805.48		701,015.24	69,047.31		
510332,	PAYROLL IMPORT October 2025	10/31/2025						(83,927.68)					
510345,	PAYROLL TRANSFER (BMO TRF) October 2025	10/31/2025											
TOTALS			-	-	-	-		(54,597.19)	-	494,792.23	(55,952.69)	-	6,317.72

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
October-25**

JE's	Description	Date	34	43	50	50	51	51	52	52	52	70	70
			Finance Business Management	Risk 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
510076,	STND1: VEHICLE/EQUIPMENT RENT	10/31/2025			(354.17)		(1,456.45)		(22,937.53)				
510077,	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2025			(3,749.57)		2,416.65		(5,538.58)				
510078,	STND3: MAPPING SYSTEM CHARGES	10/31/2025					(661.67)						
510079,	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2025					(45.00)		(45.00)				
510080,	STND5: COMPUTER SYSTEM CHARGES	10/31/2025					(445.00)		(715.00)				
510075,	REVERSE SEPTEMBER CASH SHORTFALL JE	10/1/2025										(61,500.00)	
509657,	RECLASS PUBLIC WORKS VOUCHERS	9/30/2025											
509758,	BUDGET TRANS 3Q FROM SAGE GROUSE TRUST TO SA	9/30/2025											
510323,	REC MED/DEN/FLEX/RX CHECKS OCT	10/31/2025											
510329,	LANDFILL ALLOCATION OCTOBER	10/31/2025							(46,479.21)	7,305.46	27,572.03		
510337,	DHS RENT OCT 2025	10/31/2025											
511024,	DHS RENT NOV 2025	11/30/2025											
510338,	SEVERANCE -RECLASS SEVERANCE FROM COLO. DOR	10/31/2025											
509844,	CFMS SETTLE SEP-25 W/HINSDALE	9/30/2025											
510339,	COPIES BLACK OCT 2025	10/31/2025					(6.12)						
510340,	COPIES COLOR OCT 2025	10/31/2025					(36.90)						
510341,	POSTAGE USE OCT 2025	10/31/2025											
510344,	PH PHOTOCOPY - OCTOBER	10/31/2025											
GBI 511001,	Weed District Rent November 2025	11/1/2025											
510360,	RECLASS COMPUTER SERVICES TO GRANTS	10/31/2025											
510362,	STOP LOSS OCTOBER	10/31/2025											
510485,	CASH XFERS FOR OCTOBER SHORTFALLS	10/31/2025	1,600.00										
Void 510090,	FOUR STAR REALTY & PROPERTY MANAGEMENT	10/14/2025											
509540 GNI,	PCARD IMPORT September 2025	9/30/2025					(327.65)		(6,300.00)			(255.86)	
AP,	AP CLEARING October 2025	10/31/2025	(1,763.89)		(117,690.48)		(19,625.55)		(312,478.40)			(3,927,021.33)	
510361,	REVENUE CLEARING October 2025	10/31/2025							184.10			5,555,775.96	
510332,	PAYROLL IMPORT October 2025	10/31/2025			(2,145.46)		(14,283.98)		(57,144.26)			(8,782.90)	
510345,	PAYROLL TRANSFER (BMO TRF) October 2025	10/31/2025											
	TOTALS		(163.89)	-	(123,939.68)	-	(34,471.67)	-	(451,453.88)	7,305.46	27,572.03	1,558,215.87	-

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
October-25**

			71	71	72	80	82	90	90	91	92	93	95
		Finance	Senior	Senior Hsg.	Assisted	Internal	Internal	Health	Health Claims	Marketing	Transportation	Public	Accounts Pay
JE's	Description	Business	Housing	Deposits	Living	Service I	Service II	Insurance	Clearing	District	Authority	Trustee	Clearing
		Date	71 11900	71 11101	72 11900	80 11900	82 11900	90 11900	90 11101	91 11900	92 11900	93 11900	95 11121
510076,	STND1: VEHICLE/EQUIPMENT RENT	10/31/2025				54,564.30	(156.25)						
510077,	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2025				(8,108.83)	(1,416.67)			(3,708.50)	(1,166.67)		
510078,	STND3: MAPPING SYSTEM CHARGES	10/31/2025					13,937.00						
510079,	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2025				(45.00)	7,786.33					(45.00)	
510080,	STND5: COMPUTER SYSTEM CHARGES	10/31/2025				(460.00)	45,786.76					(235.00)	
510075,	REVERSE SEPTEMBER CASH SHORTFALL JE	10/1/2025					(65,700.00)	1,030.00	(1,030.00)			(15,500.00)	
509657,	RECLASS PUBLIC WORKS VOUCHERS	9/30/2025											
509758,	BUDGET TRANS 3Q FROM SAGE GROUSE TRUST TO SAGE	9/30/2025											
510323,	REC MED/DEN/FLEX/RX CHECKS OCT	10/31/2025						(141,496.74)	145,335.60				
510329,	LANDFILL ALLOCATION OCTOBER	10/31/2025											
510337,	DHS RENT OCT 2025	10/31/2025											
511024,	DHS RENT NOV 2025	11/30/2025											
510338,	SEVERANCE -RECLASS SEVERANCE FROM COLO. DOR	10/31/2025											
509844,	CFMS SETTLE SEP-25 W/HINSDALE	9/30/2025											
510339,	COPIES BLACK OCT 2025	10/31/2025					1,309.95						
510340,	COPIES COLOR OCT 2025	10/31/2025					7,093.98						
510341,	POSTAGE USE OCT 2025	10/31/2025					2,577.06						
510344,	PH PHOTOCOPY - OCTOBER	10/31/2025					405.16						
GBI 511001,	Weed District Rent November 2025	11/1/2025											
510360,	RECLASS COMPUTER SERVICES TO GRANTS	10/31/2025											
510362,	STOP LOSS OCTOBER	10/31/2025						43,768.18	(43,768.18)				
510485,	CASH XFERS FOR OCTOBER SHORTFALLS	10/31/2025					49,000.00	(1,400.00)	1,400.00			17,500.00	

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

October-25

		Finance	95
		Business	Payroll
		Date	Clearing
JE's	Description		95 11122
510076,	STND1: VEHICLE/EQUIPMENT RENT	10/31/2025	
510077,	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2025	
510078,	STND3: MAPPING SYSTEM CHARGES	10/31/2025	
510079,	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2025	
510080,	STND5: COMPUTER SYSTEM CHARGES	10/31/2025	
510075,	REVERSE SEPTEMBER CASH SHORTFALL JE	10/1/2025	
509657,	RECLASS PUBLIC WORKS VOUCHERS	9/30/2025	
509758,	BUDGET TRANS 3Q FROM SAGE GROUSE TRUST TO SA	9/30/2025	
510323,	REC MED/DEN/FLEX/RX CHECKS OCT	10/31/2025	
510329,	LANDFILL ALLOCATION OCTOBER	10/31/2025	
510337,	DHS RENT OCT 2025	10/31/2025	
511024,	DHS RENT NOV 2025	11/30/2025	
510338,	SEVERANCE -RECLASS SEVERANCE FROM COLO. DOR	10/31/2025	
509844,	CFMS SETTLE SEP-25 W/HINSDALE	9/30/2025	
510339,	COPIES BLACK OCT 2025	10/31/2025	
510340,	COPIES COLOR OCT 2025	10/31/2025	
510341,	POSTAGE USE OCT 2025	10/31/2025	
510344,	PH PHOTOCOPY - OCTOBER	10/31/2025	
GBI 511001,	Weed District Rent November 2025	11/1/2025	
510360,	RECLASS COMPUTER SERVICES TO GRANTS	10/31/2025	
510362,	STOP LOSS OCTOBER	10/31/2025	
510485,	CASH XFERS FOR OCTOBER SHORTFALLS	10/31/2025	
Void 510090,	FOUR STAR REALTY & PROPERTY MANAGEMENT	10/14/2025	
509540 GNI,	PCARD IMPORT September 2025	9/30/2025	
AP,	AP CLEARING October 2025	10/31/2025	
510361,	REVENUE CLEARING October 2025	10/31/2025	
510332,	PAYROLL IMPORT October 2025	10/31/2025	
510345,	PAYROLL TRANSFER (BMO TRF) October 2025	10/31/2025	1,476,778.34
TOTALS			1,476,778.34

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 Treasurer and Investment reports

Fiscal Impact:

Submitted by: Teresa Brown

Submitter's Email Address: tbrown@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 1

Agenda Date: 11/18/2025

TREASURER'S MONTHLY REPORT FOR October 2025

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	\$	\$	\$	\$
Due from Tre-County General	9,472,348.85	569,528.38	(2,236,113.56)	7,805,763.67
Due from Tre-Road & Bridge	6,075,001.89	270,727.10	(1,625.97)	6,344,103.02
Due from Tre-Human Services	1,063,558.46	45,200.98	(26,938.24)	1,081,821.20
Due from Tre-Public Health Agency	57.91	31,850.30	(31,904.02)	4.19
Due from Tre-Conservation Trust	386,257.92	853.46	-	387,111.38
Due from Tre-Bond Fund	1,424,369.99	3,147.22	-	1,427,517.21
Due from Tre-Airport	1,874,216.70	111,181.55	(60,419.77)	1,924,978.48
Due from Tre-Sales Tax	6,500,527.89	514,131.87	(38.75)	7,014,621.01
Due from Tre-Land Preservation	2,382,234.35	5,140.05	(55,952.69)	2,331,421.71
Due from Tre-Mosquito	40,770.81	594.50	(15.10)	41,350.21
Due from Tre-Sage Grouse	472,570.96	7,375.85	-	479,946.81
Due from Tre-Risk Management	229.75	0.15	(163.89)	66.01
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	259.40	7,886.96	-	8,146.36
Due from Tre-Sewer	859,797.28	225,478.32	(127,055.60)	958,220.00
Due from Tre-Water	1,022,973.79	2,357.59	(34,471.67)	990,859.71
Due from Tre-Solid Waste	700,106.36	190,447.55	(453,348.72)	437,205.19
Due from Tre-Housing Authority	93.66	1,561,854.47	(1.95)	1,561,946.18
Due from Tre-Gunn Sr Housing	77,420.33	4,417.92	-	81,838.25
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	284,795.66	92,181.08	(192,840.09)	184,136.65
Due from Tre-Internal Service II	10.46	2,458.54	(2,015.16)	453.84
Due from Tre-Insurance Trust	2,848,358.77	104,886.93	-	2,953,245.70
Due from Tre-Local Marketing District	2,398,316.80	138,597.72	-	2,536,914.52
Due from Tre-Rural Trans Auth	6,102,695.22	227,167.26	(65.46)	6,329,797.02
Due from Tre-Public Trustee Agency	13.02	332.68	-	345.70
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	-	-	-	-
Due from Tre-Treas Fees	-	17,472.56	(17,472.56)	-
Due from Tre-Health Claims	2.22	145,724.82	(145,666.19)	60.85
Due from Tre-Landfill Closure	1,472,046.44	10,574.17	-	1,482,620.61
Due from Tre-Landfill Cons Resv	2,122,383.58	32,322.48	-	2,154,706.06
Due from Tre-Payroll Clearing	7,145.90	1,476,778.34	(1,476,820.94)	7,103.30
Due from Tre-Sewer Reserve	96,136.00	-	-	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	234.11	0.52	-	234.63
Due From Tre-Housing Authority Restricted Deposits	18,973.96	-	-	18,973.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,243,052.20	7,211,429.74	(7,201,840.34)	1,252,641.60
Due from Tre-Finance Revenue Clearing	44,334.69	8,685,058.58	(8,685,058.58)	44,334.69
Due from Tre-Water Resource	52,260.53	115.47	-	52,376.00
Due from Tre-Workforce Impact Fees	418,635.95	925.00	-	419,560.95
Due from Tre-Living Community	6,509.37	3,480.61	(6,524.62)	3,465.36
COUNTY FUNDS TOTAL	49,828,109.37	21,701,680.72	(20,756,353.87)	50,773,436.22
CITIES AND TOWNS	\$	\$	\$	
Due from Tre-Crested Butte General	8,772.17	9,299.08	(8,793.28)	9,277.97
Due from Tre-Crested Butte Street/Alley	3,065.27	2,961.55	(3,154.12)	2,872.70
Due from Tre-Gunnison City General	11,415.91	5,434.00	(11,459.99)	5,389.92
Due from Tre-Marble General	678.96	330.80	(681.33)	328.43
Due from Tre-Mt Crested Butte General	16,987.39	12,571.83	(17,205.68)	12,353.54
Due from Tre-Pitkin General	304.67	383.78	(308.82)	379.63
CITIES AND TOWNS TOTAL	41,224.37	30,981.04	(41,603.22)	30,602.19
SCHOOLS	\$	\$	\$	
Due from Tre-Gunn RE1J Gen	235,709.02	194,359.59	(236,118.06)	193,950.55
Due from Tre-Gunn RE1J Bond	56,742.66	30,809.77	(56,877.57)	30,674.86
Due from Tre-Delta 50J General	9,392.09	7,517.70	(9,392.09)	7,517.70
Due from Tre-Delta 50J Bond	345.81	-	(345.81)	-
Due from Tre-Montrose RE1J General	1,220.87	1,018.59	(1,220.87)	1,018.59
Due from Tre-Montrose RE1J Bond	23.51	-	(23.51)	-
Due from Tre-Reij 2014 Mill Override	15,026.67	8,176.13	(15,082.84)	8,119.96
SCHOOLS TOTAL	318,460.63	241,881.78	(319,060.75)	241,281.66

IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	675.16	720.64	(675.16)	720.64
Due From Tre-Gunn Rising #3	2.74	17.06	(3.16)	16.64
Due From Tre-Gunn Rising #4	2.13	16.95	(2.58)	16.5
Due from Tre-CO River Water CD	5,573.34	4,304.13	(5,633.63)	4243.84
Due from Tre-Reserve MD2	2,280.29	784.14	(2,280.29)	784.14
Due from Tre-Mt Crested Butte DDA	5,119.10	1,153.31	(5,153.70)	1118.71
Due from Tre-Bostwick Park Water CD	38.31	16.26	(38.31)	16.26
Due from Tre-Crawford Water CD	-	-	-	0
Due from Tre-Crested Butte South MD	3,515.58	4,847.56	(3,594.58)	4768.56
Due from Tre-Mt CB Water/San	10,187.69	9,474.80	(10,380.15)	9282.34
Due from Tre-East River Regional SD	1,568.29	1,046.47	(1,583.59)	1031.17
Due from Tre-Cemetery	3,025.04	1,890.06	(3,048.47)	1866.63
Due from Tre-Gunn Co Metro Rec Dist	10,453.69	8,177.69	(10,572.74)	8058.64
Due from Tre-N Fork Water CD	111.36	118.86	(111.36)	118.86
Due from Tre-Skyland MD	8,273.75	4,520.00	(8,297.48)	4496.27
Due from Tre-Upper Gunn Water CD	19,860.50	15,759.62	(20,092.15)	15527.97
Due from Tre-Crested Butte Fire PD	53,244.54	48,317.05	(54,007.53)	47554.06
Due from Tre-Gunn Co Fire PD	9,462.77	8,551.59	(9,574.61)	8439.75
Due from Tre-Carbondale & Rural Fire PD	3,752.48	1,399.92	(3,757.88)	1394.52
Due from Tre-Ragged Mt Fire PD	856.56	649.66	(856.56)	649.66
Due from Tre-Arrowhead Fire PD	500.68	542.21	(506.29)	536.6
Due From Tre-Library General Fund	22,634.63	17,483.25	(22,879.18)	17238.7
Due From Tre-Reserve MD#2 BOND 2016A	6,787.12	2,538.69	(6,787.12)	2538.69
Due From Tre-North Fork Ambulance Health Service D	1,886.36	1,537.15	(1,887.96)	1535.55
Due From Tre-Reserve MD #2 BOND 2016B	890.05	306.11	(890.05)	306.11
Due From Tre-Reserve MD #2 BOND 2016C	790.64	271.92	(790.64)	271.92
Due From Tre-Crested Butte Fire PD Bond	14,877.08	13,500.26	(15,090.27)	13287.07
Due From Tre-Gunn Co Metro Rec North	11,855.12	10,634.20	(11,993.24)	10496.08
IMPROVEMENT DISTRICTS TOTAL	198,225.00	158,579.56	(200,488.68)	156,315.88
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	451,417.20	659,202.40	(667,689.21)	442,930.39
Due from Tre-Clerk Sales Tax	29.00	63,510.96	(63,539.96)	-
Due from Tre-SOT	-	325,638.79	(325,638.79)	-
Due from Tre-State Auto	-	264,882.72	(264,882.72)	-
Due from Tre-Clerk ST Domestic Abuse	-	1,260.00	(1,260.00)	-
Due from Tre-Clerk State Registrar	-	189.00	(189.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	922.00	(922.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	-	-	-	-
Due from Tre-Investment Interest	-	-	-	-
Due from Tre-Treas Deed	3,940.14	-	-	3,940.14
Due from Tre-Unused Remittances	118.64	-	-	118.64
Due from Tre-Elected Official Fees Clrg	30,875.06	83,372.16	(85,640.11)	28,607.11
Due from Tre-GV Regional Housing Authority	-	0	0	0
Due From Tre- Somerset Domestic WD	-	8374.27	-837.43	7536.84
MISC CONTROL TOTAL	486,380.04	1,407,352.30	(1,410,599.22)	483,133.12
GRAND TOTALS	50,872,399.41	23,540,475.40	(22,728,105.74)	51,684,769.07

TO THE HONORABLE LAURA PUCKETT DANIELS , 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 October 2025

Teresa Brown

Teresa Brown
Gunnison County Treasurer

DATE: 11/10/2025

Laura Puckett Daniels
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer						
Monthly Investment Report						
OCT 2025						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	61,106.57			Cash	
BMO	1101	1,159,350.89	0.00%		Chkg	
BMO CC	1103	497,824.30	0.00%		Chkg	
BMO MM	1104	3,070,770.70	3.13%		MM	
Wells Fargo Warrant Clearing	1145	1,648,562.55	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	14,209,777.45	0.00%		Chkg	
Colotrufst Plus	1118	728,972.81	4.37%		Pool	
C-Safe	1121	2,083,635.88	4.41%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	588,618.62	1.98%			
TOTAL CASH AND CHECKING		24,202,781.45		46.83%		
INVESTMENTS						
United Fidelity Bank GA56	1189	249,467.33	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	249,287.50	4.85%		CD	3/29/27
Ally Bank GM42	1191	246,162.28	5.05%		CD	3/23/26
FHLB ATB55	1204	501,062.00	4.00%		AG	9/29/26
FHLMC GXN91	1207	704,711.65	4.00%		AG	8/24/27
Discover Bank 3N361	1209	244,437.72	3.45%		CD	7/29/26
US Treasury CCF68	1210	491,375.00	0.75%		T	5/31/26
Capital One Bank USA HF75	1213	244,483.05	3.45%		CD	6/29/27
American Express AD582	1214	244,287.05	3.40%		CD	6/29/27
FHLB ARUR0	1217	496,422.00	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	494,540.00	0.50%		T	2/28/26
FHLB ARC388	1220	588,105.60	2.30%		AG	3/29/27
US Treasury 8Z781	1222	486,700.00	1.50%		T	1/31/27
FHLBB AQFB4	1223	498,479.00	1.00%		AG	12/30/25
FHLB APLK9	1225	487,719.50	1.28%		AG	10/28/26
FHLB APH40	1226	486,909.00	1.06%		AG	10/21/26
FHLB ANG95	1227	489,778.50	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	238,443.55	0.85%		cd	9/30/26
FHLB ANJK7	1229	976,530.00	0.875%		AG	8/25/26
FHLB AMTZ5	1231	349,232.45	0.75%		AG	11/28/25
FHLB AMJN3	1234	492,117.00	1.03%		AG	5/26/26
FHLB AMDY5	1235	492,249.00	1.00%		AG	5/20/26
FHLB AMDV1	1236	492,664.50	1.05%		AG	5/12/26
FHLB ALW67	1238	493,537.50	1.10%		AG	4/22/26
FHLB ALV68	1240	494,300.00	1.03%		AG	3/30/26
FHLB ALMM3	1242	494,240.00	1.00%		AG	3/30/26
FHLB AKWS1	1243	495,165.00	0.53%		AG	2/17/26
FHLB ALA53	1244	494,908.00	0.60%		AG	2/25/26
FFCB EMJT0	1245	488,330.08	0.60%		AG	12/9/25
FAMC 2B3F5	1246	299,514.60	0.60%		AG	11/20/25
FHLMC GXAP9	1248	499,571.50	0.60%		AG	11/12/25
Gunnison Savings and Loan 8721	1334	500,000.00	2.84%		CD	2/14/28
Redstone Bank	1449	261,590.53	4.07%		CD	4/20/2026
Morgan Stanley DGT9	1489	253,157.15	5.05%		CD	11/8/28
FHLB 1AC1	1496	604,118.40	5.30%		AG	5/1/29
FNMA GAUJ8	1499	284,147.28	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	498,146.50	4.00%		AG	9/13/29
FHLB B33X9	1502	CALLED				
FHLMC HAQR7	1504	CALLED				
First National Bank Oxford	1507	245,134.26	4.40%		CD	12/11/29
Truist Bank	1508	245,020.82	4.50%		CD	12/19/29
FHLB B5PR3	1511	501,597.50	4.30%		AG	3/25/30
FHLMC HBLR0	1512	494,868.00	4.13%		AG	4/29/30
FHLB B5ZD3	1513	CALLED				
FHLB B5ZF8	1514	CALLED				
FNMA GAH77	1515	500,422.00	4.32%		AG	11/15/28
Morgan Stanley Private BAnk	1516	249,091.99	4.25%		CD	6/12/28
Valley National Bank	1517	248,485.12	4.15%		CD	6/12/28
FHLB B6NA0	1518	500,908.00	4.25%		AG	6/5/28
FHLB B6PF7	1519	255,220.83	4.20%		AG	6/17/30
FFCB ETNA1	1520	500,993.00	4.50%		AG	6/7/28
FFCB ETGU52	1521	250,198.50	4.52%		AG	5/14/30
FHLB B6E85	1522	1,002,709.00	4.09%		AG	5/22/30
FFCB ETPM3	1523	500,518.00	4.44%		AG	7/14/28
FHLB B76A7	1524	500,427.00	4.30%		AG	9/21/28
FFCB ETYP0	1525	499,830.50	4.49%		AG	5/20/30
FFCB ETUC9	1526	249,967.25	4.07%		AG	8/21/28
FFCB ETXY8	1527	497,472.50	4.00%		AG	9/16/30
FNMA GARW1	1528	496,725.00	4.02%		AG	9/12/30
FFCB ETB63	1529	498,414.00	4.21%		AG	10/2/30
FFCB ETZA8	1530	498,246.50	3.95%		AG	9/25/28
FNMA GATN9	1531	349,004.95	4.00%		AG	3/16/29
FHLB B7X90	1532	498,783.00	4.15%		AG	10/8/30
FHLB B8DA7	1534	997,091.00	3.83%		AG	10/23/29
FHLB B8CG5	1535	497,358.00	4.02%		AG	10/15/30
TOTAL INVESTMENTS		27,484,376.94		53.17%		
Cash per Treasurer's Ledger		51,687,158.39		100.00%		
Plus Pending Disbursements		(2,389.32)				
Total Due to All Funds		51,684,769.07				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2026 Gunnison County Budget

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Staff is submitting a final draft of the proposed 2026 budget, incorporating all discussions and edits discussed in work sessions for BOCC final review prior to December public budget meeting

Fiscal Impact:

Submitted by: Melissa LaMonica

Submitter's Email Address: mlamonica@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 11/13/2025

County Attorney Review:

☐ Required

☒ Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/13/2025

☐ Consent Agenda ☐ Regular Agenda ☐ Worksession

Time Allotted: 60 minutes

Agenda Date: 11/18/2025



PROPOSED 2026 BUDGET

TO: Board of County Commissioners

From: Melissa LaMonica, Chief Financial Officer

DATE: November 18, 2025

SUBJECT: 2026 Staff Budget - PROPOSED

2026 Proposed Budget highlights

Overview:

- Personnel expenditures include cost of living adjustment to all employees of 2.5%.
- Health Insurance premiums for 2026 increased by 25%, however adjusting premium differential between high deductible and traditional plan, along with adjusting employer contributions, we were able to cover a large portion of the increase and maintain a healthy fund balance.
- Tax and grant revenues are projected conservatively for 2026.
- The Housing Authority Fund includes operating results from all county housing projects except the Mountain View project, which is in a separate [Senior Housing] fund. Sawtooth Phase II is completed and leased up, and construction is underway for Whetstone, which is expected to be completed in 2027 with a phased-approach lease-up starting early spring 2027.

Revenues:

- 2026 Tax revenues are conservatively budgeted with Sales Tax projected flat over 2025 Projection and a 4% increase in Property Taxes projected. Further analysis of statutory increase and assessed values will be conducted for final budget.
- Severance tax revenue was budgeted for \$1m in 2025 with 750k in Road & Bridge, and \$250k in the General Fund and recently came in at only \$65k; therefore, it is budgeted at \$0 due to the unpredictability.
- Licenses and permits revenues are also projected conservatively to decrease over 2025.
- Investment income is showing a significant increase due to the Capitalized Investment Fund with hilltop that is drawing from the bond proceeds for debt service. Debt service payments will begin in 2025 and will continue according to the debt service schedule.
- Financing Proceeds is largely attributed to the Housing Fund for the Whetstone construction draws.
- The approx. \$8m+ increase in Intergovernmental Grants is largely attributed to Whetstone, the Corridor Plan, and multiple Airport projects. Details on CIP plan and individual fund/department detail.
- Increase in charges for service is attributed to the transfer of property management services on county properties to the Gunnison County Housing Authority in addition to conducting property management for non-county properties.
- Decreased budgeted grant revenue projections for the Public Health fund due to uncertainty of the grants applied for.

Expenditures:

- Capital projects for 2026, excluding Housing Authority and RTA are projected to be \$14m, with \$9.5m of grant funding allocated to the projects.
- An additional \$9.4m of project planning for the Airport projects and the Corridor Plan in Operating Expenses; \$8.2m grant funded.
- Housing Authority Personnel Expenses increased \$634k with the anticipated hiring of staff with assumed programming of GVRHA.

PROPOSED 2026 BUDGET

GUNNISON COUNTY SUMMARY OF COUNTY RESOURCES

	2025	2025	2026	Housing		2026
	Revised Budget	Projected	Draft Budget	Authority	RTA	Draft Budget w/o Housing & RTA
REVENUES						
Taxes	\$ 30,249,484	\$ 30,446,762	\$ 31,000,333	\$ -	\$ 6,622,000	\$ 24,378,333
Licenses & Permits	1,461,720	1,712,846	1,508,450	-	-	1,508,450
Intergovernmental & Grants	36,072,706	32,577,687	41,217,597	2,000,000	5,060,032	34,157,565
Charges for Services	8,050,285	7,805,275	8,781,295	1,318,020	123,600	7,339,675
Contributions	606,043	538,560	766,999	-	-	766,999
Fines & Forfeitures	155,775	114,419	115,100	-	2,000	113,100
Investment Income	727,695	4,918,840	7,347,194	6,034,694	100,000	1,212,500
Interfund Transfers & Other	18,696,733	21,202,248	19,179,595	945,500	-	18,234,095
Financing Proceeds	29,881,135	34,779,817	46,962,031	46,962,031	-	-
Total Revenues	\$ 125,901,576	\$ 134,096,453	\$ 156,878,593	\$ 57,260,245	\$ 11,907,632	\$ 87,710,716
EXPENDITURES						
Personnel	26,091,534	23,746,732	27,503,673	751,184	-	26,752,490
Operations	50,350,772	54,363,283	66,868,409	7,051,788	6,659,961	53,156,661
Capital	64,810,162	58,748,966	69,275,616	48,970,554	6,262,542	14,042,520
Total Expenditures	\$ 141,252,468	\$ 136,858,981	\$ 163,647,699	\$ 56,773,526	\$ 12,922,503	\$ 93,951,670
Excess Revenues/(Expenditures)	\$ (15,350,892)	\$ (2,762,527)	\$ (6,769,106)	\$ 486,719	\$ (1,014,871)	\$ (6,240,954)

Note: does not include GVH (Hospital)

PROPOSED 2026 BUDGET

GUNNISON COUNTY SUMMARY - 2026 BUDGET BY TYPE OF FUND GOVERNMENTAL FUNDS

Special Revenue Funds (Restricted Revenues)													
REVENUES	General Fund	Road & Bridge	Health & Human Svcs	Sales Tax	Capital Expenditure	Public Health	Conservation Trust	Mosquito Control	Land Preservation	Sage Grouse	Risk Management	Housing Authority	Local Marketing Dist
Taxes	\$ 14,760,233	\$ 260,000	\$ 461,100	\$ 4,912,000	\$ -	\$ -	\$ -	\$ 75,000	\$ 910,000	\$ -	\$ -	\$ -	\$ 3,000,000
Licenses & Permits	1,461,450	47,000	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental & Grants	2,409,930	13,142,581	6,002,313	-	-	1,948,214	45,000	18,860	-	-	-	2,000,000	-
Charges for Services	1,342,415	20,000	-	-	-	111,900	-	-	-	100,000	-	1,318,020	-
Contributions	485,771	-	1,000	-	150,000	130,228	-	-	-	-	-	-	-
Fines & Forfeitures	92,000	-	-	8,000	-	-	-	-	-	-	-	-	7,000
Investment Income	410,000	130,000	23,000	231,000	-	-	10,000	2,500	60,000	15,000	-	6,034,694	50,000
Interfund Transfers & Other	3,119,755	1,186,635	2,500	-	2,092,000	790,662	-	-	-	-	100,000	945,500	-
Financing Proceeds	-	-	-	-	-	-	-	-	-	-	-	46,962,031	-
Total Revenues	\$ 24,081,554	\$ 14,786,216	\$ 6,489,913	\$ 5,151,000	\$ 2,242,000	\$ 2,981,005	\$ 55,000	\$ 96,360	\$ 970,000	\$ 115,000	\$ 100,000	\$ 57,260,245	\$ 3,057,000
EXPENDITURES													
Personnel	\$ 15,717,036	\$ 3,017,432	\$ 2,312,810	\$ -	\$ -	\$ 1,851,349	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 751,184	\$ -
Operations	10,883,835	2,739,575	4,238,031	5,476,964	-	1,129,656	55,000	113,914	615,000	112,000	100,600	7,051,788	3,716,730
Capital	-	9,500,000	-	-	2,242,000	-	-	-	-	-	-	48,970,554	-
Total Expenditures	\$ 26,600,871	\$ 15,257,007	\$ 6,550,840	\$ 5,476,964	\$ 2,242,000	\$ 2,981,005	\$ 55,000	\$ 113,914	\$ 615,000	\$ 112,000	\$ 100,600	\$ 56,773,526	\$ 3,716,730
Excess Revenues/ (Expenditures)	\$ (2,519,317)	\$ (470,791)	\$ (60,927)	\$ (325,964)	\$ -	\$ -	\$ -	\$ (17,554)	\$ 355,000	\$ 3,000	\$ (600)	\$ 486,719	\$ (659,730)
Projected Beginning Fund Balance 2026	14,446,017	5,801,165	407,921	5,643,732	206,125	(0)	80,985	23,982	1,724,792	348,072	13,587	(6,073,921)	2,089,156
Projected Ending Fund Balance 2026	\$ 11,926,700	\$ 5,330,374	\$ 346,994	\$ 5,317,768	\$ 206,125	\$ (0)	\$ 80,985	\$ 6,428	\$ 2,079,792	\$ 351,072	\$ 12,987	\$ (5,587,201)	\$ 1,429,426



PROPOSED 2026 BUDGET

GUNNISON COUNTY SUMMARY - 2025 BUDGET BY TYPE OF FUND PROPRIETARY & OTHER FUNDS

	Business-Type Funds					Internal Service Funds			Debt	Fiduciary	Affiliated Unit
	Airport	Sewer	Water	Solid Waste	Mt View	ISF I Fleet	ISF II Technology	ISF III Self Insurance	Debt Service	Public Trust	RTA
REVENUES											
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,622,000
Licenses & Permits	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental & Grants	10,111,491	320,175	-	-	159,000	-	-	-	-	-	5,060,032
Charges for Services	2,314,861	1,248,070	478,180	1,520,000	139,000	2,000	250	-	-	63,000	123,600
Contributions	-	-	-	-	-	-	-	-	-	-	-
Fines & Forfeitures	-	6,100	-	-	-	-	-	-	-	-	2,000
Investment Income	10,000	50,000	40,000	90,000	6,000	5,000	-	60,000	20,000	-	100,000
Interfund Transfers & Other	3,400	-	81,255	126,540	-	2,485,500	1,245,887	4,652,146	2,276,814	71,000	-
Financing Proceeds	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 12,439,752	\$ 1,624,345	\$ 599,435	\$ 1,736,540	\$ 304,000	\$ 2,492,500	\$ 1,246,137	\$ 4,712,146	\$ 2,296,814	\$ 134,000	\$ 11,907,632
EXPENDITURES											
Personnel	\$ 1,262,549	\$ 93,022	\$ 140,892	\$ 781,373	\$ 42,505	\$ 849,975	\$ 643,416	\$ 25,000	\$ -	\$ 15,130	\$ -
Operations	12,260,441	1,464,129	283,196	1,015,895	222,708	1,606,636	548,363	4,251,819	2,276,814	45,355	6,659,961
Capital	108,500	512,020	190,000	60,000	-	1,430,000	-	-	-	-	6,262,542
Total Expenditures	\$ 13,631,490	\$ 2,069,171	\$ 614,089	\$ 1,857,268	\$ 265,213	\$ 3,886,611	\$ 1,191,780	\$ 4,276,819	\$ 2,276,814	\$ 60,485	\$ 12,922,503
Excess Revenues/ (Expenditures)	\$ (1,191,738)	\$ (444,826)	\$ (14,654)	\$ (120,728)	\$ 38,787	\$ (1,394,111)	\$ 54,358	\$ 435,327	\$ 20,000	\$ 73,515	\$ (1,014,871)
Projected Beginning Fund Balance 2026	9,246,889	492,022	753,553	2,010,630	182,930	1,571,558	188,643	2,936,155	851,289	(17,612)	5,753,850
Projected Ending Fund Balance 2026	\$ 8,055,151	\$ 47,196	\$ 738,900	\$ 1,889,901	\$ 221,718	\$ 177,446	\$ 243,001	\$ 3,371,482	\$ 871,289	\$ 55,903	\$ 4,738,979

PROPOSED 2026 BUDGET



CAPITAL IMPROVEMENT PLAN SUMMARY by FUND
2026 Capital Expenditures

Department	Description	Priority	Proj	Requested Amount	General Fund	Sales Tax	R&B (02)	Airport Operations (10)	Wastewater (50)	Water (51)	Solid Waste (52)	Housing Authority (70)	ISF I (80)	ISF II (82)	Grants	Financing	Other	Totals	Notes
GENERAL FUND																			
FACILITIES 43				1,132,000															
Blackstock	Interior floors-Carpet	Ne	58210	G8201	295,000	295,000												295,000	
Blackstock	Workstations and chairs_replacemen	Ne	58220	G8201	180,000	180,000												180,000	
Maint Shop	Mechanical - Heat Pump	Ne	58210	G8202	12,000													12,000	
HHS Bldg	Re-model public restrooms	Ne	58210	G8203	75,000	75,000												75,000	
Zugelder	Mechanical - Heat pumps	Ne	58210	G8204	25,000													25,000	
Zugelder	Roof replace w/ shingle	Ne	58210	G8204	95,000	95,000												95,000	
Public Works D-1	Emergency Back-up Generator	Ne	58210	G8205	150,000	150,000												150,000	
Marble Shop	Roof and Mecahnical system renovatic	Ne	58210	G8205	300,000	300,000												300,000	
FAIRGROUNDS 43				215,000															
Multipurpose Bldg	Roof - sloped metal structural SS	Ne	58210	G8210	150,000	150,000												150,000	
Grounds	Playground	Ne	58310	G8210	50,000										150,000			200,000	
Equipment	New arena drag	Ne	58420	G8210	15,000	15,000												15,000	
SHERIFF				500,000															
Impound	Physical Impound Evidence Bldg	De	58210	G8230	500,000	500,000											-	500,000	
CORONER				5,000															
Equip	Stretcher	Ne	58420	G8240	5,000	5,000											-	5,000	
PUBLIC WORKS TRAIL 01				240,000															
	Whitewater Park F2 Engineering	Ne	58540	G8260	200,000	200,000												200,000	
	Pedestrian Bridge Inspections (5)	De	58540	G8261	40,000	40,000											-	40,000	
TOTAL GENERAL FUND						- 2,092,000	-	-	-	-			-	-	150,000	-		- 2,242,000	
ROAD & BRIDGE 02					2,621,000														
Brush Creek	Brush Creek Intersection	Ne			2,621,000	1,000,000	1,621,000								6,879,000			9,500,000	
TOTAL ROAD & BRIDGE FUND						- 1,000,000	1,621,000	-	-	-	-	-	-	-	6,879,000	-		- 9,500,000	
ENTERPRISE FUNDS																			
AIRPORT 10				108,500															
Consulting	Airport Masterplan Study	Ne			-				-								-	1,441,733 in Other Prof Svcs/ \$1,405,689 Grants	
Consulting	Air Service Consulting Services	Ne			-				-								-	\$45k in Consulting / not CIP	
Equipment	Ranger or Rhino	Ne			32,500			32,500										32,500	
ARFF	Airpacks, Bunkergear, Masks	Ne			76,000			76,000										76,000	
Airfield	Airfield Pavement Maint	Ur			-			-									-	\$849,781 in Engineering/ \$764802 Grants	
Airside	GA Ramp Reconstruction - Schedules I	Ne																\$8,783,872 Total Proj / \$7,800,000 grant in Other Prof S	
TOTAL AIRPORT FUND						-	-	108,500	-	-	-	-	-	-	-	-	-	- 108,500	
WASTEWATER 50					191,845													2,230	
Dos Rios Div	Manhole Rehab	Df			10,000				10,000									10,000	
Dos Rios Div	Pipe Rehab	Df			50,000				50,000									50,000	
North Gunnison Div	Manhole Rehab	De			10,000				10,000									10,000	
North Gunnison Div	Pipe Rehab	De			25,000				25,000									25,000	
North Gunnison Div	Lift Station Pump Replacement	De			10,000				10,000									10,000	
Antelope Hills Div	Lift Station Pump Replacement	Ne			15,000				15,000									15,000	
Tomichi Division	Lift Station Pump Replacement	On			64,845				64,845						320,175			385,020	
Somerset	Wastewater System	On			7,000				7,000									7,000	
TOTAL WASTEWATER FUND						-	-	- 191,845	-	-	-	-	-	-	320,175	-		- 512,020	

PROPOSED 2026 BUDGET

GUNNISON

COUNTY

CAPITAL IMPROVEMENT PLAN SUMMARY by FUND

2026 Capital Expenditures

Department	Description	Priority	Proj	Requested Amount	General Fund	Sales Tax	R&B (02)	Airport Operations (10)	Wastewater (50)	Water (51)	Solid Waste (52)	Housing Authority (70)	ISF I (80)	ISF II (82)	Grants	Financing	Other	Totals	Notes	
WATER 51				190,000																
Building - Treatment Facility	Replace furnace with heat pumps	Df		30,000						30,000								30,000		
Operational Support	MOSCAD Telemetry Replacement	De		17,000						17,000								17,000		
Dos Rios Div DIST.	Fire Hydrant Replacement	Ne		13,000						13,000								13,000		
Dos Rios Div TREAT.	Intake Pumps Replacement	Ur		14,000						14,000								14,000		
Dos Rios Div TREAT.	High Service Pumps Rebuild	Ur		16,000						16,000								16,000		
Dos Rios Div TREAT.	Filter Media Replacement	Ur		100,000						100,000								100,000		
TOTAL WATER FUND					-	-	-	-	-	190,000	-	-	-	-	-	-	-	-	190,000	
SOLID WASTE 52				60,000																
Recycle Center	Recycle Crusher Units	Ne		60,000							60,000							60,000		
Landfill	Landfill Dozer	Ur		-						-						660,000		660,000	CAT Financing	
Landfill	Landfill Compactor	Ur		-						-						654,702		654,702	CAT Financing	
TOTAL SOLID WASTE FUND					-	-	-	-	-	-	60,000	-	-	-	-	-	1,314,702	-	1,374,702	
HOUSING AUTHORITY 70				30,000																
Whetstone	Construction	On	X	-												46,940,554		46,940,554	TAHG, PEG, HEEHA	
Whetstone	Construction	On	X	-											2,000,000			2,000,000		
Sawtooth I	Upgrade Landscaping	De		30,000							30,000							30,000		
TOTAL HOUSING AUTHORITY FUND					-	-	-	-	-	-	30,000	-	-	-	-	2,000,000	46,940,554	-	48,970,554	
INTERNAL SERVICE FUNDS																				
FLEET 80				430,000																
	Fleet Road & Bridge 80	Ne		140,000									140,000				-	140,000		
	Fleet Motor Pool 80	Ne		110,000									110,000				-	110,000		
	Fleet Sheriff 80	Ur		180,000									180,000				-	180,000		
	Fleet Pub Works 80	Ne / Ur		1,000,000									1,000,000				-	1,000,000		
TOTAL ISF I (FLEET) FUND					-	-	-	-	-	-	-	-	1,430,000	-	-	-	-	-	1,430,000	
IT 82				-																
TOTAL ISF II (IT) FUND					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL 2026 CAPITAL IMPROVEMENT PLAN				5,718,345	-	3,092,000	1,621,000	108,500	191,845	190,000	60,000	30,000	1,430,000	-	9,349,175	48,255,256	-	64,327,776		
																		RTA Capital Not in CIP Plan	6,262,542	
																		CAT Financed Landfill Equip	1,314,702	
																		Total CIP to tie to Budget	69,275,616	

Priority

Df: Deferrable

De: Desirable

Ne: Necessary

Ur: Urgent

On: Ongoing currently

PROPOSED 2026 BUDGET



GENERAL FUND Summary of Fund Resources

	2025	2025	2026
	Revised Budget	Projected	Draft Budget
<u>REVENUES</u>			
Taxes	\$ 14,598,444	\$ 14,187,000	\$ 14,760,233
Licenses & Permits	1,435,720	1,665,846	1,461,450
Intergovernmental & Grants	3,600,713	2,785,168	2,409,930
Charges for Services	1,302,788	1,334,852	1,342,415
Contributions	440,835	411,967	485,771
Fines & Forfeitures	137,000	89,997	92,000
Investment Income	410,000	430,000	410,000
Interfund Transfers & Other	3,917,413	3,203,227	3,119,755
Financing Proceeds	-	-	-
Total Revenues	\$ 25,842,913	\$ 24,108,057	\$ 24,081,554
<u>EXPENDITURES</u>			
Personnel	\$ 15,316,724	\$ 13,762,152	\$ 15,717,036
Operations	12,496,542	13,930,182	10,883,835
Capital	2,024,695	1,822,597	-
Total Expenditures	\$ 29,837,961	\$ 29,514,931	\$ 26,600,871
Excess Revenues/(Expenditures)	\$ (3,995,047)	\$ (5,406,873)	\$ (2,519,317)
<u>Available Fund Balance</u>			
Per Audit Report - Dec 31, 2024*	19,852,890	19,852,890	14,446,017
Net Fund Balance	15,857,843	14,446,017	11,926,700
Ending Fund Balance % of Total Expenditures	44.84%		
The BOCC's policy sets a minimum ending fund balance must equal at least 25% of the current year's expenditures.			
The fund balance does not include the \$5 million note receivable from The Housing Authority			

PROPOSED 2026 BUDGET



ROAD & BRIDGE FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ 300,000	\$ 275,000	\$ 260,000
Licenses & Permits	26,000	47,000	47,000
Intergovernmental & Grants	6,189,017	6,017,935	13,142,581
Charges for Services	48,000	79,800	20,000
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	10,000	130,000	130,000
Interfund Transfers & Other	660,550	64,800	1,186,635
Financing Proceeds	-	-	-
Total Revenues	\$ 7,233,567	\$ 6,614,535	\$ 14,786,216
<u>EXPENDITURES</u>			
Personnel	\$ 2,652,109	\$ 2,377,192	\$ 3,017,432
Operations	3,302,796	2,409,267	2,739,575
Capital	965,000	371,061	9,500,000
Total Expenditures	\$ 6,919,905	\$ 5,157,520	\$ 15,257,007
Excess Revenues/(Expenditures)	\$ 313,662	\$ 1,457,015	\$ (470,791)
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	4,344,150	4,344,150	5,801,165
Net Fund Balance	4,657,812	5,801,165	5,330,374
Ending Fund Balance % of Total Expenditures			34.94%

Brush Creek Project in Capital - \$6.879m in grants, \$1m trsfr from Sales tax / balance from fund balance
 HUTF 2025 year-to-date distributions total \$2,840,633 through September.
 This amount includes \$88,640 in retail delivery fees and a FASTER distribution of \$565,930,
 which is included within the overall HUTF payments.

PROPOSED 2026 BUDGET



HUMAN SERVICES FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ 440,870	\$ 445,335	\$ 461,100
Licenses & Permits	-	-	-
Intergovernmental & Grants	5,991,064	5,922,109	6,002,313
Charges for Services	1,000	200	-
Contributions	40,027	40,027	1,000
Fines & Forfeitures	-	-	-
Investment Income	8,000	21,026	23,000
Interfund Transfers & Other	100	2,454	2,500
Financing Proceeds	-	-	-
Total Revenues	\$ 6,481,061	\$ 6,431,151	\$ 6,489,913
<u>EXPENDITURES</u>			
Personnel	\$ 2,309,367	\$ 2,202,312	\$ 2,312,810
Operations	4,303,509	4,377,508	4,238,031
Capital	-	-	-
Total Expenditures	\$ 6,612,876	\$ 6,579,820	\$ 6,550,840
Excess Revenues/(Expenditures)	\$ (131,815)	\$ (148,669)	\$ (60,927)
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	556,590	556,590	407,921
Net Fund Balance	424,775	407,921	346,994
Ending Fund Balance % of Total Expenditures			5.30%

PROPOSED 2026 BUDGET



PUBLIC HEALTH AGENCY FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	1,928,492	1,903,952	1,948,214
Charges for Services	126,500	139,210	111,900
Contributions	125,181	86,566	130,228
Fines & Forfeitures	-	-	-
Investment Income	-	2,200	-
Interfund Transfers & Other	261,493	365,299	790,662
Financing Proceeds	-	-	-
Total Revenues	\$ 2,441,666	\$ 2,497,227	\$ 2,981,005
<u>EXPENDITURES</u>			
Personnel	\$ 1,794,241	\$ 1,744,322	\$ 1,851,349
Operations	847,700	826,165	1,129,656
Capital	-	-	-
Total Expenditures	\$ 2,641,941	\$ 2,570,487	\$ 2,981,005
Excess Revenues/(Expenditures)	\$ (200,275)	\$ (73,260)	\$ -
<u>Available Fund Balance</u>			
Per Audit Report - Dec 31, 2024	73,260	73,260	(0)
Net Fund Balance	(127,015)	(0)	(0)
Ending Fund Balance % of Total Expenditures			0.00%

cudes general fund transfer of \$739,162 Note: The transfer amount was previously \$747,452; this update reflects the addition of an extra grant.
The 2026 budget also includes health insurance (fringe benefit) adjustments and increased IT fees.

PROPOSED 2026 BUDGET



CAPITAL EXPENDITURES FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	88,445	88,445	-
Charges for Services	-	-	-
Contributions	-	-	150,000
Fines & Forfeitures	-	-	-
Investment Income	-	1,500	-
Interfund Transfers & Other	1,414,000	688,800	2,092,000
Financing Proceeds	-	-	-
Total Revenues	\$ 1,502,445	\$ 778,745	\$ 2,242,000
<u>EXPENDITURES</u>			
Personnel	\$ -	\$ -	\$ -
Operations	-	-	-
Capital	2,008,270	672,335	2,242,000
Total Expenditures	\$ 2,008,270	\$ 672,335	\$ 2,242,000
Excess Revenues/(Expenditures)	\$ (505,825)	\$ 106,410	\$ -
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	99,715	99,715	206,125
Net Fund Balance	(406,110)	206,125	206,125
Ending Fund Balance % of Total Expenditures			9.19%

General Fund Capital tracked here with transfer from sales tax fund.

PROPOSED 2026 BUDGET



CONSERVATION TRUST FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	79,000	54,000	45,000
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	3,000	10,000	10,000
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
Total Revenues	\$ 82,000	\$ 64,000	\$ 55,000
<u>EXPENDITURES</u>			
Personnel	\$ -	\$ -	\$ -
Operations	82,000	64,000	55,000
Capital	-	-	-
Total Expenditures	\$ 82,000	\$ 64,000	\$ 55,000
Excess Revenues/(Expenditures)	\$ -	\$ -	\$ -
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	80,985	80,985	80,985
Net Fund Balance	80,985	80,985	80,985
Ending Fund Balance % of Total Expenditures			147.25%

PROPOSED 2026 BUDGET



SALES TAX FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ 4,460,000	\$ 4,911,540	\$ 4,912,000
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	7,000	8,000	8,000
Investment Income	60,000	231,352	231,000
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
Total Revenues	\$ 4,527,000	\$ 5,150,892	\$ 5,151,000
<u>EXPENDITURES</u>			
Personnel	\$ -	\$ -	\$ -
Operations	4,496,033	4,948,915	5,476,964
Capital	-	-	-
Total Expenditures	\$ 4,496,033	\$ 4,948,915	\$ 5,476,964
Excess Revenues/(Expenditures)	\$ 30,967	\$ 201,977	\$ (325,964)
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	5,441,755	5,441,755	5,643,732
Net Fund Balance	5,472,722	5,643,732	5,317,768
Ending Fund Balance % of Total Expenditures			97.09%

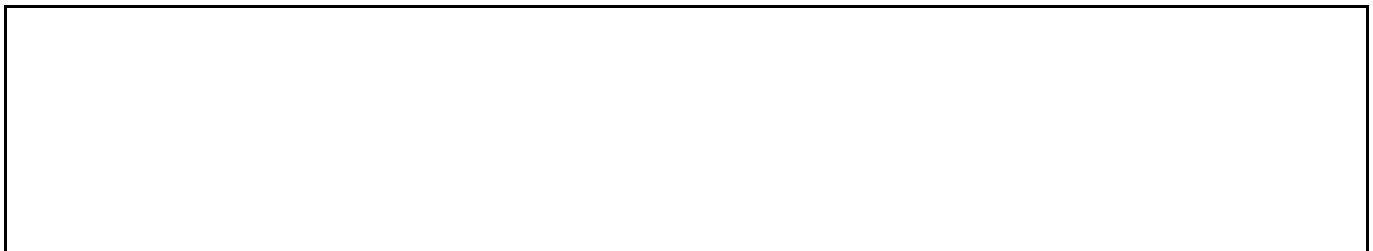
Sales Tax projected conservatively flat over 2025 projection.

PROPOSED 2026 BUDGET



LAND PRESERVATION FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ 650,000	\$ 910,000	\$ 910,000
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	50,000	67,560	60,000
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
Total Revenues	\$ 700,000	\$ 977,560	\$ 970,000
<u>EXPENDITURES</u>			
Personnel	\$ -	\$ -	\$ -
Operations	1,386,222	1,391,086	615,000
Capital	-	-	-
Total Expenditures	\$ 1,386,222	\$ 1,391,086	\$ 615,000
Excess Revenues/(Expenditures)	\$ (686,222)	\$ (413,526)	\$ 355,000
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	2,138,318	2,138,318	1,724,792
Net Fund Balance	1,452,096	1,724,792	2,079,792
Ending Fund Balance % of Total Expenditures			338.18%

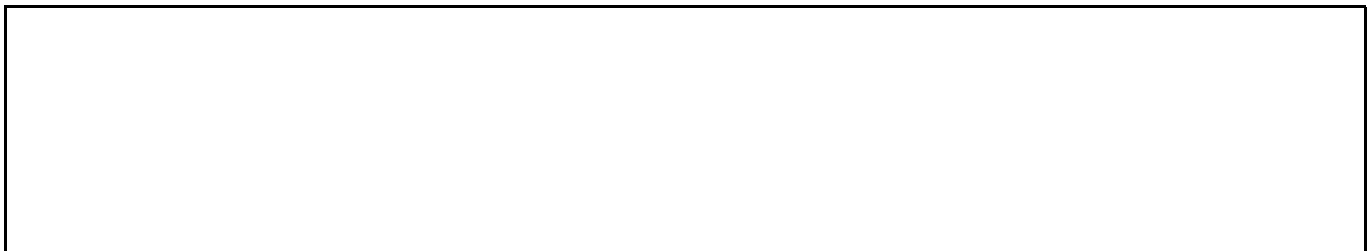


PROPOSED 2026 BUDGET



MOSQUITO CONTROL FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ 74,170	\$ 75,587	\$ 75,000
Licenses & Permits	-	-	-
Intergovernmental & Grants	18,860	18,860	18,860
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	320	2,500	2,500
Interfund Transfers & Other	18,860	18,860	-
Financing Proceeds	-	-	-
Total Revenues	\$ 112,210	\$ 115,807	\$ 96,360
<u>EXPENDITURES</u>			
Personnel	\$ -	\$ -	\$ -
Operations	113,160	115,807	113,914
Capital	-	-	-
Total Expenditures	\$ 113,160	\$ 115,807	\$ 113,914
Excess Revenues/(Expenditures)	\$ (950)	\$ -	\$ (17,554)
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	23,982	23,982	23,982
Net Fund Balance	23,032	23,982	6,428
Ending Fund Balance % of Total Expenditures			5.64%



PROPOSED 2026 BUDGET



SAGE GROUSE TRUST FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	76,710	76,710	100,000
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	10,000	15,000
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
Total Revenues	\$ 76,710	\$ 86,710	\$ 115,000
<u>EXPENDITURES</u>			
Personnel	\$ -	\$ -	\$ -
Operations	127,000	127,031	112,000
Capital	-	-	-
Total Expenditures	\$ 127,000	\$ 127,031	\$ 112,000
Excess Revenues/(Expenditures)	\$ (50,290)	\$ (40,321)	\$ 3,000
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	388,393	388,393	348,072
Net Fund Balance	338,103	348,072	351,072
Ending Fund Balance % of Total Expenditures			313.46%

PROPOSED 2026 BUDGET



RISK MANAGEMENT FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	100,000	100,000	100,000
Financing Proceeds	-	-	-
Total Revenues	\$ 100,000	\$ 100,000	\$ 100,000
<u>EXPENDITURES</u>			
Personnel	\$ -	\$ -	\$ -
Operations	100,600	100,600	100,600
Capital	-	-	-
Total Expenditures	\$ 100,600	\$ 100,600	\$ 100,600
Excess Revenues/(Expenditures)	\$ (600)	\$ (600)	\$ (600)
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	14,187	14,187	13,587
Net Fund Balance	13,587	13,587	12,987
Ending Fund Balance % of Total Expenditures			12.91%

PROPOSED 2026 BUDGET



GUNNISON COUNTY HOUSING AUTHORITY FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	12,571,791	12,571,791	2,000,000
Charges for Services	924,190	560,978	1,318,020
Contributions	-	-	-
Fines & Forfeitures	-	400	-
Investment Income	700	3,443,534	6,034,694
Interfund Transfers & Other	3,245,500	5,300,789	945,500
Financing Proceeds	29,881,135	34,779,817	46,962,031
Total Revenues	\$ 46,623,316	\$ 56,657,310	\$ 57,260,245
<u>EXPENDITURES</u>			
Personnel	\$ 108,040	\$ 107,930	\$ 751,184
Operations	265,052	4,022,033	7,051,788
Capital	49,087,508	48,521,623	48,970,554
Total Expenditures	\$ 49,460,600	\$ 52,651,586	\$ 56,773,526
Excess Revenues/(Expenditures)	\$ (2,837,284)	\$ 4,005,724	\$ 486,719
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	(10,079,645)	(10,079,645)	(6,073,921)
Net Fund Balance w/o NP	(12,916,929)	(6,073,921)	(5,587,201)
Ending Fund Balance % of Total Expenditures			-9.84%
<i>Fund balance includes a \$5 million liability representing a note payable to the Gunnison County General Fund.</i>			

2024 Audited Fund balance includes \$5m Note Payable to General Fund, a \$2.5m transfer from general fund made in the wrong direction corrected in 2025 projection and \$1.4m accrual reversed in 2025.

2026 budget includes Property Management Revenue / Previous IGA /New staffing for GCHA
\$250k Transfer from LMD

PROPOSED 2026 BUDGET



MARKETING DISTRICT FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ 3,400,000	\$ 3,200,000	\$ 3,000,000
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	6,500	7,000	7,000
Investment Income	20,000	50,000	50,000
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
Total Revenues	\$ 3,426,500	\$ 3,257,000	\$ 3,057,000
<u>EXPENDITURES</u>			
Personnel	\$ -	\$ -	\$ -
Operations	4,019,479	3,516,965	3,716,730
Capital	-	-	-
Total Expenditures	\$ 4,019,479	\$ 3,516,965	\$ 3,716,730
Excess Revenues/(Expenditures)	\$ (592,979)	\$ (259,965)	\$ (659,730)
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	2,349,121	2,349,121	2,089,156
Net Fund Balance	1,756,142	2,089,156	1,429,426
Ending Fund Balance % of Total Expenditures			38.46%

PROPOSED 2026 BUDGET



TRANSPORTATION AUTHORITY (RTA) FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ 6,326,000	\$ 6,442,300	\$ 6,622,000
Licenses & Permits	-	-	-
Intergovernmental & Grants	2,883,108	367,008	5,060,032
Charges for Services	97,000	119,400	123,600
Contributions	-	-	-
Fines & Forfeitures	2,000	2,500	2,000
Investment Income	80,000	180,000	100,000
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
Total Revenues	\$ 9,388,108	\$ 7,111,208	\$ 11,907,632
<u>EXPENDITURES</u>			
Personnel	\$ -	\$ -	\$ -
Operations	6,302,382	6,075,096	6,659,961
Capital	3,675,500	915,131	6,262,542
Total Expenditures	\$ 9,977,882	\$ 6,990,227	\$ 12,922,503
Excess Revenues/(Expenditures)	\$ (589,774)	\$ 120,981	\$ (1,014,871)
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	5,632,869	5,632,869	5,753,850
Net Fund Balance	5,043,095	5,753,850	4,738,979
Ending Fund Balance % of Total Expenditures			36.67%

PROPOSED 2026 BUDGET



PUBLIC TRUSTEE FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	63,000	63,000	63,000
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	51,698	51,698	71,000
Financing Proceeds	-	-	-
Total Revenues	\$ 114,698	\$ 114,698	\$ 134,000
<u>EXPENDITURES</u>			
Personnel	\$ 73,789	\$ 73,789	\$ 15,130
Operations	40,850	39,852	45,355
Capital	-	-	-
Total Expenditures	\$ 114,639	\$ 113,641	\$ 60,485
Excess Revenues/(Expenditures)	\$ 59	\$ 1,057	\$ 73,515
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	(18,669)	(18,669)	(17,612)
Net Fund Balance	(18,610)	(17,612)	55,903
Ending Fund Balance % of Total Expenditures			92.42%

PROPOSED 2026 BUDGET



DEBT SERVICE FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	10,000	25,000	20,000
Interfund Transfers & Other	2,390,774	3,393,802	2,276,814
Financing Proceeds	-	-	-
Total Revenues	\$ 2,400,774	\$ 3,418,802	\$ 2,296,814
<u>EXPENDITURES</u>			
Personnel	\$ -	\$ -	\$ -
Operations	3,459,086	3,393,802	2,276,814
Capital	-	-	-
Total Expenditures	\$ 3,459,086	\$ 3,393,802	\$ 2,276,814
Excess Revenues/(Expenditures)	\$ (1,058,312)	\$ 25,000	\$ 20,000
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	826,289	826,289	851,289
Net Fund Balance	(232,023)	851,289	871,289
Ending Fund Balance % of Total Expenditures			38.27%

PROPOSED 2026 BUDGET



AIRPORT OPERATIONS FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	2,451,216	2,703,419	10,111,491
Charges for Services	2,035,026	2,209,546	2,314,861
Contributions	-	-	-
Fines & Forfeitures	-	422	-
Investment Income	10,000	50,000	10,000
Interfund Transfers & Other	5,793	7,201	3,400
Financing Proceeds	-	-	-
Total Revenues	\$ 4,502,035	\$ 4,970,588	\$ 12,439,752
<u>EXPENDITURES</u>			
Personnel	\$ 1,241,232	\$ 1,035,025	\$ 1,262,549
Operations	1,293,480	1,556,377	12,260,441
Capital	2,289,960	2,286,960	108,500
Total Expenditures	\$ 4,824,672	\$ 4,878,362	\$ 13,631,490
Excess Revenues/(Expenditures)	\$ (322,637)	\$ 92,225	\$ (1,191,738)

Available Resources Summary

<i>Per Audit Report - Dec 31, 2024</i>	9,154,664	9,154,664	9,246,889
Ending Available Resources	8,832,027	9,246,889	8,055,151
Ending Fund Balance % of Total Expenditures			59.09%
Unreserved Available Resources	8,091,523	8,506,385	7,314,647
Reserved: Passenger Facility Charges	636,796	636,796	636,796
Reserved: Customer Facility Charges	103,708	103,708	103,708
	8,832,027	9,246,889	8,055,151

Airport Masterplan - \$1,441,733 / DOT BILs: \$1,369,646 / CDOT: \$36,043 / Local: \$36,044
GA Ramp Reconstruction Schedules II & III - \$8,783,872
FAA 2025 Entitlements: \$1,300,000 / FAA 2026 Entitlements: \$1,300,000 /
FAA Discretionary: \$5,000,000 / CDOT: \$200,000 / Local: \$983,872 (of this \$208,333 is
PFC reimbursable for Sch.II only)

PROPOSED 2026 BUDGET



SEWER FUND Summary of Fund Resources

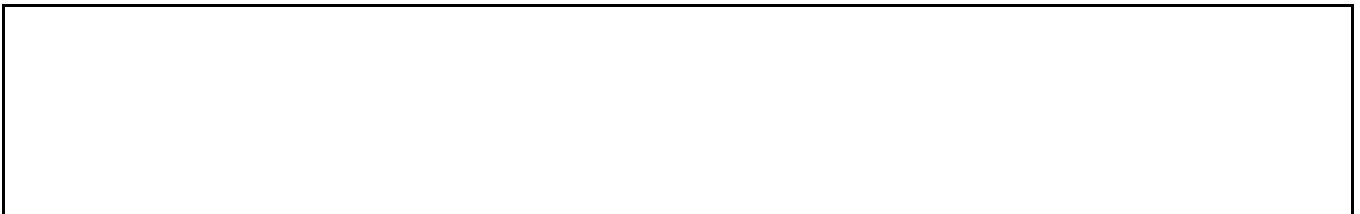
	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	320,175
Charges for Services	1,233,381	1,221,489	1,248,070
Contributions	-	-	-
Fines & Forfeitures	2,775	6,100	6,100
Investment Income	75	50,000	50,000
Interfund Transfers & Other	500	-	-
Financing Proceeds	-	-	-
Total Revenues	\$ 1,236,731	\$ 1,277,589	\$ 1,624,345
<u>EXPENDITURES</u>			
Personnel	\$ 91,104	\$ 68,683	\$ 93,022
Operations	1,269,383	1,273,254	1,464,129
Capital	179,000	149,000	512,020
Total Expenditures	\$ 1,539,487	\$ 1,490,937	\$ 2,069,171
Excess Revenues/(Expenditures)	\$ (302,756)	\$ (213,348)	\$ (444,826)
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	705,370	705,370	492,022
Net Fund Balance	402,614	492,022	47,196
Ending Fund Balance % of Total Expenditures			2.28%

PROPOSED 2026 BUDGET



WATER FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	88,000	-	-
Charges for Services	463,990	464,990	478,180
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	40,000	40,000
Interfund Transfers & Other	225,000	45,038	81,255
Financing Proceeds	-	-	-
Total Revenues	\$ 776,990	\$ 550,028	\$ 599,435
<u>EXPENDITURES</u>			
Personnel	\$ 138,671	\$ 139,325	\$ 140,892
Operations	244,346	259,879	283,196
Capital	246,000	246,000	190,000
Total Expenditures	\$ 629,017	\$ 645,204	\$ 614,089
Excess Revenues/(Expenditures)	\$ 147,973	\$ (95,176)	\$ (14,654)
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	848,729	848,729	753,553
Net Fund Balance	996,702	753,553	738,900
Ending Fund Balance % of Total Expenditures			120.32%



PROPOSED 2026 BUDGET



SOLID WASTE FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	45,000	-	-
Charges for Services	1,564,350	1,391,000	1,520,000
Contributions	-	-	-
Fines & Forfeitures	500	-	-
Investment Income	45,600	90,000	90,000
Interfund Transfers & Other	121,510	127,800	126,540
Financing Proceeds	-	-	-
Total Revenues	\$ 1,776,960	\$ 1,608,800	\$ 1,736,540
<u>EXPENDITURES</u>			
Personnel	\$ 804,988	\$ 742,735	\$ 781,373
Operations	740,133	735,639	1,015,895
Capital	1,600,000	1,602,000	60,000
Total Expenditures	\$ 3,145,121	\$ 3,080,374	\$ 1,857,268
Excess Revenues/(Expenditures)	\$ (1,368,161)	\$ (1,471,574)	\$ (120,728)
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	3,482,203	3,482,203	2,010,630
Net Fund Balance	2,114,042	2,010,630	1,889,901
Ending Fund Balance % of Total Expenditures			101.76%

Financing Proceeds & Capital Purchases for compactor and dozer (\$1,314,702) removed from previous drafts as they are being financed and budgeted in Principal and Interest - (increase in operations)

PROPOSED 2026 BUDGET



SENIOR HOUSING (MOUNTAIN VIEW) FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	138,000	145,000	159,000
Charges for Services	113,600	139,000	139,000
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	6,000	6,000
Interfund Transfers & Other	21,000	-	-
Financing Proceeds	-	-	-
Total Revenues	\$ 272,600	\$ 290,000	\$ 304,000
<u>EXPENDITURES</u>			
Personnel	\$ 13,448	\$ 13,448	\$ 42,505
Operations	205,868	240,466	222,708
Capital	354,364	59,116	-
Total Expenditures	\$ 573,680	\$ 313,030	\$ 265,213
Excess Revenues/(Expenditures)	\$ (301,080)	\$ (23,030)	\$ 38,787
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	205,961	205,961	182,930
Net Fund Balance	(95,119)	182,930	221,718
Ending Fund Balance % of Total Expenditures			83.60%

PROPOSED 2026 BUDGET



ISF I - FLEET FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	750	5,000	2,000
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	20,000	3,000	5,000
Interfund Transfers & Other	2,767,500	3,074,308	2,485,500
Financing Proceeds	-	-	-
Total Revenues	\$ 2,788,250	\$ 3,082,308	\$ 2,492,500
<u>EXPENDITURES</u>			
Personnel	\$ 848,467	\$ 869,379	\$ 849,975
Operations	1,851,592	1,405,115	1,606,636
Capital	2,279,865	2,003,143	1,430,000
Total Expenditures	\$ 4,979,924	\$ 4,277,637	\$ 3,886,611
Excess Revenues/(Expenditures)	\$ (2,191,674)	\$ (1,195,329)	\$ (1,394,111)
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	2,766,887	2,766,887	1,571,558
Net Fund Balance	575,213	1,571,558	177,446
Ending Fund Balance % of Total Expenditures			4.57%

\$1m of financing proceeds removed from prior draft as purchases will utilize master lease/purchase agreement.
Principal and Interest payments updated accordingly.

PROPOSED 2026 BUDGET



ISF II - TECHNOLOGY FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	100	250
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	168	-
Interfund Transfers & Other	916,042	1,406,702	1,245,887
Financing Proceeds	-	-	-
Total Revenues	\$ 916,042	\$ 1,406,970	\$ 1,246,137
<u>EXPENDITURES</u>			
Personnel	\$ 699,354	\$ 585,440	\$ 643,416
Operations	675,200	656,152	548,363
Capital	100,000	100,000	-
Total Expenditures	\$ 1,474,554	\$ 1,341,593	\$ 1,191,780
Excess Revenues/(Expenditures)	\$ (558,512)	\$ 65,377	\$ 54,358
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	123,266	123,266	188,643
Net Fund Balance	(435,246)	188,643	243,001
Ending Fund Balance % of Total Expenditures			20.39%

PROPOSED 2026 BUDGET



ISF III - HEALTH INSURANCE FUND Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<u>REVENUES</u>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	75,000	60,000
Interfund Transfers & Other	2,579,000	3,351,469	4,652,146
Financing Proceeds	-	-	-
Total Revenues	\$ 2,579,000	\$ 3,426,469	\$ 4,712,146
<u>EXPENDITURES</u>			
Personnel	\$ -	\$ 25,000	\$ 25,000
Operations	2,728,360	2,898,092	4,251,819
Capital	-	-	-
Total Expenditures	\$ 2,728,360	\$ 2,923,092	\$ 4,276,819
Excess Revenues/(Expenditures)	\$ (149,360)	\$ 503,377	\$ 435,327
<u>Available Fund Balance</u>			
<i>Per Audit Report - Dec 31, 2024</i>	2,432,778	2,432,778	2,936,155
Net Fund Balance	2,283,418	2,936,155	3,371,482
Ending Fund Balance % of Total Expenditures			78.83%

Health insurance projections increased 25%
 Premiums were adjusted to match actuary recommendations
 Employer contributions were adjusted to cover 87% of all employee premiums and 70% of all dependent premiums for all plans
 Employees realized slight increase in premiums on employee only plans and decrease in premiums on family plans
 Projections based on current enrollment result in a healthy reserve fund balance
 Budgeted projections include family coverage for vacancies to offset budgeted health insurance expense, resulting in a higher fund balance; maynot be realized as dependent on hiring.