

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, January 20, 2026

Page 1 of 3

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Alcohol Beverage License #03-25077; Burts LLC dba The Cabin; 1/5/2026 to 1/5/2027
 2. Alcohol Beverage License #03-04246; Crested Butte LLC dba Paradise Restaurant; 2/4/2026 to 2/4/2027
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
 1. December 16, 2025 Regular Meeting
 2. January 6, 2026 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. Stop Loss Product Sold Quote Summary; HCC Life Insurance Company; Human Resources; 1/1/2026 to 12/31/2026; \$618,500
 2. Acknowledgment of County Manager's Signature; Quote; Gunnison County – EERP – Payroll/HR; Tyler Technologies; Finance; 1/1/2026 to 12/31/2026; \$142,723
 3. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; U.S. Forest Service; Regular and Alternate; Matt Vasquez and Dayle Funka
 4. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Saguache County; Regular and Alternate; Tom McCracken and Wendi Maez
 5. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; U.S. Fish and Wildlife Service; Regular and Alternate; Nathan Darnall and Angela Trnka
 6. Acknowledgment of County Manager's Signature; Amendment to Professional Services Agreement between Gunnison County and Sarah Elzay; Term Extension to 3/15/2026
 7. Amendment No. 1 to the Administrative Services Agreement Dated January 1, 2025; Imagine360 Administrators, LLC; 1/1/2026; \$143,126
 8. Grant Application; Rocky Mountain Health Foundation; Health and Human Services; \$15,000
 9. Grant Application; The Auto Club Group Foundation (AAA); Juvenile Services; \$14,690
 10. Intergovernmental Grant Agreement; Colorado Department of Health Care Policy & Financing; OeHI Innovation Grant Program; 2026*2507; 1/1/2026 to 6/30/2026; \$161,199
 11. Ratification; Grant Application; Colorado Department of Early Childhood; Prevention of Child Abuse and Neglect Project; Health and Human Services; \$167,691

8:35 am

- Board Delegation
 1. Colorado Counties, Inc. Steering Committees (CCI)
 2. Counties & Commissioners Acting Together (CCAT)

*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.*

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3. Water Quality & Quantity (QQ)

8:40 am

- Local Government Designee; Colorado Department of Energy and Carbon Management Commission

8:45 am

- Grant Agreement; Gunnison Valley Land Preservation; Crested Butte Land Trust; Kapushion Spehar Wetland Acquisition and Conservation Easement Project; \$350,000

8:55 am

- Board of County Commissioners Meeting 1/6/26-Decision Document for AP-24-00154 Waiver of Standards Request; Hunter Family Real Estate and Rewk Patten; Parcel 3257-273-00-027

9:00 am

- Public Hearing; Street Vacation Request for a portion of 11th Street in the Townsite of Irwin, Colorado; Lee and Matthew Berglund
 1. Resolution; Vacating a Certain Portion of a Certain Stret Lying Within the Townsite of Irwin, County of Gunnison, State of Colorado
 2. Lot Cluster; LUC-25-00037; Berglund

9:20 am

- Public Hearing; Street Vacation Request for Agate Drive and a pedestrian easement adjacent to Lots 3, 4, 5, 6, 9, and 10, Block 2, Marble Ski Area Filing #5 in the Town of Marble, Colorado; William and Judy Perry, Cindy Suplizio and Peter Mueller

9:40 am

- Resolution; Denying the Sketch Plan for LUC-22-00028 Starview Subdivision

10:25 am

- Break

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

10:30 am

- Call to Order
- Gunnison County Boards and Commissions Appointments:
 1. Tourism and Prosperity Partnership Board (Fill three Regular vacancies for three-year terms)
 - Applicants:
 1. Lindsay Beltchenko
 2. Noah Eckhouse
 3. Amy Stevens
 4. Leora Wallace
- Adjourn

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(REMOTE OPTION BELOW)

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (cont'd):

10:40 am

- Gunnison County Boards and Commissions Appointments:
 1. Medical Health Officer (Fill one vacancy for a two-year term)
 - Applicant:
 1. Annamarie Meeuwsen
 2. Sustainable Tourism and Outdoor Recreation Committee (Fill four Regular vacancies for two-year terms)
 - Applicants:
 1. Sarah Elzay
 2. Jon Hare
 3. Bill MacFarlane
 4. Bruce (LB) Mullins Jr
 5. Hedda Peterson
 6. Domenic Policaro
 7. Beverly Troxtell

10:55 am

- Deed of Dedication Agreement for Public Road Right-Of-Way; Robert G. Spehar

11:00 am

- Vouchers and Transfers
 1. December 2025 Voucher Report
 2. December 2025 Cash Transfer Report
 3. December 2025 Purchase Card Report
 4. November 2025 Sales and Local Marketing Tax Report
- December 2025 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.
- Executive Session pursuant to C.R.S. § 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations related to property interest(s) located in Gunnison County, Colorado, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. § 24-6-402(4)(b) conferences with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to property interest(s) located in Gunnison County, Colorado
- Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

One tap mobile

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

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

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-25077; Burts LLC dba

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

BOCC approved this new license on January 6, 2026 needing signature on the license of which Holly will have for the meeting.

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/8/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/8/2026

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/9/2026

☒

Consent Agenda

☐

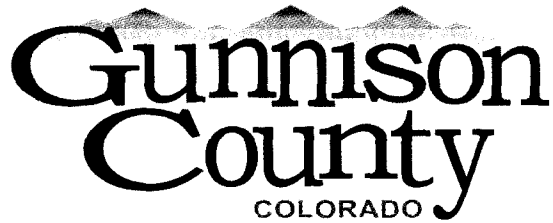
Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 1/20/2026



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

RESTAURANT (COUNTY) 03-25077

To serve Malt, Vinous and Spirituous for on premises in the County of Gunnison,
Colorado.

BURTS LLC, DBA THE CABIN
207 ELCHO AVE UNIT A
CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective Dates: 01.05.2026 - 01.05.2027

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

Kathy Simillion 1-5-2026

Kathy Simillion

Date

Board of County Commissioners Date

Gunnison County Clerk

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

BURTS LLC, DBA THE CABIN
dba THE CABIN
207 ELCHO AVENUE UNIT A
Crested Butte CO 81224

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-25077	License Expires at Midnight January 05, 2027
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 1/6/2026 JS

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Crested Butte LLC DBA Paradise Restaurant

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/7/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/7/2026

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/9/2026

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 1/20/2026



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-04246

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

CRESTED BUTTE LLC DBA PARADISE RESTAURANT

SE1/4SW1/4SECTION19T13SOUTH RANGE 85 WEST

CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective Dates: 02.04.2026 - 02.04.2027

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

Kathy Simillion 1-6-2026
Gunnison County Clerk
Kathy Simillion

Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

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

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-04246	License Expires at Midnight February 04, 2027
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 1/5/2026 KWL

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

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

Submit to Local Licensing Authority

PARADISE RESTAURANT
 PO BOX 5700
 Crested Butte CO 81224

received
 12-23-2025

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 750.00

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

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name CRESTED BUTTE LLC		
Doing Business As Name (DBA) PARADISE RESTAURANT		
Liquor License Number 03-04246	License Type Hotel & Restaurant (county)	
Sales Tax License Number 00774205	Expiration Date 02/04/2026	Due Date 12/21/2025

Business Address

Street Address SE1/4SW1/4SECTION19T13 SOUTH RANGE 85 WEST 6TH PM	Phone Number 9703492202
City, State, ZIP Code Gunnison CO 81230	

Mailing Address

Street Address PO BOX 5700
City, State, ZIP Code Crested Butte CO 81224
Email aroth@vailresorts.com

Operating Manager Adam Roth	Date of Birth 8/8/1983

Home Address

Street Address

Phone Number

120 Butte Ave

417-773-3202

City

State

ZIP Code

Crested Butte

CO

81224

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

Are the premises owned or rented?

☐ Owned

*If rented, expiration date of lease

☒ Rented*

6/1/2026

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ☐ Yes ☒ No
- If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

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

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

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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?

☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?

☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?

☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Adam Roth

Title

Food + Beverage Director

Signature

Date (MM/DD/YY)

12/19/25

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

Gunnison County Clerk

Signature

Attest

Date (MM/DD/YY)

12-23-2025

Name (Individual/Business)

Adam Roth / Paradise Restaurant

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

417-773-3202

970-349-4683

Street Address

120 Butte Ave

City

Crested Butte

State ZIP Code

CO

81224

Printed name of person signing on behalf of the Applicant/Licensee

Adam Roth

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

12/19/25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft 12/16/2025 BOCC Minutes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 12/16/2025 meeting minutes are attached for consideration.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/16/2026

☐

Consent Agenda

☒

Regular Agenda

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Worksession

Time Allotted: 1

Agenda Date: 1/20/2026

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
December 16, 2025**

The December 16, 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
Elizabeth Smith, Vice-Chairperson
Jonathan Houck, Commissioner
Matthew Hoyt, County Attorney

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

CALL TO ORDER: Chairperson Puckett Daniels called the Gunnison River Valley Local Marketing District meeting to order at 8:30 am.

PROFESSIONAL SERVICES AGREEMENT; TOURISM AND PROSPERITY PARTNERSHIP; 2026 WORK PLAN; 1/1/2026 TO 12/31/2026; \$3,125,000: Moved by Vice-Chairperson Smith, seconded by Commissioner Houck to approve the Professional Services Agreement for the Tourism and Prosperity Partnership Work Plan, as described in the packet today. Motion carried unanimously.

ADJOURN: Chairperson Puckett Daniels adjourned the Gunnison River Valley Local Marketing District meeting at 8:31 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Puckett Daniels called the Board of County Commissioners meeting to order at 8:31 am.

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

MINUTES APPROVAL: Moved by Vice-Chairperson Smith, seconded by Commissioner Houck to approve the minutes for November 18, 2025 and December 9, 2025 special meeting as presented. Motion carried unanimously.

1. November 18, 2025 Regular Meeting
2. December 9, 2025 Special Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. State of Colorado Intergovernmental Agreement; OLA #331003617; Intergovernmental Agreement Among the City of Gunnison, the County of Gunnison, and the State of Colorado Department of Transportation; US Highway 50 and Colorado Highway 135 Access Control Plan
2. Grant Award Letter Intergovernmental Grant Agreement; 2024-AWA-CBI-012; Mobile ID Devices; 12/16/2025 to 3/31/2026; \$12,000
3. Grant Application; Childhood Injuries and Fatalities by Firearm Mini Grant Application; Office of Gun Violence Prevention within the Colorado Department of Public Health and Environment (CDPHE); \$10,000
4. Contract Amendment #2; 2023*0026; Colorado Department of Public Health and Environment (CDPHE); 1/1/2023 to 6/30/2026; \$109,344
5. Colorado Highway Users Tax Fund Certification; Colorado Department of Transportation; Certified Mileage as of December 31, 2025
6. Statement of Work No. 1; United HealthCare Services, Inc. on behalf of Itself and Its Affiliates including Rocky Mountain Health Maintenance Organization, Inc; 12/16/2025 to 12/31/2026; \$42,500
7. Acknowledgment of County Manager's Signature; Grant Acceptance; Daniels Fund Grant ID 00019257; Gunnison County Substance Abuse Prevention Project; 10/31/2025 to 10/31/2026; \$50,000
8. Acknowledgment of County Manager's Signature; Gunnison County Deputy County Attorney Employment Agreement; Rachel Allen; 12/22/2025
9. Acknowledgment of County Manager's Signature; Master Services Agreement; Eide Bailly, LLP; Consultant Services to Apply for Tax Rebates for Federal Tax Incentives for Geothermal, Solar, and Efficiency Projects; 12/16/2025 to 3/15/2028; \$150,000
10. Acknowledgment of County Manager's Signature; State of Colorado Grant Agreement Modification; Amendment #3; 2026*0028; Original Agreement Number 2025*0120; 7/1/2024 to 6/30/2026; \$47,337
11. Acknowledgment of County Manager's Approval; Grant Application; National Council on Aging (NCOA); \$19,400

12. Acknowledgment of County Manager's Approval; Grant Application; Energy Outreach Colorado; \$84,086
13. Data Use Agreement; Healthy Kids Colorado Survey & Smart Source
14. Professional Services Agreement; Shea, Carr & Jewell dba SCJ Alliance; Jake's Park Design Services; 12/16/2025 to 12/31/2026; \$23,050
15. Letter of Support; Upper Gunnison River Water Conservancy District (UGRWCD); Colorado River Water Conservation District (CRWCD); Integrated Physical and Geochemical Estimation of Agricultural Return Flows in the East River, Upper Gunnison River Basin
16. Memorandum of Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado, the Board of Trustees of Gunnison Valley Hospital, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/2026 to 12/31/2026; \$330,000
17. Memorandum of Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado, Mountain Express, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/2026 to 12/31/2026; \$130,000
18. Ratification; Letter of Support; Gunnison Valley Health (GVH) Operations and Service Line Development Project; Region 10 Enterprise Zone Review Committee
19. Agreement Regarding Assignment of Ground Lease Agreement; Sky Vet, Inc. (Seller) and Kirby Ramsey Aviation Group, LLC (Buyer)
20. Grant Application; State Tobacco Education and Prevention Partnership (STEPP); Fiscal Years 2027-2029; \$644,000
21. Intergovernmental Agreement for Winter Road Maintenance; Town of Mt. Crested Butte; Term to 5/31/2030

COUNTY MANAGER'S REPORTS:

1. Whetstone Housing Project Update. CM Birnie informed the Board that the contractor is still working on the fire flow issue, and that it may have been retested today. Crews may not return before Christmas at this point, though the project will still be ahead of schedule if work resumes at the start of the year. The project carries a guaranteed delivery date in late 2027, and the contractor will either meet that date or provide financial compensation for exceeding it.
2. Highway Users Tax Fund (HUTF). Vice-Chairperson Smith stated that some counties are reporting inconsistencies between the \$0.29 delivery fee outlined in SB 21-260 and what they are receiving, and she asked for any additional input that CM Birnie might have. CM Birnie will delve into the issue and report back to the Board.

BREAK: The meeting recessed from 8:38 until 8:45 am for a short break, and then from 8:45 until 10:15 am in order to hold the below Public Hearing.

PUBLIC HEARING; REQUESTS FOR WAIVER OF GUNNISON COUNTY STANDARDS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION; ACCESS PERMIT APPLICATION AND LUC-25-00011; PARCEL #3257-273-00-027: Assistant County Manager (ACM) for Public Works Martin Schmidt, Permit and Right of Way Manager (PRWM) Chris Hill, Planning Director (PD) Hillary Seminick, SGM Professional Engineer (PE) Tyler Harpel, applicant and 11-7 Ranch Principal Stewart Hunter, and applicant's legal counsel Marcus Lok were present for discussion.

1. Open Public Hearing. Chairperson Puckett Daniels opened the hearing at 8:45 am.
2. Public Notice Confirmation. PRWM Hill confirmed that the hearing had been properly public noticed.
3. Identify Ex Parte Communications. There were no ex parte communications identified. Chairperson Puckett Daniels confirmed that the County received an email from homeowners on Lower Allen Road, and that the contents of that email are reflected in the meeting packet. All three commissioners were copied on that email, and it was shared with staff. Chairperson Puckett Daniels explained that the hearing will begin with a presentation from County staff, then the applicant will be given the opportunity to present information. The Board will then have the opportunity to ask questions before the public is given the chance to provide comments. Each member of the public will be given up to three minutes for verbal comments, and written comments will be accepted by the Board for staff and public dissemination. The applicant will again be given the floor to respond to comments and questions posed by the Board, the staff, and the public. Lastly, the hearing will either be closed or continued to a future date. After it has closed, either today or after being continued, a decision may then be made by the Board.
4. Staff Presentation. CA Hoyt discussed the applicable legal standards, based on the 2020 version of the Gunnison County Standards and Specifications for Roads and Bridges (Standards) as that was the version in force when the application was received. He noted the importance of paragraph 1.9.B that states that only the Board may approve a waiver, except for some limited waiver authority given to the Public Works Director. He explained that the Board has three options in these instances: 1) Grant the waiver application; 2) Deny the waiver application; or 3) Grant the waiver application with conditions as outlined in paragraph 1.9.B. Those six conditions are: 1) Seasonal use; 2) Number of structures; 3) Size of structures; 4) Type of use; 5) Existence of public utilities; and 6) No increased risk to emergency services personnel, without limitation. Any waiver

granted would be project specific and does not establish precedence for any other waiver application, even on the same property. The metrics to be employed in this decision are outlined in paragraph 1.9(H) that specify no waiver shall be granted unless the Board determines in writing the applicant has established by clear and convincing evidence, as however defined by the Board, that all of the below standards exist. Further, he suggested that the Board request the applicant and public tether their comments and the application to these six standards. ACM Schmidt then emailed the list to the Board during the meeting so that they could be referenced throughout the discussion.

- 1) The waiver is warranted by site specific conditions which create an unusual aspect or feature not shared by property in general; and
- 2) The waiver will not adversely affect the safe, efficient, and orderly movement of motorized and non-motorized traffic; and
- 3) The waiver will not adversely affect health or safety; and
- 4) The waiver will not cause substantial injury to the owner or occupant of adjacent land(s); and
- 5) The waiver will not cause substantial injury to the environment; and
- 6) The proposal will provide the functional equivalent of the Standards.

ACM Schmidt showed the overall site view of the area highlighting the three contiguous parcels owned by the applicant. Those parcels are just south of CB South and are connected to the Allen Homesites subdivision; the smallest of the parcels was the subject of the application.

ACM Schmidt explained that his office was made aware of the application on 10/8/2024, and he began discussions with the applicant at that time because the application proposed a bridge over water. He stated that PD Seminick provided an initial review of the application, and that the completed application was later received in July 2025.

ACM Schmidt noted that access permits are typical for parcels that do not already include a driveway, and that this property has existing access via an agricultural road off the Upper Allen Road. The location for the intended bridge is elevation-separated from the location of the road, which results in a drop down. As well, the bridge would land in the public right-of-way, which is not typical as most bridges are wholly within the private property boundaries.

ACM Schmidt confirmed that the applicant has shown building plans, but that no applications for building permits have been submitted. Thus, this is an application for a vacant land access permit, not a building permit.

PD Seminick stated that ACM Schmidt provided an accurate summary of the application and work performed by staff. She noted that this access permit also included a floodplain development permit, submitted for the bridge component of the project. The proposed bridge complies with County and State standards, which requires one foot of space between the bottom of the bridge and the base flood elevation, which is the highest elevation point in the event of a 100-year flood.

ACM Schmidt highlighted, in the photos provided, where there were vehicle tracks in the snow within the parcel where the bridge is being contemplated. Staff asked the applicant if that path might be a potential access point to the lower portion of the parcel, and the applicant stated that the path wasn't suitable for their intended use of the lower parcel. He also showed a rendition of where the bridge would be located perpendicularly to the water flow.

ACM Schmidt confirmed that installation of a sewer lift station made clear that the County and Metro District intended a cul-de-sac at the end of the road, but that this is not reflected on the plat map. Thus, staff illustrated the 45-foot radius and 90-foot diameter cul-de-sac to show where it is believed the cul-de-sac was intended to be located. The applicant has also agreed that the right-of-way falls in this area.

ACM Schmidt referred to the project timeline that was included in the meeting packet. He summarized that the Standards only allow for one access per parcel unless there are demonstrable reasons for the creation of additional accesses, and this property already has an established access point. He also stated that the intended bridge shows an approximate 45° angle of approach to the traveled roadway, and the Standards require a 60°-90° angle for safety. These two waiver requests were the reason for bringing this application to the Board.

ACM Schmidt informed the Board that the applicant provided correspondence before the hearing, which was a letter of good standing from the Crested Butte Land Trust related to the conservation easement that is in place on the parcel. He then illustrated the location of that conservation easement. The page in the meeting packet just before the easement agreement image did not show correctly in the meeting packet, and staff worked to identify the missing information.

ACM Schmidt stated that his department received a letter from the Allen Homesites. His department mailed information about this hearing to the subdivision and the affected properties.

5. Applicant Presentation. Attorney Lock stated that the waiver requests are driven by the property's topography, would not be detrimental to Lower Allen Road, and are necessary for the safe and efficient use of the property. There is a very significant bench that runs through the middle of the property, effectively the lower limit of the conservation easement. The approximate 6-7 acres below that bench is the area in question, and it was intentionally left out of the conservation easement because it is the natural intended location for residential use. He opined that the most efficient way to access the area would be via a bridge off the end of Lower Allen Road. He also stated that the residential building plans are part of the Public Works file, and that he offered to submit a building permit application and was told that it would not matter with respect to the waiver requests being contemplated.

PE Harpel introduced himself as a 20+ year resident of CB South who frequently drives past the property in question, and he provided his own summary of the application. This 530-acre property is split into three different parcels, and the Allen family developed Upper Allen and Lower Allen before placing the main parcel in a conservation easement for agricultural uses. The Allen family purposely left out this 6–7-acre parcel on the lower bench, which is approximately 40 feet below the upper bench and is comprised of unstable loose, rounded rock. A floodplain development permit was part of this application, and he stated that a 100-year flood equates to a 1% annual chance that a flood could occur. This application requires adherence to the 100-year flood elevation and at least one-foot above that as well. He also stated that he could not locate another ranch in Gunnison County that is over 500 acres in size and has only one access point.

PE Harpel first addressed the angle-of-approach issue. He stated that the challenge to the Standards is related to this being located at the end of the road, in that there is no oncoming traffic directly coming from the roadway; the oncoming traffic comes from the direction of Lot 262, and there is a 90° angle from that. He also noted that the bridge being perpendicular to the water flow provides the most direct, shortest route across the water, and it limits impact to both the river and the adjacent wetlands. The proposed bridge was approved by the Army Corps of Engineers in July, and that's when the full application was submitted to the County. Lastly, he noted that several subdivisions in Gunnison County have driveways that do not meet the angle of intent at turnarounds or cul-de-sacs, and he could not locate waiver applications relative to any of those instances.

PE Harpel addressed the issue of access and read from paragraph 4.5.3 of the Standards, which states that no more than one access approach shall be provided unless it can be shown that additional access approaches would not be detrimental to the safety and operation of the road and are necessary for the safety and efficient use of the property. He stated that Lower Allen Road is a gravel road that was designed to be between 90-199 ADT (average daily trips); with 10 ADT per lot and 14 lots equating to 140 ADT and an additional lot bringing the total to 150 ADT, which is within the designed range of 90-199 ADT. He also stated that providing this additional access would result in enhanced safety and emergency response for the community in the event of an emergency necessitating large emergency response vehicles such as firetrucks and ambulances.

PE Harpel explained that the applicant needed to delineate the wetlands and then the applicant did a 25-foot setback from those wetlands to determine that there is 1-1.5 acre of land that would be optimal for locating a house.

PE Harpel addressed the correspondence received from the Lower Allen group, which referenced two studies performed on Cement Creek by the Upper Gunnison River Water Conservancy District. Post-fire floods are dangerous and the study argued that debris could get caught at bridges, which he acknowledged, but he restated that the bridge was modeled to go one foot above the 100-year floodplain and that this bridge, while not the highest of the five, would be the fifth bridge from any fire in the Cement Creek area.

Attorney Lock reminded the Board that it could place limitations on the granting of a waiver to address concerns. He also addressed concerns from the Lower Allen group about the creation of a large circular driveway; he confirmed that this is not part of the applicant's plan and that the applicant would be willing to limit the use of the bridge to only residential and agricultural purposes on that lower seven acres. He further confirmed that the applicant would agree not to seek to subdivide that seven-acre parcel into smaller parcels. Lastly, he acknowledged that there has been some uncertainty regarding ownership of the cul-de-sac at the end of Lower Allen Road, and he confirmed that the applicant would be happy to resolve that uncertainty in the event of approval of a waiver by granting a quit claim deed to the County.

6. Board Questions. Vice-Chairperson Smith referred to some of the correspondence that mentioned advertisements for weddings, fishing and events found on the applicant's Facebook page. She requested additional information about any current and contemplated commercial use of the property. Attorney Lock stated that any such use of the property has been by right, and that the applicant would not be proposing to use this seven-acre parcel for any commercial uses. He also

noted that the owners have used a lot of equipment to address quite a bit of deferred maintenance since purchasing the property, and that this type of work will not be continuing. Any large events in the future would be accessed using the Upper Allen access point.

Chairperson Puckett Daniels asked if the land is currently being used for ranching. Mr. Hunter explained that, prior to his ownership of the land, it included a major fishing lease. He also explained that the large events were for friends and family only, that there is no intent for commercial use going forward, and that it is currently used as working ranchland.

Commissioner Houck requested more detail about the delineated wetlands, specifically whether the illustrations showed jurisdictional wetlands by definition or if they are irrigation-influenced wetlands. PE Harpel confirmed that they are jurisdictional wetlands. PD Seminick noted that her office did not receive the hydrological sources for the wetland areas, so there is a jurisdictional determination associated with it. However, there does appear to be a surface connection to the water. Thus, PE Harpel acknowledged that, in reality, there are both jurisdictional wetlands and irrigational-influenced wetlands in the area.

Vice-Chairperson Smith asked about the rationale for handling this waiver now, separate from intended the building permit. She also restated some of the concerns brought forward in correspondence related to the type of uses allowed. CA Hoyt confirmed that the Standards allow quite a bit of discretion for the Board to decide on conditions, that the Board is able to restrict the type of use to be limited to the bridge itself, and yet the Board may also expand any approval to the property that the bridge serves. He agreed that it might make sense to contemplate these circumstances at the same time. Attorney Lock indicated that the applicant asked that specific question during the process and were told that the two did not need to be considered simultaneously. However, he also stated that, if the Board grants this waiver, the applicant would be fine with the condition that it requires the submission of a building permit consistent with the materials already provided to the County.

PD Seminick addressed the method for evaluating the driveway to vacant land. She noted that the County typically evaluates whether a driveway is accessing a building site that is feasible for development, and those considerations include certain environmental hazards or certain environmental resources. In this case, the application includes a wetlands delineation, whether jurisdictional or not, on the site plan. The building envelope has been identified, and there are no geological and/or floodplain hazards.

PD Seminick also explained that collection of a site fee for a wedding or event would trigger the need for a land use change permit for commercial use. She also explained that the Land Use Resolution addresses abandonment of an existing commercial use and that, after one year of non-use, a review by her department would be required. Attorney Lock confirmed that no one was charged for entering any events as participants were family members and friends.

Chairperson Puckett Daniels stated that a barn has been built on the lower section further to the south, and there is a road that accesses it. She asked if the parcel with the barn provides access to the parcel with the proposed house. Attorney Lock confirmed that it does not.

Chairperson Puckett Daniels asked if the agricultural access on the upper part of the parcel in question provides the egress for Upper Allen residents in case of emergency, and PE Harpel confirmed that it would.

7. Public Comments. Chairperson Puckett Daniels opened the hearing to public comments at 9:50 am, and she stated that each person would be limited to three minutes. People could submit additional commentary via email or written format for the record.
 - 1) Kristy Ratliff. Ms. Ratliff stated that she lives on Lower Allen Road and has been living there for over 20 years. She opined that approval of this waiver would put 14 homes in jeopardy of flooding. She said that the other upstream bridges are not directly adjacent to 14 homes in a low-lying floodplain. She also referenced the proposed bridge height of one-foot above the 100-year floodplain and noted that the existing bridge on Upper Allen Road is three feet above that line. She does not feel that one foot is sufficient. Further, she stated that this small parcel could be accessed by Upper Allen Road if it were properly graded, and that this would not allow an access or exit point for families because they would have to use a road that is not graded in order to reach the bridge. She stated that the Upper Gunnison Water Conservancy District lists this area as a high-fire danger area and recommends no bridges in geofluvial hazard zones.
 - 2) Callie Koch. Ms. Koch stated that she resides at 236 Lower Allen Road, a property that is owned and was built by her in-laws, Dan and Lyn Ewert. She opposed the construction of the bridge, and she quoted Mr. Hunter as saying, "it is reasonable and necessary to have more than one access location on and off the property due to, among other things, fire hazards", which was in his permit application cover letter. She stated that Mr. Hunter's property is adjacent to wildfire hazard areas and that, in mitigating his own personal

wildfire hazards, he would be creating further hazards for her and the other residents of Lower Allen Road. She feels that the proposed design has the potential to cause significant damage to other owners' properties should post-fire debris flow cause flooding, and she stated that the efforts of one citizen to mitigate his own risk and create convenience for his own property should not put other lives and properties in danger. She stated that any improvement in the turnaround area would not be worth the negative impact. She also stated that the residents on Upper Allen Road would likely attest to the applicant's access point on their road, which has added traffic by fast-moving large equipment and vehicles flowing through the residential subdivision on a daily basis. Lastly, she stated that the applicant's offer of an improved turnaround is a weak and thinly veiled excuse to get his personal project approved, and that is project does not significantly improve the safety and operations of the existing road and users as it actually increases danger in the area and has the potential to cause substantial injury to owners of adjacent lands.

- 3) Mark Schwiesow. Mr. Schwiesow has lived at 160 Lower Allen Road for 45 years. He stated his complete agreement with the other residents' comments that were already provided. He sees no reason for the County to grant this waiver. As well, he expressed suspicion regarding future intent for commercial use. He noted that the house at 262 Lower Allen Road expressed no intent to fill the wetlands, and yet it was later granted a waiver to fill it enough to build their home. After that, they said it was not their intent to impact the rest of the wetlands, but they then filled in a good section of wetlands as soon as their home was built; it was approved by the Army Corps of Engineers, and it diminished Lower Allen Road in many ways. Lastly, he noted the benefits of living on a dead-end road, which include residents walking and taking their dogs to enjoy the creek. Since the Allen family accessed and ranched the property for decades, he sees no need for another access point.

8. Acknowledge Correspondence Received. No additional correspondence was identified, beyond what was discussed during the hearing.

9. Applicant Response. Attorney Lock stated that, in the event of a granted waiver, the applicant would be pleased to abide by enforceable use limitations. He again stated that the property would only be used for residential and agricultural purposes. Regarding the long-standing use of the property by the Allen family without additional access points, he stated that the Allen family never had a residence on the land. As well, after the applicant purchased the property, he worked to ease the Crested Butte Land Trusts' concerns regarding the conservation easement, and the result was a very positive working relationship.

PE Harpel said that he is unaware of any documentation that shows the existing Allen Homesites bridge is three feet above the floodplain.

Attorney Lock said that the applicant has been a good neighbor and wants to continue to be a good neighbor to the other residents.

Vice-Chairperson Smith asked about any standards to determine what is considered sufficient or safe with regard to structures, such as bridges, built within the 100-year floodplain. Do any such standards factor in site-specific features? PE Harpel explained that the standard is ensuring that there is at least one foot of clearance and that, any higher, would result in steeper access to the bridge.

Vice-Chairperson Smith stated that, in regard to the applicant wanting to be a good neighbor, she has heard concerns about trust going forward. She also expressed concern that the Facebook page contradicts the applicant's claim about no commercial use of the property. Mr. Hunter stated that his family hand-delivered invitations to the other residents for a discussion about the bridge, and no one showed up for that discussion. Regarding the question surrounding commercial uses, Mr. Hunter again stated that he only wants to build a home with safe access. CA Hoyt reminded the Board that it had the ability to structure conditions to any approvals granted.

Chairperson Puckett Daniels asked for staff input related to the homeowners' flooding concerns. PD Seminick stated that she didn't want to discredit the concerns of the homeowners. She stated that flood hazards associated with post-wildfire conditions are exacerbated, and the assessments referenced in the public comment have not, to her understanding, been adopted by the Board and did not specifically address potential impacts from wildfire or any associated flood hazards.

CA Hoyt reminded the Board that the Standards only require that a hearing take place today. It can be continued to allow for more input, or it can be closed to allow for deliberation. Commissioner Houck stated that he did his research and drove the area, his questions have been answered, and he doesn't need additional info before making a decision. Vice-Chairperson Smith stated that there has been significant interest in this issue, that she doesn't expect to receive new concerns, and that she was fine with closing hearing today. At the same time, she wants to be thoughtful about the Board's decision, so she was happy to not make the decision today.

Chairperson Puckett Daniels was also happy to close the hearing, and she stated that she wanted to spend time reviewing the Standards and then schedule additional time for deliberation.

10. Close Public Hearing. Chairperson Puckett Daniels closed the hearing at 10:15 am and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

The Board will receive additional written comments up to 12/23/2025, and a decision will be made during the 1/6/2026 meeting. CA Hoyt reminded the Board that this is a quasi-judicial decision, so the commissioners would not be allowed to have communication with the applicant or each other outside of a noticed meeting.

CORRECTION; 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: County Assessor Alexandra Cohen was present for discussion. CA Cohen explained that this petition was previously approved, but that it contained a clerical error in one of the calculations. This corrected prompted the need for signature on a new form. **Moved** by Commissioner Houck, seconded by Vice-Chairperson Smith to approve the addition of the Chair's signature on Section 4 of the 2023 abatement petition for Account R040008 and correct this error this is not changing a decision CA Hoyt suggested that the motion include retroactivity to the date of the first approval, and Commissioner Houck agreed with that addition. Vice-Chairperson Smith clarified that the error was related to 2023 and a reduction of \$55,000 to residentially classified properties. Motion carried unanimously.

LAND USE CHANGE APPLICATIONS: Planner I Caroline Danielson was present for discussion.

1. Lot Cluster Agreement and Declaration; LUC-25-00042; Clint Cordova. Mr. Cordova was present for discussion. Planner Danielson confirmed that all information was included in the meeting packet, and that this action will conform with applicable codes. **Moved** by Commissioner Houck, seconded by Vice-Chairperson Smith to approve the Lot Cluster Agreement and Declaration to LUC-25-00042 as presented this morning. Motion carried unanimously.
2. Townhome Plat Approval; LUC-25-00041; 162 Escalante, LLC. Applicant's attorney, Aaron Huckstep, participated in the discussion remotely, and he thanked the Board for having him on today's agenda. **Moved** by Vice-Chairperson Smith, seconded by Commissioner Houck to approve the Cox-Escalante Townhome Plat for LUC-25-00041 and authorize the Chair's signature on the plat. Motion carried unanimously.

BREAK: The meeting recessed from 10:26 until 10:27 am for a short break.

BOARD AND COMMISSIONS VACANCY APPOINTMENTS:

1. Gunnison Valley Hospital Board of Trustees (One Regular vacancy for a five-year term beginning 2/1/2026 to 2/1/2031). The Board discussed how Stephens' skills and background have benefited the Board of Trustees, and their appreciation that so many applicants expressed interest. **Moved** by Commissioner Houck, seconded by Vice-Chairperson Smith to reappoint Stephens Mundy to the Gunnison Valley Board of Trustees for one regular vacancy for a five-year term beginning February 1, 2026, going through February 1, 2031. Motion carried unanimously.
Applicants:
 - a) Janet Farmer
 - b) Nancy Houston
 - c) Stephens Mundy
 - d) Vincent Rogalski
2. Historic Preservation Commission (Two Regular vacancies for three-year terms beginning immediately to 2/1/2029). **Moved** by Vice-Chairperson Smith, seconded by Commissioner Houck to appoint Tristen Coleman and Chris Melland to the Historic Preservation Commission to two regular vacancies for three-year terms. Motion carried unanimously.
Applicants:
 - a) Tristen Coleman
 - b) Chris Melland
3. Planning Commission (One Regular vacancy for a three-year term beginning 2/1/2026 to 2/1/2029, two Regular vacancies for remainder of terms ending 2/1/2028, two Alternate vacancies for one-year terms beginning 2/1/2026 to 2/1/2027). Prior to the meeting, Sigrid Cottrell withdrew her application from consideration. **Moved** by Chairperson Puckett Daniels, seconded by Vice-Chairperson Smith to appoint Sean Patrick to a regular three-year term beginning February 1, 2026, and that we appoint Brett Adkins and Karen Stock to regular vacancies for remainder terms ending February 1, 2028. Motion carried unanimously.
Applicants:
 - a) Brett Adkins
 - b) Sigrid Cottrell
 - c) Sean Patrick
 - d) Karen Stock

BOARDS AND COMMISSIONS VACANCY NOTIFICATION WAIVER REQUEST: Assistant County Manager for Community and Economic Development Cathie Pagano was present for discussion. **Moved**

by Commissioner Houck, seconded by Vice-Chairperson Smith that the Board to utilize the waiver of Section 4 that allows County administration staff to readvertise vacancies immediately, rather than wait three weeks, and that we are doing it for specifically the Planning Commission and specifically for this one time. Motion carried unanimously. CM Birnie asked the Board if the clause should be revisited in the future to make it less restrictive. The Board may decide to remove the provision in the future.

UTILITY EASEMENT; VISIONARY COMMUNICATIONS LLC DBA VISIONARY BROADBAND: This was an easement for broadband installation alongside Colorado Street to serve the new EMS building. **Moved** by Commissioner Houck, seconded by Vice-Chairperson Smith to authorize and approve the utility easement between the BOCC and Visionary Communications, LLC, and authorize the Chair's signature on the agreement as presented in the packet today. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: Chief Finance Officer Melissa LaMonica was present for discussion.

1. December 16, 2025 Voucher Report. **Moved** by Vice-Chairperson Smith, seconded by Commissioner Houck to approve the vouchers in the amount of \$7,699,309.63 as presented. Motion carried unanimously.
2. November 2025 Cash Transfer Report. **Moved** by Commissioner Houck, seconded by Vice-Chairperson Smith to authorize the cash transfer in the amount of \$12,688,750.05. Motion carried unanimously.
3. November 2025 Purchase Card Report. The Board did not pose any questions about this report.
4. October 2025 Sales and Loca Marketing Tax Report. The Board did not pose any questions about this report.

TREASURER'S MONTHLY REPORT: County Treasurer Teresa Brown was not present for the discussion, but she provided the November 2025 Treasurer's Report and the November 2025 Monthly Investment Report to staff for review before the meeting. **Moved** by Commissioner Houck, seconded by Vice-Chairperson Smith to accept the Treasurer's Report as presented and authorize the Chair's signature. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT: No comments were provided.

COMMISSIONER ITEMS:

Commissioner Houck:

1. State Trust Lands Working Committee. The group met again, and Commissioner Houck has been representing the County on this Committee. One of the Committee's main objectives is to determine how the State Land Board uses and utilizes State Trust Lands to generate revenue for education. Traditional uses, as well as housing and expanded recreation are also being evaluated, and no decisions have been made. The Committee has approximately nine months to conclude these discussions.
2. Gunnison Outdoor Resources Protection (GORP) Act. This has been introduced and will now need to go through congress.
3. Triparte Meeting. This group had its semi-annual meeting to discuss the administration of Community Block Grants and how to assist people within our community who have needs. The Health and Human Services Department staff have been helpful with understanding the current climate and anticipated changes. Arden Anderson will continue to serve as the group's Chairperson.
4. Forest Service. Commissioner Houck has been working with the Forest Service regarding road conditions and jurisdictional responsibility for each of the roads.
5. Spruce Beetle Epidemic & Aspen Decline Management Response (SBEADMR). The SBEADMR group held its end-of-year meeting, and Commissioner Houck attended remotely. Current projects were discussed.

Commissioner Smith:

1. CCI Winter Conference. Vice-Chairperson Smith and Chairperson Puckett Daniels both attended the conference. An important topic being discussed at the State level is regarding regionalization of benefits, which is an efficiency initiative in response to the requirement for States with high error rates to enter benefits and maintain the information in the system. Colorado would need to pay an estimated \$140M just for SNAP (Supplemental Nutrition Assistance Program) benefits. She is part of a working group that plans to put forth a letter and recommendations in the near future. She is also working with Assistant County Manager (ACM) for Health and Human Services Joni Reynolds regarding the Child Welfare Allocation Committee.
2. Crystal River Stakeholder Group. This group will reconvene this evening to look at the Wild and Scenic Feasibility Subcommittee's work product. CA Hoyt asked if there would be an opportunity to ask the Group about the status of the Intergovernmental Agreement (IGA), because Gunnison County is active in a related water case, and Vice-Chairperson Smith stated that there would be this opportunity. There are some deadlines coming up in early 2026. Vice-Chairperson Smith and CA Hoyt will continue this discussion outside of the Board meeting.
3. Cities and Counties Acting Together (CCAT). The full Board attended this meeting last Thursday, so there was no need for a summary.

4. Early Childhood Council. Vice-Chairperson Smith informed the Board that Lana Athey will be moving on from the Council, and that she will be missed.
5. Rural Transportation Authority (RTA). Vice-Chairperson Smith and Chairperson Puckett Daniels both attended the recent meeting. The bylaws have been updated. Chicago flights will be in full swing over the holidays; flights will pause in January before returning in February and March.
6. CCI Non-session Steering Committee Meetings. Vice-Chairperson Smith and Chairperson Puckett Daniels both attended. Chairperson Puckett Daniels asked the other commissioners if they are comfortable with allowing Assistant County Manager (ACM) for Community & Economic Development Cathie Pagano and CA Hoyt to provide feedback on the Home Act, because it allows for administrative review of specific projects. Chairperson Puckett Daniels also noted that there is a bill proposed to update the property tax appeal process, and she would like CA Hoyt's opinion on that as well. The Board agreed that feedback would be helpful.

Commissioner Puckett Daniels:

1. CCI Winter Conference. During the conference, Chairperson Puckett Daniels attended interesting discussions regarding successful ballot measures and AI policies. She also attended good conversations regarding the Human Services transition and Hinsdale County's housing initiatives. Both DOLA and Hinsdale County have asked about the possibility of the Gunnison County Housing Authority and Hinsdale County partnering on solutions, and she made no commitments.
2. Gunnison Valley Regional Housing Authority. The final board meeting was held last week. Work is being tied up, and thanks went to the legal and office staff who prepared all final documentation.
3. Met Rec Board. She attended a meeting a few weeks ago, during which contributions to the Gunnison Stewardship Fund were discussed.
4. Colorado Parks and Wildlife Regional Partnership Initiatives Grant. The STOR Committee received \$225K from this grant, and it will fund the coordinator position, some gate replacements, and some facilitation for the wildlife crossings work that is in STOR's strategic plan.
5. CB South IGA for Road Maintenance. Chairperson Puckett Daniels worked with ACM Pagano and CA Hoyt on the IGA. Staff are currently working toward finalization of the IGA.

ADJOURN: Chairperson Puckett Daniels adjourned the Board of County Commissioners meeting at 10:47 am.

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

CALL TO ORDER: Chairperson Puckett Daniels called the Gunnison County Housing Authority meeting to order at 10:57 am. Chief Financial Officer Melissa LaMonica was present for discussion, and she explained that there will be many documents that will need to be signed due to the ownership transfers. She would like to have them all executed by the end of the year, hence this request for delegation of authority to CM Birnie.

RESOLUTION; EXPRESSING THE HOUSING AUTHORITY'S INTENT TO ACCEPT THE TRANSFER AND ASSUMPTION OF CERTAIN ASSETS, LIABILITIES AND FUNCTIONS OF THE GUNNISON VALLEY HOUSING AUTHORITY AND DELEGATING TO THE EXECUTIVE SECRETARY OF THE GUNNISON COUNTY HOUSING AUTHORITY THE AUTHORITY TO NEGOTIATE AND EXECUTE ALL CONTRACTS, AGREEMENTS, AND OTHER DOCUMENTS AND TO TAKE ALL NECESSARY AND PROPER ACTIONS RELATED TO THIS RESOLUTION AND RATIFYING ALL PREVIOUS ACTIONS THERETO: Moved by Commissioner Houck, seconded by Vice-Chairperson Smith to adopt and approve Resolution #2025-005 for the Gunnison County Housing Authority as presented this morning and authorize the signature of the full Board. Motion carried unanimously.

ADJOURN: Chairperson Puckett Daniels adjourned the Gunnison County Housing Authority meeting at 11:01 am.

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING: County Medical Health Officer Dr. John Tarr, ACM Reynolds, Deputy Health and Human Services Director Brad Wheaton, and Juvenile Services Director Kari Commerford were present for discussion. Clinical Services Manager (CSM) Shonna Gray arrived at 11:12 am.

CALL TO ORDER: Chairperson Puckett Daniels called the meeting to order at 11:01 am. Dr. Tarr indicated that he does not intend to reapply for the position of County Medical Health Officer after his term ends in February. He opined that another professional with more energy might be a better fit to assist ACM Reynolds and her team in response to the challenges posed by changes at the national level. He stated that the public health has been turned back approximately 100 years under the current administration in Washington, DC. He called the situation a potential public health disaster that is being faced nationally and locally. He noted that he will soon be 82 years old, and that is has been an honor and a privilege to serve in this role for approximately 25 years. He has been a medical doctor for 52 years in the Gunnison Valley, and he stated his hope that his years have made a positive difference. ACM Reynolds indicated that there will be at least one applicant for the position.

BOARD OF HEALTH UPDATES:

1. Harm Reduction. JSD Commerford informed the Board that staff continue to work with the Colorado Consortium for Prescription Drug Abuse toward provider education. In the last few months, a physician (Dr. Jackman) from Grand Junction has visited to share provider education via a dinner discussion on substance use disorder and opioid concerns. The dinner was very well attended. Staff have been visiting other agencies in Colorado to learn from partners who are doing similar work in rural areas. She also noted that Gunnison Valley Hospital (GVH) is in the process of a Rural Opioid Outpatient and Treatment (ROOT) Project; there have been stakeholder meetings to determine what an opioid response looks like from a GVH standpoint with regard to withdrawal management, detox centers, treatment support, etc. Lastly, she stated that there has been continued outreach to the community on education and intervention related to Narcan administration. Substance Use Disorder education materials are being created for use in 2026, possibly as often as monthly, to help combat misinformation and the lack of knowledge in the community. The training will be open to organizations and community members.
2. Clinical Services and Parenting Program Update. CSM Gray provided handouts showing a summary of work performed during 2025 and a plan for 2026; she provided the following verbal highlights:
 - a. Policies and Practices. Staff spent a lot of time making updates to strengthen the policies and practices. The office partnered with Colorado Reproductive Education (CORE) through a grant, which has helped to understand community engagement and how to take the community assessment. The billing process was standardized to ensure that we are receiving the maximum amount of Medicaid reimbursements and insurance billings. The office has begun the migration to the Athena electronic health record system, which is thought to be a more efficient system. It also partners well with GVH's electronic health records, and this will provide improved continuity of care for patients. The five-year Title 10 contract with the State has been renewed.
 - b. Jail Health Services. The office has begun the process of providing jail health services. They hope to be present in the jail in mid-February or early March after a provider is on board.
 - c. Contraception. The office has noticed a trend toward long-term contraception options, which results in lower patient counts as they will not need to return to the office as often.
 - d. Sexually Transmitted Infections (STI). Testing for STIs has increased to provide better service. Patients are also being referred to the office after testing positive in the Emergency Room, which indicates a good working relationship and trust with GVH.
 - e. Cancer Screenings. These screenings have increased.
 - f. Vaccinations. Over 500 flu vaccines were provided, and a lot of COVID-19 vaccinations were also requested. A travel health clinic is being planned to support international travelers. Last spring, the office held two workforce clinics to provide Tdap vaccines, which protect against tetanus, reduced diphtheria, and acellular pertussis. As well, the State provided a mobile vaccine clinic and the schools, and it was very successful. Lastly, an immunization quality improvement plan has begun with CDPHE to evaluate opportunities for improvement.
 - g. Communicable Diseases. There were five cases of tuberculosis, and all patients completed their treatments. There was one case of measles, and there were no local contacts identified from that case. There were no rabies cases.
 - h. Parenting Program. This program is for parents of 9–13-year-old children. Two classes were held, with about 30 in combined attendance. The classes have been well received by parents, and more sessions will be scheduled. This class introduces parents to support groups, which has been positive, and more groups are being evaluated to serve various other unique populations in the community.
 - i. Child Fatality Review. Staff are working on this project, which leads to injury prevention. We received a mini grant from the Office of Gun Violence Prevention, and funds were spent on lockboxes and safety devices. Staff plans to apply for additional funding when it becomes available in 2026. Aside from gun-related safety items, staff were also able to purchase bike lights and reflectors, life jackets, and hearing protection.
 - j. Nurse Family Partnership. A nurse was hired this year, and she is currently building her caseload. This provides services to first-time mothers without bachelor's degrees, and services are income related.
 - k. Parents As Teachers Program. There are currently 21 families in the Program. This services any parents of children aged 0-5 years old.
 - l. Perinatal Quality Care Collaborative. We are partnership with GVH on a grant through this Collaborative to provide services during pregnancy and through the first year after birth when substance use has been identified.

ADJOURN: Chairperson Puckett Daniels adjourned the Gunnison County Board of Health meeting at 11:29 am.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING: See separate minutes.

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Vice-Chairperson

Jonathan Houck, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2025-005**

**A RESOLUTION EXPRESSING THE HOUSING AUTHORITY’S INTENT TO ACCEPT THE
TRANSFER AND ASSUMPTION OF CERTAIN ASSETS, LIABILITIES AND FUNCTIONS OF THE
GUNNISON VALLEY HOUSING AUTHORITY AND DELEGATING TO THE EXECUTIVE
SECRETARY OF THE GUNNISON COUNTY HOUSING AUTHORITY THE AUTHORITY TO
NEGOTIATE AND EXECUTE ALL CONTRACTS, AGREEMENTS, AND OTHER DOCUMENTS AND
TO TAKE ALL NECESSARY AND PROPER ACTIONS RELATED TO THIS RESOLUTION AND
RATIFYING ALL PREVIOUS ACTIONS THERETO**

WHEREAS, the Gunnison County Housing Authority (“GHA”) is a county housing authority created and operating under the Constitution and laws of the State of Colorado, particularly C.R.S. § 29-4-501 et seq.;

WHEREAS, the Gunnison County Board of County Commissioners (“County”) first authorized the creation of the GHA by Resolution Nos. 1979-33 and 1979-34;

WHEREAS, the current and operating GHA was formed on August 17, 1982, pursuant to the Certificate of Formation of the Gunnison County Housing Authority, said Certificate being accepted by the Colorado Division of Housing on August 18, 1982;

WHEREAS, the GHA is authorized pursuant to C.R.S. § 29-4-505 to “make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority”, to “to exercise any of the public powers granted to city housing authorities” and to “do all acts and things necessary or convenient to carry out the powers” of the GHA;

WHEREAS, the Gunnison Valley Regional Housing Authority (“GVRHA”) is a Colorado multijurisdictional housing authority organized pursuant to C.R.S. § 29-1-204.5;

WHEREAS, Pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, on July 10, 2012, the County, the City of Gunnison, the Town of Crested Butte, and the Town of Mt. Crested Butte entered into an Intergovernmental Agreement establishing the GVRHA;

WHEREAS, the foregoing governmental entities are signatories to the Fourth Amended and Restated Intergovernmental Agreement, which currently governs the affairs of the Authority;

WHEREAS, GVRHA desires to engage in an orderly transfer of assets, liabilities, contractual obligations, management responsibilities, including the provision of certain enumerated services heretofore provided by GVRHA, from GVRHA to the GHA;

WHEREAS, pursuant to its bylaws first adopted by Gunnison County Resolution No. 1979-34 and C.R.S. § 29-4-504(5), the GHA Board has appointed the County Manager to act as the Executive Secretary of GHA;

WHEREAS, pursuant to its bylaws and C.R.S. § 29-4-504(5), the GHA Board “may delegate to one or more of its agents or employees such powers or duties as it may deem proper[;]”

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

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

WHEREAS, the Executive Secretary and the GHA Board anticipate that the Executive Secretary will be required to execute agreements and contracts with GVRHA and other persons or entities and take such additional and appropriate steps to facilitate the orderly transfer of assets, liabilities, contractual obligations, management responsibilities, including the provision of certain enumerated services heretofore provided by GVRHA, from GVRHA to the GHA;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority ("Board") that

1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board.
2. The Board hereby expresses its desire and intent to assume certain functions, including the obligation to provide certain services, previously performed by the GVRHA, and to accept the conveyance(s) and assignment(s) all of GVRHA's assets and liabilities, subject to the terms of agreement(s) negotiated and executed between GVRHA and GHA and any necessary third parties.
3. The Board hereby delegates to the Executive Secretary, who is also the County Manager, or his or her designee, the authority to take all acts and negotiate and execute all contracts, agreements and other such documents necessary to effectuate the intent and purpose of this Resolution; including not limited to opening all necessary and appropriate deposit, operating, reserve and other financial accounts.
4. All actions heretofore taken and not expressly inconsistent with the provisions of this Resolution by the Board or the officials, officers, agents or employees of the County, including but not limited to the Executive Secretary, relating to the intent and purpose of this Resolution are hereby ratified, approved and confirmed nunc pro tunc.
5. The Executive Secretary, and other employees and officials of Gunnison County are hereby authorized and directed on behalf of GHA to execute and deliver for and on behalf of the County any and all additional certificates, documents and other papers, and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Resolution. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by the Executive Secretary prior to the execution of the documents, except that all such documents shall be provided to the County Attorney or his or her designee, or other counsel for the GHA, for review for legal sufficiency prior to execution. The execution of any instrument by the appropriate officers of GHA herein authorized shall be conclusive evidence of the approval by GHA of such instrument in accordance with the terms hereof.
6. Nothing in the resolution shall be construed to afford any person or entity any cause of action against GHA, Gunnison County, or any of their respective officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.
7. All orders, instructions, motions and resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This paragraph shall not be construed to revive or revise any ordinance, motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any GHA Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.
8. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.
9. This Resolution shall be in full force and take effect immediately upon its passage and approval, and shall remain in effect unless and until repealed or amended by subsequent Resolution.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 16th day of December, 2025.

GUNNISON COUNTY HOUSING AUTHORITY

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 1/6/2026

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft BOCC Minutes; 1/6/2026

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: 1/9/2026

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Consent Agenda

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Regular Agenda

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Worksession

Time Allotted: 1

Agenda Date: 1/20/2026

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
January 6, 2026**

The January 6, 2026 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 LOCAL LIQUOR LICENSING AUTHORITY MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 9:00 am.

PUBLIC HEARING; COLORADO LIQUOR RETAIL APPLICATION; BURTS LLC DBA THE CABIN; 207 ELCHO AVE, CRESTED BUTTE, CO 81224: Clerk and Recorder Kathy Simillion was present for discussion.

1. Open Public Hearing. Commissioner Puckett Daniels opened the Public Hearing at 9:00 am.
2. Public Notice Confirmation. Clerk Simillion confirmed that the Public Hearing had been properly public noticed.
3. Identify Ex Parte Communications. There were no ex parte communications identified.
4. Staff Presentation. Clerk Simillion stated that all legal requirements have been met and she has not received any correspondence regarding this application.
5. Applicant Presentation. The applicant had nothing additional to share.
6. Board Questions. There were no questions from the Board.
7. Public Comments. Commissioner Puckett Daniels opened the Public Hearing to comments at 9:03 am. There were no public comments.
8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. N/A
10. Close Public Hearing. Commissioner Puckett Daniels closed the Public Hearing at 9:04 am.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 9:04 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 9:36 am.

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC) BOARD REORGANIZATION AND COMMISSIONER APPOINTMENTS:

1. Designate BOCC Chairperson and Vice Chairperson for 2026 – Commissioner Smith is happy to support Commissioner Puckett Daniels continuing the Chair position or stepping in herself. Commissioner Houck would like to not be in either position due to the importance of rotating members and his previous service as Chair and Vice-Chair. Commissioner Puckett Daniels is happy to continue being the Chair. **Moved** by Commissioner Houck, seconded by Commissioner Smith to have Commissioner Laura Puckett Daniels continue for the next year as the Chairperson of the Gunnison County Board of County Commissioners, and Commissioner Liz Smith serve for the next year as Vice Chairperson for the Board of County Commissioners for Gunnison County. Motion carried unanimously.
2. Gunnison Valley Rural Transportation Authority Board (two voting members, one-year terms) – Commissioner Puckett Daniels and Commissioner Smith would like to continue serving on this board.
3. Region 10 Board (one voting member, one-year term) – Commissioner Houck would like to continue his term on Region 10.
4. Early Childhood Council (one voting member, one-year term) – Commissioner Smith would like to continue her role but is open to transition to Commissioner Puckett Daniels in the future due to her increasing interest.

5. Rural Welcoming Initiative Committee (one non-voting advisory member, one-year term) – Commissioner Smith would like to continue her role on this committee.
6. Southwest Colorado Opioid Regional Council (one voting member, two-year term) – Commissioner Smith would like to see staff be appointed in the council in the future, as a Commissioner is not required, but she is happy to continue for this year.
7. Sustainable Tourism and Outdoor Recreation Committee (STOR) (one voting member, three-year term) – Commissioner Puckett Daniels would like to continue her role with STOR.
8. Club 20 (one voting member, one-year term) – Commissioner Smith asked Commissioner Houck about the value of continuing participation from the County. Commissioner Houck replied that he thinks the County could go either way, but Gunnison County balances out conversations and brings a different perspective to the table. After some discussion, it was decided that the County will continue to participate this year.

Discussion ensued about other designations such as Colorado Counties, Inc. Steering Committees (CCI), Counties & Commissioners Acting Together (CCAT), and Water Quality & Quantity (QQ) and it was noted to decide on those at the next Regular meeting. **Moved** by Commissioner Houck, seconded by Commissioner Smith that for the calendar year of 2026, the following appointments are made as representatives and in some of these voting capacity of the Board of County Commissioners: for the Gunnison Valley Regional Transportation Authority Board, Commissioner Smith and Commissioner Puckett Daniels; for the Region 10 Board, Commissioner Houck; for the Early Childhood Council, Commissioner Smith; for the Rural Welcoming Initiative Committee, Commissioner Smith; for the Southwest Colorado Opioid Regional Council, Commissioner Smith; for the Sustainable Tourism and Outdoor Recreation Committee, Commissioner Puckett Daniels; and for Club 20, though not in a physical designation, we are authorizing Commissioner Houck to reapply to the board through their caucus process and be a voice for Gunnison County in its capacity as a commissioner. Motion carried unanimously.

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the December 15th, 2025 Special Meeting minutes as presented, the December 19th, 2025 Special Meeting minutes as presented, and the December 30th, 2025 Special Meeting minutes as amended in the record. Motion carried unanimously.

1. December 15, 2025 Special Meeting
2. December 19, 2025 Special Meeting
3. December 30, 2025 Special Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

1. 2026 Board of County Commissioners Meeting Agenda Posting Locations – **Moved** by Commissioner Houck, seconded by Commissioner Smith that for the calendar year 2026, the Gunnison County Board of County Commissioners meeting agenda positing locations will be online at the gunnisoncounty.org website, and the physical location will be the bulletin board immediately outside the entrance to the Board of County Commissioners meeting room. Motion carried unanimously.

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

1. Airline Operating Agreement and Lease of Airport Facilities; American Airlines; Gunnison-Crested Butte Regional Airport; 1/1/2026 to 12/31/2030
2. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Colorado Parks and Wildlife; Regular Kathy Griffin; Alternate Miranda Middleton
3. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; High Country Citizens' Alliance; Regular Sue Navy; Alternate Jon Hare
4. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; National Park Service; Regular Brinnen Carter; Alternate Jessica Frey
5. Grant Application; 2026 Human Milk Feeding Supportive Funding Program; Health and Human Services; \$1,738
6. Airport Services Agreement; Jackalope Services LLC dba Bethany J Montlary; Gunnison-Crested Butte Regional Airport; 1/1/2026 to 12/31/2026; \$80,000
7. State of Colorado Contract Modification; 2026*2711; Health and Human Services; 1/1/2025 to 6/30/2026; \$210,000
8. Grant Application; Colorado Opioid Abatement Council; Health and Human Services; \$748,993.33
9. Statement of Work; Colorado Maternal and Child Health (MCH) Program; Health and Human Services; \$11,794.50
10. Trade Contractor Agreement; GeoStabilization International, LLC; Public Works; 12/16/2025 to 6/15/2026; \$267,000
11. Intergovernmental Agreement for Use of Gunnison County Fairgrounds and Multi-purpose Building for Emergencies; Gunnison Valley Health
12. Emergency Transportation Services Intergovernmental Agreement; Gunnison Valley Regional Transportation Authority
13. Amendment #1; Professional Services Agreement; JEO Consulting Group, Inc.; \$6,100
14. Professional Services Agreement; Mother Sage, LLC; Health and Human Services; 1/6/2026 to 6/30/2026; \$5,000

- 15. Statement of Work; FAAA 202600006273; Health and Human Services; 12/11/2025 to 9/30/2026; \$40,000
- 16. Acknowledgment of County Manager's Signature; Indemnification Agreement; Pitchfork Association; Facilities; 1/1/2025 to 6/1/2026
- 17. Letter of Support; Representative Jeff Hurd; Wildlife Road Crossings Program Reauthorization Act

COLORADO COUNTIES, INC. (CCI) 2026 STEERING COMMITTEE DESIGNATION OF PROXY:

Commissioner Puckett Daniels noted they have historically designated Assistant County Manager for Health, Human and Safety Services Joni Reynolds for the proxy and confirmed she is willing to continue the designation. **Moved** by Commissioner Houck, seconded by Commissioner Smith to appoint Assistant County Manager for Health, Human (and Safety) Services Joni Reynolds, as our proxy vote for Health and Human Services-related issues at CCI, and authorize the Chair's signature on the form. Motion carried unanimously.

REPLAT; LUC-25-00010; SUNHOUSE TOWNHOMES: Planner I Caroline Danielson and Attorney Kendall Burgemeister were present for discussion.

Planner Danielson and Attorney Burgemeister did not have anything additional from the memo to note for the conversation. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve LUC-25-00010 for Sunhouse Townhomes replat and authorize the Chair's signature on the plat. Motion carried unanimously.

GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS:

- 1. 7th Judicial Community Corrections Board (Fill one Regular vacancy for a two-year term)
 - Applicant:
 - 1. Susan Coykendall
- 2. Board of Adjustment (Fill two Regular vacancies and two Alternate vacancies for one-year terms)
 - Applicants:
 - 1. Andrew Brookhart
 - 2. John O'Neal
 - 3. Andy Tocke
- 3. Gunnison Cemetery District Board (Fill one Regular vacancy for a six-year term)
 - Applicant:
 - 1. Marlene Crosby
- 4. Environmental Health Board (Fill one Regular vacancy for a three-year term, and fill two Alternate vacancies for one-year terms)
 - Applicants:
 - 1. Shea Earley
 - 2. Kari Roberts
- 5. Extension Advisory Committee (Fill two Regular vacancies for three-year terms)
 - Applicants:
 - 1. Shelly Sabrowski
 - 2. Rhonda Wenum
- 6. Gunnison Basin Sage-grouse Strategic Committee
 - Public At-Large (Fill one Regular vacancy and one Alternate vacancy for two-year terms)
 - Applicant:
 - 1. Peter Caloger
 - Recreation At-Large (Fill one Regular vacancy and one Alternate vacancy for two-year terms)
 - Applicant:
 - 1. Tim Kugler
 - Research & Education At-Large (Fill one Regular vacancy and one Alternate vacancy for two-year terms)
 - Applicants:
 - 1. Sarah Elzay
 - 2. Pat Magee
- 7. Gunnison Watershed Weed Commission (Fill three Regular vacancies for three-year terms)
 - Applicants:
 - 1. Tom Eager
 - 2. James Johnson
 - 3. Lorraine Rup
- 8. Library Board of Trustees (Fill two Regular vacancies for five-year terms)
 - Applicants:
 - 1. David Baumgarten
 - 2. Pamela Montgomery
- 9. Region 10 Gunnison Valley Transportation Planning Region Committee (Fill one Regular vacancy and one Alternate vacancy for one-year terms)

- Applicants:
 1. Colleen Hannon
 2. Martin Schmidt
- 10. Southwest Colorado Opioid Regional Council (Fill one Health Care Representative vacancies for a two-year term)
 - Applicant:
 1. Kyle Tibbett
- 11. Tenderfoot Child & Family Development Center Board of Directors (Fill one County Employee Representative vacancy for a three-year term)
 - Applicant:
 1. Emily Mirza
- 12. Western Regional EMS Council (Fill one Regular vacancy for a four-year term)
 - Applicants:
 1. Robert Weisbaum

Moved by Commissioner Smith, seconded by Commissioner Houck to appoint Susan Coykendall to the 7th Judicial Community Corrections Board for a full Regular vacancy to your term, to the Board of Adjustment Andrew Brookhart and Andy Tocke to Regular vacancies and John O'Neal to the Alternate vacancy, for Gunnison Cemetery District Board, Marlene Crosby for a Regular vacancy, for Environmental Health Board Kari Roberts as an Alternate and Shea Earley as a Regular vacancy, for Extension Advisory Committee Shelly Sabrowski and Rhonda Wenum, two regular vacancies, for Gunnison Basin Sage-grouse Strategic Committee Peter Caloger for the Regular vacancy for Public At-Large, Tim Kugler for the Regular vacancy for Recreation At-Large, Sarah Elzay as the Regular Vacancy and Pat Magee as the Alternate for Research and Education At-Large, for Gunnison Watershed Weed Commission, three Regular vacancies filled by Tom Eager, James Johnson, and Lorraine Rup, for Library Board of Trustees David Baumgarten to a Regular vacancy and Pamela Montgomery to a Regular vacancy, for Region 10 Gunnison Valley Transportation Planning Region Committee Martin Schmidt as the Regular vacancy and Colleen Hannon as the Alternate vacancy, for Southwest Colorado Opioid Regional Council Kyle Tibbett as a two-year term voting member, for Tenderfoot Child and Family Development Center Board of Directors Emily Mirza for the County Employee Representative vacancy, for Western Regional EMS Council Robert Weisbaum for a Regular vacancy. Motion carried unanimously.

BREAK: The Board elected to not have a break to stay on time with the meeting.

ADJUSTMENTS TO KEBLER SNOWMOBILE PARKING POLICY REQUEST: Assistant County Manager for Public Works Martin Schmidt was present for discussion.

Commissioner Puckett Daniels relayed the background information regarding the Kebler parking pass. She then explained there was a request for snowmobile parking privileges from a resident who lives on the Paonia side of Kebler Pass and is outside the eligibility region designated. ACM Schmidt also commented that Crested Butte Avalanche Center has also requested a snowmobile pass. CA Hoyt asked about the effect on potential forest permits, and ACM Schmidt confirmed it has no effect. The Board is comfortable offering this to the Crested Butte Avalanche Center for public health and safety but is concerned about the precedent that is set if other residents are permitted parking. **Moved** by Commissioner Houck, seconded by Commissioner Smith to provide an amendment to the Kebler Snowmobile Parking Policy to allow the issuance of a single permit to the Crested Butte Avalanche Center for their official duties in avalanche forecasting and going out and doing conditions on the ground. Commissioner Puckett Daniels amended to include one snowmobile permit. Motion carried unanimously.

REQUESTS FOR WAIVER OF GUNNISON COUNTY STANDARDS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION; ACCESS PERMIT APPLICATION AND LUC-25-00011; PARCEL #3257-273-00-027 (CONTINUED FROM DECEMBER 16, 2025): Assistant County Manager for Public Works Martin Schmidt and Planning Director Hillary Seminick were present for discussion.

ACM Schmidt confirmed that all public comment received are included in the packet. CA Hoyt reiterated the Road and Bridge Standards' six factors that the applicant must establish on clear and convincing evidence and then gave the definition of clear and convincing evidence.

Commissioner Puckett Daniels appreciated the extra time to think about this request and noted she is conflicted on this waiver as she wonders about the adverse effects on health and safety. Commissioner Smith noted that her interpretation of the conversation, public hearing and applicant's materials were that it did not provide clear and convincing evidence in support of the waiver. Commissioner Houck stated that there is existing access to the parcel that can be developed further and expressed concerns around changing traffic patterns and the impact residents adjacent and neighbors. CA Hoyt recommended giving staff instructions to prepare a decision document. There was further discussion regarding individual reasonings for approval versus denial. **Moved** by Commissioner Houck, seconded by Commissioner Smith to direct staff to prepare a document that based on our discussion, denies the waiver for more than one access and in doing so renders moot the second question around the waiver for angle of approach. Commissioner Houck mentioned that he is open to further discussion if there are other things that should be included in the memo that he did not include in the motion. Motion carried unanimously.

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

COMMISSIONER ITEMS:

Commissioner Puckett Daniels:

- 1. Wildlife Vehicle Collision Subcommittee – National Park Service (NPS) Integrated Resource Manager Brinnen Carter, who has been an ally for prevention work, invited everyone out to Black Canyon of the Gunnison National park to visit other elected officials and to have a better understanding of the recovery of the park since the fire. Commissioner Houck added that an important note to tether to the conversation is that one of the four elements of the Colorado Outdoor Recreation & Economy (CORE) Act was to secure a county boundary designation.

Commissioner Smith:

- 1. Crystal River Wild and Scenic Subcommittee – Commissioner Smith attended the hybrid meeting on the 16th and discussion regarding the need to address concerns and whether the subcommittee should continue occurred.
- 2. Child Welfare – Commissioner Smith, ACM Reynolds, and CA Hoyt had a meeting to discuss whether potentially more Health and Human Services staff should attend meetings in order to have more voice within the meetings.

Commissioner Houck:

- 1. Center for Public Lands Director Briget Eastep – Commissioner Houck met with Director Eastep to discuss the inventory of projects and what is still occurring. Adaptive Management approaches in relation to the flexibility to provide treatments without compromising the science and regulatory processes were also discussed.
- 2. Uncompahgre Field Office (UFO) Group – Commissioner Houck conferred with Paralegal Errol Davis to ensure Gunnison County Representation within the UFO Group.
- 3. Wolf Reintroduction – Commissioner Houck relayed there was a letter issued from the Director of U.S. Fish and Wildlife Service compelling the State to reply to them with specific questions regarding management.
- 4. Trail closures – Commissioner Houck reminded the community of the trail closures that went into effect January 1st which included trails north of the Contour Trail and the trails on Signal Peak.

EXECUTIVE SESSION, PURSUANT TO C.R.S. § 24-6-402(4)(B) CONFERENCE WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON A DELINQUENT LANDFILL ACCOUNT AND C.R.S. § 24-6-402(4)(E)(I), FOR DETERMINING POSITIONS RELATIVE TO THE MATTER THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS:

Moved by Commissioner Puckett Daniels, seconded by Commissioner Smith to go into executive session pursuant to C.R.S. § 24-6-402(4)(b) conference with the County Attorney for Gunnison County for the purpose of receiving legal advice on a delinquent landfill account and C.R.S. § 24-6-402(4)(e)(i), for determining positions relative to the matter that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators. Participating in executive session will be the full Board of County Commissioners, County Attorney Matthew Hoyt, County Manager Matthew Birnie, Assistant County Manager for Public Works Martin Schmidt and Assistant County Attorney Sammy Obaid. Motion carried unanimously.

The board went into executive session at 11:37 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b)(e)(i).*

Attorney Statement Regarding Executive Session

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

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Laura Puckett Daniels, Chairperson
Gunnison County Board of Commissioners

Moved by Commissioner Houck, seconded by Commissioner Smith to come out of executive session. The participants were consistent with those read into the record in the motion. No decisions were made, and any direction will be given on record. Motion carried unanimously.

The Board came out of executive session at 11:54 am. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to direct the County Attorney's Office to take all appropriate steps to address the delinquent landfill account. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 11:55 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 1/2/2026 thru 2/28/2026

Board of County Commissioners

1. BOCC Regular Meeting
January 20, 2026, All Day @ BOCC Boardroom
2. BOCC Work Session
January 27, 2026, All Day @ BOCC Boardroom
3. BOCC Regular Meeting
February 3, 2026, All Day @ BOCC Boardroom
4. BOCC Work Session
February 10, 2026, All Day @ BOCC Boardroom
5. BOCC Regular Meeting
February 17, 2026, All Day @ BOCC Boardroom
6. BOCC Work Session
February 24, 2026, All Day @ BOCC Boardroom

Gunnison County Organization

1. Holiday - Martin Luther King, Jr.'s Birthday - Offices Closed
January 19, 2026, All Day
2. Holiday - Washington's Birthday - Offices Closed
February 16, 2026, All Day

Gunnison-Hinsdale Board of Human Services

1. Gunnison-Hinsdale Board of Human Services Meeting
February 17, 2026, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Stop Loss Product Sold Quote Summary; HCC Life Insurance

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and HCC Life Insurance Company

Term Begins: 01/01/2026

Term Ends:

Grant Contract #:

Summary:

This is an updated sold quote summary for the 2026 Stop Loss Insurance with HCC Life Insurance Company.

Fiscal Impact: 618,500

Submitted by: Lauren Trautz

Submitter's Email Address: ltrautz@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman

Discharge Date: 1/12/2026

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 1/14/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/14/2026

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/15/2026

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 1/20/2026

10/31/2025

HCC Life Insurance Company

Stop Loss Product SOLD QUOTE SUMMARY

Applicant: Gunnison County, Colorado
Address: 200 East Virginia Ave.
Gunnison, CO 81230

Employee Benefit Plan Name: Gunnison County Benefit Plan

Producer Name: Imagine 360 Administrators, LLC – Southwest Producer Contact: Veronica Hunt
1550 Liberty Ridge Drive, Suite 330
Wayne, PA 19087

Effective Date: 01/01/2026

Expiration Date: 12/31/2026

of Employee (s): 104 Total: 167
of Employee + Spouse (s): 28
of Employee + Children: 11
of Family (s): 24

Retirees Covered: ☐ Yes ☒ No

	Claims Administrator	Premium Administrator
Name	<u>Imagine 360 Administrators, LLC</u>	<u>Imagine 360 Administrators, LLC</u>
Street	1550 Liberty Ridge Drive Suite 330	1550 Liberty Ridge Drive Suite 330
City/St	Wayne, PA	Wayne, PA
Contact		

Commission

Name Strategic Healthplan Consulting, LLC

City/St Crested Butte, CO

Cost Containment Program(s):

ELAP Plus	(# lives): 167

(Note, only the first 20 Managed Care Networks are shown; if there are additional please refer to Sold Proposal)

Pre-Certification Vendor: HealthWatch - UR

SPECIFIC STOP LOSS COVERAGE

Coverages: Medical, Prescription Drug Card

Claims Basis: Incurred in Contract Period + 12 Months / Paid in Contract Period

Deductible: Individual ☒ Family ☐

Specific Deductible: \$70,000

Separate Individual Specific Deductible:

Specific Contract Period Maximum Reimbursement Per Person: Unlimited

Split Funding Option: Yes ☒ No ☐

Estimated Corridor Amount: \$40,000.00

Specific Rates:

Single: \$183.03 Employee + Spouse: \$364.58 Employee + Child: \$322.67 Family: \$547.60

Specific Terminal Liability Option: Yes ☐ No ☒

CAP Option: Yes ☐ No ☒

AGGREGATE STOP LOSS COVERAGE

	Single	Employee + Spouse	Employee + Child	Family
Combined	\$862.52	\$1,718.15	\$1,520.63	\$2,580.66
Medical				
Dental				
Weekly Income				
Vision				
Prescription Drug Card				

Coverages: Medical, Prescription Drug Card

Claims Basis: Incurred in Contract Period + 12 Months / Paid in Contract Period

Aggregate Deductible: \$2,597,676.60

Minimum Aggregate Deductible: \$2,597,676.60

Loss Limit: \$70,000

Aggregate Contract Period Reimbursement Maximum \$1,000,000

Aggregate Premium: Composite: \$8.79

Monthly Advance Reimbursement Option: Yes ☐ No ☒

Terminal Aggregate Liability: Yes ☐ No ☒ (included in Aggregate Premium)

Split Funded Aggregate Option: Yes ☐ No ☒

LIMITATIONS

MISCELLANEOUS

If Subsidiaries exist under a different name, please attach a listing of each subsidiary with name, address and number of employees at the subsidiary.

Producer has reviewed and confirmed all information on this Summary is correct and any changes or additional information has been made above. The Application and the Stop Loss Policy will match the terms shown above.

Name of Individual who will be signing the Application and any Endorsements as the Licensed Agent:

Name:_____ **Title:**_____
Please Print Name Please Print Title

PRODUCER'S SIGNATURE:_____ Date:_____

7950 Legacy Drive Suite 600 Plano, TX 75024

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
ENDORSEMENT

Policy Number: HCL42247

Endorsement Number: 2

Policyholder: Gunnison County

Effective Date of Endorsement: 01/01/2025

You and We agree that the above Policy is amended as follows:

Article IV.A. 3 is hereby deleted and replaced with the following:

3. LATE CLAIMS: Any claim where notice of a claim is not provided within 90 days after the last date for which Plan Benefits can be reimbursed under the terms of the Policy, or any claim where complete information, as outlined in Article IV.A.2, has not been provided to US within 180 days after the last date for which Plan Benefits can be reimbursed under the terms of the Policy, will be denied, whether or not the delay has prejudiced US.

Article IV.B.4 is hereby deleted and replaced with the following:

4. CLAIM FILING: You must file a request for reimbursement with Us on Our customary Notice form within 90 days after the last date for which Plan Benefits can be reimbursed under the terms of the Policy. A completed Proof of Loss form with all required and or requested information must be provided to US within 180 days after the last date for which Plan Benefits can be reimbursed under the terms of the Policy. You or Your Plan Supervisor's failure to file a claim within these deadlines will result in claims denial, whether or not the delay has prejudiced US.

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Gunnison County

Full Legal Name of Applicant / Policyholder

For HCC Life Insurance Company Office Use Only: ACCEPTANCE

Accepted By: 

Title: Vice President, Compliance

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
SPLIT FUNDED ENDORSEMENT

Policy Number: HCL42247

Endorsement Number: 1

Policyholder: Gunnison County

Effective Date of Endorsement: 01/01/2025

SPLIT FUNDED ENDORSEMENT

Notwithstanding any other provisions of the Policy, the provisions of this Endorsement shall be used to determine the amount of Specific Stop Loss Insurance benefits payable by Us.

You and We agree that the above Policy is amended as follows:

1. You shall pay for all Covered Expenses:
 - A. Which are used to satisfy the Specific Deductible shown on Your Application for each Covered Person, and
 - B. Which exceed the Specific Deductible up to an amount (hereinafter called Split Funded Liability) as set forth in this Endorsement.
2. Your Split Funded Liability, for the purposes of this Endorsement, is \$40,000.00.
3. We will not be responsible for paying any Specific Stop Loss Insurance Benefits under the Policy until You have paid the Split Funded Liability as set forth in this Endorsement.
4. If the Specific Stop Loss Insurance is terminated before the end of the Policy Period, the added Split Funded Liability will not be eliminated or reduced in any way. Such terminations will take effect pursuant to Article VII of the Policy.
5. To the extent that there is any conflict between the terms of this Endorsement and the Policy, the terms of this Endorsement will control.
6. This Endorsement will terminate on the first to occur of:
 - A. The end of the Policy Period, or
 - B. Your failure to comply with any provision of this Endorsement, or
 - C. Termination of the Policy pursuant to Article VII of the Policy.

You understand that it is Your responsibility to pay the Split Funded Liability amount of \$40,000.00 over and above the amounts used to satisfy the Specific Deductible shown on Your Application. Our responsibility for reimbursement begins with those Covered Expenses that are in excess of the Specific Deductible plus the Split Funded Liability.

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
SPLIT FUNDED ENDORSEMENT

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Gunnison County

Full Legal Name of Applicant/Policyholder

Gunnison CO 1/21/25
Signed At / Date Signed



Officer/Partner Signature

(print name)



Witnessed (Licensed Agent) Signature

FOR HCC LIFE INSURANCE COMPANY USE ONLY:

ACCEPTANCE

Accepted on behalf of the Company, this 24th day of February, 20 25

By: Brad Long

Title: Vice President, Compliance

HCC LIFE INSURANCE COMPANY

225 TownPark Drive, Suite 350
Kennesaw, Georgia 30144
800-447-0460

STOP LOSS POLICY

THIS IS A LEGAL CONTRACT - PLEASE READ IT CAREFULLY

Policy Number: HCL42247

Policyholder: Gunnison County

Principal Address: 200 East Virginia Ave.

Gunnison, CO 81230

Claims Administrator (or TPA): Imagine 360 Administrators, LLC

This Policy is issued in consideration of Your Application, Your Plan Document, the disclosure statement and the payment of premiums.

The effective date of this Policy is 12:01 a.m., at Your address and the expiration date of this Policy is 11:59 p.m., as shown below at Your principal address.

Original Effective Date: 01/01/2025

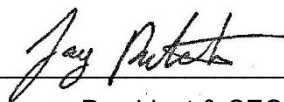
Effective Date of this Policy: 01/01/2025

Expiration Date: 12/31/2025

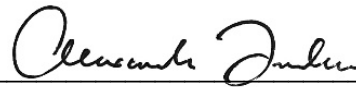
This Policy is issued by Us as of the effective date but is not valid unless countersigned by Our duly authorized representative.

Jurisdiction of Issue: Colorado

This policy is governed by the laws of the jurisdiction of issue.



President & CEO



Corporate Secretary

NON-PARTICIPATING INSURANCE POLICY

This is a reimbursement policy. You, or Your Claims Administrator, are responsible for making benefit determinations under Your Medical Benefit Plan. We have no duty or authority to administer, settle, adjust or provide advice regarding claims filed under Your Medical Benefit Plan.

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ARTICLE I. DEFINITIONS

When used in this Policy, the following terms will have the meanings as indicated below:

ANNUAL AGGREGATE DEDUCTIBLE. For any one Policy Period, (or any fraction thereof, if the Policy terminates during the Policy Period) the total of the number of Covered Single or Family units multiplied by its corresponding Monthly Aggregate Factor, applied each month that the Policy is in-force. In no instance shall the Annual Aggregate Deductible be less than the Minimum Annual Aggregate Deductible.

AGGREGATE PERCENTAGE REIMBURSABLE. The percentage of Covered Expenses to be reimbursed that were Paid under the Medical Benefit Plan in excess of the Annual Aggregate Deductible.

AGGREGATE POLICY PERIOD REIMBURSEMENT MAXIMUM. The maximum amount We will reimburse the Policyholder for Covered Expenses during each Policy Period under the terms of the Aggregate Stop Loss Insurance as shown on the Application.

CLAIMS ADMINISTRATOR (or TPA). The person or entity selected by the plan sponsor to perform administrative services for the Medical Benefit Plan, including payment of claims.

The term "Claims Administrator" as used in this Policy does not refer to the Plan Administrator used in the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, unless the Policyholder has specifically appointed the Claims Administrator as such.

COBRA BENEFICIARY. Any former Covered Person of the Medical Benefit Plan continuing participation under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and its amendments.

COMPANY. Company, We, Our, and Us refers to HCC Life Insurance Company.

COMPLETE CLAIMS HISTORY. All of the following for a minimum of 12 consecutive months immediately preceding the Policy Period:

1. Participant census, and
2. Eligibility information, and
3. Claims Experience, and
4. Large Claim Disclosures, and
5. Details of any condition shown on the trigger diagnosis List in the disclosure statement, if requested during underwriting.

CONTRACT BASIS. The form of coverage shown on the Application that was selected by the Policyholder. The Contract Basis shall be considered in determining what Covered Expenses will be reimbursed by Us.

CONTRACT MONTH. A period of one-month that begins on:

1. The effective date of this Policy, or
2. The same day of each following month during the Policy Period.

COST CONTAINMENT PROGRAM. A program designed to reduce or control the cost of providing Plan Benefits to participants of the Medical Benefit Plan.

COVERED EXPENSES. Plan Benefits incurred by a Covered Person (or Covered Family):

1. For which benefits are Paid by the Policyholder under Your Medical Benefit Plan, and
2. Which are not in excess of the Reasonable and Customary Charge for those services, and
3. Which are Medically Necessary for the treatment of an illness or injury or for any preventative care covered by Your Medical Benefit Plan, and
4. Which are reimbursable under this Policy subject to its terms, deductible(s), limitations and exclusions.

Plan Benefits provided by Your Medical Benefit Plan that are specifically excluded by this Policy are not considered Covered Expenses. Covered Expenses shall not include any expenses which are not reimbursable under this Policy, such as:

1. The expenses related to processing a claim payment, or
2. PPO discounts, network or negotiated discounts, rebates and other reductions from billed charges, whether or not they were actually deducted from Plan Benefits, or
3. Salaries paid to any individual, or
4. Claims Administrator's fees, or
5. Litigation expenses, or
6. Premiums paid for coverage under this Policy.

COVERED FAMILY. The Covered Person and his or her dependents covered under Your Medical Benefit Plan.

COVERED PERSON. If so indicated on the Application, an individual covered under Your Medical Benefit Plan. This may include:

1. Legally employed covered employees or participants, and
2. Covered dependents, and
3. Participating COBRA Beneficiaries, and
4. Retirees.

COVERED UNITS. A Covered Person, a Covered Family, or such other defined unit as agreed upon between You and Us in writing.

DEDUCTIBLE. The amount of Covered Expenses You must pay before Aggregate Stop Loss Insurance and / or Specific Stop Loss Insurance benefits become reimbursable. The Deductible(s) is / are shown on the Application issued to You. See also:

1. Annual Aggregate Deductible, and
2. Specific Deductible, and
3. Specific Family Deductible.

ELIGIBLE. Eligible under Your Medical Benefit Plan.

INCURRED. The date on which medical care or a service or supply is provided to a Covered Person for Plan Benefits under Your Medical Benefit Plan for which a charge results.

LARGE CLAIM DISCLOSURE. You, with the assistance of Your Claims Administrator, agree to disclose to Us any known or potential shock losses. Shock Losses are:

1. Injuries, and
2. Illnesses, and
3. Diseases, and
4. Diagnoses, and
5. Any condition listed on the trigger diagnosis list, and
6. Other losses of the type, which are reasonably expected or are likely to result in significant medical expense or liability.

All losses that exceed 50% of the Specific Deductible must be reported to Us in accordance to Article IV, Paragraph A.4.

LOSS LIMIT. The maximum amount of Covered Expenses Incurred by each Covered Person (or Covered Family), which can be used to satisfy the Annual Aggregate Deductible. This amount is shown in the Application. The maximum allowable amount of Covered Expenses by a Covered Person who has been assigned a Separate Individual Specific Deductible will be the specified amount as shown under the Loss Limit on the Application, regardless of that Covered Person's Separate Individual Specific Deductible.

MEDICAL BENEFIT PLAN. The medical benefits You have agreed to provide under a plan of benefits for Your Eligible employees and their Eligible dependents, whether or not it is subject to the Employee Retirement Income Security Act of 1974, as is or as may be amended.

MINIMUM ANNUAL AGGREGATE DEDUCTIBLE. For each Policy Period, the number of Contract Months times the Monthly Aggregate Factor times the number of Covered Units. Covered Units shall be based on the first month's enrollment or the quoted enrollment whichever is greater. The Minimum Annual Aggregate Deductible as shown on the Application is based on the quoted enrollment and it is subject to change if the first month's enrollment is greater.

MONTHLY AGGREGATE DEDUCTIBLE. The Monthly Aggregate Deductible is determined for each Contract Month by multiplying the number of Covered Units for that month by the applicable Monthly Aggregate Factor(s) shown on the Application.

MONTHLY AGGREGATE FACTOR. The amount specified in the Application.

MONTHLY SPECIFIC PREMIUM RATES. The amounts specified in the Application.

NET PAID CLAIMS. The sum of Covered Expenses Paid during the Policy Period by You less the sum of all amounts paid by You that exceeds the Loss Limit of any Covered Person(s).

ORIGINAL EFFECTIVE DATE. The first day of the Policy Period of Your initial Stop Loss Policy with Us. If coverage has not been continuous with Us, then the Original Effective Date shall be the first day of the most recent continuous coverage.

PATIENT CARE SERVICES. Health care items or services that are furnished to an individual enrolled in a Qualified Clinical Trial, which are consistent with the usual and customary standard of care for someone with the patient's diagnosis, is consistent with the study protocol for the clinical trial and would be covered if the patient did not participate in the Qualified Clinical Trial.

Patient Care Services must be determined to be eligible under Your Medical Benefit Plan.

Patient Care Services do not include any of the following:

1. An FDA approved drug or device shall be a Patient Care Service only to the extent that the drug or device is not paid for by the manufacturer, the distributor or the provider of the drug or device, or
2. Non-health care services that a patient may be required to receive as a result of being enrolled in the Qualified Clinical Trial, or
3. Costs associated with managing the research associated with the Qualified Clinical Trial, or
4. Costs that would not be covered for non-investigational treatments, or
5. Any item, service or cost that is reimbursed or otherwise furnished by the sponsor of the Qualified Clinical Trial, or
6. The costs of services, which are not provided as part of the Qualified Clinical Trial's stated protocol or other similarly, intended guidelines.

PAY, PAID, PAYMENT. Charges that, as of the dates shown in the Contract Basis, are:

1. Covered and payable under Your Medical Benefit Plan, and
2. Have been adjudicated and approved, and
3. A check or draft for remuneration is issued and deposited in the U.S. Mail, or other similar conveyance or is otherwise delivered to the payee, and
4. Sufficient funds are on deposit the date the check or draft is issued.

Our reimbursements will not be made until all of these conditions are satisfied. Checks or drafts that are returned to the payor unpaid for any reason will not be considered Paid.

PLAN BENEFITS. The medical expense benefits to which Covered Persons become entitled under Your Medical Benefit Plan during the Policy Period which are:

1. Incurred after the effective date of this Policy or the first date of the Run-In Period, whichever is earlier, and
2. Incurred while this Policy is in-force, and
3. Paid during the Policy Period or before the end of the Run-Out Period.

Plan Benefits do not include:

1. Deductibles, or
2. Co-insurance amounts, or
3. Interest, or
4. Plan expenses, or
5. The amounts of any PPO discounts, rebates, network or negotiated discounts, or any other reductions to billed charges, whether or not they were actually deducted, and
6. Claims paid under any Medical Benefit Plan's discretionary clause or similar provision that would not otherwise be payable under the terms and conditions of Your Medical Benefit Plan, including but not limited to:
 - a. Benefits or services paid where eligibility is determined by materials not provided to Us during underwriting of this Policy or prior to issuance of this Policy, and
 - b. Costs of complications or other related expenses paid in relation to a condition or service not covered by Your Medical Benefit Plan, and
7. Any liability assumed by You, under any contract, agreement or otherwise, that is not provided for under Your Medical Benefit Plan, and
8. Claims that are not covered under the terms and conditions of Your Medical Benefit Plan or that are reimbursable from any other source.

A Medical Benefit Plan expense is incurred at the time the serviced is rendered or the supply is provided.

PLAN DOCUMENT. The written document evidencing Your Medical Benefit Plan including any amendments. You will provide Us with a copy of Your Plan Document that is in effect as of the Policy effective date. Amendments are subject to Article VI, Item A and Article VII, Items A.3.a and B of this Policy. We will provide written confirmation of receipt of this Plan Document. The Plan Document does not waive any provisions of this Policy.

POLICY. All of the following:

1. The Application, and
2. This Policy and any Endorsements to it, and
3. The Policyholder's Plan Document and other supporting documents (i.e employee handbooks, summary plan documents) provided to Us at the inception of this Policy.

POLICY PERIOD. The period beginning on the effective date and ending on the expiration date as shown on the Application and face page of this Policy, or the actual period of time during which the Policy is in force if the Policy terminates prior to the expiration date.

POLICYHOLDER. Employer, You, Your or Plan Sponsor.

RUN-IN PERIOD. The period of time as defined under the Contract Basis on the Application during which claims for Plan Benefits may be Incurred provided they are Paid during the Contract Basis.

RUN-OUT PERIOD. The period of time as defined under the Contract Basis on the Application during which claims for Plan Benefits may be Paid provided they were Incurred during the Contract Basis.

SPECIFIC POLICY PERIOD REIMBURSEMENT MAXIMUM. The maximum amount of Covered Expenses We will reimburse You in each Policy Period for any one Covered Person (or Covered Family). This amount shall not exceed the amount shown as the Specific Policy Period Reimbursement Maximum on Your Application, or any maximum benefit amount or limit defined in Your Medical Benefit Plan, whichever is less.

SPECIFIC DEDUCTIBLE. If a Specific Deductible is shown on the Application, this is the amount of Covered Expenses that must be Paid by Your Medical Benefit Plan for any Covered Person before Specific Stop Loss Insurance benefits are reimbursable under this Policy. It applies separately for each Policy Period and will be determined annually by Us.

SPECIFIC FAMILY DEDUCTIBLE. If a Specific Deductible is shown on the Application for a Covered Family, this is the amount of Covered Expenses which must be Paid by Your Medical Benefit Plan for any Covered Family member or combination of Covered Family members before Specific Stop Loss Insurance benefits are reimbursable under this Policy. It applies separately for each Policy Period and will be determined annually by Us.

SPECIFIC PERCENTAGE REIMBURSABLE. The percentage of Covered Expenses to be reimbursed that were Paid under Your Medical Benefit Plan in excess of the Specific Deductible.

ARTICLE II. SPECIFIC STOP LOSS INSURANCE

- A. Subject to the terms, conditions and limitations of this Policy, We will reimburse You for Covered Expenses Paid in excess of the Specific Deductible (or Specific Family Deductible).
- B. We will not reimburse You for any amounts after the Specific Policy Period Reimbursement Maximum has been reached, if applicable.
- C. We will not reimburse You for Plan Benefits Incurred after the Policy's expiration date.
- D. If this Policy terminates before the expiration date, Plan Benefits paid after the date of termination will not be eligible for reimbursement.

- E. Plan Benefits Paid by You which have been reimbursed by Us under Your Aggregate Stop Loss Insurance or by another insurance company or reinsurance company will not be used to:
 - 1. Satisfy the Specific Deductible (or the Specific Family Deductible), or
 - 2. Compute Specific Stop Loss Insurance benefits payable to You.
- F. The Monthly Specific Premium Rates shown on the Application apply only to the Policy Period shown therein. New Monthly Specific Premium Rates will be furnished for each new Policy Period and will be shown on a new Application provided for each Policy Period.

ARTICLE III. AGGREGATE STOP LOSS INSURANCE

- A. If Aggregate Stop Loss Insurance is shown as covered on the Application, We will reimburse You, subject to the terms, conditions and limitations of this Policy, for Eligible Covered Expenses Paid, less:
 - 1. The Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible, whichever is greater, and
 - 2. Specific Stop Loss reimbursements due or paid to You, and
 - 3. Any amounts paid by You that exceeds the Loss Limit for any Covered Person (or Covered Family).
- B. We will not reimburse You for any amounts after the Aggregate Policy Period Reimbursement Maximum has been reached.
- C. We will not reimburse You for Plan Benefits Incurred after this Policy's expiration date.
- D. If this Policy terminates before the expiration date, any Plan Benefits paid after the date of termination will not be eligible for reimbursement.
- E. Plan Benefits Paid by You which have been reimbursed by Us under Your Specific Stop Loss Insurance, by another insurance company or reinsurance company will not be used to:
 - 1. Satisfy the Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible, or
 - 2. Compute the Aggregate Stop Loss Insurance benefits payable to You.
- F. Plan Benefits Paid by You which exceed the Specific Policy Period Reimbursement Maximum for Specific Stop Loss Insurance as shown on the Application will not be used to:
 - 1. Satisfy the Annual Aggregate Deductible or Minimum Annual Aggregate Deductible, or
 - 2. Compute the Aggregate Stop Loss Insurance benefits payable to You.
- G. Reimbursement for Aggregate Stop Loss Insurance for any Covered Person (or Covered Family) will be limited to an amount not to exceed the Specific Deductible (or Specific Family Deductible) or the Loss Limit, whichever is less, as set forth in the Application.
- H. The Monthly Aggregate Factor(s) shown on the Application apply only to the Policy Period shown therein. New Monthly Aggregate Factors will be furnished for each new Policy Period and will be shown on a new Application provided for each Policy Period.
- I. The Monthly Aggregate Deductible cannot be reduced by more than 10% per month if the number of Covered Persons decreases for any reason. If any Covered Persons are absent from work due to a strike, lockout, or work stoppage during any Contract Month, the number of Covered Persons will remain at the same level as for the Contract Month preceding the disruption.

ARTICLE IV. CLAIMS UNDER THE POLICY

A. Specific Claims

1. We will reimburse You for Specific Stop Loss Insurance, subject to the terms, conditions and limitations of this Policy, only after We receive a request for reimbursement with complete claim information.
2. The following documentation is required to file a Specific Stop Loss claim:
 - a. Specific Claim Notification / Initial Filing form, and
 - b. Complete details regarding eligibility, including the participant's hire date and the original effective date for the participant and dependents, and if applicable, information regarding work status, HIPAA documentation, subrogation, Coordination of Benefits, provider discounts and COBRA, including a copy of the COBRA election form and COBRA payment verification for all months, and
 - c. Copies of paid claims reports and corresponding itemized bills, and
 - d. Miscellaneous information as applicable, including but not limited to:
 - i. Complete accident details, including how, when and where an accident may have occurred, and
 - ii. Police reports for motor vehicle accidents or for services for which a law enforcement agency is involved, and
 - iii. A Subrogation and Right of Recovery Reimbursement Agreement if charges were Incurred as a result of a third party liability, and
 - iv. PPO discount / repricing sheets, and
 - v. Large Case Management Reports, and
 - e. Other documentation We may request.
3. LATE CLAIMS: Any claim that is either submitted, or that remains incomplete, more than 90 days after the end of the final Paid date as defined in the Contract Basis will be denied, whether or not the delay has prejudiced Us. Your or Your Claims Administrator's failure to file a complete claim in a timely manner may result in an adjustment of Our reimbursement to You to reflect any savings We could have obtained had a timely claim filing taken place pursuant to this provision.
4. 50% NOTIFICATION: You or Your Claims Administrator must give notice to Us when the total amount of Plan Benefits Paid by You on a Covered Person equals or exceeds 50% of the Specific Deductible or has the potential to exceed 50% of the Specific Deductible. Your failure to give prompt notice may result in an adjustment of Our reimbursement to You, if any, to reflect any savings We could have obtained had a prompt 50% Notification been given.

B. Aggregate Claims

1. We will reimburse You for Aggregate Stop Loss Insurance, subject to the terms, conditions and limitations of this Policy, only after We receive a request for reimbursement with Complete Claim History.
2. The following documentation is required to file an Aggregate Stop Loss claim:
 - a. Completed Year End Aggregate Claim Form, and
 - b. Paid Claims Analysis report indicating claimant's name, Incurred date, charged amount, Paid amount and Paid date, and
 - c. Eligibility listing which identifies birth date, effective date, termination date and coverage type, and
 - d. Proof of funding to include bank statements and/or deposit slips, and
 - e. Void & Refund report, and
 - f. Benefit / Service Code report, and
 - g. Aggregate Report (Monthly Loss Summary Reports), and
 - h. Specific Report showing which claimants have exceeded the Specific Deductible or Loss Limit, and
 - i. Listing of payments made outside the Aggregate Stop Loss Insurance (i.e. Dental, Weekly Income, Vision, PPO fees capitated and, PCS Administrative Fees), and
 - j. Check Register, and
 - k. Outstanding overpayment and subrogation log, and
 - l. Prescription invoices if Prescriptions are covered under the Aggregate Stop Loss Insurance, and
 - m. Other documentation We may request.

We may also request this information the month following the expiration date of the Policy to review for retroactive adjustments.

3. Any reimbursement payable by Us to You, under this Article, will be paid after the end of the Policy Period, unless otherwise endorsed.
4. CLAIM FILING: You must file a request for reimbursement with Us on Our customary Notice / Proof of Loss form within 90 days after the end of the final Paid date as defined in the Contract Basis. Your failure to file a claim within 90 days will result in claim denial, whether or not the delay has prejudiced Us.
5. DETERMINATION OF THE ULTIMATE AGGREGATE CLAIM: You must submit a Proof of Loss within 90 days of the end of the Policy Period or Run-Out Period, whichever is later, showing the amount of all Plan Benefits Eligible under Your Medical Benefit Plan and this Policy which You have Paid. These shall be compared to the greater of the Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible. If the amount of Net Paid Claims eligible under this Policy is greater than the appropriate Annual Aggregate Deductible, We will reimburse You for the amount of the excess.

C. All Claims

1. REIMBURSEMENT OF CLAIMS: Prior to making any reimbursement, We have the right to review each claim submitted to Us to determine if You are entitled to any reimbursement under this Policy. This review may include, but is not limited to, amounts actually Paid by You for Plan Benefits, an on-site audit or requests for additional documentation. You warrant that You have Paid the providers of Plan Benefits for which reimbursement is sought. Your Claims Administrator's failure to provide documentation or information required by Us to adjudicate any claim does not modify Our obligations under this Policy or obligate Us to reimburse for such claims.

2. **SETTLEMENT OF PLAN CLAIMS:** We have no duty or obligation to settle or adjust any claims on Your behalf, even if requested, for Plan Benefits filed under Your Medical Benefit Plan.
3. **RIGHT OF RECOVERY.** If You are entitled to recover from any party Plan Benefits Paid under Your Medical Benefit Plan, such amounts cannot be used to satisfy either the Specific and / or Aggregate Deductibles. We also will not reimburse You for any Plan Benefit recovered from any party. If We have reimbursed You for all or part of a Plan Benefit and You recover any part of the Plan Benefit from any party, You must repay Us to the extent of Our reimbursement regardless of whether this Policy is still in-force on the date of the recovery. You must reimburse Us first, and in full, before You receive any benefit of the recovery. We retain the right to employ Our own independent counsel and You assign to Us Your rights, including the right to audit any payment made to a provider, and the Medical Benefit Plan's rights to the extent of Our reimbursement(s) to You.

In the event that You reimburse Us in the matter where Our designated counsel is not involved, Your repayment may be reduced by the reasonable and necessary expenses incurred in recovering from the third party.

If You fail to reimburse Us for a valid claim for a Covered Expense against a third party, and We are required to reimburse You for such a Covered Expense, We shall be subrogated to Your rights to pursue the claim. You grant Us the right to bring an action in Your name to recover an overpayment from a third party or service provider.

Any amount We recover shall first be used to pay Our expenses of collection and then apply towards any amount that We reimbursed You under this Policy. Any remaining amount will be paid to You.

You are required to provide Us with such information as We request in order to protect Our right to reimbursement.

4. **CLAIMS ELIGIBLE UNDER TWO CONTRACTS.** If a claim for reimbursement can be filed under two different Policy Periods, it must be filed under the earlier Policy Period, regardless of the identity of the carrier.

D. Independent Review Organizations

In the event Plan Benefits are Paid by You for a Covered Person based on an Independent Review Organization's reversal of a previously denied claim(s), and such Plan Benefits are Paid after the last paid date provided in the Contract Basis of this Policy, these Plan Benefits shall be deemed to have been Paid during this Policy's Policy Period, provided that:

1. Such Plan Benefits are not eligible for reimbursement under any other coverage; and
2. Such Plan Benefits are otherwise eligible for reimbursement under the terms of this Policy.

You (or You through Your Claims Administrator) agree to provide notice to Us that an appeal has been sent to an Independent Review Organization on any claim that could or is expected to exceed the Specific Deductible under this Policy within 30 days of the referral to the Independent Review Organization. We will not reimburse any stop loss claim under this provision if we do not receive such notice within the 30-day time frame.

When filing a reimbursement claim under this provision, You agree to provide Us all documentation related to the Independent Review Organization's reversal of the previously denied Plan Benefits. We will not reimburse any stop loss claim where the Independent Review Organization's reversal documentation, along with any other information necessary to process the claim, is not received within 90 days from the last date a claim is eligible for payment under the Policy Period or within 90 days of the date the claim was Paid, if Paid after the Policy Period has passed.

For purposes of this provision, Independent Review Organization means the organization for external review as required under the external review process of the Patient Protection and Affordable Care Act.

Fees, or any similar expenses, paid to the Independent Review Organization for their services are not reimbursable under this provision. Coverage under this provision does not modify any other terms, conditions, deductibles or endorsements of this Policy. If coverage is available under a subsequent policy issued by Us, coverage shall be provided under this Policy and not the subsequent policy.

ARTICLE V. LIMITATIONS OF COVERAGE

- A. This Policy is between You and Us. No other party has any rights under this Policy.
- B. Coverage for Plan Benefits Incurred for an employee who is not actively at work as a result of sickness, accidental bodily injury, maternity, military service, personal reasons, lay-off, strike, or any other leave of absence (either before or after the effective date of this Policy), or the employee's covered dependent(s), unless the employee or dependent(s) are receiving continuation benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, shall be limited to the length of time specified in the Plan Document.
- C. All Plan Benefits Incurred outside the United States of America will be excluded from coverage unless:
 - 1. The service(s) would have been a Covered Expense if the service(s) had been provided in the United States, and
 - 2. The Covered Person is not covered by any other country's national health care program or any employer's foreign voluntary compensation coverage.

ARTICLE VI. EXCLUSIONS

We will not reimburse You for:

- A. Plan Benefits covered by amendments to Your Medical Benefit Plan that were incurred prior to Our written approval of such amendments.
- B. Plan Benefits that are covered under any coordination of benefits provision. We may elect to reduce or deny any reimbursement which may be payable to You, to the extent that a payment may be made by another insurer, another medical benefit plan or any other party, to either Your Medical Benefit Plan or to a Covered Person. This provision is applicable irrespective of how such payment is characterized and whether or not payment has actually been made for any or all of the Covered Person's losses.
- C. Plan Benefits paid for any surgery, prescription drugs, device, or procedure, which is defined as Experimental or Investigative and any complications or other expenses arising thereto.
- D. Plan Benefits Incurred by or on behalf of a Medical Benefit Plan participant or a dependent of a Medical Benefit Plan participant of any affiliated or subsidiary company not included in the Application, unless added by Policy Endorsement.

ARTICLE VII. GENERAL PROVISIONS

A. CHANGES AND TERMINATIONS OF THE POLICY

1. This Policy cannot be changed under any circumstances without Our written consent.
2. Only an officer of the Company has the authority to alter this Policy, or to waive any of Our rights or requirements, and then only by written Endorsement.
3. We reserve the right to change any Specific or Aggregate Premium Rates and Monthly Aggregate Factors with written notice to You as to the extent and effective date of the change at any time during the Policy Period if:
 - a. Your Medical Benefit Plan is changed in a manner that affects Our risk, or
 - b. The number of Covered Units Eligible under this Policy:
 - i. Drops below 15, or
 - ii. Increases or decreases by 15% from the number of Covered Units on the first day of the Contract Period, or
 - iii. Increases or decreases by 10% in any Contract Month from the prior Contract Month.
 - c. If We have agreed to reduce the Monthly Aggregate Factors, the Minimum Annual Aggregate Deductible and / or the Monthly Specific Premium Rates in consideration of Your agreement to implement a Cost Containment Program, We may recalculate in accordance with Our normal practice, the Monthly Aggregate Factors, the Minimum Annual Aggregate Deductible and / or the Monthly Specific Premium Rates if You have not followed the procedures relating to the Cost Containment Program as defined in Our agreement.
 - d. Upon the enactment of any law, regulation or amendment thereto, by any jurisdiction, which affects Our risk under this Policy and requires such a change.
4. You may terminate this Policy by giving Us not less than 31 days written notice.
5. We may terminate this Policy prior to the end of a Policy Period by giving You 31 days written notice if You fail to comply with any provision of this Policy.
6. We may terminate this Policy at the end of the Policy Period by giving You 31 days written notice of such termination.
7. All insurance provided hereunder to You will automatically terminate:
 - a. At the beginning of any Contract Month for which any premium for either Specific or Aggregate Stop Loss Insurance has not been paid in full by the end of the grace period, or
 - b. On the date You fail to Pay claims promptly or make funds available to Pay claims promptly as required by this Policy, or
 - c. On the date Your agreement with Your Claims Administrator is terminated, or
 - d. On the date You change Your Claims Administrator before obtaining Our written consent for a successor Claims Administrator, or
 - e. On the date Your Medical Benefit Plan terminates or ceases to accept newly Incurred claims, whichever is earlier, or on the date You obtain other coverage for Your Medical Benefit Plan participants, or
 - f. On the date You terminate this Policy for any reason prior to the end of the Policy Period. In this event, We will not be liable for any Plan Benefits paid after the termination date, or
 - g. At the end of the Policy Period unless You accept in writing Our terms for renewal of the Stop Loss Insurance before the end of the Policy Period, or
 - h. On the expiration date of this Policy.

8. If You were provided this Policy through a captive program and You leave the captive program for any reason, We may terminate this Policy immediately upon the date You leave the captive program.
- B. **AMENDMENTS TO THE PLAN:** You must give Us at least 31 days written notice of any proposed amendments to Your Medical Benefit Plan. No amendment to Your Medical Benefit Plan will be binding on Us until We have approved the amendment in writing.
- C. **ARBITRATION:** Any controversy or dispute, involving Us that arises out of or relates to this Policy, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination of this Policy.
- D. **ASSIGNMENT:** You may not assign any of Your rights under this Policy without Our prior written consent.
- E. **CLERICAL ERROR:** Our obligations under this Policy will not be expanded by any clerical error whether by You or Us in creating or maintaining records or calculating rates, factors, premiums, deductibles or claims pertaining to this Policy. A clerical error is a mistake in performing a clerical function, such as typing, but does not include intentional acts or the failure to comply with the provisions of the Medical Benefit Plan or this Policy.
- F. **CONCEALMENT OR MISREPRESENTATION:** This Policy is issued based upon Our understanding that You, Your Claims Administrator and Your agent or broker have provided to Us a Complete Claims History. This Policy will be void if We find that You, Your Claims Administrator and Your agent or broker have concealed or misrepresented any material fact or circumstance concerning this coverage or the Medical Benefit Plan's Complete Claims History, whether intentional or not. Our liability will be limited to return of the premium paid by You after deducting the amount of the reimbursements made by Us to You prior to the date of termination. If the amount of reimbursements paid to You exceeds the premium paid to Us, You will pay Us the difference. If We find that You, Your Claims Administrator, Your agent or broker have not provided to Us a Complete Claims History, We may, at Our option, either rescind this Policy, re-underwrite coverages under this Policy using all claims data available to Us, or deny reimbursement requests related to any individual who was not properly disclosed in the Complete Claims History.
- G. **CONFORMITY WITH STATE AND FEDERAL LAW:** Any provision of this Policy, which, on its effective date, is in conflict with the laws of the state of jurisdiction or which is mandated by Federal law, is hereby amended to conform to the minimum requirements of said laws.
- H. **COST CONTAINMENT PROGRAM:** We have the right to participate, at Our option and expense, in any savings or Cost Containment Program that You have in place. If no such program exists, We have the right to retain the services of a third party to implement a Cost Containment Program.
- I. **DISCLAIMER:** We act only as an insurer to You. We are not a fiduciary or a party in interest to the Medical Benefit Plan or any participant. We do not assume any duty to perform any of the functions of, or to provide any of the reports that may be required of, You by the Employee Retirement Income Security Act of 1974, as amended or any other applicable state or federal law. We assume no responsibility or obligation for the administration of Your Medical Benefit Plan or Your acts. We reserve the right to determine amounts payable under this Policy without regards to such acts.
- J. **ENDORSEMENTS:** Any endorsements attached or subsequently issued by Us shall become a part of this Policy.

- K. **ENTIRE AGREEMENT:** This Policy and any attached Endorsements, Your attached Application and Your Plan Document are the entire agreement between You and Us. We have relied upon the underwriting information (including Complete Claims History and the Plan Document) provided by You in issuing this Policy and You represent such information is complete and accurate. Should We later learn such information was incomplete or incorrect, We have the right to modify this Policy as of the effective date to reflect the complete or correct information or to terminate this Policy.
- L. **INDEMNIFICATION, DEFENSE AND HOLD HARMLESS:** You agree to indemnify, defend and hold Us harmless from any liability, including but not limited to, interest, penalties, attorney fees, extra contractual, exemplary or punitive damages arising from or relating to:
1. Any negligence, error, omission, defalcation or intentional acts by Your Claims Administrator, or
 2. Any dispute involving Covered Person(s), former Covered Person(s), or any person(s) claiming entitlement to benefits under Your Medical Benefit Plan.
- We will promptly notify You upon discovery of matters to which Your obligations under this provision apply. We have the right to participate in the defense at Our expense. Without limiting the foregoing, if You fail to defend timely, We have the right, but not the duty, to defend and to compromise or settle the claim or other matters on Your behalf, for Your account and at Your risk.
- M. **INSOLVENCY OR BANKRUPTCY:** In the event of Your insolvency or bankruptcy, subject to the terms, conditions and limitations of this Policy, We may pay to Your receiver, trustee, liquidator or legal successor amounts otherwise payable under this Policy. We will make such payments only if You have Paid all required premiums and have complied with Your obligations under this Policy. Nothing in this section shall increase Our liability beyond that which would have existed had You not become insolvent or bankrupt.
- N. **LEGAL ACTION:** No legal action can be brought to recover under this Policy:
1. Until 60 days after the date a reimbursement claim is submitted, or
 2. Two years after the date a reimbursement claim is required to be furnished. You shall notify Us in writing within 10 days after receipt of any objection, notice of legal action or complaint regarding Your handling of a claim.
- O. **NON-PARTICIPATING INSURANCE POLICY:** This Policy is non-participating and does not entitle You to share in Our earnings.
- P. **NOTICE:** Notice under this Policy will be given to You through Your Claims Administrator and will be deemed to have been received by You.
- Q. **OFFSET:** We may offset payments due to You under this Policy against claims overpayments, cost containment charges and premiums due and unpaid.
- R. **PAYMENT OF PREMIUMS:**
1. Each premium is payable to HCC Life Insurance Company, P.O. Box 402032, Atlanta, GA 30384-2032 or such other place as We designate in writing.
 2. Specific Stop Loss Insurance premiums are due on the first day of each calendar month, regardless of the effective date of this Policy. If the effective date is other than the first day of a calendar month, the first month's premium will be pro-rated.
 3. Aggregate Stop Loss Premium(s) are due monthly or are payable in advance for the Policy Period, as stated in Your Application.

4. A grace period of thirty-one (31) days is allowed for the payment of each premium after the first premium. If the premium is not paid during the grace period, this Policy will terminate without further notice as of the premium due date.
5. If we terminate this Policy for non-payment of premium, application may be made for reinstatement.

All outstanding premiums, including the current month's premium, must be remitted within 10 days of the end of the grace period.

Payment of premiums shall not guarantee reinstatement of the Policy. We reserve the right to conduct a diligent review of the Complete Claims History and re-underwrite the Policy as We deem necessary as part of the terms for reinstatement.

If this Policy is terminated more than one time during a Policy Period for non-payment, no requests for reinstatement will be granted.

6. In no event, will more than three (3) months of retroactive credit be granted for any clerical error(s) in the remittance of any premium.
- S. RECORDS: You and / or Your Claims Administrator will maintain such records as may be required by Us for this Policy and will make them available to Us upon Our request. These records may include, but are not limited to, the Complete Claims History. We may audit Your records relating to this Policy and the claims filed under Your Medical Benefit Plan at any time during the Policy Period and for two years after the expiration date of such Policy. Your records will include records held by You or by Your Claims Administrator. As a result of any audit, We may readjust Your Monthly Specific Premium Rates, Monthly Aggregate Factors, premiums, deductibles or expenses as may be necessary to reflect Our original intent in underwriting this Policy.
- T. RENEWAL: Unless terminated for any of the reason(s) described in this Policy, Your insurance will be renewed for another Policy Period if You accept Our renewal terms. We will not change rates more than once in any Policy Period, except as allowed under the CHANGES AND TERMINATIONS provision of this Article.

We reserve the right to change the renewal premium rates and Monthly Aggregate Factors for the new Policy Period if the average monthly payments made by You for Plan Benefits during the last two months of the current Policy Period vary by more than 30% from the average of the monthly payments made for Plan Benefits during the previous ten Contract Months.

We will not offer a renewal if We are no longer doing business with Your Claims Administrator.

- U. SUBSIDIARIES AND AFFILIATED COMPANIES: You must notify Us in the event You acquire a subsidiary or affiliated company that will be included under Your Medical Benefit Plan. If You do acquire a subsidiary or affiliated company that will be included under Your Medical Benefit Plan, You must disclose certain claims information on the acquired subsidiary as a whole and / or on persons whose coverage You will be assuming under Your Medical Benefit Plan. Failure to do so will subject benefits under this Policy to certain limitations, as described under the ENTIRE AGREEMENT provision of this Article.

Acquisition of a subsidiary or affiliated company that will be included under Your Medical Benefit Plan may affect Your Monthly Specific Premium Rates and/or Monthly Aggregate Factors, as described in the CHANGES AND TERMINATIONS provision of this Article.

You must notify Us in the event You cede or dissolve a subsidiary or affiliated company that was included under Your Medical Benefit Plan. Failure to do so may subject this Policy to termination or may affect Your Monthly Specific Premium Rates and/or Monthly Aggregate Factors as described in the CHANGES AND TERMINATIONS provision of this Article.

- V. TAXES: You shall hold Us harmless from any taxes, which may be assessed against Us with respect to Your Medical Benefit Plan or with respect to claims for Covered Expenses paid under the Policy, and You shall reimburse Us for such taxes, if any, as determined by Us.
- W. YOUR CLAIMS ADMINISTRATOR (or TPA). We agree to recognize Your Claims Administrator as Your agent and attorney-in-fact for the administration of Your Medical Benefit Plan. You agree that:
1. Your Claims Administrator is Your agent and attorney-in-fact, and is not Our agent. You authorize Your Claims Administrator to act in Your name, place and stead for purposes of this Policy, to include submission of proofs of loss, certifying the Payment of Plan Benefits, transmitting reports and payments of premiums to Us and receiving reimbursements from Us. Payments sent by Us to Your Claims Administrator are payments to You. Premium payments by You through Your Claims Administrator will be payments to Us only to the extent We actually receive them.
 2. You or Your Claims Administrator is responsible for administering Your Medical Benefit Plan, preparing reports as required by Us and keeping and making available to Us such data as We may require.
 3. You or Your Claims Administrator will perform such duties and keep such records as are required for You to comply with this Policy.
 4. You will pay Your Claims Administrator for all administrative functions performed in relation to this Policy.
 5. We reserve the right to cease doing business with Your Claims Administrator.

STOP LOSS INSURANCE
HCC LIFE INSURANCE COMPANY
Three Town Park Commons, 225 TownPark Drive, Suite 350
Kennesaw, Georgia 30144 (800-447-0460)

APPLICATION

1. Full Legal Name of Applicant and Address: Gunnison County 200 East Virginia Ave. Gunnison, CO 81230 Telephone No.: (970)641-7962	2. Applicant is a/an (check one): ☒ Single Employer Plan ☐ Student Plan ☐ Union or Taft Hartley Plan ☐ Association Plan or MEWA ☐ Other:										
3. Policy Period: Effective Date: 01/01/2025 Expiration Date: 12/31/2025											
4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage: Address of Affiliates or Subsidiaries: ☒ None ☐ See attached listing											
5. Nature of Business of the Applicant to be Insured: General Government, NEC	6. Contact Person at Applicant:										
7. Enter full name of the Medical Benefit Plan(s): Gunnison County Benefit Plan A signed copy of such Medical Benefit Plan(s) will form part of this contract.											
8. Name and Address of Claims Administrator: Imagine 360 Administrators, LLC 12770 Merit Drive, Suite 200 Park Central 8 Dallas, TX 75251											
9. Agent of Record: Strategic Healthplan Consulting, LLC											
10. Estimated Initial Enrollment: Single: 113 Employee + Spouse: 31 Employee + Child(ren): 5 Family: 23 Total Covered Units: 172											
11. Retirees Covered: ☐ Yes ☒ No											
12. The Utilization Review vendor will be: HealthWatch - UR											
13. Deposit Premium (Minimum of first month's estimated premium): \$ 42,458.04 Please review the deposit premium on the Monthly Premium Accounting Worksheet.											
14. SPECIFIC STOP LOSS INSURANCE: ☒ Yes ☐ No A. Covered Expenses Paid under the Medical Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked): ☒ Medical ☒ Prescription Drug Card ☐ Prescription Drugs Under Medical ☐ Other: B. Specific Deductible in each Policy Period per Covered Person: \$60,000 Separate Individual Specific Deductible: <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 50%;">Name</th><th style="width: 50%;">Amount per Policy Period</th></tr></thead><tbody><tr><td>Emily Mirza</td><td>\$125,000</td></tr><tr><td>Jennifer Chavez</td><td>\$100,000</td></tr><tr><td>Vicki Hildreth</td><td>\$100,000</td></tr><tr><td>Kathryn Simillion</td><td>\$205,000</td></tr></tbody></table> C. Contract Basis: 24/12 Covered Expenses Incurred from 01/01/2024 through 12/31/2025, and Paid from 01/01/2025 through 12/31/2025. If a claim is eligible under two different Contract Bases, it may only be filed for reimbursement in the earliest Contract Basis under which it is eligible. D. Specific Policy Period Reimbursement Maximum per Covered Person: Unlimited E. Monthly Specific Premium Rates:		Name	Amount per Policy Period	Emily Mirza	\$125,000	Jennifer Chavez	\$100,000	Vicki Hildreth	\$100,000	Kathryn Simillion	\$205,000
Name	Amount per Policy Period										
Emily Mirza	\$125,000										
Jennifer Chavez	\$100,000										
Vicki Hildreth	\$100,000										
Kathryn Simillion	\$205,000										

Single: \$163.03 Employee + Spouse: \$324.75 Employee + Child(ren): \$287.42 Family: \$487.78

F. Specific Percentage Reimbursable: 100%

G. Specific Terminal Liability Option: ☐ Yes ☒ No

Specific Terminal Liability Option premium per Covered Person per month:

15. AGGREGATE STOP LOSS INSURANCE: ☒ Yes ☐ No

A. Covered Expenses Paid under the Medical Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):

☒ Medical ☐ Dental ☐ Weekly Income ☐ Vision ☒ Prescription Drug Card
☐ Prescription Drugs Under Medical ☐ Other:

B. Minimum Annual Aggregate Deductible: \$2,015,166.72
(Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

C. Contract Basis: 24/12
Covered Expenses Incurred from 01/01/2024 through 12/31/2025, and Paid from 01/01/2025 through 12/31/2025. However, Eligible Expenses Incurred from 01/01/2024 through 12/31/2024 will be limited to \$302,275.

If a claim is eligible under two different Contract Bases, it may only be filed for reimbursement in the earliest Contract Basis under which it is eligible.

D. Aggregate Policy Period Reimbursement Maximum: \$1,000,000

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single	\$665.38					
Employee + Spouse	\$1,325.44					
Employee + Child(ren)	\$1,173.07					
Family	\$1,990.81					



F. Aggregate Percentage Reimbursable: 100%

G. Loss Limit: \$60,000

For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option: ☐ Yes ☒ No

I. Aggregate Terminal Liability Option: ☐ Yes ☒ No

J. Aggregate Premium:

1. ☐ Annual Premium payable in advance for Policy Period:
2. ☒ Monthly Premium rate per Covered Unit: Composite: \$7.63
3. ☐ Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
4. ☐ Aggregate Terminal Liability Option premium per Covered Unit per month:

SPECIAL LIMITATIONS:

MB

It is understood and agreed by the Applicant that:

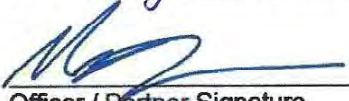
1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Claims Administrator retained by the Applicant will be considered the Applicant's agent, and not the Company's agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, is subject to review by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Medical Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Medical Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Medical Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

FRAUD STATEMENT:

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Full Legal Name of Applicant: Gunnison County

Dated at Gunnison CO this 21 day of January, 20 25


Officer / Partner Signature (print name)

 Frank Stichter
Licensed Agent Signature (print name)

For HCC Life Insurance Company Use Only: ACCEPTANCE

Accepted on behalf of the Company, this 24th day of February, 20 25

By: Brad Long

Title: Vice President, Compliance

Policy No.: HCL42247

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Quot

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Quote for payroll services with Tyler

Fiscal Impact:

Submitted by: Holly Perry for Matthew Birnie

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman

Discharge Date: 1/8/2026

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 1/7/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/7/2026

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie

Discharge Date: 1/9/2026

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 1/20/2026



Quoted By: Charlie Hepburn
 Quote Expiration: 12/31/25
 Quote Name: Gunnison County - EERP - Payroll/HR

SaaS Term 1.00

Sales Quotation For:
 GUNNISON COUNTY, CO
 PERRY SOLHEIM
 GUNNISON CO 81230-2248

Shipping Address:
 Gunnison County
 200 E Virginia Ave
 Gunnison CO 81230-2248

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Human Resources & Talent Management	1	88	\$ 6,375.00
Payroll with Employee Access	1	240	\$ 9,266.00
Time & Attendance w Mobile Access - Up to 250 Employees	1	96	\$ 11,052.00
Sub-Total:			\$ 26,693.00
<i>Less Discount:</i>			<i>\$ 2,670.00</i>
TOTAL			\$ 24,023.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Conversions – See Detailed Breakdown Below				\$ 14,300.00	\$ 0.00
Project Management	40	\$ 225.00	\$ 0.00	\$ 9,000.00	\$ 0.00
Remote Implementation	424	\$ 225.00	\$ 0.00	\$ 95,400.00	\$ 0.00
TOTAL				\$ 118,700.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 24,023.00
Total Tyler Services	\$ 118,700.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 118,700.00	\$ 24,023.00
Contract Total	\$ 142,723.00	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:  Date: 1/05/2025
Print Name: Matthew Birnie P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Human Resources Management				
Human Resources Management	1	\$ 14,300.00	\$ 0.00	\$ 14,300.00
TOTAL				\$ 14,300.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Human Resources Management			
Human Resources & Talent Management	\$ 6,375.00	\$ 638.00	\$ 5,737.00
Payroll with Employee Access	\$ 9,266.00	\$ 927.00	\$ 8,339.00
Time & Attendance w Mobile Access - Up to 250 Employees	\$ 11,052.00	\$ 1,105.00	\$ 9,947.00
TOTAL	\$ 26,693.00	\$ 2,670.00	\$ 24,023.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any

Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Gunnison County, Colorado.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable, royalty-free (but subject to SaaS Fee payment obligations), limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this

Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You grant Tyler a limited, royalty-free, license to use your Data solely for the purposes of performing our obligations under and pursuant to the terms and conditions of this Agreement. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the

NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, and to the fullest extent permitted by law, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and

security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-

current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense. Such claims shall be subject to the limitations of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 to 24-10-120. This Paragraph 2.2 shall not be construed as a waiver of or limitation of the applicability of that Act.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT,**

EACH PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this

section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and

conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms

Schedule 1: Hyperlinked Terms
Schedule 2: DocOrigin Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: September 8, 2022

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Gunnison County, Colorado

By: [Signature]

Name: Jonathan Houck

Title: Chair, Board of County Commissioners

Date: 9-6-2022

Address for Notices:

Gunnison County
200 E. Virginia Ave.
Gunnison, CO 81230-2248
Attention: BOCC



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Brad Reed
 Quote Expiration: 08/10/22
 Quote Name: Gunnison County - ERP - Munis SaaS
 Quote Description: Munis SaaS 3 Year
 SaaS Term: 3.00

Sales Quotation For:

Gunnison County
 200 E Virginia Ave
 Gunnison CO 81230-2248
 Phone: +1 (970) 641-1516

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 11,853
Capital Assets	1	0	\$ 3,071
Cash Management	1	0	\$ 1,994
eProcurement	1	0	\$ 1,994
Project & Grant Accounting	1	0	\$ 2,393
Human Resources Management			
Human Resources & Talent Management	1	0	\$ 5,480
Payroll w/ESS	1	0	\$ 6,637
Recruiting	1	0	\$ 1,097
Revenue Management			
Accounts Receivable	1	0	\$ 2,632
Central Property File	1	0	\$ 966
General Billing	1	0	\$ 1,466
UB Interface	1	0	\$ 1,097
Utility Billing CIS	1	0	\$ 3,465

Civic Services			
Citizen Self Service	1	0	\$ 2,632
Document Management			
Tyler Content Manager SE	1	0	\$ 4,683
Additional			
Tyler Forms Processing	1	0	\$ 3,173
Data Insights			
Munis Analytics & Reporting	1	0	\$ 7,687
Subscription Fees			
Concurrent Users	15	0	\$ 15,000
TOTAL		0	\$ 77,320

Professional Services

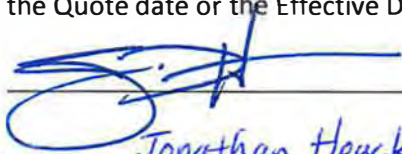
Description	Quantity	Unit Price	Extended Price	Maintenance
PACE Upgrade Assistance: Remote - Per Day	15	\$ 185	\$ 0	\$ 0
Project Planning Services	1	\$ 5,000	\$ 5,000	\$ 0
TOTAL			\$ 5,000	\$ 0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 77,320
Total Tyler Services	\$ 5,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 5,000	\$ 77,320
Contract Total	\$ 236,960	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:



Date:

9-6-2022

Print Name:

Jonathan Houck, Chair
Board of County Commissioners

P.O.#:

2022-09-07-MunisSaaSContract

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting/GL/BG/AP	\$ 11,853	\$ 0	\$ 11,853
Capital Assets	\$ 3,071	\$ 0	\$ 3,071
Cash Management	\$ 1,994	\$ 0	\$ 1,994
eProcurement	\$ 1,994	\$ 0	\$ 1,994
Project & Grant Accounting	\$ 2,393	\$ 0	\$ 2,393
Revenue Management			
Accounts Receivable	\$ 2,632	\$ 0	\$ 2,632
Central Property File	\$ 966	\$ 0	\$ 966
General Billing	\$ 1,466	\$ 0	\$ 1,466
UB Interface	\$ 1,097	\$ 0	\$ 1,097
Utility Billing CIS	\$ 3,465	\$ 0	\$ 3,465
Civic Services			
Citizen Self Service	\$ 2,632	\$ 0	\$ 2,632

Subscription Fees			
Concurrent Users	\$ 15,000	\$ 0	\$ 15,000
Human Resources Management			
Human Resources & Talent Management	\$ 5,480	\$ 0	\$ 5,480
Payroll w/ESS	\$ 6,637	\$ 0	\$ 6,637
Recruiting	\$ 1,097	\$ 0	\$ 1,097
Data Insights			
Munis Analytics & Reporting	\$ 7,687	\$ 0	\$ 7,687
Document Management			
Tyler Content Manager SE	\$ 4,683	\$ 0	\$ 4,683
Additional			
Tyler Forms Processing	\$ 3,173	\$ 0	\$ 3,173
TOTAL	\$ 77,320	\$ 0	\$ 77,320

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Upgrade PM Assistance: Includes 2 days of PM services per month. PM services include delivery and management of upgrade project plan, internal coordination of Tyler resources, and scheduled bi-weekly status calls to review the upgrade project. Upgrade PM Assistance does not include training or access to a Tyler Subject Matter Expert, as such, enrollment in PACE is strongly recommended to complement this service. Without additional services, clients are responsible for developing and executing upgrade test scenarios as well as conducting internal training for staff. Minimum service duration is 4 months, and clients may choose to extend this service by purchasing additional months (2 days per) at the then-current price.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



**Exhibit D
Schedule 2
DocOrigin Terms**

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 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
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- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
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6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation.

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Gunnison Basin Sage

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgment of Appointment for the Forest Service agency in the Gunnison Basin Sage-grouse Strategic Committee for M. Vasquez and D. Funka

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: herry@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\jcattles

Discharge Date: 1/15/2026

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 1/20/2026



United States
Department of
Agriculture

Forest
Service

Grand Mesa, Uncompahgre and
Gunnison National Forests
Gunnison Ranger District

216 North Colorado Street
Gunnison, CO 81230
970-641-0471

970-642-4425

File Code: 2610; 2670

Date: January 12, 2026

Holly Perry
Gunnison Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

Dear Gunnison Board of County Commissioners:

The Grand Mesa, Uncompahgre and Gunnison National Forests, Gunnison Ranger District, respectfully requests for the two-year term of February 2026 to February 2028, that the Board of County Commissioners consider appointing Matt Vasquez as the Regular member and Dayle Funka as the Alternate member representing the U. S. Forest Service on the Gunnison Basin Sage-Grouse Strategic Committee. Gunnison sage-grouse conservation is important to the Forest Service, and we would like to continually take part in the Committee's leadership and conservation work towards a bright future for the Gunnison Sage-Grouse.

I serve as the District Ranger for the Gunnison Ranger District and previously served as a Rangeland Management Specialist administering the range program for the Gunnison Ranger District. Matt Vasquez currently serves as the Wildlife Program Manager for the Grand Mesa, Uncompahgre and Gunnison National Forests. Matt previously served as the District Wildlife Biologist for the Gunnison Ranger District. We have been involved with Gunnison sage-grouse conservation efforts in the Gunnison Basin.

If you need additional information regarding this request or have any questions, please contact me at dayle.funka@usda.gov or (970) 642-4404.

Sincerely,

DAYLE FUNKA Digitally signed by DAYLE FUNKA
Date: 2026.01.14 17:02:56 -07'00'

DAYLE FUNKA
District Ranger

cc: Matt Vasquez



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Gunnison Basin Sage

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgment of Appointment for the Gunnison Basin Sage-grouse Strategic Committee for Saguache County; Tom McCracken and Wendi Maez

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: 1/9/2026

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Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 1/20/2026



SAGUACHE COUNTY GOVERNMENT

501 Fourth Street • P. O. Box 655

Saguache, Colorado 81149

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

January 7, 2026

Gunnison Basin Sage-Grouse Strategic Committee

Re: Saguache County Gunnison Sage-grouse Strategic Conservation Committee appointment

To Whom It May Concern,

This letter is being written to inform you that Commissioner Tom McCracken has been appointed as the Saguache County Gunnison Sage-grouse Strategic Committee representative, if Tom cannot attend Wendi Maez will attend as his alternate.

Tom's email address is tmccracken@saguachecounty-co.gov

Wendi's email address is wmaez@saguachecounty-co.gov

Let me know if you have any questions.

Sincerely,



Wendi Maez
Saguache County Administrator

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Gunnison Basin Sage

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgement of appointment for Fish and Wildlife agency in the Gunnison Basin Sage-grouse Strategic Committee Regular and Alternate; Nathan Darnall and Angela Trnka

Fiscal Impact: N/A

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\jcattles

Discharge Date: 1/16/2026

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 1/20/2026



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Western Colorado Ecological Services Field Office
445 W. Gunnison Avenue, Suite 240
Grand Junction, Colorado 81501



In Reply Refer to:
FWS/R6/WCOFO:GUSG

January 15, 2026

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

Subject: Gunnison Basin Sage-grouse Strategic Committee Member Nominations

Dear Gunnison Board of County Commissioners and Gunnison Basin Sage-grouse Strategic Committee,

We are honored to be a part of this committee and thank you for the renomination request. The U.S. Fish and Wildlife Service would like to:

- (1) nominate Angela Trnka, Wildlife Biologist, as the alternate member (change from primary),
and
- (2) change the primary member to Nathan Darnall, Supervisor of the Western Colorado Field Office (WCOFO),
for the Gunnison Basin Sage-grouse Strategic Committee.

Our contact information is as follows:

	(1) Angela Trnka	(2) Nathan Darnall
<i>Position</i>	Wildlife Biologist/ USFWS GUSG lead	WCOFO Supervisor
<i>Email</i>	Angela_Trnka@fws.gov	Nathan_Darnall@fws.gov
<i>Phone</i>	(970) 238-7435	(970) 819-0541
<i>GBSGSC Role</i>	Alternate Voting Member	Primary Voting Member

Note, the address is the same for both members:

Western Colorado Ecological Services Field Office (WCOFO)
445 W. Gunnison Ave, Suite 240, Grand Junction, CO 81501

If you have any questions, please contact either of us. We look forward to continued collaboration.

Sincerely,

**NATHAN
DARNALL**

Nathan Darnall
Western Colorado Supervisor
Colorado Ecological Services Field Office

Digitally signed by NATHAN
DARNALL
Date: 2026.01.15 11:30:22
-07'00'

cc: Ben Prior, District Conservation Technician, Natural Resource Conservation Service, Gunnison

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Amen

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgment of County Manager's signature for an Amendment to a Professional Services Agreement with Sarah Elzay

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/15/2026

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 1/15/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/15/2026

Certificate of Insurance Required

Yes ☒ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/16/2026

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 1/20/2026

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
GUNNISON COUNTY AND SARAH ELZAY**

THIS AMENDMENT ("Amendment") amends that certain Professional Services Agreement by and between **SARAH ELZAY** ("Contractor") and the **COUNTY OF GUNNISON, STATE OF COLORADO** ("Gunnison County"), dated November 15, 2025 and assigned Gunnison County Legal Instrument No: 2025-006 ("Agreement").

For and in consideration of the mutual covenants, terms and conditions contained in the Agreement and herein, Gunnison County and Contractor do hereby agree to amend the Agreement as follows:

Section 1 of the Agreement is hereby amended as follows:

2. **TERM OF AGREEMENT.**

The term of this Agreement shall terminate on March 15, 2026, unless sooner terminated as provided in this Agreement.

Section 6 of the Agreement is hereby amended as follows:

6. **INDEPENDENT CONTRACTOR.**

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

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services. Any provision of any equipment, supplies, or documents by County to Contractor in relation to the services performed under this Agreement shall not be construed to affect Contractor's status as an independent contractor.

Except as expressly amended herein, the terms and conditions of the Agreement shall be and hereby are reaffirmed and ratified as if fully set forth in this Amendment.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Amendment.

APPROVED on January 9th, 2026 by Gunnison County.

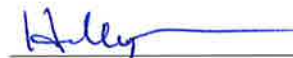
COUNTY OF GUNNISON
STATE OF COLORADO

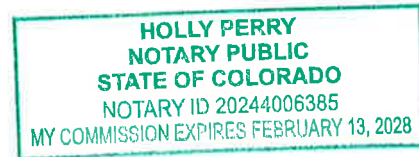

Matthew Birnie, Manager

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 9th day of January, 2026, Matthew Birnie, County Manager.

Witness my hand and official seal.


Notary Public



APPROVED on January 13th, 2026 by Contractor.

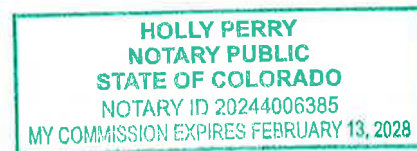

Sarah Elzay

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 13th day of January, 2026, Sarah Elzay.

Witness my hand and official seal.


Notary Public



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 15th day of January, 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Sarah D. Elzay, whose address is _1304 West 42nd Street Hays, KS 67601___ (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Cheatgrass and Habitat Restoration as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services").

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on January 15, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Cheatgrass may degrade sagebrush shrublands, which are important habitats for the Gunnison sage-grouse, other wildlife species, and livestock. These habitats are vulnerable to noxious weed invasions in many ways, including increases in exotic annual grasses, diminishing critical food supply and cover, and changes to fire frequency intervals. The Contractor will coordinate and facilitate large scale, cross-boundary treatments to address cheatgrass and other noxious weed invasions to provide appropriate cover and food resources for Gunnison sage-grouse, other wildlife species, and livestock.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the first twelve months of the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed? one hundred and five thousand and No/100 U. S. Dollars (\$105,000) beginning on January 15, 2025. Payments to the Contractor in the amount of eight thousand seven hundred and fifty and No/100 U.S. Dollars (\$8,750) shall be made on the last business day of each month by Gunnison County through

January 2026. Compensation for Contractor Services beginning after the first of the month or ending before the last day of the month will be prorated by business days worked.

The Contractor may also submit for reimbursement up to five thousand and No/100 U.S. Dollars (\$5,000) per year for the following items: training, relevant conferences, events and outreach, office space, and software licensing and tools.

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

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

5. INSURANCE.

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

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

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are

related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

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

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

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

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

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

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

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. OWNERSHIP OF PROPERTY.

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

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

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

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

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

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

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

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

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

19. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for

performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

20. NOTICES.

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

Gunnison County:

County Manager Gunnison County

200 E. Virginia

Gunnison, Colorado 81230 Phone: 970-641-0248

With a copy to:

Contractor:

Board of County Commissioners

of the County of Gunnison, Colorado 200 E. Virginia

Gunnison, Colorado 81230

Sarah D. Elzay

1304 West 42d Street

Hays, KS 67601

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

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

23. ENTIRE AGREEMENT.

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

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

24. RECORDS.

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

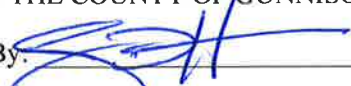
25. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF GUNNISON, COLORADO

By:  Jonathan Houck, Chairperson

ATTEST:

By:  Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]



CONTRACTOR

By:  Sarah D. Elzay

APPENDIX “A” SCOPE OF SERVICES

The overall goal of this project is to treat cheatgrass infestations and restore the sagebrush ecosystem on public and private lands across the Gunnison Basin.

The Cheatgrass and Habitat Restoration Coordinator (hereafter, “Coordinator”) will work closely with Project Team members to design and implement on-the-ground cheatgrass treatments and sagebrush restoration treatments across the Upper Gunnison Basin. Specifically, the Coordinator will design treatments, select locations for treatment, determine supplies needed, facilitate project logistics and serve as technical supervisor during the treatments and restoration actions. Additionally, the Coordinator will work on native forb and shrub seed collections, finding a suitable location to grow native seed, and reseeding areas as part of an integrated pest management approach and sagebrush rangelands restoration. The Coordinator will also work on education, outreach, and other activities to promote the prevention of further invasive species spread in the Gunnison Basin.

Contractor shall perform and provide the following services:

1. Collaboratively prioritize the most important sites needing treatment across the Basin. In addition to utilizing information from remote sensing and mapping projects of the current extent of cheatgrass in the Gunnison Basin, the Coordinator will develop and apply criteria to inform prioritization with input from numerous stakeholders and incorporate local knowledge.
2. Build local capacity for creating an enduring, long-standing program to continue these methods through training, volunteer base development for hand pulling events, outreach events and education programs.
3. Treatment objectives are to: a) treat infestations of cheatgrass in priority areas; b) reduce the expansion of cheatgrass into new areas by public education campaigns and equipment such as bike wash and boot kick stations; c) engage in cross-boundary treatments including private lands; and d) use an integrated pest management approach, such as reseeding appropriate sites post-treatment.
4. Develop a long-term monitoring program to determine ecological response to the restoration project activities and to help determine if adaptive management is needed.
5. Keep up to date on effective techniques, best practices, and current research for cheatgrass treatment, sagebrush restoration, and collaborative conservation.
6. Share tools, methods, and findings with other groups working to conserve vulnerable sagebrush watersheds and sage-grouse populations in similar ecosystems.
7. Secure additional funding for projects and future capacity via grant applications.
8. Recruit, coordinate, and oversee contractors completing cheatgrass treatments and sagebrush restoration.

Tasks and Timeline: Coordinator (estimated time in parentheses; note dates subject to change pending weather):

The details of the tasks and work plan will be finalized in collaboration with stakeholders.

1. Stakeholders will work with the Coordinator on priority project areas. The Coordinator will conduct field work and provide written summary of project design treatments, including identifying problems, developing objectives, characterizing the treatment site, determining locations, treatment methods, estimating materials needed, estimating costs of materials, and documenting details using GPS starting in April/May, depending on weather.
2. Ensure and oversee the timely application of herbicides in June – September. Herbicide applications may be with a combination of contractors, agency workforce, and Western Colorado Conservation Corps or similar. The Coordinator will plan and implement multi-agency, cross-boundary cheatgrass treatments and potentially leverage and coordinate with agencies completing other noxious weed treatments.
3. Investigate additional treatment opportunities, including cultural and mechanical practices, fertilizers, bio-control, and other aspects of an integrated pest management approach.
4. Coordinate community activities such as seed collections, reseeding to restore sites, and hand-pulling cheatgrass to promote an integrated pest management approach. Community activities may be completed as opportunities arise.
5. Establish baseline and repeat measurements with assistance from stakeholders, and provide summary, data interpretation, and preliminary results. Monitoring will use the best available science on how to collect relevant measures of cheatgrass density and abundance. Field work will occur April through November as appropriate and as conditions allow, and analysis and reports will be completed in November through March.
6. Grant applications will be completed November through March, or as opportunities arise, to secure funds for projects and capacity. Applications will be completed in coordination with stakeholders.
7. Host and organize quarterly meetings for stakeholders to discuss next steps, priorities, and accomplishments. Prepare a progress report available to stakeholders at meetings such as the Gunnison Basin Sage-grouse Strategic Committee (GBSGSC) and Technical Subcommittee meetings, Gunnison Basin Weed Commission, and other relevant meetings. Coordinator will Chair the GBSGSC Cheatgrass Subcommittee and may be appointed as a voting member of the GBSGSC. Coordinate with other county governments on weed treatment and road maintenance schedules to form an integrated approach.
8. Recruit landowners to participate in Cheatgrass Treatment program using USFWS BIL funds with County. Incorporate tools such as remotely sensed maps. Conduct site assessments with landowners, schedule treatments, coordinate with applicator, and be line of communication with applicator and landowner. Write and manage contracts associated with treatment.
9. Develop and implement a proactive cheatgrass communications strategy. Opportunities could include internal communications to stakeholders, external communications to generate a broad public understanding of the issue, talks at conferences, a multi-media approach (including social media), cheatgrass education for the public and practitioners (i.e., bringing in researchers and practitioners for webinars, talks, workshops), or partnering with Western Colorado University and other stakeholders to help create a public interface for progress reporting. Community outreach could include K-12 school presentations (4-H, Taylor Challenge, Water Festival, Mill Creek Youth Summit, AgVenture), community pull days, a booth at the farmer's market, Gunnison SageGrouse Summit or Festivals, or at local recreation events such as the Sageburner, Growler, and other permitted recreational events.

10. Stay updated on innovations in cheatgrass management throughout the western United States. Build partnerships with companies and conduct background research on herbicides and other treatment technologies (fertilizers, bio-control, mechanical and cultural practices, seeding, etc) and mapping techniques. Develop and update a Best Management Practice document for this information to guide efficacy and reduce risk.
11. Recruit, train, and supervise herbicide applicators to build certified applicator capacity in personnel able to spray cheatgrass in the Gunnison Basin.
12. Coordinate seed collections of Gunnison Basin native grasses, forbs, and shrubs such as sagebrush. Coordinate seed storage, planting, and growing operations between Colorado Parks and Wildlife and Bureau of Land Management storage facilities and potential use of the Western Colorado University greenhouse.
13. Coordinate seeding and planting events in post-treatment sites, tied with cheatgrass treatments and other disturbances such as road decommissioning.

Products:

1. Develop a repository for project records. Work with partners and land management agencies to capture and/or assist in writing pre-project implementation plan(s) documenting objectives and rationale, methods and treatment types, monitoring and assessment methods (e.g. photo points, vegetation sampling, etc.), GPS locations and spatial data (e.g. shapefiles and geo-databases for infestations and treatment areas), supplies needed, timelines, and project participants (agencies and contractors involved including contractor bids) to prepare for field implementation. Ensure appropriate environmental clearances (e.g. NEPA) has been documented.
2. Summarize results with an annual report and public communications. Analyze monitoring data to make recommendations for future work. Include information and education campaigns, summary of sites, treatment design, monitoring program protocol and results, lessons learned.
3. Create and regularly maintain database of certified applicators and other contractors willing to work on cheatgrass projects in the Gunnison Basin.
4. Track accomplishments and monitoring data in the Gunnison Sage-Grouse Conservation Efforts Database (CED). Facilitate the addition of treatment data from other agencies. Input data annually.

Skills and Education:

1. A State of Colorado's Department of Agriculture Qualified Supervisor license. If the applicant does not currently have a Qualified Supervisor license, they must be willing to obtain a reciprocal license or work towards obtaining a Certified Operator license within one year of being hired for the position, and subsequently a Qualified Supervisor license if contract is extended beyond the first year.

This position will be dynamic and evolving. Services, tasks or products beyond the scope or work outlined in this contract may be determined by or amended by the Project Team and Coordinator.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment No. 1 to the Administrative Services Agr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 01/01/2026

Term Ends:

Grant Contract #:

Summary:

2026 Amendment to the Imagine360 Administrative Services Agreement.

Fiscal Impact: \$143,126

Submitted by: Lauren Trautz

Submitter's Email Address: ltrautz@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman

Discharge Date: 1/8/2026

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 1/9/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/9/2026

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/9/2026

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 1/20/2026

**AMENDMENT NO. 1
TO THE ADMINISTRATIVE SERVICES AGREEMENT
DATED January 1, 2025 (“Agreement”)**

**together with its respective Exhibits, Attachments and
Amendments thereto (if any)**

between

**IMAGINE360 ADMINISTRATORS, LLC (“Claims Administrator”)
and
Gunnison County, Colorado (“Plan Sponsor”)
(together, the “Parties”)**

WHEREAS, the Parties previously entered into the above-referenced Agreement for certain services to include Plan Sponsor’s access to certain health and welfare-related administrative services as set forth therein; and

WHEREAS, effective January 1, 2026 (the “Amendment Effective Date”), the Parties have mutually agreed to amend the Agreement to adjust pricing and to add certain terms concerning the Parties rights and duties.

NOW THEREFORE, the Parties agree to amend the Agreement as set forth below and shall execute this Amendment thereto, which shall be attached to and incorporated by reference into the Agreement.

1. Commencing on the Amendment Effective Date, **Schedule A Fees** of the Agreement is hereby deleted in its entirety and replaced with a new **Schedule A Fees**, attached hereto and herein incorporated by reference.

All other terms and conditions of the Agreement shall remain in full force and effect. All terms not defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned have read and agreed to the terms of this Amendment.

Gunnison County, Colorado

Imagine360 Administrators, LLC

By: _____

By: 

Print Name: Laura Puckett Daniels

Print Name: Brian Atkinson

Title: Chairperson

Title: Chief Operating Officer

SCHEDULE A

FEES

In accordance with Article III of the Administrative Services Agreement, Plan Sponsor agrees to pay to Claims Administrator the following Administrative Fees:

Service or Item	Fee
Administrative Services¹	
• Per Employee (bundled)	\$40.17 PEPM
• Per Employee (Dental only)	\$3.50 PEPM
• Per Employee (Vision only)	\$1.50 PEPM
• Consolidated Appropriations Act/Transparency in Coverage Fee	\$1.75 PEPM
• COBRA Administration Fee	\$1.50 PEPM (See Schedule N)
• Third Party Recovery	30% of Recovery (See Schedule C)
• IRO Appeal	\$98 + cost of IRO review
• Monthly Minimum Fee	75% of Initial EEs x Admin Fee
• Monthly Late Charge Owed each month for any premium payment received by Administrator after the last day of the month that payment due	\$250
Claim Pricing and Cost-Containment	
• Reference-Based Pricing (RBP) Fee	Various (See Schedules I & J)
• MPI PPO Fee	\$8.00 PEPM
• Cost-Containment Services- non-RBP claims, as applicable	25% of Savings
• Virtual Cash Card (per claim)	6% of Billed Charges
Utilization Review and Care Management	
• Utilization Review Notification	Included (See Schedule D)
• Care Management	\$175/hr (See Schedule D)
• Physician Review	\$300/hr (See Schedule D)
Telehealth Service Fees	
• Emergent/Urgent 24/7 Telemedicine, Virtual Primary Care and Virtual Behavioral Health	\$1.95 PEPM (See Schedule E)
Special Claims Charges (if applicable)	
• Pre-Contract (Run-In)	10% of Paid Claims
• Post-contract payment (Run-Out)	10% of Paid Claims

¹ Fees may be revised if the Plan Sponsor requires additional services not listed in this Agreement

NOTE: The fee and rates outlined in Schedule A shall be renewed and revised as necessary; in any event, on the anniversary of each Plan year while this Agreement remains effective, the fees for services and goods provided, other than percentage fees, shall be adjusted up commensurate with a percentage at least equal to the percent change in the Consumer Price Index (CPI-U, U.S. City Average, All Items) for the most recent year available, (a "CPI Adjustment"). Where the CPI-U adjustment is lower than three percent (3%) per annum, Plan Sponsor agrees to a minimum increase of three percent (3%) for the applicable Plan year. Plan Sponsor may accept the CPI Adjustment by paying the adjusted fee or send a written request to Claims Administrator seeking to cap the CPI increase. Upon receipt of such request, Claims Administrator agrees it will meet and confer with Plan Sponsor to negotiate a mutually acceptable CPI increase.

ADMINISTRATIVE SERVICES AGREEMENT

Between

IMAGINE360 ADMINISTRATORS, LLC

**For itself and on behalf of its applicable affiliate and sister companies
("Claims Administrator")**

And

Gunnison County, Colorado

("Plan Sponsor")

(individually a "Party and together, the "Parties")

Signature Page

This **Administrative Services Agreement** is entered into this January 1, 2025, (the "**Effective Date**") by and between Claims Administrator, a Texas limited liability corporation and Plan Sponsor and establishes a set of rights and duties between the Parties with respect to services to be provided. All such services are for Plan Sponsor's use with one or more of its sponsored self-insured group welfare benefit plan(s), ("**Plan**") which provides for payment of certain welfare benefits to and for certain eligible individuals as defined by the Plan's master plan document (hereinafter called the "Plan Document", such individuals being hereinafter referred to as "Plan Members")

This document is comprised of the: (i) Signature Page; (ii) General Terms and Conditions; and (iii) one or more Schedules, setting forth fees as well as additional terms and conditions applicable to products. Together the components listed in this paragraph, along with any related exhibits, attachments and appendices, are collectively referred to throughout as the ("**Agreement.**")

In Witness Whereof, for and in consideration of the mutual covenants contained in this Agreement, the Parties intending to be bound have caused their duly authorized representatives, to execute and enter this Agreement.

Gunnison County, Colorado:

IMAGINE360 ADMINISTRATORS, LLC:

By: 

By: 

Print Name:

Laura Puckett Daniels

Print Name:

Brian Atkinson

Title:

Chairperson

Title:

Chief Operating Officer

ARTICLE 1. DUTIES AND RESPONSIBILITIES OF PLAN SPONSOR

- 1.01 Plan Sponsor is the Plan Administrator and retains ultimate discretionary authority and all final authority and responsibility for the Plan and its operation. Plan Sponsor delegates to Claims Administrator only non-discretionary authority to assist Plan Sponsor in the development, maintenance, and administration of the Plan as specifically described in this Agreement or as mutually agreed to in writing. Any function not expressly delegated by Plan Sponsor to, and agreed to be assumed by Claims Administrator, in writing, pursuant to this Agreement shall remain the sole responsibility of Plan Sponsor.
- 1.02 Plan Sponsor retains sole authority and responsibility to develop and maintain benefit designs, related summary plan descriptions, and, if applicable, trust documents that comply with all applicable state and federal laws and their implementing regulations. Plan Sponsor agrees that compliance of its Plan is the sole responsibility of Plan Sponsor, and it will secure from its own legal counsel a review of all such benefit designs, material documents, and filings for purposes of ensuring the Plan's compliance with law. Plan Sponsor acknowledges that certain benefit design options, if elected by Plan Sponsor, or the payment of ineligible medical claims for a Plan Member may cause risk to Plan Sponsor, the Plan, or its Members, and as the employer, Plan Sponsor retains sole responsibility for such risks, including the duty to ensure the Plan Member(s) is properly notified of any risks, particularly including any tax consequences of the benefit design or payment of an ineligible claim.
- 1.03 Plan Sponsor shall have final authority in determining issues of eligibility and coverage under the Plan and claims to be paid by the Plan with the express exception of the amount of any claim eligible for reimbursement.
- 1.04 Plan Sponsor shall procure stop-loss coverage at levels sufficient to ensure the viability of the Plan and shall determine and maintain the funding level required for prompt payment of all expenses incurred by the Plan.
- 1.05 Plan Sponsor shall be responsible for collecting all appropriate contributions to the Plan from all Plan Members. Failure to collect any such contributions shall not relieve Plan Sponsor from its funding obligation to the Plan.
- 1.06 Plan Sponsor shall be responsible for taking the following actions to facilitate the proper performance of Claims Administrator's responsibilities:
 - (a) provide Claims Administrator with a complete and accurate list of all individuals eligible for benefits under the Plan, and who are enrolled in the Plan, and any other enrollment information required by Claims Administrator by online entry of such information or by such other method as the Parties may agree from time to time prior to the Effective Date. Plan Sponsor assumes responsibility for the accuracy of any information supplied to the Claims Administrator and agrees to hold Claims Administrator harmless for any action taken by Claims Administrator in reliance upon the correctness of such information;
 - (b) notify Claims Administrator, no less than monthly, of any changes in eligibility and participation. Notice of Plan Member termination (inclusive of any reason for loss of coverage) must be given within thirty (30) days of the termination. Plan Sponsor assumes responsibility for the accuracy of any information supplied to the Claims Administrator and agrees to hold Claims Administrator harmless for any action taken by Claims Administrator in reliance upon the correctness of such information. Plan Sponsor agrees that if it fails to notify Claims Administrator of a termination, and it would like to recover expenses and fees

paid following the termination, then Plan Sponsor shall request in writing that Claims Administrator refund such amounts paid as soon as possible following the termination; provided however, that Claims Administrator shall only refund an amount representing the Plan Sponsor's payments, under the Plan, for expenses and fees for such Plan Member in an amount equal to the lesser of (i) such amounts paid by the Plan Sponsor for such Plan Member during a maximum of up to a two (2) month period following the termination, or (ii) the refund amount permitted by the applicable stop-loss insurer.

- (c) review, approve and distribute to all eligible Plan Members (and return to Claims Administrator when necessary) all appropriate and necessary materials and documents, including but not limited to, Plan Documents, summaries of benefits, identification cards, enrollment forms, applications and notice forms as may be necessary for the operation of the Plan or to satisfy the requirements of state or federal laws or regulations;
- (d) provide Claims Administrator with copies of any and all revisions or changes to the Plan Document as soon as is reasonably known, but no later than sixty (60) days before the effective date of the changes, or as otherwise required under applicable law;
- (e) satisfy any and all required reporting, required responses, and disclosure requirements imposed by law, regulation and/or solicited from any and all governmental agencies;
- (f) maintain bank account(s), in a financial institution mutually agreed upon by Plan Sponsor and Claims Administrator, from which payments are issued to cover expenses of the Plan solely utilizing general assets (hereinafter referred to as the "Plan Sponsor Account"). For the avoidance of doubt, banking fees, NSF charges, and other costs associated with the Plan Sponsor Account shall be paid by Plan Sponsor. Claims Administrator will provide the ACH information for the bank at which the Plan Sponsor Account is established that Claims Administrator or its designee is authorized to withdraw funds on behalf of the Employer for purposes of payment of Plan benefits and the payment of expenses and fees related to such benefits and the administration of the Plan as contemplated by this Agreement.
- (g) provide Claims Administrator with any additional information incidental to the Plan as may be requested by Claims Administrator from time to time;
- (h) perform any testing, reporting, and/or other analyses of the Plan as required by law, including by way of example and not limitation, non-discrimination testing and non-quantitative treatment limitation analysis;
- (i) review and respond to all internal adverse benefit determinations as may be required in the Plan Document that have not been delegated, and resolve Plan ambiguities and interpretive questions;
- (j) provide adequate and timely funding and/or payment to satisfy all state and/or federal regulations, including but not limited to the Patient Protection and Affordable Care Act ("PPACA") assessments, taxes, fees, and/or penalties, state or other federal agency fees, assessments, and taxes, upon the applicable effective date, whether known or unknown at the time of executing this Agreement. This provision shall survive the termination of this Agreement, as Plan Sponsor is solely responsible for any applicable assessments, taxes, fees and/or penalties associated with the Plan or related to Plan Sponsor's requirements to offer coverage; and

- (k) timely complete and return paperwork as may be requested by Claims Administrator in order for Claims Administrator to reasonably deliver (or continue to deliver) the services. Examples of such paperwork include, without limitation, financial and banking documents, renewal checklists and materials, as well as business associate agreements and/or third party data authorizations.
- 1.07 Plan Sponsor shall hold information that is proprietary to Claims Administrator confidential ("Confidential Information") and shall not use or disclose such information without the consent of Claims Administrator. Confidential Information shall include ideas, concepts, techniques, works of authorship, know-how, finances, plan designs, development plans, current or proposed products or services, processes, PPO network or provider discount arrangements, pharmacy benefit management arrangements, client lists including prospective clients, employees, business relationships, fee schedules, provider reimbursement, and information of third parties that is subject to separate confidentiality protections (whether transferred orally, in writing, visually, electronically or by any other means) furnished (whether before or after the date hereof) by Claims Administrator. Confidential Information shall include this Agreement except where this Agreement is required to be disclosed by the Freedom of Information Act or similar state law. Confidential Information shall not include information that: (i) is or becomes publicly available other than as a result of a disclosure by a Party, (ii) is or becomes available to a Party on a non-confidential basis from a source (other than a Party to this Agreement) which is not prohibited from disclosing such information to another party by a legal, contractual or fiduciary obligation, (iii) is independently developed by a Party to this Agreement as demonstrated by written or documented evidence, or (iv) was known by a Party to this Agreement prior to disclosure for this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit either Party from sharing contractual or reimbursement terms with the Plan/Plan Sponsor and its participants, referring providers or stop loss carriers proposing and/or providing coverage to Plan Sponsors or Plans, or from releasing or disclosing Confidential Information pursuant to a legal requirement, including a court order, government subpoena or regulatory requirement, including Internal Revenue Code Sect. 9824, ERISA Sect. 724, and/or PHS Sect 2799A-9.
- 1.08 Claims Administrator and Plan Sponsor shall each own their trademarks, service marks, copyright data, documents, and software it generates in the performance of services under this Agreement; provided, however, that each Party shall have the right to retain copies of data submitted to the other Party subject to the confidentiality provisions found in Article 1.07 hereof and shall have the right to use data received in aggregate form in the general course of its business.

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CLAIMS ADMINISTRATOR

- 2.01 Claims Administrator agrees to perform the following administrative services for Plan Sponsor:
- (a) assist in the preparation of a Plan Document/Summary Plan Description, identification cards, and other material necessary to the operation of the Plan;
 - (b) If so elected, assist in the preparation of Plan Sponsor's Summary of Benefits and Coverage (SBC) at the cost indicated in Schedule A. If Plan Sponsor makes changes to its Plan at a time other than the Plan's renewal date, the Plan Sponsor will provide Claims Administrator with a 90 day advanced notice of the Plan changes;
 - (c) process and adjudicate all claims presented for payment in accordance with the Plan Document, including but not limited to reasonable investigatory work in determining claim eligibility, and preparing and distributing benefit checks and explanations of benefits to Plan

Members and/or service providers, as applicable. It is understood by the parties hereto that any claim under the Plan that may not be processed under the Plan Document terms, as well as any contested or doubtful claim, or claim subject to legal action, attachment or order, will be subject to the review and determination by the Plan Sponsor or its designated representative. Claims Administrator may access consumer credit files in accordance with the Fair Credit Reporting Act (FCRA) to assist Plan Sponsor in its health plan operations, such as claim processing, assistance with member payment plans, member defense and advocacy in event of balance billing and other administrative functions;

- (d) coordinate benefit payments with other plans, employers, stop-loss insurers and other persons and honor assignments of benefits to providers of services in accordance with the provisions of the Plan;
- (e) Claims Administrator shall review and respond to appeals made by Plan Members of adverse benefit determinations as may be required in the Plan Document; as noted in Article 1, Plan Sponsor shall retain final authority to decide appeals, overrule any recommendations made by Claims Administrator, and shall be the "appropriate named fiduciary" for purposes of Section 503 of ERISA (as defined herein);
- (f) to the extent set forth in the Plan Document, Claims Administrator, on behalf of Plan Sponsor, will facilitate reviews required by an Independent Review Organization (IRO). Claims Administrator will submit all documentation regarding the appeal to the IRO and work with the IRO as needed to complete its review. Claims Administrator will pass all costs of the IRO review on to Plan Sponsor as described on Schedule A;
- (g) Claims Administrator may perform claim negotiation services on the plan's behalf, or delegate to an outside entity, as directed by the Plan.
 - (g)(1) Claims Negotiation Services (general) – If a claim negotiation service is utilized on claims for Plan Sponsor's Plan, Claims Administrator will retain a portion of the claims negotiation services fee paid by Plan Sponsor in accordance with Schedule A. It is agreed that in performing these claims negotiation services, Claims Administrator will not be a fiduciary of the Plan. Client will identify the types of claims subject to negotiation service, and provide Claims Administrator with written settlement authority for any such claims eligible for claim negotiation services.
 - (g)(2) Claim Negotiation Services (NSA Claims) - Claims negotiation services may include also claims subject to the dispute resolution procedures for claims governed by Title I of the Consolidated Appropriations Act of 2021, (the "No Surprises Act" or "NSA"). When applicable, Plan Sponsor directs Claims Administrator to negotiate an acceptable reimbursement rate up to eighty-five percent (85%) of the medical provider's disputed balance for NSA eligible claims only. Any reimbursement amount that exceeds eight-five percent (85%) of the disputed balance will require Claims Administrator to present the negotiated terms to Plan Sponsor for its written approval for NSA eligible claims. Plan Sponsor agrees it and/or the Plan are responsible, for the payment of benefits, including all additional benefit payments due to a medical provider as a result of the dispute resolutions process for applicable NSA claims, along with all associated fees and expenses.
- (h) respond to inquiries from Plan Sponsor, Plan Members, and service providers concerning requirements, procedures or benefits of the Plan, though such information shall not constitute a determination of benefits that will be paid under the Plan or a guarantee or certification to anyone that any amount will be paid;

- (i) maintain all claim files for the Plan in accordance with Article 6 hereof;
- (j) provide the Plan Sponsor with (i) an itemized monthly statement for the Plan reflecting all fixed fees with respect to the Plan, (ii) worksheets describing benefit payments, (iii) a detailed monthly report of benefits paid, (iv) an annual summary of benefits paid and (v) an annual management report of the Plan operation during the preceding period and cost estimates of deposit guidelines for the Plan Sponsor Account;
- (k) Claims Administrator will assist the Plan Sponsor, in creating, implementing, and operating a virtual card cash pay arrangement during the term of this Agreement and subject to its terms and conditions, as outlined in Schedule M. Claims Administrator will provide an itemization of each cash pay arrangement claim payment in the reports detailed in Article 2.01(j);
- (l) provide information necessary for, and assist Plan Sponsor in, preparing reports required by any local, state or federal government pertaining to the operation of the Plan. Additional compensation shall be negotiated between the Parties for any reports or information requested or required by Plan Sponsor to respond to document requests made in the course of a government investigation or audit or a court proceeding (including but not limited to a subpoena and document requests), or to an agency or court order;
- (m) assist Plan Sponsor, upon request, with the establishment of rates and provide Plan Sponsor with information on rate structures for comparable benefit programs;
- (n) obtain quotations, as requested by Plan Sponsor, for policies of insurance, if available, including stop-loss or excess risk coverage and/or ancillary coverages such as life and AD&D. The decision to purchase any such insurance shall be made solely by Plan Sponsor. Claims Administrator makes no representations or warranties regarding the adequacy of any particular coverage or carrier. Claims Administrator may receive commissions or other compensation in connection with Plan Sponsor's purchase of such insurance; and
- (o) Provide additional services not specified in this Agreement as mutually agreed upon in writing by Plan Sponsor and Claims Administrator.

2.02 Claims Administrator shall cooperate with Plan Sponsor in the defense of any action arising out of matters related to Plan Sponsor's Plan and make available to Plan Sponsor and its counsel documentation relating to or relevant to the action as Claims Administrator may have as a result of the performance of its obligations under this Agreement. The defense of any legal action or proceeding brought to recover a claim for benefits or other matter involving the Plan shall not be the obligation of Claims Administrator, and all fees, expenses, or costs attributable to the defense shall be the sole responsibility of Plan Sponsor. In the event Claims Administrator pays any such fees and costs, either for its own defense or to support the defense of Plan Sponsor, Plan Sponsor shall immediately reimburse Claims Administrator and the remedies of Article 3.03 shall apply.

2.03 Claims Administrator will perform the function of filing the information reporting returns (Form 1099) with the IRS under the tax identification number of Claims Administrator. Claims Administrator and Plan Sponsor agree that Plan Sponsor is solely responsible for said reporting.

2.04 Claims Administrator shall perform the services and its obligations set forth in this Agreement in a competent and professional manner, with that level of reasonable care which a similarly situated

provider of the same services would exercise under similar circumstances, with qualified and appropriately trained personnel.

ARTICLE 3 FEES OF CLAIMS ADMINISTRATOR

- 3.01 Claims Administrator shall receive consideration in accordance with Schedule A herein incorporated by reference or as otherwise specifically denoted on another Schedule.
- 3.02 These monthly fees are due on the 1st of the month and will be considered late if not received by the last day of the month for which the fees were due. All other costs and expenses of Claims Administrator for services or products beyond the scope of the provisions contained herein will be determined in accordance with Claims Administrator's established time allocation and hourly charge procedures, and those of other persons or entities from whom hourly services are purchased.
- 3.03 If Plan Sponsor, for any reason whatsoever, fails to make a required fee payment by the thirtieth (30th) day of the month in which it is due, Claims Administrator may:
- (a) after written notice to Plan Sponsor, suspend the performance of its services to Plan Sponsor until such time as Plan Sponsor makes the proper remittance;
 - (b) charge interest to Plan Sponsor on all past due fees at the rate of one and one-half percent (1-1/2%) per month or the maximum rate allowed by law, whichever is less;
 - (c) cease retroactively to the end of the month for which full payment was last received, all administrative services; and/or
 - (d) commence termination of this Agreement in accordance with Article 8.
- 3.04 In the event Claims Administrator advances any sums to a vendor or a state and/or federal agency on behalf of Plan Sponsor, Plan Sponsor agrees to immediately reimburse Claims Administrator in full and the remedies in Article 3.03 will apply. This provision shall survive the termination of this Agreement.
- 3.05 If the number of participants enrolled in the Plan decreases by twenty-five percent (25%) or more when compared to the number of participants enrolled as of the first day of each year of the Initial Term or a subsequent Renewal Term, Claims Administrator shall have the right to prospectively adjust its administrative fee. Claims Administrator shall provide notice to Plan Sponsor of the change in its administrative fee at least thirty (30) days prior to the effective date of such change. Either Party shall have the right to terminate the Agreement without penalty by giving written notice of termination to the other Party before the effective date of the change. If Plan Sponsor accepts the proposed change, Claims Administrator shall provide a revised Schedule A that will then become part of this Agreement without the necessity of securing Plan Sponsor's signature on the Schedule. If Plan Sponsor fails to respond to the notice and does not terminate the Agreement during the notice period, Plan Sponsor will be deemed to have approved the proposed changes, and Contractor Claims Administrator shall provide a revised Schedule A that will then become part of this Agreement without the necessity of securing Plan Sponsor's signature on the Schedule. An adjustment to Claims Administrator's administrative fee shall take effect the first of the month following the date of notice to Plan Sponsor unless the Parties agree otherwise. The adjustment may be made regardless of any rate guarantee that may be in place for that period of time. Failure by Plan Sponsor to pay the adjusted administrative fee is subject to the remedies set forth in Article 8.

- 3.06 Claims Administrator shall not provide or be responsible for the expenses and cost of legal counsel, actuaries, certified public accountants, consulting physicians, consulting dentists, medical and other review charges for special claims investigations, independent medical review services or similar services performed for Plan Sponsor.
- 3.07 If Plan Sponsor fails to pay any undisputed fee, expense, tax, assessment, penalty, and/or any other sum due under this Agreement, Plan Sponsor shall pay all reasonable expenses incurred by Claims Administrator in collecting those sums, including reasonable attorney fees and costs.

ARTICLE 4 CLAIMS PAYMENT AND EXPENSES

- 4.01 Upon Plan Sponsor approval of the payment of benefits, Claims Administrator or its representatives shall authorize the payment of benefits provided by the Plan and the payment of amounts due to other miscellaneous providers of services to the Plan from the Plan Sponsor Account established and maintained by the Plan Sponsor solely from its general assets. In addition, the Claims Administrator may draw or authorize the payment from such Account of amounts to pay the compensation of the Claims Administrator as described in this Agreement, any insured coverage premiums and commissions, other costs as authorized by the Plan Sponsor, utilization review service charges, prescription card service charges, legal service, medical information and consultation fees, and miscellaneous charges for Plan expenses;
- 4.02 If Plan Sponsor, for any reason whatsoever, fails to deposit sufficient funds in the Plan Sponsor Account within ten (10) days from the date requested by Claims Administrator, or if Claims Administrator has reasonable concerns regarding Plan Sponsor's ability to sufficiently fund claims and expenses, Claims Administrator may immediately, with prior notice to Plan Sponsor, suspend or terminate the prescription drug card (if applicable), suspend all claims paying activities, notify preferred provider organization ("PPO") networks, the Department of Labor, healthcare providers, participants, beneficiaries, and vendors, as applicable and/or take other necessary legal action until sufficient and timely claims funding is established.
- 4.03 Plan Sponsor acknowledges that its use of a preferred provider organization ("PPO"), if any, is subject to the terms and policies of the respective PPO as well as the PPO's provider agreements. Through its selection and use of the PPO, Plan Sponsor agrees to pay the PPO's then-current access fee, and states that it has been advised of all of such PPO's terms and policies, and it will not cause or maintain a breach of the PPO network access agreement entered into between Claims Administrator and Plan Sponsor's elected PPO, or applicable PPO provider agreements. Among the remedies available for violation of the PPO terms and policies, Plan Sponsor understands that the PPO may terminate Plan Sponsor and/or the Plan's access to the PPO, and discounts may not be available for any claim "paid" outside of the terms of the PPO contract. "Paid" typically means processed, funded, and mailed or electronically deposited in an account for the provider.
- 4.04 Plan Sponsor acknowledges that claims must be paid according to the terms of the Plan Document and underlying stop loss contract, if applicable, or Plan Sponsor may not be reimbursed for claims that may otherwise qualify for reimbursement. "Paid" typically means processed, funded, and mailed or electronically deposited in an account for the provider.
- 4.05 Claims Administrator shall not be responsible for any late filings, penalties, fines, taxes, interest, assessments, lost PPO discounts, unrealized stop-loss reimbursements, etc., that may result from late or inadequate funding (from any source), suspension or cessation of performance described herein.

ARTICLE 5 LIMITS OF CLAIMS ADMINISTRATOR'S RESPONSIBILITY

- 5.01 If a claim adjudication error should be discovered, Claims Administrator shall use good faith efforts toward the recovery of material losses therefrom. Claims Administrator shall not be required to initiate legal proceedings for any such recovery and shall have no liability for such errors, provided Claims Administrator makes a good faith attempt to correct any such error once it is discovered. In doing so, Plan Sponsor understands and agrees that Claims Administrator may satisfy certain benefits due and unpaid under the Plan by offsetting against the Plan's prior overpayment of benefits.
- 5.02 It is understood and agreed that Claims Administrator is, and shall remain, an independent contractor with respect to the services being performed and shall, for no purpose, be deemed an employee or fiduciary of Plan Sponsor.
- 5.03 It is understood and agreed that Claims Administrator is not a "Plan Sponsor", "Plan Administrator" or "Fiduciary" of or for the Plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") or applicable state law. Claims Administrator and Plan Sponsor agree that any and all functions performed by Claims Administrator on behalf of Plan Sponsor do not give rise to Claims Administrator acting as a "fiduciary" of the Plan. Notwithstanding anything in the Agreement to the contrary, any delegation of authority or duties pursuant to this Agreement construed by a court of law or governmental agency to make Claims Administrator such a Plan Administrator or fiduciary shall be null and void, and such duties are hereby retained by Plan Sponsor. Accordingly, the services to be performed by Claims Administrator shall be limited to the ministerial services set forth in this Agreement, and the performance by Claims Administrator of such services shall be subject to review by Plan Sponsor.
- 5.04 It is further understood by Plan Sponsor that Claims Administrator is not a custodian or an insurance company, and that Claims Administrator shall have no responsibility, risk, liability, or obligation for the funding or for the payment of benefits due under the Plan. The responsibility and obligation for funding the Plan shall be solely and totally the responsibility of Plan Sponsor. Claims Administrator shall have no final discretionary authority or control over the management or disposition of Plan assets, and no authority over, or responsibility for, Plan administration. Claims Administrator is neither Plan Sponsor or Plan Administrator, nor a provider of health care services. Claims Administrator shall have no responsibility for any insurance coverage relating to the Plan, Plan Members, or Plan Sponsor; or the nature or quality of professional health services rendered to Plan Members.
- 5.05 Claims Administrator and Plan Sponsor shall each be solely responsible for compliance with all laws, rules and regulations that are now or hereafter applicable to each of them and their own performance under this Agreement. Claims Administrator shall not be responsible for establishing or maintaining the Plan or ensuring Plan Sponsor is in compliance with applicable state or federal legal requirements nor shall Claims Administrator be an entity that is responsible for payment of benefits under the Plan or for payment of any fees, assessments, interest, penalties or taxes regardless of whether such fees, assessments, penalties, interest or taxes are assessed against the Plan, Plan Sponsor, or Claims Administrator on behalf of Plan Sponsor. Plan Sponsor shall, in its sole discretion, determine the source of funding for such fees, assessments, penalties, or taxes, and shall assume all liability for the appropriateness of use of Plan assets or Plan Sponsor general funds to pay such fees, assessments, penalties, and taxes. Plan Sponsor understands that Claims Administrator is not an investment advisor, law firm or actuarial firm, and does not render any legal advice to Plan Sponsor.

- 5.06 Claims Administrator shall, when requested by Plan Sponsor, assist Plan Sponsor with the application for stop-loss insurance including assisting in the completion of required disclosure documents if Claims Administrator has provided administrative services under this or a prior Agreement in the twelve (12) consecutive months prior to the application for stop-loss insurance. The Plan Sponsor shall retain final responsibility and approval of all stop-loss applications and required disclosures.
- 5.07 If Plan Sponsor elects to utilize the advance funding feature of its stop-loss policy, Plan Sponsor shall assume all liability resulting from its use of that advanced funding feature and shall indemnify Claims Administrator for such liability, including but not limited to, the loss of a negotiated PPO discount amount, the loss of a negotiated case rate, and/or a violation of state or federal regulations regarding the time period for payment of claims. Claims Administrator may assess Plan Sponsor a monthly administrative fee of Five Hundred Dollars (\$500.00) for each month after the first thirty (30) days the request remains unfunded for costs to manage administrative activities related to the funding request.
- 5.08 In the event Claims Administrator does not procure stop-loss insurance for Plan Sponsor or assist Plan Sponsor in such procurement, Plan Sponsor shall indemnify and hold harmless Claims Administrator and its respective officers, partners, employees and agents from and against any and all expenses, claims, settlement costs, penalty, damages, judgments, attorney's fees, actions or causes of action whatsoever to the extent that such results from the stop-loss carrier, stop-loss coverage, or lack thereof, and/or in any way connected with any act, failure to act, the performance of and/or failure to perform any and all obligations by or related to the stop-loss coverage selected and procured by the Plan Administrator/Sponsor or its Broker/agent. This provision shall survive the termination of any applicable stop-loss policy and/or contract as well as this Agreement to the extent permitted by law.

ARTICLE 6 RECORDS

- 6.01 Claims Administrator shall maintain records and files in its possession for a period of time required by its corporate document retention policy, including all records and files in conjunction with the administrative services to be performed hereunder. The term "records and files" shall include, but shall not be limited to, the claim files, unissued and canceled checks, bank statements, copies of stop-loss applications and contracts, and copies of the account ledger sheets of the applicable bank accounts.
- 6.02 During normal business hours, Claims Administrator will provide to Plan Sponsor at Claims Administrator's headquarters access to those records in its immediate custody relating to Claims Administrator's performance under the Agreement, and not restricted from disclosure under applicable law or agreement between Claims Administrator and a third party or applicable law. Any such inspection and audit shall occur no more than once every twelve (12) months and in no greater duration than five (5) consecutive business days, and all reviews hereunder shall be commenced within one (1) year following the period being audited. Plan Sponsor shall give Claims Administrator not less than four (4) weeks' advance written notice of its intent to inspect or audit records, with a description of the types of information within the scope of the audit, including dates, a complete listing of transactions and records to be reviewed for the audit, and the identity of the proposed auditor's name, title, and professional qualifications, as well as a statement concerning the purpose for the audit. The auditor shall be subject to Claims Administrator's approval, which approval shall not be unreasonably withheld. In the event Plan Sponsor and Claims Administrator cannot agree upon an auditor, KPMG, LLP shall be considered a mutually acceptable auditor by both Parties. The Parties shall agree upon the date for the audit, and audits shall occur in a manner

that does not unreasonably interfere with Claims Administrator's ability to conduct its normal business and shall occur at Plan Sponsor's sole expense. Plan Sponsor shall reimburse Claims Administrator for its cost for an audit that cannot be completed in five (5) business days or that exceeds a sample size greater than twenty-five (25) files and/or transactions, or otherwise amounts to exceptional administrative demands. No portion of the audit shall be conducted by an auditor retained on a contingency basis without Claims Administrator's prior written approval. The auditor or inspector shall provide Claims Administrator with copies of all reports and summaries compiled as a result of the audit, including any draft report. The auditors shall meet with Claims Administrator to discuss audit finding results contained in a draft report. Claims Administrator may, at its option, include a supplementary statement in any final report, and shall have the right to require any changes in or conditions in the audit findings that may be necessary to protect Claims Administrator's legal and business interests. The auditor shall use the information audited solely for the purposes of the audit, shall ensure that the information accessed will be kept confidential in accordance with all applicable laws and professional standards, and shall not make photocopies or remove any of the records or information without the express written consent of Claims Administrator. Plan Sponsor shall indemnify and hold harmless Claims Administrator for any and all claims, costs, expenses, and damages that may result from any breaches of the auditor's obligations under this section. Any such agent or auditor that has access to the records and files maintained by Claims Administrator shall, prior to beginning such inspection or audit, sign a written Business Associate Agreement and an agreement regarding the use of proprietary and confidential information.

- 6.03 The Parties agree to use and disclose the protected health information of Plan Members in a manner consistent with all applicable state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, and the Security Standards and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 and as set forth in the Business Associate Agreement attached hereto as Schedule B.

ARTICLE 7 TERM OF AGREEMENT

- 7.01 This Agreement shall commence on the Effective Date and will continue for one (1) year ("Initial Term"), and thereafter will automatically renew for consecutive one (1) year terms (each a "Renewal Term"), unless a Party ends the Agreement in accordance with Article 8 of this Agreement.

ARTICLE 8 TERMINATION AND NON-RENEWAL

- 8.01 This Agreement may end:
- (a) by either Party giving written notice of non-renewal to the other Party at least sixty (60) days prior to the end of the Initial Term or Renewal Term (as applicable);
 - (b) immediately by the non-breaching Party in the event the breaching Party fails to correct a material breach to the reasonable satisfaction of the non-breaching Party within thirty (30) days after the breaching Party receives written notification of breach from the non-breaching Party;
 - (c) within ten (10) days of receipt of written notice by Claims Administrator (i) to provide funds for the payment of benefit claims, administrative fees, or insurance premiums, or (ii) to pay Claims Administrator fees as set forth in this Agreement;

- (c) immediately upon insolvency, filing of a petition for bankruptcy if such petition is not dismissed within forty-five (45) days of being filed, or appointment of a receiver, conservator or trustee for all or substantially all of a Party's assets;
 - (d) upon written agreement of the Parties; or
 - (e) upon the termination of the Plan.
- 8.02 If Plan Sponsor terminates the Agreement without providing notice of non-renewal in accordance with Article 8.01(a), it shall compensate Claims Administrator for its reasonable start-up costs associated with this Agreement, which Plan Sponsor agrees shall be equal to three (3) months of Administrative Fees listed on Schedule A.
- 8.03 Application of this Agreement to any state or jurisdiction may be prospectively discontinued by either Party as of the date such Party determines that it will be penalized, by such state or jurisdiction, for performance of its responsibilities under this Agreement.
- 8.04 In the event of termination of this Agreement, Claims Administrator shall (i) complete the processing of all requests for benefit payments under the Plan which are received by it (and are due and payable) prior to the date of termination of this Agreement, but it shall have no obligation to (A) complete the processing of any such requests upon its determination that the Employer has failed to provide funds for the payment of benefits, or (B) process requests for benefit payments or authorize drafts or checks received by it after the date of termination, except as provided in Article 8.05 below, and (ii) forward the claimant files to the appropriate party as prescribed by federal and state laws at Plan Sponsor's expense. In the event the Plan Sponsor desires reports or other services after termination, other than the reports required under Article 2.01 such reports or services will be provided at the additional cost involved in producing the requested reports or services. The standard reports that are produced upon termination are the Accumulator file and the Eligibility file. The charge for these reports is \$500. Any special reports other than the standard reports produced upon termination will be mutually negotiated and can vary depending upon the complexity and amount of computer programming involved.
- 8.05 Upon termination of this Agreement and for an additional fee in Schedule A, Plan Sponsor and Claims Administrator may agree to extend the terms of this Agreement for a specified period of time whereby Claims Administrator will provide run-out claim payment services for claims received after the termination of this Agreement but incurred prior to termination of this Agreement. Services will be provided only to the extent that Plan Sponsor provides sufficient and timely funding of claims payments.
- 8.06 After termination of this Agreement and upon receipt of any funds received by Claims Administrator on behalf of Plan Sponsor, Claims Administrator may keep all or a portion of said funds to the extent that any amounts are due to Claims Administrator for the services discussed herein.
- 8.07 Upon termination of this Agreement all duties and responsibilities of Claims Administrator shall cease unless specifically addressed within this Agreement or as agreed to per Article 8.05 above.

ARTICLE 9 MISCELLANEOUS

- 9.01 This Agreement shall be governed by the laws of the State of Colorado, or, where applicable, federal law.

- 9.02 IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR FOR LOST PROFITS, LOSS OF USE, LOSS OF REPUTATION OR GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR ANY SIMILAR CLAIM OR DEMAND, AND EACH PARTY EXPRESSLY WAIVES ITS RIGHT TO MAKE ANY CLAIM TO THE CONTRARY. ADDITIONALLY, EXCEPT IN CASES INVOLVING CLAIMS ADMINISTRATOR'S WILLFUL MISCONDUCT, CRIMINAL CONDUCT OR FRAUD, CLAIMS ADMINISTRATOR'S CUMULATIVE LIABILITY TO PLAN SPONSOR WILL NOT EXCEED THE ADMINISTRATIVE FEES ACTUALLY PAID BY PLAN SPONSOR TO CLAIMS ADMINISTRATOR FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT OR OMISSION GIVING RISE TO ANY SUCH LIABILITY OR OBLIGATION. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE RISK OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CONTRACT ADMINISTRATOR TO PLAN SPONSOR AND IS AN ESSENTIAL ELEMENT OF THE BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

Subject to the preceding paragraph, Claims Administrator shall indemnify and hold harmless Plan Sponsor against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim or judgment, including reasonable attorneys' fees, resulting directly from Gross Negligence or willful misconduct of Claims Administrator. Unless prohibited by law or resolution, Plan Sponsor agrees to indemnify and hold harmless Claims Administrator against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim or judgment, including reasonable attorneys' fees, arising out of, or resulting from Claims Administrator's acts or omissions taken at the direction of Plan Sponsor, its agents or brokers; or Claims Administrator's performance of its services hereunder where Claims Administrator and/or its subcontractor or vendor adhered to the framework of policies, interpretations, rules, practices, and procedures made or established by Plan Sponsor, or has otherwise performed its services without Gross Negligence or willful misconduct and, in accordance with industry practices, or is being considered an entity responsible for payment under the Plan, as referenced in Federal Medicare Secondary Payer laws and regulations. The provisions of this section shall apply to arbitration and all forms of alternative dispute resolution as well as litigation. These indemnifications shall survive the termination of this Agreement.

- 9.03 Claims Administrator shall not be responsible or obligated for the investment of any assets or funds of the Plan.
- 9.04 This Agreement, together with the Schedule(s) and any Amendments, constitutes the entire Agreement between Claims Administrator and Plan Sponsor with respect to the subject matter hereof, and supersedes all prior proposals, discussions, negotiations, and writings between the Parties relating to such subject matter. This Agreement may only be modified in writing and executed by authorized representatives of both Claims Administrator and Plan Sponsor.
- 9.05 If any provision of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in effect and the illegal or unenforceable provisions shall be modified so as to conform to the original intent of this Agreement to the greatest extent legally permissible.
- 9.06 The obligations of either Claims Administrator or Plan Sponsor under this Agreement shall be suspended during the continuance of any force majeure applicable to the Party. The term "force majeure" shall mean any cause not reasonably within the control of the Party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, weather-related

disasters, earthquake, governmental action, and unavailability or break down of equipment. The Party claiming suspension under this provision shall take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs. If a force majeure suspension affecting one of the Parties continues for more than thirty (30) days, the other Party may elect to immediately terminate this Agreement by written notice on any business day thereafter.

- 9.07 Neither Party may assign its rights or duties under this Agreement without the prior written consent of the other, except that either Party may assign this Agreement without the prior written approval of the other Party if the assignment or transfer occurs in connection with a merger, acquisition, or other corporate re-organization. Claims Administrator may subcontract certain duties to non-affiliated third parties provided that such assignments and subcontracts shall not relieve such Party of any obligations or liability under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns.
- 9.08 Any failure by a Party to enforce or require performance by the other Party of any of the terms or conditions of this Agreement shall not constitute a waiver or a breach of any such term or condition thereafter occurring.
- 9.09 This Agreement is entered into by and between Plan Sponsor and Claims Administrator and is for their benefit only. There is no intent by either Party to create or establish third party beneficiary status or rights or their equivalent in any Plan Member, subcontractor, or other third party to this Agreement, and no such third party shall have any right to enjoy any benefit created or established under this Agreement.
- 9.10 Claims Administrator shall be entitled to rely upon any communication believed by it to be genuine and to have been signed or presented by the Plan Sponsor or a proper party or parties. Notices and communications under this Agreement must be given in writing and may be given by one party to the other by first class mail, express mail, courier or other delivery service, or facsimile or electronic mail.

Notices to Claims Administrator shall be sent to the following address, or such other address as the Claims Administrator may provide to the Plan Sponsor in writing from time to time:

Imagine360 Administrators, LLC
Attn: Jacki Skwarek
Park Central 8
12770 Merit Dr. Suite 200
Dallas, TX 75251

Notices to the Plan Sponsor shall be sent to the following address, or such other address as the Plan Sponsor may provide to Claims Administrator in writing from time to time:

Gunnison County, Colorado
Attn: Lauren Trautz
200 E. Virginia
Gunnison, CO 81230

ARTICLE 10 DISPUTE RESOLUTION

- 10.01 Any controversy or claim arising out of or relating to this Agreement, including by way of example only, the breach, termination or validity thereof, except for temporary, preliminary, or permanent

injunctive relief or any other form of equitable relief, shall be subject to informal dispute resolution whereby the Parties hereto shall meet and confer in good faith to resolve any disputes arising during the term of this Agreement. If the Parties are unable to resolve a dispute through such discussions, the aggrieved Party shall propose, in writing, a reasonable manner of resolving the dispute. The other Party shall respond by accepting, rejecting, or modifying the proposal, in writing, within thirty (30) days of the date it receives the proposed resolution. Discussions, negotiations, and documents shared throughout the informal dispute resolution period shall be treated as inadmissible, compromise, and settlement negotiations. In the event the Parties are unable to resolve the dispute within sixty (60) days through such informal dispute resolution, the Parties agree all remaining disputes and claims will be resolved by arbitration administered by the Judicial Arbitration and Mediation Services ("JAMS") and conducted by a sole arbitrator who shall be a former federal judge, unless the Parties agree otherwise. The arbitration proceedings shall be held in accordance with JAMS' Comprehensive Arbitration Rules and Procedures and pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Any award rendered by the arbitrator shall be final and binding upon the Parties and judgment upon any such award may be entered in any court having jurisdiction. Except as may be required by law or to the extent necessary for enforcement of any award, neither Party nor the arbitrator may disclose the existence, content, record, or results of arbitration. Fourteen (14) calendar days before the hearing, the Parties will exchange and provide to the arbitrator: (a) a list of witnesses such Parties intend to call (including experts) including a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) pre-marked copies of all exhibits such Parties intend to use at the hearing. Depositions for discovery purposes shall not be permitted. The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages. The place of arbitration shall be Gunnison, Colorado.

ARTICLE 11 SCHEDULES TO THE AGREEMENT

- 11.01 The Schedules attached hereto become part of the body of this Agreement and are herein incorporated by reference when selected by Plan Sponsor. Schedules or Amendments subsequently executed by both Parties and attached hereto shall become part of the body of this Agreement and incorporated herein.

SCHEDULE A**FEES**

In accordance with Article III of the Administrative Services Agreement, Plan Sponsor agrees to pay to Claims Administrator the following Administrative Fees:

Service or Item	Fee
Administrative Services¹	
• Per Employee (bundled)	\$39.00 PEPM
• Per Employee (Dental only)	\$3.50 PEPM
• Per Employee (Vision only)	\$1.50 PEPM
• Consolidated Appropriations Act/Transparency in Coverage Fee	\$1.75 PEPM
• COBRA Administration Fee	\$1.50 PEPM (See Schedule N)
• Third Party Recovery	30% of Recovery (See Schedule C)
• IRO Appeal	\$98 + cost of IRO review
• Monthly Minimum Fee	75% of Initial EEs x Admin Fee
• Monthly Late Charge	\$250
Owed each month for any premium payment received by Administrator after the last day of the month that payment due	
Claim Pricing and Cost-Containment	
• Reference-Based Pricing (RBP) Fee	Various (See Schedules I & J)
• MPI PPO Fee	\$8.00 PEPM
• Cost-Containment Services- non-RBP claims, as applicable	25% of Savings
• Virtual Cash Card (per claim)	6% of Billed Charges
Utilization Review and Care Management	
• Utilization Review Notification	Included (See Schedule D)
• Care Management	\$175/hr (See Schedule D)
• Physician Review	\$300/hr (See Schedule D)
Telehealth Service Fees	
• Emergent/Urgent 24/7 Telemedicine, Virtual Primary Care and Virtual Behavioral Health	\$1.95 PEPM (See Schedule E)
Special Claims Charges (if applicable)	
• Pre-Contract (Run-In)	10% of Paid Claims
• Post-contract payment (Run-Out)	10% of Paid Claims

¹ Fees may be revised if the Plan Sponsor requires additional services not listed in this Agreement

NOTE: The fee and rates outlined in Schedule A shall be renewed and revised as necessary; in any event, on the anniversary of each Plan year while this Agreement remains effective, the fees for services and goods provided, other than percentage fees, shall be adjusted up commensurate with a percentage at least equal to the percent change in the Consumer Price Index (CPI-U, U.S. City Average, All Items) for the most recent year available, (a "CPI Adjustment"). Where the CPI-U adjustment is lower than three percent (3%) per annum, Plan Sponsor agrees to a minimum increase of three percent (3%) for the applicable Plan year. Plan Sponsor may accept the CPI Adjustment by paying the adjusted fee or send a written request to Claims Administrator seeking to cap the CPI increase. Upon receipt of such request, Claims Administrator agrees it will meet and confer with Plan Sponsor to negotiate a mutually acceptable CPI increase.

SCHEDULE B**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This **HIPAA Business Associate Agreement** ("**Agreement**"), dated effective as of January 1, 2025 (the "**Effective Date**"), is by and between Gunnison County, Colorado Employee Medical Benefit Plan ("**Covered Entity**") and Imagine360 Administrators, LLC and its affiliates ("**Business Associate**") and relates to Business Associate's provision of Services on Covered Entity's behalf as described in the Background paragraphs hereof. Hereinafter, Covered Entity and Business Associate may be referred to, each, as a "**Party**" and, collectively, as the "**Parties**".

BACKGROUND

Covered Entity has engaged Business Associate, pursuant to the underlying services agreement(s) between the Parties (as may be amended, the "**Services Agreement**"), to provide certain services for and on behalf of Covered Entity (the "**Services**") as a result of which Covered Entity may Disclose Protected Health Information to Business Associate.

To the limited extent that Business Associate creates, receives, maintains, or transmits Protected Health Information on behalf of Covered Entity in connection with Business Associate's performance of the Services, Business Associate shall be considered a Business Associate of Covered Entity.

Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information that may be Disclosed to Business Associate in connection with the Services in compliance with this Agreement and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, along with its implementing regulations promulgated by the Secretary of the Department of Health and Human Services ("**HHS**"), including, the "**Privacy Rule**" (45 C.F.R. Part 160 and Subparts A and E of Part 164), the "**Security Rule**" (45 C.F.R. Part 160 and Subparts A and C of Part 164), and the "**Breach Notification Rule**" (45 C.F.R. Part 160 and Subparts A and D of Part 164), as each may be amended from time to time (collectively, "**HIPAA**").

Covered Entity and Business Associate intend for this Agreement to meet those requirements under HIPAA that mandate a written agreement between a Covered Entity and its Business Associate, and for this Agreement to set forth each Party's respective obligations in connection with each Party's Use and Disclosure of Protected Health Information in connection with Business Associate's performance of the Services.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information provided for herein, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT**1. General.**

1.1 **Incorporation.** The Background paragraphs of this Agreement are hereby incorporated into this Agreement in full.

1.2 **Definitions.** Each capitalized term appearing in this Agreement not otherwise expressly defined herein shall have the meaning ascribed to it under HIPAA. Covered Entity shall mean Gunnison County, Colorado Employee Medical Benefit Plan. The meanings given to the terms "**Disclosure**" and "**Use**" in 45 C.F.R. 160.103 shall also apply to those capitalized terms used herein that are in the plural or in any tense or variant of the terms "**Disclosure**" and "**Use**", such as "**Disclose**", "**Discloses**", "**Disclosing**" and "**Disclosed**", and "**Uses**", "**Using**" and "**Used**", respectively. "**PHI**" shall mean Protected Health

Information that is created, received, maintained or transmitted by Covered Entity and is Used or Disclosed by Business Associate in order for Business Associate to perform the Services. “e-PHI” shall mean Electronic Protected Health Information that is created, received, maintained or transmitted by Covered Entity and is Used or Disclosed by Business Associate in order for Business Associate to perform the Services. “Unsecured PHI” shall mean Unsecured Protected Health Information that is created, received, maintained or transmitted by Covered Entity and is Used or Disclosed by Business Associate in order for Business Associate to perform the Services.

2. **Term.** This Agreement shall be effective as of the Effective Date and shall continue in full force indefinitely until terminated upon the earlier of either Party terminating this Agreement pursuant to Section 8.1 hereof or the termination or expiration of the Services Agreement. Upon the termination of this Agreement for any reason, Section 8.2 hereof shall apply.

3. **Obligations of Covered Entity.**

3.1 **Safeguards.** Covered Entity shall comply with HIPAA and all applicable federal and state laws governing the privacy and security of health information. Covered Entity shall implement and maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the privacy and security of PHI in accordance with the applicable standards and requirements under HIPAA. .

3.2 **Permissible Requests; Minimum Necessary.** Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that, if done by Covered Entity, would not be permissible under HIPAA, all applicable federal and state law or any applicable third-party agreement to which Covered Entity is a party. Furthermore, Covered Entity shall Disclose to Business Associate only the amount of PHI that Covered Entity determines to be the minimum necessary for Business Associate to perform its obligations under the Services Agreement. Covered Entity shall adhere to all applicable minimum necessary standards established from time to time by HHS or any other federal or state agency.

3.3 **Notice of Privacy Practices.** If Covered Entity is required under HIPAA to maintain a Notice of Privacy Practices (“NPP”), Covered Entity shall promptly provide Business Associate with its current NPP, and any amendments thereto or replacements thereof, to the extent that the terms of the NPP will affect Business Associate’s performance under the Services Agreement or this Agreement or Business Associate’s compliance with HIPAA.

3.4 **Prompt Notification.** To the extent that it affects Business Associate’s performance of its obligations under this Agreement or the Services Agreement or Business Associate’s compliance with HIPAA, Covered Entity shall promptly notify Business Associate of any and all requests it receives by or on behalf of any and all Individuals with respect to Covered Entity’s obligations under 45 C.F.R. 164.522 (restricting Disclosure of PHI), 164.524 (providing access to or a copy of PHI), 164.526 (amending PHI), or 164.528 (accounting of Disclosures of PHI).

3.5 **Authority.** Covered Entity represents and warrants that it is authorized under HIPAA, all applicable federal and state laws, and all applicable third-party agreements to which Covered Entity is a party to Disclose PHI to Business Associate for the purpose of Business Associate’s provision of the Services. Covered Entity shall promptly notify Business Associate if the immediately preceding sentence ceases to be true, including instances where a third party implements any restriction or limitation which may affect Business Associate’s ability to render the Services or to Use or Disclose PHI pursuant to the terms of this Agreement.

4. Obligations of Business Associate.

4.1 Permitted Uses and Disclosures, Generally. Subject to the terms of this Agreement and HIPAA, Business Associate may Use or Disclose any and all PHI it creates, receives, maintains or transmits on behalf of Covered Entity, as follows:

4.1.1 Purpose and Scope. Business Associate may Use or Disclose PHI as follows: (i) as permitted hereunder to provide or perform the Services; (ii) as Required by Law; or (iii) as otherwise permitted under HIPAA and applicable law.

4.1.2 Amount of Information. Business Associate may Use or disclose only the minimum necessary amount of PHI needed, in Business Associate's discretion, for Business Associate to render the Services, and Business Associate shall adhere to all applicable minimum necessary standards established from time to time by HHS or any other federal or state agency.

4.1.3 Use for Management and Administration. Business Associate may Use PHI if such Use is necessary: (i) for the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate.

4.1.4 Disclosure for Management and Administration. Business Associate may Disclose PHI to a third party for the proper management and administration of Business Associate if: (i) the Disclosure is Required By Law; or (ii) Business Associate obtains from such third party reasonable assurances that: (a) PHI will be held confidentially and in compliance with HIPAA, and Used or further Disclosed by such third party only as Required By Law or for the purpose for which it was Disclosed to such third party; and (b) the third party will notify Business Associate, without unreasonable delay, of any Breach or potential Breach of PHI of which such third party becomes aware.

4.2 Uses or Disclosures Requiring Prior Authorization. Business Associate understands that, except as expressly provided in this Agreement or permitted under HIPAA and all applicable federal and state laws, it shall not Disclose PHI to any third party without first having received an authorization that complies with 45 C.F.R. 164.508 ("Authorization") from the affected Individual(s). To the extent Disclosure of PHI to a third party is required for Business Associate to render the Services, Covered Entity shall assist Business Associate in obtaining, or obtain for Business Associate, the necessary Authorizations. Business Associate shall retain a copy of each Authorization it obtains pursuant to this Section 4.2 in accordance with the retention requirements set forth in 45 C.F.R. 164.508.

4.3 Prohibited Uses and Disclosures. Business Associate shall not directly or indirectly accept remuneration in exchange for Using or Disclosing any PHI except as permitted by HIPAA. Business Associate may accept such remuneration from Covered Entity in exchange for Services rendered by Business Associate on Covered Entity's behalf. Furthermore, Business Associate shall not Use or Disclose PHI as follows: (i) for Marketing, except as allowed by HIPAA; (ii) other than as permitted or required by this Agreement or as Required By Law; or (iii) in any manner that would violate HIPAA or other applicable law if done by Covered Entity. Business Associate shall take reasonable measures to mitigate the harmful effect of any known Use or Disclosure of PHI by Business Associate that is not in accordance with the terms of this Agreement.

4.4 HIPAA Final Rule To Support Reproductive Health Care Privacy. Business Associate will comply with any applicable restrictions or prohibitions with respect to the use or disclosure of PHI related to reproductive health care, as required under HIPAA, including the HIPAA Final Rule To Support

Reproductive Health Care Privacy (89 Fed. Reg. 32976 (April 26, 2024)). Business Associate will be responsible for obtaining any required attestation, determining whether use or disclosure of PHI related to reproductive health care is permissible, and documenting any disclosure required under the accounting requirements at 45 C.F.R. 164.528.

4.5 Security Matters.

4.5.1 General. Business Associate shall comply with the requirements of the Security Rule, as it applies to Business Associate.

4.5.1.1 Safeguards of e-PHI. Business Associate shall comply with HIPAA and all applicable federal and state laws governing the privacy and security of health information. Business Associate shall implement and maintain reasonable and appropriate administrative, technical and physical safeguards to prevent the Use or Disclosure of PHI other than as permitted under this Agreement. With respect to e-PHI, Business Associate shall: (i) ensure the confidentiality, integrity, and availability of all e-PHI Business Associate creates, receives, maintains, or transmits; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such e-PHI; (iii) protect against any reasonably anticipated uses or disclosures of such e-PHI that are not permitted or required under HIPAA; and (iv) ensure compliance with the Security Rule by its Workforce. Business Associate shall implement security measures to protect e-PHI transmitted by Business Associate from unauthorized access, as required by HIPAA.

4.5.1.2 Documentation. Business Associate shall maintain records, in hard copy or electronic format, of the following, and retain such records in accordance with 45 C.F.R. 164.316(b)(2)(i): (i) policies and procedures implemented by Business Associate to comply with the Security Rule; and (ii) any action, activity or assessment required of Business Associate under the Security Rule.

4.5.2 Reporting Breaches and Security Incidents.

4.5.2.1 Reporting Breaches. Business Associate shall comply with the notification requirements under HIPAA relating to a Breach of PHI, including the applicable provisions of the Breach Notification Rule. Business Associate shall promptly report to Covered Entity any Use or Disclosure of PHI that is not permitted under this Agreement or HIPAA, including any Breach of PHI. Business Associate shall make such report to Covered Entity within **ten (10) calendar days** from the date that Business Associate discovers such Breach. For purposes of this Agreement, Business Associate shall be deemed to have “discovered” a Breach as of: (i) the first day on which such Breach is actually known to any person that is an agent of Business Associate in accordance with the federal common law of agency, or that is a member of Business Associate’s Workforce; or (ii) by exercising reasonable diligence, the first day on which such Breach should have been known to Business Associate. Business Associate shall take all commercially reasonable steps to allow it to discover Breaches of PHI.

4.5.2.2 Determination of Breach. Business Associate may perform any final risk assessment determinations with respect to potential Breaches of Unsecured PHI, including determining whether there is a “low probability” that any potential Breach compromised the security or privacy of Unsecured PHI.

4.5.2.3 Assistance and Cooperation. The Parties shall assist and cooperate with each other as reasonably necessary for each Party to comply with the Breach Notification Rule. Business Associate shall provide Covered Entity with such information known to Business Associate as may be required for Covered Entity to determine if a Breach of PHI occurred, and to notify affected

Individuals of such event, if so required under the Breach Notification Rule. If Business Associate or any of Business Associate's Subcontractors is the direct cause of a Breach of PHI, Business Associate shall provide Covered Entity with administrative support and other resources as may be reasonably requested by Covered Entity to assist Covered Entity to satisfy its obligations, if any, under the Breach Notification Rule.

4.5.2.4 Reporting Security Incidents. Consistent with this Section 4.4.2.4, Business Associate shall report as soon as practicable to Covered Entity any Security Incident of which Business Associate becomes aware that involves PHI. Notwithstanding the immediately foregoing sentence, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are inconsequential or harmless in nature, such as pings and port scans, and Business Associate is not required to provide Covered Entity with subsequent notification upon the occurrence of such unsuccessful Security Incidents. Nevertheless, to the extent that Business Associate becomes aware of a pattern or an unusually high number of such unsuccessful Security Incidents involving PHI and resulting from the repeated acts by a single person or entity, Business Associate shall notify Covered Entity of such attempts.

4.5.2.5 Notice of Breach or Security Incident. To the extent Business Associate is required to provide Covered Entity with notice of any Breach of PHI under Section 4.5.2.4 hereof, or any Security Incident involving PHI under Section 4.5.2.5 hereof, Business Associate shall provide such notice to Covered Entity in writing pursuant to Section 7.5 hereof (relating to issuing notices hereunder) to Covered Entity's Privacy Officer, Security Officer, or other person designated by Covered Entity for receipt of such notice or, if Covered Entity has identified an email address for such notifications, by way of electronic mail to the email address identified by Covered Entity.

4.6 Requested Restrictions. To the extent instructed by Covered Entity in writing, Business Associate shall comply with a request by an Individual to restrict Disclosure of the Individual's PHI to a health plan in accordance with 45 C.F.R. 164.522. Business Associate shall promptly direct to Covered Entity all such requests Business Associate receives directly from an Individual.

4.7 Availability of Information. Business Associate shall make available to Covered Entity such information in Business Associate's possession that is necessary to permit Covered Entity to fulfill its obligations to provide access to, provide a copy of, to amend and to account for Disclosures of PHI pursuant to 45 C.F.R. 164.524, 164.526, and 164.528.

4.8 Data Aggregation. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B). Covered Entity permits Business Associate to use Covered Entity's de-identified aggregated data to further develop and maintain the Services, including aggregating the PHI received from the Covered Entity with the PHI received from other plans served by Claims Administrator as permitted by HIPAA for the purpose of data analysis relating to quality control, cost analysis, comparative analysis and other healthcare operations of the Covered Entity.

4.9 Business Associate's Subcontractors. Business Associate shall enter into a written agreement with each of its Subcontractors that Use or Disclose PHI that satisfies the applicable requirements under HIPAA with respect to Subcontractor's Use or Disclosure of PHI (the "Subcontractor Agreement"). In the event that Business Associate knows of a pattern of activity or practice of any of those Subcontractors that constitutes a material breach or material violation of the applicable Subcontractor Agreement, Business Associate shall take reasonable steps to, or shall cause such Subcontractor to, cure such breach or end such violation, as applicable. If such steps to cure such breach or end such violation are unsuccessful, Business Associate shall terminate the applicable Subcontractor Agreement and, to the extent

feasible, those provisions of such Subcontractor's underlying services agreement or arrangement with Business Associate that requires the Use or Disclosure of PHI.

4.10 Internal Practices. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to HHS for purposes of determining Covered Entity's compliance with HIPAA.

4.11 Application of Privacy Rule. To the extent Business Associate is to carry out a function or obligation of Covered Entity with respect to the Privacy Rule, Business Associate shall comply with the requirements under the Privacy Rule that apply to Covered Entity in the performance of such function or obligation.

5. State Law. Business Associate and Covered Entity shall comply with any provision or requirement concerning privacy or security of information under any state law applicable to Business Associate's Use and Disclosure of PHI that is more stringent than a similar provision or requirement under HIPAA, as provided in 45 C.F.R. 160.203.

6. Information on Safeguards. Upon Covered Entity's reasonable request, which shall be in writing, Business Associate shall provide Covered Entity with information concerning the safeguards and/or other information security practices that the Business Associate utilizes to protect the confidentiality of PHI in its possession.

7. Termination.

7.1 Terminable Events.

7.1.1 Noncompliance. Without limiting the termination rights of the Parties under the underlying business agreement, if either Party (the "Notifying Party") becomes aware of an activity or practice by the other Party (the "Breaching Party") that constitutes a material breach or material violation of the Breaching Party's obligations under this Agreement, HIPAA or any other applicable privacy or security law, the Notifying Party shall notify the Breaching Party of such breach or violation. Thereafter, the Breaching Party shall have an opportunity to cure such breach or end such violation, as applicable, within a reasonable timeframe as agreed to by the Parties (the "Cure Period"). Following receipt of the aforementioned notice, if the Breaching Party does not take reasonable steps to or otherwise does not successfully cure the breach or end the violation, as applicable, then, following the expiration of the Cure Period, the Notifying Party is permitted to terminate this Agreement.

7.1.2 Completion of Services Requiring Use or Disclosure of PHI. In the event that Business Associate's continued representation of Covered Entity no longer requires Business Associate to Use or Disclose PHI, either Party shall be permitted to terminate this Agreement upon so notifying the other Party of such intent in writing.

7.2 Effect of Termination. Upon termination of this Agreement or the Services Agreement for any reason, Business Associate shall return to Covered Entity or destroy, any PHI it holds as requested, or maintain in any form, PHI in accordance with the protections under this Agreement in order to fulfill its contractual duties. Upon return or destruction of any PHI, Business Associate shall retain no copies of such PHI, or if return or destruction of all or any portion of PHI is not feasible as determined by Business Associate, Business Associate shall, at Covered Entity's reasonable expense, continue to extend the protections of this Agreement to such information, and limit further Use or Disclosure of PHI to those purposes that make the return or destruction of such PHI infeasible. Any term or provision of this

Agreement that, by its nature, is intended to survive the termination of this Agreement, shall survive the termination of this Agreement, including this Section 7.2 and Sections 9, 11 and 13 hereof.

8. **Disclaimer.** Neither Party represents or warrants to the other Party that compliance by the other Party with this Agreement will be adequate or satisfactory for such other Party's own purposes, including such other Party's compliance with applicable law, or that any information in such other Party's possession or control, or transmitted or received by such other Party, is or will be secure from unauthorized Use or Disclosure. Each Party is solely responsible for all decisions made by such Party regarding the safeguarding of PHI.

9. **Change of Law.** The Parties acknowledge that state and federal law and regulation relating to electronic data security and privacy, including, HIPAA, are rapidly evolving and that the Parties may be required to amend this Agreement in order to ensure each Party's compliance with applicable law or regulation. Accordingly, if either Party reasonably determines that this Agreement must be amended in order for the Parties to be compliant with applicable law or regulation, as well as agency and court interpretations of those requirements, such Party shall so notify the other Party, and the Parties shall then promptly enter into negotiations concerning the terms of such amendment, to the extent required for the Parties to be compliant with applicable law or regulation. If either Party requests an amendment to this Agreement pursuant to this Section 9 and (i) the other Party fails to promptly enter into negotiations to establish the terms of such amendment or (ii) the other Party refuses to enter into the agreed upon amendment following such negotiations or terminates such negotiations, then either Party may terminate this Agreement and that portion of the Services Agreement that requires or permits Covered Entity to Disclose PHI to Business Associate, upon thirty (30) days' advance written notice to the other Party. Notwithstanding the foregoing, this Agreement shall be deemed to be amended in the event of an amendment or change to HIPAA to the extent necessary for the obligations of each Party to comply with such amendment or change effective as of the date that compliance with such amendment or change is required.

10. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity and Business Associate and their respective heirs, representatives, successors and assigns, any rights, remedies, obligations or liabilities whatsoever, whether as creditor beneficiary, donor beneficiary or otherwise.

11. **Independent Contractor.** Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer and employee, principal and agent, partners, joint venturers or any similar relationship, between the Parties hereto. Covered Entity and Business Associate acknowledge that Business Associate is an independent contractor, and not an agent, of Covered Entity.

12. **Insurance.** Each Party represents and warrants that it currently maintains one or more liability insurance policies, with reputable carriers, at commercially reasonable coverage limits, based on the size, operations and business of such Party. Each Party shall maintain such coverage throughout the term of this Agreement.

13. **Miscellaneous.**

13.1 **Entire Agreement.** This Agreement supersedes all prior or contemporaneous agreements, written, oral or electronic, between Covered Entity and Business Associate with respect to the subject matter hereof and contains the entire understanding and agreement between the Parties with respect to the subject matter hereof.

13.2 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable law governing the Services Agreement without regard to conflict of laws principles.

13.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party hereto and their respective heirs, representatives, successors and assigns.

13.4 Mutual Negotiation. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted and, in connection with the construction of any provisions hereof, no consideration shall be given to the issue of which Party actually prepared, drafted, requested or negotiated any provision of this Agreement, or its deletion.

13.5 Notices. Except as otherwise expressly permitted under Section 4.5.2.5, all notices, demands and other communications to be made by either Party under this Agreement ("Notice") shall be given in writing and shall be deemed to have been duly given if personally delivered or sent by confirmed facsimile transmission, confirmed (read receipt) email, recognized overnight courier service which provides a receipt against delivery, or certified or registered mail, postage prepaid, return receipt requested, to the other Party at the address provided by such other Party to the first Party from time to time. Notice shall be deemed effective, if personally delivered, when delivered; if sent by confirmed facsimile transmission, when sent; if sent by confirmed email, when read; if sent by overnight delivery, on the first business day after being sent; and if mailed in accordance herewith, at midnight on the third business day after such Notice is deposited with the U.S. Postal Service.

13.6 Modification. This Agreement shall be amended or superseded only by a written instrument that references this Agreement and is signed by both Parties.

13.7 Preservation of Rights. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. No term of this Agreement shall be deemed waived unless such waiver is in writing and such writing is signed by the Party waiving compliance with such term.

13.8 Provisions Severable. The provisions of this Agreement are independent of and severable from each other. No provision will be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason, any one or more of any of the provisions of this Agreement may be deemed invalid or unenforceable in whole or in part.

13.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties. For purposes of this Agreement, signatures received electronically or by facsimile transmission shall be deemed original signatures.

13.10 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with, and is consistent with, HIPAA. In the event of any conflict with respect to the subject matter of this Agreement between the provisions of this Agreement and the Services Agreement, the provisions of this Agreement shall be controlling and effective to the extent of such conflict. The headings in this Agreement are for convenience of reference only and shall not be used to interpret or construe its provisions. Furthermore, any reference in this Agreement to a section in HIPAA or any other law, regulation or guidance means such referenced authority as in effect from time to time. The words "include" or "including" are intended to be interpreted as if followed in each case by the words "without limitation".

For purposes of this Agreement, unless the context of this Agreement clearly requires otherwise, (i) the word “or,” has the inclusive meaning represented by the phrase “and/or”; (ii) the word “hereof” shall have the same meaning as the phrase “of this Agreement”; and (iii) the word “hereunder” shall have the same meaning as the phrase “under this Agreement”.

13.11 Limitation on Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY HERETO FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SCHEDULE C**THIRD PARTY RECOVERY SERVICES**

This Schedule C (Third Party Recovery Services) contains the additional terms and conditions under which Claims Administrator has agreed to supply, and Plan Sponsor has agreed to access, the following Services.

ARTICLE 1**THIRD PARTY RECOVERY SERVICES**

- 1.1 Claim Recovery. In the event a payment of Plan benefits is made on behalf of the Plan exceeding the amount due ("Overpayment"), Claims Administrator shall make commercially reasonable efforts to recover any material Overpayment. Services performed toward the recovery of an Overpayment is referred to as a claim recovery ("Claim Recovery"). Claims Administrator will use its own methods and procedures when performing Claim Recovery, and Plan Sponsor will fully cooperate with Claims Administrator in relation to any Claim Recovery. Claim Recovery efforts may remain open for up to twelve (12) months after the alleged Overpayment. Claims Administrator will only be responsible for an Overpayment to the extent the Overpayment was due to Claims Administrator's gross negligence.

Claims Administrator may initiate litigation as a part of the Claim Recovery, but Claims Administrator has no obligation to do so. If Claims Administrator initiates litigation in a Claim Recovery, Plan Sponsor will cooperate with Claims Administrator in any litigation. Plan Sponsor will be responsible for the service fees (as described in Article 2). Claim Recovery services may be provided by Claims Administrator through a subcontractor or affiliate or as negotiated in advance with Plan Sponsor. The fee will be deducted from any proceeds received resulting from Claim Recovery, and Plan sponsor will be provided with the net proceeds.

- 1.2 Third Party Recovery. Claims Administrator will exercise commercially reasonable efforts toward the return of Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense. For convenience alone, the third party recovery services contemplated by this Schedule will be referred to as subrogation ("Subrogation").

Third party liability and/or similar reimbursement language must be included in the Plan Sponsor's summary plan description ("SPD"), and the SPD must be finalized and available to Plan Sponsor's employees before Subrogation can be investigated and pursued. Claims Administrator may continue to process claims during the claim investigation process. Claims Administrator will not pend or deny claims as a part of the Subrogation service.

Claims Administrator will engage third parties to conduct a review of paid claims processed under this Agreement and perform Subrogation. Such contractors may be paid based on a percentage of gross amounts recovered or other reasonable basis with the net amounts recovered returned to Plan Sponsor. This fee includes reasonable expenses associated with pursuing Subrogation and/or other reimbursement, which may include, but is not limited to: (a) police reports, (2) asset checks, (3) ISO searches, (4) fees associated with obtaining filings in pending legal proceedings, and (4) private investigator locate reports. Plan Sponsor acknowledges that Claims Administrator will use its own standards and procedures when performing Subrogation, and it may not be able to obtain a full or partial recovery in any case. Claims Administrator will not pursue any Subrogation if it is not permitted by any applicable law or if the matter is immaterial or efforts would be impractical.

Claims Administrator will not be liable for amounts subject to Subrogation that it does not successfully recover.

Claims Administrator will have no obligation to initiate litigation as a part of Subrogation; however, Claims Administrator will advise Plan Sponsor where it recommends litigation. If litigation is recommended by Claims Administrator, Plan Sponsor shall have the option to accept or reject the recommendation. If Plan Sponsor accepts the recommendation, Plan Sponsor will cooperate with Claims Administrator in the litigation. All reasonable costs and expenses, including attorney's fees, associated with litigation will be paid by Plan Sponsor. Plan Sponsor agrees it will participate in the defense of lawsuits relating to Subrogation and reimbursement services in which it and/or Claims Administrator have been named as a defendant.

Plan Sponsor will be charged fees for the Subrogation services in amounts set forth in Article 2 of this Schedule. The fees are deducted from the proceeds obtained through the Subrogation service. Plan Sponsor will receive the net amount of such proceeds. If no monies are recovered as a result of the Subrogation/pursuit of reimbursement, no fees or expenses incurred by Claims Administrator will be charged to Plan Sponsor. Notwithstanding the above, should Plan Sponsor pursue recovery by settlement or otherwise waive any Subrogation or other reimbursement claim, or instruct Claims Administrator to cease pursuit of a potential Subrogation claim, Claims Administrator will be entitled to its standard fee, which will be calculated based on the full amount of claims paid at the time the Plan Sponsor resolved the file or instructs Claims Administrator to cease its efforts.

ARTICLE 2 RIGHTS AND DUTIES OF PLAN SPONSOR

- 2.1 **Exclusive Service.** Plan Sponsor will utilize Claims Administrator on an exclusive basis for the Recovery and Subrogation Services identified in this Schedule.
- 2.2 **Settlement Authority.** Claims Administrator will supply Subrogation services, and Plan Sponsor grants Claims Administrator authority to assert liens and negotiate and compromise liens as deemed reasonably necessary (in the judgment of Claims Administrator), to preserve the interest of the Plan, including those involving Subrogation, and reimbursement. Claims Administrator will request Plan Sponsor's approval of settlements and/or reductions exceeding its advance settlement authority. Plan Sponsor will provide Claims Administrator with a liaison who will be responsible for providing settlement authority, and/or cooperating with Claims Administrator in the pursuit of any matter under this Schedule. Claims Administrator is authorized to accept settlement on behalf of the Plan as follows:

Lower Percent	Upper Percent	Required Approval
66-2/3%	100%	No approval required
When the recoverable lien is \$10,000.00 or less, or 100% of the available funds is less than \$10,000.00		No approval required.
Below 66-2/3%		Claims Administrator will send an email to Plan Sponsor requesting approval and approval is deemed given if no response is received within fourteen (14) days

- 2.3 **Fees.** Claims Administrator will be paid the fees set forth below for work performed pursuant to this Schedule. The fees are deducted from the actual recovered Overpayments and/or amounts recovered from Subrogation. If no monies are recovered as a result of the (non-litigated) Claim

Recovery and/or Subrogation services, no fees or expenses incurred by Claims Administrator will be charged to Plan Sponsor. Claims Administrator will provide reports to Plan Administrator detailing liens asserted, recoveries obtained, and fees charged to Plan Sponsor for services performed under this Schedule.

2.3.1 *Claim Recovery Fee (Non-Litigation)*: 30% of the gross amount of money obtained on behalf of the Plan.

2.3.2 *Subrogation Fee (Non-Litigation)*: 30% of the gross amount of money obtained on behalf of the Plan Sponsor. Claims Administrator is authorized to retain its fee from sums recovered and will promptly deposit net proceeds into a Plan owned account or return the same to Plan Sponsor, as mutually agreed.

2.3.3 *Fee in Litigated Matters*. 33-1/3% of the gross amount of money obtained on behalf of Plan Sponsor. Claims Administrator will pay any such legal fees charged by the attorney out of Claims Administrator's fee. Litigation expenses will be passed through to the Plan Sponsor for payment. Examples of litigation expenses include but are not limited to filing fees, service of process fees, court reporter fees and costs, attorney file-handling costs, investigation fees, expert witness fees, etc. Claims Administrator will promptly deposit net proceeds into a Plan-owned account or return the same to Plan Sponsor, as mutually agreed.

2.4 Termination. Upon the termination or expiration of this Schedule or the Agreement, Claims Administrator will have the exclusive right to pursue Subrogation and/or Claim Recovery on all matters identified and/or opened by Claims Administrator prior to termination or expiration. For the avoidance of doubt, Claims Administrator may continue to recover payments Claims Administrator is in the process of recovering. The appropriate fees will continue to be deducted from the actual proceeds obtained. Claims Administrator will not investigate or handle Subrogation or Claim Recovery on any matters identified after the termination date. If the Plan Sponsor requests that Claims Administrator discontinue Services with respect to any pending Subrogation case or Claim Recovery matter that is being monitored by Claims Administrator on behalf of Plan Sponsor, then Plan Claims Administrator will be entitled to its standard fee, which fee will be calculated based on the full amount of claims paid at the time Plan Sponsor resolved the file or instructs Claims Administrator to cease its efforts; however, neither the Plan nor Plan Sponsor may reopen the same or similar case, or resume recovery efforts themselves, through a competing vendor.

ARTICLE 3 RIGHTS AND DUTIES OF CLAIMS ADMINISTRATOR

3.1 Performance of Services. Claims Administrator will perform the services set forth as a part of this Schedule in a professional and timely manner based on the unique facts of each case or related cases. Claims Administrator will put forth commercially reasonable efforts to perform the services set forth in this Schedule using its own standards and procedures. Claims Administrator will provide a liaison who will monitor the Services and provide updates to Plan Sponsor upon reasonable request.

3.2 Reports. Claims Administrator will monitor the performance of the services and provide performance and pipeline reports upon the reasonable request of Plan Sponsor.

3.3 Reasonable Judgment. Plan Sponsor delegates to Claims Administrator the discretion and authority to develop and use its own standards and procedures for the performance of Subrogation services. Claims Administrator may determine whether to seek Subrogation, what steps to take if Claims

Administrator decides to seek Subrogation, and the circumstances under which a claim may be compromised or settled, provided the terms are within established settlement parameters. Once Claims Administrator has exhausted its Subrogation and/or Claim Recovery efforts, Claims Administrator will not take any further action on the claim.

Effective Date: January 1, 2025

SCHEDULE D UTILIZATION REVIEW AND CARE MANAGEMENT PROGRAMS

Claims Administrator or its designee shall provide, and Plan Sponsor shall pay for, certain Utilization Review and Care Management services described in this Schedule D for the benefit of Plan Sponsor's health benefit plan:

- 1) provision of the notification process for services as required or requested per Plan Documents;
- 2) medical and large case management for acute or complex illness or injury, transition of care, or symptom triage;
- 3) disease management for chronic conditions including, but not limited, to asthma, diabetes, depression, coronary artery disease, congestive heart failure, and chronic obstructive pulmonary disease;
- 4) maternity management;
- 5) comprehensive physician review of clinical records for services not meeting evidence-based guidelines or appealed notifications as necessary;
- 6) pharmaceutical physician peer review as necessary; and
- 7) other treatments or procedures provided for under the terms of the Plan Documents.

Utilization Review and Care Management services shall be charged per the below:

Notification Process	Included in Monthly Admin Fee
Care Management	\$175 per hour
Physician Review	\$300 per hour

Plan Sponsor agrees that if it fails to notify Claims Administrator of a loss of coverage so that Plan Member will have a termination date that precedes notification date the charges incurred to date of the notification will still apply.

The Disease/Maternity Management Program will provide services for (i) identifying Plan Members with disease or condition subject to management; (ii) identifying medical practices that research shows to be most effective; (iii) supporting adherence to those practices by providing treatment guidelines to medical providers, reviewing employees' compliance with the guidelines, and assisting physicians to monitor their patients who are employees; (iv) educating employees on self-management and adherence to treatment plans; and (v) collecting and analyzing the process and outcome measures. Plan Member eligibility in the program will be based upon current eligibility with the health plan, existence of a chronic condition that could be improved through education and lifestyle changes, benefit payment greater than \$1000 in actual or potential claims or greater than \$500 in prescription costs. Program contact information is provided in the correspondence sent to each program participant.

The Disease Management Program does not handle emergency situations. Participants have the responsibility to contact appropriate healthcare and emergency response professionals in the case of an emergency. Participants may decline participation or disenroll (opt out) from Disease Management Programs by contacting Claims Administrator's Disease Management Department by phone or in writing. Participants have the right to receive information regarding changes in or termination of disease management services. Participants have the right to decline participation, revoke consent, or terminate participation at any time in disease management services. Participants who elect to enroll in the disease management program have the potential of receiving health benefits that could include (i) daily monitoring and improved outcomes in (e.g., blood glucose monitoring, peak flow readings, blood pressure) as prescribed; (ii) consistent use of prescribed medications; (iii) schedule and keep follow-up appointments; (iv) obtaining recommended screenings

according to the disease-specific standards of care; (v) having a primary care provider that plans and coordinates care; (vi) knowing the goals and targets agreed to with the physician and knowing current status in order to make lifestyle modifications to meet those goals and targets; (vii) learning skills to maximize healthy habits, such as exercising, not smoking, and eating a healthy diet and (viii) improved quality of life and reduced healthcare expenses.

Effective Date: January 1, 2025

SCHEDULE E TELEHEALTH SERVICES

Claims Administrator or its designee shall provide access to, and Plan Sponsor shall pay for, certain telehealth services described in this Schedule E for the benefit of Plan Sponsor's health benefit plan:

I. Virtual Emergent and Urgent Care

24/7 access to remote telehealth and telemedicine consultations for non-emergent acute conditions provided via telephone and secure video by board-certified physicians. Consultation will be conducted by and the responsibility of the physician. The physician will consult with the Member and diagnose and prescribe such treatment or prescription as deemed medically necessary. The consultations shall only be used to treat minor medical conditions and the physician will direct the Member to the emergency department in the event that the physician, in his or her discretion determines that condition warrants immediate emergency medical care. The physician shall not prescribe any DEA scheduled controlled substances. Members shall be required to complete a comprehensive medical history disclosure and agree to the Informed Patient Consent and Release Form in order to be eligible to receive services.

II. Virtual Behavioral Health Services

Members shall be provided access to integrated behavioral health program. The program includes a full spectrum behavioral healthcare from therapy and counseling to psychiatry and medication management. Behavioral health visits can be available, on average, within seventy-two (72) hours. If clinically appropriate, Members shall be referred by their virtual primary care provider to mental health coaches or behavioral healthcare providers contracted with the telehealth network. Members shall be required to complete a comprehensive medical history disclosure and agree to the Informed Patient Consent and Release Form in order to be eligible to receive services.

III. Virtual Primary Care

A primary care Physician quarterback the Member's healthcare needs through an integrated, team-based care model. Primary care includes ongoing specialized care for chronic conditions and at-home diagnostics, where lab tests are delivered to Members' with easy return options in prepaid packages. Members shall be required to complete a comprehensive medical history disclosure and agree to the Informed Patient Consent and Release Form in order to be eligible to receive services.

Plan Sponsor acknowledges and agrees that neither Claims Administrator nor any external vendor that might perform the services outlined in Schedule E shall have any right, obligation, or liability to participate in the determination of what care or treatment is rendered to a Plan Member or how such care or treatment shall be rendered. The decisions to obtain or deliver any health care service are solely between a Plan Member and his or her treating healthcare provider.

Effective Date: January 1, 2025

SCHEDULE I

REFERENCE-BASED PRICING SERVICES

This Schedule I contains the additional terms and conditions under which Claims Administrator has agreed to supply, and Plan Sponsor has agreed to access, the following audit and pricing.

ARTICLE 1. CLAIMS ADMINISTRATOR RESPONSIBILITIES

1.1 Referred Appeal Services. A Referred Appeal shall mean a referral by the Plan Sponsor to Claims Administrator of a final appeal, made in accordance with the terms of the Plan by a Plan Member or a medical provider, to review the benefits denied by the Plan Sponsor (for services provided (or to be provided) by a medical provider) on the basis that (1) such services are not Covered Benefits under the Plan, or (2) that if such services are covered benefits, the Plan is not financially responsible for some or all of the payment amount. "Referred Appeal" shall not mean any appeal for any "claim involving urgent care" which is also a "pre-service claim" (both terms as defined in subsection (m) of 29 C.F.R. § 2560.503-1 (the "DOL Claims Regulations")), the adjudication of which shall be the sole responsibility of the Plan Administrator and any other person or entity to whom it may delegate such responsibility. "Referred Appeal" shall include appeals for an external review as defined in the Public Health Service Act (PHS Act) section 2719(b). Claims Administrator will review Referred Appeals in accordance with the Plan's claims and appeals rules, to the extent such rules are not inconsistent with the requirements of the DOL Claims Regulations. Claims Administrator will provide the Plan an external and independent assessment of the denial of benefits by the Plan Sponsor for services provided or to be provided by a medical provider, and determine whether such services are covered benefits under the Plan and/or are the financial responsibility of the Plan.

1.2 Claim Review and Repricing Services. Claims Administrator will audit and review claims from directly and non-directly contracted providers in order to identify charges billed in error and/or charges for excessive or unreasonable fees, and to determine reimbursements in accordance with the Allowable Claim Limits established by the Plan appearing in Attachment #1 of this Schedule.

1.3 Disputed Audit Appeal Services. Claims Administrator will review additional information submitted by Plan Members and/or medical providers for disputed audits and determine if the Plan should provide additional reimbursements for services received by Plan Members above the Allowable Claim Limit that it originally determined.

1.4 Direct Contract Services. Claims Administrator and/or its affiliates will provide the Plan access to certain discounted fees and/or negotiated or scheduled reimbursement rates with specifically identified providers, under the terms of direct agreements it entered into with certain directly contracted providers, including any supplemental benefit provider and/or supplemental network partner. Claims Administrator and/or its affiliates shall have full discretion and authority to negotiate terms of, and enter into, such direct agreements and those rates shall be adopted by the Plan as the Allowable Claims Limits for Claims submitted by the directly contracted providers. Direct agreements include any pre-service single case agreements for facility services where the provider agrees to a reimbursement rate that is equal to or below the estimated Medicare allowed amount for the services in the geographic area plus an additional twenty percent (20%).

1.5 Defense of Plan Services. Negotiate, litigate or settle any and all lawsuits regarding an Claims Administrator audited claim, as authorized by the Plan, unless the settlement of the lawsuit solely involves

Claims Administrator funds.

1.6 Pre-Service Negotiations. Claims Administrator shall have the discretion and full authority to negotiate the terms and provisions of pre-service agreements ("PSA") for all facility and professional claims on behalf of the Plan Sponsor directly with a provider of healthcare services for Plan Participants for any services covered under the Plan and for amounts related to specific services at estimated billed charges not to exceed five thousand dollars (\$5,000) per PSA. If such agreements exceed the above amount or the Maximum Acceptable Reimbursement for services set forth in Schedule J Attachment #1, Claims Administrator will work with the Plan Sponsor for approval of health services for the Plan Participant at an agreed upon provider.

ARTICLE 2. RESPONSIBILITIES OF THE PLAN SPONSOR

2.1 Plan Administration and Compliance. The Plan Sponsor acknowledges that Claims Administrator shall only be responsible for the duties outlined in Article 1.

2.2 Payment of Claims and Claims Administrator Fees.

- (a) Paying claims submitted by directly contracted providers in accordance with the terms of the direct agreements. The Plan Sponsor acknowledge and agree that failure to pay claims within the timeframe specified by the direct agreements may result in the loss of any discounts and the Plan being responsible for payment of all Charges of the directly contracted provider even if the charges exceed the Allowable Claim Limits established by the Plan; and
- (b) Paying Claims Administrator and/or its affiliates fees in accordance with the provisions of Article 4 of this Schedule.

2.3 Notification to Claims Administrator.

The Plan Sponsor shall notify Claims Administrator in writing within three (3) business days following the Plan Sponsor having actual or constructive knowledge of the commencement of any litigation relating to an Claims Administrator audited claim.

ARTICLE 3. CLAIMS ADMINISTRATOR COVERED EXPENSES

3.1 Definition. Claims Administrator Covered Expenses shall mean the following expenses for the defense of any lawsuit regarding an Claims Administrator-audited claim: (i) the cost of consultations and/or reviews by experts, if such experts are retained by Claims Administrator; (ii) attorneys' fees, if such attorneys are retained by Claims Administrator; (iii) other investigation and defense costs and expenses incurred by Claims Administrator in the defense of the Plan and/or Plan Sponsor; and (iv) when the Plan is a party to a direct agreement, attorneys' fees and costs incurred by a medical provider if a court of competent jurisdiction finally determines that a medical provider is entitled to reimbursement of some portion or all of such fees and costs from the Plan Sponsor and/or the Plan. Claims Administrator Covered Expenses shall also include settlements that Claims Administrator elects to pay.

3.1 Claims Administrator Responsibility for Claims Administrator Covered Expenses. Claims Administrator shall be responsible for payment of all Claims Administrator Covered Expenses (including Claims Administrator Covered Expenses incurred by Plan Members, provided that the Plan Members have not pursued legal actions against the Plan and/or the Plan Sponsor with respect to an Claims Administrator audited claim). Covered Expenses shall be paid by Claims Administrator with Claims Administrator solely approving the choice of legal counsel providing such legal services; provided that any Claims Administrator liability for such legal services will end, and Claims Administrator will have no further liability for any Claims Administrator Covered Expenses, if the Plan refuses to cooperate with legal counsel, including refusing to assent to compromise of claims where the proposed compromise would absolve the Plan of any liability for

the disputed amount or benefit.

3.2 Exclusions to Covered Expenses.

(a) Claims Administrator shall not be liable for any amount payable to a medical provider for medical services including or any judgment or verdict arising from or compensating a medical provider for any lawsuit regarding an Claims Administrator audited Claim.

(b) The result of reimbursement provided to any Medical Provider, or for any resulting fees or expenses associated with, the Independent Dispute Resolution for NSA-Eligible Claims. These fees and expenses shall be the sole responsibility of the Plan Sponsor and/or Plan.

(c) Claims Administrator shall not be liable for any Claims Administrator Covered Expenses incurred by the Plan Sponsor and/or the Plan in connection with any lawsuit or governmental action, if and to the extent that such Claims Administrator Covered Expenses are:

1. The result of disagreement between the Plan Sponsor and Claims Administrator that resulted in the Plan Sponsor reimbursing a claim at an amount other than the Allowable Claim Limit determined by Claims Administrator;
2. The result of a determination that the claim is subject to a PPO agreement or any other applicable non-Claims Administrator direct contract that requires the Plan to pay a pre-determined fixed amount or an amount other than the Allowable Claim Limit;
3. The result of the Plan Sponsor failure to perform any of the responsibilities in Article 2 of this Schedule;
4. The result of negligence or willful misconduct by the Plan Sponsor in performing its duties to the Plan and under this Schedule;
5. The result of language in the Plan Documents which is not in compliance with applicable law or which otherwise is unenforceable;
6. The failure of the Plan Sponsor to comply with ERISA, the ACA, applicable administrative safeguards in accordance with the DOL Claims Regulations, and any other applicable laws and regulations; or
7. The result of the Plan Sponsor's failure to provide timely funding necessary to pay a claim as approved by Claims Administrator.

ARTICLE 4. FEES

4.1 Claims Audited under the Claim Review and Audit Program. Twelve percent (12%) of the charges billed for claims from non-directly contracted facility providers, six percent (6%) of the charges billed for claims from non-directly contracted professional providers, three percent (3%) of Charges billed for Claims from the following Directly Contracted Providers:

- Sherry Niccoli, MD (PC0003962)
- Dr. Roanne Houck, N.D. (PC0003961)
- Elk Mountain Therapy Associates, LLC (PC0003904)
- Gunnison Valley Hospital (PC0002002)
- Heights Performance and Rehab Specialists (PC0003905)
- Homeland Health Specialists, Inc. (PC0006840)
- Pediatrics of Lima (PC0004655)

and six percent (6%) of the charges billed for claims from all other directly contracted providers, unless otherwise noted below. For directly contracted providers, if the combined amount of the Allowable Claim Limit and the fees due to Claims Administrator is greater than the charges billed by the medical provider, the compensation for Claims Administrator may default to fifteen percent (15%) of the amount of charges that are in excess of the Allowable Claim Limit.

- Supplemental network partners- fees shall be equal to twenty percent (20%) of the difference between the billed Charges and the Allowable Claim Limit.

4.2 NSA-Eligible Claims. For any eligible claims settled by Claims Administrator through the dispute resolution process regulated by the NSA, fees shall be equal to twenty percent (20%) of the difference between the billed charges and the final agreed upon reimbursement amount. A reconciliation will be performed monthly for all claims settled as a result of the NSA dispute resolution process and a rebate will be issued to the Plan Sponsor for any difference between the fees previously paid under Article 4.1 of this Schedule I and the NSA fees. In the event that the NSA fees result in a higher fee than those paid for audited claims, fees shall be capped at the original audit fee amount. Plan Sponsor agrees it and/or the Plan are responsible, for the payment of benefits, including all additional benefit payments due to a medical provider as a result of the dispute resolutions process for applicable NSA claims, along with all associated fees and expenses. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between this Schedule and the other terms of the Agreement or Schedules, it is the party's intent that the terms of this Schedule prevail, but only to the extent that the conflict involves a claim subject to the NSA.

4.3 No Savings Claim Negotiations. Claims Administrator may attempt to obtain Plan savings for No Savings Claims via negotiation or use of supplemental network partners. Fees shall be equal to twenty percent (20%) of the difference between the billed Charges and either the agreed upon settlement amount or Allowable Claim Limit.

4.4 Pre-Service Negotiations for Professional Medical Providers: Twenty percent (20%) of the difference between the billed Charges and the agreed-upon reimbursement amount.

SCHEDULE I ATTACHMENT #1**CLAIM REVIEW AND AUDIT PROGRAM SLA**

Claims Administrator will audit and review claims submitted for reimbursement by any of the following medical providers:

1. Hospitals,
2. Ambulatory Health and Surgical Centers,
3. Dialysis Clinics, and
4. Other licensed health-care facilities and professional individuals or groups for inpatient, outpatient, and ancillary services.

CLAIM REVIEW AND AUDIT GUIDELINES

Claims Administrator will utilize commercially reasonable efforts to review and audit Clean Claims to ensure that Medical Providers comply with industry standard coding logic and National Correct Coding Initiative (“NCCI”) and Centers for Medicare and Medicaid Services (“CMS”) coding standards. The Claim Review and Audit procedures that Claims Administrator performs shall include but shall not be limited to:

1. Errors. Verifying that clean claims do not include any identifiable billing mistakes including, but not limited to, upcoding, duplicate charges, and charges for services not performed. Additionally, verifying that clean claims do not include charges that are required to treat injuries sustained or illnesses contracted, including infections and complications, which, in the opinion of the Plan Sponsor can be attributed to medical errors by the medical provider.

2. Unbundling. Verifying that clean claims do not include charges for any items billed separately that are customarily included in a global billing procedure code in accordance with the American Medical Association’s CPT® (Current Procedural Terminology) and/or the Healthcare Common Procedure Coding System (HCPCS) codes used by CMS.

3. Itemized Bill Audit. Reviewing itemized bills for clean claims for inpatient and outpatient services of \$25,000 or greater, in order to identify whether billed charges include charges for services or supplies that are not consistent with the patient’s diagnoses based upon the CPT, HCPCS, and ICD-9/ICD-10 codes (diagnostic codes) reflected in the invoices submitted by the medical provider.

4. Operative Report. Reviewing operative reports for clean claims of \$25,000 or greater for ambulatory health and surgical centers in order to identify whether billed charges include charges for services or supplies that are not consistent with the patient’s diagnoses based upon the CPT, HCPCS, and ICD-9/ICD-10 codes (diagnostic codes) reflected in the invoices submitted by the medical provider.

5. Medical Records Audit. Determining, in its sole discretion, that an audit of the provider’s medical records is appropriate and necessary to assess whether certain charges for services and supplies were rendered or provided as billed and either conducting such audit directly or arranging for such audit to be conducted. An audit may be performed in determination of the Allowable Claim Limit or during any retrospective review of charges, including disputed audits, apart from the override of any Claims Administrator determination (as described in Article 4 of the Agreement). Medical records for this purpose will include, but not be limited to, x-ray and laboratory tests, operating room and other facility usage, charts of medications dispensed and supplies provided, physician visits and other professional services. In the event that Claims Administrator requests the medical records, the Plan Sponsor acknowledges that (a) Claims Administrator may, consistent with HIPAA and any other applicable privacy protections, request the assistance of the patient or Plan Member, and/or medical care providers, in verifying the results of a medical records audit, provided, however, that the patient/Plan participant may refuse to provide assistance

without such lack of cooperation itself jeopardizing or prejudicing any Claims of the patient/Plan Member.

ALLOWABLE CLAIM LIMIT GUIDELINES

In determining Allowable Claim Limits, Claims Administrator shall adhere to the following guidelines (which guidelines have been or shall be adopted by the Plan):

1. Errors, Unbundled and/or Unsubstantiated Charges Guidelines. Allowable Claim Limits will not include the following amounts:

- a. Charges identified as improperly coded, duplicated, unbundled and/or for services not performed;
- b. Charges for treating injuries sustained or illnesses contracted, including infections and complications, which, in the opinion of the Plan Administrator can be attributed to medical errors by the Medical Providers;
- c. Charges that cannot be identified or understood; and
- d. Charges that cannot be verified from audits of medical records.

2. Additional Guidelines. The following guidelines will be used when determining Allowable Claim Limits:

- a. **Facilities.** The Allowable Claim Limit for Claims by a facility, including but not limited to, hospitals, emergency, rehabilitation and skilled nursing centers, and any other health care facility shall be the greater of (I) 112% of the hospital's most recent departmental cost ratio, reported to CMS and published in the American Hospital Directory as the "Medicare Cost Report" (the "CMS Cost Ratio"), or (II) the Medicare allowed amount for the services in the geographic area plus an additional 20%. The Allowable Claim Limit for (I) shall not exceed 250% of the federal non-commercial Medicare allowed amount, except for children's hospitals, which shall not exceed 350% of the federal non-commercial Medicare allowed amount. In the event that insufficient information is available to identify either one of the hospital's most recent departmental cost ratio or the Medicare allowed amount, the Allowable Claim Limit shall be either (I) or (II) herein, to the extent that it can be identified. In the event that insufficient information is available to identify both the hospital's most recent department cost ratio and the Medicare allowed amount, Claims Administrator shall determine the Allowable Claim Limit, in its sole discretion and in accordance with Section 2.d. or 2.e., below.
- b. **Ambulatory Health Care Centers.** The Allowable Claim Limit for ambulatory health care centers, including ambulatory surgery centers which are independent facilities, shall be the Medicare allowed amount for the services in the geographic area plus an additional 20%. In the event that insufficient information is available to identify the Medicare allowed amount, the Allowable Claim Limit for such services shall be, to the extent available, either the outpatient or inpatient Medicare allowed amount for the service, plus an additional 20%, provided that if such Medicare allowed amounts are unavailable Claims Administrator shall determine the Allowable Claim Limit in its sole discretion and in accordance with Sections 2.e. or 2.f., below.
- c. **Professional Medical Providers.** The Allowable Claim Limits for professional medical providers shall be determined using the following:
 - i. For general medical and primary care claims, the Medicare allowed amount in the geographic area plus an additional 40%;
 - ii. For specialist medical and surgical care claims, the Medicare allowed amount in the geographic area plus an additional 55%;
 - iii. For anesthesiologist claims, the Medicare allowed amount in the geographic area plus an additional 100%;
 - iv. For ambulance and air ambulance claims, the Medicare allowed amount in the geographic area plus an additional 20%; or

- v. For other non-facility claims and supplies (such as, but not limited to, Durable Medical Equipment, laboratory services and supplies, and mid-level providers, etc.), the Medicare allowed amount in the geographic area.

For purposes of determining the proper Allowable Claim Limits for professional medical providers in categories (i), (ii), (iii), (iv), or (v), above, the Plan Administrator shall determine the applicable category for each claim based on the taxonomy code used by the professional medical provider for that claim. The Plan Administrator determines in its sole discretion the type of provider for determining Allowable Claim Limits, as detailed above.

While this Plan typically pays professional providers based on the Medicare allowed amounts above, certain services may be reimbursed at 110% of the Medicare allowed amount for the service. These services may include, but are not limited to, routine diagnostic tests, evaluation services, telehealth and services for ongoing therapy. A full list of services subject to this rule can be found here: www.planlimit.com/profl. This list will be updated at least annually to reflect the Plan's current plan design.

- d. **Directly Contracted Providers Guidelines.** The Allowable Claim Limits for Directly Contracted Providers shall be the negotiated rate as agreed under the Direct Agreement.
- e. **Information to Determine Allowable Claim Limit.** In the event that insufficient information is available to determine Allowable Claim Limits for specific services or supplies using the guidelines listed in Section 2 above, as may be applicable, Claims Administrator may apply the following guidelines:
 - i. **General Medical and/or Surgical Services.** The Allowable Claim Limit for any covered services may be calculated based upon industry-standard resources including, not limited to, published and publicly available fee and cost lists and comparisons, or any combination of such resources that in the opinion of the Plan Administrator results in the determination of a reasonable expense under the Plan.
 - ii. **Medical and Surgical Supplies, Implants, Devices.** The Allowable Claim Limit for charges for medical and surgical supplies made by a provider may be based upon the invoice price (cost) to the provider, plus an additional 12%. The documentation used as the resource for this determination will include, but not be limited to, invoices, receipts, cost lists or other documentation as deemed appropriate under the Plan.
 - iii. **Physician, Medical and Surgical Care, Laboratory, X-ray, and Therapy.** The Allowable Claim Limit for these services may be determined based upon the 60th percentile of Fair Health (FH®) Allowed Benchmarks.
- f. **Comparable Services or Supplies Guidelines.** In the event that Claims Administrator determines that insufficient information is available to determine Allowable Claim Limits for specific services or supplies using the guidelines listed in Section 2 above, Claims Administrator shall use the most comparable services or supplies, as determined by Claims Administrator in its sole discretion and judgment based upon comparative severity and/or geographic area, to determine the Allowable Claim Limit.

In the event that a determination of Allowable Claim Limit for a Claim results exceeds the actual Charges billed for the services and/or supplies, the actual Charges billed for the Claim shall be the Allowable Claim Limit.

COMPLETED AUDIT RESULTS

For each completed audit, Claims Administrator will identify and report any charges that are improperly coded, duplicated, unidentified, unbundled and/or found to exceed the Allowable Claim Limits. Claims Administrator will return the completed review and audit results for the adjudication of the claims based upon the recommended determination of Allowable Claim Limits by Claims Administrator. Claims Administrator shall use commercially reasonable efforts to perform its duties under this Claim Review and

Audit Program SLA within a period of time that provides the Plan Administrator a reasonable amount of time to meet the compliance time limits set forth in the DOL Claims Regulations (provided that the determination of whether or not a period of time as described above is a “reasonable amount of time” will be reasonably determined by Claims Administrator in its sole discretion).

Effective Date: January 1, 2025

SCHEDULE J**COST-CONTAINMENT SERVICES**

This Schedule J contains the additional terms and conditions under which Claims Administrator has agreed to supply, and Plan Sponsor has agreed to access, the following cost-containment services.

ARTICLE 1. CLAIMS ADMINISTRATOR RESPONSIBILITIES

1.1 Balance Bill Administration and Defense Services. Notwithstanding anything to the contrary elsewhere in this Addendum (including all Attachments to the Addendum), Balance Bill Administration and Defense Services shall be available only with respect to claims. In the event the medical provider, an attorney for the Medical Provider or a debt collector threatens legal action against the Plan Member for the balance bill Amount, Claims Administrator shall offer to provide competent legal counsel to the Plan Member to protect the Plan member against payment disputes, and to take reasonable actions to attempt to prevent adverse credit information being reported to any consumer reporting agency. A Balance Bill is defined as a medical provider's invoice for charges which were found to be in excess of the Allowable Claim Limit determined by Claims Administrator.

1.2 Metric-Based Negotiations. Claims Administrator may negotiate on behalf of the Plan Sponsor with the medical provider, or its designee/representative, to reach an agreed upon reimbursement rate under the Maximum Acceptable Reimbursement previously authorized by the Plan in accordance with Attachment #1 to this Schedule. If an agreement cannot be reached under the Maximum Acceptable Reimbursement, or with additional written authority provided by the Plan, Claims Administrator shall continue to provide Balance Bill Administration and Defense Services as described above.

1.3 Healthcare Financial Assistance. To protect the Plan Member against payment disputes and prevent reporting of adverse credit information, Claims Administrator shall identify select Plan members who may be candidates for Healthcare Financial Assistance and shall provide support with navigation of financial assistance available directly through providers or federal, state, community-based or other charitable non-profit programs. Support with Healthcare Financial Assistance shall be deployed at the sole discretion of the Claims Administrator to assist and advance efforts to aid Plan Member with addressing outstanding medical bills, including out-of-pocket expenses, as part of Balance Bill Administration and Defense Services. If Healthcare Financial Assistance is not available, Claims Administrator shall continue to provide Balance Bill Administration and Defense Services as described above.

ARTICLE 2. RESPONSIBILITIES OF THE PLAN SPONSOR

2.1 Plan Administration and Compliance. The Plan Sponsor acknowledges that Claims Administrator shall only be responsible for the duties outlined in Article 1.

2.2 Payment of Claims and Claims Administrator Fees.

Paying Claims Administrator and/or its affiliates fees in accordance with the provisions of Article 4 of this Schedule.

ARTICLE 3. CLAIMS ADMINISTRATOR COVERED EXPENSES

3.1 Definition. Claims Administrator Covered Expenses shall mean the following expenses for the defense of a Balance Bill reviewed by Claims Administrator or a lawsuit regarding an Claims Administrator-audited Claim: (i) the cost of consultations and/or reviews by experts, if such experts are retained by Claims Administrator; (ii) attorneys' fees, if such attorneys are retained by Claims Administrator; (iii) other

investigation, and defense costs and expenses incurred by Claims Administrator in the defense of the Plan Participant; and (iv) attorneys' fees and costs incurred by a Plan Member, if a court of competent jurisdiction finally determines that a Medical Provider is entitled to reimbursement of some portion or all of such fees and cost from Plan Participant, in relation to a Balance Bill amount. Claims Administrator Covered Expenses shall also include settlements that Claims Administrator elects to pay.

3.2 Claims Administrator Responsibility for Claims Administrator Covered Expenses. Claims Administrator shall be responsible for payment of all Claims Administrator Covered Expenses (including Claims Administrator Covered Expenses incurred by Plan Members, provided that the Plan Members have not pursued legal actions against the Plan and/or the Plan Sponsor with respect to an Claims Administrator audited claim).

3.3 Exclusions to Covered Expenses.

(a) Claims Administrator shall not be liable for any amount payable to a medical provider for medical services including or any judgment or verdict arising from or compensating a medical provider for any lawsuit for a Balance bill or Claims Administrator audited claim.

(b) The result of reimbursement provided to any Medical Provider, or for any resulting fees or expenses associated with, the Independent Dispute Resolution for NSA-Eligible Claims. These fees and expenses shall be the sole responsibility of the Plan Sponsor and/or Plan.

(c) Claims Administrator shall not be liable for any Claims Administrator Covered Expenses incurred by the Plan Sponsor, the Plan Administrator and/or the Plan in connection with any lawsuit or governmental action, if and to the extent that such Claims Administrator Covered Expenses are:

1. The result of disagreement between the Plan Administrator and Claims Administrator that resulted in the Plan Administrator reimbursing a Claim at an amount other than the Allowable Claim Limit determined by Claims Administrator or overriding the determination made by Claims Administrator with respect to a Balance Bill;
2. The result of a determination that the Claim is subject to a PPO agreement or any other applicable non-Claims Administrator direct contract that requires the Plan to pay a pre-determined fixed amount or an amount other than the Allowable Claim Limit;
3. The result of reimbursement provided under any applicable Metric-Based Negotiation Services Authorization Addendum to this Agreement;
4. The result of the Plan Administrator's failure to perform any of the responsibilities in Article 2 of this Agreement;
5. The result of negligence or willful misconduct by the Plan Sponsor, the Plan Administrator or the Third Party Administrator in performing its duties to the Plan and under this Addendum;
6. The result of language in the Plan Documents which is not in compliance with applicable law or which otherwise is unenforceable;
7. The failure of the Plan Sponsor to comply with ERISA, the ACA, applicable administrative safeguards in accordance with the DOL Claims Regulations, and any other applicable laws and regulations; or
8. The result of the Plan Sponsor's failure to provide timely funding necessary to pay a claim as approved by Claims Administrator.

ARTICLE 4. FEES

4.1 Metric-Based Negotiation Services Fee Schedule. If Metric-Based Negotiation Services result in an agreement with additional reimbursement to the Medical Provider, fees shall be equal to twenty percent (20%) of the difference between the billed charges and the agreed upon reimbursement amount. A reconciliation will be performed monthly for all claims settled as a result of post-service Metric-Based Negotiation and a rebate will be issued to the Plan for any difference between the fees previously paid under Article 4 of Schedule I and the Metric-Based Negotiation fees. In the event that post-service Metric-Based

Negotiations result in a higher fee than those paid for audited claims under Article 4 of Schedule I, fees shall be capped at the original audit fee amount.

SCHEDULE J ATTACHMENT #1

METRIC-BASED NEGOTIATION SERVICES AUTHORIZATION

Plan Sponsor expressly authorizes Claims Administrator to negotiate on behalf of the Plan with all noncontracted facility and professional providers, or their designees/representatives, to reach an agreed upon reimbursement rate up to the Maximum Acceptable Reimbursement during the specified timeframe as detailed below. Any reimbursement amount above the Maximum Acceptable Reimbursement shall require prior written approval from the Plan. The Plan hereby acknowledges and agrees that if Claims Administrator is unable to secure reimbursement rates up to the Maximum Acceptable Reimbursement, and prior approval for an exception is not granted by the Plan and/or Plan Administrator, Claims Administrator shall provide Claim Audit Review and Repricing and/or Balance Bill Administration and Defense Services.

The Plan Sponsor further acknowledges and fully accepts that reimbursement under the terms of this authorization may be higher than the reimbursement amount paid to a Medical Provider under Claims Administrator's Claim Review and Audit Program with the understanding that the purpose of allowing for higher reimbursement amounts is to manage Plan expenses as well as minimize and/or avoid disruption and Plan Participant confusion and dissatisfaction, which may result from payment disputes and balance billing for the benefit of the Plan and Plan Participants. The Plan also understands that Plan Participant cost-sharing, which includes coinsurance, deductibles, and co-pays, may be adjusted as a result of additional reimbursement to the Medical Provider.

Maximum Acceptable Reimbursement

The Plan Sponsor hereby authorizes Claims Administrator to use the following Maximum Acceptable Reimbursement when providing Metric-based Negotiation Services:

For post-service negotiations, the Maximum Acceptable Reimbursement for all noncontracted facility and professional medical claims shall be 50% above the original Allowable Claim Limit as determined by Claims Administrator in accordance with its Claim Review and Repricing Services and shall not exceed 90% of billed charges.

For pre-service negotiations, the Maximum Acceptable Reimbursement for noncontracted professional claims shall be 50% above the estimated Allowable Claim Limit as determined by Claims Administrator and shall not exceed 90% of billed charges.

Timeframe for Initiation of Customized Claims Administrator Negotiation for Plan

The Plan Sponsor authorizes Claims Administrator to provide Metric-Based Negotiation Services in accordance with the above Maximum Acceptable Reimbursement during the following timeframe(s):

Pre-service or post-service where the Medical Provider is disputing reimbursement under the Plan and/or the Plan Participant receives communications regarding a Balance Bill. In the event that Claims Administrator is unable to secure agreement up to the Maximum Acceptable Reimbursement, or receive approval from the Plan for an exception, or in the event a credit impairment or notice of a legal action is

received, Claims Administrator will provide its Claim Audit Review and Repricing and Balance Bill Administration and Defense Services.

In pursuing negotiation for settlement of any pre-service negotiations, Balance Bill or payment dispute on behalf of the Plan or Plan Sponsor, Claims Administrator will keep the Plan and Plan Sponsor informed of the following:

- a. when Claims Administrator will pursue an agreement or settlement that falls above the Maximum Acceptable Reimbursement and/or Claims Administrator is seeking authority to agree or settle above the Maximum Acceptable Reimbursement;
- b. for post-service, when Claims Administrator successfully settles a Balance Bill or payment dispute as part of the Metric-Based Negotiation Services and the Claim will need to be re-processed for additional payment;
- c. on a periodic, mutually-agreeable timeframe, a listing of the Claims where negotiations under the Metric-Based Negotiation Services were attempted, but were unsuccessful
- d. any stipulations outside of the standard negotiation settlement template that a Medical Provider may require prior to signing a settlement agreement, for which approval from the Plan or Plan Sponsor is needed.

Effective Date: January 1, 2025

SCHEDULE M

VIRTUAL CASH CARD

Claims Administrator or its designee shall provide, and Plan Sponsor shall pay for, virtual cash card (the “Card”) services described in this Schedule M for the benefit of Plan Sponsor’s health benefit plan and its Members:

I. Responsibilities of the Claims Administrator

Use of the Card is limited to providing upfront pre-service or post service payments for authorized medical services for Members who are seeking medical care from medical provider when such pre-service payment is a condition precedent to Member receiving such service(s) or a post-service payment and where such payment will not be for any Member cost-share for such services, which may include, without limitation, any deductibles, co-pays, and/or co-insurance, unless the Plan otherwise directs or agrees in writing. If Claims Administrator reasonably determines that it is appropriate to use the Card to render payment under the circumstances, then Claims Administrator will use the Card to pay medical provider. Claims Administrator will not be considered the payor of claims and has no financial obligation for benefits due under the Plan. Claims Administrator shall use the Card only as authorized under this Agreement unless otherwise approved by the Plan Sponsor. Unless approved by the Plan, Claims Administrator shall not use the Card for pre-payment more than one (1) week in advance of the date of the applicable service for the Member with such provider. Claims Administrator shall not pay for any series of appointments in a lump sum unless approved by the Plan.

The Plan may revoke Claim Administrator’s right to make payments with the Card at any time. The Plan provides discretionary authority to Claims Administrator to use the Card on behalf of the Plan up to the advanced authority provided by the Plan in Section II for the sole purpose of assisting the Plan in performing the Plan’s duties under the Plan Document.

The Plan acknowledges that utilization of the service herein provides an increased chance of overpayments or claims being paid which are subject to exclusions. Such exclusions are typically identified after receipt of a claim, or during the pre-certification/notification process, and are therefore unable to be identified during a pre-service phone call or inquiry. Claims Administrator shall not be responsible for any payments made for excluded claims.

II. Responsibilities of the Plan Administrator/Plan Sponsor

Claims Administrator will be solely responsible for adequately funding the Card account and/or claims fund account registry for initial payment with the Card with the understanding that it shall be reimbursed by the Plan and/or Plan Sponsor. Plan and/or Plan Sponsor shall reimburse Claims Administrator within thirty (30) days of invoice as the Plan is solely responsible for funding all claims. All claims paid utilizing the Card shall also incur a fee of six percent (6%) of charges billed on the claim, which shall be paid by Plan Sponsor.

The Plan Sponsor and Plan authorize Claims Administrator, as the Plan’s designated authority, to use the Card to pay claims for Members in any amount in accordance with the below:

- For facility claims with billed charges less than ten-thousand dollars (\$10,000), up to the Medicare allowed amount in the geographic area plus one-hundred and fifty percent (150%); and
- Where applicable, for professional claims, up to the Maximum Acceptable Reimbursement amount set forth in the Metric-Based Negotiation Services Authorization.

This limit applies to all outstanding claims for an episode of care from a single Member. If a claim exceeds the above thresholds, Claims Administrator will seek further authorization from the Plan. These limits are subject to periodic review and are subject to change based on the Plan's account history, activity, and other factors. The Plan retains sole discretion to apply and change these limits.

Effective Date: January 1, 2025

SCHEDULE N

COBRA

Plan Sponsor requests that Claims Administrator, or its designee, provide certain services in compliance with the requirements of the Consolidated Budget Reconciliation Act (“COBRA” or the “Act”), as amended, and all related regulations with respect to Plan Sponsor’s COBRA obligations for its group health plans, consumer-driven health plans, and other employer-sponsored health benefits, as applicable and in consideration of the following:

DUTIES AND RESPONSIBILITIES OF PLAN SPONSOR

- A. Notify Claims Administrator, in writing, of all Plan Participants eligible under the Plan.
- B. Notify Claims Administrator of certain qualifying events, in writing, within thirty (30) days of the occurrence of a qualifying event, including but not limited to a covered employee’s end of employment, a covered employee’s reduction of hours of employment, death of a covered employee, commencement of a proceeding in bankruptcy with respect to the employer, or the covered employee becoming entitled to Medicare benefits (under Part A, Part B, or both) (“Qualifying Event”). Said notice shall contain sufficient information to satisfy the requirements as set forth in the Act.
- C. Forward any necessary information and/or documentation to Claims Administrator applicable to a Plan Participant and a Qualifying Event.
- D. Assist Claims Administrator in obtaining any necessary information and/or documentation applicable to a Plan Participant.
- E. Notify Claims Administrator of any Plan Participant address change.
- F. If applicable, forward all necessary COBRA premiums.
- G. Report any deficiencies or unmet requirements to the IRS on Form 4980(b).
- H. From time to time, additional notices may be required by federal or state law. Plan Sponsor is responsible for providing these additional notices. Claims Administrator may provide the notices for an additional fee to be determined.

DUTIES AND RESPONSIBILITIES OF CLAIMS ADMINISTRATOR

- A. Upon receipt of complete eligibility documentation, Claims Administrator shall provide each Plan Participant with written initial notice of his or her continuation coverage rights under the Plan.
- B. Following notice of a Qualifying Event, Claims Administrator will notify all Qualified Beneficiaries of continuation coverage rights and premium amounts.
- C. Claims Administrator shall receive elections and premiums from Qualified Beneficiaries, track all premium payments received, and provide telephonic assistance for inquiries on COBRA benefits.
- D. Claims Administrator shall notify Qualified Beneficiaries of rate changes, the unavailability of COBRA, and COBRA termination.

- E. Claims Administrator shall provide self-service access to Plan Sponsor for vendor eligibility. Reporting for vendor eligibility shall be available only upon request of Plan Sponsor for additional agreed upon fee.
- F. In the event of premium payment shortfall, Claims Administrator shall notify Qualified Beneficiary of the deficiency and allow for a thirty (30) day grace period prior to termination. Claims Administrator shall not adjudicate any claims for payment during the grace period. Any termination of the Qualified Beneficiary shall be retroactive to the last date full premium payment was received by Claims Administrator.

COMPENSATION

- A. Claims Administrator shall retain two percent (2%) of the applicable premium of those who elect and pay COBRA.
- B. Claims Administrator shall be authorized to deduct the administration fees designated in Schedule A for each month from the Plan Sponsor Account.
- C. The fee structure shall be renewed annually and revised to be mutually acceptable to both Parties.

Effective Date: January 1, 2025

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Rocky Mountain Health Foundatio

Action Requested: Other Application Rocky Mountain Health Foundation

Parties to the Agreement: Rocky Mountain Health Foundation

Term Begins: February 2026

Term Ends:

Grant Contract #:

Summary:

HHS would like to apply to the Rocky Mountain Health Foundation Simple Gift grant again this year for \$15,000 to support the Health Coalition.

Fiscal Impact: 15000

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/13/2026

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 1/14/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/14/2026

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/15/2026



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 1/20/2026

Simple Gifts Grant Application

If you have questions or need help completing the application, please contact us at info@rmhealth.org or 970-697-1023

ORGANIZATION INFORMATION

Current Year (enter 2026)

2026

Legal Name of Organization

Gunnison County Community Health Coalition

Public/Preferred Name of Organization:

Gunnison County Community Health Coalition

Nonprofit Status

we are a govt/tribal/school/public entity

9-digit FEIN

84-6000770

Website

www.gunnisoncounty.org

Total Number of Employees (headcount, not FTEs)

1

What is your organization's mission statement?

The Community Health Coalition is an inclusive and dynamic group of health and human services professionals dedicated to improving social, physical, mental and spiritual health for all community members.

Who does your organization serve, and what services/activities do you provide?

The Gunnison County Community Health Coalition (Health Coalition) serves as a platform for information sharing and proactive initiatives, enabling its members to coordinate efforts in identifying and addressing community health needs, advocate for systemic changes, and empower individuals to live healthier lives. Representing more than twenty community organizations, the Health Coalition fosters collaboration by breaking down silos and improving joint efforts. Guided by the collective impact model, Health Coalition members identified the top three community needs, which led to the formation of three subgroups: Suicide Prevention, Sense of Welcoming and Belonging, and Workforce Support. These subgroups have since launched a variety of projects to tackle the identified needs, directly benefiting the community. The Health Coalition work is organized and sustained through the Coordinator position, who works to engage key community stakeholders, foster community connections and resource accessibility, and track progress toward Coalition objectives identified in the Coalition's Strategic Plan.

What is the amount of your organization's current budget?

\$68,000

**What is the amount of your grant request? Please round to the nearest thousand.
(ex. \$6000, not \$5700)**

\$15,000

IMPACT

To help us understand the impact of your work, tell us the most important result that indicates success for the people you serve. This should be the key change you want to see for participants (for example, a change in behavior, stability, or well-being) and something you are already tracking or measuring with your current data or reporting systems.

a) What is the main change or outcome you want to see for participants? (If your organization is currently funded through Simple Gifts, you'll see the outcomes from your last grant application already filled in. Please update anything that no longer feels accurate or complete.)

The most important goal we want to see for the people we serve is having increased needs met related to accessing services, feeling welcome in their community, and feeling supported as a member of the local workforce. Over the last year, the Health Coalition has continued strengthening its interagency collaboration and each subgroup is now led by a non-county employee. This positive change has led to the successful development and rollout of Health Coalition projects, such as Welcoming and Belonging trainings/resources for local organizations and the Better Together community movement to support suicide prevention. The recently formed suicide prevention subgroup identified messaging and social connectedness as gaps in the community's suicide prevention, so it will plan events and projects to connect at-risk individuals to suicide prevention resources.

b) How will you measure this change? List the indicators (data or evidence) you will use to track change and show that results are being achieved. (If your organization is currently funded through Simple Gifts, you'll see the indicators from your last grant application already filled in. Please update anything that no longer feels accurate or complete.)

1) Partnerships: the number of successfully secured grants that arose from Health Coalition partnerships, the number of MOUs signed, and the number of organizations participating in subgroup work.

2) Connecting community members to services: the number of collaborative events, including attendees. We will also explore utilization data measures for suicide prevention resources (e.g., number of unique users and website visits on a suicide prevention website).

3) Sense of welcoming and belonging: we will collect qualitative data through an updated State of the Community report, and quantitative data through the Katz Amsterdam social connectedness survey.

GEOGRAPHIC COVERAGE

How many people did you serve in your most recently completed fiscal year?

4,000

What Western Slope counties did you serve in your most recently completed fiscal year? Select all that apply, then provide the ESTIMATED or ACTUAL % served in each of those counties.

Gunnison

Gunnison - %

100

The total should equal 100%. If it does not, please check your entries.

100

GRANT REPORTING

Did your organization receive a Simple Gifts grant last year?

Yes

Here are the outcomes and indicators from your 2025 application for reference in answering the reporting question below:

Outcomes (goals/changes)

Gunnison County community members will have increased access access to health services, feel welcome in their community, and feel supported as a member of the local workforce.

Indicators (measurable results)

- 1) Partnerships: the number of successfully secured grants that arose from Health Coalition partnerships, the number of MOUs signed, and the number of organizations participating in subgroup work.
- 2) connecting community members to services: the number of collaborative events, including attendees. We will also explore utilization data measures for suicide prevention resources (e.g., number of unique users and website visits on a suicide prevention website).
- 3) Sense of welcoming and belonging: we will collect qualitative data through an updated State of the Community report, and quantitative data through the Katz Amsterdam social connectedness survey.

Did you achieve the intended goal or change for your clients? Provide a brief summary of your measurable results and data. Be sure to include any challenges or limitations you experienced along the way.

The Health Coalition made measurable progress toward its goals of increasing access to suicide prevention resources, strengthening a sense of belonging among community members, and supporting the local workforce. Building on prior work the Health Coalition continued to strengthen cross-sector collaboration, with subgroups now led by professionals representing local government, the local food pantry, public health, and higher education. This structure supports coordinated planning and contributes to a diverse perspective on community needs.

The Health Coalition supported an update to the 2022 State of the Community Report, which included findings that increased levels of stress, social isolation, and a suicide rate higher than state and national averages continue to be community challenges. In response, the Access to Services subgroup pivoted its focus to suicide prevention. In 2025, this group revamped the Better Together website to improve access to suicide prevention resources and recorded Better Together videos intended to reduce stigma and increase a sense of community connectedness. The Better Together website indicated a utilization rate of ___, which will form the data baseline to assess reach.

The Sense of Belonging subgroup focused on practical strategies to increase inclusion and access to information. In February, the subgroup hosted a Know Your Rights training to support immigrant community members and had over 40 Health Coalition members in attendance, the largest Health Coalition meeting of 2025. The subgroup also updated and disseminated a Welcoming Tip Guide to 14 local businesses. The guide provides small, actionable practices businesses can adopt to create more welcoming environments for individuals from diverse cultural backgrounds.

The Workforce Support subgroup partnered with the EAP ad-hoc committee to administer the community-owned Employee Assistance Program (EAP), which saw an increased enrollment to 200 members of the local workforce. Challenges during 2025 included rural capacity and the long-term nature of suicide prevention and sense of belonging outcomes. Despite these limitations, though, the Health Coalition used community data and Coalition member feedback to adapt strategies and strengthen coordinated community responses.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; The Auto Club Group Foundation

Action Requested: County Manager Signature

Parties to the Agreement: The Auto Club Group Foundation (AAA)

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Grant through the AAA Foundation for GCSAPP and the Multicultural Resource Office to offer drivers education for youth and adults in Spanish.

Fiscal Impact:

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/13/2026

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/14/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/14/2026

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/15/2026

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 1/20/2026

Youth and Adult Drivers Education

Number of People Served – 115

Amount Requested - \$14, 740

Total Project Budget - \$76,050

Project Description

Gunnison County, a rural community on Colorado's western slope, is geographically large and isolated, with about 16,900 residents, 9% of whom identify as Hispanic (US Census, 2020). The immigrant population continues to grow, increasing the need for accessible services. As of last year, the Gunnison Driver's License Office expanded to full weekday hours. Still, limited public transportation makes it essential for residents to drive, highlighting the importance of accessible driver training.

Through our community coalition, we are expanding access to driver's education for Hispanic youth and adults. Historically, courses were taught in English with Spanish interpretation. Feedback from youth showed that direct instruction in Spanish improves engagement and retention. In response, the Gunnison County Multicultural Resource Office has contracted with a Denver-based driving school to provide biannual services to adults in Spanish.

Building on this, the project will provide a summer intensive 30-hour driver's education course with written test in Spanish for Hispanic youth. Students will complete the driving test locally and earn high school credit upon completion. In partnership with the Multicultural Resource Office, we will also offer scholarships for Hispanic adults to participate in a 6-hour course and driving test with Spanish-speaking facilitators.

Currently, residents must travel over 100 miles to neighboring communities for in-person tests. By contracting a driving school to conduct testing locally, we will significantly reduce transportation barriers and increase equitable access to licensing. This effort will strengthen road safety, expand educational opportunity, and ensure that Hispanic residents have culturally responsive, affordable, and practical pathways to earning a driver's license.

Project Evaluation

The project will be evaluated on the following outcomes.

- Offer one 30-hour summer intensive drivers education course and written test delivered in Spanish to 20 youth.
- Offer up to 6 hours of Behind the Wheel driving for 5 youth.
- Offer the Colorado driving test in Spanish to 20 youth who completed all prerequisite requirements.
- Offer 50% scholarships for a 6-hour driving course and Colorado driving test delivered in Spanish to 40 adults.

How was the budget determined for this project?

The budget was determined based on fees associated with the driving school and contractor to provide driving courses, Colorado driving tests and Behind the Wheel driver's instruction to youth and adults in Gunnison County.

List Any Other Funding Sources

- Colorado Department of Transit - \$47,800 (classroom drivers' education in two school sites and summer intensive courses in English, materials, and fees for two instructors)
- City of Gunnison - \$4,000 (Behind the Wheel instructor fees)
- Gunnison Watershed School District - \$10,000 (in kind donation of classroom space, high school credit, and vehicle for Behind the Wheel)

Adult & Youth Divers Education Budget

Adult 6 Hour Class Scholarship	\$65 x 40 adults (50% scholarship)	\$2,600
Adult Drivers Test Scholarship	\$60 x 40 adults (50% scholarship)	\$2,400
Youth 30 Hour Course	\$225 x 20 kids (materials & instructor fees)	\$4,500
Youth Drivers Test	\$25 x 20 kids	\$500
Behind the Wheel	5 kids x 6 hours x \$35/hr.	\$1,050
Staff Time	25 hours x 1 Staff x \$40/hr.	\$1,000
	Travel (Denver to Gunnison - 8hrs x \$55/hr. x 2 staff)	
Driving School Instructor - Travel	including milage	\$880
Driving School Instructor - Per Diem	5 nights x 2 instructors x \$178 (lodging & food)	\$1,760
Total		14690

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Grant Agreement; Colorado Depart

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #: 2026*2507

Summary:

the OeHI grant was approved in November, and now it is ready for docusign for the contract for the funds.

Fiscal Impact: 161,000

Submitted by: Shonna Gray

Submitter's Email Address: sgray@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/13/2026

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 1/14/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/14/2026

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/15/2026

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 1/20/2026

Intergovernmental Grant Agreement

Cover Page

State Agency	Grant Issuance Date
Colorado Department of Health Care Policy & Financing	The later of the date the State Controller or an authorized delegate signs this Grant Letter
Grantee	Grant Expiration Date
Gunnison County	June 30, 2026
Grantee UEI	Fund Expenditure End Date
NSN9FAGKEDJ9	June 30, 2026
GAE Number	Agreement Authority -
2026*2507	For grant agreements that are 100% General Fund as a result of HB24-1466, all references to federal requirements in the grant template are not applicable, except for Exhibit B, Federal Provisions
Grant Amount	
State Fiscal Year 2026	\$161,199.00
Total for all State Fiscal Year	\$161,199.00

Grant Purpose

The purpose of this Agreement is to fund Gunnison County Local Public Health Agency’s implementation of projects that increase care coordination and information sharing across health and social services, deploy a behavioral health resource tailored to local public health agencies, and expand mobile service delivery and cybersecurity capacity. This includes leveraging Contexture health information exchange access and the Community Resource Network platform, utilizing an online behavioral health resource hub, enhancing mobile integrated services and mobile clinic capacity through equipment purchases, and implementing cybersecurity services to protect data and systems. This investment supports the Connected Care for Rural Colorado: An OeHI Innovation Grant Program by improving regional public health capacity, strengthening care coordination, and expanding community access to services.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Federal Provisions.
3. Exhibit C, PII Certification.
4. Exhibit D, HIPAA BAA.

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, HIPAA BAA.
2. Exhibit B, Federal Provisions.
3. Colorado Special Provisions in §17 of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit A, Statement of Work.
6. Exhibit C, PII Certification.

Principal Representatives

For the State:

Michel Jurica
Department of Health Care Policy & Financing
303 E. 17th Avenue, Suite 1100
Denver, CO, 80203

For Grantee:

Laura Puckett Daniels
Gunnison County
200 E. Virginia Ave
Gunnison, CO, 81230

Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO
Jared S. Polis, Governor
Department of Health Care Policy and
Financing
Kim Bimestefer, Executive Director

DocuSigned by:

0B6A84797EA8493...

Date: 01/08/2026 | 15:56 MST

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
Department of Health Care Policy and
Financing
Jerrod Cotosman, Controller

DocuSigned by:

76F69541272B43A...

01/09/2026 | 08:14 MST
Date

Grantee
Gunnison County

Date:

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1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. Term

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit [Insert Exhibit Number].

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum

amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. **Grantee's Termination Under Federal Requirements**

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. **Definitions**

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit B.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice,

Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

- G. “CORA” means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- H. “**Cost Sharing**” means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)
- I. “Grant Award Letter” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- J. “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- K. “Grant Expiration Date” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- L. “Grant Issuance Date” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- M. “Exhibits” exhibits and attachments included with this Grant as shown on the first page of this Grant
- N. “Extension Term” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- O. “Federal Award” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- P. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient. [Insert Federal Awarding Agency’s Full Legal Name and Acronym] is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- Q. “Goods” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

- R. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- S. "Initial Term" means the time period between the Grant Issuance Date and the Grant Expiration Date.
- T. "Party" means the State or Grantee, and "Parties" means both the State and Grantee.
- U. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- V. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.
- W. "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- X. "Recipient" means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- Y. "Services" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- Z. "State Confidential Information" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure

under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- AA. "State Fiscal Rules" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. "State Records" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. "Sub-Award" means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- EE. "Subcontractor" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.
- FF. "Subrecipient" means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award., The term subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- GG. "Tax Information" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- HH. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and

conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- II. “Work” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- JJ. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee’s obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee’s treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State’s review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to

perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI,

(iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps

to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit ___ on an annual basis Contractor’s duty and obligation to certify as set forth in Exhibit ___ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State’s interests and absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further

acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State’s Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of grantee’s uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this

agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.B.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact

amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or

other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a

result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties") for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Grantee's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.
- ii. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office Of Information Technology pursuant to §24-85-103 C.R.S.
- iii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Grant.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation

insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

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

H. Software Piracy Prohibition.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract.

Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

Exhibit A, Statement of Work

EXHIBIT A, STATEMENT OF WORK

1. INTRODUCTION

- 1.1. The Colorado Department of Health Care Policy and Financing (the Department), on behalf of the Office of eHealth Innovation (OeHI), is contracting with Gunnison County Local Public Health Agency (the Grantee) to implement several projects to increase care coordination through the sharing of health information and social needs information between entities, implement a behavioral health resource designed specifically for local public health agencies, and improve community access to services.

2. DESCRIPTION OF THE PROJECT AND WORK

2.1. Project Description.

- 2.1.1. Grantee will implement several projects to increase care coordination through the sharing of health information and social needs information between entities, implement a behavioral health resource designed specifically for local public health agencies, and improve community access to services.

2.2. Outcome

- 2.2.1. Grantee shall ensure that the final outcome of this Grant will be enhanced regional public health capacity, improved care coordination, increased sharing of health and social needs information, and expanded mobile service delivery.

2.3. Artificial Intelligence (AI) Usage Requirements

- 2.3.1. Contractor shall not use AI to make any final determination concerning a Member, Provider, or any other individual without Contractor providing prior human review of the determination to ensure that the determination is correct.
- 2.3.2. Contractor shall not use AI that impacts Members or Providers without obtaining prior written approval from the Department, which the Department may provide or withhold in its sole discretion.
- 2.3.3. Contractor shall not use AI in any activities involving the Department, including but not limited to AI note-taking tools during meetings, without the Department's prior written approval, which the Department may provide or withhold in its sole discretion.
- 2.3.4. If Contractor uses AI to develop any deliverable or assist in the performance of the Work, Contractor shall remain fully responsible for the accuracy, quality, and compliance of all outputs the AI produces. Contractor shall also

ensure that all AI outputs included in any deliverable or posted publicly related to the Work do not infringe on any intellectual property of any other party.

2.4. Work Description

- 2.4.1. These projects are aimed at improving care coordination, service delivery, and cybersecurity. This includes utilizing Contexture health information exchange access and Contexture's Community Resource Network platform, leveraging an online behavioral health resource hub, improving the ability to provide mobile integrated services, and improving the capacity of mobile clinics through the purchase of equipment and implementation of cybersecurity services.

3. MILESTONES AND DELIVERABLES

- 3.1. Grantee shall develop a Project Plan to document the schedule of activities supported by this funding.

- 3.1.1. The Project Plan shall include, but is not limited to:

- 3.1.1.1. Project timeline, including major milestones to be achieved during the project.

- 3.1.1.1.1. Grantee shall include a description of the milestones that capture significant moments in the project timeline and are designed to demonstrate Grantee's reasonable timely progress on the project.

- 3.1.1.2. Planned start dates for each task and activity.

- 3.1.1.3. Planned completion dates for each task and activity.

- 3.1.2. Grantee shall submit the initial Project Plan to the State for review and approval within 15 Business Days after the Effective Date of the Agreement

- 3.1.2.1. DELIVERABLE: Initial Project Plan

- 3.1.2.2. DUE: Within 15 Business Days after the Effective Date of the Agreement.

- 3.1.3. Grantee and the State shall work collaboratively to finalize the initial Project Plan within ten Business Days after submission.

- 3.1.3.1. DELIVERABLE: Finalized Project Plan

- 3.1.3.2. DUE: Within 10 Business Days after submission of initial Project Plan.

3.2. Status Report

- 3.2.1. The Grantee shall submit a Status Report to OeHI in a format provided by OeHI. The report shall include, but not be limited to, the following:

- 3.2.1.1. Description of progress made towards the major milestones identified in the Grantee's Project Plan.

3.2.1.2. Any challenges the Grantee encountered and how the Grantee anticipates overcoming those challenges prior to June 15, 2026.

3.2.1.2.1. DELIVERABLE: Status Report

3.2.1.2.2. DUE: March 31, 2026

3.3. Final Report

3.3.1. Grantee shall submit a Final Report, in a format provided by OeHI, that shall include, but not be limited to, the following:

3.3.1.1. Summary of progress made on project and milestones met.

3.3.1.2. Anticipated next steps to further the project.

3.3.1.3. How this funding helped the Grantee accomplish their goals.

3.3.1.3.1. DELIVERABLE: Final Report

3.3.1.3.2. DUE: No later than June 15, 2026

4. COMPENSATION AND INVOICING

4.1. The Grantee shall provide the deliverables in accordance with the dates stated in the table in Section 4.5.

4.2. The Grantee will begin work upon execution of this grant agreement.

4.3. The Grantee shall invoice the Department within ten Business Days of the acceptance of the deliverable(s).

4.4. The Grantee shall submit all invoices to: OeHI.Invoices@state.co.us.

4.4.1. Each invoice shall contain the following at a minimum:

4.4.1.1. A unique invoice number.

4.4.1.2. The grant number.

4.4.1.3. The date the invoice was issued.

4.4.1.4. An itemized list of approved deliverable(s), deliverable(s) number and corresponding payments due.

4.4.1.5. The total payment due.

4.4.1.6. Remittance information.

4.5. The due date and payment for each deliverable is detailed in the following table:

DELIVERABLES	DATE DUE TO THE DEPARTMENT	AMOUNT OF TOTAL AWARDED FIXED PRICE CONTRACTOR WILL BE PAID UPON ACCEPTANCE OF DELIVERABLE
3.1.2.1 - Initial Project Plan	Within 15 Business Days after the Effective Date of the Agreement.	0% of Grant Award
3.1.3.1 - Finalized Project Plan	Within 10 Business Days after submission of initial Project Plan.	50% of Grant Award
3.2.2 - Status Report	March 31, 2026	25% of Grant Award
3.3.1.4 - Final Report	June 15, 2026	25% of Grant Award
	Total	\$161,199.00
Grant Funds under this Agreement may be utilized for the benefit of Medicaid beneficiaries only and must comply with all applicable Federal Medicaid program requirements, regulations, and guidance.		

Exhibit B, Federal Provisions

1. Applicability of Provisions.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

- 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.2. “Entity” means:

- 2.1.2.1. a non-federal entity;

- 2.1.2.2. a non-profit organization or for profit organization;

- 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.

- 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

- 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.

- 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

- 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.8. “Nonprofit Organization” organization, that:
- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and
 - 2.1.8.4. Is not an IHE.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 2.1.13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

2.1.15. “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. “Unique Entity ID” (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient’s information.

5. Total Compensation.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. The public does not have access to information about the compensation of such 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 § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.1.6. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrc.gov>.

9. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this

section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.
- 10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

11.1. If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients - Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors - Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination

conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Exhibit C-PII Certification

State of Colorado

Third Party Individual Certification for Access TO PII through a Database or Automated Network
Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____

Printed Name: _____

Date: _____

Exhibit C-PII Certification

State of Colorado

Third Party Entity/Organization Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, Laura Puckett Daniels, on behalf of Gunnison County
(legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: Laura Puckett Daniels

Title: County Commissioner

Date: _____

Exhibit D - HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. Purpose

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

2. Definitions

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.

- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. Obligations and Activities of Business Associate

a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.
 - ii. To the extent Business Associate carries out one or more of Covered Entity’s obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
 - iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - a. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - b. the person notifies Business Associate of any Breach involving PHI of which it is aware..
 - iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules

including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

- i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
- ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

- i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - a. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - b. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
- ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
- iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

I. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all

transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

o. Business Associate's Insurance and Notification Costs.

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - a. loss of PHI data;
 - b. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - c. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
 - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
 - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- p. Subcontractors and Breaches.
 - i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
 - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- q. Data Ownership.
 - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
 - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5

below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 1.h above, for a period of six years.

4. Obligations of Covered Entity

- a. **Safeguards During Transmission.** Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. **Notice of Changes.**
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. Termination

- a. **Breach.**
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. **Effect of Termination.**

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. Injunctive Relief

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. Limitation of Liability

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. Certification

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. Amendment

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
 - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - a. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

b. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. Assistance in Litigation or Administrative Proceedings

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. Interpretation and Order of Precedence

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. Survival

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

Appendix to HIPAA Business Associate Agreement

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. Purpose

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. Additional Terms

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

i. Reserved.

d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:

i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:

i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

i. Reserved.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification; Grant Application; Colorado Departme

Action Requested: Other Approval

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a grant for continuation of the work we are doing through CDEC, for the prevention of child abuse and maltreatment.

Fiscal Impact: 162000

Submitted by: Shonna Gray

Submitter's Email Address: sgray@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/16/2026

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 1/16/26

Reveiwed by:

Discharge Date: 1/16/2026

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/16/2026

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 1/20/2026

Statement of Work

Gunnison County Health and Human Services Prevention of Child Abuse and Neglect Project

CDEC PROGRAM CONTRACT

- Aaron Miller

ABBREVIATIONS

- CDEC - Colorado Department of Early Childhood
- SOW - Statement of Work
- DHHS -Department of Health and Human Services

GLOSSARY

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INTRODUCTION/BACKGROUND

- The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide culturally competent advocacy, prevention, protection, and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. In January 2024, our organization completed a Child Maltreatment Prevention plan (now called Thriving Families Framework) in partnership with various family-serving organizations. We have been implementing the workplan that was created during that time, and the Scope of Work outlined below has been created to address further strategies related to parenting education and the expansion of childcare options in our community.

SCOPE OF WORK

- Gunnison County Department of Health and Human Services will lead the work outlined in the included work plan. Our organization worked closely with the community to create the Gunnison County Thriving Families Framework. In this work we plan to continue to engage key community partners regularly in leadership team meetings. Gunnison County DHHS plans to offer various parenting education programs through community-based child abuse prevention funding, as well as work closely with community partners to expand access to affordable child care options with an emphasis on summer child care.

PERIOD OF PERFORMANCE

- Upon Execution - June 30th, 2026

WHERE SERVICES WILL BE PERFORMED

- Gunnison County, Hinsdale County

WORK PLAN

Work Plan
Outcomes, Benchmarks, and Milestones The Gunnison County Health and Human Services Department will regularly convene community partners to address the issues identified in Gunnison County's Thriving Families Framework Increase the number and percentage of children accessing licensed childcare, emphasizing summer childcare. Families with children ages 0-5 will have increased access to quality early learning environments due to an increase in engaged family, friend, and neighbor caregivers and licensed family childcare home providers. The Gunnison County Health and Human Services Department will regularly convene community partners to address the issues identified in Gunnison County's Thriving Families Framework.

Key Activity A1:	Instructions = Hold regular Thriving Families Framework leadership team meetings

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A1-1: Plan and hold at least 4 Thriving Families Framework leadership meetings per year.	Upon Execution - June 30 th , 2026	4 Thriving Families Framework Meetings will be held annually	Meeting notes and attendance records	Clinical Services Manager	Personnel
A1-2: Actively inform and include Early Childhood service providers, parents, community partners, not involved in the leadership team, and activities and functions	Upon execution - June 30 th , 2026	Early childhood service providers, parents, community partners not already involved in leadership team shall be invited and encouraged to attend Thriving Family Framework Meetings	Early childhood service providers, parents, community partners not already involved in leadership team shall attend Thriving Family Framework meetings	Clinical Services Manager Early Childhood Council Coordinator Early Childhood Resource Navigator	Personnel

Key Activity B1:	Instructions = Thriving Families Framework reporting

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-1: Review, update, and approve Thriving Families Framework annually to best respond to local needs and conditions	Upon Execution - June 30 th , 2026	Submit an updated Thriving Families Framework plan annually	Submission of Thriving Families Framework plan	Clinical Services Manager Early Childhood Council Coordinator	Personnel
B1-2: Track and report annually accountability measurements defined in the Thriving Families Framework	Upon Execution - June 30 th , 2026	Data tracking requested measures annually	Data is submitted to CDEC	Clinical Services Manager Early Childhood Council Coordinator	Personnel



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-3: Create an evaluation report based on the Thriving Families Framework plan	Upon Execution - June 30 th , 2026	Submit evaluation report annually	Report is submitted to CDEC	Clinical Services Manager Early Childhood Council Coordinator	Personnel

Work Plan

Outcomes, Benchmarks, and Milestones

Outcome Statement #2: Parents have an increased knowledge of early childhood development and improve positive parenting practices, resulting in improved parent, child, and family health and well-being and an increase in children's school readiness and success.

Key Activity A2: **Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education to additional families**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A2-1: Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education	Upon execution - June 30, 2026	Reach and maintain at least 85% capacity for families served in the PAT program and hold home visiting sessions for families	Tracing of participating families in PAT services	Clinical Services Manager Parents as Teachers Facilitator	Personnel
A2-2: Ensure families enrolled in the PAT program are connected with other community resources and supports	Upon execution - June 30, 2026	Track how many families are linked to other community resources and supports	Total number of families connected to other community resources and supports	Clinical Services Manager Parents as Teachers Facilitator	Personnel

Key Activity B2: **Offer parenting courses that best respond to local needs and conditions to parents of children ages 0-14 in Gunnison and Hinsdale County**



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B2-1: Work with key stakeholders to identify a parenting course that best responds to local needs and conditions and ensure that facilitators are trained to administer the course to fidelity	Upon execution - June 30, 2026	Parenting course is selected and staff is trained to offer course to fidelity.	Course selected and necessary training completed.	Clinical Nurse Manager Early Childhood Council Coordinator	Personnel
B2-2: Create Marketing Materials for selected parenting course.	Upon execution - June 30, 2026	Marketing materials to promote selected parenting course will be created in English and Spanish	Marketing materials will be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Services Manager Early Childhood Council Coordinator	Personnel
B2-3: Two parenting courses will be offered in the community,	Upon execution - June 30, 2026	Two parenting course series will be offered in the community, one in English and one in Spanish	Courses are offered and 8-15 parents will complete each course. Parents will complete course evaluation form at the end.	Clinical Services Manager Parent Education Facilitators	Personnel Contractors/Consultant

Key Activity C2:	Offer 4 parenting education workshops to parents of children ages 0-11 throughout the year

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C2-1: Hold planning meetings to organize community parenting workshops	Upon Execution - June 30, 2026	Topics for each monthly parenting workshop are identified	At least 2 planning meetings are held	Clinical Services Manager Parent Education Facilitators	Personnel
C2-2: Create Marketing Materials and Advertise Parenting Workshops	Upon Execution - June 30, 2026	Marketing materials to promote parenting workshops are created in English and Spanish	Marketing materials will be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Services Manager Early Childhood Council Coordinator Parent Education Facilitators	Personnel
C2-3: Offer 4 Parenting Workshops throughout the school year	Upon Execution - June 30, 2026	In collaboration with community partners, at least 4 parenting workshops are offered throughout the year	Marketing/workshop materials Attendance records Parent feedback and evaluation	Clinical Services Manager Early Childhood Council Coordinator Parent Educaiton Facilitators	Personnel
C2-4: Host 2 community connection events to bring families enrolled in PAT together	Upon execution - June 30, 2026	Track community connections that are hosted to bring families together	Keeping track of events held that support community connectedness hosted by Parents as Teachers	Clinical Services Manager Parents as Teachers Facilitator	Personnel

Work Plan

Outcomes, Benchmarks, and Milestones

Outcome Statement #3:

Increase the number and percentage of children accessing licensed childcare, emphasizing summer childcare.

Key Activity A3:

Collaborate with community partners to explore opportunities to increase the availability of summer childcare.

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A3-1: Organize summer childcare planning meeting with community partners.	Upon Execution - June 30 th , 2026	Organize summer child care planning meetings with community partners that are currently offering and/or interested in offering summer child care. Strengthen working partnerships with community partners to develop a more cohesive model of summer care that provides better support to families with young children.	At least 2 summer child care planning meetings are held on an annual basis. Planning meeting participation is tracked	Early Childhood Council Coordinator Early Childhood Resource Navigator	Personnel

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A3-2: Develop a community calendar for Summer Child Care options	Upon Execution - June 30 th , 2026	A community calendar is created in partnership with community partners that offer summer child care to help parents better understand what Summer child care options are available in the community. Create a simple application for families to complete to apply for tuition support.	Community calendar is created and distributed to families.	Early Childhood Resource Navigator	Personnel
A3-3: Provide tuition support to community partners offering summer child care.	Upon Execution - June 30 th , 2026	Develop a plan for how tuition support funding can be utilized by summer child care programs to ensure equitable prioritization of funding. Create a simple application for families to complete to apply for tuition support.	Summer Child Care tuition support application is created	Early Childhood Council Coordinator Community Partners offering Summer Childcare	Personnel

SCHEDULE/MILESTONES

- Gunnison County DHHS will hold 2 Thriving Families Framework Leadership Team meetings by June 30, 2026
- Gunnison County DHHS will serve at least 15 families in the Parents as Teachers program on an annual basis.
- Gunnison County DHSS will offer at least 2 Parenting Courses by June 30, 2026.
- Gunnison County DHHS will offer monthly parenting education workshops throughout the school year alongside community partners.

- Gunnison County DHHS will support summer childcare programming by offering scholarships and respite care for low income families seeking childcare and summer care support.
-

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the CDEC, (specific program). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; Gunnison Valley Land Preservation

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Crested Butte Land Trust

Term Begins: 1/20/26

Term Ends:

Grant Contract #: NA

Summary:

A grant agreement in support of purchasing the Kapushion-Spehar Wetland parcel.

Fiscal Impact: 350000

Submitted by: Mike Pelletier

Submitter's Email Address: mpelletier@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman

Discharge Date: 1/8/2026

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 1/7/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/7/2026

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/16/2026



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 10

Agenda Date: 1/20/2026

To: Board of County Commissioners
From: Mike Pelletier, GIS Manager
Date: January 20, 2026
RE: Fee Simple Land Purchase Grant Agreement

The Crested Butte Land Trust is seeking BoCC approval for a grant agreement. This is for \$350,000 in support of acquiring the 90-acre Kapushion-Spehar Wetland parcel, located just north of the Town of Crested Butte and south of County Road 734 . 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. It contains maps and photos of the project at the end of the document.

Project Summary

The Crested Butte Land Trust is seeking financial support to acquire the 90-acre Kapushion-Spehar Wetland parcel and is currently under contract to close on February 3, 2026. This parcel is located just north of the Town of Crested Butte and south of County Road 734 (Slate River Road). This is a once in a lifetime opportunity to protect the last large parcel of the Slate River Wetlands near the Town of Crested Butte. Following the acquisition, for \$3,800,000, this land will be conserved alongside CBLT's adjacent 55-acre Confluence parcel for a total of 145 acres (see attached map). The entire 145-acre easement will be donated to Colorado Open Lands to become the Slate River Wetland Preserve.

The Kapushion-Spehar wetlands parcel is characteristic of the highly productive Slate River wetlands rich with water resources and wildlife habitat. Additionally, the George Kapushion ditch has an absolute decree for 9.0 cubic feet per second (CFS) of water with an appropriation date of May 1, 1900 for irrigation and stockwatering. This senior water right will transfer from the acquisition to the conservation easement, protecting this right in perpetuity.

The parcel's irrigated pasture has been in agricultural production for generations and has been grazed by the same producer for three decades. Colorado Natural Heritage Program (CNHP) has mapped this parcel and the surrounding drainage as a Potential Conservation Area (PCA) B3: High Biodiversity Significance. The National Wetlands Inventory maps this parcel as 99 of 145 acres as wetlands, while The Nature Conservancy Resiliency Mapping Tool highlights the resilience and landscape diversity this parcel contains.

The acquisition of the Kapushion-Spehar wetlands is ultimately needed to combine with CBLT's Confluence parcel to conserve one of the last, largest parcels on the Slate River

wetlands and floodplain. The Kapushion-Spehar Wetland parcel boasts incomparable conservation values. Colorado Parks and Wildlife species map corresponds with the wildlife seen on site regularly including elk, moose, bear, heron and raptors. The parcel is characterized by freshwater emergent and forested shrub wetlands (99 acres) providing crucial cover during summer and plenty of forage for the wide range of species that move up and down this drainage.

With growing development pressure and the high cost of real estate in the Gunnison Valley, the Crested Butte Land Trust has a once-in-a-lifetime opportunity to acquire this important parcel by February 2026. The time window to acquire the parcel is short, and there will not be another chance to protect this landscape if the current deal fails to close.

This is an investment in historic and sustainable grazing practices, the connective floodplain that supports an abundant, sensitive wildlife corridor and scenic views of the iconic “Paradise Divide”. CBLT can bring significant financial resources to this project, but every dollar is hard earned. Gunnison County’s Land Preservation fund is an essential component to getting this project completed and conserved. The total financial needs are based on a restricted appraisal completed by Kevin Chandler dated August 2025.

The primary goal of the project is to protect the Slate River Wetlands in perpetuity once the conservation easement is completed. It is the desire of the Crested Butte Land Trust to permanently protect the multiple conservation values present on the property.

Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: Kapushion Spehar Wetland Acquisition and Conservation Easement Project

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

Grantee: Crested Butte Land Trust

Address: PO Box 2444 401 3rd Street Crested Butte, CO

Contact name: Rachel Sabbato, Jake Jones

Date: December 5, 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 January ____, 2026, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and the Crested Butte Land Trust, ("Land Trust"), (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 Agreement to be executed by the Board and the project proponent.

C. The Crested Butte Land Trust ("Grantee") has applied to the GVLPB for funding of a project known as Kapushion Spehar Wetland Acquisition and Conservation Easement Project ("Project") more particularly described in the Project Application as submitted to and on file with Grantee, Exhibit B ("Project Summary") and Exhibit C ("Budget") 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 \$350,000.00 (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 GVLPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB 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 GVLPB 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 GVLPB 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 GVLPB in conducting such due diligence review, and in connection therewith shall provide GVLPB with the information or documentation specified in the Project Application, as well as such other documentation and/or information as GVLPB or 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 GVLPB or 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 GVLPB or 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 Gunnison 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 GVLPB 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



1/16/2026

Crested Butte Land Trust
Jake Jones, 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, _____ percent of the Proportionate Share and (b) to Gunnison County _____ 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 - Project Summary

The Crested Butte Land Trust is seeking financial support to acquire the 90-acre Kapushion-Spehar Wetland parcel and is currently under contract to close on February 3, 2026. This parcel is located just north of the Town of Crested Butte and south of County Road 734 (Slate River Road). This is a once in a lifetime opportunity to protect the last large parcel of the Slate River Wetlands near the Town of Crested Butte. Following the acquisition, for \$3,800,000, this land will be conserved alongside CBLT's adjacent 55-acre Confluence parcel for a total of 145 acres (see attached map). The entire 145-acre easement will be donated to Colorado Open Lands to become the Slate River Wetland Preserve. The Kapushion-Spehar wetlands parcel is characteristic of the highly productive Slate River wetlands rich with water resources and wildlife habitat. Additionally, the George Kapushion ditch has an absolute decree for 9.0 cubic feet per second (CFS) of water with an appropriation date of May 1, 1900 for irrigation and stockwatering. This senior water right will transfer from the acquisition to the conservation easement, protecting this right in perpetuity. The parcel's irrigated pasture has been in agricultural production for generations and has been grazed by the same producer for three decades. Colorado Natural Heritage Program (CNHP) has mapped this parcel and the surrounding drainage as a Potential Conservation Area (PCA) B3: High Biodiversity Significance. The National Wetlands Inventory maps this parcel as 99 of 145 acres as wetlands, while The Nature Conservancy Resiliency Mapping Tool highlights the resilience and landscape diversity this parcel contains.

The acquisition of the Kapushion-Spehar wetlands is ultimately needed to combine with CBLT's Confluence parcel to conserve one of the last, largest parcels on the Slate River wetlands and floodplain. The Kapushion-Spehar Wetland parcel boasts incomparable conservation values. Colorado Parks and Wildlife species map corresponds with the wildlife seen on site regularly including elk, moose, bear, heron and raptors. The parcel is characterized by freshwater emergent and forested shrub wetlands (99 acres) providing crucial cover during summer and plenty of forage for the wide range of species that move up and down this drainage. With growing development pressure and the high cost of real estate in the Gunnison Valley, the Crested Butte Land Trust has a once-in-a-lifetime opportunity to acquire this important parcel by February 2026. The time window to acquire the parcel is short, and there will not be another chance to protect this landscape if the current deal fails to close. This is an investment in historic and sustainable grazing practices, the connective floodplain that supports an abundant, sensitive wildlife corridor and scenic views of the iconic "Paradise Divide". CBLT can bring significant financial resources to this project, but every dollar is hard earned. Gunnison County's Land Preservation fund is an essential component to getting this project completed and conserved. The total financial needs are based on a restricted appraisal completed by Kevin Chandler dated August 2025.

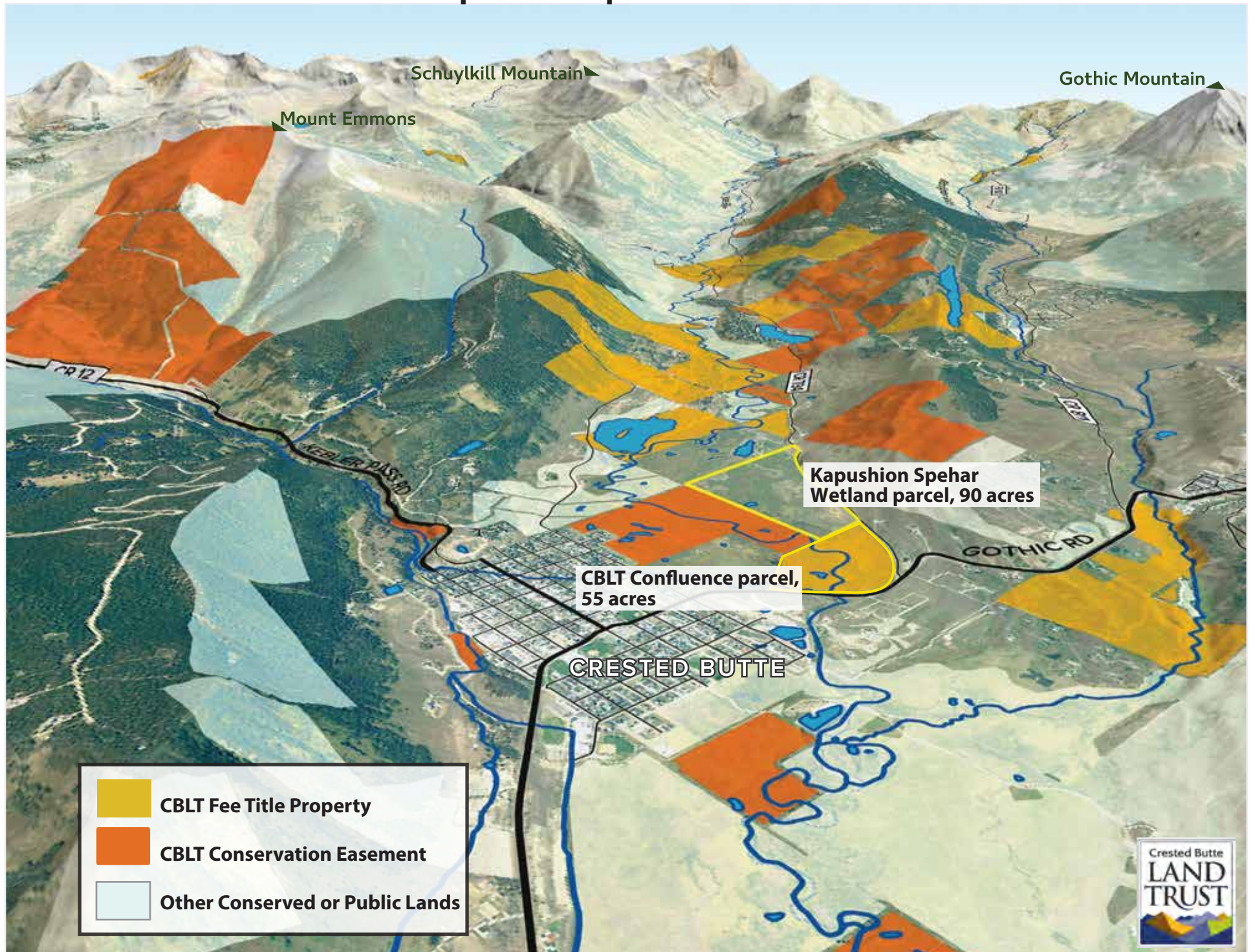
The primary goal of the project is to protect the Slate River Wetlands in perpetuity once the conservation easement is completed. It is the desire of the Crested Butte Land Trust to permanently protect the multiple conservation values present on the property.

Exhibit C - Budget

KAPUSHION SPEHAR WETLANDS ACQUISITION BUDGET
CRESTED BUTTE LAND TRUST

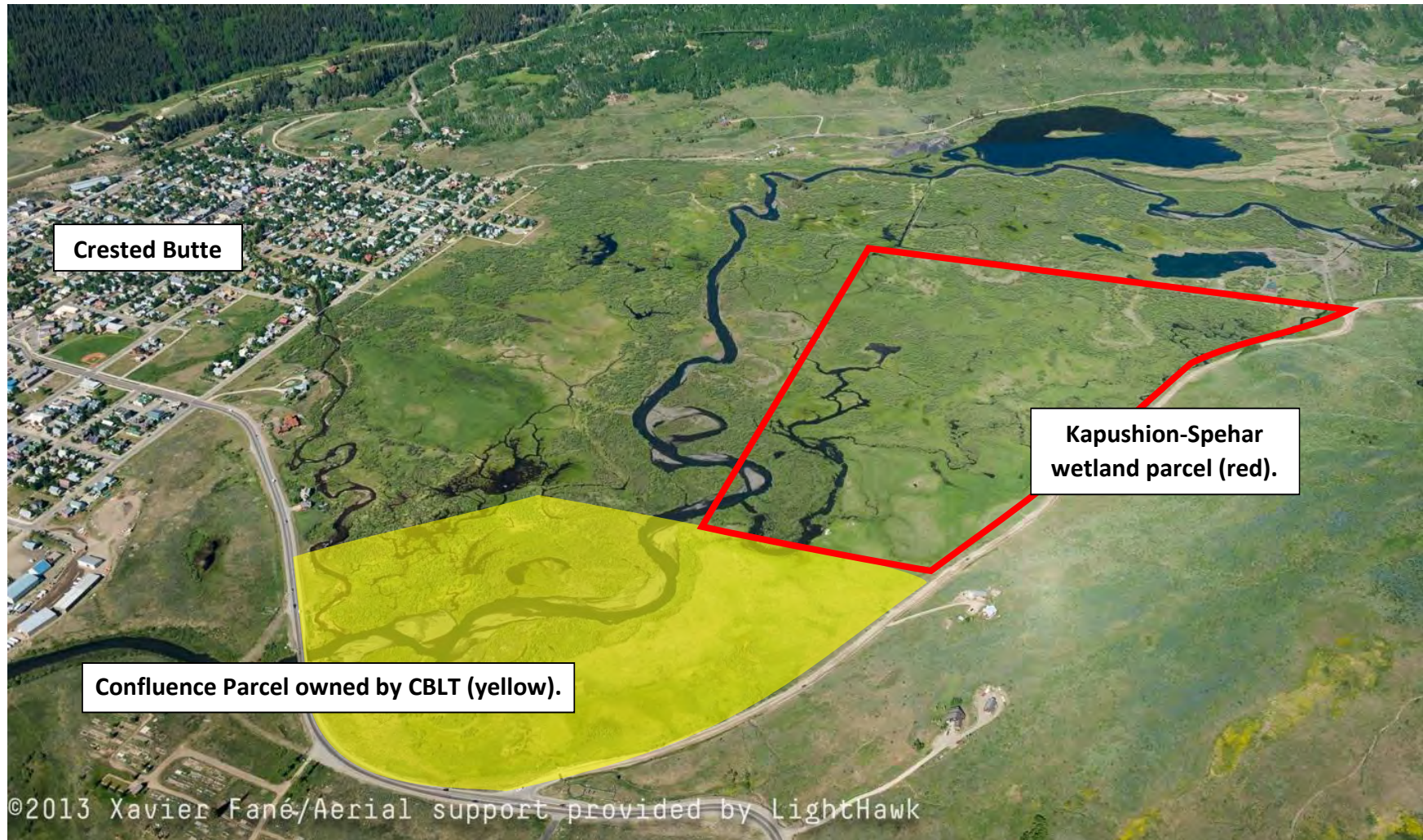
PROJECT BUDGET	CB LAND TRUST	TOWN OF CB	1% FOR OPEN SPACE	GVLPF	KEEP IT COLORADO	GATES FAMILY FOUNDATION	OTHER FINANCING	TOTAL
TRANSACTION COSTS								
Qualified Appraisal	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 15,000.00		\$ -	\$ 20,000.00
Baseline Documentation	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00		\$ -	\$ 8,000.00
Title and Closing Costs	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00		\$ -	\$ 6,000.00
Environmental Assessment	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00		\$ -	\$ 8,000.00
Tax Credit App	\$ -	\$ -	\$ -	\$ -	\$ 10,500.00		\$ -	\$ 10,500.00
Legal Fees	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 5,000.00		\$ -	\$ 20,000.00
Water Diligence	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00		\$ -	\$ 2,500.00
Stewardship Endowment	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 15,000.00		\$ -	\$ 20,000.00
CBLT Overhead (In-Kind)	\$ 20,000.00							
COL Project Fee	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 5,000.00
	\$ 57,000.00	\$ -	\$ -	\$ -	\$ 63,000.00			\$ 100,000.00
FEE ACQUISITION								
90 Acres	\$ 2,100,000.00	\$ 1,000,000.00	\$ 100,000.00	\$ 350,000.00	\$ -	\$ 100,000.00	\$ 150,000.00	\$ 3,800,000.00
TOTAL PROJECT COST	\$ 2,157,000.00	\$ 1,000,000.00	\$ 100,000.00	\$ 350,000.00	\$ 63,000.00	\$ 100,000.00	\$ 150,000.00	\$ 3,900,000.00
PERCENT OF TOTAL	55%	26%	3%	9%	2%	3%	4%	
STATUS	PENDING	CONFIRMED	PENDING	PENDING	PENDING	PENDING	PENDING	

Conserved Properties Map of Crested Butte Land Trust

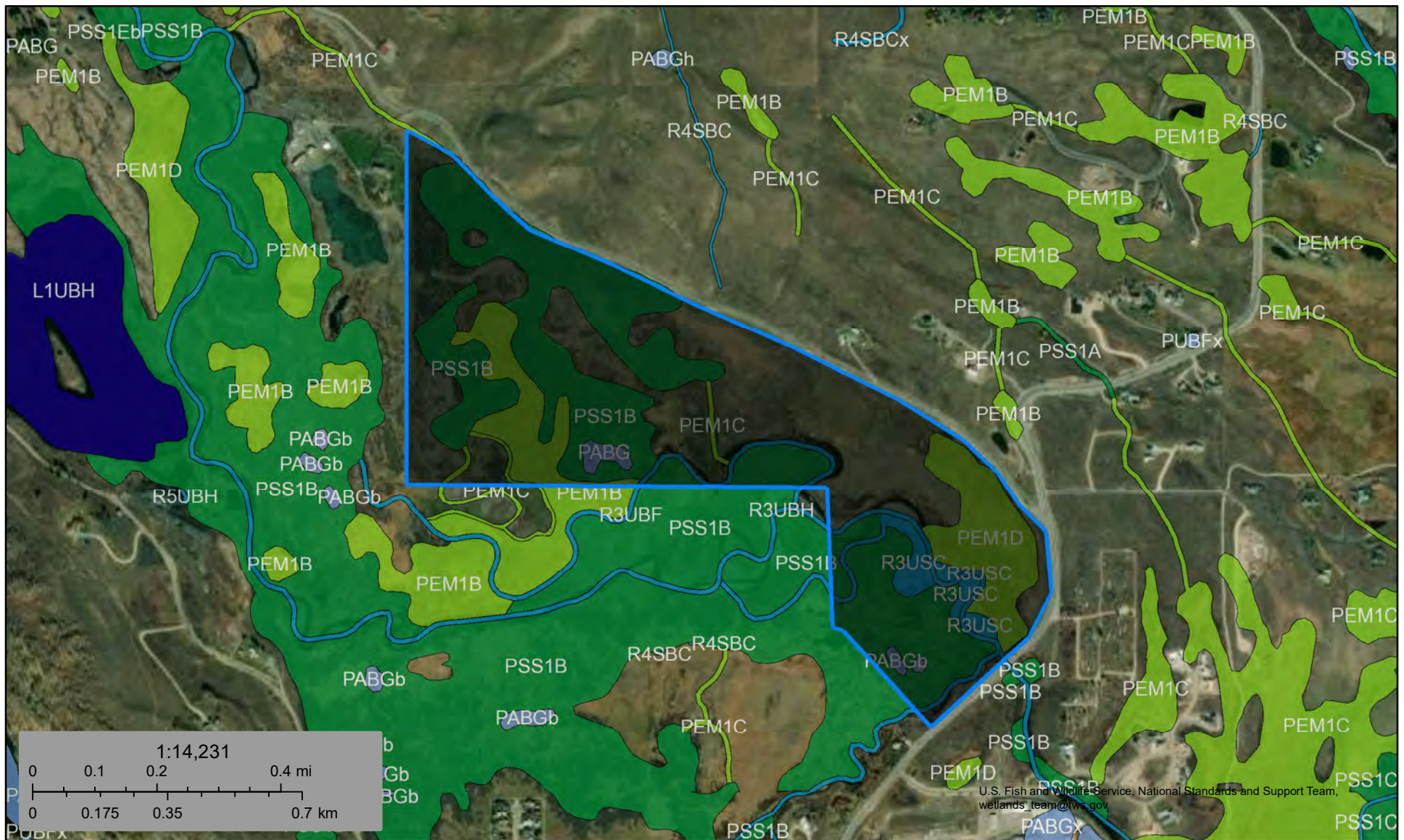


Aerial Map

The proposed acquisition of the Kapushion-Spehar wetland parcel is outlined below in red. Following the acquisition of the Kapushion-Spehar wetland parcel, it will be conserved alongside CBLT's adjacent 55-acre Confluence parcel for a total of 145 acres with Colorado Open Lands holding the conservation easement and CBLT owning both parcels in fee.



The blue outline is the Kapushion Spehar & Confluence Wetlands parcels, with 99 acres out of 145 mapped as wetlands.



August 29, 2025

Wetlands

	Estuarine and Marine Deepwater		Freshwater Emergent Wetland		Lake
	Estuarine and Marine Wetland		Freshwater Forested/Shrub Wetland		Other
			Freshwater Pond		Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



Looking south down onto the Kapushion Spehar Wetland Project, photo by Xavier Fane.



View of Town of Crested Butte and proximity to Kapushion Spehar Wetland Project along the Slate River, photo by Xavier Fane.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of County Commissioners Meeting 1/6/26-Decis

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is the draft decision document for the Board to consider and accept in relation to the waiver requests for AP-24-00154.

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/14/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/14/2026

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/15/2026

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 1/20/2026



January 20, 2026

Board of County Commissioners Meeting 1/6/26-Decision Document for AP-24-00154 Waiver of Standards Request

On December 16, 2025, Hunter Family Real Estate and Rewk Patten presented a request to the Board of County Commissioners (Board) for two waivers of the Gunnison County Standards and Specifications for New Construction of Roads and Bridges (Standards) for parcel number 325727300027, which is addressed as 180 Upper Allen Road. The waiver requests were in conjunction with an Access Permit to vacant land. The Board conducted a public hearing on December 16 and received both oral and written comments and presentations from staff, the applicant and members of the public. On January 6, 2026, the Board deliberated and came to a decision on the requested waivers. As explained below, the Board has decided to deny both applications for waivers of the applicable Standards.

Section 1.9 of the Standards details the public hearing process for the Board to hear and make a decision regarding a waiver request.

1.9 Waiver

A. No waiver of these Standards and Specifications shall be valid unless approved by the Board in writing 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 the limited authority to waive these Standards and Specifications only for a driveway or for an insignificant extension of an existing road; the Director may refer such waivers to the Board. The Board, or if applicable the Director of Public Works, may place special conditions on the approval of a waiver. Such conditions may relate to the following:

- 1. Seasonal use;*
- 2. Number of structures;*
- 3. Size of structures;*
- 4. Type of use;*
- 5. Existence of public utilities; and*
- 6. No increased risk to emergency services personnel, without limitation.*

C. A waiver shall be project specific and shall not establish a precedent for any other proposed waiver.

D. No waiver shall be granted unless and until all fees and costs set forth on Exhibit A have been paid to Gunnison County.

E. A request for a waiver must be made in writing and identify the following:

- 1. The name, address and telephone number of the applicant;*
- 2. Identification of the subject property and road;*
- 3. A specific description of the requested waiver (including relevant, proposed 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 equivalent of these Standards and Specifications.*
- 6. Any other information required by the Board or Director of Public Works (e.g. survey).*

F. No public hearing is required for a determination of a waiver by the Director of Public Works.

G. Within fourteen days of receipt by the Board of a complete petition for waiver, to be determined by the Board, the Board shall set a date, time and place for a public hearing on that petition. The Public Works Department shall publish, at a minimum, notice of such hearing once a week, for the two consecutive weeks immediately before the hearing. The applicant for the waiver must notify all property owners adjacent to the road, no later than fourteen days before the hearing, 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 hearing; the applicant must provide proof of such notification to the Director of Public Works at least seven days prior to the public hearing.

Public Work confirmed that the waiver requests met the requirements listed in Section 1.9.E. The Public Works Director elected to bring the waiver requests to the Board as described in Section 1.9.B. The public hearing requirements listed in Section 1.9.G were satisfied.

Section 1.9.H lists the criteria for granting a waiver.

H. No waiver shall be granted unless the Board, or if applicable the Director of Public Works, determines in writing the applicant has established by clear and convincing evidence that:

- 1. The waiver is warranted by site specific conditions which create an unusual aspect or feature not shared by property in general; and*
- 2. The waiver will not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic; and*
- 3. The waiver will not adversely affect health or safety; and*
- 4. The waiver will not cause substantial injury to the owner or occupant of adjacent land(s); and*
- 5. The waiver will not cause substantial injury to the environment; and*
- 6. The proposal will provide the functional equivalent of these Standards and Specifications.*

Section 4.5.3 of the Standards requires that for more than one access approach to an individual parcel or to contiguous parcels under the same ownership to be allowed, the applicant must demonstrate that additional access approaches would not be detrimental to the safety and operation of the road and are necessary for the safe and efficient use of the property. If this requirement is not satisfied, then a Waiver of Standards would be required.

During its deliberations, the Board acknowledged that the property had unique characteristics and site specific challenges that constitute a cognizable reason to request a second access, but overall the consensus was that an adequate demonstration was not provided to show that access to the parcel in question could not be achieved using the existing access location rather than adding a second access location. After reviewing the information submitted by the application and hearing the applicant's oral presentation during the public hearing, as well as considering input from staff, written and oral comments from members of the public and other government agencies, and additional public written comment and written submissions from the applicant allowed for a period of time after the hearing, the Board determined that the applicant did not demonstrate that the additional access would both be not detrimental to the safety and operation of the road (Upper and Lower Allen Roads) and necessary for the safe and efficient use of the property. Therefore, the Board determined that a Waiver of Standards is required to allow the additional access requested by the applicant.

In regard to the waiver request for Section 4.5.3 of the Standards for more than one access approach to an individual parcel or to contiguous parcels under the same ownership, the Board, after reviewing the information submitted by the applicant and hearing the applicant's oral presentation, as well as considering input from staff, written and oral comments from members of the public and other government agencies during the public hearing, and additional public written comment and written submissions from the applicant allowed for a period of time after the hearing, determined that the applicant did not establish by clear and convincing evidence that a waiver should be granted. Section 1.9.H requires that items 1 through 6 all must be satisfied by clear and convincing evidence, and the Board finds that the applicant did not meet its burden to meet this requirement. During deliberations, the Board specifically identified that the applicant did not meet its burden with regard to Section 1.9.H.4 (*The waiver will not cause substantial injury to the owner or occupant of adjacent lands*). In addition, the Board also found that the applicant failed to meet its burden with regard to 1.9.H.3 (*The waiver will not adversely affect health or safety*) and 1.9.H.5 (*The waiver will not cause substantial injury to the environment*). Evidence and comments cited for the concerns were increased and changed traffic patterns, a recommendation from the Upper Gunnison River Water Conservancy District to not add additional infrastructure to the Lower Cement Creek drainage, and that the Upper Gunnison - Watershed Wildfire Hazard Assessment (2023) identified the Cement Creek drainage as the "Highest Risk" for debris flows post wildfire so the addition of a bridge increases the potential safety implications and property damage for adjacent property owners.

Regarding the waiver request for Section 4.5 of the Standards for an angle of approach less than 60 degrees, the Board determined that this waiver request was moot because of its denial of the waiver request for the second access. The Board therefore denied the application for a waiver of the angle of

approach standard as moot. The Board, at the request of the applicant's counsel, did deliberate whether it would be appropriate to make a decision on this waiver independently of the decision on the second access waiver. Notwithstanding its denial of the angle of approach waiver on mootness grounds, the Board stated on the record that it did consider the application for the angle of approach waiver. It nonetheless declined to provide a decision on the merits of the angle of approach waiver request because of its mootness determination.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Street Vacation Request for a port

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a request for a street vacation in the Irwin Townsite.

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/14/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/14/2026

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/15/2026

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 20

Agenda Date: 1/20/2026



Public Works

Martin Schmidt, Assistant County Manager for Public Works

Phone: (970) 641-0044

mschmidt@gunnisoncounty.org

1/13/2026

Street Vacation Request-11th Street, Irwin

Lee and Matthew Berglund have applied for a Street Vacation for a portion of 11th Street in the Townsite of Irwin, Colorado. The requested Street Vacation is for a platted street that has not been built, and the applicants own the adjacent parcel (parcel # 317934005005) addressed as 605 G Ave. The other portion of 11th Street adjacent to this request was previously vacated in 2021. Community Development and Public Works have been working together to complete the applications for the Street Vacation request and Land Use Change (LUC-25-00037).

The applicant has provided verification that notice of the public hearing has been sent to the adjacent property owners as required and the notice of the public hearing has been published in the newspaper. Public Works has notified the Utility companies and other County Departments of the request. We received comments on the application and have included them with this packet.

The application was initially submitted 10/18/2025, so any reference to the Road and Bridge Standards is to the June 9, 2020, version. Section 2.9.2 of the Standards establishes the standards and process for the Board to act on a request to vacate a county road or public road under county jurisdiction. The Standards list the following criteria for granting a Street Vacation:

On occasion, vacation of all or a portion of a county road or public road under county jurisdiction may be warranted due to specific circumstances or changes in traffic or development patterns. In those limited circumstances, the Board has discretion, but no obligation, to vacate all or a portion of a county road or public road under county jurisdiction. No such road shall be vacated so as to leave any parcel adjoining such road without an established public road connecting said parcel with another established public road.

The applicant has provided an application that demonstrates that if the Street Vacation is granted, that access will not be limited for other parcels in the area.

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. and these Standards and Specifications.

C.R.S. 43-2-301 outlines the different scenarios for vacating a road and who needs to approve the vacation. This application addresses the requirements for the Board to consider a vacation by resolution.

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 shall consider the following criteria:

1. Requirements of C.R.S. 43-2-301 et. seq.;
2. Consistency with any comprehensive plan adopted by Gunnison County;
3. Vacation shall not restrict access to any parcel so that access is unreasonably difficult or costly;
4. Not disruptive to existing travel modes;
5. Changed conditions in traffic or development patterns;
6. Anticipated conditions in traffic or development patterns;
7. No adverse impact to natural environment;
8. Community needs;
9. Public health, safety and welfare;
10. No conflict with other established County roads or public roads under County jurisdiction;
11. No increased risk to emergency services personnel;
12. Benefits outweigh detriments;
13. Public benefits; and
14. Effect on maintenance of structures deemed necessary by the County.

The applicant has addressed items 1-14 (included with the packet) and provided additional justification for granting the Street Vacation; staff has nothing to add or refute in the applicants' documents. In particular, the applicant wishes to highlight that the other half of 11th Street has already been vacated and that granting of this vacation would allow for better setbacks for a new leachfield.

Based on the information available, Public Works is satisfied that the applicant has submitted a complete application and that the proposed Street Vacation will not limit current or future access to the parcels in this area. Based on the previously granted Street Vacation, the remaining unvacated portion of 11th Street (30 feet wide) does not present as a likely location for future road development.



From: [amanda.sciortino](#)
To: [Chris Hill](#)
Subject: 11st vacate
Date: Thursday, January 15, 2026 2:08:18 PM

[EXTERNAL SENDER - USE CAUTION]

We received the public notice for the Berglund's 11street vacation request and we are in favor.

Thank you
Amanda and Trea Sciortino

Debbi Ferchau

From: Julia Adams <julia.adams@westernalum.org>
Sent: Monday, December 29, 2025 10:08 PM
To: Public Works
Cc: lee.b.eakin@gmail.com
Subject: publicworks@gunnisoncounty.org

[EXTERNAL SENDER - USE CAUTION]

Dear Gunnison County Public Works or To Whom it May Concern,
I am writing regarding the Vacation of a portion of 11th St in the townsite of Irwin to Matt & Lee Berglund. We are the adjacent property owners to the east of the Berglunds, at 660 G. Ave, Irwin. We have received the certified letter notifying us of their request, and we are in support of this vacation being granted.

Thank you for your consideration,
Julia Adams & the Adams Family

27 Rathnelly Ave.
Toronto, ON M4V 2M4

28 December 2025

Chris Hill
Gunnison County Public Works
195 Basin Park Drive
Gunnison, CO 81230

Dear Mr. Hill:

Our neighbors, Lee and Matthew Berglund, are requesting a road vacation in the Town of Irwin. Specifically, the request is to vacate:

All that portion of the North Half of 11th Street adjacent to Lots 10-14, Block 30, Townsite of Irwin, County of Gunnison, State of Colorado.

The road to be vacated abuts our property that includes the vacated South Half of 11th Street. We support the Berglunds' request with no reservations.

Sincerely,



James D. Thomson



Barbara A. Thomson

Street Vacation Comment Form

To: Aidan McComas, Community Development

From: Gunnison County Public Works Department

Date: January 5, 2026

Subject: Request for a Street and Alley Vacation in Irwin, CO - Berglund

Schedule: Public Works Department has scheduled with the Board of County Commissioners a public hearing: Tuesday January 20, 2026 at 9:00 a.m.
Staff comments due January 12, 2026

1. What is the land use/road use history and pattern that will be affected by the proposed vacation? How?
 - a. G Avenue is a platted but unconstructed public right-of-way and has not been used for public access or travel. The surrounding area is served by existing roads and private driveways. Vacating the right-of-way will create will not alter existing land use or access patterns. The vacation will create congruent parcels without a public right-of-way in between.
2. Is this parcel in the LUR, building, or ISDS permitting process at this time?
 - a. Yes, a Lot Cluster as LUC-25-00037.
3. Has any LUR, building, or ISDS decision been made which affects, or will be affected by, this request?
 - a. LUC-25-00037 is scheduled after this request on January 20, 2026.
4. Should this be an LUC/
 - a. There is an associated Lot Cluster, LUC-25-00037.
5. What public benefit or detriment will the proposed street vacation cause?
 - a. The proposed street vacation will benefit the public by protecting water quality and the watershed by allowing the applicant to repair their leech pad and septic system. The proposed street vacation will not result in a public detriment as the right-of-way has never been constructed nor used for public travel.

6. Upon what should the proposed street vacation be conditioned? (e.g., lot cluster; retained easement)
 - a. n/a

7. Is there a legal reason the County should not or cannot grant the request?
 - a. The proposed right-of-way vacation will comply with Section 12-103: G. Standards of Access to Properties upon approval of Land Use Case LUC-25-00037, which is scheduled for the Board of County Commissioners after the requested road vacation. That application includes a Lot Cluster which will ensure continuous legal access through Lots 5 through 14, inclusive, and will proper space for septic system improvements.

8. Who else should be consulted before this matter goes to the Board of County Commissioners?
 - a. n/a

9. What other data is required before this matter goes to the Board of County Commissioners?
 - a. n/a

10. Are there any address concerns with this request?
 - a. n/a

Other:

Please Initial:



A.M.

Debbi Ferchau

From: James Law <jlaw@crestedbutte-co.gov>
Sent: Monday, January 5, 2026 9:32 AM
To: Debbi Ferchau
Subject: RE: Street Vacation Request - Utility Comment

[EXTERNAL SENDER - USE CAUTION]

Debbi,
No objection from the Town Of Crested Butte,
Thanks
James

From: Debbi Ferchau <DFerchau@gunnisoncounty.org>
Sent: Monday, January 5, 2026 7:55 AM
To: David Jelinek <djelinek@crestedbutte-co.gov>; James Law <jlaw@crestedbutte-co.gov>
Cc: Chris Hill <CHill@gunnisoncounty.org>; Matthew Saulpaugh <MSaulpaugh@gunnisoncounty.org>
Subject: Street Vacation Request - Utility Comment

Some people who received this message don't often get email from dferchau@gunnisoncounty.org. [Learn why this is important](#)

David and James,

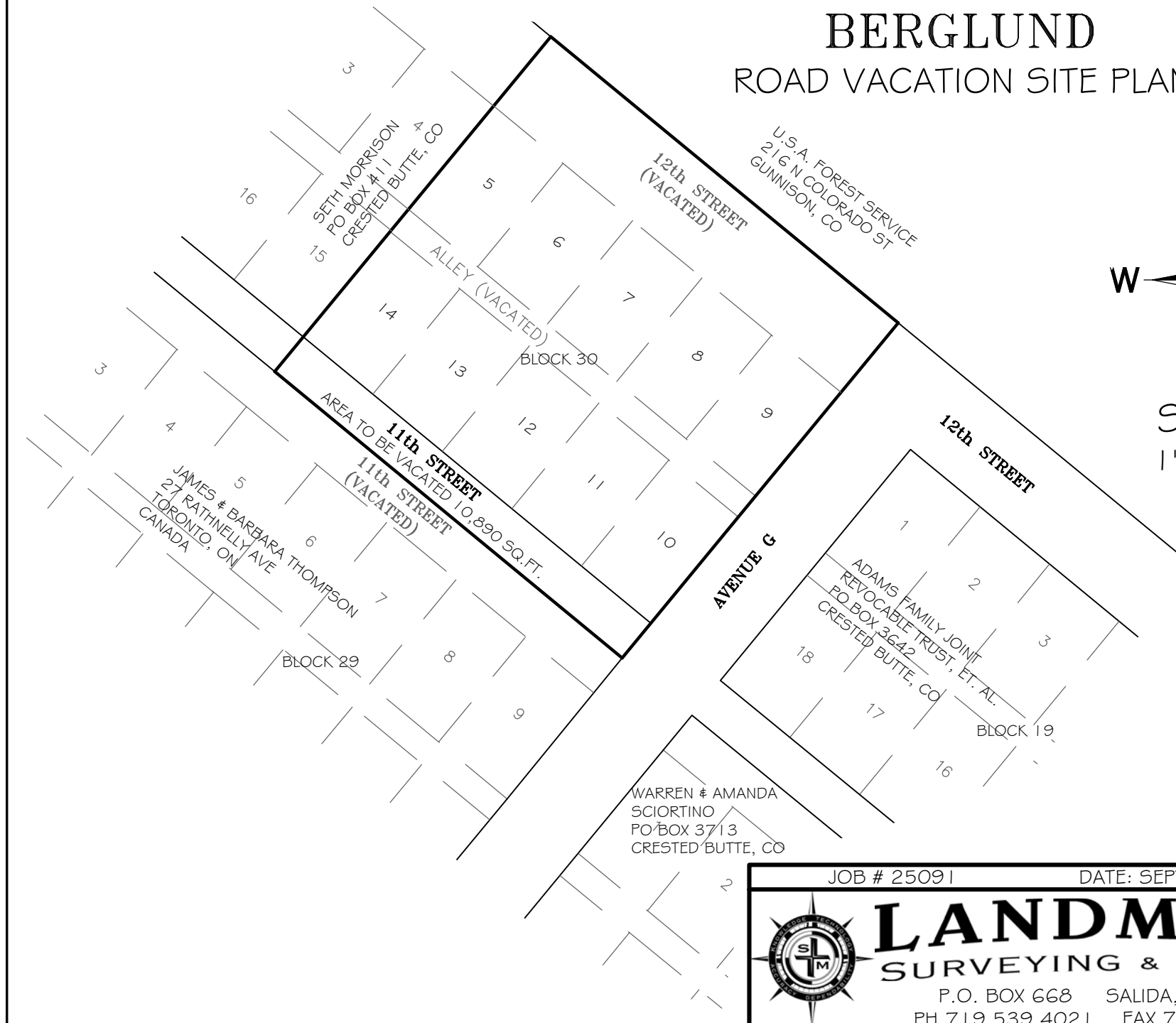
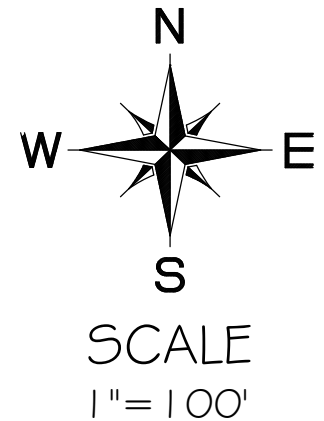
Attached please find a memo, public hearing notice and map regarding a street vacation request in Irwin, Colorado. If you have concerns or comments, please email our office at publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal.

Thank you,
Debbi Ferchau

From: noreply-PW_PW@gunnisoncounty.org <noreply-PW_PW@gunnisoncounty.org>
Sent: Monday, January 5, 2026 7:19 AM
To: Debbi Ferchau <DFerchau@gunnisoncounty.org>
Subject: Scanned Document Attached

BERGLUND

ROAD VACATION SITE PLAN



JOB # 25091

DATE: SEPTEMBER 30, 20



LANDMAR
SURVEYING & MAPPING

P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

2. Applicant's name, address and phone number;

Lee Beatty Berglund and Matthew Austin Berglund
PO Box 4321 Crested Butte, CO 81224
615-403-8437 (Lee) 970-209-7696 (Matt)

3. Name, address, phone number and email address of the person or firm authorized to represent the applicant;

Lee Beatty Berglund and Matthew Austin Berglund
PO Box 4321 Crested Butte, CO 81224
615-403-8437 (Lee) 970-209-7696 (Matt)
lee.b.eakin@gmail.com
matthewberglund@mac.com

4. Narrative signed by the applicant that explains the need for the vacation request and addresses the criteria that will be considered by the Board as described in Section 2.9.2(A);

We are requesting to vacate the half of 11th street that wasn't already vacated. James and Barbara Thompson vacated their half of 11th street a few years ago (document included in Drive docs). We are in the process of drafting the engineering for a new septic leach field and this additional space will help those designs become a reality. It will give us more room for setbacks and a proper space for the leach field. Also, this street has already been partially vacated so it is an unusable area for anything else and we would like to have it formally added to our property description please.

1. Requirements of C.R.S. 43-2-301 et. seq.;

2. Consistency with any comprehensive plan adopted by Gunnison County;

I'm not aware of this answer. I do know a lot of the old Irwin townsite streets and alleys have been vacated over the years when it makes sense.

3. Vacation shall not restrict access to any parcel so that access is unreasonably difficult or costly;

The vacation does not restrict access to any parcel. Half of the street has already been vacated as well by the adjoining neighbor.

4. Not disruptive to existing travel modes;

11th street is currently a wildflower field between us and the neighbors that already vacated. There is no travel on it.

5. Changed conditions in traffic or development patterns;

No, it is a field.

6. Anticipated conditions in traffic or development patterns;

No. Same as #5.

7. No adverse impact to natural environment;

No.

8. Community needs;

Not sure of any community needs involved in this decision.

9. Public health, safety and welfare;

It would help us have a little more space to put in a new leach field for our septic in the Crested Butte Watershed Protection District. Our current engineering plan has the leach field close to the property boundary and this vacation would allow more room for a proper setback. This may be considered a public health benefit that we will have a new state of the art system once it is complete next summer. Not sure this is applicable, but figured I'd include the info.

10. No conflict with other established County roads or public roads under County jurisdiction;

No conflict.

11. No increased risk to emergency services personnel;

No. All current roads and driveway access remain the same.

12. Benefits outweigh detriments;

I don't see any detriments. Benefits include preserving the wildflower field between us and our neighbors and helping provide more space for the setbacks in the new leach field designs we are in the process of creating.

13. Public benefits; and

Not sure this one is applicable?

14. Effect on maintenance of structures deemed necessary by the County.

Not sure what this one is referring to?

**LEGAL DESCRIPTION
OF A
TRACT OF LAND**

ALL THAT TRACT OF LAND LOCATED WITHIN SECTION 34, TOWNSHIP 13 SOUTH, RANGE 87 WEST OF THE 6th PRINCIPAL MERIDIAN, TOWNSITE OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTH HALF OF 11th STREET ADJACENT TO LOTS 10, 11, 12, 13 & 14, BLOCK 30 OF THE TOWNSITE OF IRWIN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 6, 1894 AT RECEPTION NO.70551 IN THE OFFICE OF THE GUNNISON COUNTY CLERK & RECORDER.

PREPARED BY:

 **LANDMARK**
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201



GENERAL WARRANTY DEED

\$110,000.00 JEB
Jane E. Berglund, for ~~\$210,000.00~~ and other good and valuable consideration, in hand paid, hereby sells and conveys to **Matthew Austin Berglund and Lee Beatty Berglund**, as joint tenants with right of survivorship, whose address is P.O. Box 293, Crested Butte, CO 81224 the following real property in the County of Gunnison and State of Colorado, to wit:

**Lots 5 through 14, inclusive,
Block 30,
TOWN OF IRWIN,
According to the Plat thereof recorded as Reception No. 70551.**

with all its appurtenances, including appurtenant vacated alleys and mineral rights and water rights, including without limitation that portion of 12th Street and the interior alley vacated by Resolution recorded August 23, 1996 in Book 789 at Page 280 as Reception No. 470042, and warrants title to the same, subject to "statutory exceptions" as defined by C.R.S. § 38-30-113(5)(a)

Signed this 11 day of ^{JUNE}~~March~~, 2023. *JB*


Jane E. Berglund

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

COUNTY OF GUNNISON)
The foregoing instrument was executed before me this 14th day of JUNE ~~March~~ 2023,
by Jane E. Berglund.
Witness my hand and official seal.
My Commission expires: July 28, 2023
SEAL

Notary Public



November 11, 2025

To the Gunnison County Public Works Department,

Per the requirements of the Street Vacation Request Application-

Lee and Matt Berglund commit to a licensed surveyor placing monuments at the new property corner locations, should the vacation be approved.



Lee Berglund

11-11-25
Date



Matt Berglund

11/11/25
Date

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 BASIN PARK DRIVE

GUNNISON, CO 81230

970-641-0044

CHECK RECEIPT

Date: November 10, 2025

One Thousand Five Hundred Twenty Four Dollars (\$1,524.00) paid
by Matt Berglund for Street Vacation request in Irwin.

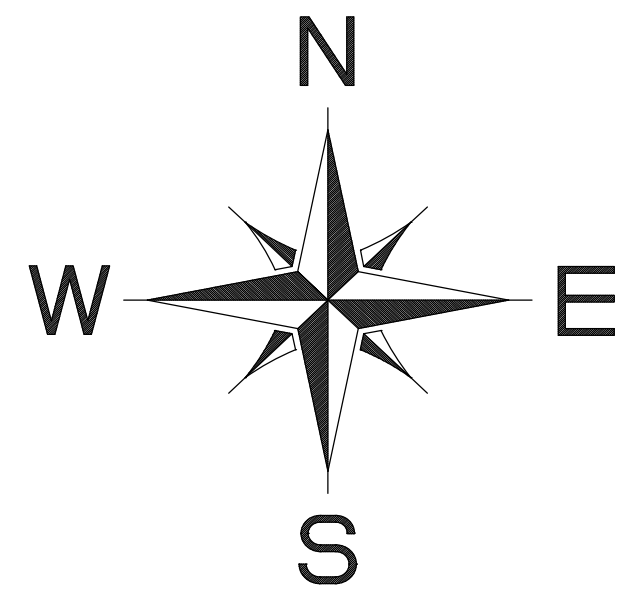
Monies received: \$1,524.00

Check Number: 1021

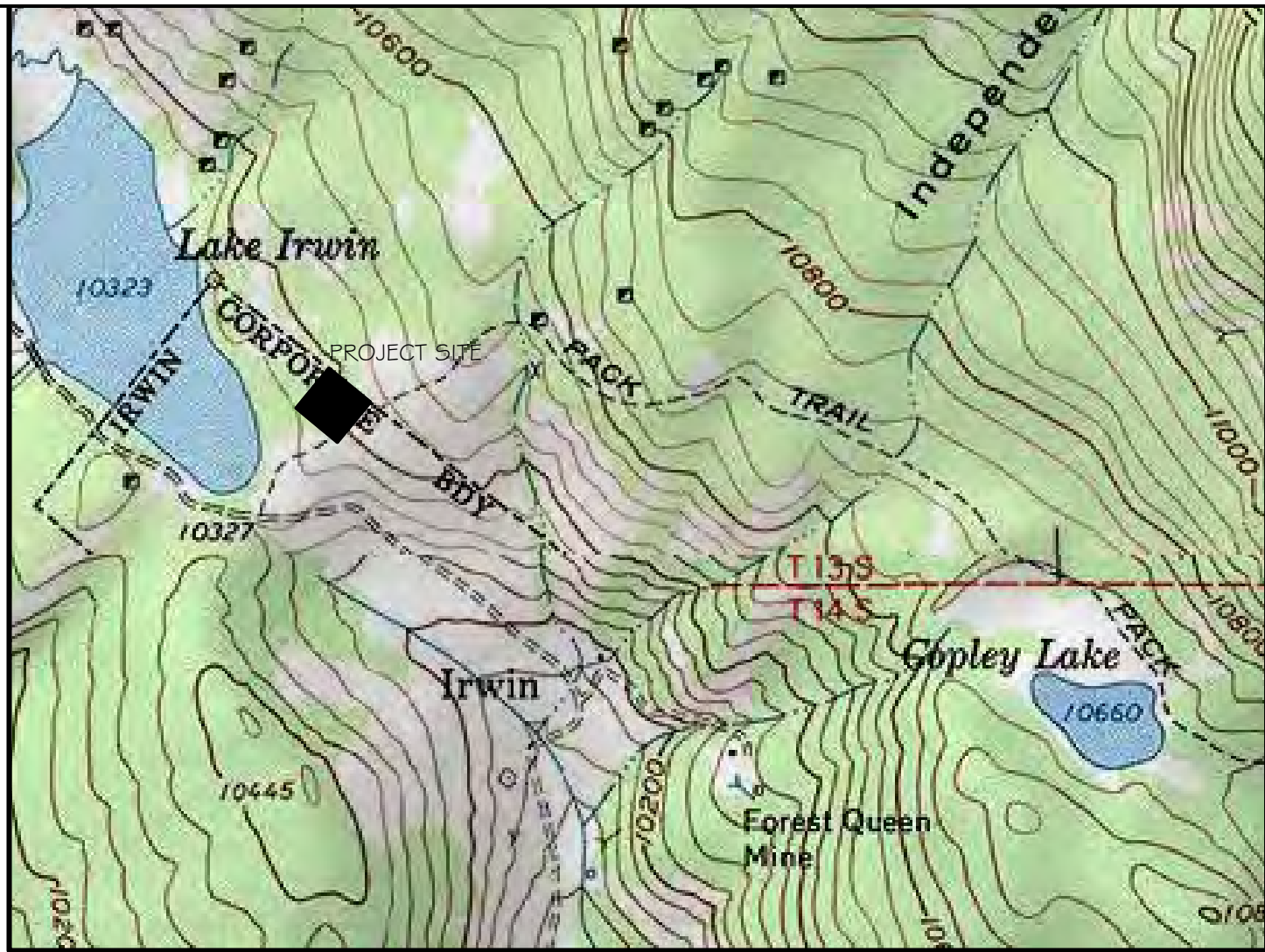
Acknowledged by: Deborah Fitchau

BERGLUND SITE PLAN

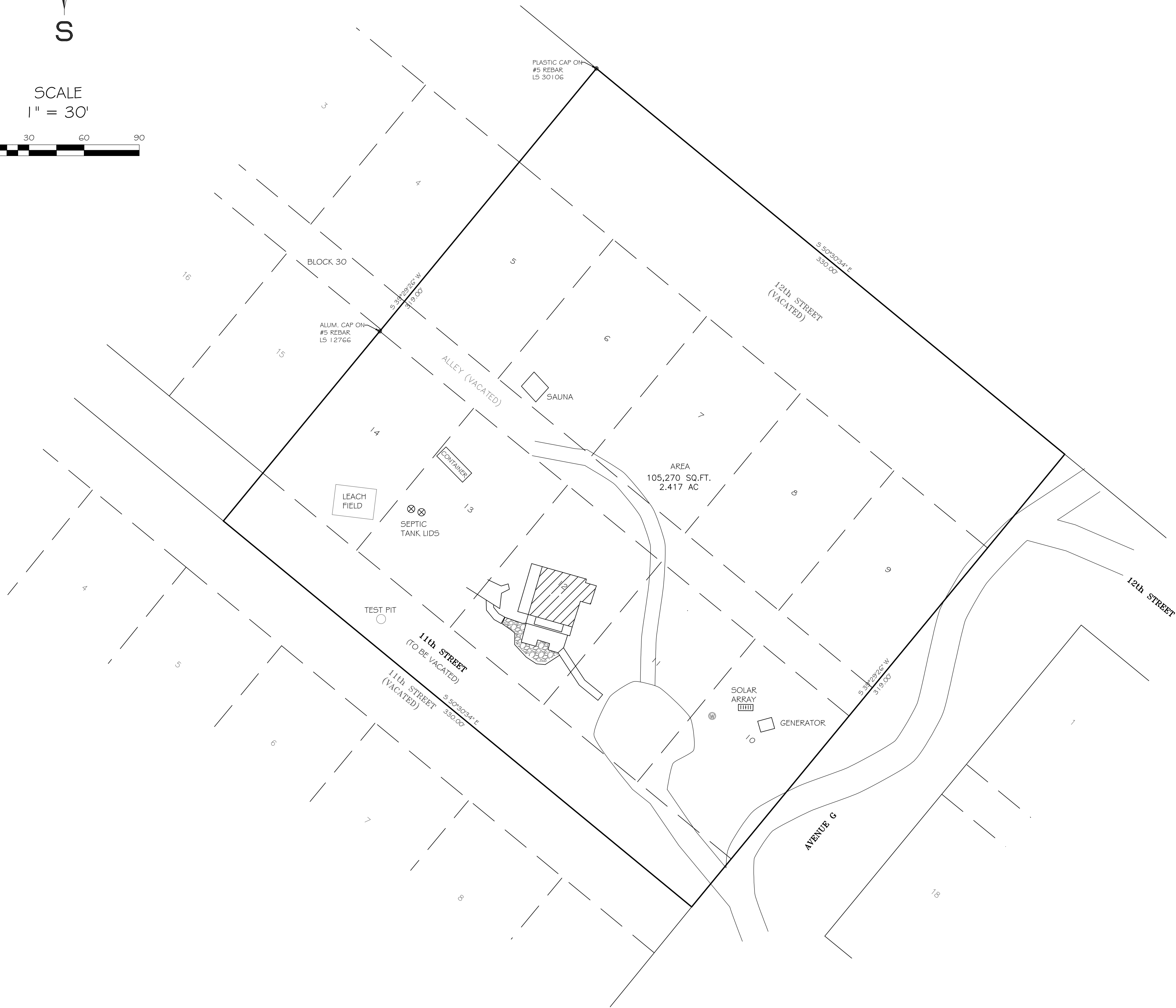
605 G AVENUE
IRWIN TOWNSITE
GUNNISON COUNTY, COLORADO



SCALE
1" = 30'



VICINITY MAP
NOT TO SCALE



GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS BETWEEN MONUMENTS SHOWN HEREON, HAVING A BEARING OF SOUTH 39°29'26" WEST.
- 2) THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY OR TITLE SEARCH BY LANDMARK SURVEYING AND MAPPING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING TITLE OF RECORD, LANDMARK SURVEYING AND MAPPING RELIED UPON DOCUMENTS PROVIDED BY THE CLIENT. EASEMENTS OF RECORD WERE NOT SHOWN PER CLIENTS REQUEST.

LEGAL DESCRIPTION

LOTS 5-9, BLOCK 30
TOGETHER WITH ADJACENT 12th STREET AND ADJACENT ALLEY
TOWN OF IRWIN
GUNNISON COUNTY, COLORADO

REVISED:
JOB # 25091
DATE: OCTOBER 2, 2025
SHEET 1 OF 1

BERGLUND SITE PLAN

605 G AVENUE
IRWIN TOWNSITE
GUNNISON COUNTY, COLORADO

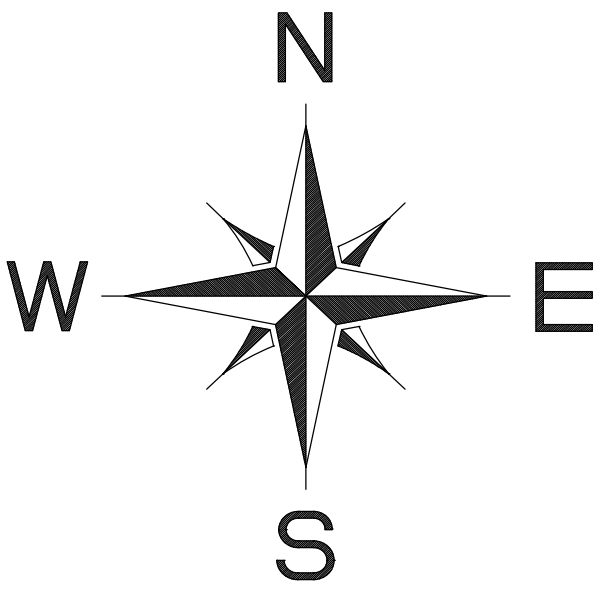
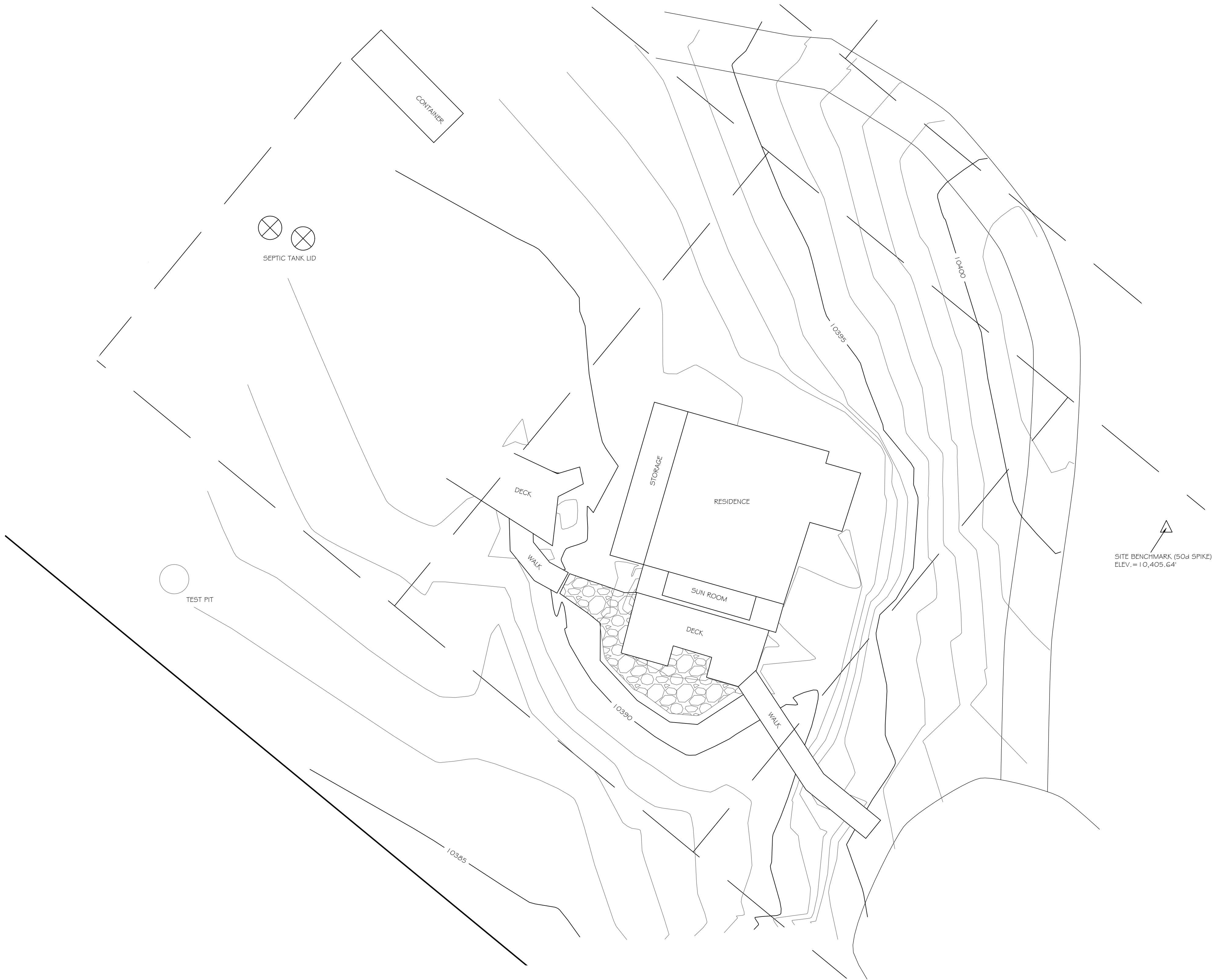
LANDMARK
SURVEYING & MAPPING

P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.

BERGLUND TOPOGRAPHIC SURVEY

605 G AVENUE
IRWIN TOWNSITE
GUNNISON COUNTY, COLORADO



SCALE
1" = 10'



GENERAL NOTES

- 1) ELEVATIONS DEPICTED HEREON BASED UPON NAVD 88.
2) CONTOUR INTERVAL = 1'
3) FIELD WORK COMPLETED ON SEPTEMBER 1, 2025.
2) THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY BY LANDMARK SURVEYING AND MAPPING.
FOR ALL INFORMATION REGARDING TITLE OF RECORD, LANDMARK SURVEYING AND MAPPING RELIED UPON DOCUMENTS PROVIDED BY THE CLIENT. EASEMENTS OF RECORD WERE NOT SHOWN PER CLIENTS REQUEST.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.

REVISED:	BERGLUND TOPOGRAPHIC SURVEY
JOB # 25091	605 G AVENUE IRWIN TOWNSITE GUNNISON COUNTY, COLORADO
DATE: OCTOBER 2, 2025	
SHEET 1 OF 1	
	 LANDMARK SURVEYING & MAPPING
	P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 Basin Park Drive
Gunnison, CO 81230
Phone: (970) 641-0044

NOTICE OF PUBLIC HEARING REGARDING PETITION TO VACATE A PORTION OF A CERTAIN STREET IN THE TOWNSITE OF IRWIN, COLORADO

HEARING DATE, TIME AND LOCATION: The Gunnison County Board of County Commissioners will conduct a public hearing, **January 20, 2026 at 9:00 a.m.**, in the Board of County Commissioners Meeting Room in the Gunnison County Courthouse, to hear public comment concerning the petition filed by **Lee and Matthew Berglund to vacate a portion of 11th Street in the Townsite of Irwin, Colorado.** A copy of the petition and supporting documentation can be reviewed at the Gunnison County Public Works Department at 195 Basin Park Drive, Gunnison, Colorado from 7:00 a.m. to 4:30 p.m. weekdays.

ROAD LOCATION: All that portion of the North Half of 11th Street adjacent to Lots 10-14, Block 30, Townsite of Irwin, County of Gunnison, State of Colorado.

PROPOSAL: The petitioner is asking the Board to vacate a County Road or public road or rights-of-way under county jurisdiction and allow the applicant to cluster this portion of land with their existing lot.

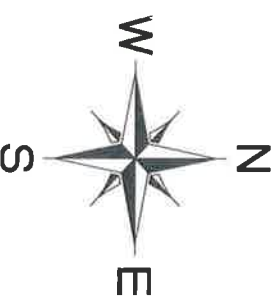
POSSIBLE ACTION: Formal action may be taken on the Street Vacation request at this meeting.

PUBLIC PARTICIPATION: The public is invited to submit verbal or written comments at the hearing, or to submit written comments by email to publicworks@gunnisoncounty.org, or by letter to the Gunnison County Public Works Department, 195 Basin Park Drive, Gunnison, CO 81230, so long as they are received by 5:00 p.m. the evening before the date of the meeting so that they may be submitted for the public record during the hearing. Additional information may be obtained by calling the Public Works Department office at (970) 641-0044 or on the Gunnison County website at <https://www.gunnisoncounty.org/177/Agendas-Portfolios-Recordings-Minutes>.

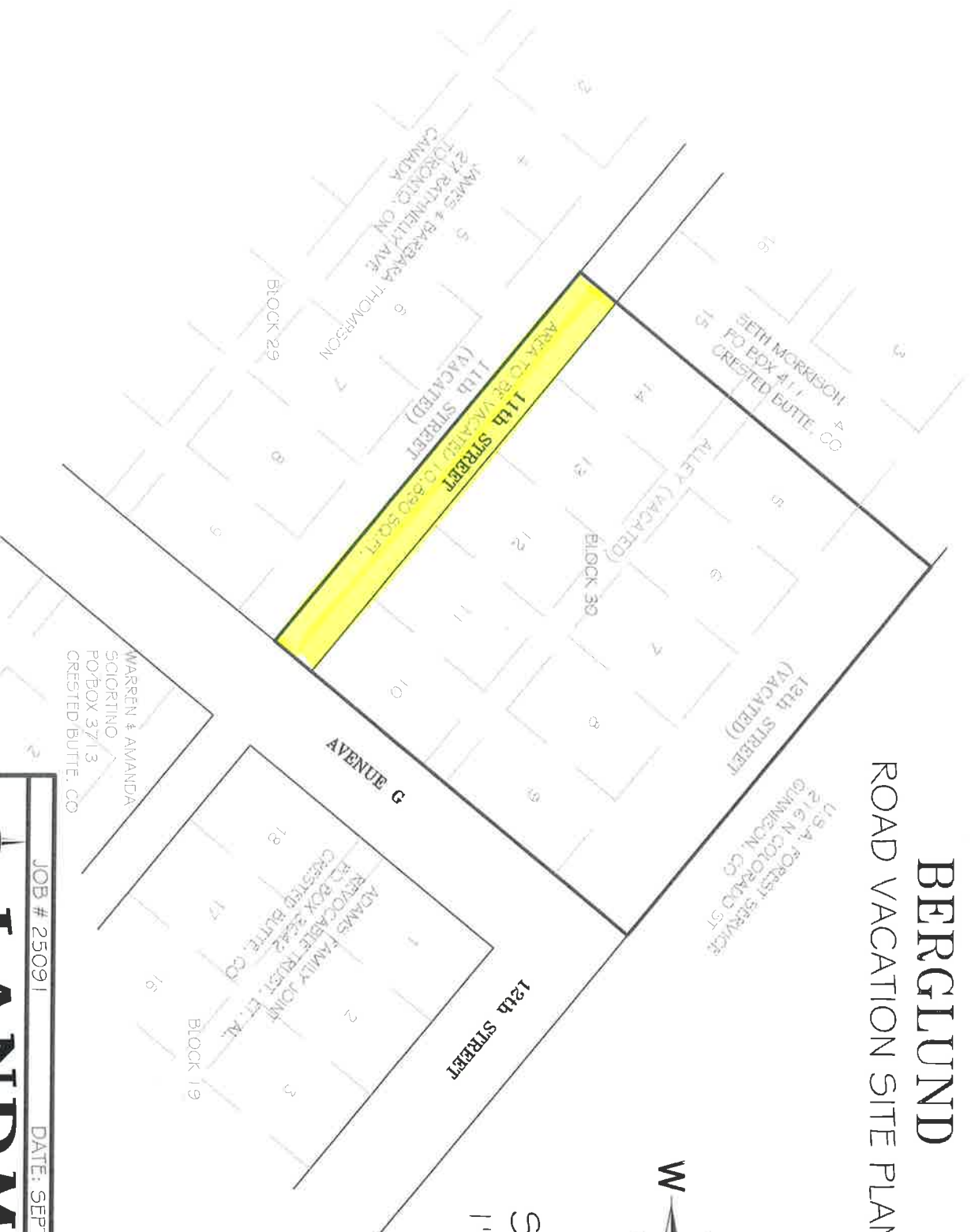
ADA ACCOMMODATIONS: Anyone needing special accommodations as determined by the *American Disabilities Act* may contact the Public Works Department prior to the day of the meeting.

/s/ Martin Schmidt
Assistant County Manager for Public Works

BERGLUND ROAD VACATION SITE PLAN



SCALE
1" = 100'



JOB # 25091

DATE: SEPTEMBER 30, 20



LANDMAR.
SURVEYING & MAPPING

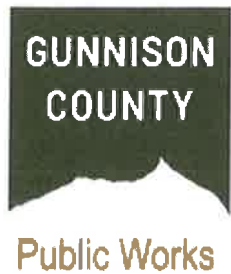
P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

Chris Hill

From: Chris Hill
Sent: Tuesday, December 16, 2025 12:39 PM
To: Lee Eakin
Cc: Matt Berglund; Aidan McComas; Matthew Saulpaugh; Martin Schmidt; Debbi Ferchau
Subject: RE: Berglund Street Vacation Request-Irwin

Hi Lee,

Thank you for sending the email to the Thomson's. I have added a copy of the email to the Street Vacation file to document that you have met the notification requirements.



Chris Hill

Permit and Right of Way Manager
970-642-7371
chill@gunnisoncounty.org

From: Lee Eakin <lee.b.eakin@gmail.com>
Sent: Tuesday, December 16, 2025 10:23 AM
To: Chris Hill <CHill@gunnisoncounty.org>
Cc: Matt Berglund <matthewberglund@mac.com>; Aidan McComas <AMcComas@gunnisoncounty.org>; Matthew Saulpaugh <MSaulpaugh@gunnisoncounty.org>; Martin Schmidt <MSchmidt@gunnisoncounty.org>; Debbi Ferchau <DFerchau@gunnisoncounty.org>
Subject: Re: Berglund Street Vacation Request-Irwin

[EXTERNAL SENDER - USE CAUTION]

Thanks Chris. I just emailed the Thomsons and copied you. We will look out for the invoice for the public notice. We also plan to be at the January 20th meeting in person.

Thank you,
Lee

On Mon, Dec 15, 2025 at 4:38 PM Chris Hill <CHill@gunnisoncounty.org> wrote:

Hi Lee,

Thanks for sending in the certified mail receipts, that is what I needed. Just to be on the safe side, can you email the information to the Thomsons and cc me on the email.



CRESTED BUTTE
217 ELK AVE
CRESTED BUTTE, CO 81224-3608
www.usps.com

12/12/2025 09:02 PM

TRACKING NUMBERS
9589 0710 5270 0653 6350 83
9589 0710 5270 0653 6350 90
9589 0710 5270 0653 6351 06

TRACK STATUS OF ITEMS WITH THIS CODE
(UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE
Send tracking number to 28777 (2USPS)
Standard message and data rates may apply.

TRACK STATUS ONLINE
Visit <https://www.usps.com/tracking>
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PURCHASE DETAILS

Product	Qty	Unit Price	Price
1794 Compass Rose	1	\$1.70	\$1.70
First-Class Mail® Letter	1		\$0.78

Crested Butte, CO 81224
Weight: 0 lb 0.60 oz
Estimated Delivery Date
Thu 12/18/2025
Certified Mail® Tracking #:
9589 0710 5270 0653 6350 83

Total \$6.08

First-Class Mail® Letter 1 \$0.78

Crested Butte, CO 81224
Weight: 0 lb 0.20 oz
Estimated Delivery Date
Thu 12/18/2025
Certified Mail® Tracking #:
9589 0710 5270 0653 6350 90

Total \$6.08

First-Class Mail® Letter 1 \$0.78

Crested Butte, CO 81224
Weight: 0 lb 0.60 oz
Estimated Delivery Date
Thu 12/18/2025
Certified Mail® Tracking #:
9589 0710 5270 0653 6351 06

Total \$6.08

Grand Total: \$19.94

Credit Card Remit
Card Name: VISA
Account #: XXXXXXXXXX0424
Approval #: 012192
Transaction #: 349
AID: A000000031010 Contactless
AI: VISA CREDIT

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or scan this code with your mobile device.



or call 1-800-410-7420

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Clerk: 9

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Crested Butte, CO 81224

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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.78
Total Package and Fees \$6.08

Postmark Here
12/12/2025

Sent To Mady + Trea Sciorino

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 (PSN 7530-02-000-9001) See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com

Crested Butte, CO 81224

Certified Mail Fee \$5.30
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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.78
Total Package and Fees \$6.08

Postmark Here
12/12/2025

Sent To Julia Almst Family

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 (PSN 7530-02-000-9001) See Reverse for Instructions

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Crested Butte, CO 81224

Certified Mail Fee \$5.30
Extra Services & Fees (check box, add fee)
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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.78
Total Package and Fees \$6.08

Postmark Here
12/12/2025

Sent To Seth Morrison

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 (PSN 7530-02-000-9001) See Reverse for Instructions

Chris Hill

From: Lee Eakin <lee.b.eakin@gmail.com>
Sent: Tuesday, December 16, 2025 10:18 AM
To: Barbara Thomson; James Thomson
Cc: Chris Hill; Matt Berglund
Subject: Berglund Request to Vacate 11th Street
Attachments: Public Notice - Berglund (2).pdf; 25091-ROAD VACATION(11-13-25) (1).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Hi Barbara & James,

I am copying Chris Hill, Permit and Right of Way Manager, for Gunnison County Public Works. He has requested that I send you all an email to share the attached public notice. We have sent Seth Morrison, The Sciortinos, and Julia Adams & Family certified mail notices, but we were unable to send you a certified letter since you are in Canada :) I did mail you a regular letter with these hardcopies.

Any feedback or input you have for Public Works about this vacation request is welcomed here!

I hope you all are doing well and have a nice holiday season.
Best,

Lee and Matt

Debbi Ferchau

From: tyoung@orourkemediagroup.com on behalf of Colorado Legals
<colegals@orourkemediagroup.com>
Sent: Wednesday, December 31, 2025 9:05 AM
To: Debbi Ferchau
Subject: Re: Legal Advertisement

[EXTERNAL SENDER - USE CAUTION]

Debbi,
Thank you for the notice for Gunnison County Public Works.
I will schedule as requested for January 8th and 15th.
I will send you a proof copy for review later this morning.

Tomalee

On Wed, Dec 31, 2025 at 8:47 AM Debbi Ferchau <DFerchau@gunnisoncounty.org> wrote:

Please run the attached as a legal advertisement in your 1/8/26 and 1/15/26 editions. Thank you.

Legal Notices

The Mountain Mail Tuesday - Friday 12pm deadline
The Mountain Mail Friday - Wednesday 12pm deadline
Chaffee County Times - Friday 12pm deadline
Leadville Herald Democrat - Friday 12pm deadline
The Flume- Friday 12pm deadline

Tomalee Young - 719-618-3241
Main office - 719-539-6691

orourkemediagroup.com



Debbi Ferchau

From: Debbi Ferchau
Sent: Wednesday, December 31, 2025 8:47 AM
To: gct_legals@orourkemediagroup.com
Subject: Legal Advertisement
Attachments: Public Notice - Berglund.doc

Please run the attached as a legal advertisement in your 1/8/26 and 1/15/26 editions. Thank you.

Debbi Ferchau

From: Microsoft Outlook
To: gct_legals@orourkemediagroup.com
Sent: Wednesday, December 31, 2025 8:48 AM
Subject: Relayed: Legal Advertisement

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

gct_legals@orourkemediagroup.com (gct_legals@orourkemediagroup.com)

Subject: Legal Advertisement



Legal
Advertisement

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Town of Crested Butte - Water
David Jelinek & James Law
djelinek@crestedbutte-co.gov
jlaw@crestedbutte-co.gov

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Street Vacation Request – Irwin, Colorado

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate a portion of 11th Street adjacent to Lots 5-14, Block 30, Irwin, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of 11th Street would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal

Debbi Ferchau

From: postmaster@crestedbutte-co.gov
To: djelinek@crestedbutte-co.gov
Sent: Monday, January 5, 2026 7:55 AM
Subject: Delivered: Street Vacation Request - Utility Comment

Your message has been delivered to the following recipients:

djelinek@crestedbutte-co.gov (djelinek@crestedbutte-co.gov)

Subject: Street Vacation Request - Utility Comment



Street Vacation
Request - Util...

Debbi Ferchau

From: postmaster@crestedbutte-co.gov
To: jlaw@crestedbutte-co.gov
Sent: Monday, January 5, 2026 7:55 AM
Subject: Delivered: Street Vacation Request - Utility Comment

Your message has been delivered to the following recipients:

[jlaw@crestedbutte-co.gov \(jlaw@crestedbutte-co.gov\)](mailto:jlaw@crestedbutte-co.gov)

Subject: Street Vacation Request - Utility Comment



Street Vacation
Request - Util...

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Gunnison County Electric Association, Inc.
Brian Muth
bmuth@gcea.coop

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Street Vacation Request – Irwin, Colorado

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate a portion of 11th Street adjacent to Lots 5-14, Block 30, Irwin, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of 11th Street would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal

GUNNISON COUNTY COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Holy Cross Electric Association, Inc.
Jenna Weathered, VP of Community Relations
communityrelations@holycross.com

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Street Vacation Request - Irwin, Colorado

Enclosed is a copy of a Notice of Public Hearing and a map regarding the Request to Vacate a portion of 11th Street adjacent to Lots 5-14, Block 30, Irwin, County of Gunnison, State of Colorado.

Please review the attached information and map to determine if vacation of this portion of 11th Street would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal

Debbi Ferchau

From: postmaster@holycross.com
To: communityrelations@holycross.com
Sent: Monday, January 5, 2026 8:01 AM
Subject: Delivered: [EXTERNAL] Street Vacation Request - Utility Comment

Your message has been delivered to the following recipients:

[communityrelations@holycross.com \(communityrelations@holycross.com\)](mailto:communityrelations@holycross.com)

Subject: [EXTERNAL] Street Vacation Request - Utility Comment



[EXTERNAL]
Street Vacation ...

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

TO: Delta Montrose Electric Association
csrs@dmea.com

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Vacation Request - Irwin, Colorado

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request To Vacate a portion of 11th Steet adjacent to Lots 5-14, Block 30, Irwin, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of 11th Street would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal

Debbi Ferchau

From: Preston Roberts <preston.roberts@dmea.com>
Sent: Monday, January 5, 2026 12:45 PM
To: Debbi Ferchau
Subject: Re: New Form Submission | Contact Form

[EXTERNAL SENDER - USE CAUTION]

Hi Debbi,

So we do not service that area, it is out of our zone for both electric and internet. Let me know if you have any other questions and I'm sorry I couldn't be more help!

Thanks,

Preston
DMEA \ Elevate Internet
Member Services Representative
Office: 877-687-3632
dmea.com | elevateinternet.com

DMEA is an equal opportunity provider and employer.

How helpful was my reply?



On January 5, 2026 at 11:33 AM MST dferchau@gunnisoncounty.org wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sorry, I think I have confused things for you. I am not looking to put any services on hold.

Our office has received a street vacation request from a landowner in the Townsite of Irwin, Colorado. They are wanting Gunnison County to vacate a portion of 11th Street in Irwin, Colorado and give that land to the applicant. When these requests come to our office we do our due diligence with utility companies in the area of the request to make sure that there is no infrastructure or plans that a utility company may have for infrastructure in the portion of the street where the street vacation is being requested. Do you have internet or electric service in Irwin, Colorado?

Hope this clarification helps.

Debbi Ferchau

From: Preston Roberts <preston.roberts@dmea.com>
Sent: Monday, January 5, 2026 11:19 AM

To: Debbi Ferchau <DFerchau@gunnisoncounty.org>
Subject: Re: New Form Submission | Contact Form

[EXTERNAL SENDER - USE CAUTION]

Hi Debbi,

Thanks for clarifying, so we can put Elevate internet on Vacation mode we would just need you to call us at 877-687-3632 and we can do that over the phone for you. As far as Electric, we can put the Meter on "Idle" where the meter is on but it isn't pulling electricity and that's as close to a vacation mode as we have for electric. Otherwise we can just shut off the meter and then when you want it back on you can call us to turn it back on. If a meter is off longer than 6 Months it will need a state inspection before we turn it back on though. Let me know if you have any other questions on this.

Thanks,

Preston
DMEA \ Elevate Internet
Member Services Representative
Office: 877-687-3632
dmea.com | elevateinternet.com

DMEA is an equal opportunity provider and employer.

How helpful was my reply?



On January 5, 2026 at 10:23 AM MST dferchau@gunnisoncounty.org wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We are looking at all utilities that may be in the area of the requested vacation.

From: Preston Roberts <preston.roberts@dmea.com>
Sent: Monday, January 5, 2026 8:50 AM
To: Debbi Ferchau <DFerchau@gunnisoncounty.org>
Subject: Re: New Form Submission | Contact Form

[EXTERNAL SENDER - USE CAUTION]

Hi Deborah,

Are we talking vacation mode for Elevate Internet? Or is this electric related? Let me know so I can point you in the right direction.

Thanks,

Preston
DMEA \ Elevate Internet
Member Services Representative

Office: 877-687-3632

dmea.com | elevateinternet.com

DMEA is an equal opportunity provider and employer.

How helpful was my reply?



On December 31, 2025 at 12:37 PM MST notifications@forms.dmea.com wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

New Form Submission | Contact Form

First name

Deborah

Last name

Ferchau

Email

dferchau@gunnisoncounty.org

Phone

19706410044

Message

I am looking for an email contact to send some information to for comment regarding a street vacation request.

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Lumen Century Link
Mark Preston
MARK.PRESTON@LUMEN.COM

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Street Vacation Request – Irwin, Colorado

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate a portion of 11th Street adjacent to Lots 5-14, Block 30, Irwin, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of 11th Street would affect the utility service you provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal.

Debbi Ferchau

From: Microsoft Outlook
To: MARK.PRESTON@lumen.com
Sent: Monday, January 5, 2026 8:06 AM
Subject: Relayed: Street Vacation Request - Utility Comment

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

MARK.PRESTON@lumen.com (MARK.PRESTON@lumen.com)

Subject: Street Vacation Request - Utility Comment



Street Vacation
Request - Util...

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Atmos Energy
Sam Salvo
Sam.salvo@atmosenergy.com

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Street Vacation Request – Irwin, Colorado

Enclosed is a copy of the Notice of Public Hearing and map regarding the Request to vacate a portion of 11th Street, adjacent to Lots 5-14, Block 30, Irwin, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of 11th Street would effect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org **January 12, 2026**. No response will be interpreted as no objection to the proposal.

Debbi Ferchau

From: Microsoft Outlook
To: sam.salvo@atmosenergy.com
Sent: Monday, January 5, 2026 8:08 AM
Subject: Relayed: Street Vacation Request - Utility Comment

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

sam.salvo@atmosenergy.com (sam.salvo@atmosenergy.com)

Subject: Street Vacation Request - Utility Comment



Street Vacation
Request - Util...

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: **JC Propane**
 Abbie Reaksecker
 customerservice@jcpropane.com

FROM: **Chris Hill**
 Right of Way Manager

DATE: **January 5, 2026**

SUBJECT: **Notice of Street Vacation Request – Irwin, Colorado**

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate a portion of 11th Street, adjacent to Lots 5-14, Block 30, Irwin, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of 11th Street would affect the utility service you provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal.

Debbi Ferchau

From: Microsoft Outlook
To: customerservice@jcpropane.com
Sent: Monday, January 5, 2026 8:10 AM
Subject: Relayed: Street Vacation Request - Utility Comment

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

customerservice@jcpropane.com (customerservice@jcpropane.com)

Subject: Street Vacation Request - Utility Comment



Street Vacation
Request - Util...

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Ferrell Gas
Carolyn Ellingford
carolynellingford@ferrellgas.com
wecare@ferrellgas.com

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Street Vacation Request – Irwin, Colorado

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate a portion of 11th Street adjacent to Lots 5-14, Block 30, Irwin, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of 11th Street would affect the utility service you provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal.

Debbi Ferchau

From: Microsoft Outlook
To: carolynellingford@ferrellgas.com; wecare@ferrellgas.com
Sent: Monday, January 5, 2026 8:14 AM
Subject: Relayed: Street Vacation Request - Utility Comment

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

carolynellingford@ferrellgas.com (carolynellingford@ferrellgas.com)

wecare@ferrellgas.com (wecare@ferrellgas.com)

Subject: Street Vacation Request - Utility Comment



Street Vacation
Request - Util...

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Amerigas
Amanda Hughes
HughesA@Amerigas.com

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Street Vacation Request – Irwin, Colorado

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate a portion of 11th Street, adjacent to Lots 5-14, Block 30, Irwin, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of 11th Street would affect the utility service you provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal.

Debbi Ferchau

From: Microsoft Outlook
To: HughesA@Amerigas.com
Sent: Monday, January 5, 2026 8:16 AM
Subject: Relayed: Street Vacation Request - Utility Comment

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

HughesA@Amerigas.com (HughesA@Amerigas.com)

Subject: Street Vacation Request - Utility Comment



Street Vacation
Request - Util...

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Spectrum Charter Communications
111 S. 14th Street
Gunnison, CO 81230

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Street Vacation Request - Irwin, Colorado

Enclosed is a copy of the Notice of Public Hearing and map regarding the Request to Vacate a portion of 11th Street adjacent to Lots 5-14, Block 30, Irwin, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of 11th Street would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicwork@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal.

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

TO: TDS Telecom
525 Junction Road
Madison, WI 53717

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Vacation Request - Irwin, Colorado

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate a portion of 11th Street adjacent to Lots 5-14, Block 30, Irwin, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of 11th Street would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2026-____

A RESOLUTION VACATING A CERTAIN PORTION OF A CERTAIN STREET LYING
WITHIN THE TOWNSITE OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado (“Board”), by virtue of Colorado law, has authority and is the owner of certain roads and alleys lying within the County of Gunnison; and

WHEREAS, the Board has determined that not all platted roads and alleys are necessary for public access to privately owned property; and

WHEREAS, the Board has received a request from Lee and Matthew Berglund to vacate a certain portion of a certain street lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows:

All that portion of the north half of 11th Street adjacent to Lots 10, 11, 12, 13 and 14, Block 30 of the Townsite of Irwin, according to the plat recorded September 6, 1894 at Reception Number 70551 in the office of the Gunnison County Clerk & Recorder.; and

WHEREAS, the vacation of the above described portion of the street lying within the Townsite of Irwin, will not hinder any property owners of any lands from having access to their respective land nor disrupt existing travel modes or anticipated conditions in traffic or development patterns; and

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare from the vacation of the above described portion of the street lying within the Townsite of Irwin; and

WHEREAS, the notices required by Colorado law for such vacation have been given and a public hearing on such vacation has been conducted; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the certain portion of a street lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

All that portion of the north half of 11th Street adjacent to Lots 10, 11, 12, 13 and 14, Block 30 of the Townsite of Irwin, according to the plat recorded September 6, 1894 at Reception Number 70551 in the office of the Gunnison County Clerk & Recorder.; and

It is the specific intent of the Board that the vacation of the above described portion of a street lying within the Townsite of Irwin shall accrue to and vest in the record owner(s) of adjacent real property pursuant to the provisions of C.R.S. § 43-2-302.

FURTHERMORE, this Resolution is contingent upon and shall not become effective until the recording in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado of the following:

1. This Resolution.
2. Lot Cluster Agreement

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

By: _____
Elizabeth Smith, Vice Chairperson

By: _____
Jonathan Houck, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; LUC-25-00037; Berglund

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Applicants, Lee and Matthew Berglund, request approval of a lot cluster.

Fiscal Impact:

Submitted by: Aidan McComas

Submitter's Email Address: amccomas@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 12/31/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 12/31/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/2/2026

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 1/20/2026



Aidan McComas, Planning Technician

(970) 641-7929

amccomas@gunnisoncounty.org

www.GunnisonCounty.org

To: Board of County Commissioners

RE: LUC-25-00037 | Lot Cluster | Berglund

Date of Memo: December 10, 2025

Date Scheduled for BOCC: January 20, 2026

The Applicants, Lee and Matthew Berglund, request approval of a lot cluster as shown in Exhibit A. The parcels legally described as Lots 5 through 14, inclusive, Block 30, Town of Irwin, are proposed to be clustered. This includes the portion of 12th Street and the interior alley vacated by Resolution, as recorded under Reception No. 470042. The property is also known as 605 G Avenue ([Parcel # 3179-340-05-005](#)). The clustering is proposed in conjunction with the vacation of the portion of 11th Street adjacent to Lots 10 through 14, Block 30.

Staff has reviewed the lot cluster application for compliance with the applicable standards outlined in LUR section 5-103: A. General Standards:

1. *COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution. **The application complies with all applicable standards.***
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 future development of the surrounding area. **Adjacent parcels range from 1.42 acres to 4.78 acres. The parcel resulting from this lot cluster and vacation would be approximately 2.14.***

The application was found to comply with the standards of Land Use Resolution Section 5-104.M, Application Form for Lot Cluster.

Staff recommends the Board approve the proposed lot cluster, as it is consistent with and helps maintain the established character of the Town of Irwin, reinforces lower-density development away from more populated areas, and supports a development pattern that is compatible with the surrounding area.

The lot cluster was reviewed by planning staff and the County Attorney's Office on November 5th, 2025.

Thank you,

Aidan McComas

Exhibits

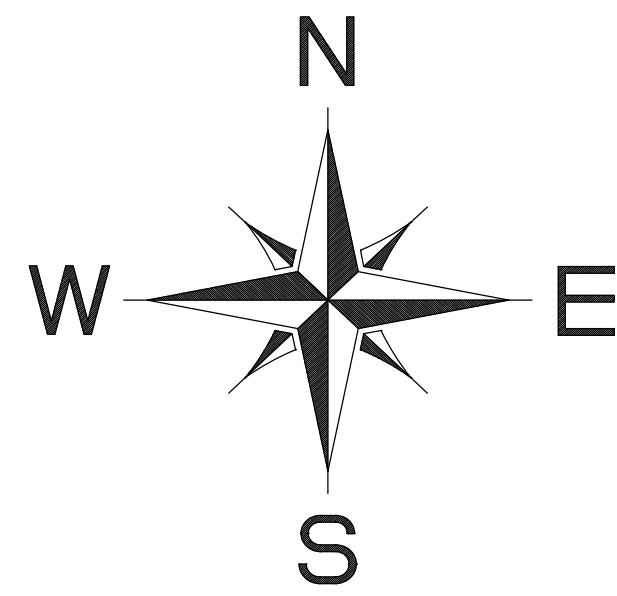
You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-25-00037. Click on "Attachments".

- A. Surveyor Site Plan
- B. Lot Cluster Agreement and Declaration

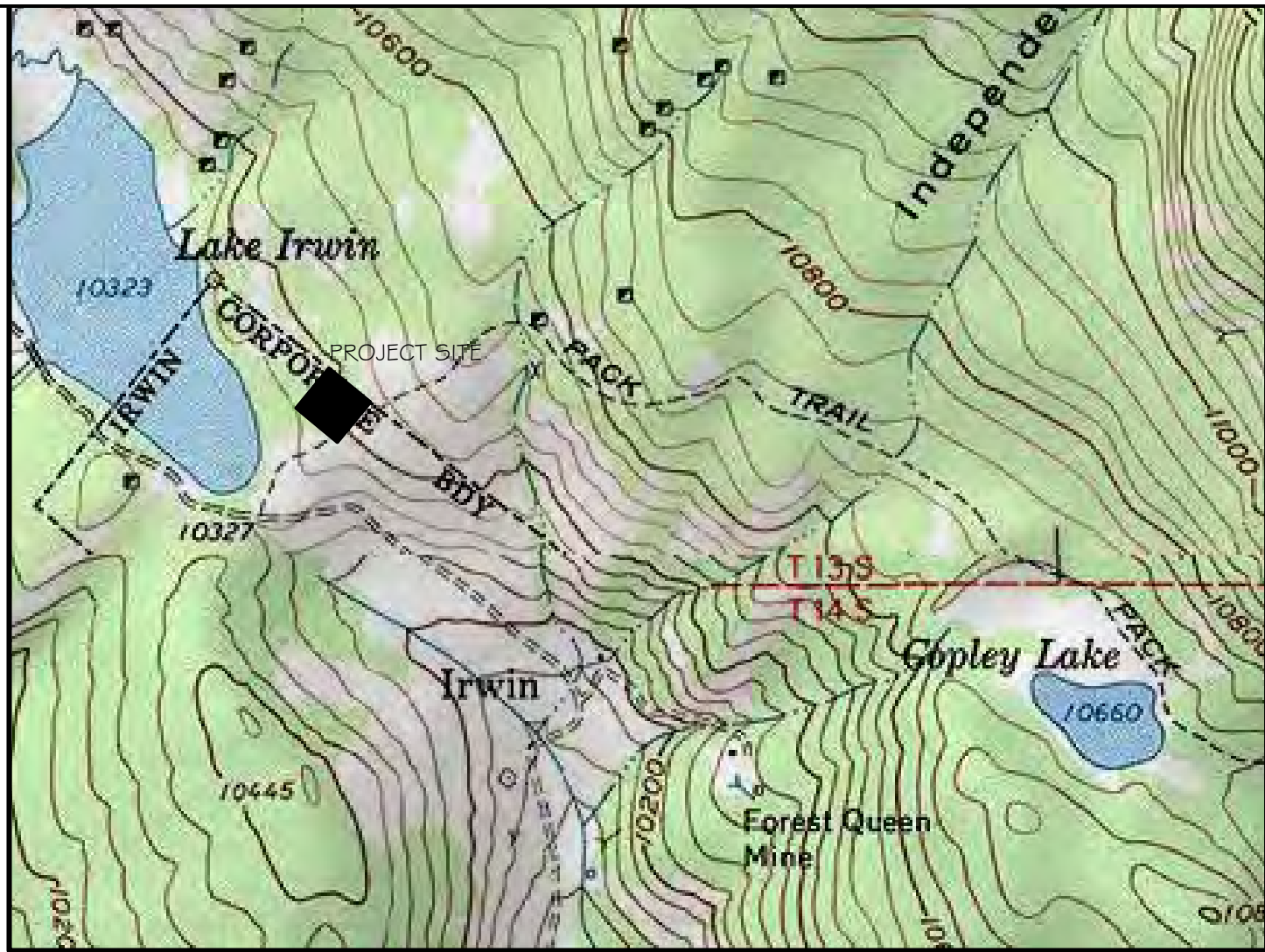
221 N. Wisconsin St. Suite D • Gunnison, Colorado 81230

BERGLUND SITE PLAN

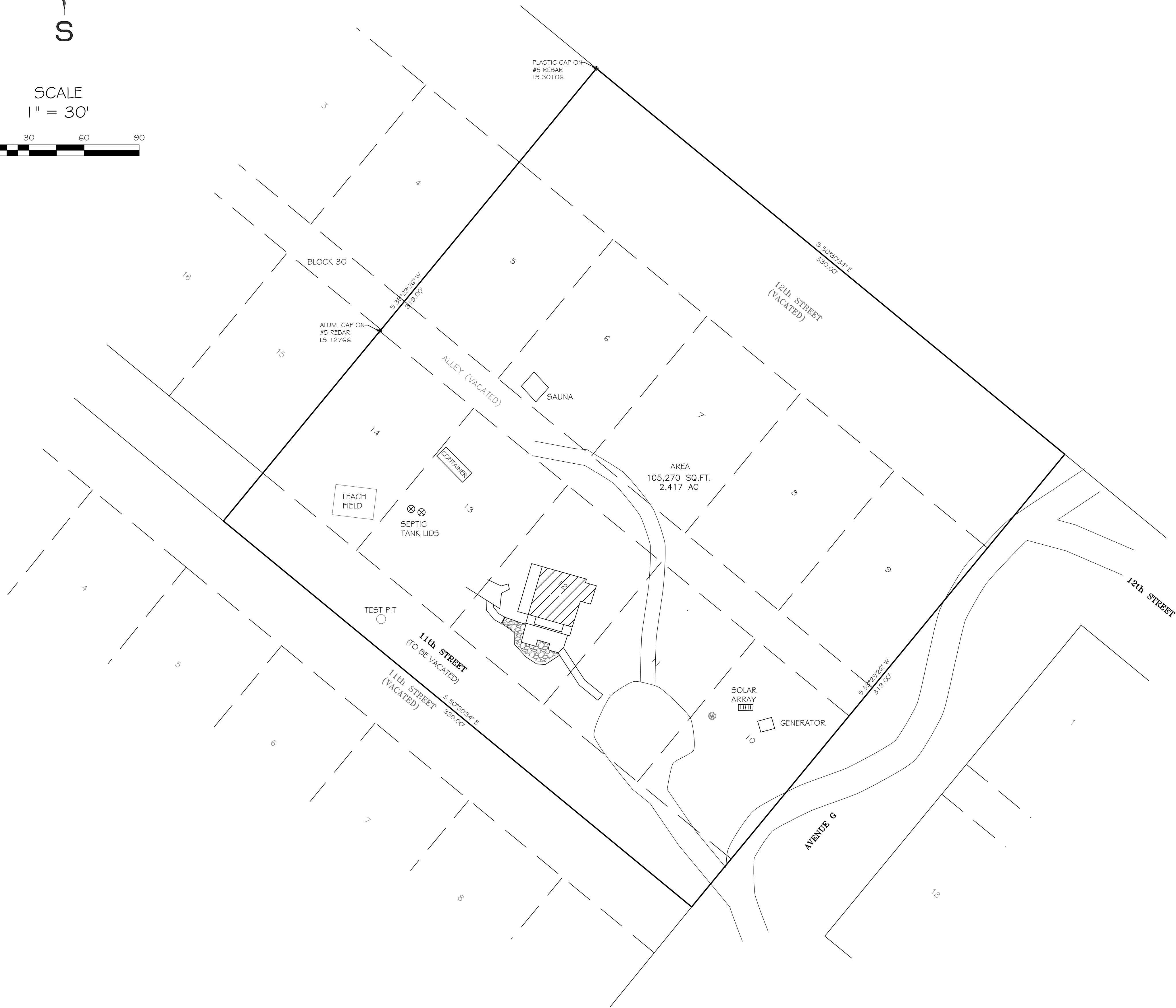
605 G AVENUE
IRWIN TOWNSITE
GUNNISON COUNTY, COLORADO



SCALE
1" = 30'



VICINITY MAP
NOT TO SCALE



GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS BETWEEN MONUMENTS SHOWN HEREON, HAVING A BEARING OF SOUTH 39°29'26" WEST.
- 2) THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY OR TITLE SEARCH BY LANDMARK SURVEYING AND MAPPING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING TITLE OF RECORD, LANDMARK SURVEYING AND MAPPING RELIED UPON DOCUMENTS PROVIDED BY THE CLIENT. EASEMENTS OF RECORD WERE NOT SHOWN PER CLIENTS REQUEST.

LEGAL DESCRIPTION

LOTS 5-9, BLOCK 30
TOGETHER WITH ADJACENT 12th STREET AND ADJACENT ALLEY
TOWN OF IRWIN
GUNNISON COUNTY, COLORADO

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.

REVISED:	BERGLUND SITE PLAN 605 G AVENUE IRWIN TOWNSITE GUNNISON COUNTY, COLORADO
JOB # 25091	LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031
DATE: OCTOBER 2, 2025	
SHEET 1 OF 1	

GUNNISON COUNTY

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting _____ (filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Lee Boatty Berglund
(Owner)

Matthew Austin Berglund
(Owner)

(Owner)

(Owner)

RECITALS:

Legal Description: Complete – please attach if too long

Lots 5 through 14, inclusive, Block 30, Town of IRWIN
According to the Plat thereof recorded as Reception No. 70551
with all its appurtenances, including appurtenant vacated alleys and
mineral rights and water rights, including without limitation that
portion of 12th Street and the interior alley vacated by Resolution
and any adjacent street or alley that is or may be vacated., recorded August 23, 1996 in
County of Gunnison Book 789 at Page 280 as
State of Colorado Reception No. 470042.

This Lot Cluster Agreement and Declaration is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the Gunnison County Land Use Resolution.
2. This Lot Cluster Agreement and Declaration does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 10-22-2025

Date: 10-22-2025

Date: _____

Date: N/A

Lee Berglund
Owner
Matt Berglund
Owner
N/A
Owner
Mortgage or Lien Holder

STATE OF Colorado)
COUNTY OF Gunnison)ss

The foregoing instrument was acknowledged before me this 22 day of October 2025
by Lee Berglund and Matt Berglund (Owner/s).

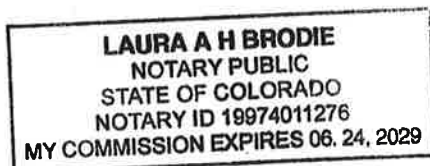
Witness my hand and official seal.

My Commission expires: 06/24/2029

Laura A H Brodie

Notary Public

Address:



STATE OF _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this _____ day of _____ 20____ by _____ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Address:

Date: _____

Chairperson

Vice-Chairperson

Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Street Vacation Request for Agate

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a street vacation request for a road in the Marble area. There is an outstanding easement being negotiated related to this vacation.

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/14/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/14/2026

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/15/2026

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 20

Agenda Date: 1/20/2026



Public Works

Martin Schmidt, Assistant County Manager for Public Works

Phone: (970) 641-0044

mschmidt@gunnisoncounty.org

1/13/2026

Street Vacation Request-Agate Drive, Marble

William and Judy Perry, Cindy Suplizio and Peter Mueller have applied as co-applicants for a Street Vacation for Agate Drive and a pedestrian easement adjacent to Lots 3, 4, 5, 6, 9, and 10, Block 2, Marble Ski Area Filing #5 in the Town of Marble, Colorado. The requested Street Vacation is for a platted street that has not been built and the co-applicants own the property on each side of Agate Drive. Community Development and Public Works have been working together to complete the appropriate applications for the Street Vacation request and Land Use Change (LUC-25-00024).

The co-applicants have provided verification that notice of the public hearing has been sent to the adjacent property owners and subdivision members (Marble Ski Area Filing No. 5) as required and the notice of the public hearing has been published in the newspaper. Public Works has notified the Utility companies and other County Departments of the request. We received comments on the application and have included them with this packet (including a comment from Lumen regarding a utility line located in Agate Drive).

The Standards require that in order to grant a Street Vacation, an easement agreement for utilities located within the proposed vacation needs to be completed. Because the location of the utility line was not known until the public notice process, Public Works is asking the Board to hear the Street Vacation request and if the decision is to grant the Street Vacation, the final approval will be postponed until the utility easement has been completed and reviewed. In this scenario, the public notice process will not need to be completed again for the Street Vacation request. Community Development has indicated that the LUC will be postponed until the utility easement is complete.

The application was initially submitted 11/16/2024, so any reference to the Road and Bridge Standards is to the June 9, 2020, version. Section 2.9.2 of the Standards establishes the process for the Board to act on a request to vacate a county road or public road under county jurisdiction. The Standards list the following criteria for granting a Street Vacation:

On occasion, vacation of all or a portion of a county road or public road under county jurisdiction may be warranted due to specific circumstances or changes in traffic or development patterns. In those limited circumstances, the Board has discretion, but no obligation, to vacate all or a portion of a county road or public road under county jurisdiction. No such road shall be vacated so as to leave any parcel adjoining such road without an established public road connecting said parcel with another established public road.

The applicant has provided an application that demonstrates that if the Street Vacation is granted, that access will not be limited for other parcels in the area.

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. and these Standards and Specifications.

C.R.S. 43-2-301 outlines the different scenarios for vacating a road and who needs to approve the vacation. This application addresses the requirements for the Board to consider a vacation by resolution.

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 shall consider the following criteria:

1. Requirements of C.R.S. 43-2-301 et. seq.;
2. Consistency with any comprehensive plan adopted by Gunnison County;
3. Vacation shall not restrict access to any parcel so that access is unreasonably difficult or costly;
4. Not disruptive to existing travel modes;
5. Changed conditions in traffic or development patterns;
6. Anticipated conditions in traffic or development patterns;
7. No adverse impact to natural environment;
8. Community needs;
9. Public health, safety and welfare;
10. No conflict with other established County roads or public roads under County jurisdiction;
11. No increased risk to emergency services personnel;
12. Benefits outweigh detriments;
13. Public benefits; and
14. Effect on maintenance of structures deemed necessary by the County.

The applicant has addressed items 1-14 (included with the packet); staff has nothing to add or refute in the applicants' documents.

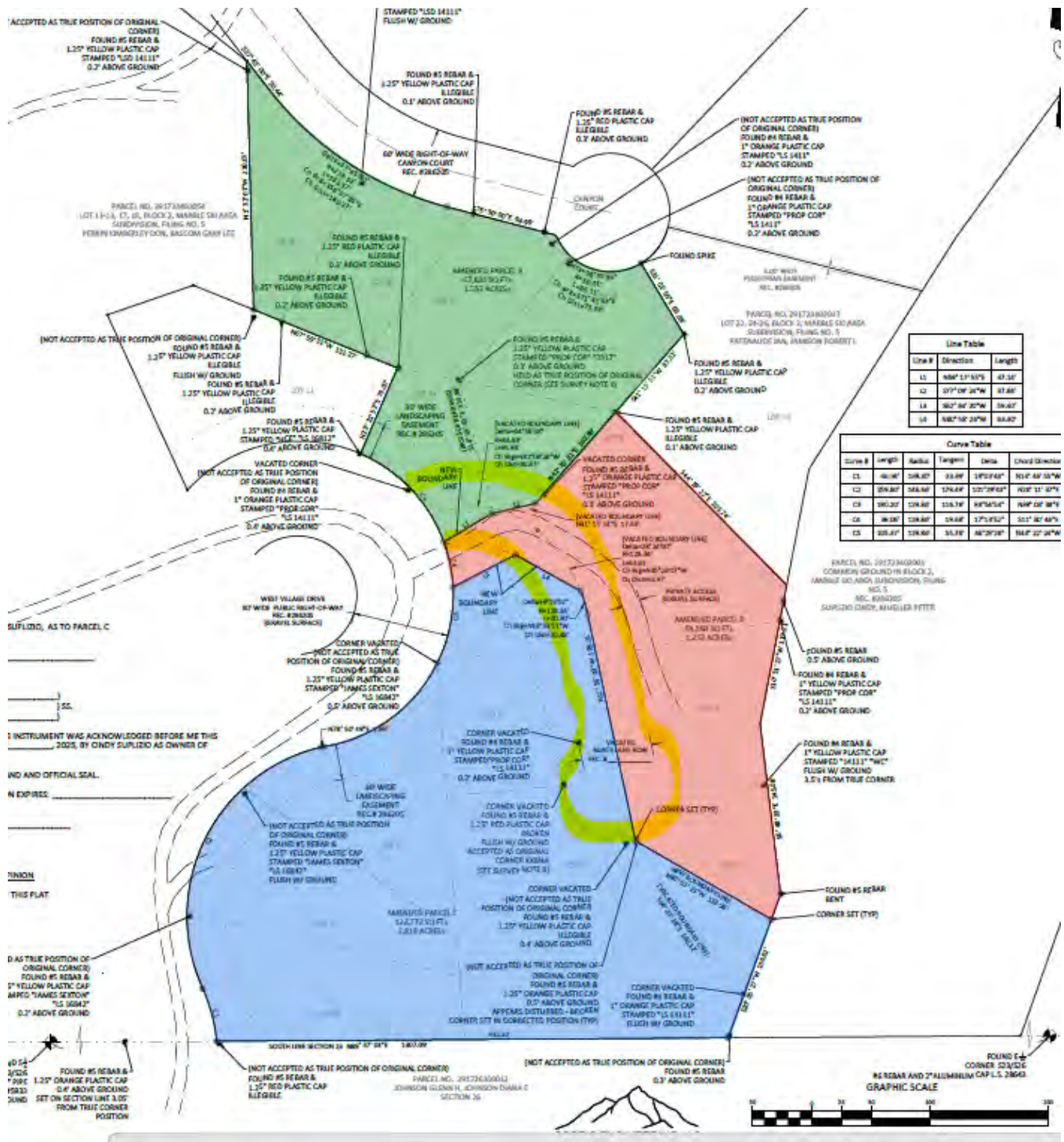
Based on the information available, Public Works is satisfied that the applicant has submitted a complete application and that the proposed Street Vacation will not limit current or future access to the parcels in this area. Based on the fact that the co-applicants own the property on either side of Agate Drive and currently have access to their properties from West Village Drive, Agate Drive does not present as a likely location for future road development.

Map Overview

Agate Drive as currently platted (highlighted in yellow)



Proposed Property Boundaries if Street Vacation Granted



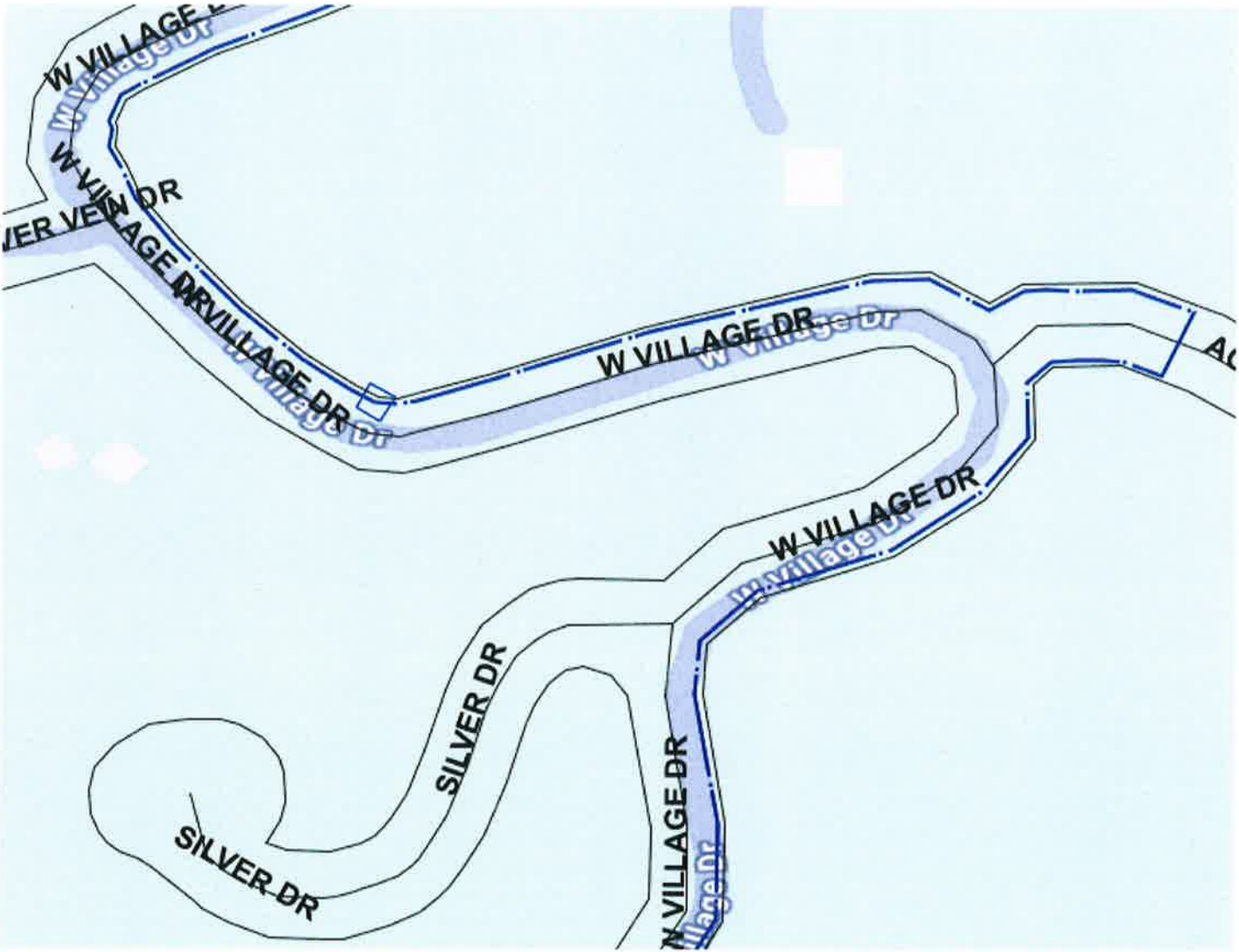
From: Sharpe, Jason <Jason.Sharpe@lumen.com>
Sent: Monday, January 5, 2026 5:07 PM
To: Chris Hill
Cc: Matthew Saulpaugh; Debbi Ferchau; Martin Schmidt
Subject: RE: Street Vacation - Utility Comment - Marble

Follow Up Flag:	Follow up
Flag Status:	Flagged

[EXTERNAL SENDER - USE CAUTION]

Hi Chris,

Below is a snippet of what I show on record for this location (blue line). The best solution would be having the existing copper cable located in the field to determine exactly where it is in reference to West Village Dr and Agate Dr.



Debbi Ferchau

From: Sharpe, Jason <Jason.Sharpe@lumen.com>
Sent: Monday, January 5, 2026 4:17 PM
To: Debbi Ferchau
Cc: Preston, Mark
Subject: FW: Street Vacation - Utility Comment - Marble
Attachments: 4708_001.pdf

[EXTERNAL SENDER - USE CAUTION]

Hi Debbi,

Lumen/CenturyLink has existing copper cable running along West Village Dr (crossing Agate Dr). If this customer would like to remove the ROW from Agate Dr, then they will be responsible to pay for the relocation of our facilities. Please let me know if you have any further questions.

Thanks,
Jason Sharpe
Senior Network Implementation Engineer
401 Sawatch Rd, Eagle, CO 81631
tel: 970.328.8290 | cell: 970.309.2973
Jason.Sharpe@Lumen.com

LUMEN*

From: Debbi Ferchau <DFerchau@gunnisoncounty.org>
Sent: Monday, January 5, 2026 2:43 PM
To: Preston, Mark <Mark.Preston@lumen.com>
Cc: Chris Hill <CHill@gunnisoncounty.org>; Matthew Saulpaugh <MSaulpaugh@gunnisoncounty.org>
Subject: Street Vacation - Utility Comment - Marble

Attached please find a memo, public hearing notice and map regarding a street vacation application for Marble, Colorado.

From: noreply-PW_PW@gunnisoncounty.org <noreply-PW_PW@gunnisoncounty.org>
Sent: Monday, January 5, 2026 2:08 PM
To: Debbi Ferchau <DFerchau@gunnisoncounty.org>
Subject: Scanned Document Attached

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you

Chris Hill

From: Chris Hill
Sent: Tuesday, January 6, 2026 9:12 AM
To: cindy.suplizio.vssa@gmail.com; judyfoxperry@gmail.com
Cc: Martin Schmidt; Debbi Ferchau; Matthew Saulpaugh; Rachael Blondy; Jason.Sharpe@lumen.com
Subject: Agate Drive Street Vacation-Utility Concern

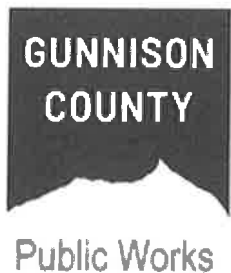
Hi Cindy and Judy,

We received a comment from Lumen that their records indicate that they have a utility line potentially located in Agate Drive (see information below). In this situation, the most common approach would be for the property owner to grant a utility easement.

My suggestion is that we proceed with the public hearing as scheduled, but the final approval would be delayed until the utility easement is complete and added to the applicable documents.

If that approach sounds good, my suggestion is to call in for utility locates (<https://www.colorado811.org/>) and document the location of the utilities so the easement can be created. You may also want to contact Jason Sharpe who notified us about the utility line and discuss the potential utility easement.

If you have any questions, feel free to contact me.



Chris Hill
Permit and Right of Way Manager
970-642-7371
chill@gunnisoncounty.org

0

Hi Chris,

Below is a snippet of what I show on record for this location (blue line). The best solution would be having the existing copper cable located in the field to determine exactly where it is in reference to West Village Dr and Agate Dr.

Street Vacation Comment Form

To: Rachael Blondy, Community Development
From: Gunnison County Public Works Department
Date: January 5, 2026
Subject: Request for a Street and Alley Vacation in Marble, CO – Suplizio-Perry-Mueller

Schedule: Public Works Department has scheduled with the Board of County Commissioners a public hearing: Tuesday, January 20, 2026 at 9:20 a.m.

Staff comments due January 12, 2026

1. What is the land use/road use history and pattern that will be affected by the proposed vacation? How?
 - a. Agate Drive is a platted but unconstructed public right-of-way and has never been used for public access or travel. The surrounding parcels are served by existing roads and private driveways. Vacating the right-of-way will not change existing land use or access patterns, as the road has never functioned as part of the public road network. Use of the area as a private driveway is consistent with current conditions and creates no impact.
2. Is this parcel in the LUR, building, or ISDS permitting process at this time?
 - a. Yes. Boundary Line Adjustment LUC-25-000024.
3. Has any LUR, building, or ISDS decision been made which affects, or will be affected by, this request?
 - a. LUC-25-00024 is scheduled after this item on January 20, 2025.
4. Should this be an LUC?
 - a. There is an associated Boundary Line Adjustment LUC-25-00024.
5. What public benefit or detriment will the proposed street vacation cause?
 - a. The proposed street vacation will not result in a public detriment, as the right-of-way has never been constructed or used for public travel.
6. Upon what should the proposed street vacation be conditioned? (e.g., lot cluster; retained easement)
 - a. The proposed street vacation should be conditioned on retaining any necessary utility or access easements.

Example Condition Language: Approval and recording of the road vacation is conditioned upon the execution of a utility easement concurrent with the road vacation recording.

7. Is there a legal reason the County should not or cannot grant the request?
- The proposed right-of-way vacation will comply with the Section 12-103.G standard of access upon approval of Land Use Case LUC-25-00024, which will be scheduled for BOCC once the road vacation is approved. That application includes a Boundary Line Adjustment and Lot Cluster that will ensure continuous legal access through Lots 3 and 4 to the 8.99 acres of Open Space*, and the vacation will not interfere with any public road or impair legal access to any existing parcel.

*The 8.99 acres of Open Space is the legal description of the now privately held parcel that was once common open space from the 1971 Marble Ski Area Filing 5 subdivision plat. It is owned by the same property owners as Lots 3 and 4, who are the applicants for this road vacation request.

8. Who else should be consulted before this matter goes to the Board of County Commissioners.
- n/a
9. What other data is required before this matter goes to the Board of County Commissioners.
- n/a
10. Are there any address concerns with this request?
- n/a

Other:

Please Initial:

R.B.

CERTIFICATE OF DEDICATION AND OWNERSHIP

THE UNDERSIGNED, BEING OWNERS IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN GUNNISON COUNTY, DESCRIBED AS FOLLOWS:

PROPERTY DESCRIPTION

PARCEL A
LOTS 10, 19-21 & 23, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5
REC. #286205 & #613449
AND A PORTION OF AGATE DR. ROW VACATED
REC. # _____

CONTAINING 67,119 sq.ft. OR 1.541 acres, MORE OR LESS

PARCEL B
LOTS 5, 6 & 9, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5
REC. #286205 & #613448
AND A PORTION OF AGATE DR. ROW VACATED
REC. # _____

CONTAINING 55, 260 OR 1.269 acres, MORE OR LESS

PARCEL C
LOTS 1-4 & 40, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5
REC. #286205 & #505088
AND A PORTION OF AGATE DR. ROW VACATED
REC. # _____

CONTAINING 122,772 sq.ft. OR 2.818 acres, MORE OR LESS

COUNTY OF GUNNISON
STATE OF COLORADO

HAS CAUSED THE DESCRIBED REAL PROPERTY TO BE SURVEYED, LAID OUT, PLATTED AND SUBDIVIDED AS SHOWN HEREON UNDER THE NAME AND STYLE OF BOUNDARY LINE ADJUSTMENT PLAT OF AGATE DRIVE PROPERTIES;

THE OWNERS DO HEREBY RE-STATE THAT 30' WIDE LANDSCAPING EASEMENT PREVIOUSLY DEDICATED ON THE MARBLE SKI AREA SUBDIVISION FINAL PLAT, RECEPTION NO. 286205.

EXECUTED THIS ____ DAY OF _____, A.D., 2025.

OWNER: WILLIAM K. PERRY, AS TO PARCELS A AND B

WILLIAM K. PERRY

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____, 2025, BY WILLIAM K. PERRY AS HIMSELF.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

OWNER: JUDY FOX PERRY, AS TO PARCELS A AND B

JUDY FOX PERRY

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____, 2025, BY JUDY FOX PERRY AS OWNER OF PARCELS A AND B.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

OWNER: PETER MUELLER, AS TO AMENDED PARCEL C

PETER MUELLER

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____, 2025, BY PETER MUELLER AS OWNER OF PARCEL C

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

FOUND S4 CORNER S23/S26 ALUMINUM CAP ON 2" PIPE STAMPED "LS #5933" 0.1' ABOVE GROUND

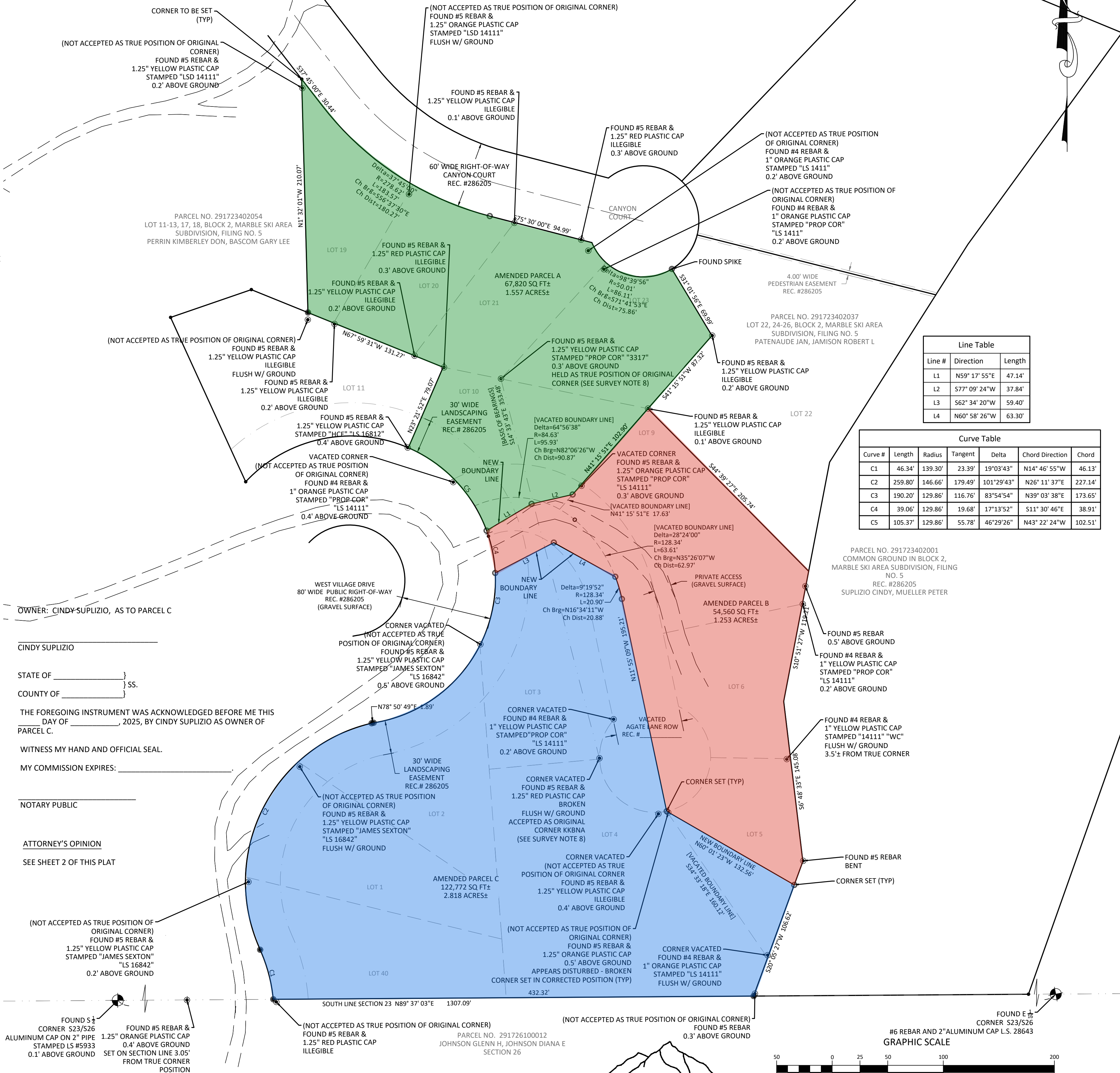
FOUND #5 REBAR & 1.25" ORANGE PLASTIC CAP STAMPED "JAMES SEXTON" 0.4' ABOVE GROUND SET ON SECTION LINE 3.05' FROM TRUE CORNER POSITION

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

BOUNDARY LINE ADJUSTMENT PLAT OF:
AGATE DRIVE PROPERTIES

SITUATE IN THE SOUTH $\frac{1}{2}$ OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH P.M.,
COUNTY OF GUNNISON, STATE OF COLORADO
SHEET 1 OF 2

THE PURPOSE OF THIS PLAT IS TO ADJUST THE BOUNDARY LINES BETWEEN THE PARCELS AS SHOWN



Line Table		
Line #	Direction	Length
L1	N59° 17' 55"E	47.14'
L2	S77° 09' 24"W	37.84'
L3	S62° 34' 20"W	59.40'
L4	N60° 58' 26"W	63.30'

Curve Table					
Curve #	Length	Radius	Tangent	Delta	Chord Direction
C1	46.34'	139.30'	23.39'	19°03'43"	N14° 46' 55"W
C2	259.80'	146.66'	179.49'	101°29'43"	N26° 11' 37"E
C3	190.20'	129.86'	116.76'	83°54'54"	N39° 03' 38"E
C4	39.06'	129.86'	19.68'	17°13'52"	S11° 30' 46"E
C5	105.37'	129.86'	55.78'	46°29'26"	N43° 22' 24"W

PARCEL NO. 291723402001
COMMON GROUND IN BLOCK 2,
MARBLE SKI AREA SUBDIVISION, FILING
NO. 5
REC. #286205
SUPLIZIO CINDY, MUELLER PETER

FOUND #5 REBAR
0.5' ABOVE GROUND

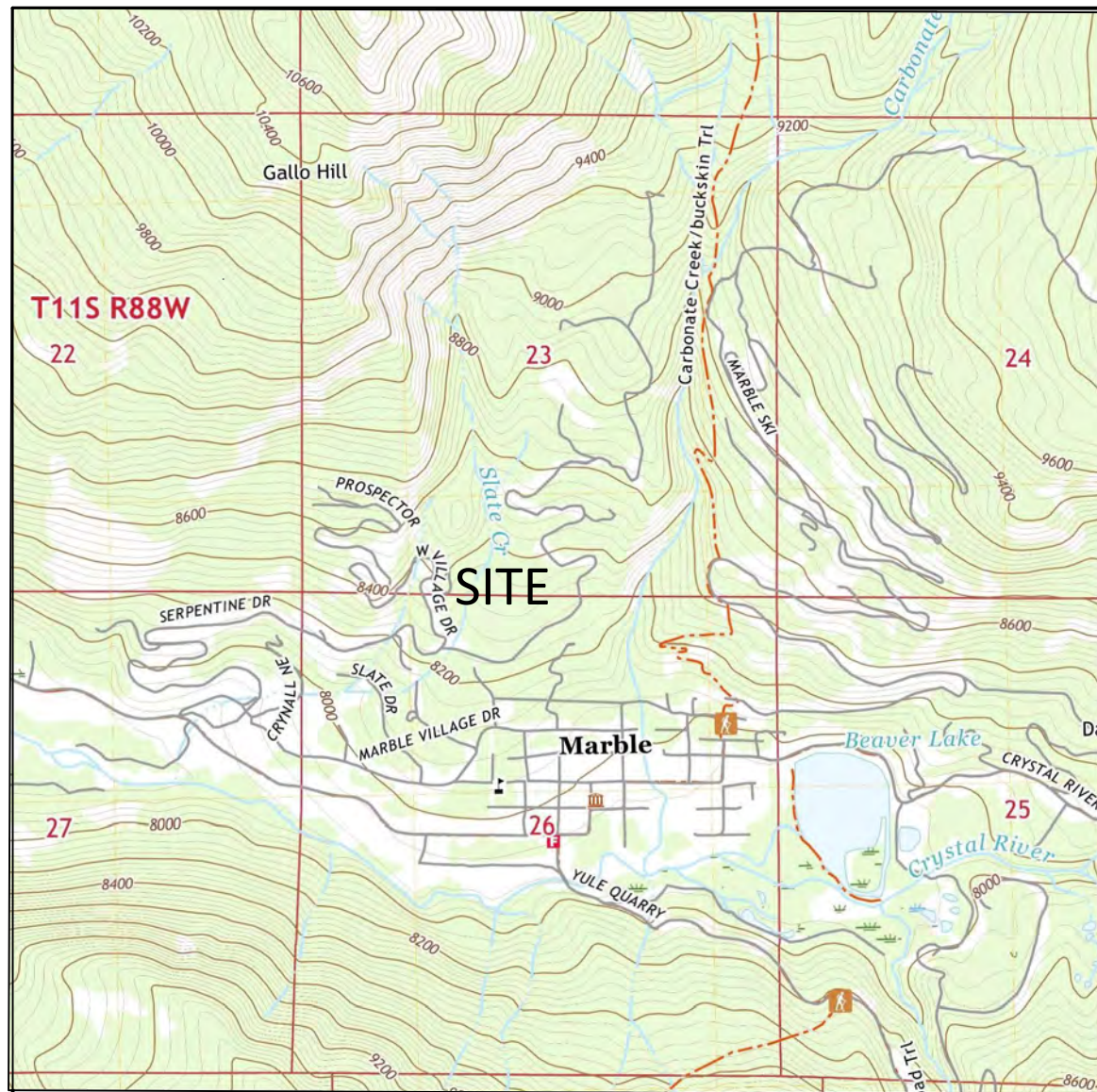
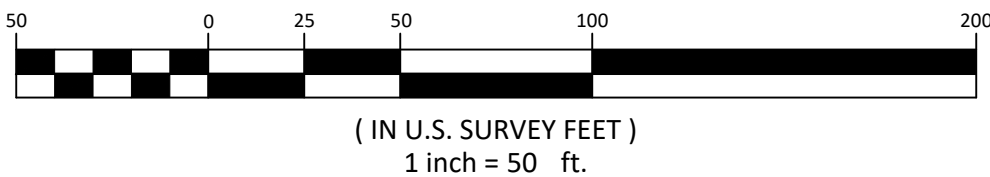
FOUND #4 REBAR &
1" YELLOW PLASTIC CAP
STAMPED "PROP COR"
"LS 14111"
0.2' ABOVE GROUND

FOUND #4 REBAR &
1" YELLOW PLASTIC CAP
STAMPED "14111" "WC"
FLUSH W/ GROUND
3.5' FROM TRUE CORNER

FOUND #5 REBAR
BENT

CORNER SET (TYP)

FOUND E+ CORNER S23/S26
#6 REBAR AND 2" ALUMINUM CAP L.S. 28643



VICINITY MAP
SCALE: 1" = 200'

SURVEY NOTES

- DATE OF FIELD WORK: MAY AND JUNE 2025
- DATE OF PREPARATION: AUGUST AND NOVEMBER 2025
- BASIS OF BEARING: ALL BEARINGS HEREIN RELATIVE TO A RECORD BEARING OF S.14°33'43"E. BETWEEN THE FOUND REBAR AND RED PLASTIC CAP STAMPED PLS #3317 (MARKING THE CORNER COMMON TO LOTS 10, 21, AND 23 OF SAID MARBLE SKI AREA) AND THE FOUND REBAR AND RED PLASTIC CAP ILLIGIBLE (MARKING THE CORNER COMMON TO LOTS 3, 4 AND AGATE DRIVE RIGHT OF WAY OF SAID MARBLE SKI AREA (VACATED BY SEPARATE INSTRUMENT). SEE NOTE 8 REGARDING FOUND CORNERS.
- BASIS OF SURVEY: PLAT OF MARBLE SKI AREA FILING NO. 5, RECORDED OCTOBER 4, 1971 AS RECEPTION NO. 286205; VARIOUS RECORDED DOCUMENTS AND THE FOUND SURVEY MONUMENTS, AS SHOWN HEREON.
- ALL REFERENCES TO RECORDED INSTRUMENTS ARE INSTRUMENTS FILED IN THE GUNNISON COUNTY CLERK AND RECORDER'S OFFICE, UNLESS OTHERWISE NOTED.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY AND/OR TITLE OF RECORD SE RELIED UPON THE ABOVE SAID DOCUMENTS DESCRIBED IN NOTE 4 AND THOSE TITLE COMMITMENTS PREPARED BY LAND TITLE GUARANTEE COMPANY UNDER ORDER NO. GUR88008429, EFFECTIVE DATE OCTOBER 10, 2025 (AS TO PARCEL C), ORDER NO. GUR88008430, EFFECTIVE DATE OCTOBER 10, 2025 (AS TO PARCEL B), AND ORDER NO. GUR88008431, EFFECTIVE DATE OCTOBER 10, 2025 (AS TO PARCEL A).
- NO UNDERGROUND UTILITY LOCATES WERE PERFORMED AS A PART OF THIS SURVEY.
- CORNERS ACCEPTED (AND NOT ACCEPTED):** IN RETRACING THE SUBJECT PROPERTY BOUNDARY, SE RELIED ON THE PLAT OF MARBLE SKI AREA FILING NO. 5, RECORDED OCTOBER 4, 1971 AS RECEPTION NO. 286205, THE SOUTH LINE OF SECTION 23, MONUMENTED BY FOUND ORIGINAL SECTION CORNER MONUMENTATION, AND A FEW FOUND PRIVATE SURVEYOR MONUMENTS, MARKED AS SHOWN HEREON. SAID MARBLE SKI AREA PLAT WAS CERTIFIED BY LEROY E. TOBLER, PLS #5447, WORKING FOR KKBNA. SE FOUND ONE KKBNA CAP, STAMPED BY PLS #3317 (ROBERT DALE SCARROW), WHO WOULD HAVE BEEN ANOTHER SURVEYOR IN THE SAME COMPANY. IN A DILIGENT SEARCH OF THE SUBJECT PROPERTY BOUNDARIES, NO CORNERS WITH THE ORIGINAL SURVEYOR'S #5447 WERE FOUND. MANY, MANY PRIVATE SURVEYOR MONUMENTS WERE FOUND, AS SHOWN HEREON, SOME OF WHICH DO NOT APPEAR TO BE SET WITH ENOUGH DILIGENCE TO ACCEPT AS THE TRUE BOUNDARY CORNERS (SHOWN AS "NOT ACCEPTED..."). AFTER CAREFUL ANALYSIS, SE FOUND THE BEST EVIDENCE OF THE ORIGINAL TRUE CORNER POSITIONS, AMONG ALL OF THE FOUND MONUMENTS, WOULD BE THE FOUND CORNERS SET BY THE ORIGINAL ENGINEERING COMPANY, ESTABLISHING A BASIS OF BEARING BETWEEN THE FOUND REBAR AND RED PLASTIC CAP STAMPED PLS #3317 (MARKING THE CORNER COMMON TO LOTS 10, 21, AND 23 OF SAID MARBLE SKI AREA) AND THE FOUND REBAR AND RED PLASTIC CAP ILLIGIBLE (MARKING THE CORNER COMMON TO LOTS 3, 4 AND AGATE DRIVE RIGHT OF WAY OF SAID MARBLE SKI AREA (VACATED BY THIS PLAT)), AS SHOWN HEREON. FOUND CORNERS HAVE BEEN SET IN STEEP, REMOTE, MOUNTAINOUS TERRAIN AND MEASUREMENTS TAKEN AT ANY TIME ARE CONSIDERED TO HAVE A TOLERANCE OF 0.5', MORE OR LESS.
- INDICATES CORNER SET PER THIS PLAT: NO. 5 REBAR, 18" LONG, WITH 1.25" ORANGE PLASTIC CAP STAMPED PLS 38427 (TYP), EXCEPT WHERE NOTED.
- LINEAL FOOT: THE LINEAL UNIT USED IN THE PREPARATION OF THIS MAP IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

SURVEYOR'S CERTIFICATE

I, LINDA CATHERINE LOVE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE BOUNDARY LINE ADJUSTMENT OF THE SUBJECT PROPERTIES, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE PARCELS OF SAID BOUNDARY LINE ADJUSTMENT. THE BASIS OF BEARINGS FOR THIS PLAT IS A RECORD BEARING OF S.14°33'43"E. FROM THE FOUND NO. 5 REBAR AND 1.25" YELLOW PLASTIC CAP MONUMENTING AN ANGLE POINT ON THE NORTHERLY BOUNDARY LINE OF LOT 10, MARBLE SKI AREA SUBDIVISION, FILING NO. 5, TO THE FOUND NO. 5 REBAR AND 1.25" YELLOW PLASTIC CAP MONUMENTING THE SOUTHEAST CORNER OF LOT 3 OF SAID MARBLE SKI AREA SUBDIVISION, FILING NO. 5, AS SHOWN HEREON.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____ A.D., 2025.

L. CATHERINE LOVE PLS #38427

BOARD OF COUNTY COMMISSIONERS' APPROVAL

THE WITHIN PLAT OF THE BOUNDARY LINE ADJUSTMENT OF AGATE LANE PROPERTIES 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 _____, 20____, DEPOSIT NUMBER ____ TME _____, DATE _____.

GUNNISON COUNTY CLERK AND RECORDER

33114.01 11/3/2025 CL G:\2025\35001 AGATE DRIVE\SURVEY\SURVEY DWG\5\SURVEY PLOTS\PLATS\2025\35001_BLA.SHL.DWG

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704-0311 • soprisengineering.com

BOUNDARY LINE ADJUSTMENT PLAT OF:
AGATE DRIVE PROPERTIES

SITUATE IN THE SOUTH $\frac{1}{2}$ OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6th P.M.,
COUNTY OF GUNNISON, STATE OF COLORADO
SHEET 2 OF 2
CERTIFICATES OF ATTORNEY'S OPINION

ATTORNEY'S OPINION:

PARCEL A
LOTS 10, 19-21 & 23, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5, COUNTY OF GUNNISON, STATE OF COLORADO.
REC. #286205 & #613449
PERRY WILLIAM K., FOX-PERRY JUDY

Attorney's Opinion: I, Daniel P. Spivey, being an attorney-at-law duly licensed to practice before courts of record in the State of Colorado, do hereby certify that I have examined the title to all lands herein shown as Parcel A on this plat and title to such lands is in Judy Fox-Perry and William K. Perry free and clear of all liens, taxes and encumbrances, except as follows:

- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- Any and all matters not of the public record and not otherwise shown or otherwise identified on this plat.
- Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 13, 1894 in Book 101 at Page 121.
- Terms, conditions, provisions, burdens, reservations, obligations and easements as set forth in instruments recorded May 17, 1951 in Book 269 at Page 393 and at Page 395; and in Deed recorded March 16, 1953 in Book 269 at Page 474.
- Terms, conditions, provisions, restrictions, burdens, obligations, minerals, mineral rights and easements as set forth in Deed recorded February 17, 1956 in Book 292 at Page 234.
- Reservation of oil, gas and other hydrocarbons, and all associated substances and other minerals of every kind and character in instrument recorded March 26, 1956 in Book 294 at Page 468.
- Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Marble Ski Area, Filing 5 recorded October 04, 1971 under Reception No. 286205.
- 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 Master Declaration of Protective Covenants for Marble Ski Area, Inc. recorded June 21, 1971, in Book 429 at Page 32; and in Supplemental Declaration for Marble Ski Area Filing 5 recorded April 6, 1973 in Book 451 at Page 365.
- Terms, conditions and provisions of Resolution Regarding Temporary Regulation of Residential Development in Marble Ski Area recorded February 28, 1995 in Book 760 at Page 532; and recorded March 1, 1995 in Book 760 at Page 598.
- Terms, conditions and provisions of Board of County Commissioners of Gunnison County Resolution No. 97-28 Amending the Gunnison County Individual Sewage Disposal System Regulations to Establish a Marble Individual Sewage Disposal System District recorded June 05, 1997 at Reception No. 476029 and re-recorded June 9, 1997 under Reception No. 476109.
- Terms, conditions and provisions of Stipulation recorded October 17, 2006 under Reception No. 570126.
- The effect of Resolution No. 11-22, approving road name changes in the Marble Area recorded May 18, 2011 under Reception No. 605655.
- Terms, conditions, provisions, burdens and obligations as set forth in Lot Cluster Agreement and Declaration recorded June 11, 2012 under Reception No. 613449.
- All matters shown on this plat.

Dated this _____ day of _____, 2025.

Daniel P. Spivey, Attorney-at-law
Supreme Court Registration No. 41504
For and on behalf of Law of the Rockies, LLC
525 N. Main St., Gunnison, CO 81230

ATTORNEY'S OPINION:

PARCEL B
LOTS 5, 6 & 9, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5, COUNTY OF GUNNISON, STATE OF COLORADO.
REC. #286205 & #613448
FOX-PERRY JUDY, PERRY WILLIAM K.

Attorney's Opinion: I, Daniel P. Spivey, being an attorney-at-law duly licensed to practice before courts of record in the State of Colorado, do hereby certify that I have examined the title to all lands herein shown as Parcel B on this plat and title to such lands is in Judy Fox-Perry and William K. Perry free and clear of all liens, taxes and encumbrances, except as follows:

- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- Any and all matters not of the public record and not otherwise shown or otherwise identified on this plat.
- Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 13, 1894 in Book 101 at Page 121.
- Terms, conditions, provisions, burdens, reservations, obligations and easements as set forth in instruments recorded May 17, 1951 in Book 269 at Page 393 and at Page 395; and in Deed recorded March 16, 1953 in Book 269 at Page 474.
- Terms, conditions, provisions, restrictions, burdens, obligations, minerals, mineral rights and easements as set forth in Deed recorded February 17, 1956 in Book 292 at Page 234.
- Reservation of oil, gas and other hydrocarbons, and all associated substances and other minerals of every kind and character in instrument recorded March 26, 1956 in Book 294 at Page 468.
- Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Marble Ski Area, Filing 5 recorded October 04, 1971 under Reception No. 286205.
- 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 Master Declaration of Protective Covenants for Marble Ski Area, Inc. recorded June 21, 1971, in Book 429 at Page 32; and in Supplemental Declaration for Marble Ski Area Filing 5 recorded April 6, 1973 in Book 451 at Page 365.
- Terms, conditions and provisions of Resolution Regarding Temporary Regulation of Residential Development in Marble Ski Area recorded February 28, 1995 in Book 760 at Page 532; and recorded March 1, 1995 in Book 760 at Page 598.
- Terms, conditions and provisions of Board of County Commissioners of Gunnison County Resolution No. 97-28 Amending the Gunnison County Individual Sewage Disposal System Regulations to Establish a Marble Individual Sewage Disposal System District recorded June 05, 1997 at Reception No. 476029 and re-recorded June 9, 1997 under Reception No. 476109.
- Terms, conditions and provisions of Stipulation recorded October 17, 2006 under Reception No. 570126.
- The effect of Resolution No. 11-22, approving road name changes in the Marble Area recorded May 18, 2011 under Reception No. 605655.
- Terms, conditions, provisions, burdens and obligations as set forth in Lot Cluster Agreement and Declaration recorded June 11, 2012 under Reception No. 613448.
- All matters shown on this plat.

Dated this _____ day of _____, 2025.

Daniel P. Spivey, Attorney-at-law
Supreme Court Registration No. 41504
For and on behalf of Law of the Rockies, LLC
525 N. Main St., Gunnison, CO 81230

ATTORNEY'S OPINION:

PARCEL C
LOTS 1-4 & 40, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5, COUNTY OF GUNNISON, STATE OF COLORADO.
REC. #286205 & #505088
MUELLER PETER, SUPLIZIO CINDY

Attorney's Opinion: I, Daniel P. Spivey, being an attorney-at-law duly licensed to practice before courts of record in the State of Colorado, do hereby certify that I have examined the title to all lands herein shown as Parcel C on this plat and title to such lands is in Peter Mueller and Cindy Suplizio free and clear of all liens, taxes and encumbrances, except as follows:

- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- Any and all matters not of the public record and not otherwise shown or otherwise identified on this plat.
- Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 13, 1894 in Book 101 at Page 121.
- Terms, conditions, provisions, burdens, reservations, obligations and easements as set forth in instruments recorded May 17, 1951 in Book 269 at Page 393 and at Page 395; and in Deed recorded March 16, 1953 in Book 269 at Page 474.
- Terms, conditions, provisions, restrictions, burdens, obligations, minerals, mineral rights and easements as set forth in Deed recorded February 17, 1956 in Book 292 at Page 234.
- Reservation of oil, gas and other hydrocarbons, and all associated substances and other minerals of every kind and character in instrument recorded March 26, 1956 in Book 294 at Page 468.
- Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Marble Ski Area, Filing 5 recorded October 04, 1971 under Reception No. 286205.
- 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 Master Declaration of Protective Covenants for Marble Ski Area, Inc. recorded June 21, 1971, in Book 429 at Page 32; and in Supplemental Declaration for Marble Ski Area Filing 5 recorded April 6, 1973 in Book 451 at Page 365.
- Terms, conditions and provisions of Resolution Regarding Temporary Regulation of Residential Development in Marble Ski Area recorded February 28, 1995 in Book 760 at Page 532; and recorded March 1, 1995 in Book 760 at Page 598.
- Terms, conditions and provisions of Board of County Commissioners of Gunnison County Resolution No. 97-28 Amending the Gunnison County Individual Sewage Disposal System Regulations to Establish a Marble Individual Sewage Disposal System District recorded June 05, 1997 at Reception No. 476029 and re-recorded June 9, 1997 under Reception No. 476109.
- Terms, conditions, provisions, burdens and obligations as set forth in Lot Cluster Agreement and Declaration recorded September 13, 2000 under Reception No. 505088.
- Terms, conditions, provisions, burdens and obligations as set forth in Quit Claim Deed recorded September 13, 2000 under Reception No. 505090 and in letter recorded September 13, 2000 under Reception No. 505089.
- Terms, conditions and provisions of Stipulation recorded October 17, 2006 under Reception No. 570126.
- The effect of Resolution No. 11-22, approving road name changes in the Marble Area recorded May 18, 2011 under Reception No. 605655.
- Terms, conditions and provisions of Certificate of Administrative Review recorded July 14, 2015 under Reception No. 634065.
- All matters shown on this plat.

Dated this _____ day of _____, 2025.

Daniel P. Spivey, Attorney-at-law
Supreme Court Registration No. 41504
For and on behalf of Law of the Rockies, LLC
525 N. Main St., Gunnison, CO 81230

CERTIFICATE OF DEDICATION AND OWNERSHIP

THE UNDERSIGNED, BEING OWNERS IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN GUNNISON COUNTY, DESCRIBED AS FOLLOWS:

PROPERTY DESCRIPTION

PARCEL A
LOTS 10, 19-21 & 23, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5
REC. #286205 & #613449
AND A PORTION OF AGATE DR. ROW VACATED
REC. # _____

CONTAINING 67,119 sq.ft. OR 1.541 acres, MORE OR LESS

PARCEL B
LOTS 5, 6 & 9, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5
REC. #286205 & #613448
AND A PORTION OF AGATE DR. ROW VACATED
REC. # _____

CONTAINING 55, 260 OR 1.269 acres, MORE OR LESS

PARCEL C
LOTS 1-4 & 40, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5
REC. #286205 & #505088
AND A PORTION OF AGATE DR. ROW VACATED
REC. # _____

CONTAINING 122,772 sq.ft. OR 2.818 acres, MORE OR LESS

COUNTY OF GUNNISON
STATE OF COLORADO

HAS CAUSED THE DESCRIBED REAL PROPERTY TO BE SURVEYED, LAID OUT, PLATTED AND SUBDIVIDED AS SHOWN HEREON UNDER THE NAME AND STYLE OF BOUNDARY LINE ADJUSTMENT PLAT OF AGATE DRIVE PROPERTIES;

THE OWNERS DO HEREBY RE-STATE THAT 30' WIDE LANDSCAPING EASEMENT PREVIOUSLY DEDICATED ON THE MARBLE SKI AREA SUBDIVISION FINAL PLAT, RECEPTION NO. 286205.

EXECUTED THIS ____ DAY OF _____, A.D., 2025.

OWNER: WILLIAM K. PERRY, AS TO PARCELS A AND B

WILLIAM K. PERRY

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____, 2025, BY WILLIAM K. PERRY AS HIMSELF.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

OWNER: JUDY FOX PERRY, AS TO PARCELS A AND B

JUDY FOX PERRY

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____, 2025, BY JUDY FOX PERRY AS OWNER OF PARCELS A AND B.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

OWNER: PETER MUELLER, AS TO AMENDED PARCEL C

PETER MUELLER

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____, 2025, BY PETER MUELLER AS OWNER OF PARCEL C

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

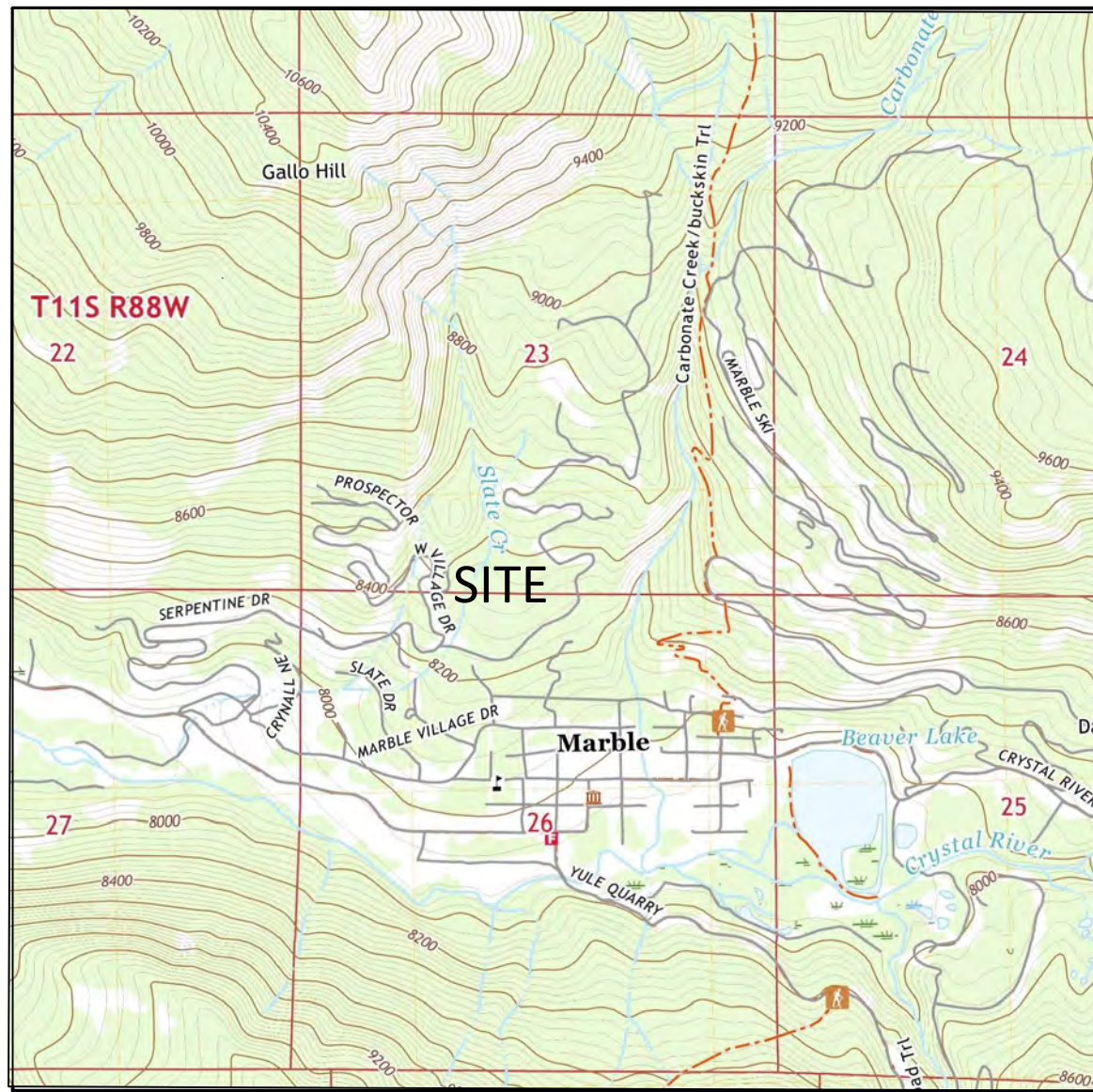
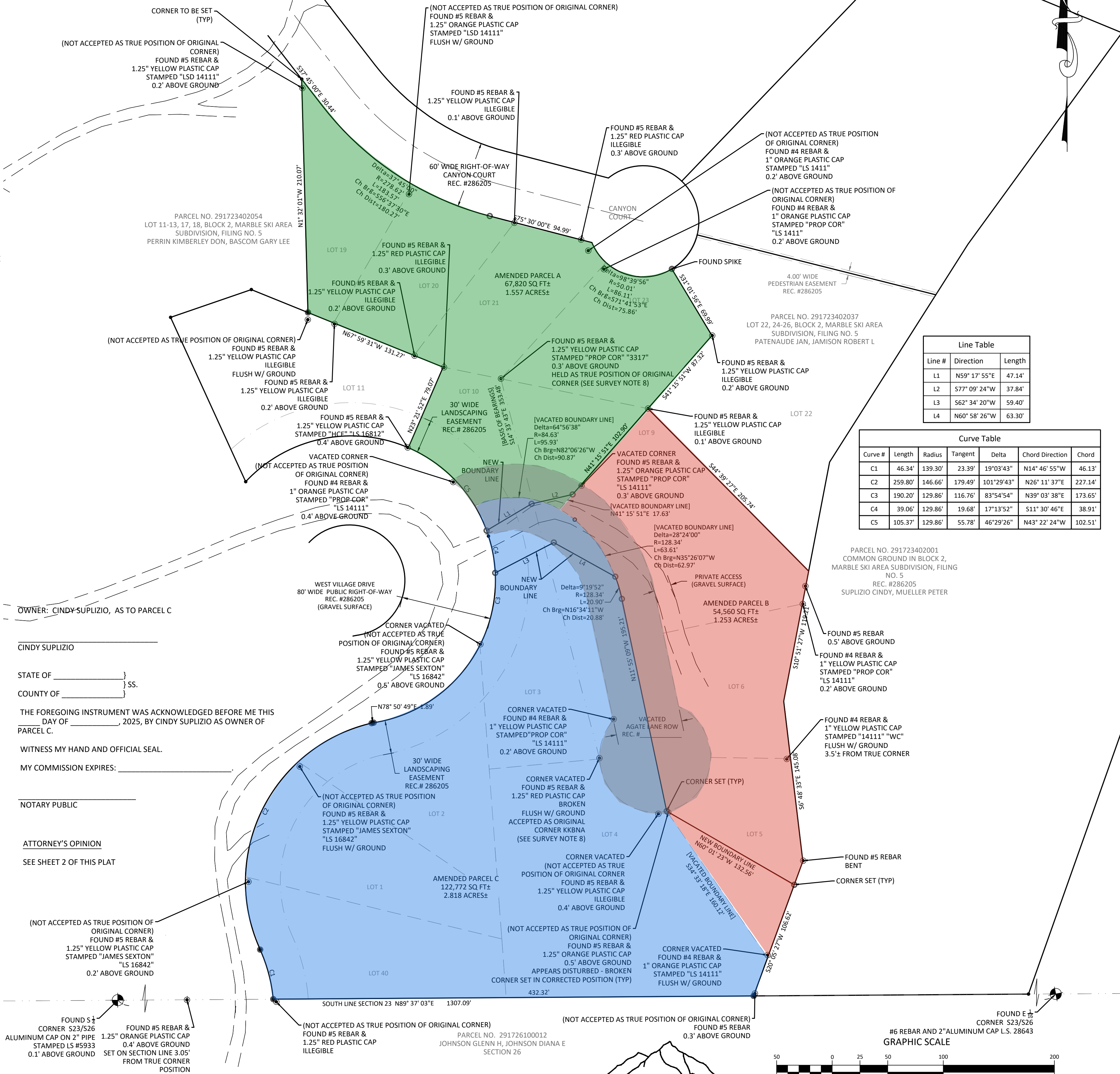
OWNER: JUDY FOX PERRY, AS TO PARCELS A AND B

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

BOUNDARY LINE ADJUSTMENT PLAT OF:
AGATE DRIVE PROPERTIES

SITUATE IN THE SOUTH $\frac{1}{2}$ OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH P.M.,
COUNTY OF GUNNISON, STATE OF COLORADO
SHEET 1 OF 2

THE PURPOSE OF THIS PLAT IS TO ADJUST THE BOUNDARY LINES BETWEEN THE PARCELS AS SHOWN



SURVEY NOTES

- DATE OF FIELD WORK: MAY AND JUNE 2025
- DATE OF PREPARATION: AUGUST AND NOVEMBER 2025
- BASIS OF BEARING: ALL BEARINGS HEREIN RELATIVE TO A RECORD BEARING OF S.14°33'43"E. BETWEEN THE FOUND REBAR AND RED PLASTIC CAP STAMPED PLS #3317 (MARKING THE CORNER COMMON TO LOTS 10, 21, AND 23 OF SAID MARBLE SKI AREA) AND THE FOUND REBAR AND RED PLASTIC CAP ILLIGIBLE (MARKING THE CORNER COMMON TO LOTS 3, 4 AND AGATE DRIVE RIGHT OF WAY OF SAID MARBLE SKI AREA (VACATED BY SEPARATE INSTRUMENT). SEE NOTE 8 REGARDING FOUND CORNERS.
- BASIS OF SURVEY: PLAT OF MARBLE SKI AREA FILING NO. 5, RECORDED OCTOBER 4, 1971 AS RECEPTION NO. 286205; VARIOUS RECORDED DOCUMENTS AND THE FOUND SURVEY MONUMENTS, AS SHOWN HEREON.
- ALL REFERENCES TO RECORDED INSTRUMENTS ARE INSTRUMENTS FILED IN THE GUNNISON COUNTY CLERK AND RECORDER'S OFFICE, UNLESS OTHERWISE NOTED.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY AND/OR TITLE OF RECORD SE RELIED UPON THE ABOVE SAID DOCUMENTS DESCRIBED IN NOTE 4 AND THOSE TITLE COMMITMENTS PREPARED BY LAND TITLE GUARANTEE COMPANY UNDER ORDER NO. GUR88008429, EFFECTIVE DATE OCTOBER 10, 2025 (AS TO PARCEL C), ORDER NO. GUR88008430, EFFECTIVE DATE OCTOBER 10, 2025 (AS TO PARCEL B), AND ORDER NO. GUR88008431, EFFECTIVE DATE OCTOBER 10, 2025 (AS TO PARCEL A).
- NO UNDERGROUND UTILITY LOCATES WERE PERFORMED AS A PART OF THIS SURVEY.
- CORNERS ACCEPTED (AND NOT ACCEPTED):** IN RETRACING THE SUBJECT PROPERTY BOUNDARY, SE RELIED ON THE PLAT OF MARBLE SKI AREA FILING NO. 5, RECORDED OCTOBER 4, 1971 AS RECEPTION NO. 286205, THE SOUTH LINE OF SECTION 23, MONUMENTED BY FOUND ORIGINAL SECTION CORNER MONUMENTATION, AND A FEW FOUND PRIVATE SURVEYOR MONUMENTS, MARKED AS SHOWN HEREON. SAID MARBLE SKI AREA PLAT WAS CERTIFIED BY LEROY E. TOBLER, PLS #5447, WORKING FOR KKBNA. SE FOUND ONE KKBNA CAP, STAMPED BY PLS #3317 (ROBERT DALE SCARROW), WHO WOULD HAVE BEEN ANOTHER SURVEYOR IN THE SAME COMPANY. IN A DILIGENT SEARCH OF THE SUBJECT PROPERTY BOUNDARIES, NO CORNERS WITH THE ORIGINAL SURVEYOR'S #5447 WERE FOUND. MANY, MANY PRIVATE SURVEYOR MONUMENTS WERE FOUND, AS SHOWN HEREON, SOME OF WHICH DO NOT APPEAR TO BE SET WITH ENOUGH DILIGENCE TO ACCEPT AS THE TRUE BOUNDARY CORNERS (SHOWN AS "NOT ACCEPTED..."). AFTER CAREFUL ANALYSIS, SE FOUND THE BEST EVIDENCE OF THE ORIGINAL TRUE CORNER POSITIONS, AMONG ALL OF THE FOUND MONUMENTS, WOULD BE THE FOUND CORNERS SET BY THE ORIGINAL ENGINEERING COMPANY, ESTABLISHING A BASIS OF BEARING BETWEEN THE FOUND REBAR AND RED PLASTIC CAP STAMPED PLS #3317 (MARKING THE CORNER COMMON TO LOTS 10, 21, AND 23 OF SAID MARBLE SKI AREA) AND THE FOUND REBAR AND RED PLASTIC CAP ILLIGIBLE (MARKING THE CORNER COMMON TO LOTS 3, 4 AND AGATE DRIVE RIGHT OF WAY OF SAID MARBLE SKI AREA (VACATED BY THIS PLAT)), AS SHOWN HEREON. FOUND CORNERS HAVE BEEN SET IN STEEP, REMOTE, MOUNTAINOUS TERRAIN AND MEASUREMENTS TAKEN AT ANY TIME ARE CONSIDERED TO HAVE A TOLERANCE OF 0.5', MORE OR LESS.
- INDICATES CORNER SET PER THIS PLAT: NO. 5 REBAR, 18" LONG, WITH 1.25" ORANGE PLASTIC CAP STAMPED PLS 38427 (TYP), EXCEPT WHERE NOTED.
- LINEAL FOOT: THE LINEAL UNIT USED IN THE PREPARATION OF THIS MAP IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

SURVEYOR'S CERTIFICATE

I, LINDA CATHERINE LOVE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE BOUNDARY LINE ADJUSTMENT OF THE SUBJECT PROPERTIES, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE PARCELS OF SAID BOUNDARY LINE ADJUSTMENT. THE BASIS OF BEARINGS FOR THIS PLAT IS A RECORD BEARING OF S.14°33'43"E. FROM THE FOUND NO. 5 REBAR AND 1.25" YELLOW PLASTIC CAP MONUMENTING AN ANGLE POINT ON THE NORTHERLY BOUNDARY LINE OF LOT 10, MARBLE SKI AREA SUBDIVISION, FILING NO. 5, TO THE FOUND NO. 5 REBAR AND 1.25" YELLOW PLASTIC CAP MONUMENTING THE SOUTHEAST CORNER OF LOT 3 OF SAID MARBLE SKI AREA SUBDIVISION, FILING NO. 5, AS SHOWN HEREON.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS ____ DAY OF _____, A.D., 2025.

L. CATHERINE LOVE PLS #38427

BOARD OF COUNTY COMMISSIONERS' APPROVAL

THE WITHIN PLAT OF THE BOUNDARY LINE ADJUSTMENT OF AGATE LANE PROPERTIES IS APPROVED THIS ____ DAY OF _____, A.D. 2025,

CHAIRPERSON, GUNNISON COUNTY BOARD OF COMMISSIONERS

ATTEST:

GUNNISON COUNTY CLERK AND RECORDER

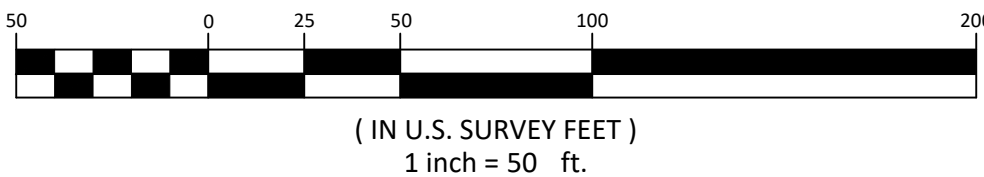
GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

THIS SURVEY WAS ACCEPTED FOR DEPOSIT IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO, ON THIS ____ DAY OF _____, 20____, DEPOSIT NUMBER _____. TIME _____, DATE _____.

GUNNISON COUNTY CLERK AND RECORDER

33114.01 11/3/2025 CL G:\2025\35001 AGATE DRIVE\SURVEY\SURVEY DWGS\SURVEY PLOTS\PLATS\2025\35001_BLA.SHL.DWG

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704-0311 • soprisengineering.com



BOUNDARY LINE ADJUSTMENT PLAT OF:
AGATE DRIVE PROPERTIES

SITUATE IN THE SOUTH $\frac{1}{2}$ OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6th P.M.,
COUNTY OF GUNNISON, STATE OF COLORADO
SHEET 2 OF 2
CERTIFICATES OF ATTORNEY'S OPINION

ATTORNEY'S OPINION:

PARCEL A
LOTS 10, 19-21 & 23, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5, COUNTY OF GUNNISON, STATE OF COLORADO.
REC. #286205 & #613449
PERRY WILLIAM K., FOX-PERRY JUDY

Attorney's Opinion: I, Daniel P. Spivey, being an attorney-at-law duly licensed to practice before courts of record in the State of Colorado, do hereby certify that I have examined the title to all lands herein shown as Parcel A on this plat and title to such lands is in Judy Fox-Perry and William K. Perry free and clear of all liens, taxes and encumbrances, except as follows:

- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- Any and all matters not of the public record and not otherwise shown or otherwise identified on this plat.
- Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 13, 1894 in Book 101 at Page 121.
- Terms, conditions, provisions, burdens, reservations, obligations and easements as set forth in instruments recorded May 17, 1951 in Book 269 at Page 393 and at Page 395; and in Deed recorded March 16, 1953 in Book 269 at Page 474.
- Terms, conditions, provisions, restrictions, burdens, obligations, minerals, mineral rights and easements as set forth in Deed recorded February 17, 1956 in Book 292 at Page 234.
- Reservation of oil, gas and other hydrocarbons, and all associated substances and other minerals of every kind and character in instrument recorded March 26, 1956 in Book 294 at Page 468.
- Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Marble Ski Area, Filing 5 recorded October 04, 1971 under Reception No. 286205.
- Restrictive covenants which do not contain a forfeiture or revertter 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 Master Declaration of Protective Covenants for Marble Ski Area, Inc. recorded June 21, 1971, in Book 429 at Page 32; and in Supplemental Declaration for Marble Ski Area Filing 5 recorded April 6, 1973 in Book 451 at Page 365.
- Terms, conditions and provisions of Resolution Regarding Temporary Regulation of Residential Development in Marble Ski Area recorded February 28, 1995 in Book 760 at Page 532; and recorded March 1, 1995 in Book 760 at Page 598.
- Terms, conditions and provisions of Board of County Commissioners of Gunnison County Resolution No. 97-28 Amending the Gunnison County Individual Sewage Disposal System Regulations to Establish a Marble Individual Sewage Disposal System District recorded June 05, 1997 at Reception No. 476029 and re-recorded June 9, 1997 under Reception No. 476109.
- Terms, conditions and provisions of Stipulation recorded October 17, 2006 under Reception No. 570126.
- The effect of Resolution No. 11-22, approving road name changes in the Marble Area recorded May 18, 2011 under Reception No. 605655.
- Terms, conditions, provisions, burdens and obligations as set forth in Lot Cluster Agreement and Declaration recorded June 11, 2012 under Reception No. 613449.
- All matters shown on this plat.

Dated this _____ day of _____, 2025.

Daniel P. Spivey, Attorney-at-law
Supreme Court Registration No. 41504
For and on behalf of Law of the Rockies, LLC
525 N. Main St., Gunnison, CO 81230

ATTORNEY'S OPINION:

PARCEL B
LOTS 5, 6 & 9, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5, COUNTY OF GUNNISON, STATE OF COLORADO.
REC. #286205 & #613448
FOX-PERRY JUDY, PERRY WILLIAM K.

Attorney's Opinion: I, Daniel P. Spivey, being an attorney-at-law duly licensed to practice before courts of record in the State of Colorado, do hereby certify that I have examined the title to all lands herein shown as Parcel B on this plat and title to such lands is in Judy Fox-Perry and William K. Perry free and clear of all liens, taxes and encumbrances, except as follows:

- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- Any and all matters not of the public record and not otherwise shown or otherwise identified on this plat.
- Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 13, 1894 in Book 101 at Page 121.
- Terms, conditions, provisions, burdens, reservations, obligations and easements as set forth in instruments recorded May 17, 1951 in Book 269 at Page 393 and at Page 395; and in Deed recorded March 16, 1953 in Book 269 at Page 474.
- Terms, conditions, provisions, restrictions, burdens, obligations, minerals, mineral rights and easements as set forth in Deed recorded February 17, 1956 in Book 292 at Page 234.
- Reservation of oil, gas and other hydrocarbons, and all associated substances and other minerals of every kind and character in instrument recorded March 26, 1956 in Book 294 at Page 468.
- Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Marble Ski Area, Filing 5 recorded October 04, 1971 under Reception No. 286205.
- Restrictive covenants which do not contain a forfeiture or revertter 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 Master Declaration of Protective Covenants for Marble Ski Area, Inc. recorded June 21, 1971, in Book 429 at Page 32; and in Supplemental Declaration for Marble Ski Area Filing 5 recorded April 6, 1973 in Book 451 at Page 365.
- Terms, conditions and provisions of Resolution Regarding Temporary Regulation of Residential Development in Marble Ski Area recorded February 28, 1995 in Book 760 at Page 532; and recorded March 1, 1995 in Book 760 at Page 598.
- Terms, conditions and provisions of Board of County Commissioners of Gunnison County Resolution No. 97-28 Amending the Gunnison County Individual Sewage Disposal System Regulations to Establish a Marble Individual Sewage Disposal System District recorded June 05, 1997 at Reception No. 476029 and re-recorded June 9, 1997 under Reception No. 476109.
- Terms, conditions and provisions of Stipulation recorded October 17, 2006 under Reception No. 570126.
- The effect of Resolution No. 11-22, approving road name changes in the Marble Area recorded May 18, 2011 under Reception No. 605655.
- Terms, conditions, provisions, burdens and obligations as set forth in Lot Cluster Agreement and Declaration recorded June 11, 2012 under Reception No. 613448.
- All matters shown on this plat.

Dated this _____ day of _____, 2025.

Daniel P. Spivey, Attorney-at-law
Supreme Court Registration No. 41504
For and on behalf of Law of the Rockies, LLC
525 N. Main St., Gunnison, CO 81230

ATTORNEY'S OPINION:

PARCEL C
LOTS 1-4 & 40, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5, COUNTY OF GUNNISON, STATE OF COLORADO.
REC. #286205 & #505088
MUELLER PETER, SUPLIZIO CINDY

Attorney's Opinion: I, Daniel P. Spivey, being an attorney-at-law duly licensed to practice before courts of record in the State of Colorado, do hereby certify that I have examined the title to all lands herein shown as Parcel C on this plat and title to such lands is in Peter Mueller and Cindy Suplizio free and clear of all liens, taxes and encumbrances, except as follows:

- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- Any and all matters not of the public record and not otherwise shown or otherwise identified on this plat.
- Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 13, 1894 in Book 101 at Page 121.
- Terms, conditions, provisions, burdens, reservations, obligations and easements as set forth in instruments recorded May 17, 1951 in Book 269 at Page 393 and at Page 395; and in Deed recorded March 16, 1953 in Book 269 at Page 474.
- Terms, conditions, provisions, restrictions, burdens, obligations, minerals, mineral rights and easements as set forth in Deed recorded February 17, 1956 in Book 292 at Page 234.
- Reservation of oil, gas and other hydrocarbons, and all associated substances and other minerals of every kind and character in instrument recorded March 26, 1956 in Book 294 at Page 468.
- Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Marble Ski Area, Filing 5 recorded October 04, 1971 under Reception No. 286205.
- Restrictive covenants which do not contain a forfeiture or revertter 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 Master Declaration of Protective Covenants for Marble Ski Area, Inc. recorded June 21, 1971, in Book 429 at Page 32; and in Supplemental Declaration for Marble Ski Area Filing 5 recorded April 6, 1973 in Book 451 at Page 365.
- Terms, conditions and provisions of Resolution Regarding Temporary Regulation of Residential Development in Marble Ski Area recorded February 28, 1995 in Book 760 at Page 532; and recorded March 1, 1995 in Book 760 at Page 598.
- Terms, conditions and provisions of Board of County Commissioners of Gunnison County Resolution No. 97-28 Amending the Gunnison County Individual Sewage Disposal System Regulations to Establish a Marble Individual Sewage Disposal System District recorded June 05, 1997 at Reception No. 476029 and re-recorded June 9, 1997 under Reception No. 476109.
- Terms, conditions, provisions, burdens and obligations as set forth in Lot Cluster Agreement and Declaration recorded September 13, 2000 under Reception No. 505088.
- Terms, conditions, provisions, burdens and obligations as set forth in Quit Claim Deed recorded September 13, 2000 under Reception No. 505090 and in letter recorded September 13, 2000 under Reception No. 505089.
- Terms, conditions and provisions of Stipulation recorded October 17, 2006 under Reception No. 570126.
- The effect of Resolution No. 11-22, approving road name changes in the Marble Area recorded May 18, 2011 under Reception No. 605655.
- Terms, conditions and provisions of Certificate of Administrative Review recorded July 14, 2015 under Reception No. 634065.
- All matters shown on this plat.

Dated this _____ day of _____, 2025.

Daniel P. Spivey, Attorney-at-law
Supreme Court Registration No. 41504
For and on behalf of Law of the Rockies, LLC
525 N. Main St., Gunnison, CO 81230

Gunnison County Application for Vacation of Platted Street

Agate Drive and 8 ft Pedestrian Easement

Lots :3, 4, 5,6,9 & 10 block 2 Marble ski are filing no.5

Applicants:

- William K Perry and Judy Fox Perry
- Cindy Suplizio and Peter Mueller

Address:

William and Judy Perry

judyfoxperry@gmail.com

PO Box 122

Carbondale Co 61623

Marble property address:

Agate Drive

Marble Co 81623

Cindy Suplizio and Peter Mueller

Cindy.suplizio.vssa@gmail.com

767 Cleveland Ave

Carbondale Co 81623

Marble property address:

200 West Village Way

Marble, CO 81623

Phone:

Perry 970 963 2464 Land line

970-987-2858 text

Mueller /Suplizio

970-708-3757 cell

970 708 1368 cell

Gunnison County Street Vacation Request

June 27, 2025

**Agate Drive, Marble Colorado, Marble Ski Are Filing No. 5
and Pedestrian Access**

A. Request Narrative

4. Agate Drive was designed to be a cul-de-sac off West Village Drive to access numerous small lots. Agate Drive was never constructed and therefore never provided lot access. At the dead end of Agate Drive there was designed to be a 4' wide pedestrian access to cross Carbonate Creek for ski area access that was never constructed. Carbonate Creek is impossible to cross on foot at that spot and a suspension bridge would have been outrageously difficult and expensive to construct. The landowners adjacent to the platted Agate Drive and the pedestrian access are requesting the vacation of these county owned lands.

Considerations for the Board in Section 2.9.2(A)

1. Vacation of Agate Drive shall conform to and satisfy all requirements of C.R.S. 43-2-301 et. seq.
2. Agate Drive is not included in any comprehensive plan adopted by Gunnison County.
3. Vacation will not restrict access to any parcels. Alternate routes exist to access adjacent landowner parcels.
4. Vacation will not disrupt existing travel modes
5. Vacation will not change any conditions in traffic or development patterns.
6. There are no anticipated conditions in traffic or development patterns.
7. Agate Drive is undeveloped, preserving the natural environment.
8. There are no community needs impacted by this vacation.
9. Public health, safety and welfare will not be effected by this vacation.
10. Agate Drive is undeveloped and does not conflict with any other roads, public or private.
11. There are no increased risks to emergency services personnel.
12. There are no benefits or detriments to the county in vacating this street, other than to add paying taxes on the vacated acreage.
13. There are no public benefits on Agate Drive.
14. Agate Drive is vacant land and there are no structures deemed necessary by the County.

Signatures of adjacent landowners:

Parcel 1


William K. Perry


Judith Fox-Perry

Date 6/27/25

Parcel 2


William K. Perry


Judith Fox-Perry

Date 6/27/25

Parcel 3


Peter Mueller


Cindy Suplizio

Date 6/27/25

PROPERTY DESCRIPTION - RIGHT-OF-WAY AGATE DRIVE ADJACENT TO LOT 10,
BLOCK 2, MARBLE SKI AREA

A PORTION OF AGATE DRIVE RIGHT-OF-WAY LOCATED IN BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5, ACCORDING TO THE FINAL PLAT THEREOF RECORDED OCTOBER 4, 1971 AS RECEPTION NO. 286205, SAID PARCEL BEING THE NORTH HALF OF AGATE DRIVE RIGHT-OF-WAY LYING ADJACENT TO LOT 10 OF SAID MARBLE SKI AREA FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 10, SAID BLOCK 2; SAID POINT ALSO BEING COMMON TO AGATE DRIVE RIGHT-OF-WAY LINE AND WEST VILLAGE DRIVE RIGHT-OF-WAY LINE, ACCORDING TO SAID MARBLE SKI AREA SUBDIVISION;

THENCE ALONG SAID AGATE DRIVE RIGHT-OF-WAY LINE 120.96 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 114.53 FEET AND A CENTRAL ANGLE OF 60°30'29" (CHORD BEARS S 87°51'44" E, A DISTANCE OF 115.41 FEET) TO THE SOUTHEASTERLY CORNER OF SAID LOT 10; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 41°03'20" W A DISTANCE OF 30.50 FEET TO THE CENTERLINE OF SAID AGATE DRIVE RIGHT-OF-WAY; THENCE ALONG SAID CENTERLINE 79.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 84.63 FEET AND A CENTRAL ANGLE OF 53°46'05" (CHORD BEARS N 87°41'42" W, A DISTANCE OF 76.54 FEET) TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WEST VILLAGE DRIVE RIGHT-OF-WAY; THENCE ALONG SAID WEST VILLAGE DRIVE RIGHT-OF-WAY LINE 30.67 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 129.86 FEET AND A CENTRAL ANGLE OF 13°31'54" (CHORD BEARS N 37°49'15" W, A DISTANCE OF 30.60 FEET) TO THE POINT OF BEGINNING

SAID PARCEL OF LAND CONTAINING 2,987 SQUARE FEET OR 0.069 ACRES MORE OR LESS.

COUNTY OF GUNNISON
STATE OF COLORADO

PROPERTY DESCRIPTION - RIGHT-OF-WAY AGATE DRIVE ADJACENT TO
LOTS 5, 6 & 9, BLOCK 2, MARBLE SKI AREA

A PORTION OF AGATE DRIVE RIGHT-OF-WAY LOCATED IN BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5 ACCORDING TO THE FINAL PLAT THEREOF RECORDED OCTOBER 4, 1971 AS RECEPTION NO. 286205, SAID PARCEL BEING THE EAST HALF OF AGATE DRIVE RIGHT-OF-WAY LYING ADJACENT TO LOTS 5, 6 AND 9 OF SAID MARBLE SKI AREA FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF SAID LOT 9; SAID POINT ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AGATE DRIVE RIGHT-OF-WAY;

THENCE ALONG SAID AGATE DRIVE RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

- 1) 15.98 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 114.63 FEET AND A CENTRAL ANGLE OF $07^{\circ}59'07''$ (CHORD BEARS S $53^{\circ}37'41''$ E, A DISTANCE OF 15.96 FEET);
- 2) 104.27 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 158.34 FEET AND A CENTRAL ANGLE OF $37^{\circ}43'52''$ (CHORD BEARS S $30^{\circ}46'11''$ E, A DISTANCE OF 102.40 FEET);
- 3) S $11^{\circ}54'15''$ E A DISTANCE OF 105.21 FEET;
- 4) 124.90 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF $143^{\circ}07'48''$ (CHORD BEARS S $06^{\circ}31'51''$ W, A DISTANCE OF 94.87 FEET) TO A POINT ON THE CENTERLINE OF SAID AGATE DRIVE RIGHT-OF-WAY;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG SAID CENTERLINE OF SAID AGATE DRIVE RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

- 1) N $11^{\circ}54'15''$ W A DISTANCE OF 195.21 FEET;
- 2) 84.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 128.34 FEET AND A CENTRAL ANGLE OF $37^{\circ}43'52''$ (CHORD BEARS N $30^{\circ}46'11''$ W, A DISTANCE OF 83.00 FEET);
- 3) 16.51 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 84.63 FEET AND A CENTRAL ANGLE OF $11^{\circ}10'33''$ (CHORD BEARS N $55^{\circ}13'23''$ W, A DISTANCE OF 16.48 FEET);

THENCE LEAVING SAID RIGHT-OF-WAY CENTERLINE N $41^{\circ}03'20''$ E A DISTANCE OF 30.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 10,194 SQUARE FEET OR 0.234 ACRES MORE OR LESS.

COUNTY OF GUNNISON
STATE OF COLORADO

PROPERTY DESCRIPTION - RIGHT-OF-WAY AGATE DRIVE ADJACENT TO LOTS 3 & 4, BLOCK 2, MARBLE SKI AREA

A PORTION OF AGATE DRIVE RIGHT-OF-WAY LOCATED IN BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5 ACCORDING TO THE FINAL PLAT THEREOF RECORDED OCTOBER 4, 1971 AS RECEPTION NO. 286205, SAID PARCEL BEING THE WEST HALF OF AGATE DRIVE RIGHT-OF-WAY LYING ADJACENT TO LOTS 3 AND 4 OF SAID MARBLE SKI AREA FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; SAID POINT ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AGATE DRIVE RIGHT-OF-WAY;

THENCE ALONG SAID AGATE DRIVE RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4)

COURSES:

- 1) 124.93 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF $143^{\circ}07'48''$ (CHORD BEARS N $30^{\circ}20'21''$ W, A DISTANCE OF 94.87 FEET);
- 2) N $11^{\circ}54'15''$ W A DISTANCE OF 105.21 FEET;
- 3) 64.76 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 98.34 FEET AND A CENTRAL ANGLE OF $37^{\circ}43'52''$ (CHORD BEARS N $30^{\circ}46'11''$ W, A DISTANCE OF 63.60 FEET);
- 4) 62.00 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 54.63 FEET AND A CENTRAL ANGLE OF $65^{\circ}01'48''$ (CHORD BEARS N $82^{\circ}09'01''$ W, A DISTANCE OF 58.73 FEET) TO THE NORTHWEST CORNER OF SAID LOT 3; SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WEST VILLAGE DRIVE RIGHT-OF-WAY, ACCORDING TO SAID MARBLE SKI AREA SUBDIVISION;

THENCE LEAVING SAID AGATE DRIVE RIGHT-OF-WAY LINE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID WEST VILLAGE DRIVE RIGHT-OF-WAY 30.07 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 129.86 FEET AND A CENTRAL ANGLE OF $13^{\circ}15'56''$ (CHORD BEARS N $24^{\circ}25'20''$ W, A DISTANCE OF 30.00 FEET) TO A POINT ON THE CENTERLINE OF SAID AGATE DRIVE RIGHT-OF-WAY; THENCE LEAVING SAID WEST VILLAGE DRIVE RIGHT-OF-WAY LINE ALONG SAID CENTERLINE OF SAID AGATE DRIVE RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

- 1) 95.93 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 84.63 FEET AND A CENTRAL ANGLE OF $64^{\circ}56'38''$ (CHORD BEARS S $82^{\circ}06'26''$ E, A DISTANCE OF 90.87 FEET);
- 2) 84.52 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 128.34 FEET AND A CENTRAL ANGLE OF $37^{\circ}43'52''$ (CHORD BEARS S $30^{\circ}46'11''$ E, A DISTANCE OF 83.00 FEET);
- 3) S $11^{\circ}54'15''$ E A DISTANCE OF 195.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 11,473 SQUARE FEET OR 0.263 ACRES MORE OR LESS.

COUNTY OF GUNNISON
STATE OF COLORADO

PROPERTY DESCRIPTIONS PREPARED JUNE 12, 2025 BY SOPRIS ENGINEERING
LLC, 502 MAIN STREET, SUITE A-3, CARBONDALE, CO 81623 (970)704-0311

June 27, 2025

To whom it may concern:

The applicants requesting the vacancy of Agate Drive Marble ski area filing #5 commit to hiring Sopris Engineering to place monuments at

the new corners of the requested vacancy.

Applicants signatures:

William K Perry

William K Perry 6/27/25

Judith Fox-Perry

Judith Fox-Perry 6/27/25

Cindy Suplizio

Cindy Suplizio 6/27/25

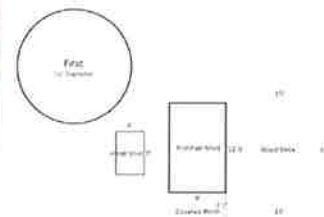
Peter Mueller

Peter Mueller 6/27/25

R013861

200 WEST VILLAGE DR , MARBLE

Total Actual Value

\$275,710

SUMMARY

Account #	R013861
Parcel #	2917-234-02-053
Account Type	Mixed Use
Economic Area	Econ Area 8
Owner Name	MUELLER PETER, SUPLIZIO CINDY
Mailing Address	767 CLEVELAND AVE CARBONDALE, CO 81623-1713
Property Location	200 WEST VILLAGE DR , MARBLE
Legal Description	LOTS 1-4 & 40, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5
The Legal Description is abbreviated and not intended for use on a deed.	
Parcel Notes	LOT CLUSTERS - RECEPTION #505088. LOTS 3 & 4. LOTS 1, 2, & 40.

CURRENT ASSESSMENT INFORMATION

Tax Year	2025
Tax District	617
Mill Levy	55.337
Land Actual Value	\$178,400
Building Actual Value	\$97,310
Total Actual Value	\$275,710
School District Assessed Value	\$27,100
Local Govt. Assessed Value	\$25,200

Beginning in 2025, Senate Bill 24-233 and House Bill 24B-1001 establish separate residential assessment rates for the purposes of school districts and for all other taxing entities. Finalized 2025 assessment rates will depend on total statewide growth; as of May 2025, the projected assessment rates are:

- 7.05% for residential property for the purposes of a school district
- 6.25% for residential property for the purposes of other local governments
- 27% for most other types of property, both real and personal

GENERAL WARRANTY DEED

STATE DOCUMENTARY 829
DATE NOV 13 1997
60f

Robert V. Raymond, for good and valuable consideration, hereby sells and conveys to **Cindy Suplizio and Peter Mueller, as joint tenants**, whose address is 1493 106 Road, Carbondale, Colorado 81623, the following real property in the County of Gunnison and State of Colorado, to wit:

Lot 40, Block 2, MARBLE SKI AREA, FILING NO. 5,

County of Gunnison,
State of Colorado,

with all its appurtenances, and warrants the title to the same, subject to terms, conditions and reservations as contained in United States Patent recorded in Book 101 at page 121; utility, drainage and landscape easements as reserved by or shown on recorded plat of Marble Ski Area, Filing No. 5; restrictions as contained in instrument recorded in Book 429 at page 32; and real property taxes for 1997 due and payable in 1998.

Dated this 12th day of NOVEMBER, 1997.


Robert V. Raymond

STATE OF Colorado)
County of Garfield) ss

The foregoing instrument was acknowledged before me this 12th day of November, 1997 by Robert V. Raymond.

Witness my hand and official seal.
My commission expires: 8/22/98


Notary Public



Becker
789-0313

GENERAL WARRANTY DEED

READ INSTRUMENT FOR

FEB 26 1997

.50¢

CHARLES W. PAYNE, JR., for good and valuable consideration, hereby sells and conveys to **CINDY SUPLIZIO and PETER MUELLER, as joint tenants**, whose address is 1493 106 Road, Carbondale, Colorado 81623, the following real property in Gunnison County, Colorado:

**Lot 3, Block 2,
MARBLE SKI AREA, FILING NO. 5,**

County of Gunnison,
State of Colorado,

with all its appurtenances, and warrants title to the same, subject to:

1. Distribution utility easements;
2. Easements, or claims of easements, not shown by the public records;
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records;
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
5. Reservations contained in United States Patent recorded November 13, 1894 in Book 101 at page 121;
6. Utility, drainage and landscape easements as shown on the recorded Plat of Marble Ski Area, Filing No. 5;
7. Restrictions as contained in instruments recorded June 21, 1971 in Book 429 at page 32, and April 6, 1973 in Book 451 at page 365;
8. Inclusion of the property within any special taxing district;
9. Building and Zoning regulations; and
10. Taxes and assessments for 1997 due and payable the following year.

Executed this 14th day of February, 1997.


CHARLES W. PAYNE, JR.

STATE OF VIRGINIA)

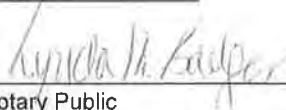
) ss.

County of Prince William)

The foregoing instrument was acknowledged before me this 14 day of February, 1997, by Charles W. Payne, Jr.

Witness my hand and official seal.

My commission expires: 8-31-00


Notary Public

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST
(Due on Transfer — Creditworthy Restriction)

THIS DEED OF TRUST is made this October, 1996 day of October, 1996, between
Cindy Suplizio and Peter Mueller (Borrower),
whose address is 1493 106 Rd. Carbondale, CO 81623
and the Public Trustee of the County in which the Property (see paragraph 1) is situated (Trustee); for the benefit of
Carolyn Jean DeNicola
2029 Nuuanu Ave, Apt 810 (Lender), whose address is
Honolulu, HI 96817-2504

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants
and conveys to Trustee in trust, with power of sale, the following described property located in the _____
County of Gunnison, State of Colorado:
Lots 1, 2 and 4, Block 2, Marble Ski Area Filing No. 5

which has the address of Bare land (Street)
Marble, Colorado 81623 (City) (Zip Code) (Property Address), together
(City) (Zip Code)

with all its appurtenances (Property).

2. **Note; Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

A. the repayment of the indebtedness evidenced by Borrower's note (Note) dated October 1, 1996
in the principal sum of Twenty two thousand and 00/100 - - - - -
U.S. Dollars, with interest on the unpaid principal balance from October 1, 1996, until paid, at the
rate of eight (8) percent per annum, with principal and interest payable at
2029 Nuuanu Ave. Apt. 810, Honolulu, HI 96817-2504
or such other place as the Lender may designate, in monthly payments of six hundred eighty
nine dollars and 40/100 - - - - - Dollars
(U.S. \$ 689.40) due on the first day of each month beginning
November 1, 1996; such payments to continue until the entire indebtedness evidenced by
said Note is fully paid; however, ~~if not sooner paid~~, the entire principal amount outstanding and accrued interest thereon, shall be due
and payable on October 1, 1999;

and Borrower is to pay to Lender a late charge of five (5) % of any payment not received by the Lender within ten (10)
days after payment is due; ~~and if not received by the Lender within ten (10) days after payment is due, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on the date of default.~~

B. the payment of all other sums, with interest thereon at 15.0 % per annum, disbursed by Lender in accordance
with this Deed of Trust to protect the security of this Deed of Trust; and

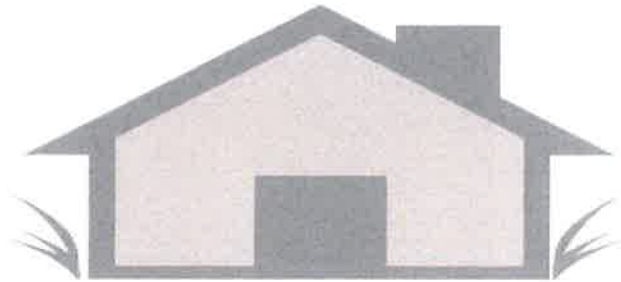
C. the performance of the covenants and agreements of Borrower herein contained.

3. **Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the
same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restric-
tions, ~~reservations and covenants, if any, as of this date and except~~ prorip patent and mineral reservations of
record, easements & rights of way of record, inclusions of properties into the
Marble metropolitan District, matters shown on the recorded plat, and general
taxes for 1996 a lien not yet due and payable.

4. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness
evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. **Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first in payment
of amounts due pursuant to paragraph 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to
paragraph 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

No Photo Available



SUMMARY

Account #	R013841
Parcel #	2917-234-02-001
Account Type	Vacant
Economic Area	Econ Area 8
Owner Name	SUPLIZIO CINDY, MUELLER PETER
Mailing Address	767 CLEVELAND AVE CARBONDALE, CO 81623-1713
Property Location	, MARBLE
Legal Description	8.99 ACRES COMMON GROUND IN: BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5
The Legal Description is abbreviated and not intended for use on a deed.	
Parcel Notes	-

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (D3-10-19) (Mandatory 1-20)

BARGAIN AND SALE DEED

Bruce Pooley, whose street address is: **32 Mill Run Ct Pagosa Springs, CO 81147** or Town of Pagosa Springs, County of Archuleta and State of Colorado, for the consideration of \$1,000 dollars in hand paid, hereby sell and convey to Peter Mueller and Cindy Suplizio, Grantees, as joint tenants, whose street address is, 767 Cleveland Ave Carbondale, CO 81623, County of Garfield and State of Colorado the following real property in the County of Gunnison and State of Colorado, to wit:

8.99 acres of common ground (open space) Block 2, MARBLE SKI AREA FILING NO.5
as Described in Treasurer Deed recorded 646 at page 719, County of Gunnison, State
Of Colorado

With all its appurtenances, and warrants against all persons claiming under it, subject to general taxes and special assessments, if any for the year of 2023 payable in 2024.

Signed this 18 day of Nov., 2024

GRANTOR(S):

Bruce Pooley

Bruce D Pooley

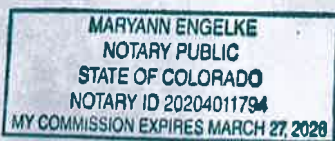
STATE OF Colorado
COUNTY OF Archuleta)ss.

The foregoing instrument was acknowledged before me this 18th day of,

November, 2024 by Bruce Pooley

Witness my hand and official seal.

My commission expires: March 27, 2028



[Signature]
Notary Public



SUMMARY

Account #	R070912
Parcel #	2917-234-02-058
Account Type	Vacant
Economic Area	Econ Area 8
Owner Name	PERRY WILLIAM K, FOX PERRY JUDY
Mailing Address	PO BOX 122 CARBONDALE, CO 81623-0122
Property Location	AGATE DR , MARBLE
Legal Description	LOTS 10, 19-21 & 23, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5
The Legal Description is abbreviated and not intended for use on a deed.	
Parcel Notes	LOT CLUSTER - RECEPTION #613449. LOTS 10, 19-21 & 23.

CURRENT ASSESSMENT INFORMATION

Tax Year	2025
Tax District	617
Mill Levy	55.337
Land Actual Value	\$140,000
Building Actual Value	\$0
Total Actual Value	\$140,000
School District Assessed Value	\$37,800
Local Govt. Assessed Value	\$37,800

Beginning in 2025, Senate Bill 24-233 and House Bill 24B-1001 establish separate residential assessment rates for the purposes of school districts and for all other taxing entities. Finalized 2025 assessment rates will depend on total statewide growth; as of May 2025, the projected assessment rates are:

- 7.05% for residential property for the purposes of a school district
- 6.25% for residential property for the purposes of other local governments
- 27% for most other types of property, both real and personal

WARRANTY DEED

Rec fee \$ 11.00

THIS DEED, made this 4th day of April, 2007, between
Darwin Raymond, Jr. a/k/a Darwin V. Raymond, Jr.

of the said County of Garfield and State of Colorado, Grantor, and
Ludy Fox-Perry and William K. Perry

whose legal address is: **P. O. Box 122, Carbondale CO 81623**
of the said County of Pitkin and State of Colorado, grantee:

Doc Fee \$ 10.00

WITNESS, that the grantor, for and in consideration of the sum of
(\$100,000.00) **One Hundred Thousand dollars and Zero cents**, the receipt
and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does
grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the real property, together
with improvements, if any, situate, lying and being in the County of Gunnison and State of Colorado described as
follows:

Lots 10, 19, 20 and 21, Block 2, MARBLE SKI AREA, FILING NO. 5, according to the plat thereof recorded October
4, 1971 at Reception No. 286205.

COUNTY OF GUNNISON, STATE OF COLORADO

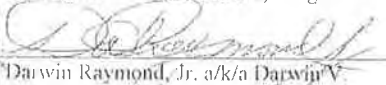
also known by street and number as: **Agate Drive & Canyon Court, Marble, CO 81623**

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining,
and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title,
interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises,
with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee,
his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant,
bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these
presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of
inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey
the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains,
sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except
See Attached Exhibit I

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and
peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the
whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender
shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.


Darwin Raymond, Jr. a/k/a Darwin V.
Raymond, Jr.

STATE OF Colorado

) ss.

COUNTY OF Garfield

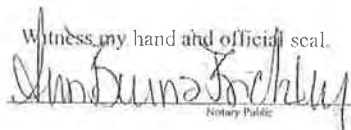
The foregoing instrument was acknowledged before me this 4th day of April, 2007, by Darwin Raymond, Jr. a/k/a
Darwin V. Raymond, Jr.

My commission expires: September 5, 2007.

Witness my hand and official seal.



My Commission Expires 09/05/2007


Notary Public

Return to: Nancy Emerson, Mason & Morse, 0290 Highway 133, Carbondale, Colorado 81623

WARRANTY DEED

Rec fee \$ 11.00

THIS DEED, made this 4th day of April, 2007, between
Dean R. Henderson

of the said County of KERN and State of California, Grantor, and
Judy Fox-Perry and William K. Perry

whose legal address is: PO Box 122, Carbondale CO 81623
of the said County of Pitkin and State of Colorado, grantee:

Doc fee \$ 1.00

WITNESS, that the grantor, for and in consideration of the sum of
(\$10,000.00) Ten Thousand dollars and Zero cents, the receipt and
sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does
grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the real property, together
with improvements, if any, situate, lying and being in the County of Gunnison and State of Colorado described as
follows:

Lot 23, Block 2, MARBLE SKI AREA, FILING NO. 5, according to the plat thereof recorded October 4, 1971 at
Reception No. 286205.

COUNTY OF GUNNISON, STATE OF COLORADO

also known by street and number as: TBD Agate Drive, Marble, CO 81623

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining,
and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title,
interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises,
with the hereditaments and appurtenances

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee,
his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant,
bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these
presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of
inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey
the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains,
sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

See Attached Exhibit I

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and
peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the
whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender
shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Dean R. Henderson

STATE OF California

COUNTY OF KERN

ss.

The foregoing instrument was acknowledged before me this 31 day of March, 2007, by Dean R.
Henderson

My commission expires: Feb. 6, 2010

Witness my hand and official seal.



Ericka Gomez
Notary Public

Return to: Nancy Emerson, Mason & Morse, 0290 Highway 133, Carbondale, Colorado 81623

R070911

AGATE DR , MARBLE

Total Actual Value

\$140,000

SUMMARY

Account #	R070911
Parcel #	2917-234-02-059
Account Type	Vacant
Economic Area	Econ Area 8
Owner Name	FOX PERRY JUDY, PERRY WILLIAM K
Mailing Address	PO BOX 122 CARBONDALE, CO 81623-0122
Property Location	AGATE DR , MARBLE
Legal Description	LOTS 5, 6 & 9, BLOCK 2, MARBLE SKI AREA SUBDIVISION, FILING NO. 5
The Legal Description is abbreviated and not intended for use on a deed.	
Parcel Notes	LOT CLUSTER - RECEPTION #613448. LOTS 5, 6 & 9.

CURRENT ASSESSMENT INFORMATION

Tax Year	2025
Tax District	617
Mill Levy	55.337
Land Actual Value	\$140,000
Building Actual Value	\$0
Total Actual Value	\$140,000
School District Assessed Value	\$37,800
Local Govt. Assessed Value	\$37,800

Beginning in 2025, Senate Bill 24-233 and House Bill 24B-1001 establish separate residential assessment rates for the purposes of school districts and for all other taxing entities. Finalized 2025 assessment rates will depend on total statewide growth; as of May 2025, the projected assessment rates are:

- 7.05% for residential property for the purposes of a school district
- 6.25% for residential property for the purposes of other local governments
- 27% for most other types of property, both real and personal

WARRANTY DEED

Rec Fee \$ 11.00

THIS DEED, made this 4th day of April, 2007, between
Inge M. Kriz

of the said County of Richmond and State of Georgia, Grantor, and
William K. Perry and Judy Fox-Perry

whose legal address is: PO Box 122, Carbondale CO 81623
of the said County of Pitkin and State of Colorado, grantee:

Doc fee \$ 2.16

WITNESS, that the grantor, for and in consideration of the sum of
(\$21,666.66) Twenty-one Thousand Six hundred sixty-six dollars and sixty-
six cents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and
by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the
real property, together with improvements, if any, situate, lying and being in the County of Gunnison and State of
Colorado described as follows:

Lot 5, Block 2, MARBLE SKI AREA, FILING NO. 5, according to the plat thereof recorded October 4, 1971 at
Reception NO. 286205,

COUNTY OF GUNNISON, STATE OF COLORADO

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining,
and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title,
interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises,
with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee,
his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant,
bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these
presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of
inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey
the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains,
sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

See Attached Exhibit I

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and
peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the
whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender
shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Inge M. Kriz
Inge M. Kriz

STATE OF GEORGIA

COUNTY OF Richmond

} ss.
}

The foregoing instrument was acknowledged before me this 5th day of April, 2007, by Inge M. Kriz

My commission expires: 1/23/10

Witness my hand and official seal.

Bertha Freeman
Notary Public



Return to: Nancy Emerson, Mason & Morse, 0290 Highway 133, Carbondale, Colorado 81623

WARRANTY DEED

Rec Fee \$ 11.00

THIS DEED, made this 4th day of April, 2007, between
Theresa E. Zapor, as trustee

of the said County of EL PASO and State of Colorado, Grantor, and
William K. Perry and Judy Fox-Perry

whose legal address is: PO Box 122, Carbondale CO 81623
of the said County of Pitkin and State of Colorado, grantee:

Doc fee \$ 2.17

WITNESS, that the grantor, for and in consideration of the sum of
(\$21,666.67) Twenty-one Thousand Six hundred sixty-six dollars and sixty-
seven cents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed,
and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all
the real property, together with improvements, if any, situate, lying and being in the County of Gunnison and State of
Colorado described as follows:

Lot 6, Block 2, MARBLE SKI AREA, FILING NO 5, according to the plat thereof recorded October 4, 1971 at
Reception NO. 286205,

COUNTY OF GUNNISON, STATE OF COLORADO

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining,
and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title,
interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises,
with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee,
his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant,
bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enscaling and delivery of these
presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of
inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey
the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains,
sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except
See Attached Exhibit 1

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and
peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the
whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender
shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.


Theresa E. Zapor, as trustee

STATE OF COLORADO

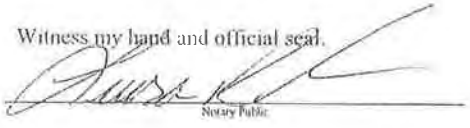
COUNTY OF El Paso

)
) ss.
)

The foregoing instrument was acknowledged before me this 30 day of March, 2007, by Theresa E. Zapor, as trustee,

My commission expires: 10/16/2010

Witness my hand and official seal.


Notary Public



My Commission Expires 10/16/2010

Return to: Nancy Emerson, Mason & Morse, 0290 Highway 133, Carbondale, Colorado 81623

WARRANTY DEED

Rec Fee \$ 11.00

THIS DEED, made this 4th day of April, 2007, between
Christine J. Grenfell

of the said County of Mesa and State of Colorado, Grantor, and
William K. Perry and Judy Fox-Perry

whose legal address is: PO Box 122, Carbondale CO 81623
of the said County of Pitkin and State of Colorado, grantee:

Doc fee \$ 2.17

WITNESS, that the grantor, for and in consideration of the sum of
(\$21,666.67) Twenty-one Thousand Six hundred sixty-six dollars and sixty-
seven cents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed,
and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all
the real property, together with improvements, if any, situate, lying and being in the County of Gunnison and State of
Colorado described as follows:

Lot 9, Block 2, MARBLE SKI AREA, FILING NO. 5, according to the plat thereof recorded October 4, 1971 at
Reception NO. 286205,

COUNTY OF GUNNISON, STATE OF COLORADO

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining,
and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title,
interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises,
with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee,
his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant,
bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these
presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of
inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey
the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains,
sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

See Attached Exhibit I

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and
peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the
whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender
shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Christine J. Grenfell
Christine J. Grenfell

STATE OF COLORADO

COUNTY OF Gunnison

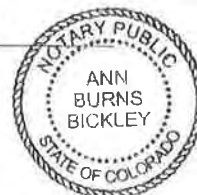
ss.

The foregoing instrument was acknowledged before me this 4th day of April, 2007, by Christine J. Grenfell.

My commission expires: 4.4.2007

Witness my hand and official seal.

Ann Burns Bickley
Notary Public



My Commission Expires 09/05/2007

Return to: Nancy Emerson, Mason & Morse, 0290 Highway 133, Carbondale, Colorado 81623

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 BASIN PARK DRIVE

GUNNISON, CO 81230

970-641-0044

CHECK RECEIPT

Date: October 22, 2024

Five Hundred Dollars (500.00) paid by Cindy Suplizio & Peter Mueller for a Street Vacation request.

Monies received: \$500.00

Check Number: 8299

Acknowledged by: Deborah Ferchau

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 Basin Park Drive
Gunnison, CO 81230
Phone: (970) 641-0044

NOTICE OF PUBLIC HEARING REGARDING PETITION TO VACATE A PORTION OF A CERTAIN STREET AND PEDESTRIAN EASEMENT IN THE TOWN OF MARBLE, COLORADO

HEARING DATE, TIME AND LOCATION: The Gunnison County Board of County Commissioners will conduct a public hearing, **January 20, 2026 at 9:20 a.m.**, in the Board of County Commissioners Meeting Room in the Gunnison County Courthouse, to hear public comment concerning the petition filed by **William and Judy Perry, Cindy Suplizio and Peter Mueller to vacate Agate Drive and a pedestrian easement adjacent to Lots 3, 4, 5, 6, 9, and 10, Block 2, Marble Ski Area Filing #5 in the Town of Marble, Colorado.** A copy of the petition and supporting documentation can be reviewed at the Gunnison County Public Works Department at 195 Basin Park Drive, Gunnison, Colorado from 7:00 a.m. to 4:30 p.m. weekdays.

ROAD LOCATION: Agate Drive in its entirety including the pedestrian easement, Town of Marble, County of Gunnison, State of Colorado.

PROPOSAL: The petitioners are asking the Board to vacate a County Road or public road or rights-of-way and pedestrian easement under county jurisdiction and allow the applicant to cluster this portion of land with their existing lot.

POSSIBLE ACTION: Formal action may be taken on the Street Vacation request at this meeting.

PUBLIC PARTICIPATION: The public is invited to submit verbal or written comments at the hearing, or to submit written comments by email to publicworks@gunnisoncounty.org, or by letter to the Gunnison County Public Works Department, 195 Basin Park Drive, Gunnison, CO 81230, so long as they are received by 5:00 p.m. the evening before the date of the meeting so that they may be submitted for the public record during the hearing. Additional information may be obtained by calling the Public Works Department office at (970) 641-0044 or on the Gunnison County website at <https://www.gunnisoncounty.org/177/Agendas-Portfolios-Recordings-Minutes>.

ADA ACCOMMODATIONS: Anyone needing special accommodations as determined by the *American Disabilities Act* may contact the Public Works Department prior to the day of the meeting.

/s/ Martin Schmidt
Assistant County Manager for Public Works

To be published as a Legal Advertisement in the Gunnison Country Times editions of January 8th and 15th, 2026.

Chris Hill

From: Chris Hill
Sent: Wednesday, December 31, 2025 11:46 AM
To: Cindy Suplizio
Cc: Judy Fox-Perry; Matthew Saulpaugh; Debbi Ferchau; Martin Schmidt; Rachael Blondy
Subject: RE: Agate Drive Street Vacation request

Hi Cindy,

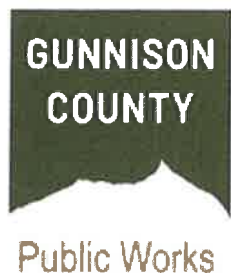
You can attend remotely and the information about connecting to the meeting will be included on the agenda when it is posted. The link to find the agenda for the Board of County Commissioners' meeting is at:

<https://www.gunnisoncounty.org/177/Agendas-Portfolios-Recordings-Minutes>

You do not need to do another mailing with the map. We usually like to have the map included to make sure it is clear to everyone what is being described in the public notice, but the public notice that you sent out has sufficient information included to identify the area that is part of the Street Vacation request.

Thank you for sending a copy of the certified mail receipts. I reviewed the mailing list and can confirm that you have satisfied the requirement for notification for the Street Vacation request.

If you have any questions, feel free to contact me.



Chris Hill

Permit and Right of Way Manager

970-642-7371

chill@gunnisoncounty.org

From: Cindy Suplizio <cindy.suplizio.vssa@gmail.com>

Sent: Wednesday, December 31, 2025 8:06 AM

To: Chris Hill <CHill@gunnisoncounty.org>

Cc: Judy Fox-Perry <judyfoxperry@gmail.com>; Matthew Saulpaugh <MSaulpaugh@gunnisoncounty.org>; Debbi Ferchau <DFerchau@gunnisoncounty.org>; Martin Schmidt <MSchmidt@gunnisoncounty.org>; Rachael Blondy <RBlondy@gunnisoncounty.org>

Subject: Re: Agate Drive Street Vacation request

[EXTERNAL SENDER - USE CAUTION]

Hi Chris

Happy New Year!

I sent out all the letters certified mail on Dec 17 (proof of mailing attached), but I just realized overlooked including the map. Can I follow up with that today?

Or will that cause us to have to reschedule? Also wondering if attendance for the Jan 20th meeting needs to be in person or if I can attend remotely?

Thanks again for all your help

Cindy

Cindy Suplizio

Math Faculty CMC Csuplizio@coloradomtn.edu

Colorado Mountain College, Edwards, Carbondale Campus

970 708 3757 C

970 963 2172 O

On Thu, Dec 11, 2025 at 12:22 PM Chris Hill <CHill@gunnisoncounty.org> wrote:

Hi Cindy and Judy,

Please find attached the public hearing notice for the Street Vacation. You are scheduled for 1/20/26 at 9:20 am. The plan is to complete the Vacation first and then the Boundary Line Adjustment will follow immediately after.

I have also attached the Street Vacation Information packet for reference about the next steps. You will need to mail the attached public notice and the map of the requested Street Vacation by certified mail to the mailing list that was compiled 30 days prior to the public hearing on 1/20/26. You will need to provide Public Works proof of the mailing 7 days before the public hearing. I have attached a spreadsheet of the mailing list I have for the application.

Public Works will submit the public hearing notice to the newspaper, necessary County departments, and applicable Utility companies.

If you have any questions, feel free to contact me.

9589 0710 5270 2919 3127 21

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Carbondale CO 81623

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$	\$0.00
☐ Return Receipt (electronic)	\$	\$0.00
☐ Certified Mail Restricted Delivery	\$	\$0.00
☐ Adult Signature Required	\$	\$0.00
☐ Adult Signature Restricted Delivery	\$	\$0.00

Postage \$10.78

Total Postage and Fees \$16.08

Postmark Here
DEC 17 2025
81623

FOSSLER RAWLAND G (AKA FOSSLER RAWLEY)
266 W VILLAGE DR
MARBLE CO 81623-9136

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2919 3126 60

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Carbondale CO 81623

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$	\$0.00
☐ Return Receipt (electronic)	\$	\$0.00
☐ Certified Mail Restricted Delivery	\$	\$0.00
☐ Adult Signature Required	\$	\$0.00
☐ Adult Signature Restricted Delivery	\$	\$0.00

Postage \$10.78

Total Postage and Fees \$16.08

Postmark Here
DEC 17 2025
81623

PERRIN KIMBERLEY DON, BASCOM GARY LEE
270 W VILLAGE DR
MARBLE CO 81623-9136

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2919 3126 77

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Basalt CO 81621

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$	\$0.00
☐ Return Receipt (electronic)	\$	\$0.00
☐ Certified Mail Restricted Delivery	\$	\$0.00
☐ Adult Signature Required	\$	\$0.00
☐ Adult Signature Restricted Delivery	\$	\$0.00

Postage \$10.78

Total Postage and Fees \$16.08

Postmark Here
DEC 17 2025
81623

LARSON BRADDON LOUIS
PO BOX 1051
BASALT CO 81621-1051

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2919 3127 14

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ASPEN CO 81611

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$	\$0.00
☐ Return Receipt (electronic)	\$	\$0.00
☐ Certified Mail Restricted Delivery	\$	\$0.00
☐ Adult Signature Required	\$	\$0.00
☐ Adult Signature Restricted Delivery	\$	\$0.00

Postage \$10.78

Total Postage and Fees \$16.08

Postmark Here
DEC 17 2025
81623

HEGER CARLA, HEGGER FRANK
222 GROVE CT
ASPEN CO 81611

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

For delivery information, visit our website at www.usps.com

Edwards CO 81632

Certified Mail Fee \$15.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$16.08

Postmark Here

DEC 17 2025

81623

BOYD RENEE, BOYD THOMAS LARUE, BOYD THOMAS
PO BOX 99
EDWARDS CO 81632-0099

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

For delivery information, visit our website at www.usps.com

Edwards CO 81632

Certified Mail Fee \$15.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$16.08

Postmark Here

DEC 17 2025

81623

DRAGOO ROBERT A, DRAGOO MARLY N
136 SILVER FOX CT
GREENWOOD VILLAGE CO 80121-2123

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Carbondale CO 81623

Certified Mail Fee \$15.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$16.08

Postmark Here

DEC 17 2025

81623

ERIC BAR WEAVER BRANDING LLC
PO BOX 552
CARBONDALE CO 81623

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Carbondale CO 81623

Certified Mail Fee \$15.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$16.08

Postmark Here

DEC 17 2025

81623

CHASE BENJAMIN
445 W VILLAGE DR
MARBLE CO 81623-9096

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Catchum ID 83340

Certified Mail Fee \$15.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$16.08

Postmark Here

DEC 17 2025

81623

REECK MATTHEW CHARLES, REECK STEPHANIE JANE
PO BOX 4901
CATCHUM ID 83340-4901

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Colorado Springs CO 80906

Certified Mail Fee \$15.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$16.08

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SINGLETON ALBERT O III
927 W CHEYENNE RD
COLORADO SPRINGS CO 80906-2455

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37 3128 2919 5270 0710 9589

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Carbondale CO 81623

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$6.08

Sent To

✓ KATZENBERGER ANNALISE, KATZENBERGER JAMES
68 WEANT BLVD
CARBONDALE CO 81623-2040

Postmark Here
DEC 17 2025
12/17/2025
81623

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$6.08

Sent To

✓ PATENAUE JAN, JAMISON ROBERT L
24 CANYON CT
CARBONDALE CO 81623-9376

Postmark Here
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12/17/2025
81623

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☐ Return Receipt (hardcopy)	\$0.00
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☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

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Sent To

✓ YURT LIFE LLC
133 SOPRIS AVE APT C
CARBONDALE CO 81623-2245

Postmark Here
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12/17/2025
81623

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Extra Services & Fees (check box, add fee as appropriate)

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☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$6.08

Sent To

✓ BASER MATTHEW E
PO BOX 9082
ASPEN CO 81612-9082

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12/17/2025
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☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$6.08

Sent To

✓ VAN ZANTE JAREN R, PEPPERS BRANDI L
12929 AREZZO CIR
PARKER CO 80134-6648

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☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$6.08

Sent To

✓ BAER FERDINAND, BAER DARIUS S
2525 TAFT DR APT 225
BOULDER CO 80302-6859

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DEC 17 2025
12/17/2025
81623

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☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$6.08

HILL WILLARD EUGENE II
PO BOX 1113
CARBONDALE CO 81623-1113

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☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$6.08

MOORE TRAVIS W, MOORE CHRISTINE M
6 CINNAMON CT
ASPEN CO 81611-3362

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Albuquerque NM 87197

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$6.08

SAMORA JOE A
PO BOX 70002
ALBUQUERQUE NM 87197-0002

Debbi Ferchau

From: tyoung@orourkemediagroup.com on behalf of Colorado Legals
<colegals@orourkemediagroup.com>
Sent: Monday, January 5, 2026 10:07 AM
To: Debbi Ferchau
Subject: Re: Public Notice - Suplizio Perry Mueller
Attachments: vacate street marble.pdf

[EXTERNAL SENDER - USE CAUTION]

proof copy for review

On Mon, Jan 5, 2026 at 9:54 AM Colorado Legals <colegals@orourkemediagroup.com> wrote:
Debbi,
Thank you for the notice. I will schedule for Jan 8 and 15.
Will send proof copy for review
Tomalee

On Mon, Jan 5, 2026 at 8:33 AM Debbi Ferchau <DFerchau@gunnisoncounty.org> wrote:

Please run the attached as a legal advertisement in your 1/8/26 and 1/15/26 editions. Thank you.

Legal Notices

The Mountain Mail Tuesday - Friday 12pm deadline

The Mountain Mail Friday - Wednesday 12pm deadline

Chaffee County Times - Friday 12pm deadline

Leadville Herald Democrat - Friday 12pm deadline

The Flume- Friday 12pm deadline

Tomalee Young - 719-618-3241

Main office - 719-539-6691

orourkemediagroup.com



Legal Notices

The Mountain Mail Tuesday - Friday 12pm deadline

The Mountain Mail Friday - Wednesday 12pm deadline

Chaffee County Times - Friday 12pm deadline

Leadville Herald Democrat - Friday 12pm deadline

The Flume- Friday 12pm deadline

Tomalee Young - 719-618-3241

Main office - 719-539-6691

orourkemediagroup.com



Debbi Ferchau

From: Debbi Ferchau
Sent: Monday, January 5, 2026 8:33 AM
To: gct_legals@orourkemediagroup.com
Subject: Public Notice - Suplizio Perry Mueller
Attachments: Public Notice - Suplizion-Fox-Perry.docx

Please run the attached as a legal advertisement in your 1/8/26 and 1/15/26 editions. Thank you.

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Amerigas
Amanda Hughes
HughesA@Amerigas.com

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Street Vacation Request – Marble, Colorado

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate Agate Drive and a pedestrian easement adjacent to Lots 3, 4, 5, 6, 9 and 10, Block 2, Marble Ski Areas Filing #5, Marble, Irwin, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of street and pedestrian easement would affect the utility service you provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal.

Debbi Ferchau

From: Microsoft Outlook
To: HughesA@Amerigas.com
Sent: Monday, January 5, 2026 2:20 PM
Subject: Relayed: Street Vacation Comment Form - Utility Comment Marble

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

[HughesA@Amerigas.com \(hughesa@amerigas.com\)](mailto:HughesA@Amerigas.com)

Subject: Street Vacation Comment Form - Utility Comment Marble



Street Vacation
Comment Form...

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: **Atmos Energy**
 Sam Salvo
 Sam.salvo@atmosenergy.com

FROM: **Chris Hill**
 Right of Way Manager

DATE: **January 5, 2026**

SUBJECT: **Street Vacation Request - Marble, Colorado**

Enclosed is a copy of the Notice of Public Hearing and map regarding the Request to vacate Agate Drive and pedestrian easement adjacent to Lots 3, 4, 5, 6, 9 and 10, Block 2, Marble Ski Area Filing #5, Marble, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this street and pedestrian easement would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org **January 12, 2026**. No response will be interpreted as **no** objection to the proposal.

Debbi Ferchau

From: Microsoft Outlook
To: sam.salvo@atmosenergy.com
Sent: Monday, January 5, 2026 2:35 PM
Subject: Relayed: Street Vacation - Utility Comment - Marble

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

sam.salvo@atmosenergy.com (sam.salvo@atmosenergy.com)

Subject: Street Vacation - Utility Comment - Marble



Street Vacation -
Utility Comm...

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Lumen Century Link
Mark Preston
MARK.PRESTON@LUMEN.COM

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Street Vacation Request – Marble, Colorado

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate Agate Drive and a pedestrian easement adjacent to Lots 3, 4, 5, 6, 9 and 10, Block 2, Marble Ski Area Filing #5, Marble, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of street and pedestrian easement would affect the utility service you provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal.

Debbi Ferchau

From: Microsoft Outlook
To: MARK.PRESTON@lumen.com
Sent: Monday, January 5, 2026 2:43 PM
Subject: Relayed: Street Vacation - Utility Comment - Marble

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

MARK.PRESTON@lumen.com (mark.preston@lumen.com)

Subject: Street Vacation - Utility Comment - Marble



Street Vacation -
Utility Comm...

GUNNISON COUNTY, COLORADO

PUBLIC WORKS DEPARTMENT

195 BASIN PARK DRIVE

GUNNISON, CO 81230

TO: Delta Montrose Electric Association
csrs@dmea.com

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Vacation Request – Marble, Colorado

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request To Vacate Agate Drive and a pedestrian easement adjacent to Lots 3, 4, 5, 6, 9 and 10, Block 2, Marble Ski Area Filing #5, Marble, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this street and pedestrian easement would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Ferrell Gas
Carolyn Ellingford
carolynellingford@ferrellgas.com
wecare@ferrellgas.com

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Street Vacation Request – Marble, Colorado

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate Agate Drive and a pedestrian easement adjacent to Lots 3, 4, 5, 6, 9 and 10, Block 2, Marble Ski Area Filing #5, Marble, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of street and pedestrian easement would affect the utility service you provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal.

Debbi Ferchau

From: Microsoft Outlook
To: carolynellingford@ferrellgas.com; wecare@ferrellgas.com
Sent: Monday, January 5, 2026 3:00 PM
Subject: Relayed: Street Vacation - Utility Comment - Marble

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

carolynellingford@ferrellgas.com (carolynellingford@ferrellgas.com)

wecare@ferrellgas.com (wecare@ferrellgas.com)

Subject: Street Vacation - Utility Comment - Marble



Street Vacation -
Utility Comm...

GUNNISON COUNTY COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Holy Cross Electric Association, Inc.
Jenna Weathered, VP of Community Relations
communityrelations@holycross.com

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Street Vacation Request – Marble, Colorado

Enclosed is a copy of a Notice of Public Hearing and a map regarding the Request to Vacate Agate Drive and a pedestrian easement adjacent to Lots 3, 4, 5, 6, 9 and 10, Block 2, Marble Ski Area Filing #5, Marble, County of Gunnison, State of Colorado.

Please review the attached information and map to determine if vacation of this street and pedestrian easement would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal

Debbi Ferchau

From: postmaster@holycross.com
To: communityrelations@holycross.com
Sent: Monday, January 5, 2026 3:03 PM
Subject: Delivered: [EXTERNAL] Street Vacation - Utility Comment - Marble

Your message has been delivered to the following recipients:

communityrelations@holycross.com (communityrelations@holycross.com)

Subject: [EXTERNAL] Street Vacation - Utility Comment - Marble



[EXTERNAL]
Street Vacation -...

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: **JC Propane**
 Abbie Reaksecker
 customerservice@jcpropane.com

FROM: **Chris Hill**
 Right of Way Manager

DATE: **January 5, 2026**

SUBJECT: **Notice of Street Vacation Request - Marble, Colorado**

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate Agate Drive and a pedestrian easement adjacent to Lots 3, 4, 5, 6, 9 and 10, Block 2, Marble Ski Area Filing #5, Marble, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this street and pedestrian easement would affect the utility service you provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal.

Debbi Ferchau

From: Microsoft Outlook
To: customerservice@jcpropane.com
Sent: Monday, January 5, 2026 3:07 PM
Subject: Relayed: Street Vacation - Utility Comment - Marble

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

customerservice@jcpropane.com (customerservice@jcpropane.com)

Subject: Street Vacation - Utility Comment - Marble



Street Vacation -
Utility Comm...

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: **Marble Water Company**
 P.O. Box 1182
 Carbondale, CO 81623

FROM: **Chris Hill**
 Right of Way Manager

DATE: **January 5, 2026**

SUBJECT: **Notice of Street Vacation Request – Marble, Colorado**

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Please review the attached information to determine if vacation of this street and pedestrian easement would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: Spectrum Charter Communications
111 S. 14th Street
Gunnison, CO 81230

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Street Vacation Request – Marble, Colorado

Enclosed is a copy of the Notice of Public Hearing and map regarding the Request to Vacate Agate Drive and a pedestrian easement adjacent to Lots 3, 4, 5, 6, 9 and 10, Block 2, Marble Ski Area Filing #5, Marble, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this street and pedestrian easement would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via email to publicwork@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal.

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

TO: TDS Telecom
525 Junction Road
Madison, WI 53717

FROM: Chris Hill
Right of Way Manager

DATE: January 5, 2026

SUBJECT: Notice of Vacation Request - Marble, Colorado

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate Agate Drive and a pedestrian easement adjacent to Lots 3, 4, 5, 6, 9 and 10, Block 2, Marble Ski Area Filing #5, Marble, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this street and pedestrian easement would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected

If you have concerns, please respond in writing via email to publicworks@gunnisoncounty.org by **January 12, 2026**. No response will be interpreted as **no** objection to the proposal

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Denying the Sketch Plan for LUC-22-000

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

BOCC to review Planning Commission Recommendation of denial for Starview Subdivision

Fiscal Impact:

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/14/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/14/2026

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/15/2026

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 45

Agenda Date: 1/20/2026



Cathie Pagano, Assistant County Manager
Gunnison County Community & Economic Development Department

Phone: (970) 641-0360
Email: planning@gunnisoncounty.org
Website: www.GunnisonCounty.org

From: Cathie Pagano, Assistant County Manager
To: Board of County Commissioners
Date: January 9, 2026
Re: LUC-22-00028, Planning Commission Recommendation for Starview Subdivision

The Planning Commission has recommended denial of LUC-22-00028 for the Starview Subdivision application. The recommendation of denial is attached for your review.

Section 7-202: L. Board.Decision.on.Optional.Board.Public.Hearing.states:

“The Board shall have the option of conducting another public hearing to consider the Sketch Plan application and the Planning Commission’s recommendation. Within 20 days of receipt of the Planning Commission’s recommendation, the Board shall determine whether to conduct a public hearing. A decision to conduct or not to conduct such a hearing shall be based on the Board’s determination of whether it is in the public interest to do so, considering among other factors the following:

1. LEVEL OF PUBLIC INTEREST. There has or has not been substantial public interest in the proposal, as reasonably shown by attendance at, and testimony submitted for, the joint public hearing; or
2. IDENTIFICATION OF NEW ISSUES. Whether it is reasonably probable that new issues related to the Sketch Plan application of the proposed land use change will be identified; or
3. IDENTIFICATION OF NEW INFORMATION. Whether it is reasonably probable that new information related to the Sketch Plan application of the proposed land use change will be provided.

M. BOARD PUBLIC HEARING. If the Board chooses to conduct a public hearing, the following shall apply:

1. HEARING NOTICE. Public notice that the Board will conduct a public hearing to consider the Sketch Plan application shall be accomplished pursuant to Section 3-112: Notice of Public Hearing.
2. CONDUCT OF HEARING. The Board hearing shall be conducted pursuant to Section 3-113: Conduct of a Public Hearing.

3. **COST FOR PUBLIC HEARING NOTICE(S).** The applicant shall be billed and shall be responsible for paying for the actual cost of publication of all applicable public hearing notices as required pursuant to Section 3-112: Notice of Public Hearing.
- N. **BOARD ACTION.** Within 35 days after receipt of the Planning Commission recommendation, if the Board did not conduct another public hearing, or within 35 days after closure of the hearing if the Board conducted another public hearing, the Board shall approve, approve with conditions, or deny the Sketch Plan. The Board's decision shall be entered into the official minutes of the meeting and shall contain the necessary findings of fact and reasons to support the decision. If the Board does not make separate findings of fact, it shall be presumed to have adopted the findings and recommendations of the Planning Commission.
 1. **ADDITIONAL PLANNING COMMISSION REVIEW MAY BE REQUIRED.** Before it takes action on the application, the Board may refer the application back to the Planning Commission for further consideration and recommendations if at least one of the following circumstances is present:
 - a. **NEW INFORMATION SUBMITTED.** There has been information submitted that was not available for consideration by the Commission before its recommendation; or
 - b. **INSUFFICIENT EVALUATION.** There are substantive issues or requirements of this Resolution that were not sufficiently evaluated in the Commission's recommendations; or
 - c. **SUBSTANTIVE ALTERATION.** There has been a substantive alteration to the plan subsequent to the Commission's recommendation; or
 - d. **NEED FOR CLARIFICATION.** There is an element of the Planning Commission's recommendation that requires clarification."

The Board has the option to hold an additional public hearing on this matter. The Planning Commission and the Board have conducted four joint public hearings on this application. There has been public interest in this application. No new issues have been identified and no new information has been submitted as part of this application to the Community Development Department since the Planning Commission voted to recommend denial on January 8, 2026.

If the Board decides to hold an additional public hearing proper public notice shall be required (30 days). If the Board decides not to hold an additional public hearing, action may be taken at a regular meeting.

The Planning Commission recommendation and draft resolution are attached for your review.

Please feel free to contact me with any questions or concerns. Thank you.

TO: Board of County Commissioners

SUBJECT: Planning Commission Sketch Plan Recommendation of Denial
Starview Subdivision
LUC-22-00028

DATE: January 8, 2026

PREPARED BY: Cathie Pagano, Assistant County Manager for Community and
Economic Development

APPLICANT: HGC Holding LLC, represented by Attorney Michael Dawson and Gary
Huresky

At a regularly scheduled meeting, Commissioner Patrick made a motion to recommend denial of LUC-22-00028, the motion was seconded by Commissioner Baca and unanimously approved.

LUC-22-00028 is governed by the following standards set forth in the Gunnison County *Land Use Resolution* (LUR) Section 7-103(B), as follows:

SKETCH PLAN IS EXPLORATORY. *Sketch Plan review provides an opportunity for the County, the applicant, and the public to engage in an exploratory discussion of a proposed land use change, to examine alternative approaches to development of the property, to participate in a process of joint planning and negotiation between the County and the applicant to promote development and land use change which is consistent with the intent and purposes of this Resolution.*

SKETCH PLAN EXPECTED TO EVOLVE. *Requirements of Sketch Plan direct the applicant to review specific sections of this Resolution and submit a plan that has addressed issues important to the County. It is expected that the proposal will evolve during Sketch Plan review.*

ENGINEERED DESIGNS AND DETAILED PLANS NOT REQUIRED NOR ACCEPTED AT SKETCH PLAN. *To encourage the consideration of alternatives and to allow the Sketch Plan to evolve, detailed engineering plans and other overly detailed information shall not be required nor accepted by the County.*

PROJECT DESCRIPTION:

The applicant proposes to subdivide a 96-acre parcel to include 83 single family residential lots and 24 essential housing units. Up to 25 accessory dwelling units (secondary residences) are allowed in the subdivision with a minimum size of 600 square feet. The maximum building size on Lots 1-10 is 5,000 square feet and 2,800 square feet on lots 11-83. The minimum lot size for single family residences is 1,000 square feet. The multifamily residences have a maximum size of 1,200 square feet and minimum size of 800 square feet.

The applicant proposes that the 25 multifamily units will be restricted as workforce housing.

One lot is proposed to be dedicated to the Crested Butte South Metropolitan District. Lot sizes range from 0.12-1.25 acres. Short-term rentals are allowed on the single-family lots and shall be limited to 90 days per year.

The applicant proposes that 51% of the parcel is open space and proposes the following recreation amenities:

- Trail
- Ponds
- Bridge across East River for peds/bikes
- Recreation field space (w/ 20 parking spaces)
- Pavilion and play area

The applicant has made multiple revisions to the original Sketch Plan application. Final revisions include the following:

- Highway 135 Setbacks Increased – To improve views and minimize site grading and vegetation disruption.
- Southern Parcel Opened Up – Enhances wildlife movement, visual buffer, and protects key views.
- Commercial Development Removed – Project now entirely residential/recreational.
- Recreation Field Added – Multi-use grass field located at the north end with 20 parking spaces.
- Parking for RTA Bus Riders – Added near the north end for Starview residents.
- Recreation Path Straightened – Improved alignment along Highway 135.
- Reduced Berm Size – Height and density along Highway 135 decreased.
- Roundabout Added – Proposed at the north end to improve traffic at Cement Creek Rd/Highway 135.
- Secondary Access Added – At the south end to improve traffic flow and emergency access.
- Larger Lots by Staples at East River – Better density transition to adjacent neighborhood.
- Lot Sizes and Open Space Adjusted – Open space reduced from 70% to 51%.
- Pedestrian/Bike Bridge Retained – Over East River near Cement Creek Road remains in plan.

The subject parcel is located at 48 County Road 740. The parcel is legally described as a tract of land in Sections 27, 28, and 34, Township 14 South, Range 85 West, 6th pm. The parcel is at the southeast corner of the intersection of Highway 135 and Cement Creek Road (County Road 740).

PLANS/REPORTS/SUBMITTALS:

Plans, reports, letters and other submittal documents informing this decision include, but are not limited to:

- Starview Sketch Plan Application Revisions dated November 12, 2025
- Site Reference Map, Starview, Gunnison County, Colorado prepared by NCW Associates, Inc. dated September 25, 2025

IMPACT CLASSIFICATION:

The project is a Major Impact pursuant to Section 7-101:A. *More Than Four Units.*

MEETING DATES:

The Planning Commission held work sessions and public hearings to discuss the Whetstone Community Housing application on the following dates:

- February 15, 2024 Work Session
- March 21, 2024 Work Session and Site Visit
- July 11, 2024 Work Session
- September 19, 2024 Work Session
- December 19, 2024 Joint Public Hearing
- February 6, 2025 Joint Public Hearing
- September 4, 2025 Work Session
- October 2, 2025 Site Visit
- November 6, 2025 Work Session
- December 18, 2025 Joint Public Hearing
- January 8, 2026 Joint Public Hearing

SITE VISIT:

The Planning Commission conducted a site visit on March 21, 2024 and October 2, 2025. The Commission noted the topography, adjacent uses, possible location of the highway roundabout, traffic noise, wildlife corridors, and natural features of the parcel.

PUBLIC HEARING:

The Planning Commission and the Board of County Commissioners conducted joint public hearings on December 18, 2024, February 6, 2025, December 18, 2025, and January 8, 2026; Comments included the following, but are not limited to:

1. Scale, Density, and Community Character
 - Widespread concern that the project represents suburban-style sprawl inconsistent with the rural character of the corridor and CB South.
 - Many commenters felt the density, layout, and mass were out of scale with adjacent parcels and surrounding conserved lands.
 - Strong desire to preserve viewsheds, open space, and the sense of entry into CB South rather than create a “gateway subdivision.”
2. Housing Type, Affordability, and “Missing Middle”
 - Repeated calls for housing that truly serves local workers and families, not high-end or second-home buyers.
 - Concern that affordability levels proposed do not address workforce needs.
 - Many commenters supported greater density only if it results in more deed-restricted, attainable units, smaller unit sizes, duplexes/triplexes, and integration of affordable units throughout the site.
 - Skepticism that market-rate homes would “filter down” to affordability without stronger deed restrictions.
3. Commercial Uses and Gas Station
 - Broad opposition to commercial uses, particularly a gas station.
 - Commenters argued that commercial demand is already met in CB South and that new commercial would:
 - o Increase traffic,
 - o Undermine the existing commercial core,
 - o Be incompatible with the surrounding neighborhood.
 - Some suggested that if any commercial were allowed, it should be small-scale, community-serving, or maker/shop space, driven by demonstrated need.
4. Traffic, Transportation, and Infrastructure
 - Strong concerns about traffic safety and congestion

- Emergency access and evacuation routes were frequently raised.
 - Questions about who would bear responsibility for roads, maintenance, and long-term costs.
5. Wildlife, Open Space, and Environmental Impacts
- Many commenters emphasized the project's location amid protected open space and wildlife corridors, with concerns about habitat fragmentation, permeability, light pollution, and noise.
 - Requests for stronger conservation measures, clustering development, larger contiguous open space, and limiting river access.
6. Water, Wastewater, and Carrying Capacity
- Concerns about water supply, wastewater treatment capacity, river health, and cumulative impacts.
 - Commenters questioned whether the valley has reached or is nearing its carrying capacity, citing impacts to quality of life, wildlife, and public services.
 - Specific concerns were raised about irrigation ditches, wetlands, and treated effluent entering the river.
7. Public Services and Community Facilities
- Commenters cited strain on schools, healthcare, emergency services, parks, recreation facilities, childcare, and transit.
 - Skepticism that proposed parks or athletic fields would be funded, built, or maintained.
 - Concerns that population growth is outpacing the community's ability to provide services.
8. Process, Timing, and Corridor Planning
- Many commenters urged the County to pause or delay the project until the Corridor Plan is completed.
 - Concern that approving this project would set precedent and effectively determine the corridor's future without a comprehensive plan.

The entirety of the public record is included within the Land Use Change permit file.

ADJACENT AND NEARBY USES:

Surrounding land uses include residential, conserved land, and agricultural uses.

REVIEW AGENCY REFERRAL COMMENTS:

County staff sent the second (March 31, 2025) revised Sketch Plan application to referral agencies on April 9, 2025. The third revision of the Sketch Plan application has not been sent to referral agencies.

- Colorado Division of Parks and Wildlife
- Colorado Department of Transportation
- Gunnison County Public Works
- Regional Transportation Authority (RTA)
- RE1-J School District
- Crested Butte Fire Protection District
- Crested Butte South Property Owners Association
- Colorado Division of Water Resources
- CB South Metropolitan District

Comments received include, but are not limited to, the following:

Gunnison Valley Rural Transportation Authority, Scott Truex, Executive Director, dated May 9, 2025 comments included:

- Acknowledged the proposal's potential impacts on transit operations and emphasized the importance of proactive infrastructure planning—particularly transit parking and bus pullouts—to ensure future service viability.
- They requested to be kept informed on the application's progress.

Colorado Department of Transportation, Brian Killian, Region 3 Access Program Manager, dated April 22, 2025, comments noted that:

- If the proposed development causes an increase of 20% or more in traffic that a traffic study shall be required.

Colorado Parks and Wildlife, dated April 30, 2025, from Codi Prior, District Wildlife Manager, comments included:

- Raised concerns about the impact on wildlife, particularly the E-43 elk herd migration corridor near Highway 135 and Cement Creek.
- They recommend leaving the southern portion of the parcel undeveloped to preserve wildlife movement and suggest relocating the second subdivision access point further north to reduce habitat fragmentation. CPW also questioned the necessity of a new driveway and proposed alternatives to minimize disruption.
- Expressed broader concerns about the cumulative impact of development on wildlife habitats, public lands, and natural resource sustainability. They emphasized the need for increased collaboration among local, county, and federal agencies to address these issues, including planning for wildlife crossings and infrastructure along Highway 135.

Crested Butte Fire Protection District, dated April 14, 2025, from Ric Ems, Fire Marshal, comments included:

- The plan includes two points of ingress/egress, meeting requirements.
- The proposed roundabout improves alignment and safety at the intersection.
- Access roads requiring fire hydrants are 26 feet wide, and the cul-de-sac at Orion Way has a 45-foot radius, both meeting standards.
- Existing or proposed bike/pedestrian paths on CR-740 must be considered for life safety.

Gunnison County Public Works, Martin Schmidt, Assistant County Manager for Public Works, dated May 17, 2024, comments included:

- Road design and connectivity: Two proposed roads (Road AL and Road B) exceed County standards for cul-de-sac length and would require waivers unless reconfigured. Staff expressed a preference for improved connectivity, including a potential connection between Road AL and Road C and a southern emergency access from Road B rather than a mid-point access.
- Emergency access clarity: Staff raised concerns about how emergency access is described in the sketch plan, noting that emergency-only access should be clearly distinguished from general traffic relief to avoid confusion or unintended use.

- Right-of-way and ownership: There is insufficient information regarding right-of-way location, ownership, and control along Road AL where it follows the ditch and overlaps platted parcels, requiring clarification.
- Snow storage and operations: Portions of the site—particularly the commercial and higher-density areas—do not clearly identify adequate snow storage areas accessible to snow removal equipment.
- Trails and public access: The sketch plan should clearly identify trails as common areas intended for public use.
- Intersection and traffic impacts: Increased traffic at the County Road 740 and Highway 135 intersection may necessitate improvements, and staff requested continued coordination on intersection design and right-of-way needs, including potential roundabout alignments.

Crested Butte South Property Owners Association, dated April 7, 2025 from POA Board of Directors, comments included:

- Urged that five key concerns—traffic safety, road maintenance, viewshed impact, athletic field viability, and infrastructure contributions—be carefully addressed in the planning process.
- They emphasized a desire for continued collaboration and transparent communication as the Starview proposal advances.

Colorado Division of Water Resources, dated May 1, 2025, from Ailis Thyne, P.E. Water Resource Engineer, comments included:

- Deferred an opinion pursuant to Section 30-28-136(1)(h)(1), C.R.S., as to whether the proposed water supply plan will cause material injury to existing water rights until Preliminary Plan is submitted
- Offered general comments.
- Recommendation that applicant clarify if UGRWCD contract will be used for augmentation or obtain an augmentation plan.
- Clarify if the proposed augmentation plan is to offset both the operation of the wells and out-of-priority depletions caused to Bocker Ditch

COMPLIANCE WITH APPLICABLE SECTIONS OF THE *GUNNISON COUNTY LAND USE RESOLUTION*:

7-102: A. *Compliance with All Applicable Standards.*

Applicable, the applicant has not submitted sufficient evidence in compliance with the applicable standards. The analysis in each of the following LUR sections identifies if and how the application complies with the applicable standards.

7-102: B. *Compatibility with Community Character*

Applicable, the applicant has not demonstrated that the Sketch Plan is compatible with community character, or an enhancement of the character of existing land uses in the development area, and does adversely impact the future development of the development area.

The *Land Use Resolution* (LUR) defines compatible as “means consistent with, harmonious with, similar and complementary to, the use and/or function of natural systems and/or existing land uses in an area.

The LUR defines development area as, “those geographic areas within the county that will be developed or altered directly by the construction or operation of a proposed project.”

The application states:

The proposed land use change and density is compatible with the character of the existing land uses in the development area as it is putting development next to development with Crested Butte South on the other side of Cement Creek Road and avoiding leapfrog development. The larger lots are located next to existing 1-2 acre lots and the open space on the north side provides a buffer from the larger agricultural parcel to the northeast. The proposed development will comply with all applicable requirements of the Gunnison County Land Use Resolution. There are not any phases within the proposed development. There are no proposed lots which no uses have been identified.

The Gunnison Valley has a demonstrated (see Gunnison Valley Housing Needs Assessment, 2024) lack of affordable to support the community and its residents. While the applicant has proposed 24 workforce units, that number does not adequately meet the demonstrated housing need nor will it sufficiently offset the impacts created by the development.

While the overall project density is relatively low, the proposed layout represents a sprawling development pattern that does not address the key concerns raised by the Planning Commission and Board of County Commissioners at the public hearings. Those concerns emphasized the importance of compact, clustered development that limits land disturbance, preserves open space, and supports efficient infrastructure and transit. Although the revised plan reduces the number of lots and removes development from the southern portion of the site, it still lacks the design elements necessary to achieve a cohesive, clustered form consistent with County standards and community goals.

Further, the proposed development does not make efficient use of the land and employs a sprawling development pattern that encumbers scarce lands which are eligible to connect to utilities and infrastructure creating net adverse impacts to the community and to the development area. Once the subject parcel is developed the opportunity for efficient development that meets the goals of the community and aligns with the purposes of the LUR is materially impeded.

Section 7-103: C. Phases Required to “Stand Alone” in Providing Services.

Not applicable, the applicant has not proposed phasing of the development. The applicant proposes one phase for development of the proposed subdivision.

Section 9-100: Uses Secondary to a Primary Residence.

Applicable, the applicant proposes the allowance of secondary residences (accessory dwelling units) on twenty-five of the single-family lots.

Section 9-200: Special Residential Uses.

Not applicable, no special residential uses are proposed as part of this application.

Section 9-300: Commercial and Industrial Uses.

Applicable, the applicant proposes one lot for the Crested Butte South Metropolitan District to be used for a shop space and employee housing. No additional commercial or industrial uses are proposed in the revised Sketch Plan application.

Section 9-400: Exploration, Extraction and Processing of Minerals and Construction Materials.

Not applicable. No exploration, extraction or processing of materials is proposed.

Section 9-500: Miscellaneous Uses and Activities.

Not applicable. No miscellaneous uses or activities are proposed.

Section 9-600: Essential Housing.

Not applicable, although the applicant proposes the inclusion of 24 workforce housing units, the quantity does not meet the standards of this section (40% of total units) to be eligible for the incentives.

Section 10-102: Locational Standards for Residential Development.

Applicable, the standards of this Section require that an application for a new residential development shall initially be reviewed for its location relative to existing development and shall be located adjacent to existing population centers, within a municipal three-mile plan area or adjacent "to a subdivision that is served by a central wastewater treatment system that was platted and approved..."

Per Section 10-102: B.3.

When the applicant has demonstrated that a proposed residential cannot satisfy the locational standard, the location may be approved if the Board finds that in addition to meeting all of the applicable requirements of this Resolution, the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to neighborhood lands or land uses, wildlife, visual quality, air or water quality, including impacts caused by a proliferation of On-site wastewater treatment systems and/or individual wells.

The LUR defines "significant net adverse impact" as:

An impact of an action, after mitigation, which is a considerable or substantial, and unfavorable or harmful; includes social, economic, physical, health, aesthetic and historical impacts, and biological impacts including but not limited to, effects on natural resources or the structure or function of affected ecosystems.

The location of the proposed development is near but not adjacent to an existing population center. The proposed development is to be served by central water and wastewater. Because the development is not adjacent to a population center it must demonstrate that:

"...the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to neighborhood lands or land uses, wildlife, visual quality, air or water quality, including impacts caused by a proliferation of On-Site Wastewater Treatment Systems and/or individual water wells."

The applicant has failed to demonstrate that there will not be a significant net adverse impact to the neighborhood and wildlife due to the sprawling development pattern, lack of clustering, and lack of provision of essential and workforce residences.

Section 10-103: Residential Density.

Applicable, the standards of this Section apply. The proposed development is not within a municipal three-mile plan area and therefore the application shall comply with the standards of Section 10-103: C.3. which requires that "lot size and lot density shall be substantially similar to neighborhood parcels unless the standards of (a) or (b) are met."

Article 2: *Definitions* defines "neighborhood" as "an area or locality characterized by similar or compatible land uses, that may be identified by a place name and/or has boundaries composed of major streets, distinct changes in land use and/or land formations, topography or water bodies."

CB South Subdivision is across the East River from the proposed development and on the north side of Cement Creek Road. The proposed development is part of a neighborhood composed of Staples East River Estates Subdivision (lots are 1 acre or larger) and five other lots (not part of a subdivision) that are adjacent to the subject parcel and on the west side of the East River which are 1 to 1.5 acres in size. The bounds of the neighborhood are found to be Highway 135, Cement Creek Road, and the East River. The lots in the "neighborhood are all 1.05 to 1.5 acres. The proposed lot sizes in Starview range from 0.12-1.25 acres with an average density of 1.1 units per acre (107 lots/96 acres). The density of the adjacent parcels in East River Staples Subdivision and the metes and bounds parcels is 0.97 units/acre.

The application states:

The proposed development is substantially similar to neighborhood parcels in Crested Butte South, and Allen homesites and with the proposed landscaping and berming, and location of open space in the north side, will create buffers from the larger parcels to the northeast and across Highway 135. To the extent the lot density is greater than neighborhood parcels, the conditions in 10-103(C)(3) are met in that the project will be served by the Crested Butte South Metropolitan District, a public water and wastewater district, protective covenants and design guidelines are proposed to ensure continued compatibility with neighborhood uses and densities, the lots have been sited and landscaping has been proposed to minimize visual impact. With the consideration of the 67% (revised to 51%) of open space, the clustering of the residences, and lack of impacts on wildlife habitats, the impact of any increased density has been reasonably mitigated in the proposed development.

The proposed density is substantially similar to the neighborhood, however the proposed lot sizes are not substantially similar to the neighborhood and the applicant therefore must demonstrate compliance with the below standards.

a. CONDITIONS ARE APPROPRIATE FOR SMALLER LOTS OR GREATER DENSITY. *The project shall be considered for smaller lots or greater density when all of the following four requirements are met:*

1. DEVELOPMENT SERVED BY PUBLIC WASTEWATER TREATMENT SYSTEM. *The development is or will be served by a public wastewater treatment system, by approval of the subject application pursuant to Section 12-106: Sewage Disposal/Wastewater Treatment.*

Applicable, the applicant proposes connection to the Crested Butte South Metro District wastewater treatment system.

2. DEVELOPMENT SERVED BY OTHER SERVICES AND FACILITIES. *To the maximum extent feasible, the development is or will be served by a*

public water supply, public transportation and other public services and facilities by approval of the subject application.

Applicable, the applicant proposes connection to the Crested Butte South Metro District water supply. There are no other proposed connections to public transportation or other public services described in the application.

3. COMPATIBLE WITH NEIGHBORHOOD. *The development is compatible with the neighborhood existing when the Land Use Change Permit application is submitted. Methods of ensuring compatibility may include, but are not limited to:*

a. PERMANENT COVENANTS TO ENSURE CONTINUED COMPATIBILITY WITH NEIGHBORHOOD USES AND DENSITIES. *The proposed development includes permanent protective covenants that, at a minimum, address the following, to ensure that, if approved, it remains compatible with the neighborhood uses and densities that exist as of the date of approval of the Land Use Change Permit:*

1.DESIGN STANDARDS. *Building exterior design standards.*

Applicable, the applicant proposes design standards as part of the application.

2. LANDSCAPING. *Landscaping requirements.*

Applicable, the applicant proposes landscaping requirements as part of the application.

3. OUTSIDE PARKING AND STORAGE. *Standards and limitations on outside parking and storage.*

Applicable, the applicant proposes limitations on outside parking and storage and requires the construction of garages.

4. COMPATIBILITY OF USES. *Conditions pursuant to Section 13-119: Standards to Ensure Compatible Uses.*

Applicable, the applicant has described compliance with this standard which includes: limitations on height and size of structures; construction limitations; landscaping and berms to protect viewsheds; internal trails; compliance with County exterior lighting standards; main roads will be paved or treated with dust control measures.

5. BUILDING SIZE. *Building size.*

b. SITE LAYOUT AND DESIGN. *The proposed development shall locate buildings and lots to minimize to minimize visual impact.*

Applicable, the applicant proposes building size restrictions:

- Lots 1-10: 1,000 sq. ft. minimum, 5,000 sq. ft. maximum. Two-car garage required.
- Lots 11-83: 1,000 sq. ft. minimum, 2,800 sq. ft. maximum. Two-car garage required.
- Workforce units: 800 square ft. minimum, 1,200 sq. ft. maximum. One-car garage required.
- Secondary residences (accessory dwelling units): 600 sq. ft. minimum

4. IMPACT OF INCREASED DENSITY IS MITIGATED. *The decision-making body finds that impacts of the increased density have been reasonably mitigated; methods of mitigation may include, but are not limited to:*

a. ADDITIONAL OPEN SPACE. *The amount of open space included in the proposed development exceeds the amount required by Section 13-108: Open Space and Recreation Areas by at least ten percent of the total land designated for residential uses within the development.*

Applicable, a major impact residential project is required to provide 30% open space. The applicant proposes 51% open space, which exceeds the requirement.

b. PROVISION OF ESSENTIAL RESIDENCES. *Provision of Essential Residences that equal at least ten percent of the total number of residences, in addition to any other applicable requirements of this Resolution.*

Applicable, the applicant proposes the inclusion of 24 (22% of total units) essential residences. The Planning Commission finds that the proposed number of essential or workforce residences is not sufficient for the scale of the development or to mitigate the impacts of the free market housing on community character.

c. CLUSTERING OF RESIDENCES. *Residences are clustered to minimize visual impact and impacts on wildlife habitats as depicted on Wildlife Habitat Maps.*

The application indicates that residences are clustered.

“Cluster or cluster development” is defined as:

The concentration of development, including buildings, driveways, and water supply and wastewater treatment facilities, on one or more areas of a development parcel, preserving the remainder as productive agricultural land or undeveloped open space, and avoiding impacting areas of identified value for wildlife habitat, scenic features of a rural landscape, historical agricultural uses, and significant environmental features including wetlands, bodies of water, geologic hazard, or significant vegetation. Clustering allows flexibility in layout and protection of identified valuable characteristics of a development parcel.

While the overall project density is relatively low, the proposed layout represents a sprawling development pattern that does not address the key concerns raised by the Planning Commission and Board of County Commissioners at the public hearings. Those concerns emphasized the importance of compact, clustered development that limits land disturbance, preserves open space, and supports efficient infrastructure and transit. Although the revised plan reduces the number of lots and removes development from the southern portion of the site, it still lacks the design elements necessary to achieve a cohesive, clustered form consistent with County standards and community goals. The Planning Commission finds that the proposed development is not clustered sufficiently for smaller lots.

d. PARTICIPATION IN PUBLIC TRANSPORTATION SYSTEM. *As applicable, provision of a bus stop or similar facility for use with an existing public transportation system.*

No participation in a public transit system is identified as part of the application. The applicant has indicated an area for parking for transit riders in the development.

The applicant has failed to adequately address the above standards.

Section 10-104: Locational Standards for Commercial, Industrial, and other Non-Residential Uses.

Applicable, the application proposes the inclusion of a lot for the Crested Butte South Metropolitan Recreation District for shop space and employee housing. This is a necessary location because the current CB South Metro District site is constrained by water bodies and Cement Creek Road. No additional commercial or industrial uses are proposed in the revised Sketch Plan application.

Section 11-103: Development in Areas Subject to Flood Hazards.

Applicable, a portion of the parcel is within the 100-year floodplain. The applicant is not proposing any development within the 100-year floodplain.

Section 11-104: Development in Areas Subject to Geologic Hazards.

Not applicable, the subject parcel is not in an area of mapped geologic hazards.

Section 11-105: Development In Areas Subject to Wildfire Hazards.

Applicable, the parcel is in a high wildfire hazard area. A copy of the application has been referred to the Crested Butte Fire Protection District and Colorado State Forest Service for review and comment. No comments were received from the Colorado State Forest Service.

Section 11-106: Protection of Wildlife Habitat Areas.

Applicable, the application was referred to Colorado Parks and Wildlife for review and comment. In a letter from Codi Prior, District Wildlife Manager, dated April 30, 2025 raised concerns about the impact on wildlife, particularly the E-43 elk herd migration corridor near Highway 135 and Cement Creek. Prior recommend leaving the southern portion of the parcel undeveloped to preserve wildlife movement and suggest relocating the second subdivision access point further north to reduce habitat fragmentation. Prior also questioned the necessity of a new driveway and proposed alternatives to minimize disruption. Broader concerns were expressed about the cumulative impact of development on wildlife habitats, public lands, and natural resource sustainability. Prior emphasized the need for increased collaboration among local, county, and federal agencies to address these issues, including planning for wildlife crossings and infrastructure along Highway 135.

The applicant has not relocated the access at the southern portion of the parcel although it was discussed at the December 18, 2025 public hearing.

The Planning Commission finds that the applicant has not sufficiently mitigated its impacts to wildlife habitat and that the proposed road alignment and location of lots 1, 2, 3, 4, 64, 65, and 66 interfere with wildlife migration as described in CPW comments.

Section 11-107: Protection of Water Quality.

Applicable, the subject parcel includes water bodies within 125 feet and shall comply with the standards of this Section. No development is proposed within the inner restrictive buffer of a water body.

Section 11-108: Standards for Development on Ridgelines.

Not applicable. The site is not located on a ridgeline.

Section 11-109: Development That Affects Agricultural Lands.

Applicable, the subject parcel is adjacent to agricultural lands. The standards of this Section shall apply.

Section 11-110: Development of Land Beyond Snowplowed Access.

Not applicable, the site is not located beyond snowplowed access.

Section 11-111: Development On Inholdings In The National Wilderness.

Not applicable, the site is not located on a National Wilderness inholding.

Section 11-112: Development On Property Above Timberline.

Not applicable, the site is not located above timberline.

Section 12-103: Road System.

Applicable, a copy of the application was referred to Gunnison County Public Works and CDOT. The applicant has identified the general locations of roads and access in compliance with Sketch Plan requirements. Engineered road plans and traffic studies are not required or accepted at Sketch Plan.

CDOT comments noted that if the proposed development causes an increase of 20% or more in traffic that a traffic study shall be required. Gunnison County standards require that a traffic study be submitted at Preliminary Plan for any development that includes more than 100 trips per day.

Gunnison County Public Works comments are noted above and indicate concerns that adequate snow storage is not provided, trails shall be open to the public, and that there be continued coordination on the Cement Creek Road and Highway 135 intersection design.

Section 12-104: Public Trails.

Applicable, trails are proposed as part of this application. Gunnison County recently completed a high-level design for a Crested Butte to Crested Butte South multimodal access trail. The applicant has identified a trail alongside Highway 135 which would be a likely connection point to the proposed Crested Butte to Crested Butte South trail and would support the multimodal connectivity to and from the development. Staff recommends that the proposed trail along the highway be dedicated to the public at large.

Per Section 12-104: E. there is a rational connection between the impacts to traffic and recreation caused by the proposed subdivision and the applicant shall mitigate the proportionate share of the impact caused by the development. The development of additional residential units will create added vehicular traffic and recreation demand.

A trail connecting the development and Crested Butte South to Crested Butte is in the public interest and has been expressed as a community desire during the design process and in the Gunnison County Metropolitan Recreation District Recreation Master Plan.

Section 12-105: Water Supply.

Applicable, according to the application, “the development is proposed to have a dual water supply. One will be for domestic water, in house use, and fire flow and the other will be for irrigation and on domestic uses.” The water supply plan is described on page 5 of the “Revised Sketch Plan Narrative.”

The applicant proposes central wells for the domestic water supply for the subdivision. The applicant proposes to drill additional wells which will be connected to the CB South Metro District and which will support adequate fire flows for the subdivision and provide additional water supply to the CB South Metro District.

The application was forwarded to the Colorado Division of Water Resources for review and comment. Colorado Division of Water Resources provided a response on May 1, 2025, from Ailis Thyne, P.E. Water Resource Engineer. Thyne deferred an opinion pursuant to Section 30-28-136(1)(h)(1), C.R.S., as to whether the proposed water supply plan will cause material injury to existing water rights until Preliminary Plan is submitted and instead offered general comments. She recommended that the applicant clarify if UGRWCD contract will be used for augmentation or obtain an augmentation plan. Thyne requested that the applicant clarify if the proposed augmentation plan is to offset both the operation of the wells and out-of-priority depletions caused to Bocker Ditch.

Section 12-106: Sewage Disposal/Wastewater Treatment.

Applicable, the applicant proposes connection to the Crested Butte Metro District wastewater treatment. In a letter dated October 28, 2021 from the Crested Butte South Metropolitan District, District Manager Ronnie Benson states:

The Crested Butte South Metropolitan District (the “District”) is capable of supplying the Avalon the East River Development...with potable water. The District is also capable of treating the wastewater produced by the Development. The terms and conditions pursuant to which the District is willing to provide water and sewer service to Avalon will be the subject of a forthcoming inclusion agreement between the parties that is negotiated and executed pursuant to a future formal inclusion process.

Staff followed up with Mr. Benson in August 2023 and he confirmed the above is still the position of the District.

Section 12-107: Fire Protection.

Applicable, the subject parcel is within the Crested Butte Fire Protection District (CBFPD) and a copy of the application has been referred to CBFPD and Colorado State Forest Service (CSFS) for review and comment. No comments were received from CSFS. Comments from CBFPD are noted above.

Section 13-102: Location with a Municipal Three Mile Plan

Not applicable, the subject parcel is not within a municipal three-mile plan.

Section 13-103: General Site Plan Standards and Lot Measurements.

Applicable, the site plan generally complies with the standards of this section as shown on the site plan titled, “Site Reference Map, Starview, Gunnison County, Colorado” dated September 25, 2025 and prepared by NCW & Associates, Inc.

Section 13-104: Setbacks from Property Lines and Road Rights-of-Way.

Applicable, road setbacks and property line setbacks are required to comply with the standards of this Section.

Section 13-105: Residential Building Sizes and Lot Coverages.

Applicable, the applicant has proposed maximum residential building size standards that comply with the standards of this Section. The Preliminary Plan application shall comply with the standards of this Section.

Section 13-107: Installation of Solid Fuel-Burning Devices

This section applies and any solid fuel-burning devices proposed shall comply with this section.

Section 13-108: Open Space and Recreation Areas

Applicable, a major impact residential project is required to provide 30% open space. The applicant has proposed 51% open space including a recreation field, trails, park space, and a pavilion.

Section 13-109: Signs.

Applicable, any proposed sign(s) shall meet the requirements of this Section. The applicant may submit designs for any proposed signs at the Preliminary Plan stage.

Section 13-110: Off-Road Parking and Loading.

Applicable, parking in compliance with this Section shall be required. Specific detail and location shall be demonstrated at Preliminary Plan.

Section 13-111: Landscaping And Buffering.

Applicable, this Section requires that a Major Impact application “shall integrate the elements of the site plan and design, so that the land use change preserves and enhances the unique identity of the site. Landscaping may include plant materials including trees, shrubs, ground covers, perennials and annuals, and other materials including rocks, walls, fences, planters and paving materials.”

The applicant has described landscaping which includes revegetation with native seed, installation of trees and shrubs, installation of berms along the highway

Section 13-112: Snow storage.

Applicable, the applicant has identified areas of snow storage on the site plan and additional detail shall be provided at Preliminary Plan. Gunnison County Public Works has expressed concern that the areas identified for snow storage are insufficient. The applicant shall include sufficient areas for snow storage within the Preliminary Plan application and in compliance with the standards of this Section.

Section 13-113: Fencing

Applicable, this section applies and any fencing proposed shall comply with this section.

Section 13-114: Exterior Lighting.

Applicable, the standards of this Section shall be applied at the time of building permit application.

All lighting proposed on the parcel shall comply with this Section and Section 9-301: D.6. *Exterior Lighting* for commercial and nonresidential development.

Section 13-115: Reclamation And Noxious Weed Control.

Applicable, the applicant has acknowledged that a reclamation plan, prepared in compliance with this Section, shall be required at Preliminary Plan. A reclamation permit is required for road cutting and/or construction, homesite clearing and berm construction.

Section 13-116: Grading And Erosion Control.

Applicable, the design of the sketch plan has been guided by the standards of this Section.

The Preliminary Plan is the step of this overall review in which engineered details are required to be indicated and assure compliance with this Section. Details of grading and erosion control are appropriately required at Preliminary Plan level of review as elements of detailed engineered plans.

Section 13-117: Drainage, Construction And Post-Construction Stormwater Runoff.

Applicable, the Sketch Plan shall be guided by the requirements of this Section, however specific details are not required at Sketch Plan.

This is a Major Impact subdivision and may involve 10,000 square feet or more of impervious surface area created by road and driveway improvements.

Subject to State standards, storm water runoff is required to be managed onsite, to direct runoff to stable, vegetated areas capable of maintaining sheet flow for infiltration, or to discharge to a storm water conveyance structure, designed to accommodate the projected additional flows from the proposed project.

Section 13-118: Water Impoundments.

Not applicable, no water impoundments, as defined in this Section, are proposed as part of this application.

Section 13-119: Standards to Ensure Compatible Uses.

Applicable, this Section notes that, "Proposed land use changes shall be designed, constructed, and maintained in a manner that will not adversely affect the character and tranquility of nearby residential or public use areas, as well as the following:

1. Hazards or Nuisances. *Land use changes shall not subject other uses to undue noise, dust, fumes, odor, explosion, aircraft flight patterns, or other hazards or nuisances, whether the result of design, location, basic character, or of planned or reasonably expected growth.*

2. Adverse Impacts to Adjoining Land. *Land use changes shall eliminate or minimize or mitigate conflicts between adjoining land uses and to the maximum extent feasible, avoid changes that will result in significant net adverse impact to adjoining land.*

The applicant has described compliance with this standard which includes: limitations on height and size of structures; construction limitations; landscaping and berms to protect viewsheds; internal trails; compliance with County exterior lighting standards; and main roads will be paved or treated with dust control measures.

The Gunnison Valley has a demonstrated (see Gunnison Valley Housing Needs Assessment, 2024) lack of affordable to support the community and its residents. While the applicant has proposed 24 workforce units, that number does not adequately meet the demonstrated housing need nor will it sufficiently offset the impacts created by the development.

While the overall project density is relatively low, the proposed layout represents a sprawling development pattern that does not address the key concerns raised by the Planning Commission and Board of County Commissioners at the public hearings. Those concerns emphasized the importance of compact, clustered development that limits land disturbance, preserves open space, and supports efficient infrastructure and transit. Although the revised plan reduces the number of lots and removes development from the southern portion of the site, it still lacks the design elements necessary to achieve a cohesive, clustered form consistent with County standards and community goals.

Further, the proposed development does not make efficient use of the land and employs a sprawling development pattern that encumbers scarce lands which are eligible to connect to utilities and infrastructure creating net adverse impacts to the community and to the development area. Once the subject parcel is developed the opportunity for efficient development that meets the goals of the community and aligns with the purposes of the LUR is materially impeded.

Article 15: Right-to-Ranch Policy.

Applicable, the subject parcel is adjacent to any agricultural operations, as defined in the LUR, and shall comply with the standards of this Section. A Preliminary Plan application shall detail how the application complies with the standards of this Section including how irrigation ditches will be maintained on the property.

FINDINGS:

The Gunnison County Planning Commission finds, for purposes of approval of the Sketch Plan phase of the Major Impact project application, that:

1. This application is classified as a Major Impact per Section 7-101: *More Than Four Units*.
2. Pursuant to Section 7-102: *Standards of Approval for Major Impact Projects*, the Commission hereby finds and concludes:
 - a. This Sketch Plan application is inconsistent with the standards and requirements of the *Resolution*, pursuant to Section 7-103, *i.e.*, compliance of the proposed land use change with the standards of the *Resolution* are required to be determined broadly and conceptually during Sketch Plan review. This Commission has evaluated this submittal for its integration of the standards of the *Resolution* within its conceptual presentation of the proposed development pursuant to the foregoing standard and finds that it does not meet the standards for approval.
 - b. The applicant has not submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with community character.
3. The following have been identified as potential issues related to this application during the Sketch Plan review process:
 - a. Insufficient workforce housing
 - b. Trail construction and public access
 - c. Recreation field construction and bathrooms
 - d. Wildlife and open space
 - e. Highway 135 roundabout
 - f. View sheds from neighboring properties and highway
 - g. Adequate snow storage
 - h. Maintenance of irrigation ditches
 - i. Traffic impacts

- j. The impact of the proposed southern access on wildlife
 - k. Overall design and layout of the development.
4. The applicant has failed to demonstrate that there will not be a significant net adverse impact to the neighborhood and wildlife.
 5. The proposed density is substantially similar to the neighborhood; however the proposed lot sizes are not substantially similar to the neighborhood lot sizes.
 6. The proposed development is not clustered sufficiently for smaller lots of greater density and therefore fails to meet standards for greater density.
 7. The proposed number of essential or workforce residences is not sufficient for the scale of the development or to mitigate the adverse impacts of the free market housing on community character and therefore fails to meet standards for greater density.
 8. The applicant has not sufficiently mitigated its impacts to wildlife habitat and that the proposed road alignment and location of lots 1, 2, 3, 4, 64, 65, and 66 interfere with wildlife migration as described in CPW comments.
 9. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.
 10. The proposed development area is a location that is generally appropriate for development, however the layout and site design of the proposed development is sprawling (not clustered) and creates adverse impacts to community character, the neighborhood, and wildlife habitat.
 11. The proposed development does not encourage housing diversity (Section 1-103: A.6).
 12. The proposed development does not promote a compact development pattern (Section 1-103: B.1).
 13. The proposed development does not ensure that it meets demonstrated housing needs (Section 1-103: B.7).
 14. The proposed development does not adequately preserve wildlife habitat (Section 1-103: D.3).
 15. This application is not consistent with the standards and requirements of this Resolution.

RECOMMENDATION OF DENIAL:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-22-00028 be classified as a Major Impact Sketch Plan, and that the Sketch Plan be **DENIED**.

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2026 - ____**

**A RESOLUTION DENYING THE SKETCH PLAN FOR LUC-22-00028
STARVIEW SUBDIVISION**

WHEREAS, the applicant Harrison Land Estates, LLC (formerly HGC Holding, LLC), proposes to subdivide a 96-acre parcel to include 83 single family residential lots and 24 essential housing units. Up to 25 accessory dwelling units (secondary residences) are allowed in the subdivision with a minimum size of 600 square feet. The maximum building size on Lots 1-10 is 5,000 square feet and 2,800 square feet on lots 11-83. The minimum lot size for single family residences is 1,000 square feet. The multifamily residences have a maximum size of 1,200 square feet and minimum size of 800 square feet.

The applicant proposes that the 25 multifamily units will be restricted as workforce housing.

One lot is proposed to be dedicated to the Crested Butte South Metropolitan District. Lot sizes range from 0.12-1.25 acres. Short-term rentals are allowed on the single-family lots and shall be limited to 90 days per year.

The applicant proposes that 51% of the parcel is open space and proposes the following recreation amenities:

- Trail
- Ponds
- Bridge across East River for peds/bikes
- Recreation field space (w/ 20 parking spaces)
- Pavilion and play area

WHEREAS, the parcel that is the subject of this Resolution is located at 48 County Road 740. The parcel is legally described as a tract of land in Sections 27, 28, and 34, Township 14 South, Range 85 West, 6th pm. The parcel is at the southeast corner of the intersection of Highway 135 and Cement Creek Road (County Road 740).

WHEREAS, the Planning Commission held work sessions and public hearings to discuss the Starview Subdivision application on the following dates:

- February 15, 2024 Work Session
- March 21, 2024 Work Session and Site Visit
- July 11, 2024 Work Session
- September 19, 2024 Work Session
- December 19, 2024 Joint Public Hearing
- February 6, 2025 Joint Public Hearing
- September 4, 2025 Work Session
- October 2, 2025 Site Visit
- November 6, 2025 Work Session
- December 18, 2025 Joint Public Hearing
- January 8, 2026 Joint Public Hearing

- An increase in height of 25% for two buildings
- An increase in maximum structure size
- A reduction in parking standards

WHEREAS, the Planning Commission and the Board of County Commissioners conducted joint public hearings on December 18, 2024, February 6, 2025, December 18, 2025, and January 8, 2026; 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 January 8, 2026 tender to the Board of County Commissioners, a Recommendation of denial of that application with certain findings;

NOW, THEREFORE, the Board hereby adopts in full the Planning Commission's Recommendation and the findings of fact therein, and also makes these findings of fact:

1. This application is classified as a Major Impact per Section 7-101: *More Than Four Units*.
2. Pursuant to Section 7-102: *Standards of Approval for Major Impact Projects*, the Commission hereby finds and concludes:
 - a. This Sketch Plan application is inconsistent with the standards and requirements of the *Resolution*, pursuant to Section 7-103, *i.e.*, compliance of the proposed land use change with the standards of the *Resolution* are required to be determined broadly and conceptually during Sketch Plan review. This Commission has evaluated this submittal for its integration of the standards of the *Resolution* within its conceptual presentation of the proposed development pursuant to the foregoing standard and finds that it does not meet the standards for approval.
 - b. The applicant has not submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with community character.
3. The following have been identified as potential issues related to this application during the Sketch Plan review process:
 - a. Insufficient workforce housing
 - b. Trail construction and public access
 - c. Recreation field construction and bathrooms
 - d. Wildlife and open space
 - e. Highway 135 roundabout
 - f. View sheds from neighboring properties and highway
 - g. Adequate snow storage
 - h. Maintenance of irrigation ditches
 - i. Traffic impacts
 - j. The impact of the proposed southern access on wildlife
 - k. Overall design and layout of the development.
4. The applicant has failed to demonstrate that there will not be a significant net adverse impact to the neighborhood and wildlife.

5. The proposed density is substantially similar to the neighborhood; however the proposed lot sizes are not substantially similar to the neighborhood lot sizes.
6. The proposed development is not clustered sufficiently for smaller lots of greater density and therefore fails to meet standards for greater density.
7. The proposed number of essential or workforce residences is not sufficient for the scale of the development or to mitigate the adverse impacts of the free market housing on community character and therefore fails to meet standards for greater density.
8. The applicant has not sufficiently mitigated its impacts to wildlife habitat and that the proposed road alignment and location of lots 1, 2, 3, 4, 64, 65, and 66 interfere with wildlife migration as described in CPW comments.
9. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.
10. The proposed development area is a location that is generally appropriate for development, however the layout and site design of the proposed development is sprawling (not clustered) and creates adverse impacts to community character, the neighborhood, and wildlife habitat.
11. The proposed development does not encourage housing diversity (Section 1-103: A.6).
12. The proposed development does not promote a compact development pattern (Section 1-103: B.1).
13. The proposed development does not ensure that it meets demonstrated housing needs (Section 1-103: B.7).
14. The proposed development does not adequately preserve wildlife habitat (Section 1-103: D.3).
15. This application is not consistent with the standards and requirements of this Resolution.

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 _____, 2026.

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

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Commissioner

Jonathan Houck, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Tourism and Prosperity Partnership Board Appointme

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Tourism and Prosperity Partnership Board Appointments

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\jcattles

Discharge Date: 1/15/2026

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 1/20/2026

Lindsay Beltchenko

[REDACTED]
Gunnison, CO 81230
[REDACTED]
[REDACTED]

November 4, 2025

Gunnison County Board of County Commissioners,

I'm writing to express my interest in serving a full term on the Tourism and Prosperity Partnership Board. After stepping in to complete a partial term in 2025, I've seen firsthand how TAPP's work fuels the vitality of the Gunnison Valley, and I'm eager to continue contributing to that momentum.

During my time on the board, I've drawn on my background in marketing, strategic planning, and the outdoor industry to help advance TAPP's mission. Collaborating with the team to refine the annual strategy and budget process has been deeply rewarding, setting the stage for stronger community understanding and long-term impact. One year simply hasn't been enough to see this important work through.

Since making the Gunnison Valley my home in 2009, first as a student at Western Colorado University and now as a parent raising my family here, I've remained steadfast in my commitment to this community. I care deeply about its future and believe in TAPP's power to balance prosperity, opportunity, and quality of life for everyone who calls this place home.

I would be honored to continue serving on the board and to help carry forward the vision we've begun shaping together. Thank you for your time and consideration.

Sincerely,

Lindsay Beltchenko

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Wednesday, September 17, 2025 12:12:47 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Tourism & Prosperity Partnership

First and Last Name Noah Eckhouse

Address

City Mt. CB

Phone

Email Address

Why would you like to serve on this Board or Commission?

Finding the right mix of initiatives to preserve and strengthen the Valley's economic balance is a complex and important challenge. I hope to use my engineering and business background, coupled with decades of public service experience in Lincoln, MA (10 years as chair of Park & Rec and then serving as a Selectman for 6 years, two as chair - the equivalent of City Council & Mayor) and love for this valley and its people -- to create value for all our stakeholders.

Additional Comments

Have been involved with ICELab for 5 years, serving as the Chair of the Advisory Board for 2. Active participant in the Outdoor Industry Funding Summit for the past 4 years. Have been attending all TAPP BOD meetings for the last year and attended the TAPP retreat (Board and Staff) in Durango for 4 days last year. Thank you for your consideration and I'd be happy to informally meet for coffee or a walk to discuss my candidacy.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, November 6, 2025 6:42:57 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Tourism & Prosperity Partnership

First and Last Name Amy Stevens

Address [REDACTED]

City Gunnison

Phone [REDACTED]

Email Address [REDACTED]

Why would you like to serve on this Board or Commission? I have a passion for this community, and as a lodging owner, I see both the loss and potential in our Gunnison market. I have worked with the Chamber for 5 years serving as a board member and would like to be more active with TAPP.

Additional Comments I am a 25 year local, business owner of 18 years, and very integrated in this community.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, November 6, 2025 9:48:21 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Tourism & Prosperity Partnership

First and Last Name Leora Wallace

Address 

City Gunnison

Phone 

Email Address 

Why would you like to serve on this Board or Commission? I would like to serve on the Tourism and Prosperity Partnership Board to represent the south end of the Gunnison Valley and the local businesses that drive our year-round economy. As the new Executive Director of the Gunnison Country Chamber of Commerce, I bring a fresh, community-based perspective and a strong interest in learning and contributing to the broader economic goals of the valley. I'm eager to help strengthen the connection between county-wide tourism efforts and local prosperity, supporting TAPP's goals of sustainable, shoulder-season visitation and thoughtful economic diversification that benefits both residents and visitors.

Additional Comments *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Medical Health Officer Appointment

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Medical Health Officer Appointment

Fiscal Impact: N/A

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\jcattles

Discharge Date: 1/15/2026

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 2

Agenda Date: 1/20/2026

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Monday, November 17, 2025 1:17:37 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or
position applying for:

Medical Health Officer

First and Last Name

Annamarie Meeuwsen

Address

[REDACTED]

City

Gunnison

Phone

[REDACTED]

Email Address

[REDACTED]

Why would you like to
serve on this Board or
Commission?

I am interested in the role of Medical Health Officer with Gunnison County Health and Human Services because I am invested in the wellbeing of Gunnison County as both a longstanding community member and a practicing physician. Since completing my specialty training in family medicine in 2011 and moving to Gunnison in 2012, I have worked in a variety of roles across our health system. Currently, I serve as hospitalist, medical director of hospital medicine, and chief of staff at Gunnison Valley Health, as well as medical director for Gunnison County Family Planning. I have also been involved in the transition of HHS into the role of medical provider for DOC in Gunnison and serve on the financial grants committee for Living Journeys. These experiences have given me firsthand knowledge of the medical systems in place and a deep appreciation for the strengths of Gunnison County HHS. I am eager to contribute to those strengths by fostering collaboration, strengthening community resilience, and ensuring that public health initiatives reflect the unique needs of our mountain community. This role represents an opportunity to give back to the county that has shaped my personal and professional life, and I look forward to working alongside colleagues to advance health, safety, and equity for all residents.

Field not completed.

Additional Comments

Email not displaying correctly? [View it in your browser.](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sustainable Tourism and Outdoor Recreation Committ

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Sustainable Tourism and Outdoor Recreation Committee Appointments

Fiscal Impact: N/A

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:

Discharge Date: 1/16/2026

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 10

Agenda Date: 1/20/2026

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Wednesday, October 29, 2025 11:01:22 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Sarah Elzay

Address

City Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission?

Dear Members of the STOR Committee,

I am writing to express my interest in serving on the Sustainable Tourism and Outdoor Recreation Committee. As the Cheatgrass and Habitat Restoration Coordinator for Gunnison County, I believe I can provide valuable insight as STOR executes its 2025-2027 strategic plan. Additionally, it would be invaluable to understand the efforts of STOR as I continue to coordinate cheatgrass management across boundaries in the Gunnison Basin.

Cheatgrass invasion is a critical management issue in Gunnison County and my expertise as an ecologist and invasive species specialist help develop methods to mitigate cheatgrass invasion in vital recreation lands. As an experienced grant writer, I believe I can aid in the effort to seek funding for the goals of STOR's strategic plan.

I am eager to apply my expertise and experience to further the culture of environmental stewardship in Gunnison County. I believe I can also gain much from the other members of STOR as I continue to manage cheatgrass in Gunnison County and serve on the Gunnison Sage-grouse strategic committee and Weeds Commission.

Thank you for your time and consideration. I look forward to hearing from you soon.

Sincerely,
Sarah Elzay

Field not completed.

Additional Comments

Email not displaying correctly? [View it in your browser.](#)



Gunnison County Board of County Commissioners

Re: Jon Hare Gunnison County STOR Committee Application

December 1, 2025

The intent of this letter is to express my interest to serve on the Gunnison County Sustainable Tourism and Outdoor Recreation Committee.

High Country Conservation Advocates (HCCA), founded in 1977, is a grassroots 501(c) 3 nonprofit dedicated to protecting the health, integrity, and beauty of the public lands, waters, and wildlife of Colorado's Gunnison Country.

The primary focus of our organization is advocacy for over two million acres of public lands in the Gunnison Country, which is accomplished through direct participation in public lands processes at the federal, state, and local levels. For almost 50 years, HCCA has employed professional staff to analyze, understand, and problem solve on issues regarding water, wildlife, and public lands management. HCCA represents a constituency of approx. 1500 people who are residents or property owners in Gunnison County.

In addition to HCCA's work, I have twenty years' experience working as a federal land manager in Colorado for the United States Forest Service and Bureau of Land Management where I have built and maintained trails, over a decade of experience serving as a wildland firefighter and a Forest Protection Officer, as well as ten years as a backcountry snow ranger at the Vail Pass Winter Recreation Area.

Other important experience includes fisheries and watershed restoration work on the White River National Forest to protect aquatic resources from the impacts of camping and large volumes of human use, as well running Aquatic Nuisance Species programs for reservoirs and writing environmental analysis for projects such as ski area expansion, snowmaking, water storage, and water improvements.

On the GMUG NF, I worked for three years on the Grand Valley Ranger District and five years on the Gunnison Ranger District administering Non Recreation Special Uses such as water, mining, utilities, landowner access, and research instruments. In this role, I gained valuable knowledge, experience and relationships in understanding the many local factors that connect different user groups to public lands and environmental factors in Gunnison County.

I have worked extensively with the NEPA decisions and boundaries for winter and summer travel management across the Gunnison Basin and continue to actively work to stay informed and provide substantive comments on all public land's projects in the Gunnison watershed.

In the past ten years, I have worked with the USFS, BLM, and National Park Service leadership and staff in Gunnison, Paonia, Montrose, and Delta. I would like to continue to help the collaboration between land management units and the community by continuing to build these relationships and contributing to problem solving with the subject knowledge I have gained in public lands management.

Sincerely,

Jon Hare, Advocacy Director, [REDACTED]

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, October 21, 2025 4:40:21 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Bill MacFarlane

Address 

City Crested Butte

Phone 

Email Address 

Why would you like to serve on this Board or Commission? With over 35 years experience in hospitality, resort management and tourism industry I feel I could help Gunnison Valley manage tourism and outdoor recreation so we protect the amazing environment and assets we all love.

Additional Comments Any openings for an at large board seat I would be interested in applying and interviewing with the BOCC.

Email not displaying correctly? [View it in your browser.](#)

WILLIAM (BILL) MACFARLANE

PROFILE

Accomplished and purposeful hospitality professional with over 35 years of experience in all facets of hospitality management ranging from small boutique hotels to large full-service resorts. Proven track record in building and leading strong teams to achieve organizational goals; food and beverage operations ranging from casual to fine dining restaurants, in room dining and catering operations; personal involvement in sales and revenue management strategy; driving top line revenue; maximizing flow through and profitability; improving guest satisfaction through personal engagement with guests, owners and employees; employee development; association management and real estate.

SKILLS

Hotel Management, Property Management, Association Management, Asset Management, Revenue Management, Project Management, Luxury Service, Leadership Development, Homeowner Relations, Emotional Intelligence, Self-Awareness, Brand Standards, Capital/Reserve Planning, Budgeting, P&L Financial Oversight, Forecasting, Business Growth, Employee Engagement, Customer Service, Food and Beverage Management.

EXPERIENCE

Vail Resorts Hospitality Broomfield, CO

February 2011 to August 2025

Sr. Director of Lodging for Crested Butte Mountain Resort – Focus to improve resort guest, homeowner owner, employee relations and local stakeholder satisfaction. Oversight of Crested Butte Mountain Resort premier property management to include 388 Short Term Vacation Rental units and 7 Community Associations. Goal for increasing rental occupancy and revenue for homeowners.

Director of Lodging for Vail/Beaver Creek Resort Properties, Inc. - Focus on improving guest satisfaction scores and owner relations. Developing strategies for increasing the facilities' operational efficiency, coordinating staff development activities and creating productive working environments. Oversight of the 44 homeowner associations, 21 CAM licensed property managers, annual budgets, quarterly financial reporting, monthly board manager reports, action item lists, reserves analysis and board/homeowner relations. Goal for increasing rental unit growth organically and through acquisitions. Working on area bench strength through leadership development and monthly manager training/continuing education.

General Manager – Pines Lodge, Osprey at Beaver Creek and Trappers Cabin.

Responsible for all aspects of operations at the two hotels, three homeowner associations, day-to-day staff management and guests. Ambassador for the brand, culture of the hotel and mission of company. Provided leadership and strategic planning to all departments in support of our service culture, maximized operations and guest satisfaction. Responsible for managing and developing the senior leadership team and overall hotel targets to deliver excellent guests, owner and employee experience.

Inn and Suites at Riverwalk, Edwards, CO

April 1999 to February 2011

General Manager – AAA 3-diamond inn with 60 hotel rooms and 14 two-bedroom condominiums. Oversaw daily hotel operations, property management and association management for five buildings in Riverwalk.

Vail Associates, Inc., Beaver Creek, CO

November 1990 to April 1999

General Manager - The Inn at Beaver Creek, AAA 4-diamond, bed and breakfast style inn with 45 lodging rooms and 4 condominiums. Responsible for achieving best guest satisfaction and a good working environment to reach all set goals. Oversight of all aspects of property management following company mission statement, including maximization of financial performance, guest satisfaction, and staff development within established quality standards.

Assistant Manager - Pines Lodge - Responsible for supporting the Hotel Manager with daily hotel operations and services. Responsible for ensuring guest satisfaction, responds to complaints, and ensures hotel profitability. Tended to all facets of hotel operations in the absence of the General Manager.

Convention Sales Coordinator – Pines Lodge - AAA 4-diamond, full-service property with 60 hotel rooms, 12 condominiums and 21 townhomes. Responsible for achieving hotel revenue, profit and customer satisfaction goals by negotiating convention business and coordinating the execution of the business with other departments at the Lodge.

EXPERIENCE CONTINUED

Front Desk Manager - The Inn at Beaver Creek (Osprey at Beaver Creek),
Responsible for managing and training the concierge, night auditor and front desk clerks. Ensuring the front desk provided a professional and friendly service for all guests and owners.

Albany Hilton, Albany, NY

October 1989 to November 1990

Front Office Manager – 385 room full-service hotel with 30,000 square feet of meeting space located in New York's capital. Managed the daily operations of the front desk, reservations, PBX, bell, security and pool staff.

Gideon Putnam Hotel and Conference Center, Saratoga, NY.

May 1989 to September 1989

Front Desk Clerk – 124 room historic hotel located in the Saratoga State Park and walking distance to the Saratoga Performing Arts Center and Roosevelt Bath & Spa. College internship learning the daily operations of the front office following the policies and procedures set forth by management.

Roux Restaurants Ltd., London, England.

January 1987 to December 1988

Chef De Partie - Apprenticeship preparing Classical/Nouvell French Cuisine under Albert Roux, member of the Master Chefs of France.

L'Hostellerie Bressane, Hillsdale, NY.

June 1985 to December 1985

Commis Chef - College externship cooking in a unique country inn preparing Classical French Cuisine under Jean Morell, member of The Master Chefs of France.

AFFILIATIONS

Onsight Property Managers Association, Vacation Rental Managers Association, American Hotel & Lodging Association, Colorado Hotel & Lodging Association, The American Culinary Federation, National Associations of Realtors, Vail Board of Realtors, Gunnison Realtors Association, Community Associations Institute

EDUCATION

Community Association Managers International Certification Board

Certified Manager of Community Associations (CMCA) Certification, August 2014

Community Associations Institute, Falls Church, VA

Association Management Specialist (AMS) Credential, October 2014

Colorado Mountain College, Glenwood Springs, CO

Colorado Real Estate Institute – Employing Broker, May 1995

Rochester Institute of Technology, Rochester, NY

B.A.S. degree in Food, Hotel, and Tourism Management, May 1990

Schenectady County Community College, Schenectady, NY

A.A.S. degree in Hotel and Restaurant Management, May 1988

The Culinary Institute of America, Hyde Park, NY

A.O.S. degree in Culinary Arts, July 1986

TRAINING

Camp II Leadership Expedition	October 2015
Vail Leadership Institute "Mastering the Art of Public Speaking"	November 2014
Peaks Pursuits	September 2011
Disney Institute "Disney's Approach to Leadership Excellence & Brand Loyalty"	September 2011
DISC Classic Personality Profiling	June 2011
Insights Discovery Personal Profile	March 2011
Steven Covey's "Seven Habits of Highly Effective People"	March 1999
M-100 The Essentials of Community Association Management	May 1996

REFERENCES

Available upon request

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Saturday, November 29, 2025 7:12:36 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Bruce (LB) Mullin Jr

Address 

City Gunnison

Phone 

Email Address 

Why would you like to serve on this Board or Commission? I would like to continue to serve on the STOR committee. I learned a lot during my first appointment. I believe with this experience I could continue to be a valuable voice for wildlife in the Gunnison valley.

Additional Comments *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Friday, November 21, 2025 12:25:25 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Hedda Peterosn

Address 

City Crested Butte

Phone 

Email Address 

Why would you like to serve on this Board or Commission? Please accept this letter of interest from Crested Butte Nordic (CB Nordic) to serve as a public at-large member of the Sustainable Tourism and Outdoor Recreation (STOR) Committee.

CB Nordic supports community well-being by providing year-round recreational opportunities through trails, programs, and events. As a nonprofit cross-country ski area, we groom 55 km of winter trails around Crested Butte for skiing, snowshoeing, fat biking, and dog walking — 20% of which are free and open to the public. We also offer programs for all ages and host six major community events annually.

CB Nordic relies entirely on collaboration with local partners, landowners, land managers, and the broader community, as we do not own land or facilities. Sustainable resource use and responsible recreation management are central to our mission, and we are eager to contribute actively to this shared work through the STOR Committee.

Thank you for your time and consideration.

Field not completed.

Additional Comments

Email not displaying correctly? [View it in your browser.](#)

From: [REDACTED]
To: [BOCC](#)
Subject: Letter of Interest – Sustainable Tourism & Outdoor Recreation Committee / Tourism & Prosperity Partnership Board
Date: Wednesday, November 19, 2025 6:34:16 PM

[EXTERNAL SENDER - USE CAUTION]

Dear Commissioners,

My name is Domenic Policaro, and I am writing to express my interest in serving on the Sustainable Tourism & Outdoor Recreation Committee or the Tourism and Prosperity Partnership Board. I am a lifelong Colorado resident who moved to the Gunnison Valley in 2017 at age 19 to attend Western Colorado University—and I have proudly made this valley my permanent home.

My connection to outdoor recreation in Gunnison County runs deep. Throughout my time at Western Colorado University, I competed on both the Mountain Bike Team and the Freeride Ski Team, giving me firsthand experience with the valley's trails, ski terrain, and the needs of athletes, students, and visitors who rely on our recreation infrastructure. These programs helped shape my understanding of how vital sustainable outdoor access is to the identity and economy of the Gunnison Valley.

Today, I remain strongly involved in our community's recreation culture. I serve as a Freeride Coach with the Crested Butte Mountain Sports program, where I work directly with youth athletes, helping develop the next generation of skiers who will grow up in—and rely upon—the same mountains and landscapes that have shaped me. In the summer, I coach with Mountain Mentors, supporting young mountain bikers as they build confidence, skills, and appreciation for responsible trail use.

In addition to my coaching roles, I am an active year-round participant in the local recreation scene. I regularly ski Crested Butte Mountain Resort, Monarch Mountain, and Cranor Hill, and I have ridden every trail at Hartman Rocks and Signal Peak. My experience across these trail systems and ski areas gives me a detailed understanding of local conditions, visitor use patterns, trail development, and areas where improvements or protections are needed. This depth of involvement allows me to bring a well-rounded, community-rooted perspective to either the Sustainable Tourism & Outdoor Recreation Committee or the Tourism and Prosperity Partnership Board.

After nearly a decade in the valley, I care deeply about how tourism, outdoor access, and economic development intersect here. I believe strongly in balancing growth with

environmental stewardship and preserving the character and livability of the valley while supporting sustainable tourism practices that benefit residents and visitors alike.

I would be honored to contribute my experience, knowledge, and enthusiasm for responsible recreation to help guide the future of Gunnison County.

Thank you for your time and consideration.

Sincerely,

Domenic Policaro

Gunnison, CO

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, November 25, 2025 6:37:01 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Beverly Troxtell

Address 

City Crested Butte

Phone 

Email Address 

Why would you like to serve on this Board or Commission?

I want to join the STOR because I care deeply about the future of Gunnison County and preserving its natural assets while supporting economic vitality. Having lived in the valley full-time for 14+ years, I have a deep love for its natural beauty, vibrant community, and unique character. My background in change management has taught me how to guide organizations through transitions thoughtfully and collaboratively. I believe these skills can help the committee balance diverse stakeholder interests, implement sustainable practices, and ensure that change strengthens—not diminishes—the qualities that make this place so special. Thank you for your consideration!

Additional Comments *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Deed of Dedication Agreement for Public Road Right

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This Deed of Dedication Agreement for Public Road Right-Of-Way between Robert G. Spehar (Grantor) and County of Gunnison (Grantee). Grantor desires to formally dedicated a public right of way across the Land at the location of the existing road. County Road 734.

Fiscal Impact: No

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Reveiwed by:

Discharge Date: 1/14/2026

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/15/2026

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 1/20/2026

DEED OF DEDICATION AGREEMENT FOR PUBLIC ROAD RIGHT-OF-WAY

THIS DEED OF DEDICATION AGREEMENT FOR PUBLIC ROAD RIGHT-OF-WAY (this "Agreement") is made this _____ day of _____, 2026, by and between Robert G. Spehar, also known as R. Gerard Spehar, (referred to herein as "Grantor"), and the County of Gunnison, a body corporate and politic of the State of Colorado, by and through its Board of County Commissioners (referred to herein as "Grantee"), whose legal address is 200 E. Virginia, Gunnison, CO 81230.

Grantor owns the real property lying and being in the County of Gunnison, State of Colorado described on **Exhibit A** hereto (the "Land").

The Land is traversed by an existing road, which is County Road 734, also known as the Slate River Road. Grantor and Grantee disagree as to whether Grantee already has fee simple title to Slate River Road, and therefore enter into this Agreement in order to compromise and fully resolve this dispute as well as any future dispute over the status of Slate River Road as a public highway pursuant to Colorado Revised Statute § 43-2- 201.

Grantor desires to formally dedicate a public right of way across the Land at the location of the existing road, to the extent Grantor has obtained or retained any right, title or interest in the Slate River Road.

Accordingly, pursuant to Colorado Revised Statute § 43-2- 201(1)(a), Grantor, for and in consideration of the compromise of this dispute set forth above, the receipt and sufficiency of which is hereby acknowledged, and in exchange for Grantee's acceptance of this dedication and agreement to the terms and conditions hereof, does hereby dedicate and convey forever unto Grantee, to the extent he holds any right, title or interest in the Slate River Road, for use as a public road right-of-way over the private Land, that real property lying and being in the County of Gunnison, State of Colorado described on **Exhibit B** hereto (the "Right-of-Way"):

EXCEPTING oil, gas, hydrocarbons, and mineral leases, liens, encumbrances, rights-of-way, easements and utilities thereto existing or of record, and

RESERVING unto Grantor the mineral estate under said property, including oil, gas, hydrocarbons and any and all water rights including non-tributary and not non-tributary water currently attached to, upon, under, or associated with said property, except as required to sustain the integrity of the Public Highway.

FOR PURPOSES OF CLARITY, GRANTOR HEREBY QUITCLAIMS AND CONVEYS ANY AND ALL INTEREST HE HAS, OR MAY HAVE, IN THE RIGHT-OF-WAY TO GRANTEE, SUBJECT ONLY TO THE TERMS AND CONDITONS OF THIS AGREEMENT.

PROVIDED, HOWEVER, that notwithstanding the foregoing or anything else to the contrary and in lieu of any and all other understandings or arrangements, Grantor, to the extent of his authority, and Grantee, to the extent of its jurisdiction, acknowledge, agree, and stipulate to the extent permissible under applicable law, that the fee acreage underlying the Right-of-Way shall be part of, and attributable to, the Land for any and all purposes, including but not limited to the calculation of whether any parcel comprised of any portion of the Land and containing any portion of the Right-of-Way is thirty-five (35) acres or more for purposes of C.R.S. § 30-28-101(10), as well as for any purpose under the *Gunnison County Land Use Resolution*, the Gunnison County Road and Bridge Standards, or any other existing, amended, or future Gunnison County rule, regulation, resolution, or ordinance, subject only to the terms and conditions of this Agreement, which Agreement shall supersede and replace any prior agreement between the parties hereto, and solely and exclusively define the legal status of the Right-of-Way across the Land to the exclusion of

any other legal status conferred upon the Right-of-Way across the Land, whether express, or implied by law or fact.

The parties hereto acknowledge and agree that the facts and circumstances surrounding the Right-of-Way and the Land are unique, and consequently, this Agreement shall not provide any precedential value to any subsequent circumstance in Gunnison County, and this Agreement shall not be construed as a waiver or admission by Grantee for any reason or for any purpose whatsoever with respect to any other road or any other land in Gunnison County.

GRANTOR:



Robert G. Spehar, also known as R. Gerard Spehar

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026,
by Robert G. Spehar, also known as R. Gerard Spehar.

Witness my hand and official seal.

Notary Public

ACCEPTANCE

The County of Gunnison, by and through its Board of County Commissioners, hereby accepts the above dedication of property as a Public Highway (Public Right-of-Way) pursuant to C.R.S. §43-2-201(1)(a) and agrees to the foregoing terms and conditions contained therein.

Dated this _____ day of _____, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Gunnison County Clerk to the Board

GUNNISON COUNTY, COLORADO

By: _____
Deputy Clerk to the Board

Chair, Board of County Commissioners

**No Deed of Dedication is valid until accepted by the Board of County Commissioners pursuant to C.R.S. 43-2-201(1)(a).*

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On January 13, 2026

before me,

Sarah Blancarte notary Public

Here Insert Name and Title of the Officer

personally appeared

Robert Gerard Spehar

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

[Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

EXHIBIT A (Legal Description of the Land)

Parcel 1

THE ROBERT GERARD SPEHAR PARCEL AFTER ADJUSTMENT, AS SHOWN ON THE AMENDED SPEHAR BOUNDARY LINE ADJUSTMENT PLAT, AS RECORDED IN THE REAL PROPERTY RECORDS OF GUNNISON COUNTY, COLORADO, JUNE 4, 2025, UNDER RECEPTION NO. 702244, COUNTY OF GUNNISON, STATE OF COLORADO.

Parcel 2

THE SPEHAR SIBLING PARCEL AFTER ADJUSTMENT, AS SHOWN ON THE AMENDED SPEHAR BOUNDARY LINE ADJUSTMENT PLAT, AS RECORDED IN THE REAL PROPERTY RECORDS OF GUNNISON COUNTY, COLORADO, JUNE 4, 2025, UNDER RECEPTION NO. 702244, COUNTY OF GUNNISON, STATE OF COLORADO.

Parcel 3

A PARCEL OF LAND IN THE NE¼ OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 86 WEST, 6TH P.M., BEGINNING AT THE NE SECTION CORNER OF SAID SECTION 34, A STANDARD GLO BRASS CAP MARKER, BEING CORNER NUMBER ONE; THENCE ALONG THE EAST LINE OF THE NE¼ SOUTH 0°35' EAST A DISTANCE OF 2,626.55 FEET, TO CORNER NUMBER 2, THE EAST ¼ CORNER OF THE SAID SECTION 34, BEING MARKED BY A STANDARD GLO BRASS CAP MARKER; THENCE ALONG THE EAST-WEST ¼ LINE OF SAID SECTION 34 SOUTH 89°19'27" WEST A DISTANCE OF 893.83, FEET TO CORNER NUMBER 3; THENCE NORTH 0°43' WEST A DISTANCE OF 2,636.02 FEET TO CORNER NUMBER 4, BEING LOCATED ON THE NORTH LINE OF SAID SECTION 34; THENCE FOLLOWING THE NORTH LINE NORTH 89°55'38" EAST A DISTANCE OF 900.00 FEET, TO CORNER NUMBER ONE, THE PLACE OF BEGINNING, COUNTY OF GUNNISON, STATE OF COLORADO. (BEARINGS ARE BASED ON THE LINE BETWEEN TWO BRASS CAP MONUMENTS, THE NORTHEAST SECTION CORNER AND E ¼ CORNER OF SECTION 34, BEING SOUTH 0°35' EAST ACCORDING TO THE OFFICIAL TOWNSHIP PLAT.)

COUNTY OF GUNNISON,
STATE OF COLORADO.

- Exhibit B -

Legal Description

A Right of Way, being 60.00' in width, situated entirely within the Northeast Quarter of Section 34, Township 13 South, Range 86 West of the Sixth Principal Meridian, Gunnison County, Colorado, lying 30 feet on each side of the following described centerline;

COMMENCING at the North Quarter corner of said Section 34, being monumented by a 2.5" GLO Brass Cap on a 1" pipe, properly marked and dated 1946, from whence the Northeast Corner of said Section 34, being monumented by a 2.5" GLO Brass Cap on a 2" pipe, properly marked and dated 1946, bears N89°55'38"E a distance of 2695.43 feet (Basis of Bearings for this description); THENCE S01°00'02"E along the West line of the Northeast Quarter of said Section 34 a distance of 172.90 feet to TRUE POINT OF BEGINNING, from whence the Center Quarter corner of said Section 34, being monumented by a 3/4" Rebar and 3.25" Aluminum Cap stamped CL 1/4 LS 12766 bears S01°00'02"E a distance of 2482.05 feet;

THENCE S77°16'03"E a distance of 83.82 feet;

THENCE 222.64 feet along a tangent curve to the right, having a radius of 280.00 feet, a central angle of 45°33'32", the chord of which bears S54°29'17"E a distance of 216.82 feet;

THENCE S31°42'31"E a distance of 239.40 feet;

THENCE 148.39 feet along a tangent curve to the left, having a radius of 500.00 feet, a central angle of 17°00'14", the chord of which bears S40°12'38"E a distance of 147.84 feet;

THENCE S48°42'46"E a distance of 170.72 feet;

THENCE S52°41'32"E a distance of 189.76 feet;

THENCE 288.73 feet along a tangent curve to the left, having a radius of 1100.00 feet, a central angle of 15°02'20", the chord of which bears S60°12'42"E a distance of 287.90 feet;

THENCE S67°43'53"E a distance of 389.43 feet;

THENCE 175.75 feet along a tangent curve to the right, having a radius of 1900.00 feet, a central angle of 05°18'00", the chord of which bears S65°04'53"E a distance of 175.69 feet;

THENCE S62°25'53"E a distance of 396.37 feet;

THENCE 158.94' feet along a tangent curve to the left, having a radius of 700.00 feet, a central angle of 13°00'34", the chord of which bears S68°56'10"E a distance of 158.60 feet;

THENCE S75°26'27"E a distance of 53.92 feet;

THENCE 319.43 feet along a tangent curve to the right, having a radius of 1150.00 feet, a central angle of 15°54'53", the chord of which bears S67°29'01"E a distance of 318.40 feet;

THENCE S59°31'34"E a distance of 290.30 feet;

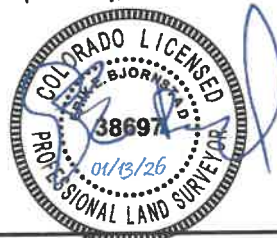
THENCE 66.63 feet along a tangent curve to the left, having a radius of 1125.00 feet, a central angle of 03°23'36", the chord of which bears S61°13'22"E a distance of 66.62 feet;

THENCE S62°55'10"E a distance of 31.59 feet to a point on the East line of the Northeast Quarter of said Section 34, the POINT OF TERMINUS for this centerline description, from whence the Northeast corner of said Section 34 bears N00°35'00"W a distance of 1799.27 feet, and the East Quarter corner of said Section 34, being monumented by a 2.5" GLO Brass Cap on a 1" pipe, properly marked and dated 1946, bears S00°35'00"E a distance of 827.27 feet.

The sidelines of this Right of Way are to be lengthened or shortened to terminate at the East and West lines of the Northeast Quarter of said Section 34.

The above described Right of Way contains 4.44 Acres (193,550 square feet), more or less.

Erik E. Bjornstad
Colorado PLS # 38697
For, and on behalf of SGM



SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

NE $\frac{1}{4}$ Section 34, T13S, R86W, 6th PM
Gunnison County, Colorado

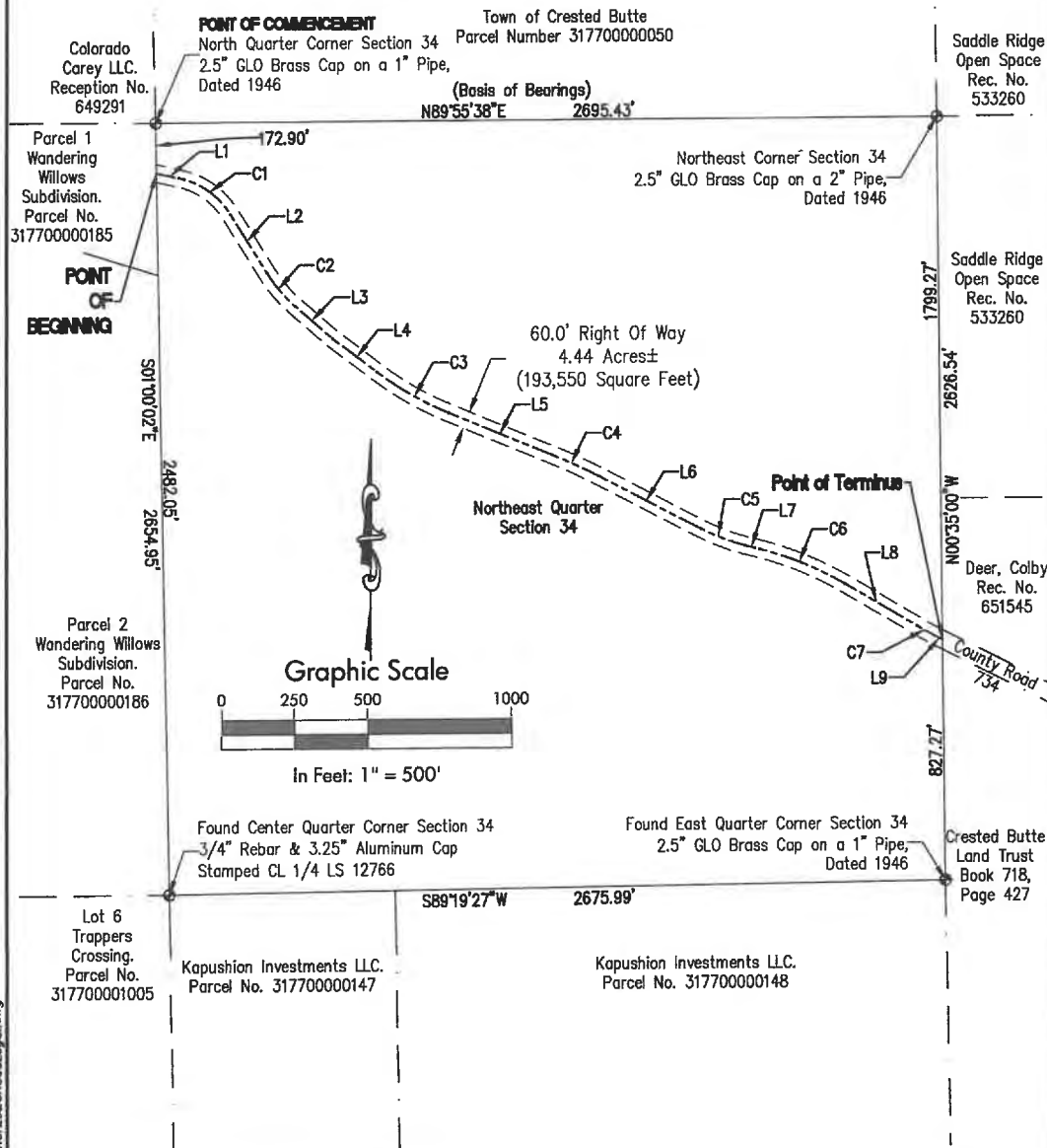
Job No. 2021-616.003
Drawn by: EB
Date: 1/13/2026
Approved: _____
File: Spelhar2026RoadLegal.dwg

Right of Way
Legal Description

Page No.
1
of 2

I:\2021\2021-616-Spelhar2026RoadLegal.dwg | 003-SpelharPlot | H-DWG | Surv | Dwg | BaseMap | Spelhar2026RoadLegal.dwg

- Exhibit B -



Line Table		
Line #	Direction	Length
L1	S77°16'03"E	83.82'
L2	S31°42'31"E	239.40'
L3	S48°42'46"E	170.72'
L4	S52°41'32"E	189.76'
L5	S67°43'53"E	389.43'
L6	S62°25'53"E	396.37'
L7	S75°26'27"E	53.92'
L8	S59°31'34"E	290.30'
L9	S62°55'10"E	31.59'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	222.64'	280.00'	45°33'32"	S54°29'17"E	216.82'
C2	148.39'	500.00'	17°00'14"	S40°12'38"E	147.84'
C3	288.73'	1100.00'	15°02'20"	S60°12'42"E	287.90'
C4	175.75'	1900.00'	5°18'00"	S65°04'53"E	175.69'
C5	158.94'	700.00'	13°00'34"	S68°56'10"E	158.60'
C6	319.43'	1150.00'	15°54'53"	S67°29'01"E	318.40'
C7	66.63'	1125.00'	3°23'36"	S61°13'22"E	66.62'

This Exhibit Map is intended to graphically depict a legal description and is not a Land Survey Plat or a Monumented Land Survey.

L: 2021, 2021-616-SpeharBoundary.plt | 003-SpeharPlat | H-Dwg | Surv | Dwg | BrassMap | Spehar 2022RoadLegal.dwg

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: December 2025 Cash Transfer Report

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

December 2025 Cash Transfer Report

Fiscal Impact: 11,076,866.89

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 1/14/2026

County Attorney Review:

☐ Required

☒ Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/15/2026

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 1/20/2026



**GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
December-25**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(162,860.84)
130	95 11122	General - Payroll Account	1,461,239.99	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	(407,181.29)
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(8,098,620.02)
002	02 11900	Road & Bridge	0.00	(272,842.59)
003	03 11900	Human Services	0.00	(117,067.02)
004	04 11900	Public Health Agency	0.00	(36,560.65)
007	07 11900	Conservation Trust	41,385.72	0.00
008	08 11900	Bond Fund	0.00	(137,903.50)
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	180,261.71	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	140,509.10	0.00
013	13 11900	Land Preservation	209,968.22	0.00
030	30 11900	Mosquito Control	1,474.94	0.00
032	32 11900	Sage Grouse Trust	34,808.81	0.00
034	34 11900	Risk Management	0.00	(21.04)
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	(174,745.55)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(44,091.11)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(529,191.27)
125	52 11101	Solid Waste - Landfill Closure	21,973.77	0.00
126	52 11102	Solid Waste - Landfill Const	82,534.62	0.00
070	70 11900	Housing Authority	4,393,438.02	0.00
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	1,879.89	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	989,121.27	0.00
082	82 11900	ISF-II	0.00	(42.13)
090	90 11900	Health Insurance Trust	0.00	(102,630.94)
115	90 11101	Health Insurance Claims	354,911.82	0.00
091	91 11900	Local Marketing District	0.00	(163,752.39)
092	92 11900	Transportation Authority	0.00	(829,279.73)
093	93 11900	Public Trustee Agency	0.00	(76.82)
145	95 11121	Accounts Payable Clearing	3,163,359.01	0.00
TOTALS			\$ 11,076,866.89	\$ (11,076,866.89)

TRANSFER FOR JOURNAL ENTRIES:

512127, 512128, 512129, 512130, 512131, GBI 512009, 511596, 511599, 511633, 511634, 512137, 512146, 511743, 512457, 512458, 512460, 512461, 512466, 512467, 512471, 512472, 512474, 512581, 512583, 512584, 413784, 505575, 507451, 508297, 413998, Void 3646, Void 164425, Void 164915, GNIAP, 512473, GNI 512464, 512465,

PREPARED BY:

Whitney

DATE:

JAN 9 2026

AUTHORIZED BY:

Lupita Halligan

DATE:

1/9/26

RECEIVED BY TREASURER:

Lerena Brown

DATE:

1/9/26

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

December-25

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900
	-	512127, STND1: VEHICLE/EQUIPMENT RENT	12/31/2025	(27,143.75)						(903.11)
	-	512128, STND2: BUDGETED INTERFUND TRANSFERS	12/31/2025	38,944.68					(9,545.84)	
	-	512129, STND3: MAPPING SYSTEM CHARGES	12/31/2025	(11,533.33)					(1,675.76)	(22.08)
	-	512130, STND4: TELEPHONE/FAX SYSTEM CHARGES	12/31/2025	(4,945.34)					(498.00)	(765.00)
	-	512131, STND5: COMPUTER SYSTEM CHARGES	12/31/2025	(30,516.10)					(3,302.58)	(2,833.33)
	-	GBI 512009, Weed District Rent December	12/1/2025	(765.00)						
	-	511596, REVERSE NOV SHORTFALLS	11/30/2025	197,475.00						
	-	511599, MOTORPOOL RENTS NOV	11/30/2025	(1,389.50)						
	-	511633, EQUIPMENT USAGE NOV	11/30/2025	(97.85)					(114,745.91)	
	-	511634, MATERIAL USAGE NOV	11/30/2025	(421.53)					(6,360.15)	
	-	512137, RECLASS COMPUTER SVCS TO GRANTS	12/31/2025	(250.00)						
	-	512146, TRUE-UP TREASURER'S FEES	12/1/2025						109.93	
	-	511743, RECLASS REVENUE FROM WEED TO PW	11/30/2025	(15,000.00)					15,000.00	
	-	512457, BUDGETED TRANSFER FROM LMD TO ECC LMD	12/31/2025	59,852.00						
	-	512458, POSTAGE USE DEC. 2025	12/31/2025	(1,143.69)						
	-	512460, COPIES BLACK DEC 2025	12/31/2025	(585.80)					(112.08)	(6.40)
	-	512461, COPIES COLOR DEC 2025	12/31/2025	(1,848.43)					(408.60)	(12.60)
	-	512466, DHS ATTORNEY TIME 4TH QTR	12/31/2025	35,249.62						(35,249.62)
	-	512467, DHS ACCOUNTING TIME 4TH QTR	12/31/2025	5,351.92						(5,351.92)
	-	512471, DHS RENT DEC 2025	12/31/2025	15,149.00						(15,149.00)
	-	512472, PH PHOTOCOPY DEC 2025	12/31/2025	(80.00)						
	-	512474, LANDFILL ALLOCATION DEC	12/31/2025							
	-	512581, REC MED/DEN/FLEX/RX CHECKS DEC	12/31/2025	(5,748.73)						
	-	512583, CAPEX CASH TRANSFER FROM ROAD AND BRIDGE	12/31/2025	194,065.00					(214,065.00)	
	-	512584, DECEMBER CASH SHORTFALL TRANSFERS	12/31/2025	(377,550.00)						
	-	413784, Audit Journal								
	-	505575, Sales Tax True Up								
	-	507451, Missed Cash transfer - Landfill Allocation	7/31/2025							
	-	508297, Missed Cash transfer - Landfill Allocation	8/31/2025							
	-	413998, Missed Cash transfer - Move balance of restricted cash	12/31/2024	407,181.29		(407,181.29)				
	-									
	-									
	-	Void 3646, Servitas	11/20/2025							
	-	Void 164425, Marcuzzo	11/18/2025	600.00						
	-	Void 164915, Rural Housing of Gunnison	12/5/2025	600.00						1,277.00
	-	GNI PCARD IMPORT November 2025	11/30/2025	41,203.03					(1,527.23)	(5,090.68)
	-	AP, AP CLEARING December 2025	12/31/2025	(413,678.27)					(57,757.20)	(12,341.74)
	-	512473, REVENUE CLEARING December 2025	12/31/2025	694,033.97				(8,098,620.02)	300,461.02	140,014.91
	-	GNI 512464, PAYROLL IMPORT December 2025	12/31/2025	501,370.96					(178,415.19)	(180,633.45)
	-	512465, PAYROLL TRANSFER (BMO TRF) December 2025	12/31/2025	(1,461,239.99)						
	-	TOTALS		(162,860.84)	-	(407,181.29)	-	(8,098,620.02)	(272,842.59)	(117,067.02)

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

December-25

			04	07	08	08	08	10	10	12	13
			Public	Conservation	Bond	Series 2010	Series 2013	Airport	Terminal	Sales	Land
			Health	Trust	Fund	Bond Reserve	Bond Reserve	Operations	Construction	Tax	Preservation
JE's	Description	Date	04 11900	07 11900	08 11900	08 11101	08 11102	10 11900	10 11101	12 11900	13 11900
512127,	STND1: VEHICLE/EQUIPMENT RENT	12/31/2025						(1,613.04)			
512128,	STND2: BUDGETED INTERFUND TRANSFERS	12/31/2025	(5,166.67)					(4,635.00)			
512129,	STND3: MAPPING SYSTEM CHARGES	12/31/2025	(22.08)					(22.08)			
512130,	STND4: TELEPHONE/FAX SYSTEM CHARGES	12/31/2025	(989.99)					(408.00)			
512131,	STND5: COMPUTER SYSTEM CHARGES	12/31/2025	(5,439.75)					(1,840.00)			
GBI 512009,	Weed District Rent December	12/1/2025						765.00			
511596,	REVERSE NOV SHORTFALLS	11/30/2025	(111,975.00)								
511599,	MOTORPOOL RENTS NOV	11/30/2025	(678.30)								
511633,	EQUIPMENT USAGE NOV	11/30/2025									
511634,	MATERIAL USAGE NOV	11/30/2025									
512137,	RECLASS COMPUTER SVCS TO GRANTS	12/31/2025	250.00								
512146,	TRUE-UP TREASURER'S FEES	12/1/2025		5,154.38							
511743,	RECLASS REVENUE FROM WEED TO PW	11/30/2025									
512457,	BUDGETED TRANSFER FROM LMD TO ECC LMD	12/31/2025									
512458,	POSTAGE USE DEC. 2025	12/31/2025	(11.84)								
512460,	COPIES BLACK DEC 2025	12/31/2025	(8.64)					(18.47)			
512461,	COPIES COLOR DEC 2025	12/31/2025	(7.02)					(33.47)			
512466,	DHS ATTORNEY TIME 4TH QTR	12/31/2025									
512467,	DHS ACCOUNTING TIME 4TH QTR	12/31/2025									
512471,	DHS RENT DEC 2025	12/31/2025									
512472,	PH PHOTOCOPY DEC 2025	12/31/2025	(136.92)								
512474,	LANDFILL ALLOCATION DEC	12/31/2025									
512581,	REC MED/DEN/FLEX/RX CHECKS DEC	12/31/2025									
512583,	CAPEX CASH TRANSFER FROM ROAD AND BRIDGE	12/31/2025									
512584,	DECEMBER CASH SHORTFALL TRANSFERS	12/31/2025	172,200.00								
413784,	Audit Journal									(141,770.00)	141,770.00
505575,	Sales Tax True Up									7,119.00	(7,119.00)
507451,	Missed Cash transfer - Landfill Allocation	7/31/2025									
508297,	Missed Cash transfer - Landfill Allocation	8/31/2025									
413998,	Missed Cash transfer - Move balance of restricted cash	12/31/2024									
Void 3646,	Servitas	11/20/2025									
Void 164425,	Marcuzzo	11/18/2025									
Void 164915,	Rural Housing of Gunnison	12/5/2025									
GNI	PCARD IMPORT November 2025	11/30/2025	(8,207.59)					(3,940.46)			
AP,	AP CLEARING December 2025	12/31/2025	(37,404.56)		(137,903.50)			(62,741.47)		(192,412.28)	
512473,	REVENUE CLEARING December 2025	12/31/2025	92,938.83	36,231.34				344,785.71		467,572.38	75,317.22
GNI 512464,	PAYROLL IMPORT December 2025	12/31/2025	(131,901.12)					(90,037.01)			
512465,	PAYROLL TRANSFER (BMO TRF) December 2025	12/31/2025									
TOTALS			(36,560.65)	41,385.72	(137,903.50)	-	-	180,261.71	-	140,509.10	209,968.22

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

December-25

JE's	Description	Finance Business Date	30	32	34	41	43	50	50	51	51
			Mosquito Control 30 11900	Sage Grouse 32 11900	Risk Management 34 11900	Airport Construction 41 11900	Capital Expenditures 43 11900	Sewer Fund 50 11900	Sewer Bond Reserve 50 11101	Water Fund 51 11900	Water Bond Reserve 51 11101
512127,	STND1: VEHICLE/EQUIPMENT RENT	12/31/2025						(354.17)		(1,456.45)	
512128,	STND2: BUDGETED INTERFUND TRANSFERS	12/31/2025	1,675.00					(3,749.57)		2,416.65	
512129,	STND3: MAPPING SYSTEM CHARGES	12/31/2025								(661.67)	
512130,	STND4: TELEPHONE/FAX SYSTEM CHARGES	12/31/2025								(45.00)	
512131,	STND5: COMPUTER SYSTEM CHARGES	12/31/2025								(445.00)	
GBI 512009,	Weed District Rent December	12/1/2025									
511596,	REVERSE NOV SHORTFALLS	11/30/2025			(38,750.00)		(20,000.00)				
511599,	MOTORPOOL RENTS NOV	11/30/2025									
511633,	EQUIPMENT USAGE NOV	11/30/2025									
511634,	MATERIAL USAGE NOV	11/30/2025									
512137,	RECLASS COMPUTER SVCS TO GRANTS	12/31/2025									
512146,	TRUE-UP TREASURER'S FEES	12/1/2025									
511743,	RECLASS REVENUE FROM WEED TO PW	11/30/2025									
512457,	BUDGETED TRANSFER FROM LMD TO ECC LMD	12/31/2025									
512458,	POSTAGE USE DEC. 2025	12/31/2025									
512460,	COPIES BLACK DEC 2025	12/31/2025								(6.20)	
512461,	COPIES COLOR DEC 2025	12/31/2025								(8.28)	
512466,	DHS ATTORNEY TIME 4TH QTR	12/31/2025									
512467,	DHS ACCOUNTING TIME 4TH QTR	12/31/2025									
512471,	DHS RENT DEC 2025	12/31/2025									
512472,	PH PHOTOCOPY DEC 2025	12/31/2025									
512474,	LANDFILL ALLOCATION DEC	12/31/2025		7,132.91							
512581,	REC MED/DEN/FLEX/RX CHECKS DEC	12/31/2025									
512583,	CAPEX CASH TRANSFER FROM ROAD AND BRIDGE	12/31/2025					20,000.00				
512584,	DECEMBER CASH SHORTFALL TRANSFERS	12/31/2025			61,250.00						
413784,	Audit Journal										
505575,	Sales Tax True Up										
507451,	Missed Cash transfer - Landfill Allocation	7/31/2025		14,613.18							
508297,	Missed Cash transfer - Landfill Allocation	8/31/2025		13,062.72							
413998,	Missed Cash transfer - Move balance of restricted cash	12/31/2024									
Void 3646,	Servitas	11/20/2025									
Void 164425,	Marcuzzo	11/18/2025									
Void 164915,	Rural Housing of Gunnison	12/5/2025									
GNI	PCARD IMPORT November 2025	11/30/2025								(25.21)	
AP,	AP CLEARING December 2025	12/31/2025	(200.06)		(22,521.04)			(168,621.83)		(30,018.88)	
512473,	REVENUE CLEARING December 2025	12/31/2025									
GNI 512464,	PAYROLL IMPORT December 2025	12/31/2025						(2,019.98)		(13,841.07)	
512465,	PAYROLL TRANSFER (BMO TRF) December 2025	12/31/2025									
	TOTALS		1,474.94	34,808.81	(21.04)	-	-	(174,745.55)	-	(44,091.11)	-

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

December-25

JE's	Description	Finance Business Date	52	52	52	70	70	71	71	72	80
			Solid Waste 52 11900	Landfill Closure 52 11101	Landfill Construction 52 11102	Housing Authority 70 11900	Hsg Auth Deposits 70 11101	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900
512127,	STND1: VEHICLE/EQUIPMENT RENT	12/31/2025	(22,937.53)								54,564.30
512128,	STND2: BUDGETED INTERFUND TRANSFERS	12/31/2025	(5,538.58)								(8,108.83)
512129,	STND3: MAPPING SYSTEM CHARGES	12/31/2025									
512130,	STND4: TELEPHONE/FAX SYSTEM CHARGES	12/31/2025	(45.00)								(45.00)
512131,	STND5: COMPUTER SYSTEM CHARGES	12/31/2025	(715.00)								(460.00)
GBI 512009,	Weed District Rent December	12/1/2025									
511596,	REVERSE NOV SHORTFALLS	11/30/2025				(17,500.00)					
511599,	MOTORPOOL RENTS NOV	11/30/2025									2,067.80
511633,	EQUIPMENT USAGE NOV	11/30/2025	(4,033.22)								118,876.98
511634,	MATERIAL USAGE NOV	11/30/2025									6,781.68
512137,	RECLASS COMPUTER SVCS TO GRANTS	12/31/2025									
512146,	TRUE-UP TREASURER'S FEES	12/1/2025	(51.83)			(5,212.48)					
511743,	RECLASS REVENUE FROM WEED TO PW	11/30/2025									
512457,	BUDGETED TRANSFER FROM LMD TO ECC LMD	12/31/2025									
512458,	POSTAGE USE DEC. 2025	12/31/2025									
512460,	COPIES BLACK DEC 2025	12/31/2025									
512461,	COPIES COLOR DEC 2025	12/31/2025									
512466,	DHS ATTORNEY TIME 4TH QTR	12/31/2025									
512467,	DHS ACCOUNTING TIME 4TH QTR	12/31/2025									
512471,	DHS RENT DEC 2025	12/31/2025									
512472,	PH PHOTOCOPY DEC 2025	12/31/2025									
512474,	LANDFILL ALLOCATION DEC	12/31/2025	(28,522.83)	4,520.89	16,869.03						
512581,	REC MED/DEN/FLEX/RX CHECKS DEC	12/31/2025									
512583,	CAPEX CASH TRANSFER FROM ROAD AND BRIDGE	12/31/2025									
512584,	DECEMBER CASH SHORTFALL TRANSFERS	12/31/2025									
413784,	Audit Journal										
505575,	Sales Tax True Up										
507451,	Missed Cash transfer - Landfill Allocation	7/31/2025	(58,517.90)	9,206.51	34,698.21						
508297,	Missed Cash transfer - Landfill Allocation	8/31/2025	(52,276.47)	8,246.37	30,967.38						
413998,	Missed Cash transfer - Move balance of restricted cash	12/31/2024									
Void 3646,	Servitas	11/20/2025				3,644,948.94					
Void 164425,	Marcuzzo	11/18/2025									
Void 164915,	Rural Housing of Gunnison	12/5/2025									
GNI	PCARD IMPORT November 2025	11/30/2025	(6,687.57)			(72.56)					(4,220.20)
AP,	AP CLEARING December 2025	12/31/2025	(296,149.00)			(3,506,088.18)		(8,650.63)			(83,726.04)
512473,	REVENUE CLEARING December 2025	12/31/2025				4,286,402.22		11,648.00			1,007,186.40
GNI 512464,	PAYROLL IMPORT December 2025	12/31/2025	(53,716.34)			(9,039.92)		(1,117.48)			(103,795.82)
512465,	PAYROLL TRANSFER (BMO TRF) December 2025	12/31/2025									
TOTALS			(529,191.27)	21,973.77	82,534.62	4,393,438.02	-	1,879.89	-	-	989,121.27

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

December-25

			82	90	90	91	92	93	95	95
			Finance	Internal	Health	Health Claims	Marketing	Transportation	Public	Accounts Pay
			Business	Service II	Insurance	Clearing	District	Authority	Trustee	Clearing
JE's	Description	Date	82 11900	90 11900	90 11101	91 11900	92 11900	93 11900	95 11121	95 11122
512127,	STND1: VEHICLE/EQUIPMENT RENT	12/31/2025	(156.25)							
512128,	STND2: BUDGETED INTERFUND TRANSFERS	12/31/2025	(1,416.67)			(3,708.50)	(1,166.67)			
512129,	STND3: MAPPING SYSTEM CHARGES	12/31/2025	13,937.00							
512130,	STND4: TELEPHONE/FAX SYSTEM CHARGES	12/31/2025	7,786.33					(45.00)		
512131,	STND5: COMPUTER SYSTEM CHARGES	12/31/2025	45,786.76					(235.00)		
GBI 512009,	Weed District Rent December	12/1/2025								
511596,	REVERSE NOV SHORTFALLS	11/30/2025	(7,750.00)					(1,500.00)		
511599,	MOTORPOOL RENTS NOV	11/30/2025								
511633,	EQUIPMENT USAGE NOV	11/30/2025								
511634,	MATERIAL USAGE NOV	11/30/2025								
512137,	RECLASS COMPUTER SVCS TO GRANTS	12/31/2025								
512146,	TRUE-UP TREASURER'S FEES	12/1/2025								
511743,	RECLASS REVENUE FROM WEED TO PW	11/30/2025								
512457,	BUDGETED TRANSFER FROM LMD TO ECC LMD	12/31/2025				(59,852.00)				
512458,	POSTAGE USE DEC. 2025	12/31/2025	1,155.53							
512460,	COPIES BLACK DEC 2025	12/31/2025	737.59							
512461,	COPIES COLOR DEC 2025	12/31/2025	2,318.40							
512466,	DHS ATTORNEY TIME 4TH QTR	12/31/2025								
512467,	DHS ACCOUNTING TIME 4TH QTR	12/31/2025								
512471,	DHS RENT DEC 2025	12/31/2025								
512472,	PH PHOTOCOPY DEC 2025	12/31/2025	216.92							
512474,	LANDFILL ALLOCATION DEC	12/31/2025								
512581,	REC MED/DEN/FLEX/RX CHECKS DEC	12/31/2025		(349,163.09)	354,911.82					
512583,	CAPEX CASH TRANSFER FROM ROAD AND BRIDGE	12/31/2025								
512584,	DECEMBER CASH SHORTFALL TRANSFERS	12/31/2025	141,000.00					3,100.00		
413784,	Audit Journal									
505575,	Sales Tax True Up									
507451,	Missed Cash transfer - Landfill Allocation	7/31/2025								
508297,	Missed Cash transfer - Landfill Allocation	8/31/2025								
413998,	Missed Cash transfer - Move balance of restricted cash	12/31/2024								
Void 3646,	Servitas	11/20/2025							(3,644,948.94)	
Void 164425,	Marcuzzo	11/18/2025							(600.00)	
Void 164915,	Rural Housing of Gunnison	12/5/2025							(1,877.00)	
GNI	PCARD IMPORT November 2025	11/30/2025	(11,131.42)	(185.11)				(115.00)		
AP,	AP CLEARING December 2025	12/31/2025	(143,784.74)	(66,452.56)		(283,347.86)	(1,286,985.11)		6,810,784.95	
512473,	REVENUE CLEARING December 2025	12/31/2025				183,155.97	458,872.05			
GNI 512464,	PAYROLL IMPORT December 2025	12/31/2025	(48,741.58)	313,169.82				(1,281.82)		
512465,	PAYROLL TRANSFER (BMO TRF) December 2025	12/31/2025								1,461,239.99
TOTALS			(42.13)	(102,630.94)	354,911.82	(163,752.39)	(829,279.73)	(76.82)	3,163,359.01	1,461,239.99

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: November 2025 Sales Tax and Local Marketing Tax

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

November 2025 Sales Tax and Local Marketing Tax

Fiscal Impact:

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 1/13/2026

County Attorney Review:

☐ Required

☒ Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 1/15/2026

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 1/20/2026



Gunnison County, Colorado
Total Taxable Sales

Entity	2025 JAN	2025 FEB	2025 MAR	2025 APR	2025 MAY	2025 JUN	2025 JUL	2025 AUG	2025 SEP	2025 OCT	2025 NOV	2025 DEC	TOTAL
City of Gunnison	18,049,172	18,893,334	19,337,626	18,578,023	20,724,493	24,442,851	30,883,538	26,126,479	28,195,393	21,029,672	14,172,304		\$ 240,432,885
Crested Butte	11,712,346	15,613,837	16,085,261	6,338,693	6,602,562	14,905,605	24,060,045	18,966,055	14,497,666	9,285,113	6,565,862		\$ 144,633,045
Mt. Crested Butte	7,659,713	9,984,691	10,652,044	2,045,024	2,071,261	4,035,904	7,783,731	5,025,033	4,279,976	2,335,481	2,375,662		\$ 58,248,520
Marble	46,130	58,375	71,577	43,549	276,046	408,711	550,832	494,204	623,193	303,668	60,534		\$ 2,936,819
Pitkin	86,335	133,944	153,284	152,459	172,556	480,371	706,997	555,027	408,299	164,038	129,841		\$ 3,143,151
Unincorporated	20,064,643	31,378,809	20,845,498	19,463,254	20,434,570	26,822,367	29,268,313	26,747,821	27,815,883	21,719,361	21,254,229		\$ 265,814,748
TOTAL TAXABLE SALES	\$ 57,618,339	\$ 76,062,990	\$ 67,145,290	\$ 46,621,002	\$ 50,281,488	\$ 71,095,809	\$ 93,253,456	\$ 77,914,619	\$ 75,820,410	\$ 54,837,333	\$ 44,558,432		\$ 715,209,168
Computed 1% Sales Tax	\$ 576,183	\$ 760,630	\$ 671,453	\$ 466,210	\$ 502,815	\$ 710,958	\$ 932,535	\$ 779,146	\$ 758,204	\$ 548,373	\$ 445,584		\$ 7,152,092
% Incr(Decr) of 2025 over 2024	0.67%	26.54%	9.20%	21.97%	6.40%	2.47%	12.71%	2.00%	7.04%	-15.32%	-6.00%		5.83%
Entity	2024 JAN	2024 FEB	2024 MAR	2024 APR	2024 MAY	2024 JUN	2024 JUL	2024 AUG	2024 SEP	2024 OCT	2024 NOV	2024 DEC	TOTAL
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287	23,413,482	27,383,109	27,484,423	25,973,698	29,748,718	18,330,133	21,152,783	\$ 262,219,653
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115	14,713,649	21,945,417	17,505,137	16,527,245	12,305,211	7,170,091	15,295,391	\$ 162,825,706
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582	3,652,649	6,479,827	6,150,664	4,414,768	2,912,042	2,391,943	7,987,074	\$ 64,357,026
Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999	431,717	610,307	337,736	141,619	110,403	\$ 3,131,628
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439	440,850	357,610	212,714	82,909	159,512	\$ 2,444,499
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931	26,842,600	25,920,517	24,373,186	22,948,857	19,243,631	19,286,431	28,288,078	\$ 253,831,648
TOTAL TAXABLE SALES	\$ 57,236,655	\$ 60,109,302	\$ 61,487,173	\$ 38,223,329	\$ 47,259,056	\$ 69,379,456	\$ 82,740,308	\$ 76,385,977	\$ 70,832,485	\$ 64,760,052	\$ 47,403,126	\$ 72,993,241	\$ 748,810,160
Computed 1% Sales Tax	\$ 572,367	\$ 601,093	\$ 614,872	\$ 382,233	\$ 472,591	\$ 693,795	\$ 827,403	\$ 763,860	\$ 708,325	\$ 647,601	\$ 474,031	\$ 729,932	\$ 7,488,102
% Incr(Decr) of 2024 over 2023	2.66%	2.83%	-6.31%	-2.06%	4.41%	8.19%	-3.85%	-2.93%	2.44%	23.78%	0.11%	14.68%	3.22%
Entity	2023 JAN	2023 FEB	2023 MAR	2023 APR	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	\$ 257,556,501
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	\$ 164,545,060
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	\$ 65,082,524
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	\$ 3,136,316
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	\$ 2,241,089
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	\$ 232,911,141
TOTAL TAXABLE SALES	\$ 55,756,070	\$ 58,454,881	\$ 65,630,349	\$ 39,026,774	\$ 45,260,991	\$ 64,125,619	\$ 86,056,769	\$ 78,695,446	\$ 69,146,416	\$ 52,318,908	\$ 47,353,385	\$ 63,647,023	\$ 725,472,631
Computed 1% Sales Tax	\$ 557,561	\$ 584,549	\$ 656,303	\$ 390,268	\$ 452,610	\$ 641,256	\$ 860,568	\$ 786,954	\$ 691,464	\$ 523,189	\$ 473,534	\$ 636,470	\$ 7,254,726
% Incr(Decr) of 2023 over 2022	7.68%	9.17%	3.44%	-0.66%	1.04%	-5.60%	11.60%	4.70%	4.91%	2.39%	4.03%	2.47%	3.98%



GUNNISON COUNTY ONLY
SALES TAX REVENUE COMPARISONS

YEAR		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Year to Date
2025	COUNTY REVENUE	\$ 361,947	\$ 510,741	\$ 413,486	\$ 303,953	\$ 327,112	\$ 463,123	\$ 586,141	\$ 496,844	\$ 491,714	\$ 356,316	\$ 302,595		\$ 4,613,973	\$ 4,613,973
	% Change over previous year (monthly)	4.67%	40.35%	10.91%	25.14%	8.09%	1.68%	13.23%	3.91%	10.93%	-9.65%	-1.69%			9.21%
2024	COUNTY REVENUE	\$ 345,784	\$ 363,893	\$ 372,803	\$ 242,893	\$ 302,632	\$ 455,467	\$ 517,661	\$ 478,153	\$ 443,264	\$ 394,375	\$ 307,805	\$ 480,765	\$ 4,705,494	\$ 4,224,729
	% Change over previous year (monthly)	6.42%	6.98%	-4.35%	0.37%	7.97%	13.88%	-2.41%	-3.96%	-2.37%	17.96%	1.36%	20.61%		3.11%
2023	COUNTY REVENUE	\$ 324,932	\$ 340,144	\$ 389,749	\$ 241,989	\$ 280,294	\$ 399,947	\$ 530,432	\$ 497,880	\$ 454,007	\$ 334,331	\$ 303,664	\$ 398,619	\$ 4,495,987	\$ 4,097,368
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		7.69%
2022	COUNTY REVENUE	\$ 292,878	\$ 297,417	\$ 362,083	\$ 230,107	\$ 269,740	\$ 424,310	\$ 465,675	\$ 452,474	\$ 406,304	\$ 319,128	\$ 284,705	\$ 378,280	\$ 4,183,101	\$ 3,804,821
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		17.24%
2021	COUNTY REVENUE	\$ 233,764	\$ 257,877	\$ 290,061	\$ 199,332	\$ 232,968	\$ 360,366	\$ 410,033	\$ 364,718	\$ 372,329	\$ 273,281	\$ 250,647	\$ 326,389	\$ 3,571,764	\$ 3,245,375
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		26.27%
2020	COUNTY REVENUE	\$ 211,645	\$ 216,061	\$ 168,955	\$ 143,089	\$ 170,460	\$ 251,544	\$ 335,046	\$ 304,309	\$ 325,465	\$ 238,366	\$ 205,332	\$ 299,015	\$ 2,869,287	\$ 2,570,272
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		14.61%
2019	COUNTY REVENUE	\$ 170,068	\$ 166,941	\$ 175,741	\$ 132,172	\$ 142,698	\$ 237,026	\$ 315,888	\$ 272,816	\$ 247,731	\$ 201,760	\$ 179,764	\$ 260,373	\$ 2,502,978	\$ 2,242,605
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		10.50%
2018	COUNTY REVENUE	\$ 158,998	\$ 147,877	\$ 168,535	\$ 120,215	\$ 143,035	\$ 214,044	\$ 282,457	\$ 233,448	\$ 276,580	\$ 159,001	\$ 125,311	\$ 194,760	\$ 2,224,261	\$ 2,029,502
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		13.97%
2017	COUNTY REVENUE	\$ 139,392	\$ 147,047	\$ 175,495	\$ 96,225	\$ 115,279	\$ 183,923	\$ 225,052	\$ 239,240	\$ 200,934	\$ 141,366	\$ 116,836	\$ 182,356	\$ 1,963,146	\$ 1,780,790
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		4.17%
2016	COUNTY REVENUE	\$ 125,157	\$ 162,979	\$ 157,480	\$ 104,370	\$ 109,392	\$ 180,729	\$ 236,845	\$ 228,536	\$ 188,024	\$ 120,348	\$ 95,628	\$ 172,116	\$ 1,881,604	\$ 1,709,488
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		7.28%
2015	COUNTY REVENUE	\$ 126,679	\$ 125,795	\$ 150,379	\$ 85,652	\$ 102,664	\$ 165,071	\$ 230,768	\$ 195,968	\$ 196,937	\$ 113,088	\$ 100,454	\$ 165,123	\$ 1,758,576	\$ 1,593,454
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		

Budgeted Sales Tax Revenue	\$ 4,407,000
% YTD Actual / Total Budgeted	104.70%
Budgeted Sales Tax Revenue	\$ 4,207,000
% YTD Actual / Total Budgeted	100.42%
Budgeted Sales Tax Revenue	\$ 3,940,000
% YTD Actual / Total Budgeted	103.99%
Budgeted Sales Tax Revenue	\$ 3,406,600
% YTD Actual / Total Budgeted	111.69%
Budgeted Sales Tax Revenue	\$ 3,406,600
% YTD Actual / Total Budgeted	95.27%
Budgeted Sales Tax Revenue	\$ 2,364,672
% YTD Actual / Total Budgeted	108.69%
Budgeted Sales Tax Revenue	\$ 2,110,144
% YTD Actual / Total Budgeted	106.28%
Budgeted Sales Tax Revenue	\$ 1,924,050
% YTD Actual / Total Budgeted	105.48%
Budgeted Sales Tax Revenue	\$ 1,838,400
% YTD Actual / Total Budgeted	96.87%
Budgeted Sales Tax Revenue	\$ 1,838,000
% YTD Actual / Total Budgeted	93.01%
Budgeted Sales Tax Revenue	\$ 1,590,000
% YTD Actual / Total Budgeted	100.22%



Sales Tax by Industry and Jurisdiction November 2025 Sales Tax Collected

November 2025	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total
Amusement & Entertainment	1,958	5,624	-	543	0	498	\$ 8,623
Bldg Material & Trades	12,099	28,860	1	837	98	24,310	\$ 66,204
Clothing Stores	1,222	974	-	207	-	22	\$ 2,425
Department Stores	-	14,678	-	-	-	-	\$ 14,678
Furniture & Appliance Stores	5,545	1,280	212	1,089	73	1,026	\$ 9,225
Grocery Stores	9,345	7,389	0	42	32	149	\$ 16,957
Lodging	4,609	5,628	148	10,512	560	8,235	\$ 29,692
Manufacturing	1,506	2,185	20	4,639	2	3,385	\$ 11,739
Marijuana	1,267	2,778	-	-	-	-	\$ 4,046
Miscellaneous Services	4,990	9,335	4	1,089	158	12,080	\$ 27,656
Online Sales	-	-	-	-	-	130,137	\$ 130,137
Ranching & Agriculture	-	-	-	-	-	146	\$ 146
Specialty Shops	3,803	14,130	7	55	31	14,674	\$ 32,698
Utilities	3,618	5,468	207	4,428	324	13,045	\$ 27,090
Vehicle Sales, Parts & Services	1,343	11,095	6	82	17	2,887	\$ 15,430
Restaurant, Bars & Liquor Stores	13,397	27,106	0	234	-	1,306	\$ 42,043
Gas & Convenience Stores	957	5,191	-	-	4	643	\$ 6,795
Grand Total	\$ 65,659	\$ 141,723	\$ 605	\$ 23,757	\$ 1,298	\$ 212,542	\$ 445,584

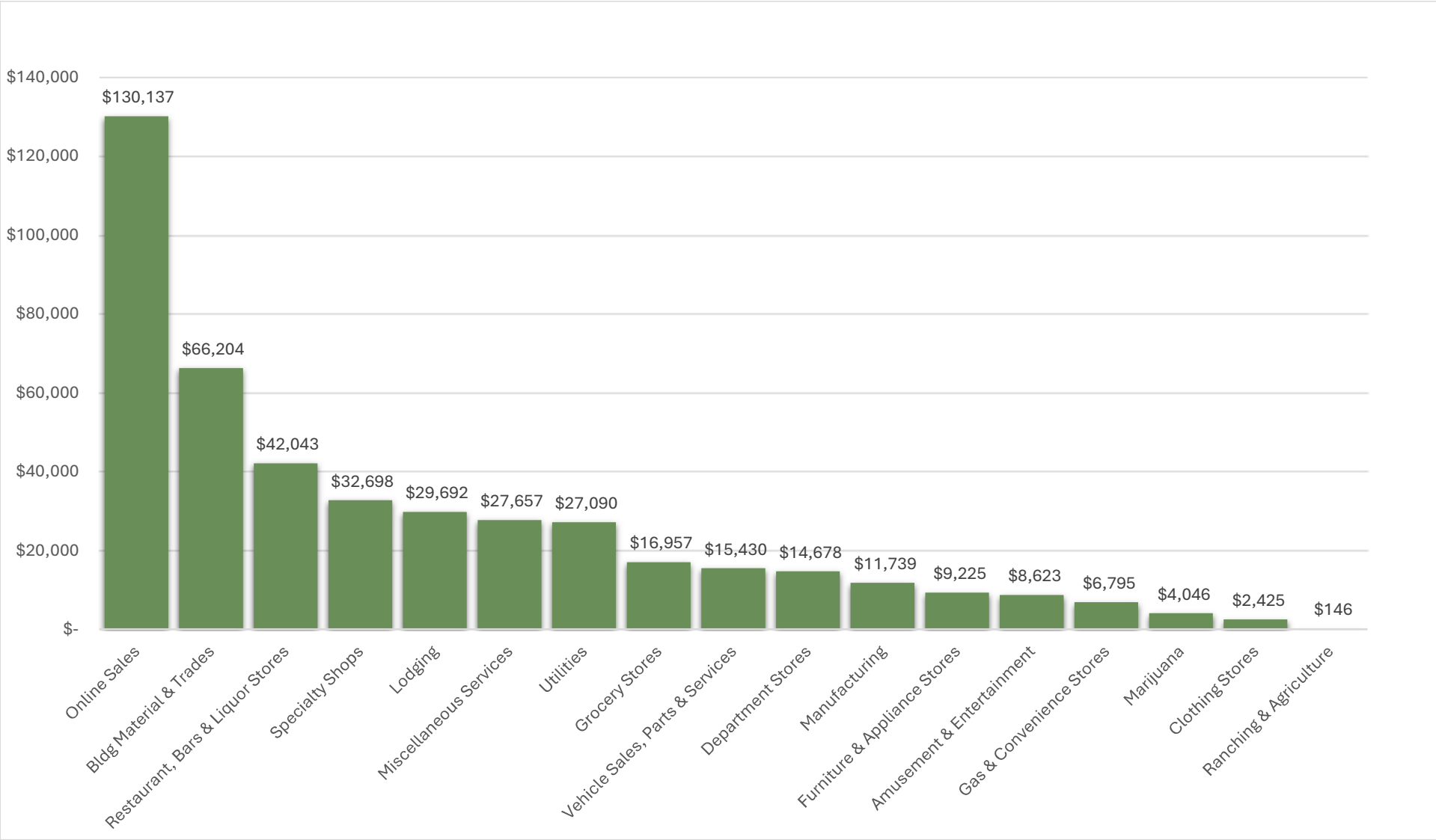
\$ Change from PY	% Change from PY
\$ (645)	-6.96%
\$ 2,256	3.53%
\$ (611)	-20.13%
\$ (241)	-1.62%
\$ 3,073	49.95%
\$ (33,741)	-66.55%
\$ (654)	-2.16%
\$ 9	0.08%
\$ (240)	-5.59%
\$ (3,070)	-9.99%
\$ 1,426	1.11%
\$ 126	650.83%
\$ 7,869	31.69%
\$ (3,941)	-12.70%
\$ (1,804)	-10.47%
\$ 2,550	6.46%
\$ (809)	-10.64%
\$ (28,447)	-6.00%

% Change from PY -8% -23% -57% -1% 57% 10% -6%

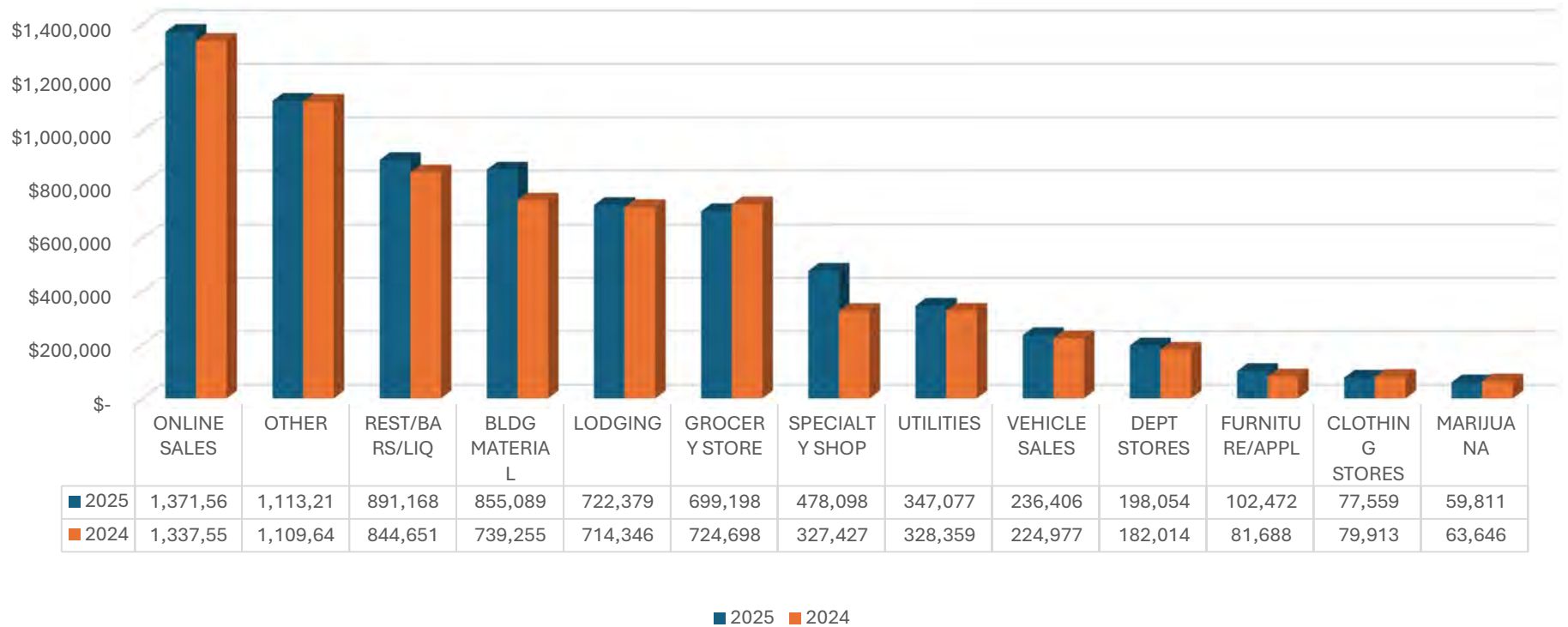
November 2024	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total
Amusement & Entertainment	2,492	5,893	-	658	0	225	\$ 9,267
Bldg Material & Trades	16,152	32,752	25	1,894	165	12,960	\$ 63,948
Clothing Stores	1,463	1,067	6	394	3	103	\$ 3,036
Department Stores	-	14,911	3	-	-	5	\$ 14,919
Furniture & Appliance Stores	2,230	1,768	63	17	0	2,074	\$ 6,152
Grocery Stores	8,534	41,841	-	188	10	125	\$ 50,698
Lodging	4,979	5,322	269	12,568	287	6,922	\$ 30,346
Manufacturing	3,302	1,877	379	864	0	5,307	\$ 11,730
Marijuana	1,308	2,977	-	-	-	-	\$ 4,285
Miscellaneous Services	7,478	12,072	80	1,909	73	9,114	\$ 30,727
Online Sales	2	8	0	-	-	128,701	\$ 128,711
Ranching & Agriculture	-	19	-	-	-	-	\$ 19
Specialty Shops	4,410	13,941	276	253	21	5,928	\$ 24,829
Utilities	4,439	5,728	215	4,804	260	15,585	\$ 31,031
Vehicle Sales, Parts & Services	903	12,139	84	68	5	4,034	\$ 17,234
Restaurant, Bars & Liquor Stores	13,157	25,654	1	304	-	378	\$ 39,494
Gas & Convenience Stores	852	5,333	15	-	4	1,401	\$ 7,605
Grand Total	\$ 71,701	\$ 183,301	\$ 1,416	\$ 23,919	\$ 829	\$ 192,864	\$ 474,031

Gunnison County Sales Tax by Industry

November 2025



Gunnison County Sales Tax
Year to Date Industry Comparison
2025 vs 2024



*Other=Amusement & Entertainment, Gas & Convenience Stores, Manufacturing, Miscellaneous Services, Ranching & Agriculture



COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2025															
	Current Month Net Collection	552,411.00	366,081.52	482,897.74	109,532.30	143,816.00	357,268.00	548,351.00	411,513.58	445,544.14	184,305.00	119,522.00			
	Marble Only Collections	888.00	296.52	365.00	310.00	480.00	2,826.00	4,598.00	2,349.00	7,117.00	2,246.00	274.00			
	Non Marble Collections	551,523.00	365,785.00	482,532.74	109,222.30	143,336.00	354,442.00	543,753.00	409,164.58	438,427.14	182,059.00	119,248.00			
	Interest Credit	38,440.00	537.00	116.00	56.20	9.00	-	16.00	101.79	1,147.78	92.00	7.00			
	Program Cost	-	689.47	671.92	479.81	409.15	(11,529.51)	639.41	858.53	567.97	609.03	721.10			
	Current Total Distribution	\$ 590,851.00	\$ 367,307.99	\$ 483,685.66	\$ 110,068.31	\$ 144,234.15	\$ 345,738.49	\$ 549,006.41	\$ 412,473.90	\$ 447,259.89	\$ 185,006.03	\$ 120,250.10	\$ -	\$ 3,755,881.93	\$ 3,755,881.93
% Change over previous year (cumulative)		95.14%	-20.30%	-0.18%	16.94%	11.62%	5.43%	4.10%	-2.65%	2.76%	0.47%	-5.16%			7.41%
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2024															
	Current Month Net Collection	302,223.00	459,681.85	483,880.95	93,482.00	128,750.00	338,680.46	526,665.00	422,316.88	434,627.00	183,250.00	126,184.76	353,760.00		
	Marble Only Collections	233.00	495.00	1,071.00	378.00	1,125.00	5,321.48	3,695.00	2,715.00	7,583.00	1,571.00	990.76	1,712.00		
	Non Marble Collections	301,990.00	459,186.85	482,809.95	93,104.00	127,625.00	333,358.98	522,970.00	419,601.88	427,044.00	181,679.00	125,194.00	352,048.00		
	Interest Credit	98.00	339.00	2.00	34.00	42.00	10.00	10.00	581.00	26.00	77.00	48.00	216.00		
	Program Cost	454.95	818.84	664.34	608.05	430.22	(10,770.14)	729.17	820.36	608.90	807.26	564.64	255.67		
	Current Total Distribution	\$ 302,775.95	\$ 460,839.69	\$ 484,547.29	\$ 94,124.05	\$ 129,222.22	\$ 327,920.32	\$ 527,404.17	\$ 423,718.24	\$ 435,261.90	\$ 184,134.26	\$ 126,797.40	\$ 354,231.67	\$ 3,850,977.16	\$ 3,496,745.49
% Change over previous year (cumulative)		-5.02%	40.64%	11.88%	-2.64%	3.81%	12.20%	5.81%	18.56%	-4.02%	-16.05%	-0.20%	2.81%		7.64%
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2023															
	Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
	Marble Only Collections	584.00	(362.00)	926.00	318.00	600.00	2,512.00	2,919.00	1,950.00	5,775.00	1,270.00	564.00	1,397.00		
	Non Marble Collections	317,905.00	327,570.00	431,738.00	95,968.00	123,421.56	299,625.15	495,479.00	354,535.00	446,993.00	216,265.00	125,825.00	342,725.00		
	Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
	Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
	Current Total Distribution	\$ 318,774.21	\$ 327,664.69	\$ 433,112.61	\$ 96,673.57	\$ 124,484.83	\$ 292,264.33	\$ 498,464.59	\$ 357,373.24	\$ 453,495.82	\$ 219,348.84	\$ 127,046.45	\$ 344,533.12	\$ 3,593,236.30	\$ 3,248,703.18
% Change over previous year (cumulative)		-2.64%	-3.44%	-13.46%	-11.88%	-10.70%	-10.76%	-7.64%	-6.67%	-3.44%	-2.45%	-1.86%	-1.38%		-1.86%
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2022															
	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
	Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
	Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
	Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63	\$ 381,932.34	\$ 194,462.90	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 3,310,299.18
% Change over previous year (cumulative)		28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%		4.94%
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2021															
	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 3,154,387.23
% Change over previous year (cumulative)		32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%		46.37%
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2020															
	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 2,155,077.53
% Change over previous year (cumulative)		5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%		9.33%

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 1,971,157.83
	% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%		1.63%
2018		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 1,939,538.49
	% Change over previous year (cumulative)	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%		12.48%
2017		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
	Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
	Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
	Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
	Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,724,373.01
	% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%		9.96%
2016		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
	Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
	Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
	Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
	Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,568,249.57
	% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%		



COMPARATIVE LOCAL MARKETING DISTRICT TAX BY JURISDICTION

	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	
Jurisdiction	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Crested Butte	63,764	65,188	85,998	14,202	19,914	63,177	126,948	100,800	82,910	38,618	21,310		\$ 682,829
Gunnison	20,555	20,771	26,006	26,550	30,785	73,481	94,603	63,676	89,837	32,870	19,426		\$ 498,559
Marble	888	297	365	310	480	2,826	4,598	2,349	7,117	2,246	274		\$ 21,750
Pitkin	211	323	264	159	236	857	485	3,777	4,634	250	33		\$ 11,229
Mt Crested Butte	444,891	213,368	296,116	42,176	42,947	106,715	181,733	114,742	146,925	56,884	47,224		\$ 1,693,720
Unincorporated/ Gunnison County	60,542	66,672	74,265	26,192	49,463	110,212	140,000	126,272	115,269	53,529	31,262		\$ 853,678
Program Cost	-	689	672	480	409	(11,530)	639	859	568	609	721		\$ (5,883)
Grand Total	\$ 590,851	\$ 367,308	\$ 483,686	\$ 110,068	\$ 144,234	\$ 345,738	\$ 549,006	\$ 412,474	\$ 447,260	\$ 185,006	\$ 120,250	\$ -	\$ 3,755,882

	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	
Jurisdiction	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Crested Butte	70,997	71,490	79,674	14,439	13,019	58,935	95,784	78,292	81,695	27,033	23,907	59,382	\$ 674,646
Gunnison	22,957	22,597	36,929	9,361	35,418	59,049	71,044	60,648	65,912	57,615	17,074	35,277	\$ 493,881
Marble	233	495	1,071	378	1,125	5,321	3,695	2,715	7,583	1,571	991	1,712	\$ 26,890
Pitkin	455	116	253	4	183	982	534	542	2,406	(140)	281	297	\$ 5,913
Mt Crested Butte	164,641	305,295	292,509	45,906	39,698	108,867	209,912	134,312	173,552	56,202	54,810	192,003	\$ 1,777,707
Unincorporated/ Gunnison County	43,038	60,028	73,447	23,428	39,349	105,536	145,706	146,389	103,505	41,046	29,171	65,305	\$ 875,948
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	\$ (4,008)
Grand Total	\$ 302,776	\$ 460,840	\$ 484,547	\$ 94,124	\$ 129,222	\$ 327,920	\$ 527,404	\$ 423,718	\$ 435,262	\$ 184,134	\$ 126,797	\$ 354,232	\$ 3,850,977

	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	
Jurisdiction	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Crested Butte	80,485	86,575	97,052	20,093	18,676	57,031	125,482	85,149	86,059	35,953	19,017	63,132	\$ 774,704
Gunnison	20,102	18,630	36,773	14,004	22,552	64,907	58,596	64,356	89,441	34,185	20,253	30,013	\$ 473,812
Marble	584	(362)	926	318	600	2,512	2,919	1,950	5,775	1,270	564	1,408	\$ 18,464
Pitkin	228	317	126	231	124	761	1,490	592	3,711	166	31	324	\$ 8,101
Mt Crested Butte	173,293	183,692	253,661	44,832	46,901	78,627	158,286	104,205	169,130	63,240	55,994	197,897	\$ 1,529,758
Unincorporated/ Gunnison County	43,785	38,389	44,129	16,810	35,189	98,319	151,627	100,291	98,654	83,556	30,630	51,433	\$ 792,812
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	\$ (4,414)
Grand Total	\$ 318,774	\$ 327,665	\$ 433,113	\$ 96,674	\$ 124,485	\$ 292,264	\$ 498,465	\$ 357,373	\$ 453,496	\$ 219,349	\$ 127,046	\$ 344,533	\$ 3,593,236



COMPARATIVE LOCAL MARKETING DISTRICT TAX BY NAICS

	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	
NAICS	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Sales Financing	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Lessors of Residential Buildings	27,046	23,553	47,458	985	9,847	43,153	63,753	64,969	59,673	12,562	2,918		\$ 355,917
Lessors of Other Real Estate Property	267,649	32,343	44,562	1,581	4,102	14,078	35,123	19,496	15,753	6,755	3,713		\$ 445,155
Residential Property Managers	23,115	27,090	35,894	1,597	6,294	17,076	38,227	31,298	21,027	6,130	3,478		\$ 211,226
Hotels and Motels	78,447	104,564	162,868	29,103	32,938	105,962	151,648	109,912	181,600	55,050	25,707		\$ 1,037,799
Bed and Breakfast Inns	1,161	2,963	5,166	58	315	5,402	6,943	5,174	11,337	1,861	226		\$ 40,606
All Other Traveler Accommodation	186,849	166,162	182,217	73,856	83,690	146,678	225,276	156,486	133,700	95,551	82,007		\$ 1,532,471
RV Parks and Campgrounds	4,230	4,273	2,398	2,177	5,057	20,681	21,485	18,367	17,493	2,723	945		\$ 99,829
Recreational and Vacation Camps	2,354	5,671	2,451	232	1,582	4,238	5,912	5,913	6,109	3,765	535		\$ 38,762
Program Cost	-	689	672	480	409	(11,530)	639	859	568	609	721		\$ (5,883)
Grand Total	\$ 590,851	\$ 367,308	\$ 483,686	\$ 110,068	\$ 144,234	\$ 345,738	\$ 549,006	\$ 412,474	\$ 447,260	\$ 185,006	\$ 120,250	\$ -	\$ 3,755,882

	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	
NAICS	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Sales Financing	-	-	154	-	-	20	-	-	114	-	-	-	\$ 288
Lessors of Residential Buildings	30,147	31,937	44,166	1,749	7,072	45,869	69,079	51,024	34,979	8,462	4,007	28,097	\$ 356,588
Lessors of Other Real Estate Property	36,529	52,618	53,885	6,176	4,050	20,127	49,358	29,859	22,751	7,571	2,235	25,604	\$ 310,763
Residential Property Managers	21,932	20,268	31,036	2,437	3,002	10,185	22,551	18,006	18,404	2,728	7,514	18,277	\$ 176,340
Hotels and Motels	41,522	179,473	174,696	19,170	38,415	101,157	152,512	104,100	183,133	54,725	24,543	92,244	\$ 1,165,690
Bed and Breakfast Inns	2,454	836	3,839	-	157	4,570	6,078	4,362	10,057	1,629	297	3,139	\$ 37,418
All Other Traveler Accommodation	166,430	168,788	172,863	60,067	71,245	137,463	195,993	195,216	139,230	99,453	86,076	183,877	\$ 1,676,701
RV Parks and Campgrounds	907	3,911	1,317	3,894	4,291	13,872	24,729	15,057	21,397	5,355	1,033	807	\$ 96,570
Recreational and Vacation Camps	2,400	2,190	1,927	23	560	5,427	6,375	5,274	4,588	3,404	528	1,931	\$ 34,627
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	\$ (4,008)
Grand Total	\$ 302,776	\$ 460,840	\$ 484,547	\$ 94,124	\$ 129,222	\$ 327,920	\$ 527,404	\$ 423,718	\$ 435,262	\$ 184,134	\$ 126,797	\$ 354,232	\$ 3,850,977

	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	
NAICS	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Sales Financing	-	-				-			152			168	\$ 320
Lessors of Residential Buildings	26,985	31,494	47,118	9,000	8,230	34,996	69,009	51,815	51,810	13,070	2,047	21,615	\$ 367,189
Lessors of Other Real Estate Property	(117)	-	937		16,312	45	664	409	34,275	11,803	4,690	32,947	\$ 101,965
Residential Property Managers	22,284	17,716	23,708	7,320	3,358	11,096	25,132	16,597	17,418	4,387	3,680	12,671	\$ 165,367
Hotels and Motels	90,408	110,270	183,094	30,892	29,226	104,271	158,069	113,881	185,205	58,240	29,316	112,342	\$ 1,205,214
Bed and Breakfast Inns	787	1,422	3,836		60	2,268	5,896	3,108	9,201	1,078	73	1,963	\$ 29,692
All Other Traveler Accommodation	172,414	161,418	168,844	46,056	62,234	122,767	219,689	148,370	128,048	113,395	82,413	157,997	\$ 1,583,645
RV Parks and Campgrounds	2,773	3,317	2,929	2,062	3,391	20,924	14,342	17,435	22,085	12,725	3,116	2,305	\$ 107,404
Recreational and Vacation Camps	2,943	1,604	2,201	958	1,231	5,790	5,599	4,928	4,576	3,672	1,154	2,199	\$ 36,855
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	\$ (4,414)
Grand Total	\$ 318,774	\$ 327,665	\$ 433,113	\$ 96,674	\$ 124,485	\$ 292,264	\$ 498,465	\$ 357,373	\$ 453,496	\$ 219,349	\$ 127,046	\$ 344,533	\$ 3,593,236

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: December 2025 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

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\jcattles

Discharge Date: 1/15/2026

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Consent Agenda

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Regular Agenda

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Worksession

Time Allotted: 1

Agenda Date: 1/20/2026

TREASURER'S MONTHLY REPORT FOR December 2025

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	\$	\$	\$	\$
Due from Tre-County General	4,865,088.68	344,562.04	(425,006.69)	4,784,644.03
Due from Tre-Road & Bridge	6,073,398.39	40,574.57	(272,961.68)	5,841,011.28
Due from Tre-Human Services	1,081,750.68	32,966.38	(117,173.63)	997,543.43
Due from Tre-Public Health Agency	43.62	36,910.23	(36,929.75)	24.10
Due from Tre-Conservation Trust	388,252.96	42,214.39	-	430,467.35
Due from Tre-Bond Fund	873,281.07	1,418.37	(137,903.50)	736,795.94
Due from Tre-Airport	2,002,734.42	293,914.90	(2,155.03)	2,294,494.29
Due from Tre-Sales Tax	6,518,795.76	157,980.85	(46.19)	6,676,730.42
Due from Tre-Land Preservation	2,176,067.11	214,570.33	-	2,390,637.44
Due from Tre-Mosquito	43,445.38	1,626.68	(50.80)	45,021.26
Due from Tre-Sage Grouse	490,769.63	35,822.53	-	526,592.16
Due from Tre-Risk Management	38.72	0.03	(21.04)	17.71
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	33.85	0.07	-	33.92
Due from Tre-Sewer	1,024,131.43	118,768.95	(215,942.75)	926,957.63
Due from Tre-Water	970,789.39	4,381.59	(44,115.49)	931,055.49
Due from Tre-Solid Waste	422,090.50	154,840.31	(530,738.81)	46,192.00
Due from Tre-Housing Authority	233.26	4,407,172.42	(52.50)	4,407,353.18
Due from Tre-Gunn Sr Housing	86,443.15	2,050.24	-	88,493.39
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	228,300.08	1,088,540.02	(968.85)	1,315,871.25
Due from Tre-Internal Service II	47.75	5.52	(42.19)	11.08
Due from Tre-Insurance Trust	2,901,826.73	5,561.22	(102,630.94)	2,804,757.01
Due from Tre-Local Marketing District	2,705,584.54	4,902.61	(163,752.39)	2,546,734.76
Due from Tre-Rural Trans Auth	6,586,066.29	16,465.04	(829,333.24)	5,773,198.09
Due from Tre-Public Trustee Agency	79.30	-	(76.82)	2.48
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	-	11,376.56	(11,376.56)	-
Due from Tre-Health Claims	113,317.81	368,018.66	(468,365.62)	12,970.85
Due from Tre-Landfill Closure	1,492,914.38	24,895.64	-	1,517,810.02
Due from Tre-Landfill Cons Resv	2,183,380.08	86,905.05	-	2,270,285.13
Due from Tre-Payroll Clearing	7,197.88	1,461,743.30	(1,462,659.56)	6,281.62
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	235.32	0.45	-	235.77
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	4,263,091.79	3,163,389.01	(6,919,460.57)	507,020.23
Due from Tre-Finance Revenue Clearing	44,334.69	8,098,620.02	(8,098,620.02)	44,334.69
Due from Tre-Water Resource	52,530.45	101.32	-	52,631.77
Due from Tre-Workforce Impact Fees	420,798.22	26.26	(407,181.29)	13,643.19
Due from Tre-Living Community	6,900.85	409.84	(7,156.28)	154.41
COUNTY FUNDS TOTAL	48,498,512.31	20,220,735.40	(20,254,722.19)	48,464,525.52
CITIES AND TOWNS	\$	\$	\$	
Due from Tre-Crested Butte General	7,880.28	6,260.66	(7,885.03)	6,255.91
Due from Tre-Crested Butte Street/Alley	2,002.98	-	(2,002.98)	-
Due from Tre-Gunnison City General	7,001.09	3,820.61	(8,025.85)	2,795.85
Due from Tre-Marble General	356.94	162.09	(357.27)	161.76
Due from Tre-Mt Crested Butte General	22,681.59	7,041.37	(22,684.32)	7,038.64
Due from Tre-Pitkin General	281.88	170.64	(282.52)	170.00
CITIES AND TOWNS TOTAL	40,204.76	17,455.37	(41,237.97)	16,422.16
SCHOOLS	\$	\$	\$	
Due from Tre-Gunn RE1J Gen	234,345.53	105,341.18	(238,732.19)	100,954.52
Due from Tre-Gunn RE1J Bond	60,469.18	3,416.33	(62,730.08)	1,155.43
Due from Tre-Delta 50J General	7,119.92	6,180.80	(7,121.61)	6,179.11
Due from Tre-Delta 50J Bond	82.53	103.12	(82.53)	103.12
Due from Tre-Montrose RE1J General	1,921.17	745.97	(1,921.17)	745.97
Due from Tre-Montrose RE1J Bond	91.04	-	(91.04)	-
Due from Tre-Reij 2014 Mill Override	16,038.50	908.11	(16,640.77)	305.84
SCHOOLS TOTAL	320,067.87	116,695.51	(327,319.39)	109,443.99

IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	628.89	527.77	(628.89)	527.77
Due From Tre-Gunn Rising #3	2.55	2.15	(2.55)	2.15
Due From Tre-Gunn Rising #4	1.99	1.67	(1.99)	1.67
Due from Tre-CO River Water CD	5,599.02	2,076.65	(5,734.26)	1941.41
Due from Tre-Reserve MD2	690.97	574.27	(690.97)	574.27
Due from Tre-Mt Crested Butte DDA	8,018.91	-	(8,018.91)	0
Due from Tre-Bostwick Park Water CD	41.68	12.44	(41.68)	12.44
Due from Tre-Crawford Water CD	-	-	-	0
Due from Tre-Crested Butte South MD	3,398.18	1,621.69	(3,398.18)	1621.69
Due from Tre-Mt CB Water/San	13,586.86	4,464.40	(13,586.86)	4464.4
Due from Tre-East River Regional SD	1,155.41	392.79	(1,155.41)	392.79
Due from Tre-Cemetery	3,242.63	1,022.98	(3,445.74)	819.87
Due from Tre-Gunn Co Metro Rec Dist	10,666.68	3,843.38	(10,935.86)	3574.2
Due from Tre-N Fork Water CD	232.36	87.04	(232.36)	87.04
Due from Tre-Skyland MD	12,156.25	2,730.86	(12,156.25)	2730.86
Due from Tre-Upper Gunn Water CD	20,281.24	7,371.60	(20,806.40)	6846.44
Due from Tre-Crested Butte Fire PD	52,392.27	21,174.52	(52,425.54)	21141.25
Due from Tre-Gunn Co Fire PD	15,702.58	3,944.08	(15,714.91)	3931.75
Due from Tre-Carbondale & Rural Fire PD	2,422.96	893.12	(2,422.96)	893.12
Due from Tre-Ragged Mt Fire PD	1,271.23	538.71	(1.89)	1808.05
Due from Tre-Arrowhead Fire PD	1,080.61	260.18	(1,080.61)	260.18
Due From Tre-Library General Fund	22,734.19	8,438.26	(23,283.69)	7888.76
Due From Tre-Reserve MD#2 BOND 2016A	2,234.42	1,859.21	(2,234.42)	1859.21
Due From Tre-North Fork Ambulance Health Service D	1,413.00	1,226.53	(1,417.19)	1222.34
Due From Tre-Reserve MD #2 BOND 2016B	269.71	224.17	(269.71)	224.17
Due From Tre-Reserve MD #2 BOND 2016C	239.60	199.14	(239.60)	199.14
Due From Tre-Crested Butte Fire PD Bond	14,613.77	5,916.36	(14,623.07)	5907.06
Due From Tre-Gunn Co Metro Rec North	11,738.08	4,660.32	(11,745.40)	4653
IMPROVEMENT DISTRICTS TOTAL	205,816.04	74,064.29	(206,295.30)	73,585.03
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	270,939.91	677,762.45	(525,700.44)	423,001.92
Due from Tre-Clerk Sales Tax	-	57,904.37	(57,884.27)	20.10
Due from Tre-SOT	0.52	238,482.63	(238,483.15)	-
Due from Tre-State Auto	-	197,277.64	(197,277.64)	-
Due from Tre-Clerk ST Domestic Abuse	-	140.00	-	140.00
Due from Tre-Clerk State Registrar	-	21.00	(21.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	902.00	(698.00)	204.00
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	5,354.14	6,226.73	(3,082.24)	8,498.63
Due from Tre-Unused Remittances	2,026.64	161,932.15	(1,932.00)	162,026.79
Due from Tre-Elected Official Fees Clrg	24,591.76	79,826.25	(78,858.89)	25,559.12
Due from Tre-GV Regional Housing Authority	-	0	0	0
Due From Tre- Somerset Domestic WD	-	0	0	0
MISC CONTROL TOTAL	302,912.97	1,420,475.22	(1,103,937.63)	619,450.56
GRAND TOTALS	49,367,513.95	21,849,425.79	(21,933,512.48)	49,283,427.26

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 December 2025

Teresa Brown
Gunnison County Treasurer

DATE: 1/10/2026

Laura Puckett Daniels
Chairman of the Board of County Commissioners

Date Accepted:

Gunnison County Treasurer						
Monthly Investment Report						
December 2025						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	41,231.97			Cash	
BMO	1101	962,425.00	0.00%		Chkg	
BMO CC	1103	133,049.51	0.00%		Chkg	
BMO MM	1104	1,683,971.86	2.99%		MM	
Wells Fargo Warrant Clearing	1145	3,022,318.15	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	12,616,523.60	0.00%		Chkg	
Colofrust Plus	1118	652,892.63	3.94%		Pool	
C-Safe	1121	1,753,106.90	3.88%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	545,943.48	1.98%			
TOTAL CASH AND CHECKING		21,565,624.78		43.75%		
INVESTMENTS						
United Fidelity Bank GA56	1189	248,682.84	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	248,526.53	4.85%		CD	3/29/27
Ally Bank GM42	1191	245,664.68	5.05%		CD	3/23/26
FHLB ATB55	1204	501,110.50	4.00%		AG	9/29/26
FHLMC GXN91	1207	705,216.43	4.00%		AG	8/24/27
Discover Bank 3N361	1209	244,584.97	3.45%		CD	7/29/26
US Treasury CCF68	1210	494,245.00	0.75%		T	5/31/26
Capital One Bank USA HF75	1213	244,294.15	3.45%		CD	6/29/27
American Express AD582	1214	244,128.53	3.40%		CD	6/29/27
FHLB ARU0	1217	497,590.50	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	497,395.00	0.50%		T	2/28/26
FHLB ARC388	1220	590,580.60	2.30%		AG	3/29/27
US Treasury 8Z781	1222	489,335.00	1.50%		T	1/31/27
FHLBB AQF84	1223	MATURED				
FHLB APLK9	1225	490,423.50	1.28%		AG	10/28/26
FHLB APH40	1226	489,753.00	1.06%		AG	10/21/26
FHLB ANG95	1227	492,210.00	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	239,644.30	0.85%		cd	9/30/26
FHLB ANJK7	1229	981,985.00	0.875%		AG	8/25/26
FHLB AMJN3	1234	494,660.50	1.03%		AG	5/26/26
FHLB AMDY5	1235	494,824.00	1.00%		AG	5/20/26
FHLB AMDV1	1236	495,209.50	1.05%		AG	5/12/26
FHLB ALW67	1238	496,043.50	1.10%		AG	4/22/26
FHLB ALV68	1240	496,734.00	1.03%		AG	3/30/26
FHLB ALMM3	1242	496,698.00	1.00%		AG	3/30/26
FHLB AKWS1	1243	498,013.00	0.53%		AG	2/17/26
FHLB ALA53	1244	497,712.50	0.60%		AG	2/25/26
FFCB EMJTO	1245	MATURED				
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	252,265.59	5.05%		CD	11/8/28
FHLB 1AC1	1496	603,181.80	5.30%		AG	5/1/29
FNMA GAUJ8	1499	284,759.17	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	499,441.50	4.00%		AG	9/13/29
First National Bank Oxford	1507	245,154.84	4.40%		CD	12/11/29
Truist Bank	1508	245,079.62	4.50%		CD	12/19/29
FHLB B5PR3	1511	502,950.00	4.30%		AG	3/25/30
FHLMC HBLR0	1512	495,663.00	4.13%		AG	4/29/30
FNMA GAH77	1515	501,011.00	4.32%		AG	11/15/28
Morgan Stanley Private Bank	1516	248,490.27	4.25%		CD	6/12/28
Valley National Bank	1517	247,920.64	4.15%		CD	6/12/28
FHLB B6NA0	1518	501,204.00	4.25%		AG	6/5/28
FHLB B6PF7	1519	256,296.16	4.20%		AG	6/17/30
FFCB ETNA1	1520	501,435.50	4.50%		AG	6/7/28
FFCB ETGU52	1521	250,592.00	4.52%		AG	5/14/30
FHLB B6E85	1522	1,004,172.00	4.09%		AG	5/22/30
FFCB ETPM3	1523	500,124.50	4.44%		AG	7/14/28
FHLB B76A7	1524	500,159.00	4.30%		AG	9/21/28
FFCB ETYP0	1525	500,524.00	4.49%		AG	5/20/30
FFCB ETUC9	1526	250,226.75	4.07%		AG	8/21/28
FFCB ETXY8	1527	497,444.00	4.00%		AG	9/16/30
FNMA GARW1	1528	498,647.50	4.02%		AG	9/12/30
FFCB ETB63	1529	499,139.50	4.21%		AG	10/2/30
FFCB ETZA8	1530	499,519.00	3.95%		AG	9/25/28
FNMA GATN9	1531	349,649.65	4.00%		AG	3/16/29
FHLB B7X90	1532	498,955.00	4.15%		AG	10/8/30
FHLB B8DA7	1534	994,472.00	3.83%		AG	10/23/29
FHLB B8CG5	1535	497,490.50	4.02%		AG	10/15/30
FHLB 8H70	1536	596,102.40	3.88%		AG	11/5/30
Toyota Financial	1537	245,734.26	3.80%		CD	11/26/27
FFCB ETRO90	1538	979,612.90	4.17%		AG	2/12/30
FHLMC HCDJ5	1539	497,600.22	4.00%		AG	12/5/30
TOTAL INVESTMENTS		27,721,874.33		56.25%		
Cash per Treasurer's Ledger		49,287,499.11		100.00%		
Plus Pending Disbursements		(4,071.85)				
Total Due to All Funds		49,283,427.26				