GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, February 17, 2026**
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
- Alcohol Beverage License #03-13185; Skyhighcolorado LLC dba Nugget Café; 4/6/2026 to 4/6/2027
- Adjourn

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

8:32 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. Acknowledgment of Executive Secretary's Signature; Amended and Restated Agreement Among Housing Authority Risk Retention Group, Inc and It's Members; Gunnison County Housing Authority; 1/1/2026
    2. Acknowledgment of Executive Secretary's Signature; Proposal; HAI Group; Gunnison County Housing Authority; $5,700
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review
- Minutes Approval
    1. February 3, 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. Amendment No. Six to Contract Dated September 29, 2022; Jviation, A Woolpert Company, LLC; Project No. 110015580.07; Gunnison-Crested Butte Regional Airport; $871,352
    2. Letter of Support; Town of Crested Butte's Application to the CEO Local IMPACT Accelerator Grant Program; Facilities
    3. Acknowledgment of County Manager's Signature; Gunnison County Agreement for Professional Services with Magellan Strategies; Public Works; 1/1/2026 to 7/31/2026; $16,500
    4. Impact Assistance Grant Application; Colorado Parks and Wildlife; Assessor's Office; Tax Year 2025; $21,241.13
    5. Resolution; Pertaining to Open Fire Bans and the Imposition of Fire Restriction Stages and Exemptions
    6. Acknowledgment of County Manager's Approval; 2026-27 Track 3 One-Year Optional Add-On; Health and Human Services; 4/1/2026 to 3/31/2027; $7,500
    7. County Aid Agreement; Gunnison Conservation District; Finance; 1/1/2026 to 12/31/2026; $10,000
    8. County Aid Agreement; Gunnison Country Food Pantry; Finance; 1/1/2026 to 12/31/2026; $14,000

9. County Aid Agreement; Gunnison Valley Animal Welfare League; Finance; 1/1/2026 to 12/31/2026; $12,000
10. County Aid Agreement; Gunnison Valley Health Foundation; Finance; 1/1/2026 to 12/31/2026; $11,500
11. Amendment #2 to the Gunnison County Flexible Spending Plan; Imagine360; Human Resources; 1/1/2026
12. Professional Services Agreement; Souder, Miller & Associates, Inc.; Public Works; 2/17/2026 to 12/31/2027; $59,820
13. Resolution to Lease, Purchase And/Or Finance Caterpillar Equipment
    a. Sales Agreement; Quote 290695; Wagner Cat; Contract No 001-70207654; Public Works; $637,445.82
    b. Governmental Equipment Lease-Purchase Agreement; Cat Financial; Contract No 001-70207654; Public Works
    c. Amendment to Governmental Equipment Lease-Purchase Agreement; Cat Financial; Contract No 001-70207654; Public Works
14. County Aid Agreement; Project Hope of Gunnison Valley; Finance; 1/1/2026 to 12/31/2026; $10,500
15. County Aid Agreement; Safe Ride of Gunnison, Inc.; Finance; 1/1/2026 to 12/31/2026; $4,000
16. Second Amendment to Agreement Regarding Assisted Living Gunnison Living Community; Board of Trustees of the Gunnison Valley Hospital; 10/31/2025 to 10/31/2030
17. County Aid Agreement; Six Points Evaluation and training, Inc.; Finance; 1/1/2026 to 12/31/2026; $12,000
18. Professional Services Agreement Extension; Vaisala Inc.; 12/1/2025 to 11/30/2026; Public Works; $10,670
19. Intergovernmental Agreement Inter-Agency Partnership for the Women, Infants, and Children Program; Board of County Commissioners of the County of San Miguel and Board of County Commissioners of the County of Ouray; Health and Human Services; 10/1/2025 to 9/30/2026
20. Letter of Support; Upper Gunnison River Water Conservation District (UGRWCD); Community Funding Partnership Re: Tomichi Basin Stream Restoration and Irrigation Diversion Improvement Project

8:40 am

- County Manager's Reports

8:45 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023 & 2024; R074074; Parcel No. 3701-250-09-004; Lot 2, Gunnison Secure Storage Subdivision, #684299; Gunnison Secure Storage LLC

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

9:00 am

- (See separate agenda)

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

10:00 am

- Break

10:10 am

- Resolution Authorizing ATV, OHV, and UTV Use on Certain County Roads in Somerset Colorado

10:15 am

- Lot Cluster; LUC-26-00003; Bonapace

10:20 am

- Follow up; 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
    1. A Resolution Vacating a Certain Portion of a Certain Street and Pedestrian Easement Lying within the Town of Marble, County of Gunnison, State of Colorado
    2. Lot Cluster and Boundary Line Adjustment; LUC-25-00024; Suplizio-Mueller, Fox-Perry

10:30 am

- Gunnison County Boards and Commissions Appointments:
    1. Planning Commission Alternate (Fill Two vacancies for one-year terms)
        - Applicants:
            1. Stuart Asay
            2. Betsy Dupree-Kyle
            3. Anna Fenerty
            4. Steve Jenkins
            5. Beverly Troxtell

10:40 am

- Grant Application; Certified Local Government (CLG) Subgrant Application; Colorado Office of Archaeology and Historic Preservation (OAHP); Phase 1 Reconnaissance Level Survey of Historic Buildings within the City of Gunnison; Historic Preservation Commission; $24,720

10:50 am

- Vouchers and Transfers
    1. January 2026 Voucher Report; $8,450,227.85
    2. January 2026 Cash Transfer Report; $11,061,116.80
    3. January 2026 Purchase Card Report
    4. December 2025 Sales and Local Marketing Tax Report

- January 2026 Treasurer's Report

- Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.

- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.

- Adjourn

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

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's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are video recorded and ***ACTION MAY BE TAKEN ON ANY ITEM.*** *Work Sessions are also video recorded and formal action cannot be taken. For further information, contact the County Administration office at 970-641-0248. If special accommodations are necessary per ADA, contact 970-641-0248 prior to the meeting.*

+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

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's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are video recorded and ***ACTION MAY BE TAKEN ON ANY ITEM.*** *Work Sessions are also video recorded and formal action cannot be taken. For further information, contact the County Administration office at 970-641-0248. If special accommodations are necessary per ADA, contact 970-641-0248 prior to the meeting.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-13185; Skyhighcolorad

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Skyhighcolorado LLC dba Nugget Cafe

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/12/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-13185
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

SKYHIGHCOLORADO LLC DBA NUGGET CAFE
23050 COUNTY ROAD 742
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 04.06.2026– 04.06.2027

This license 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 2-11-2026

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

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

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

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-13185	**April 06, 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. 2/11/2026 CG

Michelle Stone-Principato — Michelle Stone-Principato, Division Director

Heidi Humphreys — Heidi Humphreys, Executive Director

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

Submit to Local Licensing Authority

NUGGET CAFE
23050 COUNTY ROAD 742
Almont CO 81210

RECEIVED

RECEIVED 2-6-26

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
SKYHIGHCOLORADO LLC

Doing Business As Name (DBA)
NUGGET CAFE

Liquor License Number: 03-13185
License Type: Hotel & Restaurant (county)

Sales Tax License Number: 42434484
Expiration Date: 04/06/2026
Due Date: 02/20/2026

Business Address

Street Address: 23050 COUNTY ROAD 742
Phone Number: 9706412555

City, State, ZIP Code
Almont CO 81210

Mailing Address

Street Address
23050 COUNTY ROAD 742

City, State, ZIP Code
Almont CO 81210

Email
t.brand.64.th at Gmail.com

Operating Manager: Theodore Brand
Date of Birth: Oct. 9, 1968

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

Theodore Brand

Title

Owner

Signature

Theodore Brand

Date (MM/DD/YY)

1-30-26

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

Attest

Signature

Kathy Semiller

Date (MM/DD/YY)

2-6-26

Home Address

Street Address		Phone Number
23044 County Rd. 742		720-383-0716
City	State	ZIP Code
Almont	CO	81210

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

Are the premises owned or rented? ● Owned ○ Rented*

*If rented, expiration date of lease

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.

Name (Individual/Business)

Sky High Colorado, LLC.

Social Security Number/Tax Identification Number: 83-2775364

Home Phone Number: 970-641-2555

Business/Work Phone Number: 720-383-0716

Street Address: 23044 County Rd. 742

City: Almont, CO. 81210

State: CO

ZIP Code: 81210

Printed name of person signing on behalf of the Applicant/Licensee: Theodore Brand

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information): Theodore Brand

Date Signed: 1-30-26

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: Acknowledgment of Executive Secretary's Signature; Amended

Action Requested: County Manager Signature

Parties to the Agreement: GCHA & HOUSING AUTHORITY RISK RETENTION GROUP, INC.

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Housing Authority Meeting - Consent Agenda for Property / Liability Insurance Group membership

Fiscal Impact: $5700

Submitted by: Melissa LaMonica **Submitter's Email Address:** mlamonica3@yahoo.com

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/10/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/10/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/10/2026 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

HARRG

SIGN & RETURN

AMENDED AND RESTATED
AGREEMENT AMONG
HOUSING AUTHORITY RISK RETENTION GROUP, INC.
AND IT'S MEMBERS

WITNESSETH:

THIS AGREEMENT dated as of June 1, 1987, and amended and restated as of June 1, 1992, among Housing Authority Risk Retention Group, Inc., a Vermont corporation formed pursuant to the Vermont Non-Profit Corporation Law, the Federal Liability Risk Retention Act and the Vermont Captive Insurance Companies Law, and the Members listed on Schedule A hereto, which Schedule may be supplemented from time to time (such persons, together with those listed on any supplemental Schedule, referred to herein individually as a "Member" and collectively as the "Members"):

WHEREAS, Housing Authority Risk Retention Group, Inc. (the "Company") is formed as a Vermont captive insurer at the direction of and under sponsorship of the Members; and

WHEREAS, the undersigned Member has the power and authority to establish, operate, participate and obtain insurance from the Company; and

WHEREAS, the governing board of the undersigned Member has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, the Company, and each of the Members entering into this Agreement propose to undertake insurance operations, in express reliance upon the execution, delivery and performance of this Agreement by each of the Members;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Company and the undersigned Member hereby agree as follows:

ARTICLE I - DEFINITIONS

The following definitions shall apply to the provisions of this Agreement:

(a) "Additional Surplus Contribution" shall mean an increase to Surplus as determined by the Company's Board of Directors pursuant to Article IV. Such increase may be required of all Members or of individual Members in the discretion of the Company's Board of Directors.

(b) "Claims Management" shall mean the process of identifying, resolving and planning for the funding of eligible claims made by or against any Member.

(c) "Coverage Terms" shall mean those provisions and conditions which define the Company's insurance liabilities to Members pursuant to policies of insurance issued by the Company, and the Members' obligations and responsibilities thereunder. The Coverage Terms may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, in accordance with the provisions of any such policy.

(d) "Initial Surplus Contribution" shall mean the amount which shall be contributed to the Company by or on behalf of a Member, as a condition precedent to its becoming a Member. The Initial Surplus Contribution shall be determined and set by the Company's Board of Directors with respect to

all Members, any individual Member or otherwise.

(e) "Member" shall mean any Public Housing Authority, Public Housing and Development or Redevelopment Authority or similar authority or board operated for the primary purpose of providing public housing for low-income persons, which is created and existing as a political subdivision of any state, the District of Columbia, a Commonwealth or possession of the United States, or any agency thereof, or group of such authorities or boards, each member of which could qualify for membership individually in the Company, and which has duly executed this Agreement according to the procedures contained herein and otherwise complied with all the provisions hereof and which thereafter is entitled to all of the rights and benefits conferred and subject to all of the conditions and obligations imposed herein or in the Bylaws, coverage terms or any rules and regulations which may be adopted by the Company's Board of Directors.

(f) "Member Dividend" shall mean distributions and/or allocations of funds to Members and/or to Members' Surplus Accounts as declared by the Company's Board of Directors pursuant to Article V that are based upon the ratio which each Member's Surplus Account bears to the total of all Surplus Accounts of the Company.

(g) "Noncompliance" shall mean any failure to comply with the terms of this Agreement, the Bylaws, Coverage Terms or any rules and regulations which may be adopted by the Company's Board of Directors, but only to the extent that such noncompliance is deemed material by and within the sole discretion of the Company's Board of Directors. Notwithstanding the foregoing, Noncompliance shall not include any failure to comply if compliance would result in the violation of any federal or state law or any specific Department of Housing and Urban Development directive or administrative order.

(h) "Plan of Liquidation and Dissolution" shall mean such plan as may be prescribed by state law and adopted by the Membership for the winding up of the business affairs of the Company pursuant to Article VII.

(i) "Policyholder Dividend" shall mean distributions and/or allocations of funds to Members and/or to Members' Surplus Accounts as declared by the Company's Board of Directors pursuant to Article V that reflect the underwriting experience of each Member as reflected in such Member's Policy Year Account.

(j) "Policy Year" shall mean that period when a policy or policies of insurance was or were in force and effect, which period will be used for calculating the Company's profitability for such insurance policy or policies.

(k) "Policy Year Account" shall mean the record of each Policy Year for each Member maintained by the Company. Such Account shall utilize such data as income when received; losses when reserved or paid, net of reinsurance; reinsurance expenses when paid; general expenses; and experience based distributions when made.

(l) "Premium" shall mean any assessment, charge or other consideration imposed or collected by or on behalf of the Company from its Members other than the Initial Surplus Contribution, or any Additional Surplus Contributions. All Premiums shall be determined and set by the Company's Board of Directors. Premiums may be determined and set with respect to all Members, any individual

Member or otherwise.

(m) "Surplus" shall mean the Company's net worth.

(n) "Surplus Account" shall mean that portion of Surplus allocated to each Member. A Member's Surplus Account shall consist of amounts of Initial Surplus Contributions and Additional Surplus Contributions made by the Member, adjusted as set forth in Article VI.

(o) "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, and eliminating factors, risks and circumstances which could result in the assertion of liability by the Company under any policy of insurance issued by it. Risk Management includes various safety procedures and educational programs and incorporates elements of insurance law, technology and general business administration utilized to effectively manage risks.

ARTICLE II. - REPRESENTATIONS AND WARRANTIES

The undersigned Member hereby represents to the Company and to each other Member that it has the power and authority to enter into this Agreement, and that the execution, delivery and performance hereof have been duly and validly authorized by all the appropriate actions. The undersigned further acknowledges that the Company and each Member other than the undersigned are entering into this Agreement in express reliance upon this representation and warranty and in express reliance upon the execution, delivery and performance of this Agreement by the undersigned.

ARTICLE III - MEMBER'S OBLIGATIONS

In order to become and retain its status as a Member, the undersigned shall perform all of the following:

(a) Remit to the Company in the manner requested by it:

i. The Initial Surplus Contribution and any Additional Surplus Contribution which is requested by the Board of Directors.

ii. Any Premium which the Company's Board of Directors deems necessary and appropriate.

(b) Refrain from making or assisting any other person to make any claim against the Company to the extent that any other insurance coverage is applicable to the loss upon which such claim is based or to the extent that such claim is not protected against by the applicable Coverage Terms. Notwithstanding the foregoing, nothing included herein shall preclude a Member from pursuing any legal or equitable remedy with respect to the coverage provided under any insurance policy issued by the Company.

(c) Allocate each year or otherwise provide for a sum of money sufficient to pay any amounts due to the Company under this Agreement or any insurance policy issued by the Company.

(d) Comply with the terms of any Risk Management program developed by the Company.

(e) Comply with the bylaws, Coverage Terms and any rules and regulations which from time to time may be adopted by the Company's Board of Directors.

ARTICLE IV - ADDITIONAL CONTRIBUTIONS TO SURPLUS

The Company's Board of Directors may request Members to contribute Additional Surplus Contributions in such amounts and at such time as may be deemed necessary and appropriate by the Company's Board of Directors in order to maintain adequate surplus to premium ratios for each Member for the safe and sound operation of the Company. The undersigned Member acknowledges and agrees that the Initial Surplus Contribution and such Additional Surplus Contributions may exceed the amounts necessary for the Company to meet the minimum surplus requirements imposed by any law as in effect from time to time, by any state Department of Banking and Insurance, or by federal law or regulation.

ARTICLE V - DIVIDENDS

The Company's Board of Directors shall have the authority, in its discretion, to declare and/or pay Policyholder Dividends and Member Dividends, in an amount reasonably determined by the Company's Board of Directors. No payment of such dividends, or credit therefor against Premiums and/or Additional Surplus Contributions shall be made except as determined from time to time by the Company's Board of Directors.

ARTICLE VI - SURPLUS ACCOUNTS

The Company shall account for the Surplus of the Company by establishing Surplus Accounts for each Member, which Accounts shall include each Member's Initial Surplus Contribution, any Additional Surplus Contributions, and such debits and credits to reflect dividends declared and/or paid for or to each Member pursuant to Article V and such other adjustments as may reasonably be deemed appropriate by the Company's Board of Directors. Such other adjustments may include the allocation or reallocation of net earnings and losses based upon a Member's underwriting experience as reflected in each Member's Policy Year Accounts and a pro rata allocation (determined by comparing each Member's Policy Year Account to all Policy Year Accounts) of the unallocated portion of the financial results of a Policy Year for which all claims are believed to be accounted. Net earnings and losses not allocated to Surplus Accounts shall be accounted for by the Company in an account referred to as Undesignated Surplus.

ARTICLE VII – LIQUIDATION

Upon adoption of a Plan of Liquidation and Dissolution by the Members of the Company in accordance with applicable law, the Company's Board of Directors may terminate and wind up the business and affairs of the Company, in which event the assets of the Company, after the payment of or provision for all liabilities, obligations, and expenses of the Company, that are available for distribution to the Members (the "Assets Available for Distribution") shall be distributed to the Members in accordance with this Article VII. The Assets Available for Distribution shall be allocated among the Members (including former Members for whom Surplus Accounts are then being maintained) in the following order of priority:

(a) First, the Assets Available for Distribution shall be distributed to each such Member in

an amount equal to the Surplus Account of such Member; if the Assets Available for Distribution shall be less than the aggregate Surplus Accounts of such Members, then the Assets Available for Distribution shall be distributed pro rata among all such Members in the proportion that the Surplus Account of each such Member bears to the Assets Available for Distribution; and

(b) Second, the balance of the Assets Available for Distribution, if any, shall be distributed pro rata among all then current Members in the ratio as such Member's Surplus Account [immediately before distribution in accordance with Article VII (a)] bore to the total Surplus Accounts of all then current Members (at the same time).

Any reasonable determination by the Company's Board in accordance with this Article VII with respect to the allocation of any liquidating distribution under this Article VII among the Members shall be conclusive and binding upon the Members.

ARTICLE VIII - WAIVER OF CLAIMS AGAINST MEMBERS; RIGHTS OF THIRD PARTIES

(a) Each Member hereby agrees to waive any claim it may have against any other Member based on the insolvency of the Company; provided, however, any such waiver shall not include the waiver of any claim which the Members or the Company may have with respect to any Member's non-payment of its Initial Surplus Contribution, any Additional Surplus Contribution, or any Premium.

(b) No person except the Company or the Members shall be deemed to have any right conferred upon it under any provision of this Agreement. Nor shall any term of this Agreement be enforceable against the Company or any Member except by the Company, its assignee, or one or more Members.

ARTICLE IX - ACCOUNTING; AUDITS

The Company shall maintain its financial records in good order on the basis of generally accepted accounting principles, consistently applied or by such other basis as is required by law. The Company shall cause its financial records to be audited at least once a year by its certified public accountants. Each Member shall be entitled to access to the financial records of the Company on such terms and conditions as may be reasonably specified by the Company's Board of Directors.

ARTICLE X - WITHDRAWAL; RETURN OF SURPLUS

(a) A Member may withdraw its membership for any reason at the end of any policy year, upon complying with the applicable notice and procedural requirements set forth in the Bylaws, Coverage Terms, and any then-applicable rules and regulations adopted by the Company's Board of Directors.

(b) With regard to a withdrawing Member's Surplus Account, such withdrawing Member shall elect one of the following:

i. To withdraw its Initial Surplus Contribution together with any Additional Surplus Contributions. Such withdrawal shall be completed, at the sole discretion of the Company's Board of Directors, not later than five years from the date of notice of withdrawal. Any amounts remaining in a withdrawing Member's Surplus Account shall be retained by the Company and distributed upon dissolution and liquidation pursuant to Article VII or at such earlier time as the Company's Board of Directors, in its sole discretion, may determine.

ii. To maintain its Surplus Account with the Company, in which case it shall share in all allocations to and from Surplus Accounts as if it continued to be a Member. Distributions from such Surplus Account shall be made at the earliest of (A) liquidation of the Company, (B) the close of all claims from a Policy Year (to the extent that funds in the Surplus Account are attributable to such Year), or (C) at the discretion of the Company's Board of Directors.

(c) Notwithstanding paragraphs (a) and (b) of this Article X, the Company's Board of Directors may determine that any Member that withdraws from membership within a three year period of becoming a Member shall forfeit all or any portion of its Surplus Account to the Company.

(d) Every withdrawing Member shall remain liable for any payments attributable to and assessable against such Member through the effective date of its withdrawal.

ARTICLE XI - MEMBER NONCOMPLIANCE

Upon Noncompliance by any Member, the Company shall have the power and authority to do any one or combination of the following:

(a) Expel the Member from membership in the Company, thereby excluding such Member from insurance coverage provided by the Company, after providing reasonable notice and the right to cure such noncompliance within a reasonable period and subject to such other procedural requirements as are set forth in the Bylaws, Coverage Terms or any rules and regulations adopted by the Company's Board of Directors, which power and authority shall include the power and authority to retain and cause the forfeiture of any amounts standing to the credit in the Member's Surplus Account.

(b) Offset against any amounts due from the Company to or payable on behalf of the Member, based on claims made or any distributions which may be declared from time to time by the Company's Board of Directors, any amounts which the Member owes to the Company under this Agreement.

(c) Accrue and charge interest at a reasonable rate on any amounts which the Member owes to the Company hereunder.

(d) Impose any reasonable penalties, but only to the extent that any financial penalty imposed approximates the actual monetary loss suffered by the Company as a result of the Noncompliance.

ARTICLE XII - UNDERWRITING AND RATINGS

The Company's Board of Directors may, in its discretion, adopt and maintain underwriting guidelines, classifications and ratings plans. Such may be applicable to individual Members, classes of Members and to Members as a whole, in the discretion of the Company's Board of Directors. The Company's Board of Directors may eliminate, add to, combine and separate ratings categories and classifications at any time, subject to the terms of any existing coverage.

ARTICLE XIII - COVERAGE TERMS

The Company shall insure each Member against any risk of loss as may be agreed upon by the Member and the Company and which is embodied in written insurance policy containing the Coverage Terms issued to the Member.

ARTICLE XIV - PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim or interest it may have under this Agreement or any Coverage Term, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, funds or assets of the Company, except as specifically may be agreed to by the Company. Notwithstanding the foregoing, (i) the Company's Board of Directors may assign this Agreement in its entirety to an entity in which the Members participate, and (ii) any successor to the assets, liabilities or operations of a Member shall be liable to the Company or its assignee for any amounts due the Company from such Member.

ARTICLE XV - CHOICE OF LAW

This Agreement shall be construed pursuant to and governed by the laws of Connecticut.

ARTICLE XVI - ENFORCEMENT

The Company and its Members shall have the power to enforce this Agreement by action brought in any court of law having proper jurisdiction.

ARTICLE XVII - RELIANCE ON EXPERTS

In making any determination required to be made under this Agreement, the Board of Directors may employ and rely on the advice of outside experts, including, without limitation, accountants, auditors, insurance consultants, adjusters, actuaries, brokers and attorneys.

ARTICLE XVIII - INVALIDITY

Should any portion, term, condition or provision of this Agreement, the Coverage Terms, Bylaws or any other rules and regulations determined by a court of competent jurisdiction to be invalid under any applicable law or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions of this Agreement, the Coverage Terms, Bylaws or any other rules and regulations shall not be affected thereby.

ARTICLE XIX - APPLICABILITY OF BYLAWS

The Company and its Members shall be subject to and governed by the Bylaws which shall be adopted and amended from time to time by the Company's Board of Directors.

ARTICLE XX - TERM OF AGREEMENT

This Agreement shall continue in effect until it is rescinded by the mutual consent of the parties hereto or otherwise terminated as provided by this Agreement or applicable law.

ARTICLE XXI - AMENDMENT

This Agreement may be amended (a) upon the mutual consent of all parties hereto, or (b) by

the approval of 66 2/3% of all then current Members and by a majority vote of the Company's Board of Directors. A copy of any amendment shall be delivered to each Member.

ARTICLE XXII - CONTRACT COMPLETE

The foregoing, including all counterparts hereof, the Articles of Association, By laws, Coverage Terms and any applicable rules and regulations which may be adopted from time to time by the Company's Board of Directors, constitute the full and complete terms of the Membership Agreement. There are no oral understandings or agreements not set forth in writing herein or in the Articles of Association, Bylaws, Coverage Terms or any applicable rules and regulations.

on the 1st day of January, 2026.

HOUSING AUTHORITY RISK RETENTION GROUP, INC.

By: _____
Ed Malaspina

Its: CEO

HOUSING AUTHORITY: Gunnison County Housing Authority, CO ID 301150

By: _____
Signature

Its: Executive Secretary
Title

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Executive Secretary's Signature;

Action Requested: County Manager Signature

Parties to the Agreement: GCHA & HOUSING AUTHORITY RISK RETENTION GROUP, INC.

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Housing Authority Meeting - Consent Agenda for Property / Liability Insurance Group membership

Fiscal Impact: $5700

Submitted by: Melissa LaMonica **Submitter's Email Address:** mlamonica3@yahoo.com

Finance Review: ◉ Required ○ Not Required

Comments:

Reviewed by: Discharge Date: 2/10/2026

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/10/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/10/2026 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

HAI Group

PROPOSAL

for the

Gunnison County Housing Authority, CO

HAI Group

189 Commerce Court
PO Box 189
Cheshire, CT 06410-0189

203-272-8220 or 800-873-0242
fax 203-271-2265
www.housingcenter.com

01/20/2026

Melissa LaMonica
Gunnison County Housing Authority
200 E Virginia Ave
Gunnison, CO 81230

Dear LaMonica,

On behalf of all of us at HAI Group, thank you for the opportunity to present the enclosed insurance proposal. As the insurer of choice for the public and affordable housing community, we proudly offer special, niche insurance programs as well as other value-added products and services. Our more than 1,400 stakeholders nationwide include public housing authorities, 501(c)(3) nonprofits, affordable housing providers, low-income housing, and multifamily apartment owners under the low income housing tax credit program.
Our Company is governed and led by our Board of Directors, which is comprised of housing Executive Directors, providing us a unique perspective into our Members' needs. With direct access to highly trained and professional employees who understand these needs, we afford our Members peace of mind. Below are some of the exceptional program benefits that we offer to our insureds:

•With a bid waiver from the US Department of Housing and Urban Development (HUD), HAI Group can save housing agencies time and money
•Our Risk Control and Consulting Services help to develop and enhance effective risk management programs
•With an in-house Claims Management Team, we provide superior claims handling
•Our quarterly newsletter, InSite, offers news and information on a variety of relevant insurance topics, risk management issues, and industry related topics

Please note: The coverage we are quoting may exclude or restrict coverage for the peril of flood to all or some of the locations scheduled under your policy. Our insurance agency – Housing Insurance Services, Inc. (HIS) – is available as a resource to provide information on flood insurance. HIS provides coverage options and costs as well as assists with the application process. While many property owners may feel that they have no exposure to flood losses, more than 30% of all flood losses occur to property not located in a high hazard flood zone. Many of the losses are not covered by insurance.

Upon review of this proposal, please do not hesitate to contact our office at 800-873-0242 for questions or assistance. We look forward to serving you with solutions that exceed your expectations for many years to come.

Sincerely,

Ed Malaspina
President and Chief Executive Officer

HAI Group

189 Commerce Court
PO Box 189
Cheshire, CT 06410-0189

203-272-8220 or 800-873-0242
fax 203-271-2265
www.housingcenter.com

Housing Insurance Services, Inc.
Acceptance Form and Compensation Disclosure Notice

In order to bind coverage please fax or mail this form to the address or fax number listed below.

Insured Name: _____ Effective Date:_____

COVERAGE(S) CHOSEN:

[ ] Commercial Liability

[ ] Public Officials Liability

[ ] Non Owned and Hired Auto

[ ] Employment Practice Liability

[ ] Commercial Property

[ ] Employee Benefits Liability Administration

[ ] Equipment Breakdown

[ ] Commercial Auto

[ ] Other/Special Instructions: _____

The attached proposal presents a summary of coverages, limits, and deductibles being offered and is intended for illustrative purposes only. Rates, coverage terms, and other information provided in this proposal are subject to change by the insurer(s) at any time prior to binding without prior notice, subject to state laws and regulations. For a complete description of the coverage terms, conditions and limitations, you must refer to the actual policies being offered. If discrepancies exist between this proposal and the final policy, the policy will govern. Please read your policy carefully.

Your policies and all related documents will be delivered electronically via email. If you prefer that a hard copy of the policy is mailed, please notify us at AccountServices@haigroup.com to opt out of the electronic delivery. If you do not indicate a preference in delivery method we will interpret this as your consent to recieve your policies through your email address electronically.

HAI Group is a registered trademark for a family of companies which includes Housing Authority Risk Retention Group, Inc. (HARRG); Housing Authority Property Insurance, A Mutual Company (HAPI); Housing Enterprise Insurance Company, Inc. (HEIC); Housing Specialty Insurance Company, Inc. (HSIC); Housing Insurance Services, Inc. (HIS) (DBA Housing Insurance Agency Services in NY and MI); Housing Authority Insurance, Inc. (HAI); Housing Telecommunications, Inc. (HTI); Housing Investment Group, Inc. (HIG); Public and Affordable Housing Research Corporation (PAHRC); Housing Systems Solutions, Inc. (HSS); Innovative Housing Insurance Company, Inc. (IHIC); and Housing Alliance Group, LLC (HAGL). Member companies carry an "A (Excellent)" rating by A.M. Best Company. In many cases, HIS will obtain proposals from insurers offering coverage in connection with the HARRG, HAPI, and HEIC programs.

HIS is an agent for HEIC and HAPI. If your proposal includes coverage from either of these insurance companies, HIS will receive compensation from them if the proposed coverage is

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purchased. HIS represents the insurance company(ies) and in such capacity will provide services to you relating to your insurance coverage.

HIS is also the appointed agent of other insurance companies that are not affiliated with the HAI Group programs and may provide you with a proposal from one or more of those companies.

I acknowledge that I have read and understand this Disclosure Notice and agree to its terms

Signature: _____ Date: 02/03/2026

Title: Executive Secretary

HAPN 0001 0418 NB

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Commercial Liability Proposal for:

PHA: **Gunnison County Housing Authority**

200 E Virginia Ave
Gunnison, CO 81230

Effective Date: 1/1/2026

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL HAVE NOT BEEN AGREED TO BY HOUSING AUTHORITY RISK RETENTION GROUP (HARRG). PLEASE REVIEW THIS PROPOSAL CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR UNDERWRITER.

No. of Units	Family	Elderly	Section 8
	56	28	0

Commercial Liability: General Aggregate: $2,000,000

Coverage / Deductible	Limits	Premium
Commercial Liability	$1,000,000 Commercial Liability Limit Per Occurrence	
	$50,000 Fire Damage Liability Sub-Limit Per Occurrence	
	$250,000 Athletic Sports Liability Sub-Limit Per Occurrence	
$5,000 Deductible	$2,000,000 Commercial Liability Limit Aggregate	$4,754
	$250,000 Athletic Sports Liability Sub-Limit Aggregate	
Terrorism		$52
Third Party Discrimination - Claims Made *$5,000 Deductible*	$500,000 Third Party Discrimination - Claims Made Aggregate	$750

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Commercial Liability Proposal for:

PHA: **Gunnison County Housing Authority**

200 E Virginia Ave
Gunnison, CO 81230

Effective Date: 1/1/2026

Coverage / Deductible	Limits	Premium
Third Party Discrimination - Claims Made	$500,000 Third Party Discrimination - Claims Made Per Wrongful Act	
Additional Charges	Capital Contribution	$100
Total Premium		**$5,656**

THIS PROPOSAL DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY HARRG. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THIS QUOTATION IS VALID FOR 30 DAYS OR 24 HOURS PRIOR TO THE EFFECTIVE DATE, WHICHEVER DATE COMES FIRST. THIS QUOTATION IS OFFERED BASED ON THE INFORMATION PROVIDED TO US BY YOU OR YOUR REPRESENTATIVE. THIS QUOTATION CAN BE WITHDRAWN AT ANY TIME FOR ANY REASON. BINDING SUBJECT TO RECEIPT OF COMPLETED APPLICATIONS.

HAI Group

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SCHEDULE OF LOCATIONS

As Of: 1/20/2026

Gunnison County Housing Authority, CO

	Units*	Funding	Occupancy	General Liability	Public Officials	Employment Practices	Pesticide	Lead Paint	Mold
Elk Valley 65 Elk Valley Rd	4	Federal	Family	$216	N/C	N/C	N/C	N/C	N/C
Elk Valley 85 Elk Valley Rd	4	Federal	Family	$216	N/C	N/C	N/C	N/C	N/C
Mountain View 317 N Spruce St	28	Federal	Elderly	$1,211	N/C	N/C	N/C	N/C	N/C
Sawtooth I 402 S 14th St Unit A-B	2	Federal	Family	$108	N/C	N/C	N/C	N/C	N/C
Sawtooth I 402 S 14th St	1	Federal	Family	$54	N/C	N/C	N/C	N/C	N/C
Sawtooth I 404 S 14th St Unit A-C	2	Federal	Family	$108	N/C	N/C	N/C	N/C	N/C
Sawtooth I 404 S 14th St	1	Federal	Family	$54	N/C	N/C	N/C	N/C	N/C
Sawtooth I 406 S 14th St Unit A-C	2	Federal	Family	$108	N/C	N/C	N/C	N/C	N/C
Sawtooth I 406 S 14th St	1	Federal	Family	$54	N/C	N/C	N/C	N/C	N/C
Sawtooth I 408 S 14th St Unit A-C	2	Federal	Family	$108	N/C	N/C	N/C	N/C	N/C
Sawtooth I 408 S 14th St	1	Federal	Family	$54	N/C	N/C	N/C	N/C	N/C
Sawtooth I 410 S 14th St Unit A-C	2	Federal	Family	$108	N/C	N/C	N/C	N/C	N/C
Sawtooth I 410 S 14th St	1	Federal	Family	$54	N/C	N/C	N/C	N/C	N/C
Sawtooth I 412 S 14th St Unit A-C	2	Federal	Family	$108	N/C	N/C	N/C	N/C	N/C
Sawtooth I 412 S 14th St	1	Federal	Family	$54	N/C	N/C	N/C	N/C	N/C
Sawtooth II 520 S 14th St Unit 101	30	Federal	Family	$1,625	N/C	N/C	N/C	N/C	N/C

INCL = Included N/C = Not Covered

*** Unit counts must include vacant units**

**** See Additional Charges Or Credits for Premium Amount**

Form 003A 05 11

Policy: 169032, PHA: 301150, Program Year: 40

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SCHEDULE OF LOCATIONS

As Of: 1/20/2026

Gunnison County Housing Authority, CO

	Units*	Funding	Occupancy	General Liability	Public Officials	Employment Practices	Pesticide	Lead Paint	Mold
Annual Premium by coverage based on unit count:				$4,240	$0	$0	$0	$0	$0
Total units by coverage:				84	0	0	0	0	0

INCL = Included N/C = Not Covered

*** Unit counts must include vacant units**

**** See Additional Charges Or Credits for Premium Amount**

TERRORISM INSURANCE COVERAGE OFFER

You are hereby notified that under the Terrorism Risk Insurance Act, as amended (the Act), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1)(A) of the Act. As defined in Section 102(1)(A) of the Act, "The term 'act of terrorism' means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States ---- (i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to (I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of (I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion."

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is shown below and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Act contains a $100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

PLEASE INDICATE ACCEPTANCE OR REJECTION BY "x" in applicable box below.

Acceptance of Terrorism Insurance Coverage (X)		
X	I accept the offer to purchase terrorism coverage for the Terrorism Premium shown.	**Terrorism Premium**
	Commercial Liability	$ 52

Rejection of Terrorism Insurance Coverage (X)	
	Commercial Liability I reject terrorism coverage. I understand that I will not have coverage for losses resulting from certified acts of terrorism, whether arising from domestic or foreign-inspired acts.

Gunnison County Housing Authority
Named Insured

TBD
Policy Number / Policy Period

Signed by Authorized Representative / Date

Matthew Birnie Executive Sec.
Print Name / Title

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 2/3/2026

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Draft BOCC Minutes; 2/3/2026

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\mbirnie Discharge Date: 2/12/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 2/17/2026

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
February 3, 2026

The February 3, 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
Elizabeth Smith, Vice-Chairperson
Jonathan Houck, Commissioner
Matthew Hoyt, County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

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

CONSENT AGENDA: **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the consent agenda for the Gunnison County Local Liquor Licensing Authority as presented this morning. Motion carried unanimously.

1. Alcohol Beverage License #03-15949; The Wooden Spoon LLC dba The Wooden Spoon; 3/7/2026 to 3/7/2027
2. Special Event Liquor Permit 1-2026; Crested Butte Mountain Educational Radio Inc.; 3/9/2026 & 3/10/2026 from 3:00 pm to 11:00 pm

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:31 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:31 am.

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

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the Gunnison County Board of County Commissioners Regular Meeting minutes for January 20, 2026 as presented. Motion carried unanimously.

1. January 20, 2026 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

CONSENT AGENDA: Commissioner Puckett Daniels noted that the consent agenda #13 did have a couple rounds of edits before making its way to an agenda. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the consent agenda as presented. Motion carried unanimously.

1. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Bureau of Land Management (BLM); Regular and Alternate; Jon Kaminsky & Brian Brown; 2/1/2026 to 2/1/2028
2. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Gunnison County Stockgrowers' Association; Regular and Alternate; John Scott & Paul Mowery; 2/1/2026 to 2/1/2028
3. Acknowledgment of Appointment; Sustainable Tourism and Outdoor Recreation Committee (STOR); City of Gunnison; Audrey Zahradka; Remainder of term ending 2/1/2027
4. Professional Services Agreement; Mead & Hunt, Inc.; Public Works; 2/3/2026 renewed monthly until terminated; $287,800
5. Agreement for Consulting Services; Gunnison Conservation District; Community and Economic Development; 1/1/2026 to 12/31/2026; $12,000
6. Subcontractor Agreement; Gunnison Valley Health; Jail Based Behavioral Services (JBBS); Sheriff's Department; 1/1/2026 to 12/31/2026; $79,782.50
7. Grant Application; Low Income Senior Dental Grant; Health and Human Services; $3000
8. Emergency and On-Call Water and Wastewater Services Trade Contractor Agreement; Crested Butte Water Systems LLC; Public Works; 2/3/2026 to 2/3/2027
9. Credit Application; Master Rental & Sales Agreement; Rain for Rent; Public Works
10. Ratification; Waiving of Section 4a from Resolution 2024-13, A Resolution Establishing and Amending the Policy for Appointments to Boards and Commissions Managed by Gunnison County and Other Organizations
11. Stop Loss Insurance Application; HHC Life Insurance Company; Human Resources; 1/1/2026 to 12/31/2026
12. Sustainable Tourism and Outdoor Recreation Committee (STOR) Charter Amendment
13. Correspondence; Letter to Governor Polis, Senate President Coleman and Speaker McCluskie regarding unfunded or underfunded mandates

DRAFT

14. Colorado Counties Casualty and Property Pool Agreement for Partially Self-Funded Program Gunnison SF County; Finance; 1/1/2026 to 12/31/2026; $668,484

COUNTY MANAGER'S REPORTS:

1. Assistant County Manager for Community and Economic Development Finalists – CM Birnie announced they are down to finalists for this position and that there is a reception the evening of February 19th.
2. Strategic Planning – County Manager Matthew Birnie relayed they will have the strategic planning at the end of the month.

LAND USE CHANGE APPLICATIONS: Planning Technician Aidan McComas, Applicant Sharon Affinati, Planner I Caroline Danielson and Applicant John O'Neal were present for discussion.

1. Lot Cluster; LUC-25-00044; Affinati – Planning Technician McComas did not have anything additional to present aside from the memo. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve lot cluster proposal for LUC-25-00044 as presented and authorize the full Board's signature on the document. Motion carried unanimously.
2. Townhome Plat; LUC-25-00048; O'Neal – Planner Danielson did not have anything additional to add aside from the memo. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the townhome plat LUC-25-00048 as presented this morning and authorize the Chair's signature on the plat. Motion carried unanimously.

POTENTIAL UPCOMING LEGISLATION DISCUSSION:

1. SB 26-035 Concerning an Increase of Traffic Violation Penalties – Commissioner Smith asked where this came up, and Commissioner Puckett Daniels answered it was from Counties & Commissioners Acting Together (CCAT). Commissioner Puckett Daniels relayed there was general support at CCAT and the Board agreed on the support, however, Commissioner Houck is curious about the Sheriff's opinion. CA Hoyt mentioned that it is a good general idea to keep in mind the resources that are available when it comes to prosecutions and enforcement from creating and/or increasing penalties for violations of criminal or traffic laws.
2. SB 26-070 Concerning Prohibiting a Government Entity from Accessing a Database that Stores Historical Location Information – Commissioner Puckett Daniels relayed she has more questions and she is unsure if she can take a position today. Commissioner Smith agreed and stated the only reasonable path forward would be to request amendments while preserving the functions of law enforcement. CA Hoyt stated his concerns regarding any effects on criminal prosecutions. CM Birnie brought up an example when location services were used to find a murderer at the University of Idaho and if the information is deemed inadmissible, it could be an acquittal of someone accused of violent crime based on this legislation. Commissioner Smith requested considering if they agreed with the philosophical direction the bill is going. Commissioner Houck commented there have been episodes of this being used inappropriately, but in communities it does help with amber alerts or elderly with memory problems and car thefts. With how much good these tools do, it may be challenging to even use the tool with restrictions, and Commissioner Houck is concerned if the legislation at this level is a solution for the misuse. Commissioner Puckett Daniels stated she would like the bill to support legitimate law enforcement while also protecting people from undue listing. The Board agreed to continue to ask clarifying questions.
3. HB 26-1001 Concerning the Promotion of Residential Developments on Qualifying Properties – Commissioner Puckett Daniels stated that there were two memos from the Community and Economic Development Department and that this bill mostly doesn't apply to Gunnison County, but Commissioner Smith stated it does because it is contrary to current performance zoning processes. Planning Director Hillary Seminick confirmed that the largest challenge is that Gunnison County does not have traditional Euclidean zoning, and that even though parcels that are not connected to water and sewer would be exempt, there are areas that have those services available that are not appropriate for densities that could be accomplished through this legislation. Commissioner Smith then suggested adding an amendment that exempts counties that do not have Euclidean zoning. It was decided to support with amendments if the amendments are positive, but otherwise oppose.
4. HB 26-1008 Concerning Measures to Enhance Outdoor Recreation Opportunities in the State, and, in Connection Therewith, Expanding the Division of Parks and Wildlife's Capacity for Outdoor Recreation Coordination, Planning and Management – Commissioner Puckett Daniels has emailed comments to Representative Meghan Lukens and relayed she doesn't understand why it needs to be legislation, but overall supports the intent. Commissioner Houck asked if there was clarification on where the funding is coming from to which Commissioner Puckett Daniels answered it would come from the Parks and Recreation Cash Funds and will stagger implementation over the next few years. Commissioner Smith agrees with the direction the Board is going which is not a clear position of support just yet.
5. HB 26-1037 Concerning Prohibiting a Government Entity from Obtaining Certain Personal Data from a Third Party for Use by a Government Entity in Exchange for Anything of Value – Commissioner Puckett Daniels relayed she has larger concerns regarding this bill with being too broad with the intent. Commissioner Smith would like Gunnison County to engage productively in the conversations. CA Hoyt reiterated this bill could potentially prevent law enforcement from using these tools for child support enforcement.

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6. HB 26-1065 Concerning Transit and Housing Investment Zones – Commissioner Puckett Daniels relayed this is voluntary and creates an incentive opportunity for incremental State sales tax growth and she is supportive by default because it doesn't involve Gunnison County. Commissioner Smith agreed. Commissioner Houck wanted to verify that while this doesn't give an advantage to Gunnison County, that it will also not hurt the county as well regarding where the money is pulled from in the State budget and how it will affect other needs.
7. HB 26-1030 Concerning Facilitation of Data Center Development While Supporting Utility Resources, and, in Connection Therewith, Creating the "Colorado Data Center Workforce, Clean Energy, Grid Modernization, and Consumer and Environmental Protection Act" – Commissioner Smith relayed this is more incentivizing to attract data centers and Colorado and she has concerns around water and water usage. Commissioner Puckett Daniels suggested asking for more representatives of water projects as members, to which Commissioner Smith doesn't feel comfortable shifting responsibility to a committee without clarity on the demands of the industry. Commissioner Puckett Daniels is concerned about the cost of electricity of the data centers being put on the general households of the district. CA Hoyt also recommended interfacing with Water Quality & Quantity (QQ) regarding the bill. The Board expressed general discomfort regarding this legislation. CM Birnie then asked if they decided to join Colorado Counties for Climate Action (CC4CA) to which the Board supported.
8. HB 26-1036 Concerning Authorization for a Local Government to Impose Taxes on Vacant Residential Properties, and, in Connection Therewith, Allowing a Local Government to Levy an Excise Tax Based on the Characteristics of Residential Property, Allowing a Local Government to Create a New Property Tax Classification for Vacant Residential Properties and Levy an Additional Property Tax on Those Properties, and Allowing Local Governments to Contract to Form a Local Housing Tax Authority – Commissioner Smith relayed a person can purchase a short term rental (STR) license and not rent it for short term due to the exemption for short term rentals not being clearly defined. Commissioner Puckett Daniels stated the community would define what a vacant resident property is, but it would be an administrative burden and would like amended language on what a vacant residential unit is. CM Birnie recommended no exemptions for STRs. CA Hoyt stated that some primary residents do take extended periods of time to travel and how they can determine what length of time of vacancy would equate to a vacancy. Alternatively, Commissioner Houck noted that schools get half of property taxes and without second homeowners, the schools funding would decrease and that is a service that a majority of second homeowners do not utilize. CA Hoyt recommended a luxury home tax over this bill due to enforceability. Commissioner Houck explained the difference between the economy and cost of living in Colorado as well as what would dictate a luxury home versus a second home. The Board agreed to be neither in support nor opposition until more questions are answered.
9. Not Introduced; Concerning Authorization for the Statewide Bridge and Tunnel Enterprise to Impose a Fee as Part of the Keep Colorado Wild Pass to Fund Wildlife Safe Passage Projects – Commissioner Puckett Daniels stated this is a voluntary $5 fee on the Keep Colorado Wild Pass that would not be a separated fee in an attempt to create steady statewide funding for wildlife infrastructure. Commissioner Smith stated she is more comfortable with this proposal rather than the fee on top of car insurance that was not voluntary, which was proposed last year, but wonders if Colorado Department of Transportation (CDOT) will pull out of funding if it comes from a different source. Commissioner Houck wanted to reiterate the tipping point that people will begin opting out which will retroactively affect the other areas such as avalanche safety and search and rescue that are funded with the Keep Colorado Wild Pass. Additionally, he explained that the additional monies raised that are not used for state parks and outdoor safety will be used to support the State Wildlife Action Plan, which could include vehicle conflicts and wonders how much excess revenue has already been distributed to this problem.

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

COMMISSIONER ITEMS:

Commissioner Puckett Daniels:

1. Statement to Crested Butte News – Mayor Ian Bilick and Commissioner Puckett Daniels are planning on a statement to CB News reaffirming their commitment to planning together on the corridor plan and values of this community.
2. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Puckett Daniels relayed STOR had enough funding for the applications for the Gunnison Stewardship Fund.
3. Legislative Steering Committee – Commissioner Puckett Daniels is planning on attending both upcoming meetings.
4. Representative Jeff Hurd – Commissioner Puckett Daniels did have a conversation with Representative Hurd to express concerns about ICE's behavior in Minnesota and other states regarding the way they are considered law enforcement but aren't upholding any of the standards or laws that law enforcement is required to uphold. She understands that this is not Gunnison County issue, but it could happen anywhere. Representative Hurd did not make any commitments but was responsive and receptive.

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Commissioner Smith:

1. Proposition 123 – Commissioner Smith has been having meetings with Representative Andrew Boesenecker regarding Proposition 123 and the Department of Local Affairs (DOLA) equation that quantifies eligible funding for housing due to combining building permits and job growth which when capturing workforce housing is counterintuitive. She recommends potentially an exemption for workforce housing.
2. Crystal River Coalition – Commissioner Smith relayed they have an Intergovernmental Agreement (IGA) ready for approval. Additionally, she stated there is consternation around conversations regarding Wild and Scenic.
3. Human Services – Commissioner Smith expressed that Human Services has made incredible strides in getting Counties to put forward an alternate proposal to put forward to the State.
4. Western Colorado University (WCU) Senior Cabinet – Commissioner Smith met with WCU Senior Cabinet and stated they would like to partner with Gunnison Valley Health (GVH) for an early childcare education operator in the building.
5. Prevention – Commissioner Smith noted there is a subcommittee out of the Child Welfare Allocation Committee regarding getting a wider net of case studies that incorporate prevention.
6. Cheatgrass Coordinator Contract – Commissioner Smith is working on this contract.

Commissioner Houck:

1. Gunnison Outdoor Resource Protection (GORP) Act – Commissioner Houck attended a monthly meeting.
2. State Land Board – Commissioner Houck stated they presented to CCAT and will present to CCI this week, about soliciting suggestions for parcels and how to meet the needs regarding ecological services, conservation, recreation, and maintaining use of agriculture. He then gave an example regarding a parcel on Highway 135.
3. Region 10 – Commissioner Houck attended the monthly meeting.
4. Bureau of Land Management (BLM) – Commissioner Houck attended a meeting with the Uncompahgre Field Office regarding concerns around managing Gunnison Sage-grouse in areas not in Gunnison County.
5. Strategic Plan – Commissioner Houck completed his strategic plan interview.
6. Steering Committees – Commissioner Houck attended meetings as he could.
7. Club 20 – Commissioner Houck relayed they are going through some reorganization as the executive director has left and they're looking at a new structure.

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 RELATED TO PROPERTY CLAIMS OR RIGHTS FOR REAL PROPERTY LOCATED IN GUNNISON COUNTY, COLORADO. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to go into 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 related to property claims or rights for real property located in Gunnison County, Colorado. Participants in that session will be the full Board of County Commissioners, County Attorney Matthew Hoyt, County Manager Matthew Birnie, and Planning Director Hillary Seminick. Motion carried unanimously.

The board went into executive session at 10:56 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b).*

Attorney Statement Regarding Executive Session

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

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Laura Puckett Daniels, Chairperson

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Gunnison County Board of Commissioners

Moved by Commissioner Puckett Daniels, seconded by Commissioner Houck to come out of Executive Session and confirm that all those in attendance in the Executive Session were those read into the record at the start, and that we stayed on the topic announced in the motion to go into Executive Session. Motion carried unanimously. The Board came out of executive session at 11:43 am.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 11:43 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

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *2/13/2026 thru 3/31/2026*

Board of County Commissioners

1. **BOCC Regular Meeting**
   February 17, 2026, All Day @ BOCC Boardroom
2. **BOCC Work Session**
   February 24, 2026, All Day @ BOCC Boardroom
3. **BOCC Regular Meeting**
   March 3, 2026, All Day @ BOCC Boardroom
4. **Mayors & Managers Meeting - Hosted by Crested Butte Mountain Resort**
   March 5, 2026, 12:00 PM - 1:30 PM
5. **BOCC Work Session**
   March 10, 2026, All Day @ BOCC Boardroom
6. **BOCC Regular Meeting**
   March 17, 2026, All Day @ BOCC Boardroom
7. **BOCC Work Session**
   March 24, 2026, All Day @ BOCC Boardroom

Gunnison County Organization

1. **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: Amendment No. Six to Contract Dated September 29,

Action Requested: Board of County Commissioners' Signature

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

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Amendment no. 6 to contract with Jviation (Woolpert) to include the General Aviation Ramp Reconstruction Phase 2 within the scope of work. Original contract dated 9/29/22.

Fiscal Impact:

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 2/6/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/9/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/9/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

Docusign Envelope ID: 87F15978-0776-4800-A239-CFF4D28132D3

AMENDMENT NO. SIX (6) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO

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

- General Aviation Ramp Reconstruction Phase 2

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

PART A - BASIC SERVICES

DESIGN

Project Coordination ..... Lump sum of $150,380.00
Bidding..... Lump sum of $35,440.00

TOTAL BASIC SERVICES ..... Lump sum of $185,820.00

Method of payment shall be as follows:

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

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

CONSTRUCTION ADMINISTRATION SERVICES

Design Survey..... Lump sum of $21,675.00
Construction Administration .....Lump Sum of $122,385.00
Post Construction Coordination ..... Lump sum of $56,865.00

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $200,925.00

PART B – SPECIAL SERVICES (Cost Plus Fixed Fee)

ON- SITE CONSTRUCTION COORDINATION SERVICES

Cost Plus Fee $218,600.00
Fixed Fee $43,500.00

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Reimbursable Costs $46,950.00

TOTAL SPECIAL SERVICES (Cost Plus Fixed Fee).....Cost Plus Fixed Sum of $309,050.00

PART B – SUBCONSULTANT SERVICES

Yeh & Associates (Materials Testing) ..... Lump Sum of $175,557.00

TOTAL PART B..... Lump sum of $685,532.00

TOTAL..... $871,352.00

Method of payment shall be as follows:

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

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2026.

SPONSOR:
Gunnison County

By: _____

Name: _____

Title: _____

JVIATION, A WOOLPERT COMPANY, LLC:

By: DocuSigned by: Jason Virzi 88C66044F188434...

Name: Jason Virzi, PE

Title: Vice President

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SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
AIP Project No. 3-08-0030-066/067-2026
General Aviation Ramp Reconstruction Phase 2

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated November 2, 2022, between Gunnison County and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is approximately $10,000,000. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing updated package for Bidding, Design Survey, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination for the General Aviation Ramp Reconstruction Phase 2 Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

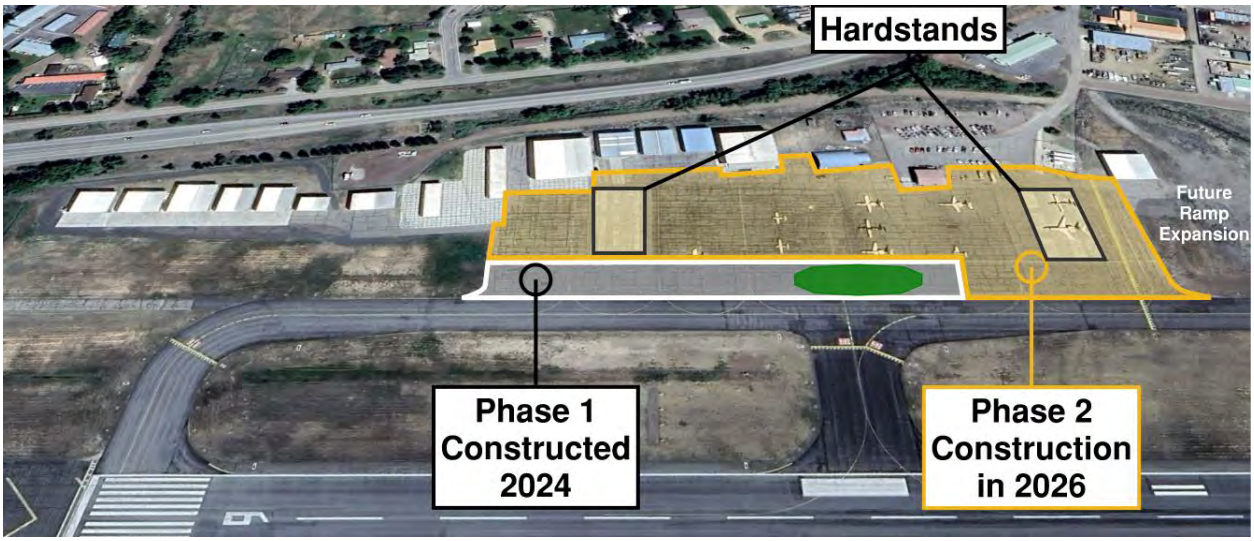

EXHIBIT NO. 1

DESCRIPTION

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 2023. The pavement section includes 2" to 11" of asphalt over 0" to 7.5" of base material on native subgrade. The most recent project reconstructed 80,000 square feet of ramp with the first phase of the construction. The condition of the remaining asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt needs to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2024 the asphalt ramp has a PCI value of 30-36.

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

The Western concrete hard stand has a 2024 PCI value of 90. The Eastern concrete hard stand has a 2024 PCI value of 78. These pavement sections will not be replaced with this project. Crack repair and joint seal will be included on the hardstands.

The project will be phased to minimize impacts to existing operations and to accommodate the anticipated funding schedule. The construction of the project will be funded by the AIP Program and will be divided into work schedules to meet available funds.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes**;** 1) Project Coordination Phase, 2) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services,** which includes**;** 3) Design Survey Phase, 4) Construction Administration Phase, 5) Post-Construction Coordination Phase, 6) On-Site Construction Coordination Phase or Field Engineering, and Reimbursable Costs During Survey and Construction. Additional services that will be completed by subconsultants to the Engineer, including quality assurance testing during construction, will also be included under **Part B-Special Services.** Parts A and B and the seven phases are described in more detail below.

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

1.0 Project Coordination Phase

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

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

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

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.

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- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoices.

The Engineer will complete the following tasks:

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

1.04 Prepare Project Plan. Develop a detailed plan on how the project will be executed, monitored, and controlled. This includes the scope of the project, criteria for success, quality and technical standards, communication protocols, risks and mitigation factors, key personnel, roles and responsibilities, project schedule, and financials.

1.05 Coordinate & Analyze Topographical Survey. This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 3.01. The topographical survey data will be prepared for use with computer modeling. This will include the following tasks:

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

1.06 Prepare Federal Grant Applications. This task consists of preparing two (2) federal grant applications. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

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

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- Include current FAA advisory circulars required for use in AIP funded projects.

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

1.07 Confirm Environmental Documentation. The FAA determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The project was environmentally approved on March 21, 2023, through a documented CATEX completed under AIP-064. A re-evaluation was completed on May 19, 2023, and a second was completed on April 19, 2024. The environmental conditions and scope of the project have not changed since original environmental determination. The environmental exhibit created as part of the previously approved CATEX will be reviewed for accuracy and referenced throughout this project.

1.08 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE goal needs to be updated for 2025-2027. In order to be in compliance with 49 CFR Part 26, the program will be amended. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

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

1.09 Update Select Design Elements. This task includes revising select design elements to incorporate improvements that were identified during and after the reconstruction of Phase 1 of the GA Ramp. The changes will be documented in an Engineer's Design Memorandum. These elements include:

- Reviewing the limits of over-excavation to address soft subgrades found at the western edge of the ramp.
- Updating the pavement markings to reflect the final configuration and reviewing the layout with the Part 139 inspector. Will include updates to address comments from the Part 139 inspector, including the addition of shoulder markings at the grassed island.
- Add repair area on Runway 6/24 to address a raveling area on the asphalt joint. The joint will be milled to remove the surface course, and a new lift of asphalt will be patched.
- Confirm and update tie in elevations and transition surface.
- Updating contract provisions for compliance with grant assurances.

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1.10 Update Bidding Documents. This task includes updating the Contract Documents, Technical Specifications, Construction Plans, and CSPP to remove the Phase 1 work area and to prepare Phase 2 for rebidding. This includes revising the schedule limits to provide a bid package that can be funded at different levels to fit the available grants. The project quantities and the cost estimate will be revised to match the funding.

1.11 Prepare Airfield Signing and Marking Plan. This task includes providing or updating the overall airfield signing and marking plan. The plan will be reviewed by the Part 139 Inspector to confirm compliance.

1.12 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will reference FAA Advisory Circular (AC) 150/5300-20 (Current Edition), *Submission of On-Airport Proposals for Aeronautical* Study, and coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Design Schedule, PSR, and Monthly Invoicing		✓
1.06 Two Federal Grant Applications	✓	✓
1.08 DBE Program/Goal	✓	✓
1.10 Contract Documents, Technical Specifications, Construction Plans, and CSPP	✓	✓
1.11 Airfield Signing and Marking Plan	✓	✓
1.12 7460 Permit for Construction	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meeting.	• Remote Meeting with FAA and GUC • One (1) Project Manager and One (1) Project Director • Assume One and a Half (1.5) hour via teleconference (1 meeting)
1.02 Prepare Project Scope of Work and Contract	• Remote Meeting with FAA and GUC • One (1) Project Manager and One (1) Project Director • Assume One and a Half (1.5) hour via teleconference (1 meeting)
1.10 Plan Review at 95% Complete.	• Remote Meeting with GUC • One (1) Project Manager and One (1) Project Engineer • Assume Two (2.0) hours via teleconference (1 meeting)

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1.11 Meeting with Part 139 Inspector.	• Remote Meeting with GUC • One (1) Project Manager and One (1) Project Engineer • Assume Two (2.0) hours via teleconference (1 meeting)

2.0 Bidding Phase

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

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

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

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

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

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

2.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 2.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

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TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.01 Required Bidding Documents	✓	✓
2.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
2.03 Addenda	✓	✓
2.06 Bid Tabulations	✓	✓
2.07 Recommendation of Award	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.02 Prepare/Conduct Pre-Bid Meeting	• Gunnison, CO • One (1) Project Manager and One (1) Project Engineer • Assume full day site visit (1 site visit) with travel to/from Denver, CO to Gunnison, CO and one (1) overnight stay for each site visit
2.05 Attend Bid Opening	• Gunnison, CO • One (1) Project Manager and One (1) Project Engineer • Assume full day site visit (1 site visit) with travel to/from Denver, CO to Gunnison, CO and one (1) overnight stay for each site visit

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

PART B - SPECIAL SERVICES consists of the Design Survey Phase, Construction Administration Phase, and Post-Construction Coordination Phase, which are invoiced on a lump sum basis; as well as the On-Site Construction Coordination Phase, which are invoiced on a cost plus fixed fee basis. Also included are direct subcontract costs for the quality assurance testing during construction.

3.0 Design Survey Phase

3.01 Perform Topographical Survey. This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. The project was originally surveyed 3 years ago for the original design; the intention of this survey is to confirm all the tie-in elevations. Work items associated with this task include the following:

- Topographical survey of approximately 5 acres.
- Preparation of a survey plan that will determine the appropriate survey methods and equipment to be utilized.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS do not exist, or are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.

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- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runway and connector taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavements will be surveyed with vertical accuracies not to exceed +/- 0.02 feet.
- Concrete joints will be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
- This task does NOT include utility location services.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.
- Prepare an AutoCAD file containing planimetric mapping features collected during the field survey. Import linework and points of surveyed features and prepare triangulated irregular network (TIN surface model) of existing ground.
- Generate three-dimensional contours from TIN surface model.

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

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

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.01 Coordinate and Perform Topographical Survey	• Gunnison, CO One (1) Surveyor Assume one (1) site visit (4 days) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for the Surveyor for each site visit

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4.0 Construction Administration Phase

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

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

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

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

The Engineer will complete the following tasks:

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

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

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

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

4.06 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required by FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction.* The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor, and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments, and, ultimately, approve the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. An approved copy of the SPCD shall be provided to the FAA.

4.07 Review Contractor's Quality Control Program. This task includes reviewing and providing comments on the Contractor's Quality Control Program (CQCP) as required per Item C-100 of FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports.* The Engineer shall review the CQCP to ensure that all applicable quality control items are addressed and meet the requirements of Item C-100 and the project's technical specifications. The intent of the CQCP is to detail the methods and procedures that will be utilized to ensure that all materials and construction items are provided and completed in conformance with the project's plans, technical specifications, and/or other applicable requirements. Furthermore, the CQCP shall establish and describe corrective action plans to be implemented should any materials or production processes vary beyond pre-established quality control limits. Following the award of the project to the successful Contractor, and prior to the issuance of the Notice to Proceed, the Engineer will review the CQCP, provide comments, and, ultimately, approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The approved CQCP will be incorporated into the Engineer's Construction Management Plan and submitted to the FAA.

4.08 Review Construction Submittals. This task includes the review of construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor, for general conformance with the Construction Plans, Specifications, and Contract Documents. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request. The submittals anticipated to be required and the estimated time it will take to review each submittal are detailed below.

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Submittal Description		Estimated Time to Review (Hours)
Item C-102	Erosion Control Products	2
Item P-101	Pavement Removal Means & Methods	2
Item P-101	Crack Repair Materials	2
Item P-152	Pre-Construction Survey	4
Item P-152	Embankment/Imported Fill Material	2
Item P-153	Flowable Fill (CLSM) Mix Design	2
Item P-154	Subbase Course	2
Item P-154	Separation Geotextile	2
Item P-209	Crushed Aggregate Base Course	4
Item P-209	Separation Geotextile	2
Item P-401	Asphalt Mix Design	8
Item P-401	Laydown Plan	2
Item P-603	Bituminous Material Certification	2
Item P-605	Joint Seal Materials	2
Item P-620	Paint and Beads	2
Item D-705	Pipe and Pipe Joining Materials	4
Item D-705	Porous Backfill and Granular Material	2
Item D-705	Filter Fabric	2
Item D-750	Frames and Grates	2
Item D-750	Miscellaneous Components (Rebar, Curing Matl., Joint Filler, etc.)	2
Item D-751	Inlet/Manhole Shop Drawings (Dimensions, Reinforcement, etc.)	4
Item D-751	Concrete Certification	2
Item D-751	Frames, Covers, and Grates	2
Item T-901	Seed/Fertilizer/Tackifier/Hydromulch	2
Initial Review Time		**62**
Assumed Resubmittal Time		16
Final Review Time		**78**

Additionally, it is anticipated that there will be several resubmittals for the various items to address comments from the Engineer's initial review. It is estimated that reviews of these resubmittals will add approximately 25% to the estimated submittal review time from the table above.

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

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

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

TASK 4 DELIVERABLES	TO FAA/STATE	TO SPONSOR
4.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
4.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
4.02 Monthly Invoice and Monthly PSR	✓	✓
4.02 Pay Request Review Documentation	✓	✓
4.02 Weekly/Monthly Reports	✓	✓
4.02 Quarterly Performance Reports	✓	✓
4.02 Change Orders/Supplemental Agreements	✓	✓
4.04 Pre-Construction Agenda and Meeting Minutes	✓	✓
4.05 Construction Management Plan	✓	✓
4.06 Approved Safety Plan Compliance Document (SPCD)	✓	✓
4.07 Approved Contractor Quality Control Program (CQCP)	✓	✓
4.09 Requests for Reimbursement	✓	✓
4.10 QA/QC Workshop Meeting Minutes	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.04 Conduct Pre-Construction Meeting	• Gunnison, CO • One (1) Project Manager and one (1) Construction Manager • Assume full day site visit (1 site visit) with travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for each staff member for the site visit
4.10 Attend QA/QC Workshop	• Gunnison, CO • One (1) Project Manager and one (1) Construction Manager • Assume full day site visit (1 site visit) with travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for each staff member for the site visit
4.11 Perform Site Visits During Construction	• Gunnison, CO • One (1) Project Manager • Assume full day site visit (3 site visits) with travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for each staff member for each site visit
4.11 Site Visits During Critical Construction Activities	• Gunnison, CO One (1) Senior Construction Manager Assume 2-day site visit (2 site visits) with travel to/from Denver, CO to Gunnison, CO with one (1) overnight stays for each site visit

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5.0 *Post-Construction Coordination Phase*

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

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

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

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

5.05 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

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

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

TASK 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Final Testing Report	✓	✓
5.02 Clean-up List		
5.03 Punchlists		
5.04 Record Drawings		
5.05 Final Construction Report		
5.06 DBE Uniform Report		

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.03 Conduct Final Inspection	• Gunnison, CO One (1) Project Manager Assume full day site visit (1 site visit) with travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for each site visit

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6.0 On-Site Construction Coordination Phase

This phase will consist of providing one lead Resident Project Representative (RPR). It shall be the responsibility of the RPR to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take **100 calendar days** to complete construction of the project. Incidental travel costs, including vehicle usage, lodging, per diem, etc., are in addition to the engineering hours expended.

6.01 Provide Resident Engineering. It is estimated that the Resident Project Representative (RPR) will work approximately **12 hours per day**. It is assumed that the RPR(s) will be able to complete all daily project documentation during their shift. The total time allotted for the completion of construction is anticipated to be **100 calendar days**. It is assumed that the Contractor will work **six (6) days** per week during the construction period **resulting in 86 working days**. Should the contractor be required to work seven (7) days per week or longer than anticipated hours to maintain the project schedule, the RPR's efforts may increase from those estimated here.

Prior to the commencement of construction, there will be a Pre-Construction Mobilization Phase during which time the RPR(s) will be on-site to coordinate the Contractor's pre-construction survey and required utility locates, identify phase limits and traffic control/barricade locations, verify the adequacy of traffic control and airfield safety devices, and coordinate the setup of any required temporary facilities. The Pre-Construction Mobilization Phase is scheduled for **three (3) working days** prior to the beginning of the project calendar day count, and, thus, are in addition to the number of working days outlined above.

In addition to the time provided for on-site construction coordination during the project calendar day contract period, the RPR's travel time, mobilization, and demobilization to and from the project location, as well as badging coordination time, are also included under this task. It is assumed that this will consist of **four (4) eight (8)-hour days**, one prior to and one following the primary phase of construction and one prior to and one following the subsequent phase for permanent paint.

The following tasks will be performed during a typical day's shift during construction:

a. Review survey data and other construction tasks for general compliance with the construction documents.
b. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
c. Prepare and process field directives and change orders.
d. Conduct labor standards interviews of the Contractor's and subcontractor's employees and review weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
e. Review quality control and quality assurance testing results for conformance with the project specifications.
f. Maintain a record of the progress of construction, record as-built conditions, and review the quantity records with the Contractor on a periodic basis.
g. Prepare the periodic construction cost estimates and review the quantities with the Contractor. The RPR, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. After compiling all costs, the RPR will submit the periodic construction cost estimate to the Sponsor for payment.

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h. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
i. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
j. Prepare a weekly status report using FAA Form 5370-1, *Construction Progress and Inspection Report*. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
k. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.
l. Coordinate and attend weekly construction progress meetings with the Contractor, Sponsor, and other relevant parties.

6.02 Provide Resident Engineering for Punchlist Work. It is anticipated that, following the substantial completion of the project within the allotted calendar day contract period, it will be necessary for the Contractor to return to the project site to address or correct any outstanding incomplete or unacceptable work items. It is estimated that up to **two (2) 12-hour workdays**, along with **two (2) eight (8)-hour travel days** will be required of **one (1)** Resident Project Representative (RPR) for this task.

TASK 6 DELIVERABLES	TO FAA/STATE	TO SPONSOR
6.01b Coordinate RFIs	✓	✓
6.01c Field Directives and Change Orders	✓	✓
6.01d Payroll Reviews	✓	✓
6.01e Quality Assurance/Quality Control Results Compilation	✓	✓
6.01g Periodic Cost Estimates	✓	✓
6.01j Weekly Reports	✓	✓

TASK 6 ON-SITE PERIODS	LOCATION/STAFFING/DURATION
6.01 Provide Resident Engineering	• Gunnison, CO • One (1) Resident Project Representative • Assume three (3) days for mobilization, 90 calendar days for construction, and four (4) travel days for a total of 97 nights of lodging
6.02 Provide Resident Engineering for Punchlist Work	• Gunnison, CO • One (1) Resident Project Representative • Assume two (2) working days and two (2) travel days for a total of four (4) nights of lodging

EX Reimbursable Costs During Survey and Construction. This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred to complete **Part B – Special Services**. Section 3, 4, and 5 Reimbursables are invoiced on a lump sum basis, and Section 6 Reimbursables are invoiced on a cost-plus fixed fee basis.

Special Considerations

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

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

- Item P-152 Excavation and Embankment
- Item P-153 Controlled Low-Strength Material (CLSM)
- Item P-154 Subbase Course
- Item P-209 Crushed Aggregate Base Course and/or CDOT 304 Aggregate Base Course
- Item P-401 Plant Mix Bituminous Pavements and/or CDOT 401 Plant Mix Pavements
- Item P-610 Structural Portland Cement Concrete

Assumptions

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

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

2. During periods of On-Site Construction Coordination covered under Task 6, a $5/day surcharge will be added to the daily vehicle charge which will be reflected in the Engineering Fee as a daily "Field Vehicle and Equipment" expense. This surcharge is intended to cover consumables (such as marking paint, lath, etc.) and the replacement of tools (such as measuring wheels, airfield radios, infrared thermometers, etc.) necessary to monitor and identify the various aspects of the work.

3. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

4. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.

5. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.

6. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.

7. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

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8. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.

9. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition)*, Standard Specifications for Construction of Airports,* and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

10. The Engineer will utilize the following plan standards for the project:

    - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
    - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
    - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
    - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
    - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
    - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

11. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

    - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
    - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
    - FAA General Provisions and required contract language will be used.

12. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

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13. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made based on experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

14. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP).

Additional Services

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

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

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

Docusign Envelope ID: 87F15978-0776-4800-A239-CFF4D28132D3

AIRPORT: **Gunnison-Crested Butte Regional Airport**
AIP/PROJ. NO.: **3-08-0030-066/067-2026**
PROJECT NAME: **General Aviation Ramp Reconstruction Phase 2**
DATE: **February 6, 2026**

Revised Hours
IFE Unaccounted Hours

WOOLPERT

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate			Total Cost
1.0 Project Coordination Phase (Lump Sum)						
Practice Operations Leader	2 hrs.	x	$ 330.00 /hr	=	$	660.00
Prgrm Dir II	8 hrs.	x	$ 325.00 /hr	=	$	2,600.00
Engineer Project Mgr III	165 hrs.	x	$ 260.00 /hr	=	$	42,900.00
Engineer in Training II	131 hrs.	x	$ 185.00 /hr	=	$	24,235.00
Eng Designer III	111 hrs.	x	$ 240.00 /hr	=	$	26,640.00
Engineering Techn III	122 hrs.	x	$ 170.00 /hr	=	$	20,740.00
Construction Mgr IV	3 hrs.	x	$ 255.00 /hr	=	$	765.00
Planner III	10 hrs.	x	$ 280.00 /hr	=	$	2,800.00
Quality Control Manager	24 hrs.	x	$ 285.00 /hr	=	$	6,840.00
Project Coordinator II	100 hrs.	x	$ 150.00 /hr	=	$	15,000.00
Grants Administrator I	48 hrs.	x	$ 150.00 /hr	=	$	7,200.00
SUBTOTAL	**724** hrs.		**SUBTOTAL**		**$**	**150,380.00**
Reimbursables						
Auto Rental	Day	x	$ 130.00 /Day=			
Lodging + Tax & Fees	Day	x	$ 205.00 /Day=			
Per Diem	Day	x	$ 100.00 /Day=			
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=			
			SUBTOTAL		**$**	**-**
	PHASE SUBTOTAL				**$**	**150,380.00**

LABOR HOUR BREAKDOWN

TASK		LABOR CATEGORY											
Start Date: 9/1/2025	**End Date:** 1/31/2026	**Practice Operations Leader**	**Prgrm Dir II**	**Engineer Project Mgr III**	**Engineer in Training II**	**Eng Designer III**	**Engineering Techn III**	**Construction Mgr IV**	**Planner III**	**Quality Control Manager**	**Project Coordinator II**	**Grants Administrator I**	**Phase Item Costs**
1.0	**Project Coordination Phase (Lump Sum)**	Jason Virzi	Marc Miller	Jesse Erickson	Mark Villanueva	Timothy Rhoades	Robert Bell	Michael Quinn	Morgan Einspahr	Chris Giessing	Cheyenne Yancey	Lauren Silcox	
1.01	Coordinate and Attend Meetings with the Sponsor and FAA		4	8					2				$ 3,940.00
1.02	Prepare Project Scope of Work and Contract	2		16				1			8		$ 6,275.00
1.03	Provide Project Coordination			72							24	24	$ 25,920.00
1.04	Prepare Project Plan			4	12					4	4		$ 5,000.00
1.05	Coordinate & Analyze Topographical Survey			4	8	16							$ 6,360.00
1.06	Prepare Federal Grant Applications			4								24	$ 4,640.00
1.07	Confirm Environmental Documentation			1					8				$ 2,500.00
1.08	Prepare Disadvantaged Business Enterprise (DBE) Program and Goal		2	16	16						60		$ 16,770.00
1.09	Update Select Design Elements			24	75	75	90						$ 53,415.00
1.10	Update Bidding Documents		2	8	12	12	12	2		16			$ 14,940.00
1.11	Prepare Airfield Signing and Marking Plan			4	8	8	16			4			$ 8,300.00
1.12	Compile/Submit FAA Form 7460			4			4				4		$ 2,320.00
	TOTALS	**2**	**8**	**165**	**131**	**111**	**122**	**3**	**10**	**24**	**100**	**48**	**$ 150,380.00**
	PERCENTAGES	0%	1%	23%	18%	15%	17%	0%	1%	3%	14%	7%	

Labor Category	Total Hours		Billing Rate			Total Cost
2.0 Bidding Phase (Lump Sum)						
Practice Operations Leader	1 hrs.	x	$ 330.00 /hr	=	$	330.00
Prgrm Dir II	4 hrs.	x	$ 325.00 /hr	=	$	1,300.00
Engineer Project Mgr III	64 hrs.	x	$ 260.00 /hr	=	$	16,640.00
Engineer in Training II	68 hrs.	x	$ 185.00 /hr	=	$	12,580.00
Eng Designer III	4 hrs.	x	$ 240.00 /hr	=	$	960.00
Engineering Techn III	4 hrs.	x	$ 170.00 /hr	=	$	680.00
Construction Mgr IV	2 hrs.	x	$ 255.00 /hr	=	$	510.00
Planner III	0 hrs.	x	$ 280.00 /hr	=		
Quality Control Manager	0 hrs.	x	$ 285.00 /hr	=		
Project Coordinator II	2 hrs.	x	$ 150.00 /hr	=	$	300.00
Grants Administrator I	0 hrs.	x	$ 150.00 /hr	=		
SUBTOTAL	**149** hrs.		**SUBTOTAL**		**$**	**33,300.00**
Reimbursables						
Auto Rental	4 Day	x	$ 130.00 /Day=		$	520.00
Lodging + Tax & Fees	4 Day	x	$ 205.00 /Day=		$	820.00
Per Diem	8 Day	x	$ 100.00 /Day=		$	800.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=			
			SUBTOTAL		**$**	**2,140.00**
	PHASE SUBTOTAL				**$**	**35,440.00**

TASK		LABOR CATEGORY											
Start Date: 1/31/2026	**End Date:** 5/1/2026	**Practice Operations Leader**	**Prgrm Dir II**	**Engineer Project Mgr III**	**Engineer in Training II**	**Eng Designer III**	**Engineering Techn III**	**Construction Mgr IV**	**Planner III**	**Quality Control Manager**	**Project Coordinator II**	**Grants Administrator I**	**Phase Item Costs**
2.0	**Bidding Phase (Lump Sum)**	Jason Virzi	Marc Miller	Jesse Erickson	Mark Villanueva	Timothy Rhoades	Robert Bell	Michael Quinn	Morgan Einspahr	Chris Giessing	Cheyenne Yancey	Lauren Silcox	
2.01	Provide Bid Assistance	1		8	4								$ 3,150.00
2.02	Prepare/Conduct Pre-Bid Meeting			20	20								$ 8,900.00
2.03	Prepare Addenda			4	4	4	4	2			2		$ 4,230.00
2.04	Consult with Prospective Bidders			4	4								$ 1,780.00
2.05	Attend Bid Opening			20	20								$ 8,900.00
2.06	Review Bid Proposals		2	4	8								$ 3,170.00
2.07	Prepare Recommendation of Award		2	4	8								$ 3,170.00
	TOTALS	**1**	**4**	**64**	**68**	**4**	**4**	**2**	**0**	**0**	**2**	**0**	$ 33,300.00
	PERCENTAGES	1%	3%	43%	46%	3%	3%	1%	0%	0%	1%	0%	

Labor Category	Total Hours		Billing Rate			Total Cost
3.0 Design Survey Phase (Lump Sum)						
Geospatial Project Mgr IV	12 hrs.	x	$ 305.00 /hr	=	$	3,660.00
Surveyor III	24 hrs.	x	$ 190.00 /hr	=	$	4,560.00
Survey Field Tech III	50 hrs.	x	$ 130.00 /hr	=	$	6,500.00
Geospatial Specialist II	24 hrs.	x	$ 165.00 /hr	=	$	3,960.00
SUBTOTAL	**110** hrs.		**SUBTOTAL**		**$**	**18,680.00**
Reimbursables						
Survey Field Vehicle	5 Day	x	$ 135.00 /Day=		$	675.00
Survey Mileage	Mi	x	$ 0.700			
Survey Lodging +Tax & Fees	4 Day	x	$ 205.00 /Day=		$	820.00
Survey Per Diem	5 Day	x	$ 100.00 /Day=		$	500.00
Survey Supplies & Equip.	5 Each	x	$ 200.00		$	1,000.00
Survey Travel & Airline Costs	Trip	x	$ 500.00 /Trip=			
			SUBTOTAL		**$**	**2,995.00**
	PHASE SUBTOTAL				**$**	**21,675.00**

TASK		LABOR CATEGORY											
Start Date: 11/10/2025	**End Date:** 11/14/2025	**Geospatial Project Mgr IV**	**Surveyor III**	**Survey Field Tech III**	**Geospatial Specialist II**								**Phase Item Costs**
3.0	**Design Survey Phase (Lump Sum)**	Justin Ness	Brandon Lee	Peter DiPilla	Geospatial Specialist II								
3.01	Perform Topographical Survey	12	24	50	24								$ 18,680.00
	TOTALS	**12**	**24**	**50**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	$ 18,680.00
	PERCENTAGES	11%	22%	45%	22%	0%	0%	0%	0%	0%	0%	0%	

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AIRPORT: **Gunnison-Crested Butte Regional Airport**
AIP/PROJ. NO.: **3-08-0030-066/067-2026**
PROJECT NAME: **General Aviation Ramp Reconstruction Phase 2**
DATE: **February 6, 2026**

WOOLPERT

Revised Hours
IFE Unaccounted Hours

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
4.0 Construction Administration Phase (Lump Sum)					
Practice Operations Leader	0 hrs.	x	$ 330.00 /hr	=	
Prgrm Dir II	0 hrs.	x	$ 325.00 /hr	=	
Engineer Project Mgr III	198 hrs.	x	$ 260.00 /hr	=	$ 51,480.00
Engineer in Training II	4 hrs.	x	$ 185.00 /hr	=	$ 740.00
Eng Designer III	4 hrs.	x	$ 240.00 /hr	=	$ 960.00
Engineering Techn III	4 hrs.	x	$ 170.00 /hr	=	$ 680.00
Construction Mgr IV	60 hrs.	x	$ 255.00 /hr	=	$ 15,300.00
Construction Manager III	182 hrs.	x	$ 220.00 /hr	=	$ 40,040.00
Quality Control Manager	0 hrs.	x	$ 285.00 /hr	=	
Project Coordinator II	28 hrs.	x	$ 150.00 /hr	=	$ 4,200.00
Grants Administrator I	20 hrs.	x	$ 150.00 /hr	=	$ 3,000.00
SUBTOTAL	**500** hrs.		**SUBTOTAL**		**$ 116,400.00**
Reimbursables					
Auto Rental	18 Day	x	$ 130.00 /Day=		$ 2,340.00
Lodging + Tax & Fees	9 Day	x	$ 205.00 /Day=		$ 1,845.00
Per Diem	18 Day	x	$ 100.00 /Day=		$ 1,800.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL		**$ 5,985.00**
	PHASE SUBTOTAL				**$ 122,385.00**

LABOR HOUR BREAKDOWN

TASK		LABOR CATEGORY											
	Start Date: 4/1/2026 End Date: 8/1/2026	**Practice Operations Leader**	**Prgrm Dir II**	**Engineer Project Mgr III**	**Engineer in Training II**	**Eng Designer III**	**Engineering Techn III**	**Construction Mgr IV**	**Construction Manager III**	**Quality Control Manager**	**Project Coordinator II**	**Grants Administrator I**	**Phase Item Costs**
4.0	**Construction Administration Phase (Lump Sum)**	Jason Virzi	Marc Miller	Jesse Erickson	Mark Villanueva	Timothy Rhoades	Robert Bell	Michael Quinn	onstruction Manager I	Chris Giessing	Cheyenne Yancey	Lauren Silcox	
4.01	Prepare Construction Contract and Documents			4	4	4	4				4		$ 4,020.00
4.02	Provide Project Coordination			72							24		$ 22,320.00
4.03	Coordinate Quality Assurance Testing			8					8				$ 3,840.00
4.04	Prepare/Conduct Pre-Construction Meeting			20					20				$ 9,600.00
4.05	Prepare/Submit Construction Management Plan			4					40				$ 9,840.00
4.06	Review Contractor's Safety Plan Compliance Document			1					8				$ 2,020.00
4.07	Review Contractors Quality Control Program			1					8				$ 2,020.00
4.08	Review Construction Submittals								78				$ 17,160.00
4.09	Prepare Requests for Reimbursement			8								20	$ 5,080.00
4.10	Coordinate and Attend Quality Assurance/Quality Control Workshop			20				20	20				$ 14,700.00
4.11	Perform Site Visits During Construction			60				40					$ 25,800.00
	TOTALS	**0**	**0**	**198**	**4**	**4**	**4**	**60**	**182**	**0**	**28**	**20**	$ 116,400.00
	PERCENTAGES	0%	0%	40%	1%	1%	1%	12%	36%	0%	6%	4%	

Labor Category	Total Hours		Billing Rate		Total Cost
5.0 Post Construction Coordination Phase (Lump Sum)					
Practice Operations Leader	0 hrs.	x	$ 330.00 /hr	=	
Prgrm Dir II	0 hrs.	x	$ 325.00 /hr	=	
Engineer Project Mgr III	52 hrs.	x	$ 260.00 /hr	=	$ 13,520.00
Engineer in Training II	56 hrs.	x	$ 185.00 /hr	=	$ 10,360.00
Eng Designer III	0 hrs.	x	$ 240.00 /hr	=	
Engineering Techn III	40 hrs.	x	$ 170.00 /hr	=	$ 6,800.00
Construction Mgr IV	16 hrs.	x	$ 255.00 /hr	=	$ 4,080.00
Construction Manager III	92 hrs.	x	$ 220.00 /hr	=	$ 20,240.00
Quality Control Manager	0 hrs.	x	$ 285.00 /hr	=	
Project Coordinator II	8 hrs.	x	$ 150.00 /hr	=	$ 1,200.00
Grants Administrator I	0 hrs.	x	$ 150.00 /hr	=	
SUBTOTAL	**264** hrs.		**SUBTOTAL**		**$ 56,200.00**
Reimbursables					
Auto Rental	2 Day	x	$ 130.00 /Day=		$ 260.00
Lodging + Tax & Fees	1 Day	x	$ 205.00 /Day=		$ 205.00
Per Diem	2 Day	x	$ 100.00 /Day=		$ 200.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL		**$ 665.00**
	PHASE SUBTOTAL				**$ 56,865.00**

TASK		LABOR CATEGORY											
	Start Date: 8/29/2026 End Date: 11/23/2026	**Practice Operations Leader**	**Prgrm Dir II**	**Engineer Project Mgr III**	**Engineer in Training II**	**Eng Designer III**	**Engineering Techn III**	**Construction Mgr IV**	**Construction Manager III**	**Quality Control Manager**	**Project Coordinator II**	**Grants Administrator I**	**Phase Item Costs**
5.0	**Post Construction Coordination Phase (Lump Sum)**	Jason Virzi	Marc Miller	Jesse Erickson	Mark Villanueva	Timothy Rhoades	Robert Bell	Michael Quinn	onstruction Manager I	Chris Giessing	Cheyenne Yancey	Lauren Silcox	
5.01	Prepare Final Testing Report			8	8			8	24				$ 10,880.00
5.02	Prepare Clean-up Item List								8				$ 1,760.00
5.03	Conduct Final Inspection			20					8				$ 6,960.00
5.04	Prepare Engineering Record Drawings			4			40	8	8				$ 11,640.00
5.05	Prepare Final Construction Report			8	40				40				$ 18,280.00
5.06	Prepare DBE Uniform Report			4							8		$ 2,240.00
5.07	Summarize Project Costs			8	8				4				$ 4,440.00
	TOTALS	**0**	**0**	**52**	**56**	**0**	**40**	**16**	**92**	**0**	**8**	**0**	$ 56,200.00
	PERCENTAGES	0%	0%	20%	21%	0%	15%	6%	35%	0%	3%	0%	

Labor Category	Total Hours		Billing Rate		Total Cost
6.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)					
Construction Manager III	1,140 hrs.	x	$ 65.00 /hr	=	$ 74,100.00
	0 hrs.	x			
	0 hrs.	x			
	0 hrs.	x			
	0 hrs.	x			
	0 hrs.	x			
	0 hrs.	x			
SUBTOTAL	**1140** hrs.		**SUBTOTAL**		**$ 74,100.00**
Direct Labor Cost				=	$ 74,100.00
Overhead (% of Direct Labor Cost)			195.01%	=	$ 144,500.00
Total Labor Cost				=	$ 218,600.00
Fixed Fee				=	$ 43,500.00
			SUBTOTAL PHASE LABOR	=	**$ 262,100.00**
Reimbursables					
Auto Rental	97 Day	x	$ 135.00 /Day=		$ 13,095.00
Lodging + Tax & Fees	111 Day	x	$ 205.00 /Day=		$ 22,755.00
Per Diem	111 Day	x	$ 100.00 /Day=		$ 11,100.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL		**$ 46,950.00**
	PHASE SUBTOTAL				**$ 309,050.00**

TASK		LABOR CATEGORY											
	Start Date: 6/1/2025 End Date: 8/29/2025	**Construction Manager III**											**Phase Item Costs**
6.0	**On-Site Construction Coordination Phase (Cost Plus Fixed Fee)**	Construction Manager III											
	Estimated Calendar Days from Scope of Work	100											
	Estimated Working Days/Week from Scope of Work	6											
	Total Days Scoped for Resident Engineering	86											
	Estimated Hours/Day from Scope of Work	12											
6.01	Provide Resident Engineering	1,032											$ 67,080.00
	Travel Time, Mobilization, and Demobilization	68											$ 4,420.00
6.02	Provide Resident Engineering for Punchlist Work	40											$ 2,600.00
	TOTALS	**1,140**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	$ 74,100.00
	PERCENTAGES	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	

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AIRPORT: **Gunnison-Crested Butte Regional Airport**
AIP/PROJ. NO.: **3-08-0030-066/067-2026**
PROJECT NAME: **General Aviation Ramp Reconstruction Phase 2**
DATE: **February 6, 2026**

Revised Hours
IFE Unaccounted Hours

		CONTRACT HOURS		PHASE FEE	REIMBURSABLE COSTS	TOTAL COST
PART A - BASIC SERVICES (LUMP SUM)						
1.0	Project Coordination Phase (Lump Sum)	724		$ 150,380.00		$ 150,380.00
2.0	Bidding Phase (Lump Sum)	149		$ 33,300.00	$ 2,140.00	$ 35,440.00
		873	**SUBTOTAL**	**$ 183,680.00**	**$ 2,140.00**	**$ 185,820.00**
PART B - SPECIAL SERVICES (LUMP SUM)						
3.0	Design Survey Phase (Lump Sum)	110		$ 18,680.00	$ 2,995.00	$ 21,675.00
4.0	Construction Administration Phase (Lump Sum)	500		$ 116,400.00	$ 5,985.00	$ 122,385.00
5.0	Post Construction Coordination Phase (Lump Sum)	264		$ 56,200.00	$ 665.00	$ 56,865.00
		874	**SUBTOTAL**	**$ 191,280.00**	**$ 9,645.00**	**$ 200,925.00**
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)			**LABOR**	**FIXED FEE**	**REIMBURSABLE COSTS**	
6.0	On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	1140		$ 218,600.00	$ 43,500.00	$ 46,950.00	$ 309,050.00
		1140	**SUBTOTAL**	**$ 218,600.00**	**$ 43,500.00**	**$ 46,950.00**	**$ 309,050.00**
SUBCONSULTANT 1						
Yeh & Associates (Materials Testing)						$ 175,557.00
					SUBTOTAL	**$ 175,557.00**
				PHASE FEE	**FIXED FEE**	**REIMBURSABLE COSTS**	**TOTAL COST**
TOTAL		**2,887**		**$ 593,560.00**	**$ 43,500.00**	**$ 58,735.00**	**$ 871,352.00**

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

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

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

SECTION 1. PROJECT LIST

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

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

SECTION 2. SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

2.1.10 Prepare Construction Safety and Phasing Plan (CSPP);

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

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

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

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

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

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

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

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

2.2.3 Construction administration, including administering proposed construction activity.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. COMPENSATION AND PAYMENT

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

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

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

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

(A) The rates are identified on Exhibit B, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit B are subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(B) The overhead rate is 199.73%, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(C) The fixed fee is 20% of labor costs, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

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

1) The Engineer must alert the Sponsor when the Engineer's cumulative costs approach the upper limit.

2) The Sponsor and Engineer should assess whether the remaining work effort can be completed within the remaining contract limits.

3) The Engineer must obtain Sponsor approval before exceeding the upper limit.

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

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

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

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

3.3 Payment Schedule.

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

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

3.4 Changes in Scope.

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

(A) Such revisions are due to causes beyond the Engineer's control,

(B) The Sponsor has authorized the additional work in an executed Amendment.

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

SECTION 4. CONTRACT DOCUMENTS

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

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

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

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

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

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

SECTION 5. FEDERAL COMPLIANCE

Engineer represents and covenants to Sponsor as follows:

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

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

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

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

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

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

SECTION 6. INSURANCE

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

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

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

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

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

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

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

SECTION 7. STANDARD OF CARE

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

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

SECTION 8. FORCE MAJEURE

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

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

SECTION 9. TERMINATION

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

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

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

SECTION 10. INDEMNIFICATION

10.1 General Liability Indemnification. Each party (the "Indemnifying Party") to the fullest extent permitted by law, shall indemnify, defend, and hold harmless the other party (the "Indemnified Party") their consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Indemnifying Party, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

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

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

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

SECTION 11. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.12 Immigration Compliance Certification.

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

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

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

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

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

SECTION 12. FAA PROVISIONS

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

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

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

- **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- **Nondiscrimination.** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations

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

- **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

  a) Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
  b) Cancellation, termination, or suspension of the contract, in whole or in part.

- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (*Compliance with Regulations*, *Nondiscrimination*, *Solicitations for Subcontracts*, *Information and Reports*, and *Sanctions for Noncompliance*) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

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

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

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

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

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

- **Contract Assurance (§26.13)** - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

  1) Withholding monthly progress payments;
  2) Assessing sanctions;
  3) Liquidated damages; and/or
  4) Disqualifying the Contractor from future bidding as non-responsible.

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

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

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

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

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

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

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

- has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any

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

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

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

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

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

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

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

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

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

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

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

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

By signing this Agreement, the Consultant agrees:

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

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

2. It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

[Signature Page Follows]

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

Attest:

GUNNISON COUNTY SEAL COLORADO

_____
Katherine Haase, Deputy Clerk

ENGINEER:
Jviation, A Woolpert Company

By: _____

Name: Jason Virzi, PE

Title: Vice President

Attest:

_____

Exhibit A
to
Base Agreement

Form of Amendment

See attached.

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

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

Item No.

- or other work as identified.

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

PART A - BASIC SERVICES

DESIGN

Preliminary Design ..... Lump sum of $0.00
Design ..... Lump sum of $0.00

BIDDING

Bidding ..... Lump sum of $0.00

REIMBURSABLE COSTS (typically remove this section and roll fees into specific elements)

Reimbursable Costs During Design ..... Lump sum of $0.00

TOTAL BASIC SERVICES ..... Lump sum of $0.00

Method of payment shall be as follows:

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

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

GEOTECHNICAL INVESTIGATIONS (FOR DESIGN)

Geotechnical Investigations ..... Lump sum of $0.00

TOPOGRAPHIC SURVEYS (FOR DESIGN)

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

ACCEPTANCE TESTING (FOR CONSTRUCTION)

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

TOTAL SUBCONSULTANT SERVICES .....Lump sum of $0.00

CONSTRUCTION ADMINISTRATION

Construction Administration ..... Lump Sum of $0.00
Pre-Construction Coordination..... Lump Sum of $0.00
Post Construction ..... Lump Sum of $0.00

TOTAL CONSTRUCTION ADMINISTRATION .....Lump sum of $0.00

CONSTRUCTION COORDINATION AND FIXED FEE

Construction Coordination ..... Cost Plus of $0.00
Fixed Fee for Construction Coordination ..... Lump Sum of $0.00

REIMBURSABLE COSTS

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

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

TOTAL SPECIAL SERVICES..... $0.00

TOTAL..... $0.00

Method of payment shall be as follows:

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

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

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

SPONSOR:
[NAME]

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

ATTEST:

_____

ENGINEER:
Jviation, A Woolpert Company

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

Exhibit B
to
Base Agreement

Rates

See attached.

Jviation, A Woolpert Company
Billing Rate Schedule for 2022

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

Woolpert Survey
Rate Schedule for 2022

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

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

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

- General Aviation Ramp Construction

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

PART A - BASIC SERVICES

DESIGN

Bidding..... Lump sum of $69,051.50

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

Method of payment shall be as follows:

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

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Yeh & Associates – QA Testing..... Lump sum of $77,226.00
Snowbridge, Inc. – Pipe Inspection..... Lump sum of $6,760.00

TOTAL SUBCONSULTANT SERVICES ..... Lump sum of $83,986.00

CONSTRUCTION ADMINISTRATION

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

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $137,991.80

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ON-SITE COORDINATION

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

REIMBURSABLE COSTS

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

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

TOTAL SPECIAL SERVICES $338,089.50

TOTAL $407,141.00

Method of payment shall be as follows:

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

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 25th day of March 2024.

SPONSOR:
Gunnison County

By: _____

Name: Jonathan Houck

Title: Chairperson

JVIATION, A WOOLPERT COMPANY, LLC:

DocuSigned by:

By: Jason Virzi
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Name: Jason Virzi, PE

Title: Vice President

DocuSign Envelope ID: AD00EB72-8684-4FFA-A9D2-0822FFCA6892

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

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

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

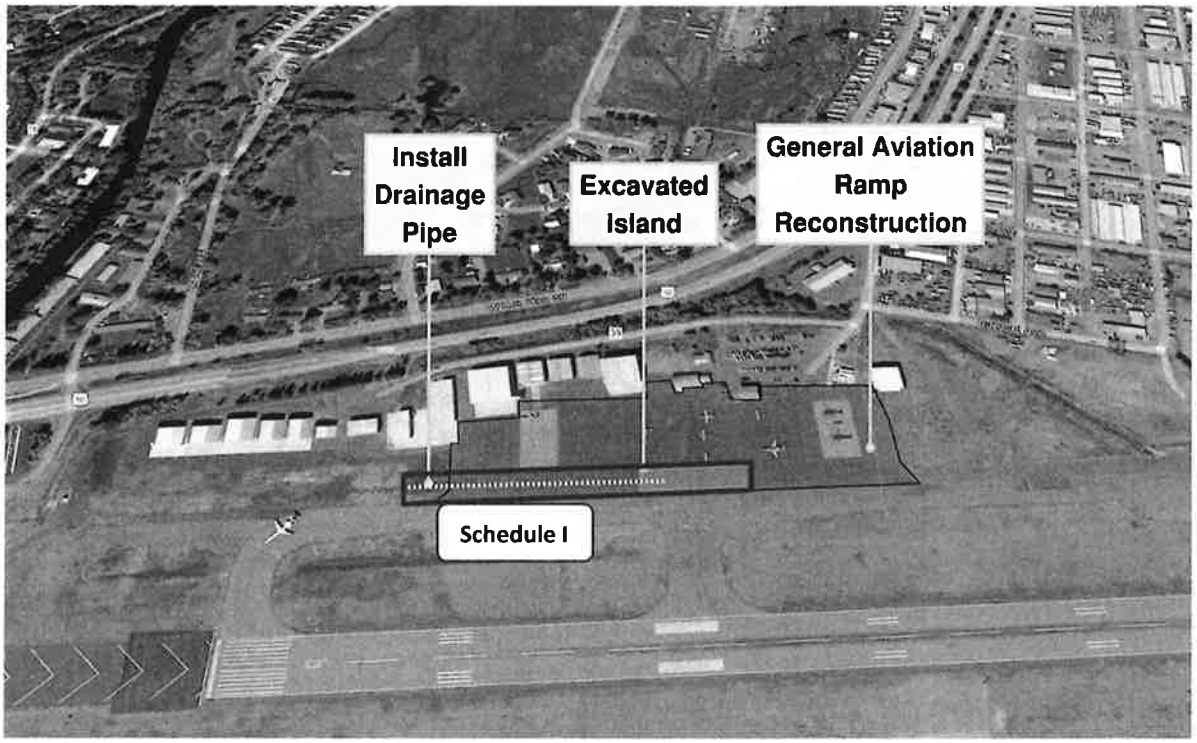

EXHIBIT NO. 1

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DESCRIPTION

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 1985. The pavement section includes 2" to 11" of asphalt over 0" to 7.5" of base material on native subgrade. The condition of the asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt needs to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 the western ¾ of the asphalt ramp has a PCI value of 40. The eastern ¼ of the asphalt ramp has a PCI value of 31.

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

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

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

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

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

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

1.0 Bidding Phase

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

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

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

The Engineer will complete the following tasks:

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

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

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

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

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

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

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

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

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

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

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

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

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.02 Prepare Project Scope of Work and Contract	• Conference Call One (1) Project Engineer and one (1) Project Manager • Assume One (2) hour via teleconference (1 meetings)
1.05 Prepare/Conduct Pre-Bid Meeting	• Gunnison, CO One (1) Project Manager and one (1) Project Engineer • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for site visit
1.08 Attend Bid Opening	• Gunnison, CO One (1) Project Manager and one (1) Project Engineer • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member per site visit

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

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

2.0 Construction Administration Phase

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

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

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

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

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

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

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

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

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

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

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

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

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TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.04 Conduct Pre-Construction Meeting	• Gunnison, CO One (1) Project Manager, one (1) Construction Manager, and one (1) Senior Construction Manager • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for the site visit
2.08 Attend QA/QC Workshop	• Gunnison, CO One (1) Project Manager, one (1) Construction Manager, and one (1) Senior Construction Manager • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for the site visit
2.09 Perform Site Visits During Construction	• Gunnison, CO One (1) Project Manager • Assume two-day site visit (2 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Project Manager for each site visit
2.09 Site Visits During Critical Construction Activities	• Gunnison, CO One (1) Senior Construction Manager • Assume two-day site visit (2 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Senior Construction Manager for each site visit

3.0 *Post-Construction Coordination Phase*

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

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

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

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

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

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

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

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

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

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.03 Conduct Final Inspection	• Gunnison, CO One (1) Project Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Project Manager for each site visit

4.0 On-Site Construction Coordination Phase

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

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

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

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

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

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

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

5.0 On-Site Construction Survey Phase

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

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

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.01 Provide Survey Control	• Gunnison, CO One (1) Survey Crew • Assume two (2) full day site visits (two total trips) Assume travel to/from Denver, CO with one (1) overnight stay for the Survey Crew for each site visit

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

Special Considerations

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

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

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

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

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

Assumptions

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

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

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2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

3. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

4. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports,* and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

5. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

6. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

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

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

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

AIRPORT: Gunnison-Crested Butte Regional Airport
AIP/PROJ. NO.: 3-08-0030-063, 064, 065-2023
PROJECT NAME: General Aviation Ramp Reconstruction - Bidding, Construction, Closeout (Schedule I Only)
DATE: January 1, 2024

Highlighted cells have been modified during negotiations

JVIATION
A WOOLPERT COMPANY

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Bidding Phase (Lump Sum)					
Sales Director	1 hrs.	x	$ 325.00 /hr	= $	325.00
Practice Operations Leader	13 hrs.	x	$ 305.00 /hr	= $	3,375.00
Engineer III	2 hrs.	x	$ 255.00 /hr	= $	510.00
Project Manager III	142 hrs.	x	$ 230.00 /hr	= $	32,660.00
Construction Manager IV	32 hrs.	x	$ 230.00 /hr	= $	7,360.00
Engineer in Training II	72 hrs.	x	$ 160.00 /hr	= $	11,520.00
Eng Designer III	8 hrs.	x	$ 215.00 /hr	= $	1,720.00
Engineering Techn III	8 hrs.	x	$ 145.00 /hr	= $	1,160.00
Project Coordinator II	62 hrs.	x	$ 125.00 /hr	= $	7,020.00
Planner III	0 hrs.	x	$ 240.00 /hr	=	
SUBTOTAL	332 hrs.		SUBTOTAL	$	66,850.00
Reimbursables					
Auto Rental	4 Day	x	$ 85.00 /Day=	$	340.00
Mileage	900 Mi	x	$ 0.655 /Mi=	$	589.50
Lodging + Tax & Fees	4 Day	x	$ 170.00 /Day=	$	680.00
Per Diem	8 Day	x	$ 74.00 /Day=	$	592.00
Travel & Airline Costs	0 Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	$	2,201.50
			PHASE SUBTOTAL	$	69,051.50

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Construction Administration Phase (Lump Sum)					
Sales Director	0 hrs.	x	$ 325.00 /hr	=	
Practice Operations Leader	0 hrs.	x	$ 305.00 /hr	=	
Engineer III	0 hrs.	x	$ 255.00 /hr	=	
Project Manager III	111 hrs.	x	$ 230.00 /hr	= $	25,530.00
Construction Manager IV	30 hrs.	x	$ 230.00 /hr	= $	6,900.00
Construction Manager II	166 hrs.	x	$ 170.00 /hr	= $	28,220.00
Engineer in Training II	16 hrs.	x	$ 160.00 /hr	= $	2,560.00
Engineering Techn III	2 hrs.	x	$ 145.00 /hr	= $	290.00
Project Coordinator II	24 hrs.	x	$ 135.00 /hr	= $	3,240.00
Planner III	6 hrs.	x	$ 240.00 /hr	= $	1,440.00
SUBTOTAL	355 hrs.		SUBTOTAL	$	68,180.00
Reimbursables					
Auto Rental	16 Day	x	$ 85.00 /Day=	$	1,360.00
Mileage	2700 Mi	x	$ 0.655 /Mi=	$	1,768.50
Lodging + Tax & Fees	10 Day	x	$ 170.00 /Day=	$	1,700.00
Per Diem	20 Day	x	$ 74.00 /Day=	$	1,480.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	$	6,308.50
			PHASE SUBTOTAL	$	74,488.50

Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Post Construction Coordination Phase (Lump Sum)					
Sales Director	0 hrs.	x	$ 325.00 /hr	=	
Practice Operations Leader	0 hrs.	x	$ 305.00 /hr	=	
Engineer III	0 hrs.	x	$ 255.00 /hr	=	
Project Manager III	54 hrs.	x	$ 230.00 /hr	= $	12,420.00
Construction Manager IV	38 hrs.	x	$ 230.00 /hr	= $	8,740.00
Construction Manager II	164 hrs.	x	$ 170.00 /hr	= $	27,880.00
Engineer in Training II	16 hrs.	x	$ 160.00 /hr	= $	2,560.00
Engineering Techn III	56 hrs.	x	$ 145.00 /hr	= $	8,120.00
Project Coordinator II	8 hrs.	x	$ 135.00 /hr	= $	1,080.00
Planner III	8 hrs.	x	$ 240.00 /hr	= $	1,920.00
SUBTOTAL	344 hrs		SUBTOTAL	$	62,720.00
Reimbursables					
Auto Rental	2 Day	x	$ 85.00 /Day=	$	170.00
Mileage	450 Mi	x	$ 0.655 /Mi=	$	294.75
Lodging + Tax & Fees	1 Day	x	$ 170.00 /Day=	$	170.00
Per Diem	2 Day	x	$ 74.00 /Day=	$	148.00
Miscellaneous Expenses	1 Each	x	$ 0.55 /Each=	$	0.55
			SUBTOTAL	$	783.30
			PHASE SUBTOTAL	$	63,503.30

LABOR HOUR BREAKDOWN

TASK	Sales Director	Practice Operations Leader	Engineer III	Project Manager III	Construction Manager IV	Engineer in Training II	Eng Designer III	Engineering Techn III	Project Coordinator II	Planner III	Phase Item Costs
1.0 Bidding Phase (Lump Sum)											
1.01 Prepare Project Scope of Work and Contract	1	1	2	6		16			4		$ 5,410.00
1.02 Provide Project Coordination		4		80	4				16		$ 23,920.00
1.03 Prepare Federal Grant Applications		2		8		8			32		$ 7,130.00
1.04 Provide Bid Assistance				8		8					$ 3,120.00
1.05 Prepare/Conduct Pre-Bid Meeting				16	16						$ 7,360.00
1.06 Prepare Addenda		2		8	8	8	8	8			$ 8,450.00
1.07 Consult with Prospective Bidders				4	4	8					$ 3,130.00
1.08 Attend Bid Opening				8		8					$ 3,120.00
1.09 Review Bid Proposals		1		4		8					$ 2,505.00
1.10 Prepare Recommendation of Award		1		4		8					$ 2,505.00
TOTALS	1	16	2	142	32	72	8	8	52	0	$ 66,850.00

TASK	Sales Director	Practice Operations Leader	Engineer III	Project Manager III	Construction Manager IV	Construction Manager II	Engineer in Training II	Engineering Techn III	Project Coordinator II	Planner III	Phase Item Costs
2.0 Construction Administration Phase (Lump Sum)											
2.01 Prepare Construction Contract and Documents				8			8		8		$ 4,210.00
2.02 Review Environmental Documentation						8		2		6	$ 2,750.00
2.03 Coordinate Quality Assurance Testing				2	2	8					$ 2,180.00
2.04 Prepare/Conduct Pre-Construction Meeting				12	12	12					$ 7,560.00
2.05 Prepare/Submit Construction Management Plan				2	4	40	4				$ 9,460.00
2.06 Review Contractor's Safety Plan Compliance Document				2		8					$ 1,870.00
2.07 Prepare Requests for Reimbursement				8					16		$ 4,000.00
2.08 Coordinate and Attend Quality Assurance/Quality Control Workshop				12	12	12					$ 7,560.00
2.09 Perform Site Visits During Construction				85		80					$ 24,610.00
TOTALS	0	0	0	111	30	166	18	2	24	6	$ 68,180.00

TASK	Sales Director	Practice Operations Leader	Engineer III	Project Manager III	Construction Manager IV	Construction Manager II	Engineer in Training II	Engineering Techn III	Project Coordinator II	Planner III	Phase Item Costs
3.0 Post Construction Coordination Phase (Lump Sum)											
3.01 Prepare Final Testing Report				2	12	40					$ 12,020.00
3.02 Prepare Clean-up Item List					2	8					$ 1,820.00
3.03 Conduct Final Inspection				8		8					$ 3,200.00
3.04 Prepare Engineering Record Drawings				8		32	16	40			$ 12,340.00
3.05 Prepare Final Construction Report				16	24	80	0				$ 12,800.00
3.06 Prepare DBE Uniform Report				4		8			8		$ 2,360.00
3.07 Summarize Project Costs				8		8					$ 3,200.00
3.08 Update Airport Layout Plan (ALP)				8				16		8	$ 4,080.00
TOTALS	0	0	0	54	38	164	16	56	8	8	$ 62,720.00

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Labor Category	Total Hours	Billing Rate	Total Cost
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)			
Construction Manager II	288 hrs	x $ 50.00 /hr = $	14,400.00
Construction Manager II	144 hrs	x $ 50.00 /hr = $	7,200.00
SUBTOTAL	432 hrs	SUBTOTAL $	21,600.00
Direct Labor Cost		= $	21,600.00
Overhead (% of Direct Labor Cost)		207.46% = $	44,811.36
Total Labor Cost		= $	66,411.36
Fixed Fee		= $	13,500.00
		SUBTOTAL PHASE LABOR $	79,911.36
Reimbursables			
Auto Rental	36 Day	x $ 85.00 /Day = $	3,060.00
Mileage	2860 Mi	x $ 0.655 /Mi = $	1,886.40
Lodging - Tax & Fees	44 Day	x $ 170.00 /Day = $	7,480.00
Per Diem	44 Day	x $ 74.00 /Day = $	3,256.00
Travel & Airline Costs	Trip	x $ 500.00 /Trip =	-
		SUBTOTAL $	15,682.40
		PHASE SUBTOTAL $	95,593.76

TASK	LABOR CATEGORY: Construction Manager II	Construction Manager II									Phase Item Costs
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)											
Estimated Calendar Days from Scope of Work	28	14									
Estimated Working Days/Week from Scope of Work	6	6									
Total Days Scoped for Resident Engineering	24	12									
Estimated Hours/Day from Scope of Work	12	12									
4.01 Provide Resident Engineering	288	144									$ 21,600.00
TOTALS	288	144	0	0	0	0	0	0	0	0	$ 21,600.00

Labor Category	Total Hours	Billing Rate	Total Cost
5.0 On-Site Construction Survey Phase (Cost Plus Fixed Fee)			
Geospatial Project Mgr IV	8 hrs	x $ 81.00 /hr = $	648.00
Survey Phase Manager	40 hrs	x $ 46.00 /hr = $	1,840.00
Survey Party Chief	60 hrs	x $ 38.00 /hr = $	2,280.00
SUBTOTAL	108 hrs	SUBTOTAL $	4,768.00
Direct Labor Cost		= $	4,768.00
Overhead (% of Direct Labor Cost)		207.46% = $	9,891.69
Total Labor Cost		= $	14,659.69
Fixed Fee		= $	3,000.00
		SUBTOTAL PHASE LABOR $	17,659.69
Reimbursables			
Auto Rental	Day	x $ 85.00 /Day =	
Mileage	1350 Mi	x $ 0.655 /Mi = $	884.25
Lodging - Tax & Fees	6 Day	x $ 170.00 /Day = $	1,020.00
Per Diem	6 Day	x $ 74.00 /Day = $	444.00
Travel & Airline Costs	Trip	x $ 500.00 /Trip =	
Survey Supplies & Equip	Each	x /Trip =	
Survey Field Vehicle	6 Day	x $ 85.00 /Day = $	510.00
		SUBTOTAL $	2,858.25
		PHASE SUBTOTAL $	20,517.94

TASK	LABOR CATEGORY: Geospatial Project Mgr IV	Survey Phase Manager	Survey Party Chief								Phase Item Costs
5.0 On-Site Construction Survey Phase (Cost Plus Fixed Fee)											
5.01 Provide Construction Survey Control	8	40	60								$ 4,768.00
TOTALS	8	40	60	0	0	0	0	0	0	0	$ 4,768.00

	Contract Hours	Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)				
1.0 Bidding Phase (Lump Sum)	332	$ 66,850.00	$ 2,201.50	$ 69,051.50
	332	SUBTOTAL $ 66,850.00	$ 2,201.50	$ 69,051.50
PART B - SPECIAL SERVICES (LUMP SUM)				
2.0 Construction Administration Phase (Lump Sum)	355	$ 68,180.00	$ 6,308.50	$ 74,488.50
3.0 Post Construction Coordination Phase (Lump Sum)	344	$ 62,720.00	$ 783.30	$ 63,503.30
	699	SUBTOTAL $ 130,900.00	$ 7,091.80	$ 137,991.80

	Contract Hours	Phase Fee	Fixed Fee	Reimbursable Costs	Total Cost
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)					
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	432	$ 66,411.36	$ 13,500.00	$ 15,682.40	$ 95,593.76
5.0 On-Site Construction Survey Phase (Cost Plus Fixed Fee)	108	$ 14,659.69	$ 3,000.00	$ 2,858.25	$ 20,517.94
	540	SUBTOTAL $ 81,071.05	$ 16,500.00	$ 18,540.65	$ 116,111.70
SUBCONSULTANT 1					
Quality Assurance Testing (Yeh & Associates)					$ 77,226.00
SUBCONSULTANT 2					
Pipe Inspections (Showtoridge, Inc)					$ 6,760.00
				SUBTOTAL	$ 83,986.00
TOTAL	1,571	$ 278,821.05	$ 16,500.00	$ 27,833.95	$ 407,141.00

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

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

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

SECTION 1. PROJECT LIST

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

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

SECTION 2. SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

2.1.10 Prepare Construction Safety and Phasing Plan (CSPP);

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

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

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

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

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

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

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

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

2.2.3 Construction administration, including administering proposed construction activity.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. COMPENSATION AND PAYMENT

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

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

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

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

(A) The rates are identified on Exhibit B, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit B are subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(B) The overhead rate is 199.73%, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(C) The fixed fee is 20% of labor costs, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

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

1) The Engineer must alert the Sponsor when the Engineer's cumulative costs approach the upper limit.

2) The Sponsor and Engineer should assess whether the remaining work effort can be completed within the remaining contract limits.

3) The Engineer must obtain Sponsor approval before exceeding the upper limit.

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

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

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

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

3.3 Payment Schedule.

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

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

3.4 Changes in Scope.

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

(A) Such revisions are due to causes beyond the Engineer's control,

(B) The Sponsor has authorized the additional work in an executed Amendment.

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

SECTION 4. CONTRACT DOCUMENTS

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

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

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

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

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

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

SECTION 5. FEDERAL COMPLIANCE

Engineer represents and covenants to Sponsor as follows:

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

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

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

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

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

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

SECTION 6. INSURANCE

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

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

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

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

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

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

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

SECTION 7. STANDARD OF CARE

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

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

SECTION 8. FORCE MAJEURE

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

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

SECTION 9. TERMINATION

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

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

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

SECTION 10. INDEMNIFICATION

10.1 General Liability Indemnification. Each party (the "Indemnifying Party") to the fullest extent permitted by law, shall indemnify, defend, and hold harmless the other party (the "Indemnified Party") their consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Indemnifying Party, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

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

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

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

SECTION 11. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.12 Immigration Compliance Certification.

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

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

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

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

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

SECTION 12. FAA PROVISIONS

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

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

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

- **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- **Nondiscrimination.** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations

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

- **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

  a) Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
  b) Cancellation, termination, or suspension of the contract, in whole or in part.

- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (*Compliance with Regulations*, *Nondiscrimination*, *Solicitations for Subcontracts*, *Information and Reports*, and *Sanctions for Noncompliance*) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

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

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

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

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

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

- **Contract Assurance (§26.13)** - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

  1) Withholding monthly progress payments;
  2) Assessing sanctions;
  3) Liquidated damages; and/or
  4) Disqualifying the Contractor from future bidding as non-responsible.

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

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

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

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

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

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

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

- has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

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1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any

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

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

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

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

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

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

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

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

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

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

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

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

By signing this Agreement, the Consultant agrees:

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

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

2. It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

[Signature Page Follows]

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

Attest:

GUNNISON COUNTY SEAL COLORADO

_____
Katherine Haase, Deputy Clerk

ENGINEER:
Jviation, A Woolpert Company

By: _____

Name: Jason Virzi, PE

Title: Vice President

Attest:

_____

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Exhibit A
to
Base Agreement

Form of Amendment

See attached.

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Jviation PROJECT NO.
AIP PROJECT NO.

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

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

Item No.

- or other work as identified.

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

PART A - BASIC SERVICES

DESIGN

Preliminary Design ..... Lump sum of $0.00
Design ..... Lump sum of $0.00

BIDDING

Bidding ..... Lump sum of $0.00

REIMBURSABLE COSTS (typically remove this section and roll fees into specific elements)

Reimbursable Costs During Design ..... Lump sum of $0.00

TOTAL BASIC SERVICES ..... Lump sum of $0.00

Method of payment shall be as follows:

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

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

GEOTECHNICAL INVESTIGATIONS (FOR DESIGN)

Geotechnical Investigations ..... Lump sum of $0.00

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TOPOGRAPHIC SURVEYS (FOR DESIGN)

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

ACCEPTANCE TESTING (FOR CONSTRUCTION)

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

TOTAL SUBCONSULTANT SERVICES .....Lump sum of $0.00

CONSTRUCTION ADMINISTRATION

Construction Administration ..... Lump Sum of $0.00
Pre-Construction Coordination..... Lump Sum of $0.00
Post Construction ..... Lump Sum of $0.00

TOTAL CONSTRUCTION ADMINISTRATION .....Lump sum of $0.00

CONSTRUCTION COORDINATION AND FIXED FEE

Construction Coordination ..... Cost Plus of $0.00
Fixed Fee for Construction Coordination ..... Lump Sum of $0.00

REIMBURSABLE COSTS

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

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

TOTAL SPECIAL SERVICES.....$0.00

TOTAL.....$0.00

Method of payment shall be as follows:

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

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

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

SPONSOR:
[NAME]

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

ATTEST:

_____

ENGINEER:
Jviation, A Woolpert Company

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

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Exhibit B
to
Base Agreement

Rates

See attached.

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Jviation, A Woolpert Company
Billing Rate Schedule for 2022

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

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Woolpert Survey
Rate Schedule for 2022

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

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CDAG #: 23-GUC-01
Jviation Project No.: 110015580
Rehabilitate General Aviation Apron

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

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

- Rehabilitate General Aviation Apron

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

PART A - BASIC SERVICES

DESIGN

Preliminary Design ..... Lump sum of $76,840.00
Design ..... Lump sum of $322,770.00

TOTAL BASIC SERVICES ..... Lump sum of $399,610.00

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

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

TOTAL SUBCONSULTANT SERVICES ..... Lump sum of $57,000.00

DESIGN SURVEY

Design Survey ..... Lump sum of $23,050.50

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $23,050.50

TOTAL SPECIAL SERVICES $80,050.50

TOTAL $479,660.50

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Method of payment shall be as follows:

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

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

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

SPONSOR:
Gunnison County

By: _____

Name: Jonathan Houck

Title: Chair, Board of County Commissioners

ATTEST:

Melissa Belloy

GUNNISON COUNTY SEAL COLORADO

JVIATION, A WOOLPERT COMPANY:

DocuSigned by:

By: Jason Virzi
88C06044F188434

Name: Jason Virzi, PE

Title: Vice President

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

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

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

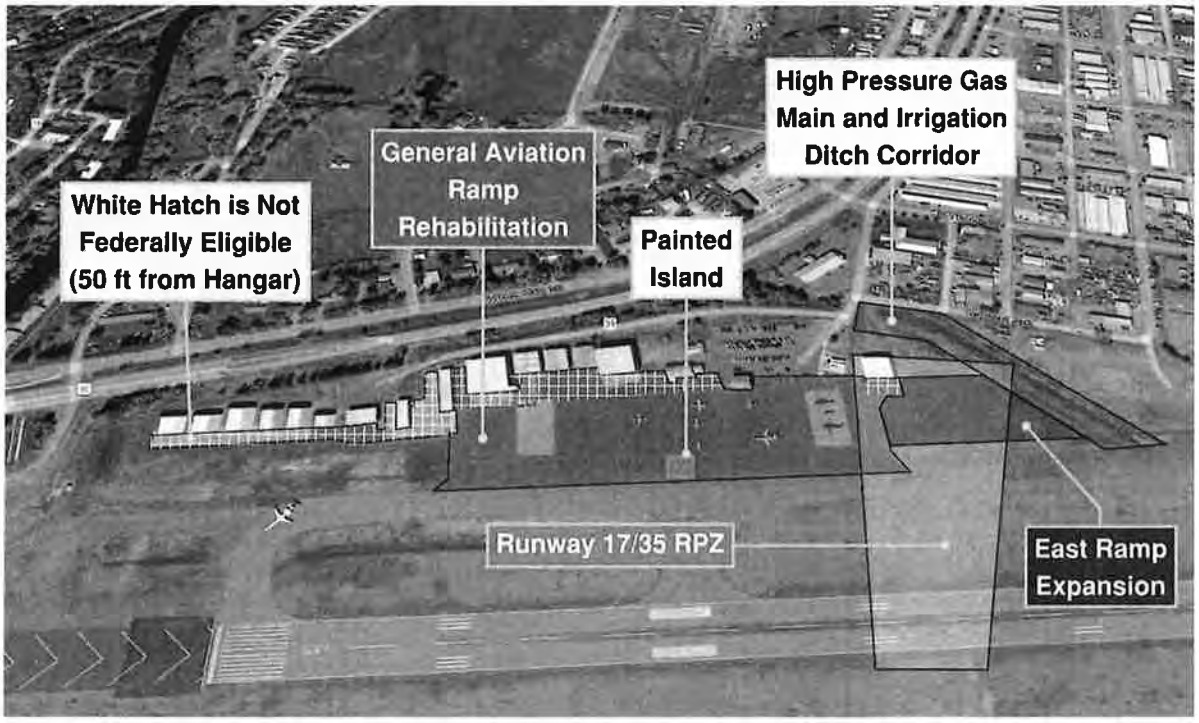

EXHIBIT NO. 1 – General Aviation Ramp Improvements

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DESCRIPTION

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

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 1985. The pavement section includes 2" to 6" of asphalt over 10" of base material on native subgrade. The condition of the asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt may need to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 the western ¾ of the asphalt ramp has a PCI value of 40. The eastern ¼ of the asphalt ramp has a PCI value of 31.

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

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

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

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

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

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

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

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

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

1.0 Preliminary Design Phase

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

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

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

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

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

The Engineer will complete the following tasks:

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

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

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

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

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

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

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

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

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

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

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

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

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TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design and FAA Coordination Meetings.	• Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (5 meetings)
1.06 Coordinate Topographical Surveys.	• Gunnison, CO One (1) Project Manager • Assume Twelve (12) hour trip to Gunnison
1.07 Coordinate Geotechnical Investigation.	• Gunnison, CO One (1) Engineer • Assume Five (5) days for a twelve (12) hour per day in Gunnison
1.08 Utility Coordination with Local Utility Companies	• Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (3 meetings)

2.0 Design Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.16 Plan Review at 30% Complete. Plan Review at 60% Complete. Plan Review at 90% Complete.	• Gunnison, CO One (1) Engineer and one (1) Project Manager Assume Two (2) hours via teleconference (3 meetings)

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

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

3.0 Design Survey Phase

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

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

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

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

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

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.01 Coordinate and Perform Topographical Survey	• Gunnison, CO One (1) Survey Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Manager for each site visit

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

Special Considerations

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

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

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

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

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Assumptions

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

1. Reimbursable expenses are based on the following rates:

   - Per diem for lodging and meals & incidentals is based on the US General Services Administration's (GSA) current rates for the project location. Local taxes and fees have been calculated and included in addition to the GSA lodging rate.
   - Vehicle mileage reimbursement is based on the GSA Privately Owned Vehicle Mileage Reimbursement Rates, currently $0.585/mile.
   - Rental car/vehicle use rate of $85.00/day.

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.

4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.

5. The Engineer will provide additional base mapping of existing topography, planimetric features and underground utilities needed in the design phase of the project.

6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

7. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.

8. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports,* and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

9. The Engineer will utilize the following plan standards for the project:

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- Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
- Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
- Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
- All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
- Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans as the Engineer.
- The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

10. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

    - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
    - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
    - FAA General Provisions and required contract language will be used.

11. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

12. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

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

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

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

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AIRPORT: Gunnison-Crested Butte Regional Airport
CDAG PROJECT NUMBER: 23 GUC-01
PROJECT NAME: General Aviation Ramp Rehabilitation with Apron Expansion Preliminary Planning
DATE: November 18, 2022

JVIATION
A WOOLPERT COMPANY

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Preliminary Design Phase (Lump Sum)					
Principal	8 hrs.	x	$ 295.00 /hr	= $	2,360.00
Quality Control Manager	10 hrs.	x	$ 255.00 /hr	= $	2,550.00
Senior Consultant III	8 hrs.	x	$ 285.00 /hr	= $	2,280.00
Project Manager III	144 hrs.	x	$ 230.00 /hr	= $	33,120.00
Construction Manager IV	hrs.	x	$ 220.00 /hr	= $	-
Engineer Phase Manager IV	8 hrs.	x	$ 210.00 /hr	= $	1,680.00
Electrical Phase Manager IV	4 hrs.	x	$ 260.00 /hr	= $	1,040.00
Engineer I	96 hrs.	x	$ 140.00 /hr	= $	13,440.00
CADD Tech III	12 hrs.	x	$ 140.00 /hr	= $	1,680.00
Project Coordinator II	72 hrs.	x	$ 135.00 /hr	= $	9,720.00
Support III	24 hrs.	x	$ 130.00 /hr	= $	3,120.00
Planner III	20 hrs.	x	$ 180.00 /hr	= $	3,600.00
SUBTOTAL	406 hrs.		**SUBTOTAL**	**$**	**74,350.00**
Reimbursables					
Auto Rental	6 Day	x	$ 85.00 /Day	= $	510.00
Mileage	1000 Mi	x	$ 0.585 /Mi	= $	585.00
Lodging + Tax & Fees	5 Day	x	$ 205.00 /Day	= $	1,025.00
Per Diem	5 Day	x	$ 74.00 /Day	= $	370.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip	= $	-
			SUBTOTAL	**$**	**2,490.00**
			PHASE SUBTOTAL	**$**	**76,840.00**

LABOR HOUR BREAKDOWN

	TASK	LABOR CATEGORY												
		Principal	Quality Control Manager	Senior Consultant III	Project Manager III	Construction Manager IV	Engineer Phase Manager IV	Electrical Phase Manager IV	Engineer I	CADD Tech III	Project Coordinator II	Support III	Planner III	Phase Item Costs
1.0	**Preliminary Design Phase (Lump Sum)**													
1.01	Coordinate and Attend Meetings with the Sponsor and FAA	2	8	8	16				8					$ 8,830.00
1.02	Prepare Project Scope of Work and Contract	2			24						8			$ 6,640.00
1.03	Prepare Preliminary Cost Estimating		2		4				8	4				$ 3,110.00
1.04	Provide Project Coordination	4			60						24	24		$ 21,120.00
1.05	Review Existing Documents						8	4	8					$ 3,640.00
1.06	Coordinate Topographical Survey				16				4	4				$ 4,800.00
1.07	Coordinate Geotechnical Investigation				4				80	4				$ 9,880.00
1.08	Coordinate with Local Utility Companies				4									$ 920.00
1.09	Prepare State Grant Application				4						8			$ 1,480.00
1.10	Prepare Environmental Documentation				4				8				20	$ 5,840.00
1.11	Prepare Disadvantaged Business Enterprise (DBE) Program and Goal				8						40			$ 7,240.00
	TOTALS	**8**	**10**	**8**	**144**		**8**	**4**	**96**	**12**	**72**	**24**	**20**	**$ 74,350.00**

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Design Phase (Lump Sum)					
Principal	hrs.	x	$ 295.00 /hr	= $	-
Quality Control Manager	44 hrs.	x	$ 255.00 /hr	= $	11,220.00
Senior Consultant III	8 hrs.	x	$ 285.00 /hr	= $	2,280.00
Project Manager III	301 hrs.	x	$ 230.00 /hr	= $	69,230.00
Construction Manager IV	56 hrs.	x	$ 220.00 /hr	= $	12,320.00
Engineer Phase Manager IV	308 hrs.	x	$ 210.00 /hr	= $	64,680.00
Electrical Phase Manager IV	64 hrs.	x	$ 260.00 /hr	= $	16,640.00
Engineer I	605 hrs.	x	$ 140.00 /hr	= $	84,700.00
CADD Tech III	388 hrs.	x	$ 140.00 /hr	= $	54,320.00
Project Coordinator II	52 hrs.	x	$ 135.00 /hr	= $	7,020.00
Support III	hrs.	x	$ 130.00 /hr	= $	-
Planner III	2 hrs.	x	$ 180.00 /hr	= $	360.00
SUBTOTAL	1834 hrs.		**SUBTOTAL**	**$**	**322,770.00**
Reimbursables					
Auto Rental	Day	x	$ 85.00 /Day	= $	-
Mileage	Mi	x	$ 0.585 /Mi	= $	-
Lodging + Tax & Fees	Day	x	$ 205.00 /Day	= $	-
Per Diem	Day	x	$ 74.00 /Day	= $	-
Travel & Airline Costs	Trip	x	$ 500.00 /Trip	= $	-
			SUBTOTAL	**$**	**-**
			PHASE SUBTOTAL	**$**	**322,770.00**

	TASK	LABOR CATEGORY												
		Principal	Quality Control Manager	Senior Consultant III	Project Manager III	Construction Manager IV	Engineer Phase Manager IV	Electrical Phase Manager IV	Engineer I	CADD Tech III	Project Coordinator II	Support III	Planner III	Phase Item Costs
2.0	**Design Phase (Lump Sum)**													
2.01	Analyze Topographical Survey Data				8		40			32				$ 14,720.00
2.02	Analyze Geotechnical Investigation Data		2		8	8	8		4					$ 6,910.00
2.03	Prepare Pavement Design		2		16	4			32					$ 9,560.00
2.04	Prepare Preliminary Contract Documents				8				60		8			$ 11,920.00
2.05	Prepare Construction Safety and Phasing Plan (CSPP)				24	8			40					$ 12,880.00
2.06	Prepare Preliminary Construction Plans													
	Cover Sheet				1				1	4				$ 960.00
	Index of Drawings/Summary of Approximate Quantities & General Notes				4		8			12				$ 4,360.00
	Survey Control Plan				1		4			8				$ 2,180.00
	Geotechnical Investigation Plan				1					12				$ 1,910.00
	Safety Plan				2					8				$ 1,640.00
	Construction Layout Plan				2	4				8				$ 2,860.00
	Construction Phasing Plan				8				16	32				$ 8,560.00
	Environmental Requirements and Details				1					8			2	$ 1,710.00
	Demolition Plan				4		16		8	24				$ 8,760.00
	Geometric Layout Plan				4		16		8	24				$ 8,760.00
	Overall/Grading and Drainage Plan				2		16			8				$ 4,940.00
	Grading and Drainage Plan				8		32			24				$ 11,920.00
	Typical Sections				4		24		8	16				$ 9,320.00
	Pavement Marking Plan/Details				2		8		8	16				$ 5,320.00
	Drainage Plan and Profile/Details				4		16		8	24				$ 8,760.00
	Seeding and Erosion Control Plan/Details				1		8			8				$ 3,080.00
	Electrical Demolition Plan/Layout Plan/Details				2			56		16				$ 17,160.00
2.07	Prepare Preliminary Technical Specifications				24	24			96					$ 24,240.00
2.08	Prepare Preliminary Special Provisions				8				16					$ 4,040.00
2.09	Prepare Drainage Analysis and Storm Drainage Design				16				40	8				$ 10,400.00
2.10	Compile/Submit Permits				1				16					$ 2,470.00
2.11	Compile/Submit FAA Form 7460				4					16	8			$ 4,240.00
2.12	Calculate Estimated Quantities				8		24		16	16				$ 11,360.00
2.13	Prepare Estimate of Probable Construction Cost				8		24		24					$ 12,240.00
2.14	Prepare Engineer's Design Report and Modification of Standards				32				120		8			$ 25,240.00
2.15	Prepare and Submit Modification of Standards on MOS Website				16				24		8			$ 8,720.00
2.16	Review Plans at 30%, 60%, and 90% Complete				24	8	24	8	24	24				$ 21,120.00
2.17	Provide In-House Quality Control		40	8										$ 13,480.00
2.18	Prepare and Submit Const. Plans, Specs., Cont. Docs., and Design Report				32		40		32	32	8			$ 21,800.00
2.19	Prepare Airfield Signing and Marking Plan				1				4	8				$ 1,910.00
2.20	Prepare Requests for Reimbursement				12						12			$ 4,560.00
	TOTALS		**44**	**8**	**301**	**16**	**308**	**64**	**605**	**388**	**52**		**2**	**$ 322,770.00**

Rev 08.10.21

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Labor Category	Total Hours		Billing Rate			Total Cost
3.0 Design Survey Phase (Lump Sum)						
Survey Manager	4 hrs.	x	$ 235.00 /hr	=	$	940.00
Survey 2-Man Crew	52 hrs.	x	$ 205.00 /hr	=	$	10,660.00
Survey Technician	52 hrs.	x	$ 125.00 /hr	=	$	6,500.00
SUBTOTAL	108 hrs.		SUBTOTAL		$	18,100.00
Reimbursables						
Mileage	500 Mi.	x	$ 0.585 /Mile		$	292.50
Lodging + Tax & Fees	12 Day	x	$ 205.00 /Day		$	2,460.00
Per Diem	12 Day	x	$ 74.00 /Day		$	888.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip		$	
Survey Supplies & Equip.	1 Each	x	$ 800.00 /Trip		$	800.00
Survey Field Vehicle	6 Day	x	$ 85.00 /Day		$	510.00
			SUBTOTAL		$	4,950.50
			PHASE SUBTOTAL		$	23,050.50

TASK		LABOR CATEGORY: Survey Manager	Survey 2-Man Crew	Survey Technician										Phase Item Costs
3.0	**Design Survey Phase (Lump Sum)**													
3.01	Perform Topographical Survey	4	52	52										$ 18,100.00
	TOTALS	4	52	52										$ 18,100.00

	Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)			
1.0 Preliminary Design Phase (Lump Sum)	$ 74,350.00	$ 2,490.00	$ 76,840.00
2.0 Design Phase (Lump Sum)	$ 322,770.00	$	$ 322,770.00
SUBTOTAL	$ 397,120.00	$ 2,490.00	$ 399,610.00
PART B - SPECIAL SERVICES (LUMP SUM)			
3.0 Design Survey Phase (Lump Sum)	$ 18,100.00	$ 4,950.50	$ 23,050.50
SUBTOTAL	$ 18,100.00	$ 4,950.50	$ 23,050.50
SUBCONSULTANT 3			
Geotechnical Investigation (Lump Sum)			
		SUBTOTAL	$ 54,000.00
SUBCONSULTANT 2			
Cultural Resource Survey (Lump Sum)			
		SUBTOTAL	$ 3,000.00
TOTAL			$ 479,660.50

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

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

- General Aviation Ramp Construction

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

PART A - BASIC SERVICES

DESIGN

Bidding..... Lump sum of $69,051.50

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

Method of payment shall be as follows:

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

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

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

TOTAL SUBCONSULTANT SERVICES..... Lump sum of $112,620.00

CONSTRUCTION ADMINISTRATION

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

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $137,991.80

ON-SITE COORDINATION

On-Site Construction Coordination ..... Cost Plus of $66,411.36
Additional On-Site Construction Coordination ..... Cost Plus of $14,758.08
Fixed Fee for Construction Coordination ..... Lump Sum of $13,500.00
Additional Fixed Fee for Construction Coordination ..... Lump Sum of $3,000.00
On-Site Construction Survey ..... Cost Plus of $14,659.69
Fixed Fee for Construction Survey ..... Lump Sum of $3,000.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination ..... Actuals Not to Exceed of $15,682.40
Additional Reimbursable Costs During Construction Coordination..... ..... Actuals Not to Exceed of $3,539.20
Reimbursable Costs During Construction Survey ..... Actuals Not to Exceed of $2,858.25

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

TOTAL SPECIAL SERVICES $388,020.78

TOTAL $457,072.28

Method of payment shall be as follows:

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

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 16th day of July 2024.

SPONSOR:
Gunnison County

By: _____

Name: ~~Chairperson~~ Jonathan Houck

Title: Chairperson

JVIATION, A WOOLPERT COMPANY, LLC:

By: _____

Name: Jason Virzi, PE

Title: Vice President

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

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

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

June 3, 2024

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

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

Dear Mr. Lamport:

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

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

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

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

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

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

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

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

Amendment No. 1

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

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

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

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

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

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

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

Sincerely,

Paulette Lugo

Paulette Lugo
Project Manager, DEN-612
Denver ADO

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

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

- General Aviation Ramp Construction

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

PART A - BASIC SERVICES

DESIGN

Bidding..... Lump sum of $69,051.50

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

Method of payment shall be as follows:

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

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

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

TOTAL SUBCONSULTANT SERVICES ..... Lump sum of $112,620.00

CONSTRUCTION ADMINISTRATION

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

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TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $137,991.80

ON-SITE COORDINATION

On-Site Construction Coordination ..... Cost Plus of $66,411.36
Additional On-Site Construction Coordination ..... Cost Plus of $14,758.08
Additional On-Site Construction Coordination ..... Cost Plus of $15,986.00
Fixed Fee for Construction Coordination ..... Lump Sum of $13,500.00
Additional Fixed Fee for Construction Coordination ..... Lump Sum of $3,000.00
On-Site Construction Survey ..... Cost Plus of $0.00
Fixed Fee for Construction Survey ..... Lump Sum of $0.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination ..... Actuals Not to Exceed of $15,682.40
Additional Reimbursable Costs During Construction Coordination ..... Actuals Not to Exceed of $3,539.20
Additional Reimbursable Costs During Construction Coordination ..... Actuals Not to Exceed of $977.91
Reimbursable Costs During Construction Survey ..... Actuals Not to Exceed of $0.00

TOTAL ON-SITE COORDINATION AND FIXED FEE ..... Lump sum of $133,854.95

TOTAL SPECIAL SERVICES $384,466.75

TOTAL $453,518.25

Method of payment shall be as follows:

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

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 5th day of November 2024.

SPONSOR:
Gunnison County

By: _____

Name: Jonathan Houck

Title: Chairperson. BOCC

JVIATION, A WOOLPERT COMPANY, LLC:

By: DocuSigned by: Jason Virzi 88C66044F188434...

Name: Jason Virzi, PE

Title: Vice President

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WOOLPERT

September 25, 2024

Rick Lamport
Airport Manager
Gunnison-Crested Butte Regional Airport
Administrative Offices
519 Rio Grande Avenue
Gunnison, CO 81230

RE: Gunnison-Crested Butte Regional Airport (GUC)
General Aviation (GA) Ramp Reconstruction
AIP No. 3-08-0030-063-2023/064-2024
Revised Day Count for Onsite Construction – Revision No. 2 to Contract Amendment No. 2

Dear Mr. Lamport

At the beginning of the project, the closure of Highway 50 caused a lot of challenges that were hard to anticipate. We worked with United before construction began, to amend their calendar days from 28 to 38 to accommodate the closure. This allowed United additional time to mobilize their workforce and equipment. Unfortunately, the Highway 50 closure was more impactful than originally thought.

When construction was complete, the project had over run the duration by 9 days. This resulted in additional onsite time and expense for Woolpert to oversee the construction. The Onsite Construction overage total for both Labor and Expenses for the 9 days was $16,963.91. We feel that the additional days were a result of the Highway 50 closure. United made a great effort to keep the project on schedule and to make the most of each construction day.

We propose amending the engineering contract to add days to cover the additional cost and expenses. We have unused budget for our Construction Survey as United hired their own surveyor for construction. Therefore, the change will not result in an increase in engineering fees or the grant amount.

Sincerely,

Woolpert, Inc.

Jesse Erickson
Project Manager

Woolpert, Inc.
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246

AMENDMENT NO. THREE (3) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO

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

- Taxiway Connector Rehabilitation (A4-A8)

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

PART A - BASIC SERVICES

DESIGN

Preliminary Design ..... Lump sum of $47,051.73
Design ..... Lump sum of $140,340.75
Bidding ..... Lump sum of $27,796.50

TITLE VI

Woolpert (Title VI Plan) ..... Lump sum of $46,428.00

TOTAL BASIC SERVICES ..... Lump sum of $261,616.98

Method of payment shall be as follows:

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

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Yeh & Associates – Pavement Investigation ..... Lump sum of $37,245.00
Yeh & Associates – Quality Assurance Testing ..... Time and materials of $66,057.00
Daniel S. Reimer, Esq (Title VI Plan) ..... Lump sum of $3,000.00

TOTAL SUBCONSULTANT SERVICES ..... Lump sum of $106,302.00

SURVEY AND CONSTRUCTION SERVICES

Design Survey ..... Lump sum of $19,952.50
Construction Administration ..... Lump sum of $48,325.37
Post Construction Coordination ..... Lump sum of $28,452.75

TOTAL SURVEY AND CONSTRUCTION SERVICES ..... Lump sum of $96,730.62

ON-SITE COORDINATION

On-Site Construction Coordination ..... Cost Plus of $43,044.40
Fixed Fee for Construction Coordination ..... Lump Sum of $8,500.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination ..... Actuals Not to Exceed of $10,656.00

TOTAL ON-SITE COORDINATION AND FIXED FEE ..... Cost Plus Fixed Fee of $62,200.40

TOTAL SPECIAL SERVICES $265,233.02

TOTAL $526,850.00

Method of payment shall be as follows:

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

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

Signature Page Follows

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 7th day of May 2024.

SPONSOR:
Gunnison County

By: _____

Name: Jonathan Houck

Title: Chairperson

JVIATION, A WOOLPERT COMPANY, LLC:

By: _____

Name: Jason Virzi, PE

Title: Vice President

SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
AIP Project No. 3-08-0030-065-2024
Taxiway Connector Rehabilitation (A4-A8)

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

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Report, along with Bidding, Design Survey, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination for the Taxiway Connector Rehabilitation (A4-A8) Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

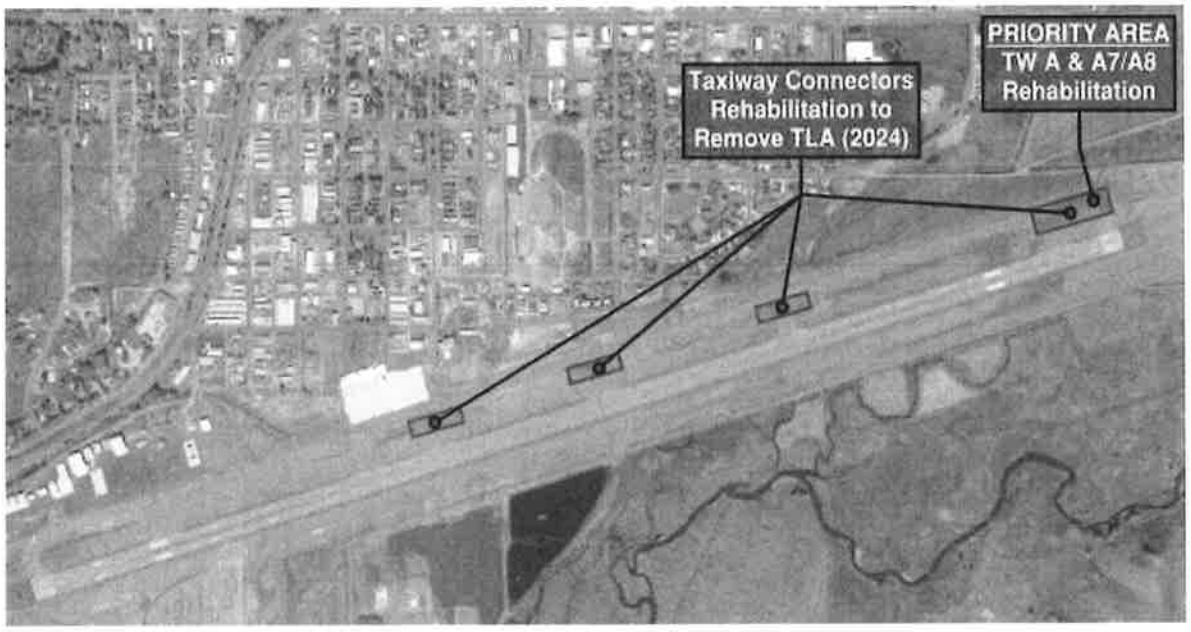

EXHIBIT NO. 1

DESCRIPTION

This project shall consist of rehabilitating taxiway connectors A4-A8 along with the portion of Taxiway A between A7 and A8. The existing taxiway connectors A5-A8 are comprised of Trinidad Lake Asphalt, which was an experimental asphalt used around 2004 that was supposed to be more environmentally friendly than standard hot mix asphalt. Over the years, significant pavement distresses have been seen and are now causing great concern on the airport for air traffic. These distresses are causing an increase in FOD seen on the airport, which can be extremely detrimental to aircraft. With all these factors, this asphalt may need to be completely replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 these connectors had PCI values that ranged from 33-52.

While the rehabilitation methodology will be determined with the support of a pavement and soils evaluation by a Geotechnical Engineer, this scope of work assumes this will be a surface rehabilitation (3" mill and overlay). Pavement structure and subsurface soil parameters will be analyzed along with the airport's fleet mix to confirm this method of rehabilitating the asphalt pavement. Alternatives such as full depth asphalt replacement, full depth asphalt replacement and base reclamation or full depth pavement section replacement will not be considered for this scope. If the geotechnical investigation recommends a rehabilitation method other than a 3" mill and overlay, a revised scope of work will be provided.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services,** which includes; 4) Design Survey Phase, 5) Construction Administration Phase, 6) Post-Construction Coordination Phase, 7) On-Site Construction Coordination Phase or Field Engineering and Reimbursable Costs During Survey and Construction. Additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation, quality assurance testing during construction, prior to and during construction will also be included under **Part B-Special Services.** Parts A and B and the seven phases are described in more detail below.

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

1.0 Preliminary Design Phase

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

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

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

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

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

The Engineer will complete the following tasks:

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

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

1.06 Coordinate Topographical Survey. This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 4.01. The Project Manager is expected to visit the project site to coordinate the survey activities with the Sponsor and the survey team.

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

1.08 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

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

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

1.09 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B, and the project can be environmentally approved through the FAA's internal memorandum. The Engineer shall provide the FAA with adequate documentation needed for the internal memo process. An overall environmental exhibit, if applicable, will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.10 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE program has not been updated since 2018. In order to be in compliance with 49 CFR Part 26, the program will be amended. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

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

- Revise DBE goals after Sponsor and FAA review.

1.11 Prepare Quarterly Performance Reports – Design. Federal Regulation 49 CFR Part 18 establishes uniform administrative requirements for grants to State and Local Governments. Sub-part 18.40 addresses monitoring and reporting requirements for the Sponsor. The Engineer will assist the Sponsor in managing grant activities to ensure compliance with applicable Federal requirements. The Engineer will submit a quarterly performance report while the grant is active. It is estimated there will be two quarterly performance reports completed during the design phase of this project.

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

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meeting.	• Gunnison, CO One (1) Project Engineer and one (1) Project Manager Assume One (1) hour via teleconference (3 meetings)
1.02 Prepare Project Scope of Work and Contract	• Gunnison, CO One (1) Project Engineer and one (1) Project Manager Assume One (1) hour via teleconference and one (1) full day in person meeting (2 meetings) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Engineer and Project Manager for each site visit

2.0 Design Phase

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

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

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

- Review Geotechnical Engineer recommendations.
- Determine on-site sources and quantities of suitable material for embankment.
- Determine appropriate data for the pavement design form(s).
- Input data for computer modeling with topographical survey data.
- Prepare soil information for incorporation on the construction plans.

2.03 Prepare Pavement Design. After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). A surface rehabilitation will be evaluated to confirm the proposed rehabilitation method. Other alternatives such as, a full depth pavement rehabilitation or a full depth replacement will not be considered under this scope of work. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- Determine appropriate data for pavement design.
- Input data for computer modeling with topographical survey data.
- Prepare an exhibit showing the existing pavement and base course thickness.
- Determine areas of existing pavement to be removed and replaced.
- Prepare pavement and soils information for incorporation on the construction drawings.
- Verify elevation of water table.
- Compile the current airport fleet mix.
- Input data into FAARFIELD.
- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation.*
- Verify frost design method.
- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.

2.04 Prepare Existing Utility Inventory. This task includes reviewing record drawings and consulting with the Sponsor and local utility companies to identify all utilities within the project site. The Construction Plans will include, to the maximum extent possible, the surveyed locations of observable utility features and the locations identified by utility locates.

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

2.06 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction.* A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 75% complete and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

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

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	1
Survey Control Plan	1
Geotechnical Investigation Plan	1
Construction Layout Plan	1
Construction Phasing Plan	4
Environmental Requirements and Details	1
Demolition Plan	4
Geometric Layout Plan	4
Grading and Drainage Plan	4
Typical Sections	2
Pavement Marking Plan	4
Pavement Marking Details	1
Seeding and Erosion Control Plan	1
Seeding and Erosion Control Details	1
Total Sheet Count	**31**

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

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-401 Asphalt Mix Pavement
- Item P-603 Emulsified Asphalt Tack Coat
- Item P-620 Runway and Taxiway Marking
- Item T-901 Seeding

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

2.10 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, batch plants and construction dewatering. When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.11 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

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

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

2.14 Prepare Engineer's Design Report. This task includes preparation of the Engineer's Design Report in accordance with current FAA Northwest Mountain Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.15 Review Plans at 75% and 95% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 95% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

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

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

In addition to the 75% and 95% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 95% design review, the independent review will re-evaluate the CATEX boundary.

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

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

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.03 Proposed Pavement Design	✓	✓
2.05 Preliminary Contract Documents for Sponsor's Review		✓
2.06 CSPP at 75% and 95% Complete	✓	✓
2.11 FAA Form 7460	✓	✓
2.15 75% and 95 % Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.17 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓
2.18 Requests for Reimbursement		✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.15 Plan Review at 75% Complete. Plan Review at 95% Complete.	• Gunnison, CO One (1) Project Engineer and one (1) Project Manager Assume One (1) hour via teleconference and one (1) full day site visit (2 meetings) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Engineer and Project Manager for each site visit

3.0 Bidding Phase

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

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

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

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

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

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

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
3.03 Addenda	✓	✓
3.06 Bid Tabulations	✓	✓
3.07 Recommendation of Award	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	• Gunnison, CO One (1) Project Engineer and One (1) Project Manager Assume full day site visit (1 site visit) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Engineer and Project Manager for each site visit
3.05 Attend Bid Opening	• Gunnison, CO One (1) Project Engineer and One (1) Project Manager Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Engineer and Project Manager for each site visit

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

PART B – SPECIAL SERVICES consists of the Design Survey Phase (invoiced on a not-to-exceed basis), Construction Administration Phase, Post-Construction Coordination Phase (invoiced on a lump sum basis), and On-Site Construction Coordination Phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for the proposed geotechnical investigation and quality assurance testing during construction, prior to and during construction.

4.0 Design Survey Phase

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

- Topographical survey of approximately 5 acres.
- Preparation of a survey plan that will determine the appropriate survey methods and equipment to be utilized
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.

- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runway and connector taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet. Concrete joints will also be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
- Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.
- Prepare triangulated irregular network (TIN surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- Generate three-dimensional contour model from TIN surface model.

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

TASK 4 DELIVERABLES	TO FAA/STATE	TO SPONSOR
4.01 Topographical Survey	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.01 Coordinate and Perform Topographical Survey	• Gunnison, CO One (1) Surveyor Assume full day site visit (5 site visits) Assume travel to/from Denver, CO to Gunnison, CO with one (4) overnight stays for the Surveyor.

5.0 Construction Administration Phase

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

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

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

- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.

The Engineer will complete the following tasks:

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

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

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

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

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

5.07 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction.* The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

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

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

TASK 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
5.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
5.02 Monthly Invoice and Monthly PSR	✓	✓
5.02 Pay Request Review Documentation	✓	✓
5.02 Weekly/Monthly Reports	✓	✓
5.02 Quarterly Performance Reports	✓	✓
5.02 Change Orders/Supplemental Agreements	✓	✓
5.05 Pre-Construction Agenda and Meeting Minutes	✓	✓
5.06 Construction Management Plan	✓	✓
5.07 Review and Approval of SPCD and Final SPCD		✓
5.08 QA/QC Workshop Meeting Minutes	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.05 Conduct Pre-Construction Meeting	• Gunnison, CO One (1) Project Engineer, one (1) Project Manager, and one (1) Construction Manager Assume full day site visit (1 site visit) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for each staff member for the site visit
5.08 Attend QA/QC Workshop	• Gunnison, CO One (1) Project Manager and one (1) Construction Manager Assume full day site visit (1 site visit) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for each staff member for the site visit
5.09 Perform Site Visits During Construction	• Gunnison, CO One (1) Project Manager Assume full day site visit (1 site visit) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Manager
5.09 Site Visits During Critical Construction Activities	• Gunnison, CO One (1) Senior Construction Manager Assume two-day site visit (1 site visit) Assume travel to/from Denver, CO to Gunnison, CO with two (2) overnight stays for Senior Construction Manager

6.0 *Post-Construction Coordination Phase*

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

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

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

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

6.05 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

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

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

TASK 6 DELIVERABLES	TO FAA/STATE	TO SPONSOR
6.01 Final Testing Report	✓	✓
6.02 Clean-up List		✓
6.04 Record Drawings	✓	✓
6.05 Final Construction Report	✓	✓
6.06 DBE Uniform Report	✓	✓
6.07 Project Cost Summary	✓	✓

TASK 6 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
6.03 Conduct Final Inspection	• Gunnison, CO One (1) Project Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Manager for each site visit

7.0 On-Site Construction Coordination Phase

This phase will consist of providing one lead Resident Project Representative (RPR) supported by one additional full-time RPR. It shall be the responsibility of the RPR to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take **26 calendar days** to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

7.01 Provide Resident Engineering. It is estimated that the lead Resident Project Representative (RPR) will work approximately **12 hours per day**. It is assumed that the RPR will be able to complete all daily project documentation in the course of their shift. The total time allotted for the completion of construction is anticipated to be **26 calendar days**. It is assumed that the Contractor will work **six (6) days** a week during the construction period **resulting in 22 working days**.

In addition to the time provided for on-site construction coordination during the project calendar day contract period, the RPR(')s travel time, mobilization, and demobilization to and from the project location are also included under this task. It is assumed that this will consist of **four (4) four (4)-hour days** for each RPR: one prior to and one following the primary phase of construction and one prior to and one following the subsequent phase for permanent paint.

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

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

TASK 7 DELIVERABLES	TO FAA/STATE	TO SPONSOR
7.01a Coordinate Submittal Reviews	✓	✓
7.01c Coordinate RFIs	✓	✓
7.01d Change Orders	✓	✓
7.01e Payroll Reviews	✓	✓
7.01f Quality Assurance/Quality Control Results Compilation	✓	✓
7.01h Periodic Cost Estimates	✓	✓
7.01k Weekly Reports	✓	✓

EX Reimbursable Costs During Survey and Construction. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 4 Reimbursables are invoiced on a not-to-exceed basis, Sections 5 and 6 Reimbursables are invoiced on a lump sum basis and Section 7 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

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

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

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

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

- Item P-401 Plant Mix Bituminous Pavements

Assumptions

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

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

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.

4. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.

5. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

6. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports,* and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

7. The Engineer will utilize the following plan standards for the project:

   - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
   - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
   - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
   - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.

- Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
- The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

8. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

   - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
   - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
   - FAA General Provisions and required contract language will be used.

9. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

10. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

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

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- If the geotechnical investigation determines a rehabilitation methodology that is not a 3" mill and overlay, this scope of work will be revised. A new scope of work will be created to account for the alternative rehabilitation methodology.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

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

SCOPE OF WORK
FOR
GUNNISON COUNTY
Airport Title VI Plan Project
Gunnison, Colorado

Gunnison County (Sponsor), as the owner and operator of the Gunnison Crested Butte Regional Airport located in Gunnison, Colorado (Airport or GUC), is required to maintain and ensure compliance with Title VI of the Civil Rights Act of 1964 and other non-discrimination authorities. This scope of work describes the consulting services to be provided by Woolpert (Woolpert), with subconsultant Daniel S. Reimer LLC (together the "Consultant Team"). The Consultant Team will research, review, and develop, all polices, plans, and forms necessary to meet the Title VI compliance requirements applicable to the Airport.

TASK 1.0 PROJECT MANAGEMENT

1.1 Project Management

Woolpert will assist the Sponsor with various project management and contract administrative issues that arise during the progress of the project, from initiation through project close-out. This effort includes miscellaneous consultation with the Sponsor to discuss the status of the project; coordination with the project team; preparation of contract paperwork; coordination of contract approval; maintaining the project schedule; filing and processing of invoices; and other miscellaneous work items and coordination not captured in specific tasks noted above. Woolpert will initiate consultant services upon execution of the Contract and upon receipt of the *Notice-to-Proceed* (NTP). It is anticipated that the duration of the effort will be completed in approximately four (4) months from receipt of an NTP.

1.2 Project Coordination

Woolpert will coordinate with the Sponsor to schedule monthly meetings with the Airport to monitor project status and deliverables.

Task 1.0 Deliverables
Task Product(s): • Scope of Work, project fee, schedule, and executed contract • Scheduled monthly coordination calls **GUC Task Responsibilities:** • Actively coordinate with Woolpert on the development of the project execution plan • Establish a project liaison to serve as Woolpert's primary point of contact throughout the project • Provide requested materials within a timely manner • Participate in coordination calls **Woolpert Task Responsibilities:** • Coordinate with GUC to establish a final scope of work, project schedule, and project fee • Management of project deliverables • Coordination of subconsultant tasks • Schedule ½ hour monthly project coordination calls • Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations • Execute all required tasks in a professional and expeditious manner

TASK 2.0 REASEACH AND DATA COLLECTION

2.1 Local Demographic Information

Woolpert will collect local demographic data, input from local partners, service agencies, and/or non-profit organizations to determine the extent of the required program requirements.

2.2 Programs, Services, and Activities

The Consultant Team will review all airport-related services, programs, and activities to establish if they are made readily available to and are fairly and adequately distributed among recipients without regard to race, color, or national origin. The Consultant Team will interview Airport concessionaires, airlines, TSA, and others as needed. It is anticipated that one (1) site visit will be conducted during the project for data collection purposes.

2.3 Limited English Proficiency (LEP)

The Consultant Team will perform the four-factor analysis required by the U.S. Department of Transportation, *Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficient (LEP) Persons*, which includes: (1) the number or proportion of LEP individuals served or encountered in the Airport's service area; (2) the frequency of contact between LEP individuals served or encountered in the Airport's programs, activities, or services; (3) the nature and importance of the program, activity, or service provided by the Airport; and (4) the resources available to the Airport and related costs.

2.4 Third Party Document Review

All agreements entered into by the Sponsor on behalf of the Airport must contain current Title VI and non-discrimination compliance language. A sampling of documents (leases, contracts, deeds, permits) will be reviewed by the Consultant Team. Draft compliance language will be provided for each type of agreement. Additionally, a recommended prioritization of updating agreements for each type of agreement will be provided to the Airport.

2.5 Summary of Complaints, Investigations, and/or Lawsuits

A summary of all complaints, investigations, and lawsuits naming the Sponsor alleging discrimination upon the basis of race, color, or national origin over the past three years will be compiled with the assistance of the Airport and the Airport's legal counsel.

Task 2.0 Deliverables
Task Product(s): • Summary of airport-related services compliance review • Summary of LEP analysis • Sample compliance language per contract type and prioritization recommendation • Summary of any complaints, investigations, and lawsuits related to Title VI discrimination for airport-related services **Sponsor Task Responsibilities:** • Provide all requested information regarding airport-related services, third party agreements, and discrimination-based complaints, investigations, and litigation matters • Participate in one (1) site visit • Responsible for updating of any third-party agreements; and review and comment on work product in an expeditious manner **Woolpert Task Responsibilities:** • Provide summary of airport services compliance review and recommendations • Provide recommended LEP assistance measures • Provide recommended contract language • Conduct one (1) site visit • Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations • Execute all required tasks in a professional and expeditious manner

TASK 3.0 COMPLAINT PROCESS

3.1 Complaint Tracking

The Consultant Team will assist the Airport to develop a complaint tracking system including those complaints against the Sponsor, airlines, and concessions.

3.2 Complaint Procedures and Form

The Consultant Team will provide a recommended complaint procedure to ensure an adequate process is conducted regarding any complaint received. In addition, a recommended complaint form to be utilized by the Sponsor to document any complaints will be provided.

3.3 Notice Requirements

The Consultant Team will work with the Airport to ensure that appropriate Title VI notices are available and/or posted as required.

3.4 Monitoring Plan

The Consultant Team will assist the Airport in establishing a monitoring plan for complaints including those received by Airport staff, airlines, and concessionaires.

Task 3.0 Deliverables
Task Product(s): • Documented complaint procedures and complaint form • Title VI notices • Title VI website content • Documented monitoring plan **Sponsor Task Responsibilities:** Provide all information as requested • Post required Title VI notice • Implementation of website notice requirements • Assist in developing a tracking system and monitor for Title VI complaints • Review and comment on work product in an expeditious manner **Woolpert Task Responsibilities:** • Provide Title VI notice and posting recommendations • Provide website content for posting and coordinate with GUC Information Technology staff • Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations • Execute all required tasks in a professional and expeditious manner

TASK 4.0 LIMITED ENGLISH PROFICIENCY PLAN

4.1 LEP Analysis

Based on the four-factor analysis conducted, the Consultant Team will draft a plan for the Airport to provide reasonable language assistance measures. This will include a review of the Airport's Emergency Plan and other relevant service documents.

4.2 Monitoring Plan

The Consultant Team will assist the Airport in establishing a monitoring plan to ensure updating of the LEP plan on a regular basis.

Task 4.0 Deliverables
Task Product(s): • Documented Limited English Proficiency Plan • Documented monitoring plan **GUC Task Responsibilities:** • Provide all requested information regarding airport service-related program documents • Assist in developing a monitoring system for the Airport to monitor LEP compliance • Provide all information as requested • Review and comment on work product in an expeditious manner **Woolpert Task Responsibilities:** • Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations • Execute all required tasks in a professional and expeditious manner

TASK 5.0 COMMUNITY PARTICIPATION PLAN

5.1 Community Participation Plan

The Title VI Plan requires the inclusion of a Community Participation Plan (CCP) that documents methods used by the Airport to provide information and gain input by stakeholders and communities affected by the Airport's projects or operations. Woolpert will work with the Sponsor to develop and document the CCP.

5.2 Monitoring Plan

The Consultant Team will assist the Airport in establishing a monitoring plan to ensure updating of the CCP plan on a regular basis.

Task 5.0 Deliverables
Task Product(s): • Documented Community Participation Plan **GUC Task Responsibilities:** • Provide all requested information regarding existing tracking systems for airport-related services • Review and comment on work product in an expeditious manner **Woolpert Task Responsibilities:** • Provide Community Participation Plan • Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations • Execute all required tasks in a professional and expeditious manner

TASK 6.0 TRAINING PROGRAM

6.1 Training Program

The Title VI Plan will require annual training of all Airport employees regarding the Title VI Program, the LEP Plan and the Community Participation Plan. A PowerPoint training presentation for use by the Airport will be provided.

6.2 Monitoring Plan

The Consultant Team will work with the Airport to review existing tracking systems and identify a tracking process for the Airport to ensure adequate training has been provided to all Airport employees, airlines, and concessionaires on an ongoing basis.

Task 6.0 Deliverables

Task Product(s):

- PowerPoint training presentation
- Updated existing training tracking system for Title VI training
- Documented monitoring plan

GUC Task Responsibilities:

- Provide all requested information regarding existing tracking systems for airport-related services
- Review and comment on work product in an expeditious manner

Woolpert Task Responsibilities:

- Provide a power point Title VI training curriculum and monitoring plan
- Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations
- Execute all required tasks in a professional and expeditious manner

TASK 7.0 PROGRAM PLAN DOCUMENTATION

7.1 Policy Statement

The Title VI Program must be reviewed and adopted by the Gunnison County Board of County Commissioners. The Consultant Team will provide a recommended policy and program with documentation of all essential program components.

7.2 Plan Documentation

The Consultant Team will document the following plan elements: policy statement, organizational chart; program narrative; training summary; description of review efforts; summary of contract compliance; LEP analysis; LEP Plan; Community Participation Plan; complaint tracking summary; complaint procedure and form; summary of Environmental Justice analysis; and a summary of complaints, investigations or lawsuits alleging

discrimination upon the basis of race, color, or national origin during the past three years and summary of emergency documentation review efforts.

7.3 Public Meeting and Adoption

The Consultant Team will provide a draft policy and program for consideration and adoption by the Sponsor. In additional, Woolpert will be available virtually to present the project summary during a public meeting for consideration by Sponsor. The Airport will be responsible for the scheduling, advertising, adoption documentation, and process are required by the Sponsor.

Task 7.0 Deliverables
Task Product(s): • Policy Statement • Title VI Plan documentation • Program presentation **GUC Task Responsibilities:** • Coordinate scheduling the public hearing; provide all required elected officials briefing and adoption materials • Review and comment on work product in an expeditious manner **Woolpert Task Responsibilities:** • Attend one (1) virtual public meeting and present program summary for Airport Authority Board • Provide a Title VI documented plan • Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations • Execute all required tasks in a professional and expeditious manner

FEE FOR SERVICES

	SUMMARY FEE PROPOSAL (LUMP SUM)	Contract Hours	Total Cost
1.0	Project Management	10	$ 2,250.00
2.0	Research and Data Collection	48	$ 10,470.00
3.0	Complaint Process	7	$ 2,205.00
4.0	Limited English Proficiency Plan	26	$ 5,740.00
5.0	Community Participation Plan	46	$ 13,230.00
6.0	Training Program	10	$ 2,520.00
7.0	Program Plan Documentation	22	$ 8,175.00
	Subtotal	180	$ 44,590.00
EX	Reimbursable Expenses		$ 1,838.00
SUB	Daniel S. Reimer, Esq.		$ 3,000.00
	Total		$ 49,428.00

AIRPORT: Gunnison-Crested Butte Regional Airport
AIP/PROJ. NO.: 3-08-0030-055-2024
PROJECT NAME: Taxiway Connector Rehabilitation (A4-A8)
DATE: April 1, 2024

Highlighted values have been reduced from the original fee proposal.

WOOLPERT

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Preliminary Design Phase (Lump Sum)					
Practice Operations Leader	6 hrs.	x	$ 305.00 /hr	= $	1,830.00
Engineer Project Mgr III	86 hrs.	x	$ 230.00 /hr	= $	19,780.00
Engineer in Training II	66 hrs.	x	$ 160.00 /hr	= $	10,560.00
Eng Designer III	10 hrs.	x	$ 215.00 /hr	= $	2,150.00
Engineering Techn III	10 hrs.	x	$ 145.00 /hr	= $	1,450.00
Construction Manager IV	2 hrs.	x	$ 230.00 /hr	= $	460.00
Project Coordinator II	44 hrs.	x	$ 135.00 /hr	= $	5,940.00
Planner II	12 hrs.	x	$ 190.00 /hr	= $	2,280.00
Grants Administrator I	12 hrs.	x	$ 125.00 /hr	= $	1,500.00
SUBTOTAL	248 hrs		SUBTOTAL	$	45,950.00
Reimbursables					
Auto Rental	2 Day	x	$ 85.00 /Day	= $	170.00
Mileage	450 Mi	x	$ 0.655 /Mi	= $	294.75
Lodging + Tax & Fees	2 Day	x	$ 170.00 /Day	= $	340.00
Per Diem	4 Day	x	$ 74.00 /Day	= $	296.00
Miscellaneous Expense	1 Each	x	$ 0.98 /Each	= $	0.98
			SUBTOTAL	$	1,101.73
			PHASE SUBTOTAL	$	47,051.73

LABOR HOUR BREAKDOWN

	TASK	LABOR CATEGORY									
		Practice Operations Leader	Engineer Project Mgr III	Engineer in Training II	Eng Designer III	Engineering Techn III	Construction Manager IV	Project Coordinator II	Planner II	Grants Administrator I	Phase Item Costs
1.0	**Preliminary Design Phase (Lump Sum)**										
1.01	Coordinate and Attend Meetings with the Sponsor and FAA	2	8	8							$ 3,730.00
1.02	Prepare Project Scope of Work and Contract	2	8	16							$ 3,010.00
1.03	Prepare Preliminary Cost Estimating		4	4	2	8	2				$ 3,610.00
1.04	Provide Project Coordination	2	40	12				12			$ 13,350.00
1.05	Review Existing Documents		4	2	8	2					$ 3,250.00
1.06	Coordinate Topographical Survey		4	8							$ 2,200.00
1.07	Coordinate Geotechnical Investigation		8	4							$ 2,480.00
1.08	Prepare Federal Grant Application		2							12	$ 1,960.00
1.09	Prepare Environmental Documentation		4			0		4	12		$ 3,740.00
1.10	Prepare Disadvantaged Business Enterprise (DBE) Program and Goal		4	4				28			$ 3,340.00
1.11	Prepare Quarterly Performance Reports - Design		0	8							$ 1,280.00
	TOTALS	6	86	66	10	10	2	44	12	12	$ 45,950.00

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Design Phase (Lump Sum)					
Quality Control Manager	40 hrs.	x	$ 255.00 /hr	= $	10,200.00
Engineer Project Mgr III	119 hrs.	x	$ 230.00 /hr	= $	27,370.00
Engineer in Training II	243 hrs.	x	$ 160.00 /hr	= $	38,880.00
Eng Designer III	110 hrs.	x	$ 215.00 /hr	= $	23,650.00
Engineering Techn III	172 hrs.	x	$ 145.00 /hr	= $	24,940.00
Construction Manager IV	46 hrs.	x	$ 230.00 /hr	= $	10,580.00
Project Coordinator II	16 hrs.	x	$ 135.00 /hr	= $	2,160.00
Billing Analyst Team Lead II	8 hrs.	x	$ 155.00 /hr	= $	1,240.00
Survey Field Tech II	2 hrs.	x	$ 110.00 /hr	= $	220.00
SUBTOTAL	756 hrs		SUBTOTAL	$	139,240.00
Reimbursables					
Auto Rental	2 Day	x	$ 85.00 /Day	= $	170.00
Mileage	450 Mi	x	$ 0.655 /Mi	= $	294.75
Lodging + Tax & Fees	2 Day	x	$ 170.00 /Day	= $	340.00
Per Diem	4 Day	x	$ 74.00 /Day	= $	296.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip	=	
			SUBTOTAL	$	1,100.75
			PHASE SUBTOTAL	$	140,340.75

LABOR HOUR BREAKDOWN

	TASK	LABOR CATEGORY									
		Quality Control Manager	Engineer Project Mgr III	Engineer in Training II	Eng Designer III	Engineering Techn III	Construction Manager IV	Project Coordinator II	Billing Analyst Team Lead II	Survey Field Tech II	Phase Item Costs
2.0	**Design Phase (Lump Sum)**										
2.01	Analyze Topographical Survey Data		2	4	18	8					$ 8,180.00
2.02	Analyze Geotechnical Investigation Data		4	8			4				$ 3,120.00
2.03	Prepare Pavement Design		6	16			8				$ 5,780.00
2.04	Prepare Existing Utility Inventory		2	4		8					$ 2,240.00
2.05	Prepare Preliminary Contract Documents		8	24				8			$ 6,760.00
2.06	Prepare Construction Safety and Phasing Plan (CSPP)		8	24			4				$ 6,500.00
2.07	Prepare Preliminary Construction Plans										
	Cover Sheet		1	1		4					$ 970.00
	Index of Drawings/Summary of Approximate Quantities & General Notes		1	1	4	4					$ 1,830.00
	Survey Control Plan			2		4				2	$ 1,120.00
	Geotechnical Investigation Plan		2	8		4	2				$ 2,140.00
	Construction Layout Plan		2	4		8					$ 1,970.00
	Construction Phasing Plan		8	8		12	4				$ 5,780.00
	Environmental Requirements and Details		1	1		4					$ 970.00
	Demolition Plan		2	4	4	8					$ 3,120.00
	Geometric Layout Plan		2	2	4	24					$ 5,170.00
	Grading and Drainage Plan		4	4	12	12					$ 10,187.00
	Typical Sections		1	4	4	8					$ 2,600.00
	Pavement Marking Plan		2	4	4	8					$ 3,120.00
	Pavement Marking Details		1	2		8					$ 1,710.00
	Seeding and Erosion Control Plan		1	2		8					$ 1,710.00
	Seeding and Erosion Control Details		1	2		8					$ 1,710.00
2.08	Prepare Preliminary Technical Specifications		4	24			8				$ 6,600.00
2.09	Prepare Preliminary Special Provisions		4	8							$ 2,300.00
2.10	Compile/Submit Permits		2	4							$ 1,150.00
2.11	Compile/Submit FAA Form 7460		2	2		4		8			$ 2,440.00
2.12	Calculate Estimated Quantities		4	8	8	8	4				$ 6,000.00
2.13	Prepare Estimate of Probable Construction Cost		4	8	8						$ 3,920.00
2.14	Prepare Engineer's Design Report		12	32	8	8	4				$ 11,880.00
2.15	Review Plans at 75% and 95% Complete		12	16			8				$ 7,160.00
2.16	Provide In-House Quality Control	40									$ 10,200.00
2.17	Prepare and Submit Const. Plans, Specs., Cost. Docs., and Design Report		8	16	16	16					$ 10,160.00
2.18	Prepare Requests for Reimbursement		8						8		$ 3,080.00
	TOTALS	40	119	243	110	172	46	16	8	2	$ 139,240.00

Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Bidding Phase (Lump Sum)					
Practice Operations Leader	1 hrs.	x	$ 305.00 /hr	= $	305.00
Engineer Project Mgr III	56 hrs.	x	$ 230.00 /hr	= $	12,880.00
Engineer in Training II	64 hrs.	x	$ 160.00 /hr	= $	10,240.00
Eng Designer III	4 hrs.	x	$ 215.00 /hr	= $	860.00
Engineering Techn III	4 hrs.	x	$ 145.00 /hr	= $	580.00
Construction Manager IV	2 hrs.	x	$ 230.00 /hr	= $	460.00
Project Coordinator II	2 hrs.	x	$ 135.00 /hr	= $	270.00
Billing Analyst Team Lead II	0 hrs.	x	$ 155.00 /hr	=	
SUBTOTAL	133 hrs.		SUBTOTAL	$	25,595.00
Reimbursables					
Auto Rental	4 Day	x	$ 85.00 /Day=	$	340.00
Mileage	900 Mi	x	$ 0.655 /Mi=	$	589.50
Lodging + Tax & Fees	4 Day	x	$ 170.00 /Day=	$	680.00
Per Diem	8 Day	x	$ 74.00 /Day=	$	592.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	$	2,201.50
			PHASE SUBTOTAL	$	27,796.50

TASK		LABOR CATEGORY									Phase Item Costs
		Practice Operations Leader	Engineer Project Mgr III	Engineer in Training II	Eng Designer III	Engineering Techn III	Construction Manager IV	Project Coordinator II	Billing Analyst Team Lead II		
3.0	**Bidding Phase (Lump Sum)**										
3.01	Provide Bid Assistance		8	8							$ 3,120.00
3.02	Prepare/Conduct Pre Bid Meeting		16	16							$ 6,240.00
3.03	Prepare Addenda		4	4	4	4	2	2			$ 3,730.00
3.04	Consult with Prospective Bidders		4	4							$ 1,560.00
3.05	Attend Bid Opening		16	16							$ 6,240.00
3.06	Review Bid Proposals	1	4	8							$ 2,505.00
3.07	Prepare Recommendation of Award		4	8							$ 2,200.00
	TOTALS	1	56	64	4	4	2	2	0	0	$ 25,595.00

Labor Category	Total Hours		Billing Rate		Total Cost
4.0 Design Survey Phase (Lump Sum)					
Geospatial Project Mgr III	12 hrs.	x	$ 230.00 /hr	= $	2,760.00
Surveyor III (Crew Chief)	24 hrs.	x	$ 180.00 /hr	= $	4,320.00
Survey Field Tech III	60 hrs.	x	$ 120.00 /hr	= $	7,200.00
Geospatial Specialist II	24 hrs.	x	$ 130.00 /hr	= $	3,120.00
SUBTOTAL	120 hrs.		SUBTOTAL	$	17,400.00
Reimbursables					
Mileage	500 Mi	x	$ 0.655 /Mi=	$	327.50
Lodging + Tax & Fees	4 Day	x	$ 170.00 /Day=	$	680.00
Per Diem	5 Day	x	$ 74.00 /Day=	$	370.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
Survey Supplies & Equip.	5 Each	x	$ 150.00 /Trip=	$	750.00
Survey Field Vehicle	5 Day	x	$ 85.00 /Day=	$	425.00
			SUBTOTAL	$	2,552.50
			PHASE SUBTOTAL	$	19,952.50

TASK		LABOR CATEGORY									Phase Item Costs
		Geospatial Project Mgr III	Surveyor III (Crew Chief)	Survey Field Tech III	Geospatial Specialist II						
4.0	**Design Survey Phase (Lump Sum)**										
4.01	Perform Topographical Survey	12	24	60	24						$ 17,400.00
	TOTALS	12	24	60	24	0	0	0	0	0	$ 17,400.00

Labor Category	Total Hours		Billing Rate		Total Cost
5.0 Construction Administration Phase (Lump Sum)					
Practice Operations Leader	0 hrs.	x	$ 305.00 /hr	=	
Engineer Project Mgr III	73 hrs.	x	$ 230.00 /hr	= $	16,790.00
Engineer in Training II	46 hrs.	x	$ 160.00 /hr	= $	7,360.00
Eng Designer III	0 hrs.	x	$ 215.00 /hr	=	
Engineering Techn III	4 hrs.	x	$ 145.00 /hr	= $	580.00
Construction Manager IV	28 hrs.	x	$ 230.00 /hr	= $	6,440.00
Construction Manager II	66 hrs.	x	$ 170.00 /hr	= $	11,220.00
Project Coordinator II	4 hrs.	x	$ 135.00 /hr	= $	540.00
Planner II	4 hrs.	x	$ 190.00 /hr	= $	760.00
SUBTOTAL	225 hrs.		SUBTOTAL	$	43,690.00
Reimbursables					
Auto Rental	9 Day	x	$ 85.00 /Day=	$	765.00
Mileage	2025 Mi	x	$ 0.655 /Mi=	$	1,326.37
Lodging + Tax & Fees	8 Day	x	$ 170.00 /Day=	$	1,360.00
Per Diem	16 Day	x	$ 74.00 /Day=	$	1,184.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	$	4,635.37
			PHASE SUBTOTAL	$	48,325.37

TASK		LABOR CATEGORY									Phase Item Costs
		Practice Operations Leader	Engineer Project Mgr III	Engineer in Training II	Eng Designer III	Engineering Techn III	Construction Manager IV	Construction Manager II	Project Coordinator II	Planner II	
5.0	**Construction Administration Phase (Lump Sum)**										
5.01	Prepare Construction Contract and Documents		4	8		8			4		$ 2,680.00
5.02	Provide Project Coordination		12	12			8				$ 6,120.00
5.03	Review Environmental Documentation		1	2						4	$ 1,310.00
5.04	Coordinate Quality Assurance Testing		2	8				8			$ 3,100.00
5.05	Prepare/Conduct Pre-Construction Meeting		16	16				16			$ 6,960.00
5.06	Prepare/Submit Construction Management Plan		4	2			4	24			$ 6,240.00
5.07	Review Contractor's Safety Plan Compliance Document		2	2				2			$ 1,120.00
5.08	Coordinate and Attend Quality Assurance/Quality Control Workshop		16					16			$ 6,400.00
5.09	Perform Site Visits During Construction		16				16				$ 7,360.00
	TOTALS	0	73	48	0	8	28	66	4	4	$ 43,690.00

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Labor Category	Total Hours		Billing Rate		Total Cost
6.0 Post Construction Coordination Phase (Lump Sum)					
Practice Operations Leader	0 hrs.	x	$ 305.00 /hr	=	
Engineer Project Mgr III	42 hrs.	x	$ 230.00 /hr	= $	9,660.00
Engineer in Training II	24 hrs	x	$ 160.00 /hr	= $	3,840.00
Construction Manager IV	5 hrs.	x	$ 230.00 /hr	= $	1,150.00
Construction Manager II	60 hrs	x	$ 170.00 /hr	= $	10,200.00
Engineering Techn III	12 hrs.	x	$ 145.00 /hr	= $	1,740.00
Project Coordinator II	8 hrs.	x	$ 135.00 /hr	= $	1,080.00
SUBTOTAL	151 hrs.		SUBTOTAL	$	27,670.00
Reimbursables					
Auto Rental	2 Day	x	$ 85.00 /Day=	$	170.00
Mileage	450 Mi	x	$ 0.655 /Mi=	$	294.75
Lodging + Tax & Fees	1 Day	x	$ 170.00 /Day=	$	170.00
Per Diem	2 Day	x	$ 74.00 /Day=	$	148.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	$	782.75
			PHASE SUBTOTAL	$	28,452.75

	TASK	LABOR CATEGORY									
		Practice Operations Leader	Engineer Project Mgr III	Engineer in Training II	Construction Manager IV	Construction Manager II	Engineering Techn III	Project Coordinator II			Phase Item Costs
6.0	**Post Construction Coordination Phase (Lump Sum)**										
6.01	Prepare Final Testing Report		2		4	8					$ 2,740.00
6.02	Prepare Clean-up Item List				1	4					$ 810.00
6.03	Conduct Final Inspection		16			8					$ 3,040.00
6.04	Prepare Engineering Record Drawings		4	2		4	12				$ 1,660.00
6.05	Prepare Final Construction Report		8	16		32					$ 9,840.00
6.06	Prepare DBE Uniform Report		4	2		4		8			$ 3,020.00
6.07	Summarize Project Costs		8	4							$ 2,480.00
	TOTALS	0	42	24	5	60	12	8	0	0	$ 27,670.00

Labor Category	Total Hours		Billing Rate		Total Cost
7.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)					
Construction Manager II	280 hrs.	x	$ 50.00 /hr	= $	14,000.00
SUBTOTAL	280 hrs.		SUBTOTAL	$	14,000.00
Direct Labor Cost				= $	14,000.00
Overhead (% of Direct Labor Cost)			207.46%	= $	29,044.40
Total Labor Cost				= $	43,044.40
Fixed Fee				= $	8,500.00
			SUBTOTAL PHASE LABOR	$	51,544.40
Reimbursables					
Auto Rental	30 Day	x	$ 85.00 /Day=	$	2,550.00
Mileage	1200 Mi	x	$ 0.655 /Mi=	$	786.00
Lodging + Tax & Fees	30 Day	x	$ 170.00 /Day=	$	5,100.00
Per Diem	30 Day	x	$ 74.00 /Day=	$	2,220.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	$	10,656.00
			PHASE SUBTOTAL	$	62,200.40

	TASK	LABOR CATEGORY									
		Construction Manager II									Phase Item Costs
7.0	**On-Site Construction Coordination Phase (Cost Plus Fixed Fee)**										
	Estimated Calendar Days from Scope of Work	26									
	Estimated Working Days/Week from Scope of Work	6									
	Total Days Scoped for Resident Engineering	22									
	Estimated Hours/Day from Scope of Work	12									
	RPR Mobilization	16									
7.01	Provide Resident Engineering	280									$ 14,000.00
	TOTALS	280	0	0	0	0	0	0	0	0	$ 14,000.00

		Contract Hours		Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)						
1.0	Preliminary Design Phase (Lump Sum)	248		$ 45,950.00	$ 1,101.73	$ 47,051.73
2.0	Design Phase (Lump Sum)	756		$ 139,240.00	$ 1,100.75	$ 140,340.75
3.0	Bidding Phase (Lump Sum)	133		$ 25,595.00	$ 2,201.50	$ 27,796.50
		1137	SUBTOTAL	$ 210,785.00	$ 4,403.98	$ 215,188.98
PART B - SPECIAL SERVICES (LUMP SUM)						
4.0	Design Survey Phase (Lump Sum)	120		$ 17,400.00	$ 2,552.50	$ 19,952.50
5.0	Construction Administration Phase (Lump Sum)	225		$ 43,690.00	$ 4,635.37	$ 48,325.37
6.0	Post Construction Coordination Phase (Lump Sum)	151		$ 27,670.00	$ 782.75	$ 28,452.75
		496	SUBTOTAL	$ 88,760.00	$ 7,970.62	$ 96,730.62

		Contract Hours		Phase Fee	Fixed Fee	Reimbursable Costs	Total Cost
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)							
7.0	On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	280		$ 43,044.40	$ 8,500.00	$ 10,656.00	$ 62,200.40
		280	SUBTOTAL	$ 43,044.40	$ 8,500.00	$ 10,656.00	$ 62,200.40
AIRPORT TITLE VI							
Woolpert (Title VI Plan)							$ 46,428.00
Daniel S Romer, Esq (Title VI Plan)							$ 3,000.00
						SUBTOTAL	$ 49,428.00
SUBCONSULTANT 1							
Yeh & Associates (Pavement Investigation)							$ 37,245.00
Yeh & Associates (Quality Assurance Testing)							$ 66,057.00
						SUBTOTAL	$ 103,302.00
TOTAL		3,913		$ 342,589.40	$ 8,500.00	$ 23,030.60	$ 526,850.00

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

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Jviation Project No.: 110015580.04
Stormwater Management Plan Update

AMENDMENT NO. FOUR (4) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO

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

- Stormwater Management Plan Update (non-federal)

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

PART A - BASIC SERVICES

DESIGN

Preliminary Design ..... Lump sum of $15,920.00
Design ..... Lump sum of $29,010.00

TOTAL BASIC SERVICES ..... Lump sum of $44,930.00

Method of payment shall be as follows:

The Sponsor agrees to make monthly payments based upon the work performed by Jviation, up to 90 percent of the total contract. The final 10 percent of the fee shall be due and payable when the project final documents have been completed and have been submitted to the Sponsor.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 6th day of May 2025.

SPONSOR:
Gunnison County

By: Laura Puckett Daniels
Name: Laura Puckett Daniels
Title: BOCC - Chairperson

JVIATION, A WOOLPERT COMPANY, LLC:

DocuSigned by:
By: Jason Virzi
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Name: Jason Virzi, PE
Title: Vice President

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SCOPE OF WORK
FOR
GUNNISON- CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
Project No. 110015580.04
Stormwater Management Plan Update

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated November 2, 2022, between Gunnison County and Woolpert, Inc., for providing professional services. For the remainder of this scope the Gunnison- Crested Butte Regional Airport is indicated as "Sponsor" and Woolpert, Inc., is indicated as "Engineer."

This project shall consist of updating the Stormwater Management Plan (SWMP) for Gunnison-Crested Butte Regional Airport. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

EXHIBIT NO. 1

DESCRIPTION

This project shall consist of updating Gunnison-Crested Butte Regional Airport's Stormwater Management Plan (SWMP) based on the requirements of Section F of the CDPS General Permit COR900000, with the effective date of July 1, 2024, and expiration date of June 30, 2029. Gunnison-Crested Butte Regional Airport's existing SWMP expired on June 30, 2024, and new guidance has since gone into effect. Updating the SWMP will include several components including, but not limited to updating the Facility Map, compiling an inventory of potential pollutants, updating inspection, and monitoring procedures, and documenting the potential use of PFAS containing foam for emergency firefighting and storage. The updated SWMP will be developed as a single comprehensive SWMP that will incorporate the Airport and Airport tenants into a single SWMP.

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The engineering fees for this project will be included in **Part A-Basic Services** includes; 1) Preliminary Design Phase and 2) Design Phase, and Reimbursable Costs During Design. Part A and the two phases are described in more detail below.

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

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor. Meetings with the Sponsor will take place to establish the project goals and to develop a design schedule. Various meetings during the design phase will also be conducted to review the progress and identify any special requirements for the project. It is anticipated that there will be up to four meetings with the Sponsor throughout the course of the design.

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

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

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

The Engineer will complete the following tasks:

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

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

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TASK 1 DELIVERABLES	TO SPONSOR
1.01 Meeting Agendas and Meeting Minutes from Pre-Design Meeting	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓
1.03 Design Schedule, PSR, and Monthly Invoicing	✓

TASK 1 MEETINGS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meeting	Gunnison, CO/Denver, CO One (1) Project Engineer, one (1) Construction Manager, and one (1) Project Manager One (1) hour via teleconference (1 meeting)
1.01 Coordination Meetings	Gunnison, CO/Denver, CO One (1) Project Engineer and one (1) Construction Manager One (1) hour via teleconference (3 meetings)

2.0 Design Phase

2.01 Prepare Updated Stormwater Management Plan (SWMP) This task includes the preparation of an update to Gunnison-Crested Butte Regional Airport's Stormwater Management Plan based on the new requirements of Section F of the CDPS General Permit COR900000, with the effective date of July 1, 2024, and expiration date of June 30, 2029. Updating the SWMP will include the following:

- Updating the Facility Map showing the entire facility, including impervious surfaces, locations of stormwater conveyances inlets, direction of stormwater flow, locations of pollutant sources, location of structural control measures and location of stormwater monitoring points.
- Inventory Facility Activities and Equipment associated with industrial activities that may potentially be sources of pollutants.
- Compile and inventory of materials that may potentially be pollutants to stormwater.
- Document and describe the control measures currently in-place at the Airport, including identifying run-on from adjacent properties, good housekeeping practices, maintenance practices, spill prevention and response procedures and employee training protocols related to the goals of the Storm Water Management Plan as well as any required monitoring and inspections applicable to the permit.
- Document the use or potential use of PFAS containing foam for emergency firefighting and its storage.
- Update inspection procedures and inspection schedules.
- Update monitoring procedures and documentation requirements, including quarterly visual assessments.
- Review available documentation to identify potential background pollutants from any known mining, forestry, or other human activities upstream of Airport.
- Update SWMP to include requirements from Section 4. Additional SWMP Requirements for Sector "S" Air Transportation Facilities.

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TASK 2 DELIVERABLES	TO STATE	TO SPONSOR
2.01 Updated Stormwater Management Plan	✓	✓

TASK 2 MEETINGS	LOCATION/ATTENDEES/DURATION
2.01 Site Visit	Gunnison, CO/Denver, CO One (1) Project Manager One (12) hour site visit plus travel time (1 meeting)

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

Assumptions

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

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

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.

4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.

5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.

6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and obtain data necessary for inclusion in the SWMP.

7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards.

8. The Engineer will utilize the following plan standards for the project:

   - ✈ Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.

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- Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
- Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
- All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
- Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.

9. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, for a period of three years after the project is closed.

10. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP).

11. Any benchmark analytical testing is excluded from this scope of work.

12. The current airport SWMP includes a Spill Prevention Control and Countermeasures Plan (SPCC). This scope does not include the preparation of a separate SPCC. The SWMP Report will reference the airport provided SPCC.

Additional Services

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

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

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

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AIRPORT: Gunnison-Crested Butte Regional Airport
AIP/PROJ. NO.: 110015580.04
PROJECT NAME: Stormwater Management Plan Update
DATE: October 21, 2024

WOOLPERT

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Preliminary Design Phase (Lump Sum)					
Practice Operations Leader	4 hrs.	x	$ 330.00 /hr	= $	1,320.00
Engineer Project Mgr III	14 hrs.	x	$ 250.00 /hr	= $	3,500.00
Construction Manager IV	24 hrs.	x	$ 245.00 /hr	= $	5,880.00
Engineer in Training II	28 hrs.	x	$ 175.00 /hr	= $	4,900.00
Engineering Techn III	2 hrs.	x	$ 160.00 /hr	= $	320.00
SUBTOTAL	**72 hrs.**		**SUBTOTAL**	**$**	**15,920.00**
Reimbursables					
Auto Rental	Day	x	$ 130.00 /Day=		
Lodging + Tax & Fees	Day	x	$ 170.00 /Day=		
Per Diem	Day	x	$ 74.00 /Day=		
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	**$**	**-**
			PHASE SUBTOTAL	**$**	**15,920.00**

LABOR HOUR BREAKDOWN

TASK		LABOR CATEGORY					
		Practice Operations Leader	Engineer Project Mgr III	Construction Manager IV	Engineer in Training II	Engineering Techn III	Phase Item Costs
1.0	**Preliminary Design Phase (Lump Sum)**						
1.01	Coordinate and Attend Meetings with the Sponsor	2	6	6	8		$ 5,030.00
1.02	Prepare Project Scope of Work and Contract	1	2	4	8		$ 3,210.00
1.03	Provide Project Coordination	1	6	6	8		$ 4,700.00
1.04	Review Existing Documents			8	4	2	$ 2,980.00
	TOTALS	**4**	**14**	**24**	**28**	**2**	**$ 15,920.00**

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Design Phase (Lump Sum)					
Practice Operations Leader	6 hrs.	x	$ 330.00 /hr	= $	1,980.00
Engineer Project Mgr III	48 hrs.	x	$ 250.00 /hr	= $	12,000.00
Construction Manager IV	8 hrs.	x	$ 245.00 /hr	= $	1,960.00
Engineer in Training II	52 hrs.	x	$ 175.00 /hr	= $	9,100.00
Engineering Techn III	24 hrs.	x	$ 160.00 /hr	= $	3,840.00
SUBTOTAL	**138 hrs.**		**SUBTOTAL**	**$**	**28,880.00**
Reimbursables					
Auto Rental	1 Day	x	$ 130.00 /Day=	$	130.00
Lodging + Tax & Fees	Day	x	$ 170.00 /Day=		
Per Diem	Day	x	$ 74.00 /Day=		
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			PHASE SUBTOTAL	**$**	**29,010.00**

TASK		LABOR CATEGORY					
		Practice Operations Leader	Engineer Project Mgr III	Construction Manager IV	Engineer in Training II	Engineering Techn III	Phase Item Costs
2.0	**Design Phase (Lump Sum)**						
2.01	Prepare Updated Stormwater Management Plan (SWMP)						
	Update Facility Map	2	4		8		$ 3,060.00
	Inventory Facility Activities and Equipment	2	4		6	24	$ 6,550.00
	Compile and Inventory Materials	1	6		6		$ 2,880.00
	Document Control Measures		4		6		$ 2,050.00
	Document Use and Potential Use of PFAS		4		6		$ 2,050.00
	Update Inspection Procedures and Inspection Schedules		4		6		$ 2,050.00
	Update Monitoring Procedures and Documentation Requirements		4		4		$ 1,700.00
	Review Documentation and Identify Potential Pollutants		4	4	6		$ 3,030.00
	Update SWMP to Include Requirements from Section 4	1	2	4	4		$ 2,510.00
	Site Visit to Confirm SWMP Outfalls		12				$ 3,000.00
	TOTALS	**6**	**48**	**8**	**52**	**24**	**$ 28,880.00**

	Contract Hours		Phase Fee		Reimbursable Costs		Total Cost
PART A - BASIC SERVICES (LUMP SUM)							
1.0 Preliminary Design Phase (Lump Sum)	72		$ 15,920.00			$	15,920.00
2.0 Design Phase (Lump Sum)	138		$ 28,880.00	$	130.00	$	29,010.00
	210	**SUBTOTAL**	**$ 44,800.00**	**$**	**130.00**	**$**	**44,930.00**
TOTAL						**$**	**44,930.00**

*For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred except in cases where specific client requirements exist that limit lodging to GSA standards

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AMENDMENT NO. FIVE (5) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO

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

- Pavement Maintenance (non-federal)

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

PART A - BASIC SERVICES

DESIGN

Preliminary Design ..... Lump sum of $14,390.00
Design ..... Lump sum of $40,145.00
Bidding ..... Lump sum of $6,550.00

TOTAL BASIC SERVICES ..... Lump sum of $61,085.00

Method of payment shall be as follows:

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

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

CONSTRUCTION ADMINISTRATION SERVICES

Construction Administration ..... Lump Sum of $14,470.00
Post Construction Coordination ..... Lump sum of $19,780.00
On-Site Construction Coordination ..... Lump Sum of $70,530.00

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $104,780.00

TOTAL $165,865.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The

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final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 22nd day of May 2025.

SPONSOR:
Gunnison County

By: Laura Puckett Daniels

Name: Laura Puckett Daniels

Title: Chairperson

JVIATION, A WOOLPERT COMPANY, LLC:

DocuSigned by:

By: Jason Virzi
88C66044F188434...

Name: Jason Virzi, PE

Title: Vice President

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SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
CDAG No. 25-GUC-01
2025 Airfield Pavement Maintenance

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated November 2, 2022, between Gunnison County and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is approximately $1,111,112.00. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Memorandum, along with Bidding, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination for the 2025 Airfield Pavement Maintenance Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

EXHIBIT NO. 1

DESCRIPTION

Runway 6/24, Taxiway A, and Connector Taxiways A1, A2, A3 require maintenance to extend the pavement life. Repairing pavement cracks and applying a seal will help to maintain these areas until funding is available for a full rehabilitation/reconstruction project. One section of pavement on Runway 6/24 has begun to ravel and degrade faster than expected. The raveling pavement is along a pavement joint and will be removed using a rotomill. The pavement will be placed and compacted prior to sealing the adjacent pavement.

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The existing pavement markings will not be removed with this project prior to painting. The markings will be covered during the application of the pavement seal. The exception to this will be the taxiway centerline, the surface painted hold signs, and the runway designation numbers. The trucks that are typically used to apply the pavement seal cannot accommodate curved taxiway markings. In March of 2026, the FAA will change the designation for Runway 6/24 to Runway 7/25 due to magnetic variation. The new designation will be marked in 2025 and the FAA will revise the approaches in early 2026.

The Engineer will work with the Sponsor to develop and administer the bidding and construction documents. The project will be funded under a state grant and local bidding and procurement processes will be utilized. Final limits of work to be completed will be dependent on bid pricing and funding availability.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services,** which includes; 4) Construction Administration Phase, 5) Post-Construction Coordination Phase, 6) On-Site Construction Coordination Phase or Field Engineering, and Reimbursable Costs During Construction. Parts A and B and the six phases are described in more detail below.

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

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and CDOT. Meetings with the Sponsor and CDOT will take place to determine critical project dates, establish the proposed design schedule and development schedule, review environmental component(s), and determine the feasibility of the proposed project. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated directly with the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.09.

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

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.

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- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

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

1.05 Prepare Environmental Documentation. The FAA determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. It is anticipated that the project will be environmentally approved through the FAA's internal memorandum. The environmental exhibit created as part of the approved internal memo will be reviewed for accuracy and referenced throughout this project.

TASK 1 DELIVERABLES	TO STATE	TO SPONSOR
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.05 Environmental Documentation		✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.02 Pre-Design Scoping Meeting	One Project Manager for one hour teleconference (two meetings)

2.0 Design Phase

2.01 Prepare Pavement Repair Design. The Engineer will prepare a proposed pavement repair using current FAA design practice. The repair method will consider life, location, and methodology to find the most cost-effective process.

2.02 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, and General Provisions. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety

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and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

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

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

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities, Legends, and General Notes	3
Survey Control Plan	1
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	4
Environmental Requirements and Details	1
Geometric Layout Plan	1
Pavement Repair Details	1
Pavement Marking Plan	8
Pavement Marking Details	3
Total Sheet Count	**25**

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

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-403 Asphalt Mix Pavement Surface Course
- Item P-605 Joint Sealants for Pavements
- Item P-608 Emulsified Asphalt Seal Coat
- Item P-608-R Rapid Cure Seal Coat
- Item P-620 Runway and Taxiway Marking
- Item P-621 Saw-Cut Grooves

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

2.07 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will reference FAA Advisory Circular (AC) 150/5300-20 (Current Edition), *Submission of On-Airport Proposals for Aeronautical* Study, and coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

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

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

2.10 Prepare Engineer's Design Memorandum. During the preparation of the plans and specifications, a design memorandum will be prepared. The memorandum will include a description of the work, summary of the project, and a schedule for the completion of the design, bidding, and construction. The Engineer's cost estimate will be included with the memorandum. One copy of the final Engineer's Design Memorandum will be sent to the Sponsor and CDOT Aeronautics.

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

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

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and CDOT, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed

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Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 90% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.
At the 90% design review, the independent review will re-evaluate the CATEX boundary.

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

TASK 2 DELIVERABLES	TO STATE	TO SPONSOR
2.02 Preliminary Contract Documents for Sponsor's Review		✓
2.03 CSPP at 95% Complete	✓	✓
2.07 FAA Form 7460		✓
2.10 Engineer's Design Memorandum	✓	✓
2.11 90% Construction Plans, Specifications, and Contract Documents	✓	✓
2.13 Final Construction Plans, Specifications and Contract Documents	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.11 Plan Review at 90% Complete.	One Project Manager and one Project Engineer for two-hour teleconference (one meetings)

3.0 Bidding Phase

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

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

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

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

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

3.06 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

TASK 3 DELIVERABLES	TO STATE	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Addenda	✓	✓
3.05 Bid Tabulations	✓	✓
3.06 Recommendation of Award	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.04 Attend Bid Opening	One Project Manager and one Project Engineer for one hour teleconference (one meeting)

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

PART B - SPECIAL SERVICES consists of the Construction Administration Phase, On-Site Construction Coordination Phase, and Post-Construction Coordination Phase, which are invoiced on a lump sum basis.

4.0 Construction Administration Phase

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

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

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

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.

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

The Engineer will complete the following tasks:

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

4.03 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Construction Manager. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, CDOT (if possible), Contractor, subcontractors, and airport tenants affected by the project. It is anticipated that this meeting will be held on the first day of construction and a separate trip is not required.

4.04 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction.* The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

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4.05 Perform Site Visits During Construction. The Project Manager shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make one site visit to the project

TASK 4 DELIVERABLES	TO STATE	TO SPONSOR
4.01 Notice of Award, Notice to Proceed, and Contract Agreement		✓
4.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
4.02 Monthly Invoice and Monthly PSR		✓
4.02 Weekly/Monthly Reports		✓
4.02 Change Orders/Supplemental Agreements	✓	✓
4.03 Pre-Construction Agenda and Meeting Minutes	✓	✓
4.04 Review and Approval of SPCD and Final SPCD	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.03 Conduct Pre-Construction Meeting	One Project Manager for three hour teleconference (one meeting) One Construction Manager To travel from Denver, CO to Gunnison, CO for three hour meeting (one meeting)
4.05 Perform Site Visits During Construction	One Project Manager To travel from Denver, CO to/from Gunnison, CO for four hour meeting (one meeting)

5.0 *Post-Construction Coordination Phase*

5.01 Conduct Final Inspection. The Engineer, along with the Sponsor and CDOT (if available), shall conduct the final inspection. It is anticipated that this inspection will be held on the last day of construction and a separate trip is not required.

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

5.03 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable CDOT closeout requirements.

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

5.05 Airport Marking and Signage Plan. The Engineer will update the Airport Marking and Signage Plan to reflect the change in designation from Runway 6/24 to Runway 7/25. This includes runway designation numbers, surface painted hold signs, and runway signs. Includes coordination with the FAA and Sponsor to identify the requirements and support the transition in designation.

TASK 5 DELIVERABLES	TO STATE	TO SPONSOR
5.01 Final Punchlist		✓
5.02 Record Drawings	✓	✓
5.03 Final Construction Report	✓	✓
5.04 Project Cost Summary	✓	✓
5.05 Airport Marking and Signage Plan		✓

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TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.01 Conduct Final Inspection	One Construction Manager To travel from Denver, CO to Gunnison, CO for three hour meeting (one meeting)
5.05 Coordinate with FAA and Sponsor	One Project Manager for one hour teleconference (four meetings)

6.0 On-Site Construction Coordination Phase

This phase will consist of providing one lead Resident Project Representative (RPR). It shall be the responsibility of the RPR to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take **30 calendar days** to complete construction of the project.

6.01 Provide Resident Engineering. It is estimated that the Resident Project Representative (RPR) will work approximately **12 hours per day**. It is assumed that the RPR will be able to complete all daily project documentation during the course of their shift. It is assumed that the Contractor will work **six (6) days** per week during the construction period **resulting in 26 working days**. Should the contractor be required to work seven (7) days per week or longer than anticipated hours to maintain the project schedule, the RPR's efforts may increase from those estimated here.

In addition to the time provided for on-site construction coordination during the project day contract period, the RPR travel time, mobilization, and demobilization to and from the project location, as well as badging coordination time, are also included under this task. It is assumed that this will consist of **four (4) four (4)-hour days**, one prior to and one following the primary phase of construction and one prior to and one following the subsequent phase for grooving and permanent paint.

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

a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor, for general conformance with the project's Plans and Technical Specifications. The RPR will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
b. Review survey data and other construction tasks for general compliance with the construction documents.
c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
d. Prepare and process field directives and change orders.
e. Review quality control and quality assurance testing results for conformance with the project specifications.
f. Maintain record of the progress of construction, record as-built conditions, and review the quantity records with the Contractor on a periodic basis.
g. Prepare the periodic construction cost estimates and review the quantities with the Contractor. The RPR, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. After compiling all costs, the RPR will submit the periodic construction cost estimate to the Sponsor for payment.

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h. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
i. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
j. Prepare a weekly status report using FAA Form 5370-1, *Construction Progress and Inspection Report*. The report will be submitted to the Sponsor, the CDOT, and the office following the week of actual construction activities performed.
k. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.
l. Coordinate and attend weekly construction progress meetings with the Contractor, Sponsor, and other relevant parties.

TASK 6 DELIVERABLES	TO STATE	TO SPONSOR
6.01a Coordinate Submittal Reviews		✓
6.01c Coordinate RFIs		✓
6.01d Field Directives and Change Orders	✓	✓
6.01h Periodic Cost Estimates	✓	✓
6.01k Weekly Reports	✓	✓

TASK 6 ON-SITE PERIODS	LOCATION/STAFFING/DURATION
6.01 Provide Resident Engineering	One Resident Project Representative, 30 calendar days for project and four (4) travel days for a total of 30 nights of lodging

EX Reimbursable Costs During Construction. This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 4, 5, and 6 Reimbursables are invoiced on a lump sum basis.

Assumptions

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

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

2. During periods of On-Site Construction Coordination covered under Task 6, a $5/day surcharge will be added to the daily vehicle charge which will be reflected in the Engineering Fee as a daily "Field Vehicle and Equipment" expense. This surcharge is intended to cover consumables (such as marking paint, lath, etc.) and the replacement of tools (such as measuring wheels, airfield radios, infrared thermometers, etc.) necessary to monitor and identify the various aspects of the work.

3. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as

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well as the anticipated lengths and details of the trips, are included at the end of each phase above.

4. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.

5. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

6. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.

7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports,* and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

8. The Engineer will utilize the following plan standards for the project:

   - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
   - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
   - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
   - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
   - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
   - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

9. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

   - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
   - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.

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- FAA General Provisions and required contract language will be used.

10. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

11. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

12. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP).

Additional Services

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

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

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

AIRPORT: Gunnison-Crested Butte Regional Airport
AIP/PROJ. NO.: CDAG 01-GUC-25
PROJECT NAME: 2025 Pavement Maintenance
DATE: March 25, 2025

WOOLPERT

FEE BREAKDOWN

Labor Category	Total Hours	Billing Rate	Total Cost
1.0 Preliminary Design Phase (Lump Sum)			
Practice Operations Leader	2 hrs.	x $ 330.00 /hr = $	660.00
Engineer Project Mgr III	34 hrs.	x $ 250.00 /hr = $	8,500.00
Engineer Project Mgr II	12 hrs.	x $ 200.00 /hr = $	2,400.00
Engineering Techn III	1 hrs.	x $ 160.00 /hr = $	160.00
Construction Manager II	0 hrs.	x $ 180.00 /hr =	
Project Coordinator II	0 hrs.	x $ 145.00 /hr =	
Planner III	4 hrs.	x $ 265.00 /hr = $	1,060.00
Project Accountant I	14 hrs.	x $ 115.00 /hr = $	1,610.00
SUBTOTAL	67 hrs.	SUBTOTAL $	14,390.00
Reimbursables			
Auto Rental	0 Day	x $ 130.00 /Day =	
Lodging + Tax & Fees	0 Day	x $ 180.00 /Day =	
Per Diem	0 Day	x $ 86.00 /Day =	
Travel & Airline Costs	0 Trip	x $ 500.00 /Trip =	
		SUBTOTAL $	-
PHASE SUBTOTAL		$	14,390.00

LABOR HOUR BREAKDOWN

TASK — Start Date: 12/1/2024 — End Date: 2/1/2025

		LABOR CATEGORY									
		Practice Operations Leader	Engineer Project Mgr III	Engineer Project Mgr II	Engineering Techn III	Construction Manager II	Project Coordinator II	Planner III	Project Accountant I	Quality Control Manager	Phase Item Costs
1.0	Preliminary Design Phase (Lump Sum)	Jason Virzi	Jesse Erickson	Engineer Project Mgr II	Robert Bell	Construction Manager II	Cheyenne Yancey	Morgan Einspahr	Mary Pat Cross	Chris Giessing	
1.01	Coordinate and Attend Meetings with the Sponsor and CDOT		8	2							$ 1,420.00
1.02	Prepare Project Scope of Work and Contract	2	6						2		$ 2,370.00
1.03	Prepare Preliminary Cost Estimating			8							$ 1,600.00
1.04	Provide Project Coordination		24						12		$ 7,380.00
1.05	Prepare Environmental Documentation		2	2				4			$ 1,620.00
	TOTALS	2	34	12	1	0	0	4	14	0	$ 14,390.00
	PERCENTAGES	3%	51%	18%	1%	0%	0%	6%	21%	0%	

Labor Category	Total Hours	Billing Rate	Total Cost
2.0 Design Phase (Lump Sum)			
Practice Operations Leader	0 hrs.	x $ 330.00 /hr =	
Engineer Project Mgr III	22 hrs.	x $ 250.00 /hr = $	5,500.00
Engineer Project Mgr II	89 hrs.	x $ 200.00 /hr = $	17,800.00
Engineering Techn III	50 hrs.	x $ 160.00 /hr = $	8,000.00
Construction Manager II	20 hrs.	x $ 180.00 /hr = $	3,600.00
Project Coordinator II	4 hrs.	x $ 145.00 /hr = $	580.00
Planner III	1 hrs.	x $ 265.00 /hr = $	265.00
	0 hrs.	x	
SUBTOTAL	202 hrs.	SUBTOTAL $	40,145.00
Reimbursables			
Auto Rental	0 Day	x $ 130.00 /Day =	
Lodging + Tax & Fees	0 Day	x $ 180.00 /Day =	
Per Diem	0 Day	x $ 86.00 /Day =	
Travel & Airline Costs	0 Trip	x $ 500.00 /Trip =	
		SUBTOTAL $	-
PHASE SUBTOTAL		$	40,145.00

TASK — Start Date: 2/1/2025 — End Date: 3/1/2024

		LABOR CATEGORY									
		Practice Operations Leader	Engineer Project Mgr III	Engineer Project Mgr II	Engineering Techn III	Construction Manager II	Project Coordinator II	Planner III	Project Accountant I	Quality Control Manager	Phase Item Costs
2.0	Design Phase (Lump Sum)	Jason Virzi	Jesse Erickson	Engineer Project Mgr II	Robert Bell	Construction Manager II	Cheyenne Yancey	Morgan Einspahr	Mary Pat Cross	Chris Giessing	
2.01	Prepare Pavement Repair Design		4	8		2					$ 2,460.00
2.02	Prepare Preliminary Contract Documents		2	16							$ 3,700.00
2.03	Prepare Construction Safety and Phasing Plan (CSPP)		2	16		2					$ 4,040.00
2.04	Prepare Preliminary Construction Plans										
	Cover Sheet			1	1						$ 360.00
	Index of Drawings, Summary of Approximate Quantities, Legends, and Gen. Notes			2	4						$ 1,040.00
	Survey Control Plan			1	1						$ 360.00
	Safety Plan			1	1						$ 360.00
	Construction Layout Plan			1	2						$ 520.00
	Construction Phasing Plan		2	2	8						$ 2,140.00
	Environmental Requirements and Details			1	1			1			$ 625.00
	Geometric Layout Plan			2	4						$ 1,040.00
	Pavement Repair Details			4	4						$ 1,440.00
	Pavement Marking Plan/Details			2	8						$ 1,680.00
2.05	Prepare Preliminary Technical Specifications		2	4		16					$ 4,180.00
2.06	Prepare Preliminary Special Provisions			2							$ 400.00
2.07	Compile/Submit FAA Form 7460			1	4		4				$ 1,420.00
2.08	Calculate Estimated Quantities			1	4						$ 440.00
2.09	Prepare Estimate of Probable Construction Cost			4							$ 800.00
2.10	Prepare Engineer's Design Memorandum		2	8							$ 2,120.00
2.11	Review Plans at 90% Complete		4	4							$ 1,920.00
2.12	Provide In House Quality Control									16	$ 4,400.00
2.13	Prepare and Submit Const. Plans, Specs., Cont. Docs., and Design Report		4	8	8						$ 3,880.00
	TOTALS	0	22	89	50	20	4	3	0	16	$ 40,145.00
	PERCENTAGES	0%	11%	44%	25%	10%	2%	0%	0%	8%	

Labor Category	Total Hours	Billing Rate	Total Cost
3.0 Bidding Phase (Lump Sum)			
Practice Operations Leader	0 hrs.	x $ 330.00 /hr =	
Engineer Project Mgr III	11 hrs.	x $ 250.00 /hr = $	2,750.00
Engineer Project Mgr II	19 hrs.	x $ 200.00 /hr = $	3,800.00
Engineering Techn III	0 hrs.	x $ 160.00 /hr =	
Construction Manager II	0 hrs.	x $ 180.00 /hr =	
Project Coordinator II	0 hrs.	x $ 145.00 /hr =	
Planner III	0 hrs.	x $ 265.00 /hr =	
Project Accountant I	0 hrs.	x $ 115.00 /hr =	
SUBTOTAL	30 hrs.	SUBTOTAL $	6,550.00
Reimbursables			
Auto Rental	0 Day	x $ 130.00 /Day =	
Lodging + Tax & Fees	0 Day	x $ 180.00 /Day =	
Per Diem	0 Day	x $ 86.00 /Day =	
Travel & Airline Costs	0 Trip	x $ 500.00 /Trip =	
		SUBTOTAL $	-
PHASE SUBTOTAL		$	6,550.00

TASK — Start Date: 3/1/2024 — End Date: 4/1/2024

		LABOR CATEGORY									
		Practice Operations Leader	Engineer Project Mgr III	Engineer Project Mgr II	Engineering Techn III	Construction Manager II	Project Coordinator II	Planner III	Project Accountant I	Quality Control Manager	Phase Item Costs
3.0	Bidding Phase (Lump Sum)	Jason Virzi	Jesse Erickson	Engineer Project Mgr II	Robert Bell	Construction Manager II	Cheyenne Yancey	Morgan Einspahr	Mary Pat Cross	Chris Giessing	
3.01	Provide Bid Assistance		1	1							$ 250.00
3.02	Prepare Addenda		3	4							$ 1,300.00
3.03	Consult with Prospective Bidders		1	2							$ 600.00
3.04	Attend Virtual Bid Opening		4	4							$ 1,800.00
3.05	Review Bid Proposals		2	4							$ 1,300.00
3.06	Prepare Recommendation of Award		1	4							$ 1,200.00
	TOTALS	0	11	19	0	0	0	0	0	0	$ 6,550.00
	PERCENTAGES	0%	37%	63%	0%	0%	0%	0%	0%	0%	

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Labor Category	Total Hours		Billing Rate			Total Cost
4.0 Construction Administration Phase (Lump Sum)						
Practice Operations Leader	0 hrs.	x	$ 330.00 /hr	=		
Engineer Project Mgr III	35 hrs.	x	$ 250.00 /hr	=	$	8,750.00
Engineer Project Mgr II	10 hrs.	x	$ 200.00 /hr	=	$	2,000.00
Engineering Techn III	4 hrs.	x	$ 160.00 /hr	=	$	640.00
Construction Manager II	8 hrs.	x	$ 180.00 /hr	=	$	1,440.00
Project Coordinator II	0 hrs.	x	$ 145.00 /hr	=		
Planner III	0 hrs.	x	$ 265.00 /hr	=		
Project Accountant I	12 hrs.	x	$ 115.00 /hr	=	$	1,380.00
SUBTOTAL	69 hrs.		SUBTOTAL		$	14,210.00
Reimbursables						
Auto Rental	2 Day	x	$ 130.00 /Day	=	$	260.00
Lodging - Tax & Fees	0 Day	x	$ 160.00 /Day	=		
Per Diem	0 Day	x	$ 86.00 /Day	=		
Travel & Airline Costs	0 Trip	x	$ 500.00 /Trip	=		
			SUBTOTAL		$	260.00
PHASE SUBTOTAL					$	14,470.00

TASK

Start Date: 4/1/2024 End Date: 5/1/2024

LABOR CATEGORY

		Practice Operations Leader	Engineer Project Mgr III	Engineer Project Mgr II	Engineering Techn III	Construction Manager II	Project Coordinator II	Planner III	Project Accountant I	Quality Control Manager	Phase Item Costs
4.0	Construction Administration Phase (Lump Sum)	Jason Virzi	Jesse Erickson	Engineer Project Mgr II	Robert Bell	Construction Manager II	Cheyenne Yancey	Morgan Finspahr	Mary Pat Cross	Chris Giesecke	
4.01	Prepare Construction Contract and Documents		3	8	4						$ 1,690.00
4.02	Provide Project Coordination		24						12		$ 7,380.00
4.03	Prepare/Conduct Pre-Construction Meeting			4		4					$ 1,520.00
4.04	Review Contractor's Safety Plan Compliance Document			2		4					$ 1,120.00
4.05	Perform Site Visits During Construction		10								$ 2,500.00
	TOTALS	0	35	10	4	8	0	0	12	0	$ 14,210.00
	PERCENTAGES	0%	51%	14%	6%	12%	0%	0%	17%	0%	

Labor Category	Total Hours		Billing Rate			Total Cost
5.0 Post Construction Coordination Phase (Lump Sum)						
Practice Operations Leader	0 hrs.	x	$ 330.00 /hr	=		
Engineer Project Mgr III	30 hrs.	x	$ 250.00 /hr	=	$	7,500.00
Engineer Project Mgr II	22 hrs.	x	$ 200.00 /hr	=	$	4,400.00
Engineering Techn III	12 hrs.	x	$ 160.00 /hr	=	$	1,920.00
Construction Manager II	20 hrs.	x	$ 180.00 /hr	=	$	3,600.00
Project Coordinator II	0 hrs.	x	$ 145.00 /hr	=		
Planner III	0 hrs.	x	$ 265.00 /hr	=		
Project Accountant I	0 hrs.	x	$ 119.00 /hr	=		
SUBTOTAL	92 hrs.		SUBTOTAL		$	19,780.00
Reimbursables						
Auto Rental	0 Day	x	$ 130.00 /Day	=		
Lodging - Tax & Fees	0 Day	x	$ 160.00 /Day	=		
Per Diem	0 Day	x	$ 86.00 /Day	=		
Travel & Airline Costs	0 Trip	x	$ 500.00 /Trip	=		
			SUBTOTAL		$	-
PHASE SUBTOTAL					$	19,780.00

TASK

Start Date: 8/1/2025 End Date: 10/1/2025

LABOR CATEGORY

		Practice Operations Leader	Engineer Project Mgr III	Engineer Project Mgr II	Engineering Techn III	Construction Manager II	Project Coordinator II	Planner III	Project Accountant I	Engineer Project Mgr IV	Phase Item Costs
5.0	Post Construction Coordination Phase (Lump Sum)	Jason Virzi	Jesse Erickson	Engineer Project Mgr II	Robert Bell	Construction Manager II	Cheyenne Yancey	Morgan Finspahr	Mary Pat Cross	Zachary Ambartantz	
5.01	Conduct Final Inspection					4					$ 720.00
5.02	Prepare Engineering Record Drawings			2	4						$ 1,040.00
5.03	Prepare Final Construction Report		2	8		16					$ 4,980.00
5.04	Summative Project Costs		4								$ 1,000.00
5.05	Airport Marking and Signage Plan		24	12	8					8	$ 12,040.00
	TOTALS	0	30	22	12	20	0	0	0	8	$ 19,780.00
	PERCENTAGES	0%	33%	24%	13%	22%	0%	0%	0%	9%	

Labor Category	Total Hours		Billing Rate			Total Cost
6.0 On-Site Construction Coordination Phase (Lump Sum)						
Construction Manager II	328 hrs.	x	$ 180.00 /hr	=	$	59,040.00
	0 hrs.	x				
	0 hrs.	x				
	0 hrs.	x				
	0 hrs.	x				
	0 hrs.	x				
	0 hrs.	x				
SUBTOTAL	328 hrs		SUBTOTAL		$	59,040.00
Reimbursables						
Auto Rental	39 Day	x	$ 135.00 /Day	=	$	5,310.00
Lodging - Tax & Fees	30 Day	x	$ 160.00 /Day	=	$	5,400.00
Per Diem	30 Day	x	$ 86.00 /Day	=	$	2,580.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip	=		
			SUBTOTAL		$	13,290.00
PHASE SUBTOTAL					$	72,330.00

TASK

Start Date: 5/1/2024 End Date: 7/1/2024

LABOR CATEGORY

		Construction Manager II									Phase Item Costs
6.0	On-Site Construction Coordination Phase (Lump Sum)	Construction Manager II									
	Estimated Calender Days from Scope of Work	30									
	Estimated Working Days/Week from Scope of Work	6									
	Total Days Scoped for Resident Engineering	26									
	Estimated Hours/Day from Scope of Work	12									
6.01	Provide Resident Engineering	312									$ 56,160.00
	Travel Time, Mobilization, and Demobilization	16									$ 2,880.00
	TOTALS	328	0	0	0	0	0	0	0	0	$ 59,040.00
	PERCENTAGES	100%	0%	0%	0%	0%	0%	0%	0%	0%	

		CONTRACT HOURS		PHASE FEE		REIMBURSABLE COSTS		TOTAL COST
PART A - BASIC SERVICES (LUMP SUM)								
1.0	Preliminary Design Phase (Lump Sum)	67	$	14,390.00			$	14,390.00
2.0	Design Phase (Lump Sum)	202	$	40,145.00			$	40,145.00
3.0	Bidding Phase (Lump Sum)	30	$	6,550.00			$	6,550.00
		299	SUBTOTAL $	61,085.00	$	-	$	61,085.00
PART B - SPECIAL SERVICES (LUMP SUM)								
4.0	Construction Administration Phase (Lump Sum)	69	$	14,210.00	$	260.00	$	14,470.00
5.0	Post Construction Coordination Phase (Lump Sum)	92	$	19,780.00			$	19,780.00
6.0	On-Site Construction Coordination Phase (Lump Sum)	328	$	59,040.00	$	11,490.00	$	70,530.00
		328	SUBTOTAL $	93,030.00	$	11,490.00	$	104,780.00
TOTAL		**788.0**					**$**	**165,865.00**

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

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Docusign Envelope ID: DC7BC33D-C531-4ECD-A9F3-1AF90D734CEA

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Town of Crested Butte's Applica

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The Impact Accelerator Grant will fund electrification and workforce development activities. It is a joint grant with the Town of CB, Mt. CB, and the City of Gunnison. To be administered by the County

Fiscal Impact: $880,000 - $1,560,000 depending on award

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/10/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/10/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

GUNNISON COUNTY
Operations and Sustainability

John Cattles, *Assistant County Manager*
Phone: (970) 641-8562
Email: jcattles@gunnisoncounty.org
Website: www.GunnisonCounty.org

February 17, 2026

Colorado Energy Office
1600 Broadway, Suite 1960
Denver, CO 80202

RE: Gunnison County supports the Town of Crested Butte's Application to the CEO Local IMPACT Accelerator Grant Program

Dear Colorado Energy Office,

I am writing to express my strong support for the Town of Crested Butte's application to the CEO Local IMPACT Accelerator. With grant funds the Town of Crested Butte and its partners will advance jurisdiction-wide single-use plastic prohibition policies and expand rebate and incentive programs for building efficiency and electrification upgrades to reduce emissions and boost resilience in alignment with local and statewide climate action goals.

Gunnison County is committed to helping our community reduce energy use and increase resilience in homes and buildings. Energy for heating buildings represents a large economic burden on homeowners in our very cold climate, and reducing expenses directly improves lives for our residents. In addition, Gunnison County is committed to reducing greenhouse gas emissions and building electrification is one of the best tools to reduce emissions.

Gunnison County is ready to be engaged and supportive of the project moving forward. We commit to providing staff to support the administration of the grant and utilizing our existing programs to promote and complete the work. Please give the Town of Crested Butte's application the highest consideration. Thank you.

Sincerely,

John Cattles
Assistant County Manager, Gunnison County

SECTION 1 - CONTACT INFORMATION

1. **First Name:** Dannah
2. **Last Name:** Leeman Gore
3. **Type of Organization**
    a. Cohort
4. **Entity Legal Name:** Town of Crested Butte
5. **Entity Preferred Name:** Town of Crested Butte
6. **Contact Email:** dleemangore@crestedbutte-co.gov
7. **Alternative Email:** melyemma@crestedbutte-co.gov
8. **Contact Phone:** (970)-349-5338 ext. 107
9. **Alternative Phone Number:**
10. **County:** Gunnison
11. **Zip Code:** 81224
12. **Is your jurisdiction within the Denver Regional Council of Governments (DRCOG) planning area and intending to apply for their Climate Pollution Reduction Grant funding?**
    a. No, I am not in the DRCOG region
13. **Are you applying as part of a cohort?**
    a. Yes
14. **Please list all other entities that are part of the cohort:** Town of Mt. Crested Butte, Gunnison County
15. **Will each member of the cohort be able to provide a letter of support for the Full Application:** Yes
16. **If the organization completing this application NOT the cohort lead organization, please name the cohort lead organization:** n/a
17. **Has the cohort lead organization agreed to this role:** Yes

SECTION 2 - APPLICATION SUMMARY

Policy & Project Summary

Please provide a 3-5 sentence high-level overview of your application, including all policies and projects you're applying for (using the suggested format and language above). For the overview below please use the following format and language:

My application includes passing a [policy measure name] through a vote by [city council or other elected body]. We are asking for project funds to [project description] (if applying for project funds). In order to pass the policy, we will [description of actions to pass policy]. We intend to pass a [policy type, i.e. ordinance, statue, etc.] which will exceed existing state and local requirements by [description of how policy exceeds requirements]. The project work will support [name of new or existing policy] by [description of project impact].

My application includes passing jurisdiction-wide single-use plastic prohibition policies for the Town of Crested Butte and Town of Mt. Crested Butte through votes by the respective elected bodies. We are asking for project funds for the building sector to expand rebate and workforce development programs for building efficiency and electrification upgrades, and project funds for the waste sector to support plastic-reduction policy implementation. In order to pass the waste policies, we will conduct outreach and education, develop policy language based on community feedback and models from other jurisdictions, and provide detailed reports to the respective elected bodies. We intend to pass ordinances to implement these jurisdiction-wide waste policies, which will exceed local and state waste policies by expanding the list of banned materials beyond those included in Colorado's Plastic Pollution Reduction Act (PPRA) and local waste-reduction ordinances. Together, the waste policies and waste and building projects will reduce emissions and pollution in alignment with local climate action plans and state pollution reduction goals.

SECTION 3 - DETAILED POLICY & PROJECT DESCRIPTIONS

What policy sector(s) are you applying for (select all that apply)?

- Buildings
- Land Use
- Transportation
- Waste

What policy measure(s) are you applying for? (Check all that apply and review Accelerator Guidance Table 1 for the full description of each measure listed below).

- Building Measure 1: Adopt Advanced Building Energy Code
- Building Measure 2: Adopt Building Performance Standards
- Land Use Measure 1: Become certified as an ADU supportive jurisdiction
- Land Use Measure 1: Adopt ADU supportive land use regulations
- Land Use Measure 2: Adopt multi-family/mixed-use supportive land use regulations
- Land Use Measure 3: Adopt policies that protect land from development
- Land Use Measure 3: Adopt financial disincentives that protect land from development
- Land Use Measure 4: Eliminate minimum off-street parking requirements
- Land Use Measure 4: Adopt parking management strategies
- Land Use Measure 5: Adopt the EV Charging Model Land Use Code
- Land Use Measure 6: Adopt renewable energy supportive land use regulations
- Transportation Measure 1: Adopt robust complete streets policies
- Transportation Measure 1: Adopt active transportation supportive design standards
- Transportation Measure 1: Dedicate funding for active transportation facilities
- Transportation Measure 2: Dedicate funding for transit priority improvements
- Transportation Measure 2: Adopt plans that prioritize transit users
- Transportation Measure 3: Require major developments to adopt TDM strategies
- Transportation Measure 3: Require major employers to adopt TDM strategies
- Transportation Measure 4: Adopt fees that encourage zero-emission vehicles
- Waste Measure 1: Adopt an ordinance for universal recycling or composting
- Waste Measure 1: Adopt a single or limited-hauler policy
- Waste Measure 1: Adopt a Pay-As-You-Throw (PAYT) Policy
- Waste Measure 1: Establish construction and demolition (C&D) diversion rules
- Waste Measure 2: Establish a waste fleet procurement policy
- None of the Above (may not be considered eligible if substantially different)

If you selected "None of the Above", please explain how you think your proposed policy closely aligns with the policies listed above.

Crested Butte will adopt a jurisdiction-wide ban on the distribution of certain single-use plastics. This policy is closely aligned with *Waste Measure 1: Adopt jurisdiction-wide waste policies* as it will reduce significant sources of waste and the emissions associated with hauling this waste. While the Crested Butte policy is the main policy component of this

application, the Town of Mt. Crested Butte is also considering adopting similar single-use plastic prohibitions and a zero waste event policy to be advanced through this initiative.

Please describe your policy effort in detail. What policy are you seeking to advance? Why did you choose this policy? What impact will advancing this policy have for your jurisdiction?

The Towns of Crested Butte and Mt. Crested Butte seek to adopt more stringent regulations on the distribution of single-use plastics in alignment with Waste Measure 1: Adopt jurisdiction-wide waste policies. These policies are necessary to reduce the negative economic and environmental impacts of dependency on single-use plastics, especially among retail and hospitality businesses. These new policies will build upon progressive waste measures adopted in recent years by the towns to accelerate waste reduction efforts and mitigate unsightly garbage buildups, emissions from producing and transporting single-use plastics, and emissions from hauling discarded single-use plastics. As the main policy measure of this application, the Town of Crested Butte will advance the adoption of a prohibition on certain single-use plastics. This project will also advance other waste policy measures, including a similar plastics ban and zero-waste events requirement for the Town of Mt. Crested Butte.

Since 2018, the Town of Crested Butte has banned the distribution of plastic bags and mandated the use of 100% recyclable paper bags within town limits. While this was an important first step ahead of the state-wide plastic bag ban which went into effect in 2023 and 2024, Crested Butte (and Mt. Crested Butte) still face an overwhelming volume of single-use plastic waste that creates unsightly garbage piles, raises waste hauling expenditures, increases GHG emissions, and harms natural environments and wildlife. Known as "The Last Great Ski Town", mountain bike capital of Colorado, and the Wildflower Capital of Colorado, the Towns of Crested Butte and Mt. Crested Butte are the heart of the North Gunnison Valley and attract a growing number of visitors year-round due to the ski resort, hiking and mountain biking trails, wildflower season, vibrant arts and cultures scene, and historic downtown with shops, restaurants, and lodging. Lodging and food in particular drive the vitality of the local economy. In 2023, accommodations and food accounted for 67% of gross sales of goods and services in Crested Butte (compared to 6% statewide), and 16% of all employment was in the food prep/serving industry (compared to 6% statewide).

While the vitality of the hospitality industry generates local revenue and supports job opportunities, it also generates huge amounts of waste that burden limited local waste management infrastructure and negatively impact the environment. According to the 2022 Crested Butte Community GHG Inventory, solid waste generated 320 metric tons of CO2 emissions in 2022, an increase of 38% compared to 2017 levels despite actions to curb landfilled waste. 30% of the Town's waste is recycled or composted, while the remaining 70% is sent to landfill in Montrose or Grand Junction. The Town of Mt. Crested Butte faces similar waste challenges, with only a 12.5% diversion rate and an 8.6% increase in solid waste GHG emissions from 2019 to 2022 according to their 2022 GHG inventory. The use of plastic food and beverage containers by local food establishments is a significant

contributor to landfilled waste. According to a recent community survey conducted by sustainability staff covering both Crested Butte and Mt. Crested Butte, 66% of responding businesses reported using plastic cups, straws, plates, and takeout containers due to their convenience and cost. These materials are filling up the landfill, accelerating the need for a costly expansion and generating significant GHG emissions due to the transportation and breakdown of these materials. Food packaging also contributes to overflowing waste and littering in downtown Crested Butte along Elk Avenue, as limited trash bin and pickup capacity cannot keep up with the pace of trash generated, especially during the peak of visitorship in the summer months (see the attached photos).

To curb the distribution of single-use plastics, the Town of Crested Butte seeks to adopt a policy that will further prohibit the distribution of single-use plastics jurisdiction-wide. Specifics of the policy update to be worked through with IMPACT Accelerator funding include:

1. Prohibiting the sale or distribution of water in less than 1-gallon single use plastic containers.
2. Prohibiting the use of single use plastic dishware or water bottles at Town-sponsored events or on Town properties.
3. Prohibiting the sale or distribution of single use plastic takeout materials, or;
4. Alternatively, providing these materials only upon request and charging a small fee for restaurants to recoup their costs or fund waste reduction measures.

Implementing the more stringent plastics policy will mitigate unsightly garbage buildups, emissions from producing and transporting single-use plastics, and emissions from hauling discarded single-use plastics.

Mt. Crested Butte is also interested in advancing both a single-use plastics prohibition and a zero-waste events mandate. ~~Crested Butte's.~~ Mt. Crested Butte's plastics prohibition will be based on the Crested Butte ordinance, with the Mt. Crested Butte Council looking at adoption after Crested Butte's initial experience implementing the policy. Mt. Crested Butte is also looking to adopt a zero waste events ordinance to further boost waste diversion. Staff has set a timeline for all town events to be at a zero-waste status by 2028, and for all events occurring within the town of Mt. Crested Butte by 2030. Once adopted, events will be required to divert at least 90% of their waste from being landfilled or incinerated. Lessons learned from the single-use plastics prohibition will be used to inform this future policy.

What type of policy change are you enacting?

- Ordinance
- Resolution
- Code Adoption
- Other

How will your policy be passed?

- Vote by elected body
- Ballot initiative
- Other

Please explain why the type of policy change and adoption mechanism you listed above are the most durable for your jurisdiction:

Crested Butte (and potentially Mt. Crested Butte) will adopt their waste-reduction polices as ordinances. In contract to a resolution, which would only signal a government preference, an ordinance will ensure the policy has the force of law, lays out specific rules and regulations, and remains enforceable long-term. Crested Butte passed its previous plastic bag ban using an ordinance in 2018, and that approach has proven to be effective in enforcing the ban by giving the Town legal power to collect plastic bag revenues and impose fines on those not in compliance. This new ordinance will follow this model by laying out specific prohibitions, penalties, and incentives. Crested Butte staff are still working to determine if the ordinance will use a penalty-based or incentive-based model. Because an ordinance would require a council vote to repeal, the policy will remain durable long-term. The long-term stability will benefit businesses by providing confidence that the requirements won't shift abruptly, encouraging sustained investment in alternative materials.

Likelihood of Success

Please describe why you think your project will be successful, including:

- How you anticipate successfully adopting this policy

- If there are other policies/programs that build a foundation or support for the policy

- If you have support from an elected body

- Historical work completed to build support for the policy

The policy builds upon existing waste reduction policies, preliminary direction from elected officials, and recent community outreach efforts which will promote successful policy adoption.

Crested Butte has been proactive in adopting waste reduction policies and incentive programs, building a strong foundation for this more stringent policy. These previous policies have built community support for and familiarity with waste reduction behaviors:

- Plastic Bag Ban: Ahead of the state's ban on plastic bag distribution, in 2018 Crested Butte adopted its own plastic bag ban in town.

- Climate Responsible Special Events: For several years the Town has run a rebate program to discourage unsustainable practices at special events in Town. The Town charges event fees based on the type and size of event, but offers rebates above and beyond the event fees based on an escalating scale of sustainability measures that the event team implements. For example, a tier 2 event is charged a $50 event fee, but is eligible for up to $200 in rebates if the event includes a water refill station, paper receipts only on request, offers recycling bins, utilizes reusable bags, and does not distribute plastic bottled water, single-use dishware, or single-use merchandise.
- Composting: In 2024, Crested Butte and Mt. Crested Butte started a pilot composting service, bringing in a waste hauler to collect materials for composting once a week at a community drop-off site. With increased marketing and outreach throughout 2025, the Towns are working to grow participating in the composting program to make it self-sustaining long-term.
- Save-As-You-Throw: In 2025, the Town adopted a Save-As-You-Throw garbage pickup pricing model to encourage trash output reductions. Residents can pick from three different bin sizes, with lower monthly fees for smaller-capacity bins and higher fees for larger bins. Rollout of the new bins is set for December 2025.

The new policy has already been discussed by the Crested Butte Town Council and received preliminary support, indicating a high-likelihood that the policy will receive support for final adoption. In September 2024, Town Council held an initial discussion on single-use plastic regulation. Staff compared approaches from other Colorado communities to provide an initial basis for policy discussion. Frisco, with its more moderate approach prohibits single-use plastics at Town events/properties, limits single-use plastics availability to "upon request," and prohibits sales of plastic water bottles under one gallon. Other communities like Breckenridge and Telluride have introduced more stringent policies including broader retail prohibitions, required compostables, and expanded definitions of food establishments. Based on the discussion, Town Council directed staff to pursue a moderate approach based on these examples, and a community survey was distributed based on the proposed approach (see more details below).

Following this initial discussion and community survey, Town Council again discussed possible single-use plastic policy options during its November 3, 2025 meeting. Staff and Council discussed specific policy measures to be pursued, interest in advancing more robust composting infrastructure to leverage single-use plastic reduction efforts, and additional feedback and data need from the community to develop the final policy. Staff and Council also weighed estimated climate benefits against financial impacts to alleviate concerns about long-term funding sustainability for the new policy. This latest discussion has given staff direction to develop final policy language for Council consideration in 2026.

Crested Butte staff also recently completed a robust community outreach campaign for proposed single-use plastic reduction policies to solicit concerns and recommendations from community members and businesses in both Crested Butte and Mt. Crested Butte. A

March 2025 Waste Survey received 128 total responses. Among responding businesses, major findings included:

- About 66% of businesses still use plastic packaging.
- When asked if they would charge a fee for a single-use item, 70% indicated they would not charge for single-use items. 55% already offer or would offer discounts for reusables.
- Main concerns included: higher costs for compostables, limited dishwashing/staff capacity, health code uncertainty, and skepticism about composting efficacy.
- When asked how the Town could provide support in switching away from single-use plastics, businesses indicated a need for affordable compostables, reliable composting systems, and education.

Among responding community members, major findings include:

- Main barriers to reducing single-use plastics in their everyday lives were inconvenience, limited recycling/composting, items being already provided in single-use containers.
- When asked what might help someone reduce their single-use plastic use, respondents answered being provided compostable containers (65%), reusable discounts (56%), bring-your-own options (48%), and return systems (32%).
- 47% of community members indicated they would be willing to pay a fee for single-use items.
- Common response themes were: ban plastic water bottles, expand refill stations, and prioritize incentives over penalties.

During Spring and Summer 2025, staff held a restaurant focus group and interviews to solicit further feedback on proposed options. Participants supported reducing plastics but cited high compostable costs, limited durability, and inconvenience of reusable container programs. This detailed feedback from community members and local businesses has provided valuable insights in shaping the specific items to be targeted by the policy, needs for infrastructure, education, and marketing support, and preferences for alternative materials.

Finally, Crested Butte is currently receiving technical assistance through the Colorado Circular Communities (C3) Enterprise to conduct a Feasibility Study with local businesses. Building on the community survey, this Study (which will not be supplanted with CEO IMPACT Accelerator funds) will involve coordination with business owners to calculate costs and waste processing needs to finalize the waste ordinance language for Town Council consideration.

Taking Council discussions, community feedback, and the completed Feasibility Study into account, Crested Butte staff will present final policy language for consideration and adoption through the new waste ordinance in 2026.

Both Crested Butte and Mt. Crested Butte have committed to adopting advanced waste diversion measures in their community planning documents, emphasizing support for these policies and projects. Crested Butte's 2030 Climate Action Plan calls for "limiting the types of materials that may be distributed in town, for example, certain single use plastics, and requiring elimination or recycling" (Action 3., page 50). Mt. Crested Butte's 2023 Master Plan sets the goal to "Support efforts to help increase waste reduction, composting, and recycling throughout town." (page 51).

Ambition/Exceedance of State and Local Requirements
Does your proposed policy exceed state and local requirements?

- Yes
- No

Describe how your policy extends beyond State minimum standards (adopting a policy that extends far beyond existing local and state requirements, adopting a forthcoming state requirement early, opting-in to optional state legislation, etc). How much farther does it go?
This single-use plastics prohibition policy exceeds state minimum standards for plastic reduction and leverages authority granted to local governments to enact more stringent laws to manage or restrict plastics. Under HB21-1162. *Management Of Plastic Products*, retailers with more than three locations in Colorado were required to stop purchasing or distributing plastic bags and charge a $.10 fee for paper bags starting in January 2024. Food establishments were also prohibited from distributing Styrofoam food or drink containers. As detailed above, Crested Butte adopted its own plastic bag ban in 2018 well-ahead of the state legislation, highlighting its commitment to adopting progressive waste reduction measures. HB21-1162 also grants local governments the power to "enact, implement, or enforce an ordinance, resolution, rule, or charter provision that is as stringent as or more stringent than the requirements set forth in the act." Leveraging this authority, Crested Butte seeks to adopt more stringent plastic prohibitions beyond the state plastic bag ban and its own existing prohibitions to cover additional single-use plastics.

Policy Timeline
Anticipated policy work start date (Since contracting with the state won't occur until early 2026, this date should be Jan 1, 2026 or later): January 1, 2026

Anticipated policy adoption date: September 1, 2026

How will you show your policy efforts are advancing within the first six months if awarded?
Through the first six months, progress will be shown by the completion of the C3 funde feasibility study, development of final waste ordinance language, and passage of the waste ordinance by the Crested Butte Town Council. Staff reports and minutes from Town Council meetings discussing the proposed policy, and results from additional community outreach efforts will show advancement of the proposed policy towards formal adoption. Projected timing and milestones include:

C3 Feasibility Study (May 2026 through July 2026)

- Completed Feasibility Study with C3 technical assistance

Crested Butte Town Council Policy Adoption (September 2026 through December 2026)

- Final ordinance language ready for Town Council consideration
- Ordinance is adopted by Town Council

Crested Butte Policy Implementation (January 2027 and beyond)

- Town begins enforcement of new waste ordinance

Analysis of Policy Implementation (June 2027 through December 2027)

- Town staff track compliance with new policy, compile findings into a project report
- Present findings to Crested Butte Town Council and share with Mt. Crested Butte staff

Mt. Crested Butte Council Policy Consideration (2028)

- Mt. Crested Butte staff evaluate Crested Butte project report, develop policy language
- Language Policy presented to and adopted by Mt. Crested Butte Town Council

Are you applying for policy funding or both policy and project funding?

- Policy Funding Only
- Both Policy and Project Funding

Project Details
What project area(s) are you applying for (select all that apply)?

- Buildings
- Land Use
- Transportation
- Waste

What project(s) are you applying for? (Select all that apply and review Accelerator Guidance Appendix B for the full description of each project listed below).

- Building Measure 3: Incentivize efficiency and electrification upgrades by establishing a residential rebate program for home efficiency or electrification technologies (PV, storage, EV chargers, heat pumps).
- Waste Measure 1. Encourage and enforce compliance with waste policies through training and outreach.

Please describe your project in detail. What project are you proposing? Why did you choose this project? What impact will implementing this project have in your jurisdiction?

The Town of Crested Butte, Town of Mt. Crested Butte, and Gunnison County seek project funding for two project measures: Project Measure One. *Building Efficiency and Electrification Support* and Project Measure Two. *Encourage and Enforce Compliance with Waste Policies Through Training and Outreach*.

Project Measure One. *Building Efficiency and Electrification Support*

Through the Gunnison County Housing Authority, the project partners will optimize and expand buildings energy efficiency and electrification rebates programs. Building on each municipality's adoption of advanced building codes and existing rebate and incentive programs run through the Housing Authority, this project will broaden eligibility beyond deed- and income-restricted housing to include market-rate homes and commercial buildings. The expanded programs will provide support for deep energy efficiency upgrades, electrification, renewable energy integration, and adoption of grid-responsive technologies.

Gunnison County, Crested Butte, and Mt. Crested Butte have been proactive in adopting building codes that exceed state requirements to tackle energy usage and GHG emissions in the building sector. Crested Butte adopted the state's first all-electric building code in 2021, Mt. Crested Butte adopted the 2021 International Building Codes along with the Colorado Model Electric-Ready and Solar-Ready Code in 2024, and Gunnison County also adopted the 2021 International Building Codes, Electric-Ready, and Solar-Ready Code.

Building upon these efforts, the municipalities are working to accelerate the implementation of energy efficiency and electrification upgrades through rebate programs that provide funding for home energy assessments and retrofits. Currently, Gunnison Valley residents can access rebates and rebate support through the Gunnison County Housing Authority and their Home Energy Advancement Team (GV-HEAT) program. Staff help connect residents to resources through Colorado's Affordable Residential Energy (CARE) program, which serves those at or below 80% Area Median Income (AMI) with free certified home assessments and free energy retrofits and to Energy Smart Colorado (ESC) assessments and utility rebates. Crested Butte and Mt. Crested Butte also participate in GV-HEAT and run their own GreenDeed program which covers assessment costs and full energy efficiency upgrades for deed-restricted properties within their municipal limits. Up to $5,000 worth of upgrades can be conducted at each household at no cost to residents, and the GreenDeed program

currently serves about 18 households per year in Crested Butte and 10 in Mt. Crested Butte. GV-HEAT will also being working with CEO's Home Energy Rebate Program (HEAR and HER) programs as they rollout to provider further access to rebates for community members.

While this model has proven successful in connecting people to available resources and getting projects completed, the cohort seeks CEO funding assistance to optimize and expand GV-HEAT by adding administrative capacity, conducting education and outreach to community members,

The proposed project both builds upon these existing programs and adds staff and contractor capacity to help community members access these resources and get this work completed.

The municipalities chose this project because buildings account for the largest share of GHG emissions in the Gunnison Valley (61%, according to the Gunnison Valley Climate Action Plan). Current programs have successfully reduced emissions and lowered utility costs but are limited in scope, leaving older market-rate housing and commercial buildings without access to meaningful resources for upgrades. With the Valley's aging housing stock, reliance on natural gas, and harsh winter climate, the need for expanded energy efficiency and electrification measures is urgent to lower energy costs and GHG emissions. While additional resources such as the CEO Home Energy Rebate Program can help meet the costs associated with this work, the project team still sees barriers due to a lack of knowledge and awareness among households. More education and outreach is needed to connect households to these resources, but current staff capacity is very limited. Lastly, a shortage of local contractors to conduct the assessment and retrofitting work further hampers efforts.

With IMPACT Accelerator Funding Assistance, the cohort will:

- Refine and Expand Programming: analyze past work completed under existing programs, develop new eligibility criteria, and determine additional eligible technologies based on cost-effectiveness and GHG emissions reduction benefits. Also determine how to best leverage additional funding now available through the CEO Home Energy Rebate Program.
- Increase Administrative Capacity: the partners will add administrative staff capacity to handle the added administrative load of the expanded rebates and incentives programs. The added capacity will also boost outreach efforts to connect eligible households to available resources.
- Expand Home Energy Assessments: additional funding will go towards covering the costs of more home energy assessments to prepare households for retrofitting work.
- Expand Retrofits: provide additional funding to cover the expanded electrification and energy efficiency retrofits.

- Community Outreach: conduct a public outreach campaign through surveys and in-person tabling to solicit qualitative community feedback on limitations of existing programming and needs.
- Workforce Development: fund training for additional BPI Energy Analysts, commercial property assessors, and weatherization contractors to expand the local workforce and address contractor shortages.

Project impacts include:

- Accelerating GHG reductions by enabling more buildings to transition off fossil fuels and adopt high-efficiency systems.
- Improving energy affordability and resilience by lowering utility costs for households and businesses, which is critical in the context of the Valley's affordable housing challenges.
- Expanding equitable access by supporting households and property owners not currently eligible for assistance but still facing high energy burdens.
- Strengthening the local economy and addressing a contractor shortage by funding training and certifications for energy assessors and contractors.
- Enhancing community awareness through outreach and education on available programs, technologies, and cost-saving opportunities.
- Advance local and state climate goals while reinforcing the Gunnison Valley's leadership among rural mountain communities in energy and climate policy.

Project Measure Two. *Encourage and Enforce Compliance with Waste Policies Through Training and Outreach*.
Crested Butte and Mt. Crested Butte will use IMPACT Accelerator funding to purchase compost bins and conduct additional education, outreach, and marketing in support of the new plastic-prohibition policy/policies. The partners chose this project measure to address concerns among community members and businesses highlighted in previous community outreach efforts about the impacts of a new single-use plastics prohibition. Surveys and interviews point to concerns about higher costs, lack of awareness, lost business patronage, and a lack of collection infrastructure for alternative materials. This project measure includes funding to address all these challenges. Follow-up outreach to community members and businesses will be conducted to shape the final adopted policy. Post policy implementation, training sessions with local businesses will help them implement the transition away from single-use plastics by providing them with an initial supply of alternative materials and determining how to best inform customers of the transition. The project team will also focus on consumer education efforts and marketing (signage, social media posts) to make the new policy clear to both residents and visitors. Lastly, procuring compost bins for high-traffic commercial areas will help to ease the transition away from plastic by providing convenient disposal options.

Anticipated project start date: May 1, 2026
Anticipated project completion date: October 31, 2027

Project Alignment and Impact

If you are applying for policy and project funding in the same sector as your policy, please explain how your project will support or strengthen the policy. If you are applying for project funding in a different sector than your policy, explain how your project aligns with previous planning efforts or policies.

Project Measure One. *Building Efficiency and Electrification Support* is in a different sector from the policy measure (Waste vs. Buildings). The project aligns with adopted advanced energy codes and an existing rebate and incentive programming structure. The municipalities have already adopted updated building codes incorporating the energy efficiency and electrification-ready measures included in the 2021 International Building Codes, Colorado Model Electric-Ready Code, and Solar-Ready Code. With this proactive adoption, the municipalities have ensured that new construction will meet updated standards and provide a benchmark for upgrading existing units to meet these standards through this proposed project measure. The project measure also builds upon an existing program structure for this retrofitting work. As described above, each of the municipalities currently participate in the CARE and ESC programs providing free assessments and retrofits for income-qualifying residents, and the Towns of Crested Butte and Mt. Crested Butte continue to scale up their GreenDeed program targeting deed-restricted units. These programs have been running for 6+ years, setting a strong foundation upon which to grow and expand. This proposed project measure will build upon these existing initiatives, reducing the time and effort that would otherwise be spent on standing up new programs, to support success. These current initiatives have also provided valuable on the ground data about successes and shortcomings to inform cost-effective and impactful expansion through this expanded project.

Project Measure Two. *Encourage and Enforce Compliance with Waste Policies* is in the same sector (Waste) as the policy. The project measure directly addresses concerns posed by the community about implementing a more stringent plastic policy jurisdiction-wide. Surveys and interviews point to concerns about higher costs, lack of awareness, lost business patronage, and a lack of collection infrastructure for alternative materials. This project measure includes funding to address all these concerns. Follow-up outreach to community members and businesses will be conducted to shape the final adopted policy. Post policy implementation, training sessions with local businesses will help them implement the transition away from single-use plastics by providing them with an initial supply of alternative materials and helping them determine how to best inform customers of the transition. The project team will also focus on consumer education efforts and marketing (signage, social media posts) to make the new policy clear to both residents and visitors. Lastly, procuring compost bins for high-traffic commercial areas will help to ease the transition away from plastic by providing convenient disposal options.

SECTION 4 - FEDERAL REQUIREMENTS

Construction & Contractors
Does your project involve construction or hiring a contractor for equipment installations?

- Yes
- No

Quality Assurance Project Plans
Having looked at the Accelerator Guidance and Appendix E (a list of what might trigger the need to develop a Quality Assurance Project Plan) do you expect your application will involve collecting and using environmental information (e.g. environmental data)?

- Yes - we will be using environmental information
- No - we do not expect to be using any environmental information
- Unsure

Equipment & Materials
Do you plan to purchase any equipment or materials? (e.g. heat pumps, vehicles, laptop computers, or software)

- Yes
- No

Other Federal Requirements
The Terms & Conditions cover many other federal regulations but many may not relate to your project. These include the National Historic Preservation Act, the Archeological and Historic Preservation Act, the Endangered Species Act, and the Farmland Protection Policy Act. Do any of these apply to your project?

- Yes, one or more apply
- No, none apply

Project latitude and longitude (if known):

SECTION 5 - BUDGET & MATCH

Budgets

As described in the Accelerator Guidance, you will be asked to provide three budgets. This includes a Standard Budget (up to $2 million), a fiscally Constrained Budget (about 25% of the standard budget) and a Vision Budget (costs over you standard budget up to $5M). If awarded funds, you will need to explain each budget by task.

Outline the major Scope of Work tasks if awarded the Standard Budget:

- Task 1 - Waste Marketing, Outreach, and Education: Additional surveying, interviewing, outreach, and marketing to build familiarity with the new plastic prohibition.
- Task 2 - Compost Bins: purchase smart compost bins to expand compost collection beyond the single drop-off site.
- Task 3 - Buildings Rebates and Incentives Programming: analyze past work completed under existing programs, develop new eligibility criteria, and determine additional eligible technologies based on cost-effectiveness and GHG emissions reduction benefits.
- Task 4 – Administrative Capacity: hire contractor to handle the added administrative load of the expanded rebates and incentives programs.
- Task 5 – Home Assessments: fund additional home energy assessments.
- Task 6 – Retrofits: provide pilot funding for the expanded electrification and energy efficiency retrofits.
- Task 7 – Buildings Community Outreach: conduct a public outreach campaign through surveys and in-person tabling to solicit qualitative community feedback on limitations of existing programming and needs.
- Task 8 – Workforce Development: fund training for additional BPI Energy Analysts, commercial property assessors, and weatherization contractors to expand local workforce.

Total = $890,000

Outline additional Scope of Work tasks if awarded your Vision Budget:

Example: if awarded the Vision Budget, we would add Tasks 6, 7, and 8. These tasks would include additional work to do X, Y, and Z.

- Task 5 – Home Assessments: fund additional home energy assessments compared to Standard Budget.
- Task 6 – Retrofits: provide additional pilot funding for the expanded electrification and energy efficiency retrofits compared to Standard Budget.

  Total = $1,165,000

Outline Scope of Work tasks that would remain if only awarded your Constrained Budget:

Example: In the Constrained Budget we could only completes Task 1 and 2 from the standard budget

- Task 1 - Waste Marketing, Outreach, and Education: Additional surveying, interviewing, outreach, and marketing to build familiarity with the new plastic prohibition.
- Task 3 - Buildings Rebates and Incentives Programming: analyze past work completed under existing programs, develop new eligibility criteria, and determine additional eligible technologies based on cost-effectiveness and GHG emissions reduction benefits.
- Task 5 – Home Assessments: fund additional home energy assessments.
- Task 6 – Retrofits: provide pilot funding for the expanded electrification and energy efficiency retrofits.
- Task 8 – Workforce Development: fund training for additional BPI Energy Analysts, commercial property assessors, and weatherization contractors to expand local workforce.

Total = $385,000

Constrained Budget ($) ~25% of Standard Budget: $385,000
Standard Budget ($) Up to $2M: $890,000
Vision Budget ($) Over Standard/Up to $5M: $1,165,000

Match Funds

Applicants are required to provide 5% match (e.g. leveraged funds) unless they qualify for 0% match. Select your anticipated match

- <u>5% Match - we do not explicitly direct any funds to low-income groups</u>
- 5% Match - we direct some funds to low-income groups, but not enough to qualify for 0% match
- 0% Match – my jurisdiction is completely made up of low-income census block groups
- 0% Match – my application will direct at least 40% of funds to low-income census block groups
- 0% Match – applying on behalf of a tribe

If you do not qualify for 0% match, do you anticipate being able to provide 5% match for each of the three budget amounts?

- <u>Yes</u>
- No
- Not sure
- N/A

Will your match be all cash, or a mix of cash and in-kind?

- All cash
- Cash and In-kind
- N/A

Funding Need

Provide a description of the need for funding from the Colorado Energy Office (CEO) to pass the proposed policy(ies) and implement project(s). Describe how the proposed policy and/or project would not be achievable without CEO funding or would be enhanced or improved with CEO funding.

As a small, dispersed, and rural region with extreme weather and high costs of living, Gunnison Valley municipalities are resource constrained, especially when supporting new programs that exceed base functions. Despite these challenges, the municipalities continue to expend significant local funding to meet the demand for affordable housing and climate action, including through dedicated annual appropriations from the Town of Crested Butte and Mt. Crested Butte to the GreenDeed program and to waste diversion efforts. Without CEO funding support, the municipalities do not have the additional resources needed to expand program reach beyond deed-restricted homes, to explore more advanced building retrofit technologies, or impose more stringent plastic prohibitions without offer incentives and support to local businesses. A certified contractor shortage also continues to be a major hinderance to building retrofit work, so funding assistance to stand-up a new workforce development program to train local assessors and contractors is critical. CEO funding will help cover the initial costs of this project expansion and leverage the significant contributions the municipalities are already making to design and pilot a cost-effective and sustainable program expansion. CEO funding will also support the communities of the Gunnison Valley in continuing to lead mountain resort communities in tackling their waste and building energy challenges.

SECTION 6 - ADDITIONAL INFORMATION

Sustained Impact
Describe the likelihood that this application, if funded, will have a sustained impact. This can include ongoing committed funding to support the effort after grant funds are expended, demonstrated long-term support from stakeholders, likelihood of the policy being repealed in the future, how the policy/project aligns with long-term planning efforts, etc.

Waste Sector (Policy and Project Measure Two):
With preliminary support from elected officials, feedback gathered from community members and businesses, and projected future funding support there is strong likelihood that the proposed plastic-reduction policy will have a sustained long-term impact. As detailed above, Town staff have continued to work through potential plastic prohibition policy measures to alleviate concerns about implementation challenges and secure the support of elected officials in passing an ordinance. The robust community survey and focus group efforts have built buy-in from the community by allowing individuals to shape the specific language of the proposed policy, highlighting needs for additional data gathering and planning, highlighting preferences for incentive structures vs. penalties, and detailing downstream impacts that may arise post policy adoption. The project is also aligned with community preferences expressed in the development of the Crested Butte Community Compass, where 45% of respondents requested stronger waste policies such as bans on single-use takeout containers. Crested Butte has also shown a willingness to dedicate municipal funds to help stand up and support waste diversion efforts, including through its incentive funding for community events through the Climate Responsible Special Events program, and through the Town's subsidization of the costs to run the drop-off composting program. Crested Butte is open to allocating additional funding long-term to implement and enforce the new plastic-prohibition policy and alleviate initial impacts on the community and local businesses.

With strong initial support among both the community and elected officials and ongoing efforts to work through concerns with affected businesses owners, Crested Butte is confident that once adopted, the plastic prohibition policy will enjoy strong support from the community and will not be at high-risk of repeal. Again, Crested Butte's 2030 Climate Action Plan calls for "limiting the types of materials that may be distributed in town, for example, certain single use plastics, and requiring elimination or recycling" (Action 3., page 50). And, Town staff have already conducted initial outreach to the community through an online survey, interviews, and focus group, and the policy has been discussed multiple times with Town Council.

Mt. Crested Butte will take a more measured approach and follow the lead of Crested Butte. By observing implementation of the Crested Butte policy, Mt. Crested Butte will be able to

tailor its own policy version to respond to ongoing challenges and minimize community pushback.

Building Sector (Project Measure One):
Baseline Funding Commitments: Crested Butte and Mt. Crested Butte have already and will continue to appropriate funding for the GreenDeed program to cover deed-restricted units, providing an ongoing funding stream for existing program efforts and highlighting their commitment to the long-term provision of the program. Program staff have/will leverage state and utility provider resources, including CARE, Energy Smart Colorado, and the new CEO Colorado Home Energy Rebate Program (HEAR and HER), to raise additional resources to maintain core program functions. These consistent funding streams provide a strong foundation for core program functions to promote the stability of this proposed expansion effort.

Long-term Planning: This expansion project aligns with the municipalities' long-term planning and adopted climate action goals, including those in the:

- Gunnison Valley Climate Action Report: "Expansion of the GV-HEAT program to include more incentivization for all income levels" (page 5)
- Crested Butte Climate Action Plan: " Reduce energy use in buildings and transportation by . . . offering incentives and education to drive retrofits" (page 4)
- Mt. Crested Butte Master Plan: "Support community-wide initiatives to help facilitate similar audits and retrofits of existing residential and commercial buildings throughout town" (page 51)

The project will also build upon their regularly scheduled building code updates, providing further clarity and stability upon which to run the program.

Building Workforce Capacity: By including funding to train new home assessors and certified contractors, the project will help to address the local contractor shortage and ensure there is long-term local capacity to implement the building retrofits.

Stakeholder Support

Describe your plan for public engagement, including specific groups you may target, why and any relevant historical public engagement activities. If you plan to engage with low-income communities, please also describe those efforts.

Waste Sector (Policy and Project Measure Two): Crested Butte staff already completed a robust community engagement campaign targeting community members through an online survey and local businesses through focus groups and interviews. If given direction by Town Council to conduct additional outreach prior to final adoption of the new plastics policy, staff will deploy similar online and in-person outreach efforts to solicit feedback on the proposed policy language, potential incentives and penalties, and downstream impacts. Otherwise, the project team will continue to meet with community members and local

businesses to work through implementation of the new plastics policy, with a focus on food establishments who currently rely the most on single-use plastics for their operations.

Building Sector (Project Measure One): With funding assistance, the project team will conduct a community engagement campaign to inform expansion of the efficiency and electrification programs. Through a survey and in-person outreach efforts, the project team will solicit feedback from residents about their energy burdens, openness to retrofitting assistance, level of knowledge about available retrofits and building technologies, and existing barriers to implementing those upgrades. Community engagement will focus on all community members, across all housing types and income levels, to provide data to inform this program expansion beyond solely deed and income-restricted units.

Risk Mitigation

What risks have you identified that could prevent your policy and/or project efforts from succeeding?

Waste Sector (Policy and Project Measure Two):

- Cost Constraints: Businesses expressed concerns with switching to alternative packing materials and the higher costs associated with these materials. The potential of fines for continued single-use plastics distribution also raises fiscal concerns.
- Convenience: consumers are accosted to the convenience of single-use plastic materials, and may express hesitancy to move towards alternative materials that require additional effort for return or proper disposal.
- Education and Knowledge Barriers: Because Crested Butte sees a significant amount of non-local visitors, a strict single-use plastics ban for retail and hospitality businesses may create burdens on visitors unprepared for alternatives. This could create additional burden on local business to educate visitors or result in lost profits from visitors choosing not to patronize businesses due to inconveniences or additional costs.
- Lack of Composting Infrastructure: The Towns lack curbside composting, instead relying on a drop-off site, so any mandated switch to compostable materials instead of plastic materials may still create a large volume of landfilled trash.

Building Sector (Project Measure One):

- Cost Constraints: while home retrofits typically cost $3,000 to $4,000, higher costs could prohibit some from participating.
- Workforce Capacity Constraints: due to the remoteness of the Gunnison Valley and high costs of living, maintain an adequate contractor workforce to implement the retrofits is difficult.
- Community Awareness: Community members may not be knowledgeable about the existence of these retrofit resources, or may have reservations about the proposed technologies.

- Grid Constraints: Increased electrification may stress the local grid if not coordinated with Gunnison County Electric Association and the City of Gunnison's municipal utility.

How will you mitigate risks that may prevent your efforts from being successful? Specifically include how you will mitigate the risk that your policy effort does not pass, any project management concerns and whether you've successfully completed similar work before.

Waste Sector (Policy and Project Measure Two):

- Policy Passage: by discussing policy options over multiple council work sessions, incorporating examples from other Colorado resort communities, and backing up policy recommendation with data from the GHG inventory and community outreach campaign, Crested Butte staff are confident they will secure Council support for passage of the final plastic prohibition ordinance.
- Cost Constraints: Subsidizing the initial purchase of alternative materials can help alleviate cost concerns from businesses. Adopting an incentive rather than a penalty model can also help alleviate cost concerns.
- Convenience: Education efforts and town-wide adoption can help to build long-term familiarity and comfort with alternatives to single-use plastics.
- Education and Knowledge Barriers: Education efforts and marketing materials can make the policy rules clear to visitors to reduce confusion.
- Lack of Composting Infrastructure: Ongoing discussion to expand composting infrastructure beyond the current pilot drop-off program will support the potential switch to compostable materials. Purchasing new compost bins for downtown will help fill this gap.

Building Sector (Project Measure One):

- Cost Constraints: explore additional funding mechanisms, and lifting per unit caps, to address homes with higher retrofitting costs.
- Workforce Capacity Constraints: use CEO funding to fund the training and education costs for local community members to become certified home assessors and contractors, building a local contractor pool.
- Community Awareness: use CEO funding to conduct and education and outreach campaign to market resource availability and increase knowledge of available building upgrades.
- Grid Constraints: Continue to coordinate with the Gunnison County Electric Association and the City of Gunnison's municipal utility.
- Project Management: project budget includes funding for a contracted program administrator to handle added program management needs.

Will you be able to provide all the necessary attachments in the Full Application if encouraged to proceed? Required attachments will include:
- Letter from City Council (or similar entity) - Ready
- Commitment of match funding - Ready
- Letters of support (required for cohorts; preferred for all) - Pending
- A detailed budget spreadsheet with budget breakdown by task
- Copy of the jurisdictions' DRCOG application (If applicable)

- Yes
- No

SECTION 7. ADDITIONAL INFORMATION

Do you have approval to apply for this grant such that if awarded there are no additional local approvals needed in order to contract with the state?

- I have approval and will not need additional approval to proceed if awarded
- I do not have full approval and will need an elected body to approve before advancing
- I do not have approval and will need someone at my city/county to approve before advancing

Did you work with a Regional Coordinator? (Full list or organizations is available on the accelerator website).

- No
- Yes - CC4CA
- Yes - ICLEI
- Yes - 4CORE
- Yes - SCEDD
- Yes - CLEER
- Yes - ECCOG
- Yes – YVSC

Is there anything else you want to tell CEO that was not covered above?

Is there anything you wish to upload at this time (not required)?

- Attach garbage photos
- Can we attach Dannah's waste survey?

SECTION 9. FULL APPLICATION ADDITIONAL QUESTIONS

In one paragraph, please summarize how you have improved or strengthened your Full Application from the LOI application based on the feedback that CEO provided after your LOI meeting, and any additional information/context you added.

Please list out how you have improved or strengthened your Full Application from the LOI application based on the feedback that CEO provided after your LOI meeting, and any additional information/context you added, with clear references to the section/question of the LOI in which each change was made. As an example, an applicant may write 1. Project Details Section: Changed project areas from 'Land Use' to 'Waste'. 2. Budget & Match: Moved two Scope of Work tasks from the Standard Budget and placed in the Vision Budget. 3. Likelihood of Success: Added additional narrative about existing community and council support for recycling ordinance policy.

1. Likelihood of Success: added more details on the C3 Feasibility Study and clarified Mt. Crested Butte policy component.
2. Policy Timeline: shifted dates back to account for IMPACT Accelerator application process and additional time needed to conduct C3-funded Feasibility Study.
3. Describe Your Project In Detail: reworked this section for alignment with the proposed budget and to clarify the role of cohort partners.
4. Budget and Match: refined cost estimates across all tasks based on updated information. Removed retrofit/construction funding from the Constrained budget to instead focus on equipment, programming, and contractual costs and mitigate the risk of triggering federal construction requirements if only awarded the Constrained Budget.

Understanding you must advance specific milestones to show progress towards policy adoption in order to unlock project funding, please outline 2-4 milestones you can commit to advancing in the first 3-12 months to show CEO a good faith effort that a policy you are applying for is meaningfully advancing toward adoption. If you are unclear on what to list, please see the examples shown in the Accelerator Guidance in the "Policy Advancement Milestones for Project Funding" section.

Upload Resolution
Ready

Upload Commitment of Match Funding
Ready

Upload Letters of Support

UNUSED MATERIAL FROM PRIOR LOI

Our proposal seeks to advance a coordinated policy framework across the Gunnison Valley to expand eligibility for building electrification and energy efficiency support beyond deed/income-restricted homes to include market-rate housing and commercial buildings. The policy will expand eligibility beyond deed/income restricted units and broaden the scope of local incentives and rebates to cover a wider range of measures, including deep energy efficiency upgrades, electrification of space and water heating, renewable energy integration, and grid-responsive technologies. Each municipality will pass their own version of a new policy as either a resolution or ordinance with specific updates to their current efforts.

Reducing building emissions remains the biggest challenge for Gunnison Valley communities in meeting their GHG emissions reduction targets. Due to natural gas dependency, extreme winter weather, and an aging building stock, building energy use makes up the greatest share of GHG emissions for Gunnison Valley communities (61% in according to the Gunnison Valley Climate Action Plan). We chose this policy approach because current programs in our region have demonstrated success in lowering energy costs and reducing emissions but are largely or solely limited to deed/income-restricted housing, leaving a large portion of the building stock, including older market-rate housing and commercial spaces without meaningful access to resources for efficiency improvements and electrification. This policy proposal to expand the scope of support will:

- *Accelerate greenhouse gas reduction by enabling a broader range of buildings to transition away from fossil fuels and adopt high-efficiency systems.*
- *Improve energy affordability and resilience by reducing utility costs for households and businesses, which is especially important given the Valley's affordable housing crisis.*
- *Promote equitable access by extending benefits to households and property owners that are not currently served but face high energy burdens.*
- *Support local economic development and address a certified contractor shortage by funding training and certifications for assessors and contractors.*
- *Include community education and engagement efforts to market assistance programs and educate community members about new technologies and cost-savings potential.*

Align with statewide goals under Colorado's greenhouse gas reduction roadmap and locally adopted climate action goals and further the Gunnison Valley's position as a leader among rural mountain communities in climate and energy policy.

Likelihood of Success

These policy efforts build upon a strong foundation of updated building codes, existing implementation programs, and support from elected officials.

Policy Support: The municipalities have already adopted updated building codes incorporating the energy efficiency and electrification-ready measures included in the 2021 International Building Codes, Colorado Model Electric-Ready Code, and Solar-Ready Code. With this proactive adoption, the municipalities have ensured that new construction will meet updated standards and provide a benchmark for upgrading existing units to meet these standards.

Program Support:

Elected Body Support: These efforts continue to enjoy support from elected officials. The City of Gunnison adopted the Gunni Cares 2030 Climate Action Plan in 2022, which calls to "improve energy efficiency of new and current residential buildings by 20% and of commercial buildings by 25%." Crested Butte's Town Council recently adopted its 2030 Climate Action Plan with stated goals to achieve a 52% reduction in total community greenhouse gas emissions and a 59% reduction in per-capita emissions by 2030, using 2022 levels as the baseline. The plan includes specific implementation measures for reducing building energy usage and GHG emissions (pages 17-21). Mt. Crested Butte has incorporated sustainability goals into its 2023 Master Plan and is in the process of developing a climate action plan with GHG emissions reduction targets.

New Policy Adoption: Experienced consultants will be brought on to conduct a comprehensive review of both existing policies and programming utilizing energy assessment, program utilization and energy monitoring data gathered in recent years; develop the final language for the new policies; and produce recommendations for the expanded assessment and retrofit programs. After completing these tasks, each of the municipalities will adopt their own policy through a resolution or ordinance.

Policy Ambition

Our proposed policies advance well beyond Colorado's minimum state building and energy standards by both broadening eligibility for support and accelerating the timeline for adopting advanced building performance measures. At the state level, Colorado requires local governments to adopt at least the 2021 International Energy Conservation Code (IECC) or equivalent with electric-ready and solar-ready provisions during their next code cycle. While this is an important baseline, our policies would go further by:

- Expanding Eligibility Beyond Deed-Restricted Housing: Current state (CARE, Energy Smart Colorado) and local incentive programs (GreenDeed) focus on income-restricted/deed-restricted housing. The new policies will expand access to all housing types and to commercial buildings to expand the share of the building stock eligible for energy efficiency and electrification upgrades.
- Targeting Existing Building Stock: While the state's minimum building standards cover new construction, this policy proposal will direct resources to existing buildings to expand the scope of energy efficiency and GHG emissions reduction implementation work. While these policies will not mandate updated standards for

existing buildings, they open up eligibility for program resources to in effect drive additional building upgrades beyond new buildings.

- Exploring Advanced Technologies: Through the assessment of existing programming, the municipalities aim to expand the availability of resources for advanced building technologies that go beyond baseline standards in both local and state codes. These could include air-source heat pumps, heat pump water heaters with advanced grid-ready controls, induction cooking appliances, advanced building insulation assemblies, grid-interactive technologies, and on-site energy generation and storage systems.

How Will You Show Policy Advancement?

Project staff will continue to document the number of households reached with rebate and retrofit resources, and will further track deed/income-restricted vs. market rate units and document specific work completed at each unit to provide the quantitative data needed to assess pre- and post-policy implementation results. The municipalities aim to show more households reached and a greater range of building retrofit projects completed post-policy implementation. By assigning GHG emissions reduction estimates to each intervention completed, the municipalities also aim to show greater emissions reduction post policy implementation.

Policy Alignment

We are applying for policy and project funding in the same sector. The project directly supports the implementation of the proposed policies by providing the funding and contractor capacity assistance needed to fund and complete building retrofits. The updated policies alone will not be enough to meaningfully expand project reach beyond its existing scope. In order to increase the number of building retrofits completed per year, the municipalities will use project funding to conduct an assessment of existing programs to gauge cost-effectiveness, and then fund a pilot expansion of retrofitting support beyond income and deed-restricted homes.

Instructions: Please make a copy (File>Make a copy), and rename the sheet 'Jurisdiction Name': Accelerator Budget Form. Download the sheet as an Excel file (File>Download>Microsoft Excel) and email to ceo_impactaccelerator@state.co.us with the subject 'Jurisdiction Name': Accelerator

	Constrained Budget (around 25% of Standard Budget)					Standard Budget (up to $2 million)					Vision Budget (over Standard Budget /Up to $5 million)				
Task and Description *This should align with the tasks that you submitted in your LOI (or provide more detail if necessary). E.g. Task 1: Hire a consultant to complete engineering and design for 5 miles of bike lanes.*	**Contractors (Consultants, etc.)**	**Staff (Payroll and Fringe)**	**Equipment (If any)**	**Other Costs (e.g. rebates, workshops, etc.)**	**Constrained Budget Task Totals**	**Contractors (Consultants, etc.)**	**Staff (Payroll and Fringe)**	**Equipment (If any)**	**Other Costs (e.g. rebates, workshops, etc.)**	**Standard Budget Task Totals**	**Contractors (Consultants, etc.)**	**Staff (Payroll and Fringe)**	**Equipment (If any)**	**Other Costs (e.g. rebates, workshops, etc.)**	**Vision Budget Task Totals**
Task 1 - Waste Marketing, Outreach, and Education: Building off the C3 Feasibility study and the adopted Waste Ordinance, hire a contractor to conduct additional surveying, interviewing, outreach, and marketing to build familiarity with the new plastic prohibition.	$50,000	$0	$0	$0	$50,000	$50,000	$0	$0	$0	$50,000	$0	$0	$0	$50,000	$50,000
Task 2 - Compostable Materials Group Purchase: purchase compostable materials for distribution to local businesses to pilot expanded composting efforts.	$0	$0	$0	$30,000	$30,000	$0	$0	$0	$30,000	$30,000	$0	$0	$0	$30,000	$30,000
Task 3 - Compost Bins: purchase solar-powered smart compost bins to expand compost collection beyond the current single drop-off site.	$0	$0	$60,000	$0	$60,000	$0	$0	$60,000	$0	$60,000	$0	$0	$60,000	$0	$60,000
Task 4 - Buildings Rebates and Incentives Programming Administrative Capacity: hire a contractor to assist Housing staff in administering the expanded retrofit programs, developing new eligibility criteria, and determining additional eligible technologies	$150,000	$0	$0	$0	$150,000	$150,000	$0	$0	$0	$150,000	$150,000	$0	$0	$0	$150,000
Task 5 – Home Assessments: fund additional home energy assessments.	$40,000	$0	$0	$0	$40,000	$80,000	$0	$0	$0	$80,000	$120,000	$0	$0	$0	$120,000
Task 6 – Energy Efficiency and Electrification Rebates: provide funding for the expanded electrification and energy efficiency retrofits.	$0	$0	$0	$400,000	$400,000	$0	$0	$0	$800,000	$800,000	$0	$0	$0	$1,000,000	$1,000,000
Task 7 – Buildings Community Outreach: hire a consultant to conduct a public outreach campaign through surveys and in-person tabling to solicit qualitative community feedback on limitations of existing programming and needs, and targeted outreach to builders to encourage adoption of energy efficiency and electrification measures into construction plans.	$50,000	$0	$0	$0	$50,000	$50,000	$0	$0	$0	$50,000	$50,000	$0	$0	$0	$50,000
Task 8 – Workforce Development: fund training for additional BPI Energy Analysts, commercial property assessors, and weatherization contractors to expand local workforce.	$100,000	$0	$0	$0	$100,000	$100,000	$0	$0	$0	$100,000	$100,000	$0	$0	$0	$100,000
TASK TOTAL	$390,000	$0	$60,000	$430,000	$880,000	$430,000	$0	$60,000	$830,000	$1,320,000	$420,000	$0	$60,000	$1,080,000	$1,560,000

Other Costs	**Amount ($)**	**Notes**	**Amount ($)**	**Notes**	**Amount ($)**	**Notes**
Staff Supplies (if any)		Computers for full-time staff, printing, translation	$0	Computers for full-time staff, printing, translation services,	$0	Computers for full-time staff, printing, translation services,
Staff Travel (if any)		Any staff travel that is necessary for the grant (does not	$0	Any staff travel that is necessary for the grant (does not	$0	Any staff travel that is necessary for the grant (does not
Staff Payroll Total		Total staff payroll costs based on hourly and full-time employees.	$0	Total staff payroll costs based on hourly and full-time employees.	$0	Total staff payroll costs based on hourly and full-time employees.
Staff Fringe Benefits		Staff fringe benefits (i.e. health benefits, retirement, PTO, etc). Staff Fringe Benefits (B19) and Staff Payroll Total (B18) should add up to the total in cell C13.	$0	Staff fringe benefits (i.e. health benefits, retirement, PTO, etc). Staff Fringe Benefits (B19) and Staff Payroll Total (B18) should add up to the total in cell C13.	$0	Staff fringe benefits (i.e. health benefits, retirement, PTO, etc). Staff Fringe Benefits (B19) and Staff Payroll Total (B18) should add up to the total in cell C13.
Indirect Costs		Indirect costs are 15% (the de minimus rate) of modified	$0	Indirect costs are 15% (the de minimus rate) of modified	$0	Indirect costs are 15% (the de minimus rate) of modified

TOTAL FUNDING REQUEST	**$880,000**	**$1,320,000**	**$1,560,000**

Additional Budget Notes	**Constrained Budget Notes:**	**Standard Budget Notes:**	**Vision Budget Notes:**
		Conduct waste outreach and education, purchase compost bins, develop updated buildings rebates and incentives programming, add administrative capacity, fund additional home assessments and retrofits, conduct community outreach to further identify barriers and expand education, and train local contractors to increase local worker availability.	Additional funding for home assessments and retrofits to increase the number of housing units reached and implement high-cost but higher-impact interventions

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement: Magellan Strategies

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is the contract to perform survey work for the County.

Fiscal Impact: 16,500

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/9/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/9/2026 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

GUNNISON COUNTY AGREEMENT FOR PROFESSIONAL SERVICES WITH MAGELLAN STRATEGIES

This Contract, entered into this _____TH day of February _____, 2026, by and between Gunnison County, Colorado, a political subdivision of the State of Colorado, through its Board of County Commissioners ("County" herein), and Magellan Strategies, an S-Corporation registered in the State of Colorado, with an office located at 4800 Aspen Creek Drive, Broomfield, CO, 80023, ("Contractor" herein):

In consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The Contractor shall perform the work set forth on the attached Exhibit "A", incorporated herein by this reference.

2. The total amount of the Contract shall not exceed $16,500. The Contractor shall be paid in accordance with the fee schedule set forth on the attached Exhibit "B", incorporated herein by this reference. To receive payment, the Contractor must submit invoices for work completed. Both parties agree that payments pursuant to the Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the County may terminate this Contract immediately without further liability.

3. Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from the County. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the County is Matthew Birnie unless otherwise designated in writing.

4. The Contract Administrator for the Contractor is David Flaherty.

5. The term of this Contract shall be from 01/01/2026 to 7/31/2026 (or as extended herein).

6. Contractor shall provide the insurance bonds and indemnities required in the attached Exhibit "C", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of the Contractor.

7. Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

Upon termination or expiration of this Contract, Contractor shall immediately cease service work, and deliver to County all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.

8. This Contract is subject to immediate termination by the County in the event the County determines, in its sole discretion, that the health, safety, or welfare of persons receiving services hereunder may be in jeopardy by Contractor continuing to provide the services hereunder. Additionally, the County may immediately terminate this Contract upon verifying that Contractor has engaged in or is about to participate in fraudulent acts.

9. This Contract is subject to all terms and conditions set forth in the attached Exhibit "D", Standard Terms and Conditions, incorporated herein by this reference.

COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

CONTRACTOR
MAGELLAN STRATEGIES

By: _____
David Flaherty, CEO

EXHIBIT A

Magellan Strategies will manage a statistically accurate and demographically representative voter opinion survey of 500 Gunnison County residents and voters. The survey will include questions measuring opinions on the following topics and subject areas:

- Measure opinions of the county's public works department, including job approval, image rating, and service satisfaction levels.
- Measure opinions of the county's road conditions (using maps for clarification).
- Measure opinions of the county being fiscally responsible and spending taxpayer money wisely.
- Measure voter support and opposition for a potential sales tax ballot measure to create a dedicated funding source for county road maintenance and repairs.
- Educate and inform county residents and voters of the reasons why the ballot measure is being considered, including the $38 million road maintenance backlog.
- Educate and inform voters of the road project priority list and how every penny will be allocated.
- Measure changes in voter support and opposition after being informed of the reasons why the ballot measure is being considered.

Additionally, the survey will include open-ended, verbatim questions, providing respondents multiple opportunities to share their honest thoughts and opinions.

After the survey data collection is completed, Magellan Strategies will deliver the following:

- A topline document showing the total responses for each question.
- Response data in crosstab format, showing responses to each question by resident and voter population subgroup.
- An in-depth PowerPoint presentation that summarizes key insights and findings. Additionally, responses to each question by significant subgroups of the voting population.
- Anonymized responses to each open-ended verbatim question with generic demographic data (gender, age group, party affiliation, time in county, etc.)

Magellan Strategies staff will also be available for all work meetings or public hearings in working session to present the survey results.

EXHIBIT B

Not to Exceed Survey Pricing

500 Interviews, up to 35 questions.....$16,500

EXHIBIT C
GUNNISON COUNTY
PROFESSIONAL SERVICES AGREEMENT
INSURANCE REQUIREMENTS

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by County's Contract Administrator.

2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to County, with a copy to County's Contract Administrator, immediately upon request.

3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice, County and County's Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.

4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which Gunnison County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, *et seq.*, C.R.S., as amended.

5. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless County grants specific approval for an exception.

6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workers' Compensation and Employer's Liability, including Occupational Disease Coverage, in accordance with the scope and limits as required by the State of Colorado.

B. Comprehensive General Liability Insurance or the equivalent in an amount no less than One Million and No/100 U.S. Dollars ($1,000,000.00) for injury to one person in any single occurrence; and no less than Two Million U.S. Dollars ($2,000,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). In addition, Contractor must either:

1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract.

OR

2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

C. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION ($1,000,000) combined single limit per accident; and no less than Two Million and No/100 U.S. Dollars ($2,000,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

D. PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION ($1,000,000) per claim, and ONE MILLION ($1,000,000) aggregate.

7. The policies required by paragraph (B) above shall be endorsed to specify; "Gunnison County, their officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACORD 25-S" form.

8. Depending on the nature and scope of the services to be provided under this Contract, additional insurance requirements may be specified by County. Items listed below, which have been marked with an "X" are required of Contractor by County as a condition of this Contract. Contractor initial, placed by the corresponding "X", shall acknowledge the Contractor compliance in meeting the specific insurance requirement(s).

Your Initial	X (if applicable)	
____	___	EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION ($1,000,000) per occurrence/ONE MILLION ($1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.
____	___	BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.
____	___	BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.
____	___	Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."

EXHIBIT D
GUNNISON COUNTY
PROFESSIONAL SERVICES AGREEMENT
STANDARD CONDITIONS

1. Any other work, materials, equipment, or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.

2. Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.

3. In the performance of work under this Contract, Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and details of its work, County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.

4. Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

5. This is a personal services contract on the part of Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Contract without the prior express written consent of County shall render the Contract null and void with respect to the attempted assignee.

6. County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

7. County, or its designee, may, at reasonable times, during the term of this Contract or for

two years after its termination or expiration, audit Contractor's books with regard to this Contract, and Contractor shall retain its books and records for the required period.

8. This is not an exclusive Contract. County may, at its sole discretion, contract with other entities for work similar to that to be performed by Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.

9. This Contract is and shall be deemed to be performable in the County of Gunnison, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Gunnison, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the substantially prevailing party for costs and reasonable attorney's fees.

10. Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by Contractor as confidential and will not be revealed to other persons, firms or organizations.

11. (**This paragraph applies if the work performed is a "public work"**): In discharge of this Contract, Contractor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.

12. This Contract constitutes the entire agreement of the parties, and it supersedes all prior written or verbal agreements or understandings between the parties concerning the subject matter of this Contract. This Contract may only be amended or modified by a written agreement signed by each party and approved in the same manner as the original Contract.

13. Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Contract and that Contractor has taken all steps necessary that the signature is binding upon Contractor.

14. The provisions of this Contract shall be severable, and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by County if Contractor fails to perform or comply as required.

15. (*For Contracts which may be extended*): CONTRACTOR MUST INITIAL: _____. Contractor grants to County the right to extend the term of this Contract for five consecutive, one year periods. All other terms and conditions of the Contract shall remain as written. Extension of the Contract shall be at County's sole and unfettered discretion.

16. Contractor shall, to the extent permitted by law, indemnify, save, and hold harmless County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of action of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to County under this paragraph include claims against the County by Contractor's employees whether or not such claim is covered by workers' compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend County as herein provided, and such obligation exists even if the claim is fraudulent or groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended.

17. Conformance with Law: Contractor shall at all times during the performance period strictly adhere to all applicable federal, state and local laws and implementing regulations as they currently exist and may hereafter be amended, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract.

18. Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, Contractor may copyright such, but County reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

19. Force Majeure: Neither Contractor nor County shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, pandemic or epidemic, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Impact Assistance Grant Application; Colorado Park

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Parks and Wildlife

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Colorado Parks and Wildlife Impact Assistance Grant for payment in lieu of taxes

Fiscal Impact:

Submitted by: Vicki Hildreth **Submitter's Email Address:** vhildreth@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 2/6/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/9/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/9/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

Gunnison County Assessor's Office

Memo

To: Holly Perry

From: Vicki Hildreth

Date: February 4, 2026

Re: Colorado Parks and Wildlife - Impact Assistance Grant Application

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Attached please find the Impact Assistance Grant Application to be submitted to Colorado Parks and Wildlife (CPW). **The application requires one County Commissioner name and signature. This application must be received by Colorado Parks and Wildlife by March 6th, 2026.** Applications received after this date will not be processed.

Email submission is preferred; send the completed and signed application to: krista.frank@state.co.us

While mail applications are accepted, email notice is required, and electronic files should be included if at all possible. Applications may be mailed (with email notice) to:

Colorado Parks and Wildlife
Real Estate Section
6060 Broadway Denver, CO 80216
Attn: Krista Frank, IAG Application

Once the signed original application has been submitted to CPW, please return a copy of the signed application to both the Assessor's Office and the Treasurer's Office.

Complete information about this application can be found at:

https://cpw.state.co.us/impact-assistance-grants

Here are some of the specifics about the application:

The following information is required for the application to be accepted by the CPW:

1) *On the Cover Page:*
   a) *Date*
   b) *One County Commissioner name & signature*
   c) *Name and Email address of person filling out the application*
2) *On the Application pages:*
   a) *Parcel(s)/Schedule(s) #'s*
   b) *Assessed Value Per Acre*
   c) *Mill Levies*

COVER PAGE

Colorado Parks and Wildlife
Impact Assistance Grant Application
Authorized by C.R.S. §30-25-301 & 302, As Amended

County Gunnison

Tax Year 2025

Date 2/4/2026

	Acres	Amount Requested
State Parks	N/A	N/A
State Wildlife Areas	16789	$21,241.13
TOTALS	**16789**	**$21,241.13**

County Commissioner:

Signature

Printed Name

Name & email address of person responsible for completing application

Vicki Hildreth, Admin. Deputy Assessor, vhildreth@gunnisoncounty.org

Impact Assistance Grant Application Form - WILDLIFE

County: Gunnison

Tax Year: 2025

WILDLIFE Parcel(s)/Schedule#(s): R074847, R045547

Tax Area: 100

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated				$0.00
				$0.00
				$0.00
				$0.00
Irrigated Meadow	2	R074847	$110.00	$220.00
	14	R045547	$110.00	$1,540.00
				$0.00
				$0.00
Dry Farm				$0.00
				$0.00
				$0.00
				$0.00
Grazing				$0.00
				$0.00
				$0.00
				$0.00
Forest Ag				$0.00
				$0.00
				$0.00
				$0.00
Waste				$0.00
				$0.00
				$0.00
				$0.00
Total Acres	**16**		Combined Total	$1,760.00

Total Mill Levy for this Taxing Area: 50.65000000

Total WILDLIFE Amount Requested for this Taxing Area: $89.14

Impact Assistance Grant Application Form - WILDLIFE

County: Gunnison

Tax Year: 2025

WILDLIFE Parcel(s)/Schedule#(s): R004142, R004196, R014482

Tax Area: 400

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated				$0.00
				$0.00
Irrigated Meadow				$0.00
				$0.00
				$0.00
Dry Farm				$0.00
Grazing	1		$30.00	$30.00
	2		$30.00	$60.00
				$0.00
				$0.00
Forest Ag				$0.00
				$0.00
Waste	2		$10.00	$20.00
				$0.00
Total Acres	**5**		Combined Total	$110.00

Total Mill Levy for this Taxing Area: 63.76600000

Total WILDLIFE Amount Requested for this Taxing Area: $7.01

Impact Assistance Grant Application Form - WILDLIFE

County: Gunnison

Tax Year: 2025

WILDLIFE Parcel(s)/Schedule#(s): R032643; R009654; R007138; R007139; R032617; R030914; R007292; R032826; R032827; R030917; R030916; R007246; R025285; R009667; R007105; R008369; R043520; R045546; R007385; R043713; R042903; R030551 (3701-000-00-140) R009669, R031623

Tax Area: 601

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated Meadow	135		$110.00	$14,850.00
	376		$80.00	$30,080.00
	295		$60.00	$17,700.00
	204		$110.00	$22,440.00
	4		$110.00	$440.00
	3		$60.00	$180.00
	180		$110.00	$19,800.00
	57		$60.00	$3,420.00
	237		$110.00	$26,070.00
	43		$110.00	$4,730.00
Grazing	10589		$20.00	$211,780.00
	1097		$10.00	$10,970.00
	142		$20.00	$2,840.00
	959		$10.00	$9,590.00
	171		$20.00	$3,420.00
	684		$20.00	$13,680.00
	546		$10.00	$5,460.00
	2		$10.00	$20.00
	160		$20.00	$3,200.00
	160		$10.00	$1,600.00
	143		$10.00	$1,430.00
	10		$10.00	$100.00
	3		$20.00	$60.00
	15		$10.00	$150.00
	40		$10.00	$400.00
	40		$10.00	$400.00
Waste	138		$10.00	$1,380.00
	14		$10.00	$140.00
	23		$10.00	$230.00
Total Acres	**16470**		Combined Total	$406,560.00

Total Mill Levy for this Taxing Area: 51.29600000

Total WILDLIFE Amount Requested for this Taxing Area: $20,854.90

Impact Assistance Grant Application Form - WILDLIFE

County: Gunnison

Tax Year: 2025

WILDLIFE Parcel(s)/Schedule#(s): R030915

Tax Area: 609

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated				$0.00
				$0.00
				$0.00
				$0.00
Irrigated Meadow				$0.00
				$0.00
				$0.00
				$0.00
Dry Farm				$0.00
				$0.00
				$0.00
				$0.00
Grazing	238	R030915	$20.00	$4,760.00
				$0.00
				$0.00
				$0.00
Forest Ag				$0.00
				$0.00
				$0.00
				$0.00
Waste				$0.00
				$0.00
				$0.00
				$0.00
Total Acres	**238**		Combined Total	$4,760.00

Total Mill Levy for this Taxing Area: 49.39200000

Total WILDLIFE Amount Requested for this Taxing Area: $235.11

Impact Assistance Grant Application Form - WILDLIFE

County: Gunnison

Tax Year: 2025

WILDLIFE Parcel(s)/Schedule#(s): R015677, R014082, R014379

Tax Area: 617

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated				$0.00
				$0.00
				$0.00
				$0.00
Irrigated Meadow				$0.00
				$0.00
				$0.00
				$0.00
Dry Farm				$0.00
				$0.00
				$0.00
				$0.00
Grazing	1		$30.00	$30.00
	17		$30.00	$510.00
				$0.00
				$0.00
Forest Ag				$0.00
				$0.00
				$0.00
				$0.00
Waste	42		$10.00	$420.00
				$0.00
				$0.00
				$0.00
Total Acres	**60**		Combined Total	$960.00

Total Mill Levy for this Taxing Area: 57.26100000

Total WILDLIFE Amount Requested for this Taxing Area: $54.97

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Pertaining to Open Fire Bans and the I

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This resolution allows the Sheriff to enact, enforce, and rescind fire restrictions based on established fire restriction evaluation guidelines and collaboration with local, state, and federal fire and land management agencies.

Fiscal Impact: N/a

Submitted by: Lisa Bickford **Submitter's Email Address:** Lbickford@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/9/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/9/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2026-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO PERTAINING TO OPEN FIRE BANS AND THE IMPOSITION OF FIRE RESTRICTION STAGES AND EXEMPTIONS

WHEREAS, the Board of County Commissioners of Gunnison County ("Board"), pursuant to C.R.S. §§ 30-11-101(2) and 30-15-401, *et seq.* has the general enabling power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote the health and welfare of the residents and visitors of Gunnison County ("County"); and

WHEREAS, the Board may adopt ordinances to ban open fires and impose fire restriction stages within those portions of the unincorporated areas of the County where the danger of forest or grass fires is found to be high, pursuant to C.R.S. § 30-15-401(1)(n.5); and

WHEREAS, the Board is authorized to prohibit the sale, use, and possession of fireworks, including permissible fireworks, within those portions of the unincorporated areas of the County, pursuant to C.R.S. § 30-15-401(1)(n.7); and

WHEREAS, the Board passed Ordinance Nos. 8a, 14, 16, and 20 relating to fire bans and fire restrictions, including penalties for the violation of those Ordinances; and

WHEREAS, the Board acknowledges that from time-to-time fire conditions resulting from extended hot, dry and windy weather in the area make it prudent to impose restrictions on open fires, open burning and sale, use and possession of fireworks in order to reduce the danger of wildfire in the unincorporated areas of the County; and

WHEREAS, the Board specifically finds that in certain high fire-danger conditions such restrictions are in the best interests of the residents and visitors of the County in order to preserve the health, safety and welfare of the residents and visitors; and

WHEREAS, the Gunnison County Sheriff ("Sheriff") is authorized pursuant to C.R.S. §§ 30-10-512 and 30-10-513 to act as fire warden of the County and is responsible for coordination of fire suppression efforts in case of prairie, forest or wildland fires or wildfires occurring in unincorporated areas of the County outside the boundaries of a fire protection district or that exceed the capabilities of the fire protection district to control; and

WHEREAS, the Board believes that the Sheriff, as fire warden, is the appropriate person, using their expertise and discretion along with established fire restriction evaluation guidelines, and in consultation with local Fire Chiefs, State and Federal land management agencies, and State and Federal fire suppression authorities, to determine whether a restriction of open fires, open burning and use of fireworks should be implemented or elevated in times of extreme fire danger or suspended during times of decreased fire danger;

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

1. The Sheriff or their designee shall have the authority, in collaboration with local Fire Chiefs, State and Federal land management agencies, and State and Federal fire suppression authorities to declare Stage I or Stage II Restrictions regarding open fire, open burning or the sale, use or possession of fireworks, whenever the danger of forest

or grass fires is found to be high and without the need for further proceedings or resolution ("Restrictions"). The Sheriff or their designee shall also have the authority to rescind those Restrictions when he or she determines it is appropriate considering the current fire danger.

a. Stage I Restrictions shall allow the Sheriff to impose the following prohibitions:

    i. Building, maintaining, attending or using a fire, campfire or stove fire, including but not limited to agricultural and the burning of trash or debris, except:

        1. Building, maintaining, attending or using a fire in constructed, permanent fire pits or fire grates within developed recreation sites;

        2. Fires fueled by gas, jellied petroleum, or pressurized liquid fuel; or

        3. Fires burned in portable chimineas, fire pits and tiki torches wholly on or within private property.

    ii. Smoking, except:

        1. within an enclosed vehicle or building; or

        2. in a developed recreation site or while stopped in an area at least three feet (3') in diameter that is barren or clear of all flammable materials.

    iii. Restrictions or prohibitions on the sale, use and possession of fireworks pursuant to C.R.S. § 30-15-401(1)(n.7).

    iv. Using explosives, including but not limited to fuses or blasting caps, model rockets, exploding targets, tracer bullets or incendiary rounds.

    v. Welding or operating acetylene or other torch with open flame except in cleared areas of at least 10 feet (10') in diameter and in possession of a chemical pressurized fire extinguisher with a minimum rating of 2A.

    vi. Operating or using internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order.

b. Stage II Restrictions shall allow the Sheriff to impose the following prohibitions:

    i. Building, maintaining, attending or using a fire, campfire or stove fire including but not limited to:

        1. Agricultural burning and the burning of trash or debris;

        2. Maintaining, attending or using a fire in constructed, permanent fire pits or fire grates within developed recreation sites;

        3. Fires fueled by gas, jellied petroleum, or pressurized liquid fuel, except that devices using pressurized liquid fuel or gas (e.g., stoves, grills or lanterns and shut-off valves are allowed when used at least three (3') or more from flammable material such as

grasses or pine needles; and

4. Fires burned in portable chimineas, fire pits and tiki torches.

ii. Smoking, except within an enclosed vehicle or building.

iii. Restrictions or prohibitions on the sale, use and possession of fireworks pursuant to C.R.S. § 30-15-401(1)(n.7).

iv. Operating a chainsaw or other equipment powered by an internal combustion engine without a USDA or SAE approved spark arrester properly installed and in effective working order, a chemical pressurized fire extinguisher with a minimum rating of 2A kept with the operator, and round point shovel with an overall length of at least 35 inches (35") readily available for use.

v. Welding, operating a torch with open flame, or any activities which generate flame or flammable material.

vi. Using explosives, including but not limited to fuses or blasting caps, model rockets, exploding targets, tracer bullets or incendiary rounds.

vii. Possessing or using a motor vehicle off established roads, motorized trails or established paring areas, except when parking in an area devoid of vegetation within ten feet (10') of the vehicle.

c. Stage Ill Restrictions may only be imposed by the Board by duly adopted Resolution or Ordinance.

2. Any declaration by the Sheriff or their designee of Restrictions shall specify the Stage level, parameters, and the duration of the Restrictions as deemed necessary and appropriate. The Sheriff or their designee shall promptly coordinate notification to the public through press release(s) to local radio and print media, as well as posting on the County Internet Website and County Sheriff's Office Facebook page. Likewise, when conditions indicate a reduction or the suspension of Restrictions, the same notification to the public shall occur.

3. No less than three (3) business days after imposing or suspending any Restriction pursuant to this Resolution, the Sheriff shall present, for ratification by the Board, a written summary of the competent evidence and recommendations that are or were the basis of the decision to impose or suspend the Restriction. Notwithstanding the above, the Sheriff will engage in all reasonable efforts to immediately notify the members of the Board, the County Manager and the County Attorney regarding the imposition, modification or lifting of any Restrictions.

4. Nothing in this Resolution shall be construed to allow the burning or combustion of any material or any burning or fire activity otherwise prohibited by law.

5. The Sheriff or their designee shall consult with various state and federal land management agencies and obtain their recommendation prior to the Sheriff imposing or suspending any Restrictions. Recommendations shall be made pursuant to Fire Restriction Evaluation Guidelines as currently used by such agencies to evaluate the indicators that predict fire danger. Upon any implementation or suspension of Restrictions, the Sheriff or their designee shall coordinate and cooperate with these agencies to enforce the Restrictions.

6. This Resolution shall be enforced by the Sheriff or their designee, through their Deputies, the Fire Chief or their designee of any fire protection district or administering agencies of the state and federal lands located therein, and they shall have authority to order any person to immediately cease any violation of this Resolution. This shall include the right to issue a penalty assessment notice and the right to take such person or persons violating this Resolution into temporary custody.

7. Pursuant to Ordinance No. 20, any person who violates this Resolution commits a civil infraction and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate offense. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, may be followed by any arresting law enforcement officer for any such violation. That penalty assessment procedure shall provide for a fine of five hundred dollars ($500.00) for each separate offense and a fine of one thousand dollars ($1,000.00) for any repeat offense by the same individual. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Resolution are subject to a surcharge of ten dollars ($10.00) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30- 15-402, as amended, or as otherwise provided by law.

8. If any section, subsection, clause or sentence of this Resolution is judged by a court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or invalidate any other provisions of this Resolution which can be given effect without the invalid provision.

9. The Board hereby finds, determines and declares that this Resolution is necessary for the immediate preservation and protection of the health, safety and welfare of the citizens of Gunnison County, Colorado because of the high danger of forest or wildland fires occurring in all unincorporated areas of the County. This Resolution shall take effect immediately upon adoption and remain in full force and effect until midnight Mountain Time, December 31, 2026 at which point this Resolution shall expire and no longer remain in effect, or until rescinded by subsequent Resolution or Ordinance adopted by the Board, whichever first occurs.

INTRODUCED by Commissioner _____, seconded

by Commissioner _____, and adopted this

_____ day of _____ 2026.

BOARD OF COUNTY COMMISSIONERSOF 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: Acknowledgment of County Manager's Approval; 2026-

Action Requested: Other review

Parties to the Agreement: National Environmental Health Association

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This grant will provide $7500 in training for Jenn Chavez and Nicole Stone to support the Consumer Protection Program Standards

Fiscal Impact: 7500

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/9/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/9/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

2026-27 Track 3 One-Year Optional Add-On
GRANT APPLICATION

Organization: Gunnison County DHHS
Grant ID: R-202601-07487
Status: Draft

Amount Requested: $7,500.00
Start Date: April 1, 2026
End Date: March 31, 2027

APPLICATION FORM INSTRUCTIONS
When the form is not already open for edits, select **EDIT** at the top of the form to open for editing.

Form does not autosave. Select **Save** at the bottom after completing each section. To continue working, select **Edit** at the top of the form to continue editing.

When you are finished, select **Save,** and then **Submit** at the bottom of the form.

ORGANIZATIONAL INFORMATION

Organization: **Gunnison County DHHS**
Regulatory Jurisdiction: Local

Select and Confirm Primary Contact
Using the two fields above, select and confirm the **Project Point of Contact** name, which is pulled from your organizational record.

Project Point of Contact (PPOC)
The **PPOC** is the person in your organization who should be contacted regarding questions about your application. Please confirm your PPOC twice in the fields above.

Name:	Elizabeth Holena
Email:	elizabeth.holena@state.co.us
Phone:	9706424665

Authorizing Official Verification
The **Authorizing Official** is the person in your organization who provides supervisory oversight for this grant opportunity (often an organization's Financial or Grants Management Official). Below is the **Authorizing Official** contact information we have on record for your organization. Please verify below whether this information is current and correct.

Authorizing Official (AO):	Joni Reynolds
AO Title:	Executive Director
AO Phone:	9706413244
AO Email Address:	jreynolds@gunnisoncounty.org

The information displayed above is current and correct for both the **Project Point of Contact** and the **Authorizing Official**.

Yes / No: Yes

Respond to the question below to see if you are eligible to apply for the Track 3 One-Year Optional Add-On Grant.

Does your jurisdiction have an open Track 3 Maintenance & Advancement Base Grant?
Yes / No: Yes

Congratulations! Based on your answer to the eligibility question, you are eligible to apply for a Track 3 One-Year Optional Add-On Grant.

TRACK 3 ONE-YEAR OPTIONAL ADD-ON GRANT APPLICATION

Mentee Optional Add-On
Participation in the RPS Mentorship Program

As part of your one-year project, would you like to apply to be a Mentee, which allows you to add an additional fixed amount of $10,000 to your annual project budget?

If approved, you will be matched with a Mentor jurisdiction who can help with all aspects of your project and advise you on best practices for conforming with the Retail Program Standards.

Mentees will be expected to meet three specific deliverables to receive the full $10,000 Fixed Award. Please see the current grant year Application Guidance for details.

Please note: If you would like to apply to be a Mentor for GY 2026-27 instead of applying to be a Mentee, select "No" in this section and submit a separate Mentorship / Mentor Optional Add-On application.

Yes / No: No

Training Optional Add-On
Support for Retail Food Safety Training

As part of your one-year project, would you like to request funding to attend in-person GY 2026-27 Retail Food Training Courses, Workshops, or Conferences?

Funding can be used to support attendance at events scheduled between April 1, 2026 and March 31, 2027. The Training Optional Add-On allows you to add an additional amount of up to $7,500 to your annual project budget.

Yes / No: Yes

Requested Training Courses, Workshops, and Conferences
Please select all of the listed in-person Retail Food Training Courses, Workshops, or Conferences that will be part of your funding request. To select one or more courses, click on each one you would like to attend (you can move one or several courses at a time) and then use the arrow keys to move selected course(s) from the left box to the right box.

For each training option selected, use the fields that are exposed to provide information on all of the in-person Retail Food Training that will be part of your funding request of up to $7,500. Additionally, be sure to add details in the Budget Worksheet and Justification section of this application.

Please be as specific as possible regarding your training plans, although we understand that specifics for some courses (including course names, locations and dates) may not yet be available, and that your 2026-27 training plans could change. Please provide the best estimates for your projected training plans at this time, however, adding "To Be Determined" or "TBD" in fields for which information cannot yet be confirmed. Updates will be allowable during the grant year if your grant is approved to include Training funds.

For the most up-to-date information regarding eligible Retail Food Training Courses, Workshops, or Conferences planned for the 2026-27 Grant Year, visit the following webpage on the NEHA-FDA RFFM Grant Program site: www.neha.org/retail-grants-training-options

Training Courses: NEHA Annual Educational Conference, Regional Conferences or Seminars, Other Retail Food Conferences or Training

NEHA AEC

NEHA AEC Location and Dates
Please enter the location and dates for the NEHA Annual Educational Conference that is included in your funding request.

Kansas City, MO
8/3/26-8/6/2026

NEHA AEC # of Personnel
Please enter the total number of staff members who are part of your funding request for NEHA Annual Educational Conference attendance.

# of Personnel: 1

NEHA AEC Personnel Names and Titles
Please enter the name and job title for each person who will be covered by your funding request for NEHA Annual Educational Conference attendance.

Nicole Stone

Regional Conferences or Seminars

REGIONAL Name, Location and Dates
Please enter the name, location and dates for all of the Regional Conferences or Seminars included in your funding request.

CEHA
Denver, CO
9/21/26-9/24/2026

REGIONAL # of Personnel
Please enter the total number of staff members who are part of your funding request for Regional Conference or Seminar attendance.

# of Personnel: 1

REGIONAL Personnel Names and Titles
Please enter the name and job title for each person who will be covered by your funding request for Regional Conference or Seminar attendance.

Jenn Chavez

Other Conferences or Trainings (with a significant Retail Food Safety Focus)

OTHER Name, Location and Dates
Please enter the name, location and dates for all of the Other Trainings, Conferences or Seminars included in your funding request.

Risk Based Class through CDPHE-Location, TBD, likely Denver CO
Dates: TBD

Plan Review Classes through CDPHE-Location TBD, likely Denver CO
Dates: TBD

OTHER # of Personnel
Please enter the total number of staff members who are part of your funding request for Other Training, Conference or Seminar attendance.

# of Personnel: 2

OTHER Personnel Names and Titles
Please enter the name and job title for each person who will be covered by your funding request for Other Training, Conference or Seminar attendance.

Jenn Chavez
Nicole Stone

Overall Project Information

Track 3 One-Year Optional Add On Project Title: Gunnison County Retail Food Standards

Project Summary
Please provide a brief description of your one-year Track 3 project, including all selected outcomes and add-ons, which could include:

1. **Mentee Optional Add-On**
2. **Training Optional Add-On**

The intention of the Training Optional Add-on is to provide the resources, tools and skills required to implement and maintain Retail Food program performance and National Voluntary Standards progress. Funding will support the travel costs of two consumer protection specialists to attend a diverse spectrum of trainings both instate and out of state. Information and education obtained from all trainings will be shared amongst the team if one or the inspectors isn't in attendance of that particular training.

Project Lead
Please provide the Name and Title of your overall Project Lead(s) for your proposed project. **DO NOT enter any additional information here - qualifications and roles will be entered below in the Project Team Qualifications field.**

Elizabeth Holena Program Manager

Project Support Team
Please provide the Names and Titles of additional members of your proposed project team. **DO NOT enter any additional information here - qualifications and roles will be entered below in the Project Team - Roles and Qualifications field.**

Jenn Chavez: Standardized Food Inspector
Nicole Stone: Standardized Food Inspector

Project Team - Roles, Qualifications and Experience, and Contributions
For each project team member, please enter their name, a brief description of their specific project role, their qualifications and experience, and how they will contribute to the success of the project.

Be sure to include information for the Project Lead, Project Support Team members, key contractors, and any other project personnel necessary for project success.

Elizabeth Holena, Jenn Chavez, and Nicole Stone are full time employees of Gunnison County Department of Health and Human Services(GCDHHS). Elizabeth Holena has been with DHHS for over 14 years, writing, implementing and managing local and state grants in the community. Jenn Chavez has been the county's lead standardized retail food inspector for the past 8 years. Jenn is a highly skilled inspector who has built numerous relationships within the community, helping the industry identify risks and working collaboratively around risk mitigation. Nicole Stone is a highly skilled inspector and has worked for the county for 6 years. Nicole has worked diligently in the community to identify risk associated with temporary events and mobile licenses and has built many collaborative relationships with business owners. Nicole has extensive experience as GCDHHS PIO and is in a unique position to integrate her skillset with PIO to enhance and progress program standards. Elizabeth Holena will be the project lead in collaboration with Jenn Chavez and Nicole Stone.

Project Start Date:
Must be a date between April 1, 2026 and March 31, 2027.
Start Date: 4/1/2026

Project End Date
Must be a date between April 1, 2026 and March 31, 2027.
End Date: 3/31/2027

Project Implementation Plan (PIP)

Your Project Implementation Plan should take into account all of the selected add-ons of your one-year project, which could include:

1. **Mentee Optional Add-On**
2. **Training Optional Add-On**

Please Complete All Of The Following Project Implementation Plan (PIP) Fields

Action Steps / Tasks Required
Please use numbered Action Steps (Step 1, Step 2, Step 3, etc.) to summarize the milestones you will meet to complete all of the planned outcomes for your Track 3 One-Year Optional Add-On Grant by the end of the project period.

1. Individual consumer protection staff will identify trainings, courses and workshops available during the grant year.

2. Staff will coordinate with the finance office, supervisor and facilities to secure and arrange travel to and from trainings.

3. Staff will coordinate information sharing across trainings in the case that the other staff did not attend the same training.

4. Staff will utilize new information, skills, and tools for program implementation and standards.

5. Staff will work with NEHA for any changes during the grant cycle.

6. Staff will use training to Maintain Standard 1 by continuing the adoption of the uniform regulation of industry with adoption of Food Code.

7. Staff will use training to maintain Standard 2 by continuing education and maintaining written documentation that each inspector has successfully completed the Standardization process.

8. Staff will use training to Fully meet Standard 3 by creating and implementing the last required policy for the standard(validation and verification of HACCP plans) and will have Standard 3 reviewed and audited by CDPHE, as well as verified by the FDA.

9. Staff will use Training to maintain Standard 5 by conducting a mock foodborne illness/food defense training exercise in the event that that there was not a foodborne illness or food defense investigation within the twelve-month period.

10. Staff will use training to partially achieve Standard 6, by working on written procedures that describes how compliance and enforcement tools are to be used to achieve compliance.

11. Staff will use training to maintain Standard 7 by providing two public facing outreach, one being educational outreach to operators and the other being Industry and Consumer Interaction. This may be forward facing Food Safety Brochures or Flyers, Facebook Posts, or a Foods Safety Newsletter. For Industry and Consumer Interactions, this may be minutes from a BOCC meeting or agendas from topics covered in a forum specific to food safety.

12. Staff will use training to partially achieve Standard 8 by initiating inventory of assigned and available inspection equipment.

13. Staff will use training to partially achieve Standard 9 by continuing with year three of a hybrid risk factor study.

Individual Lead(s) for Each Action Step
Please list the name(s) of the individual lead(s) who will be responsible for completing each of the

Action Steps listed above, with the goal of ensuring completion of your project plan by the end of the project period.

Elizabeth Holena will be responsible for completing each of the Action steps with support from Jenn Chavez and Nicole Stone. Supervisor will ensure frequent communication and progress is made during the grant year.

Retail Program Standards (RPS) Progress
Considering all of the Track 3 add-ons selected for your one-year project:

1. Describe how you will measure progress in the RPS;
2. Describe how you will define measurable improvement in the RPS; and
3. Directly link your project plans with progress and improvement in the RPS.

1. Progress in the RPS will be measured utilizing the Self-Assessment and Verification Audit Forms, as well as the Self-Assessment and Instructions Worksheets for each standard. Monthly meetings will track progress in each standard.

2. Measurable improvement in retail food program standards will be defined by successful advancement of a Standard from "not met" to "partially met" and from "partially met" to "fully met" within the next one-year grant cycle. Specific measurable improvements include maintaining Standard 1, 2, 5 and 7, and moving Standard 3 from partially met to "fully met". This measure includes the production of process and policy to support implementation of certain standard requirements specifically for this next year for Standard 3 and 6. Methods to measure progress include utilizing the CSIP to track progress as well as well as Health Space to track complaints, violations and foodborne illness outbreaks.

3. The project plan directly supports the achievement of standards through specific actions. Developing procedures based on HACCP principles directly links meeting Standard 3 by clarifying inspection procedures to focus on active managerial control and immediate onsite corrective actions. For Standard 6, developing written procedures that describes how compliance and enforcement tools will demonstrate progress. Training initiatives supports the development of skills required to analytically evaluate each program standard. Each action step in the project plan is correlated with maintaining, or progressing, on one of the 9 standards.

Budget Worksheet and Justification

A Budget Worksheet and a Budget Justification are only required for applicants who have selected the Training Optional Add-On. **If you have not selected the Training Optional Add-On, please skip down to the Requested Amount section.**

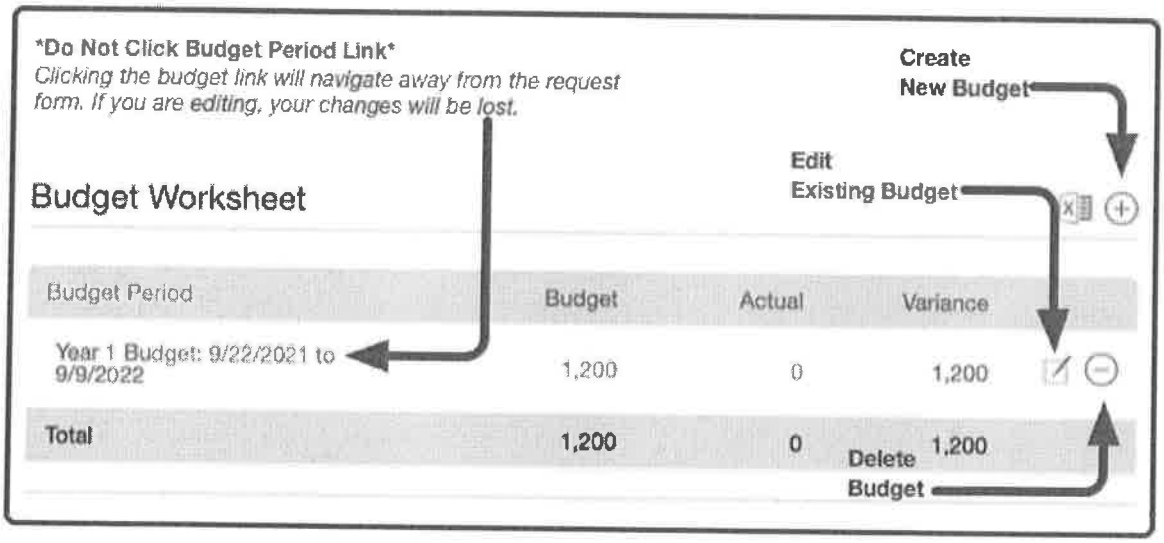
Budget Worksheet
Only for applicants who have selected the Training Optional Add-On: Use the section below to add a single Budget Worksheet with estimated costs covering all of your training requests.

Budget Worksheet Instructions
Follow the instructions below to complete a **Budget Worksheet** only if you have selected the Training Optional Add-On in this application. **If dates and locations are not yet posted for any of your selected training(s), feel free to use estimates for your Budget Worksheet.**

1. Click the ⊕ symbol to the right of the **Budget Worksheet** header to create a Budget Worksheet.
2. Enter a name for the Budget Worksheet (Example: Annual Training Request).
3. Enter a Start Date and an End Date.
4. Complete all lines needed to build your budget.
5. Click the **Save** button at the bottom right of the Budget Worksheet.
6. Click **Save** at the bottom of the application.

Once your Budget Worksheet has been added and saved:

- You can open and edit your Budget Worksheet by hitting the icon.
- You can delete the Budget Worksheet by using the ⊖ sign.
- DO NOT CLICK the link under Budget Period--clicking this link will navigate away from the request. **If you are editing the form, your changes will be lost.**



Training Optional Add-On Budget Worksheet

Budget Period	Budget	Actual
Gunnison County Retail Food Standards: 4/1/2026 to 3/31/2027	7,500	0
Total	7,500	0

Only required if the Training Optional Add-On is selected for this application.

One Budget Worksheet is required for applicants requesting Training funds.

Maximum requested amount is $7,500 for Retail Food Training Courses, Workshops, or Conferences scheduled from April 1, 2026 through March 31, 2027.

Budget Justification

If you have added a Budget Worksheet to your application, please add sufficient detail to fully explain all costs and all cost assumptions. If dates and locations are not yet posted for your selected training, feel free to use estimates. **Budget Justification information is only required for those requesting Training Optional Add-On funding.**

Budget Justification (Only Needed If Training Funds Requested):

NEHA(Nicole Stone)
Lodging: $1500
Flight: $650
Meals: $400
Baggage: $50
Transportation: $150
Registration: $865
Airport Parking: $150
$3765.00

CEHA(Jenn Chavez)
Lodging: $1500
Flight:
Meals: $370
Baggage:
Transportation: $395
Registration: $350
$2615.00

Risked Based Class CDPHE(TBD)
Lodging: $650
Meals: $320
Transportation: $150
$1120.00

Requested Amount

Please enter the total Requested Amount for your one-year project period. Your Requested Amount should include:

- If selected, **$10,000** to be a Mentee (Optional, Fixed Award).
- If selected, **up to $7,500** for Training (Optional, Budget Worksheet Required).

Your Requested Amount must be between **$1,000** (minimum training request) and **$17,500** (if all options are selected at the maximum funding levels).

Requested Amount: $7,500.00

Once you have entered your Requested Amount, select **Save** at the bottom of the form.

When you have checked all of your entries and are ready to submit your application, select **Submit** and follow the instructions on the screen. If there are any error messages when you try to submit, this is often an indication that one or more required fields have not been completed. Please review your application and make any corrections identified, and again hit **Save** and then **Submit**.

After you receive the message saying that your submission has been successful, refresh your

browser and verify that your application has moved to the "Submitted Applications" section on the left menu. Note that it may take a minute or two for the site to reindex.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Gunnison Conservation Distri

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Gunnison Conservation District Aid Agreement for 2026

Fiscal Impact: 10,000

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/12/2026 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

COUNTY AID AGREEMENT

Project Title: GUNNISON CONSERVATION DISTRICT

Award Period: **JANUARY 1, 2026 TO DECEMBER 31, 2026**

Award: $10,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County") 200 E Virginia Ave

Address: Gunnison CO 81230

Telephone: (970)641-0248
Facsimile: (970)641-3061

RECIPIENT: **Gunnison Conservation District**
Address: **210 W Spencer Ave STE A**
Gunnison, Colorado 81230

Contact Name: District Manager
Telephone: (970)596-7317
Email: gunnisoncd2006@gmail.com
DanielZadra, President
(970)901-5227
zadrafamily@pcrs.net,

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Ten Thousand and No/100 U.S. dollars (**$10,000)** (the

"Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Finance Department Lupita Halligan 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email lhalligan@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Gunnison Conservation District 210 W Spencer Ave STE A Gunnison, Colorado 81230 Daniel Zadra, President (970) 901-5227 Email: zadrafamily@pcrs.net, gunnisoncd2006@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This 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 of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2026.

RECIPIENT: GUNNISON CONSERVATION DISTRICT

Signature: Daniel M. Zadra

Name: Daniel Zadra

Title: Board President

Date: 02-03-26

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____

Matthew Birnie
County Manager

Date: _____

Community Based Organization 2026
Charges for Service Application

Organization Information		*Guidelines*
Organization Name:	Gunnison Conservation District	**Please attach the following documents to this application:** A) Names and addresses of all Board members including designation of officers B) Budget detail for 2025 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well) C) 2025 Funding Report D) Copy of most recent audited/reviewed financial statements
Address 1:	210 W Spencer Ave Ste A	
Address 2:		
City:	Gunnison	
State:	CO Zip: 81230	**Submit completed application to:** Electronic Submittal: Adobe PDF Format Lupita Halligan, Senior Accountant LHalligan@gunnisoncounty.org Mailed Submittal: Gunnison County Finance Attn: Lupita Halligan 200 E Virginia Ave Gunnison, CO 81230
Telephone Number:	(970) 596-7317	
Email Address:	gunnisoncd2006@gmail.com	
Contact Person(s):	Tonya Carr	

****SUBMITTAL DEADLINE: OCTOBER 24, 2025****

1. **What is the amount of County funds requested? Please keep your request below $12,000.**

$10,000

2. **Provide specific information regarding what the County funds will be used for**.

For over fifty years, the Gunnison Conservation District ("District") has worked to conserve the soil, water, wildlife, and agricultural productivity of the Gunnison Valley. The 2026 Gunnison County funds will help continue this work and allow the District to address challenges such as noxious weed mitigation better (e.g., invasive cheat-grass control), declining Gunnison Sage-Grouse numbers, and water security in the face of drought. Funds from Gunnison County are essential to the District's revenue mixture. Without these funds, the District could not provide the technical assistance, low-cost seed and herbicide sales, and project leadership that make the District an essential participant in conservation efforts throughout the Gunnison Basin. The District's employees and Board of Supervisors plan to expand these roles in 2026 to meet the heightened conservation needs in the Gunnison Valley. Continued financial support from Gunnison County will enable the District to follow this vision.

County funding in 2026 will primarily support the District's staff and ongoing programs. The District has two employees: a full-time Wildlife Biologist/Conservation Technician (Ben Prior) and a part-time District Manager (Tonya Carr). Their current annual salaries are approximately $63,829.76 and $38,367.00, respectively, and County funding contributes directly toward the District Manager's salary. Maintaining these skilled staff members is critical for providing on-the-ground technical assistance to landowners and coordinating conservation projects. The District is a publicly funded entity that relies on a mix of national, state, and local grants, as well as seed sales. County funds help sustain day-to-day operations as we protect and enhance soil, water, habitat, plant diversity, and wildlife, including the Gunnison Sage-Grouse, across our service area.

With County support, the District will continue to partner with the Natural Resources Conservation Service (NRCS) as a local liaison and guide for federal cost-share programs. We provide local insight and outreach to ensure NRCS programs (such as EQIP) effectively reach Gunnison Basin farmers and ranchers, helping them implement practices that promote soil health, water conservation, and wildlife habitat enhancement. The District plays a pivotal role in informing the public about available resource conservation services and in convening stakeholders. For example, our Annual Meeting each spring includes a Local Working Group session to identify critical resource priorities for our area. This information is relayed back to NRCS so that federal funds can be targeted to the top local priorities (such as improving irrigation efficiency or controlling invasive weeds). In this way, County support to the District helps align larger funding sources with Gunnison County's needs. ***Continued on the next page.***

The District will use County funding to continue implementing conservation projects District-wide. Our territory stretches over 2.1 million acres, encompassing parts of Gunnison, Saguache, and Hinsdale Counties. Ongoing projects include Gunnison Sage-Grouse habitat consulting (e.g., performing sage-grouse building site reviews and recommending mitigation), wet meadow restoration projects to improve wetland habitats, developing EQIP proposals with landowners for irrigation upgrades and fencing, coordinating noxious weed mitigation efforts, and organizing educational programs for students, agricultural producers, and the general public. County funds may also be used for community outreach and capacity needs – for instance, improving our marketing materials or software tools to share information about District programs better. Further, if the District can expand staff hours or add personnel, we could pursue additional grants to bring new conservation resources into the community.

Finally, Gunnison County support helps the District leverage outside funding and partnerships. In 2025, we applied to the National Fish and Wildlife Foundation's Conservation Partners Program to bolster employee salaries, and we pursued a Bureau of Reclamation "Bucket 2" Environmental Drought Mitigation grant to fund stream restoration and wildlife habitat projects that address drought. We also secured a grant from the Upper Gunnison River Water Conservancy District (UGRWCD) to support new initiatives. One major initiative funded by UGRWCD is a Wildfire Mitigation Bootcamp for private landowners scheduled for May 2026. The goal for this event is to involve numerous partners – including the U.S. Forest Service (USFS), Colorado State Forest Service (CSFS), Western Colorado University, the Rocky Mountain Biological Laboratory (RMBL), local fire departments (Crested Butte and Gunnison), the West Region Wildfire Council (WRWC), the Colorado Division of Fire Prevention and Control (DFPC), the Bureau of Land Management (BLM), NRCS, the National Forest Foundation (NFF), and the County's cheatgrass control coordinator. We plan to make this bootcamp an annual event to help landowners reduce wildfire risk, and we aim to incorporate a similar wildfire education program for local schools in the future. By having County funds to cover basic operations, the District can dedicate time to organizing such collaborative projects. In short, Gunnison County's contribution in 2026 will sustain the District's core services and staff while enabling us to continue our conservation mission and take on new opportunities that benefit the Gunnison Valley.

3. **Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.**

With the amount requested for 2026, the District will deliver measurable results in natural resource conservation, and we will closely track them. The outcomes of our work directly support and enhance existing Gunnison County services and priorities.

Addressing Priority Resource Concerns: At our Local Working Group meeting in 2025, our constituents identified water quantity (drought) as the top resource concern, followed by degraded plant conditions (e.g., invasive weeds like cheat grass), wildlife habitat degradation, and issues like soil erosion and climate resilience. Forestry concerns included wildfire risk and drought stress. They emphasized the need for greater technical support and funding to improve irrigation infrastructure and manage natural resources amid drought years. These community-identified concerns guide our efforts. Drought, for example, can dramatically alter local ecosystems and negatively impact native plant populations, wildlife habitat, domestic grazing lands, and agricultural operations. In response, the District's Wildlife Biologist/Conservation Technician will continue to assist NRCS with developing and implementing Conservation Plans on private lands that address these issues. Typical components of these plans include upgraded irrigation systems, rotational grazing plans, weed management strategies, and habitat improvements. By helping landowners plan and implement conservation practices, the District improves water efficiency and drought resilience across the landscape – a goal shared by the County. We communicate the Local Working Group's priority list to NRCS so that federal cost-share dollars can be allocated toward proj *Continued on the next page.*
ects that meet local needs (for instance, dedicating more funding to irrigation upgrades or invasive weed treatments in Gunnison County due to the drought and weed concerns).

On-the-Ground Conservation Deliverables: We will continue to deliver tangible, measurable conservation outputs. The District is an important local source for custom native seed mixes that help landowners restore vegetation and control noxious weeds. In 2025, we supplied many private landowners with seed mixes to revegetate construction sites and recover native plant cover; we also advised homeowner associations and forestry contractors on the best seed mixes for their specific locations. These services will carry on in 2026. We will also continue implementing USDA Farm Bill programs alongside NRCS, including EQIP (Environmental Quality Incentives Program), CSP (Conservation Stewardship Program), and ACEP (Agricultural Conservation Easement Program). We remain active partners in the Sage-Grouse Initiative (SGI) to conserve sagebrush-steppe habitats. We remain active partners in the Sage-Grouse Initiative (SGI) to conserve sagebrush-steppe habitats. ***Continued on the next page.***

The success of these projects can be quantified by metrics such as acres of land improved or enhanced, pounds of native seed sold and planted, acres of invasive weeds treated, and the number of conservation plans put into action. By the end of 2026, Gunnison County funds will have enabled the District to bring additional acreage under improved management for the benefit of Gunnison Sage-Grouse and other resources. This directly supports the County's ongoing commitments to sage-grouse conservation – including the County's leadership role on the Gunnison Basin Sage-Grouse Strategic Committee and the funding the County provides for sage-grouse habitat reviews on building permits and other land use applications. In recent years, the District's partnership with NRCS has resulted in nearly 10,000 acres per year being brought under better management practices (through grazing plans, reseeding, wetland restoration, etc.), and we expect to sustain similar numbers in 2025 and 2026. This acreage, along with the number of landowners served and projects completed, will be key metrics we track to measure our impact.

Education and Outreach Results: Gunnison County's support also allows the District to continue and expand our natural resource education programs for people of all ages, which complement the County's environmental outreach efforts. Funding for the District Manager position, in particular, is critical for planning and hosting these events. We will provide and improve a variety of annual educational programs that reach youth, landowners, and the broader community, including:

Bioengineering Workshop: A hands-on workshop (typically every other spring) teaching river restoration and stream bank stabilization techniques using natural materials. This workshop educates landowners, volunteers, and agency staff on improving riparian habitat and water quality.

7th Grade Mill Creek Youth Summit: An annual outdoor education day for 7th graders, where students learn about watershed science, forestry, rangeland management, and local ecology at Mill Creek. This introduces local youth to conservation issues and careers, reinforcing science education in partnership with County schools.

4th Grade Water Festival: An annual water-focused educational event for 4th-grade classes, where students engage in interactive stations about the water cycle, water conservation, aquatic wildlife, and the importance of our local rivers. This festival supports the County's water resources stewardship by fostering early awareness in children.

Pollinator Gardening Workshops: We aim to partner with a local entity, such as Gunnison CSU Extension Office, UGRWCD, and Birds of the Rockies, to hold a Pollinator workshop every other year to teach community members how to create and maintain pollinator-friendly gardens using native plants. This improves habitat for bees, butterflies, and other pollinators and ties into broader county and state efforts to increase pollinator populations.
Cheat grass Management Workshop: A planned landowner training focused on identifying and controlling cheat grass and other invasive grasses that threaten our rangelands. Given the high concern about invasive species, this workshop will fill an essential educational need and support county-wide weed mitigation campaigns.

Wildfire Mitigation Workshop for Landowners: Debuting in 2026 (as noted above) and planned as an annual event, this program will aim to bring together experts and property owners for a day of learning about wildfire defensible space, forest health treatments, and emergency preparedness. By involving many partners and agencies, the boot camp will strengthen community resilience to wildfire – a priority that aligns with the County's focus on wildfire risk reduction and emergency management.

Wildfire Education for Schools (Future): We also intend to collaborate with local schools to incorporate wildfire education into their curriculum or as special presentations. This will build on the success of our youth programs and address the growing concern of wildfire risk by educating students on fire ecology, prevention, and safety.

Each of these activities are measured by the number of participants (students or adults) engaged and the knowledge or skills they gain. For example, we will track how many landowners attend the wildfire workshop, cheat grass, or pollinator workshop and solicit feedback on changes they plan to make as a result. We count the students reached through school programs and festivals, noting increases in participation or the addition of new schools. These education and outreach metrics help us evaluate our effectiveness and demonstrate a return on the County's investment in community education. Moreover, these programs complement existing County services by promoting stewardship and informed land management, thereby reducing future needs for regulation or emergency intervention. For instance, landowners who implement weed control or fire mitigation after attending our programs are proactively helping to achieve county-wide conservation and hazard-reduction goals.

In summary, with Gunnison County's funding, the District will continue to deliver substantial conservation results in 2026—from thousands of acres of land improved through NRCS-assisted projects to dozens of landowners and students educated through workshops and events. We will measure success in acres restored, projects completed, and people served, ensuring accountability for the funds provided. ***Continued on the next page.***

All of these efforts support and enhance the County's own services and priorities, whether it's safeguarding water resources, protecting wildlife habitat (like that of the Gunnison Sage-Grouse), combating invasive species, or improving wildfire preparedness.

The Gunnison Conservation District greatly appreciates the County's continued support. It looks forward to another productive year of partnership in 2026, working together to conserve the natural resources of the Gunnison Valley.

2025 **Funding Recipient Project Report**

Recipient Information

Name of Funding Recipient: Gunnison Conservation District

Dollar Value of County Funds Awarded: $8,000

Funding Recipient's Total 2025 Annual Budget: 2025 revenue $175,713.19, 2025 expenditures $134,040.84

Funding Summary

Other Funding Sources (please list source names and amounts received):
Colorado State Conservation Board - $51,468.70
Professional fees - $9,512.50
Direct Assistance - $$8,854.40
National Fish and Wildlife Foundation - $60,662.55
Seed and herbicide retail sales profit - $3,659.04
USFS Disaster Mitigation - $9,763.49
UGRWCD- $10,000.00

Percentage of Annual Budget funded by the other funding sources listed above: 87.60%

How the County funds were spent:
Gunnison County funds were spent on operating expenses and salaries. County funds paid approximately 20% of the District Manager's salary, which total about $36,684.54 per year. These wages enabled the District Manager to pursue other funding sources (listed above) and allowed the District to leverage this grant for matching funds. All grant funds were used to conserve soil health, water quality, wildlife habitat and other projects for sustainable agricultural land management in Gunnison County and neighboring parts of Hinsdale and Saguache Counties.

Results Summary

Number of clients assisted during the funding year:
58 retail customers, 337 landowners and students.

Customer results achieved via the County funds:
Hosted educational events including Annual meeting, 4th Grade Water Festival, 7th Grade Mill Creek festival, and a Wet meadows Restoration Workshop = 280 community outreach.

Seed to restore = 397 acres 1,190 lbs of seed

Assistance with contracts= 18
Total number of acres treated or restored= 31,308 acres
Number of landowners served = 57

How your customer results were measured:
Acres seeded are estimated based on pounds of seed sold and the recommended seeding rate for each seed mix.
Acres with conservation plans were totaled through annual reports provided by GCD wildlife biologist, Ben Prior. Education events included attendance from students and landowners (counted at the events).

Submit this report by January 31, 2026 to the below contact. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Finance
Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

Email: lhalligan@gunnisoncounty.org

CSCB Supervisor's List

Year: 2025

District Information

District: Gunnison
Phone: 970-596-7317
Fax:
Email: gunnisoncd2006@gmail.com
Website: https://www.gunnisonconser
Mailing Address: 210 W Spencer Ave STE A Gunnison CO 81230
Physical Address: 216 N Colorado St Gunnison, Colorado, 81230
Social Media Sites: https://www.facebook.com/g
Monthly Meeting Dates/Times: Third Tuesday of the Month
*Board Supervisor Name: Daniel Zadra
*Board Supervisor Email: dan.zadra@state.co.us

Member Information

Does your District have Term Limits? ☐ Yes ☑ No

District Manager: Tonya Carr
Phone: 970-596-7317
Fax:
Email: Tonya.Carr@co.nacdnet.ne
Mailing Address: 210 W Spencer Ave Ste A Gunnison, CO 81230
Physical Address: 210 W Spencer Ave Ste A Gunnison, CO 81230

President: Daniel Zadra
Phone:
Fax:
Email: dan.zadra@state.co.us
Mailing Address: 954 CR 13, Gunnison, CO 81230
Physical Address: 954 CR 13, Gunnison, CO 81230

Month/Year	Month/Year	Term	# Terms
Appointed 07/2014	Elected 05/2016	Expires 2027	Consecutively Elected 2

CSCB Supervisor's List

Vice President: Thomas Rozman Phone: 9702092747 Fax:

Email: thomas.rozman@state.co.us

Mailing Address: 125 Deer Crk Circle, Crested Butte, CO 81224

Physical Address: 125 Deer Crk Circle, Crested Butte, CO 81224

Month/Year	Month/Year	Term	# Terms
Appointed 12/2024	Elected 05/2025	Expires 2029	Consecutively Elected

Secretary/Treasurer: Jon Mugglestone Phone: 970-9016018 Fax:

Email: jon@cblandtrust.org

Mailing Address: 98 Buena Vista, Gunnison, Colorado, 81230

Physical Address: 98 Buena Vista, Gunnison, Colorado, 81230

Month/Year	Month/Year	Term	# Terms
Appointed 11/2024	Elected 05/2025	Expires 2027	Consecutively Elected

Member (4): Janet Coury Phone: 970-641-4114 Fax:

Email: buckhornapps@aol.com

Mailing Address: 3452 CR730, Gunnison, CO 81230

Physical Address: 3452 CR730, Gunnison, CO 81230

Month/Year	Month/Year	Term	# Terms
Appointed 08/2018	Elected 05/2022	Expires 2029	Consecutively Elected 3

Member (5): John Rozman Phone: 970-349-5533 Fax:

Email: rozmanranch@crestedbutte.net

Mailing Address: 24063 Hwy 135, Crested Butte, CO 81224

Physical Address: 24063 Hwy 135, Crested Butte, CO 81224

Month/Year	Month/Year	Term	# Terms
Appointed 05/1981	Elected 05/1984	Expires 2027	Consecutively Elected 11

CSCB Supervisor's List

Member (6): Holly L. Conn		Phone: 970-417-7848	Fax:
Email: director@mountainrootsfoodproject.org			
Mailing Address: PO Box 4163 Crested Butte, CO 81224			
Physical Address: 721 A Gothic Ave, Crested Butte, CO 81224			
Month/Year Appointed N/A	Month/Year Elected 05/2025	Term Expires 2029	# Terms Consecutively Elected

Member (7): Jesse Kruthaupt		Phone: 9702090976	Fax:
Email: Jesse.Kruthaupt@tu.org			
Mailing Address: 57564 US Hwy 50, Gunnison, CO 81230			
Physical Address: 57564 US Hwy 50			
Month/Year Appointed 11/2024	Month/Year Elected 5/2025	Term Expires 2029	# Terms Consecutively Elected

Member (8):		Phone:	Fax:
Email:			
Mailing Address:			
Physical Address:			
Month/Year Appointed	Month/Year Elected	Term Expires	# Terms Consecutively Elected

Member (9):		Phone:	Fax:
Email:			
Mailing Address:			
Physical Address:			
Month/Year Appointed	Month/Year Elected	Term Expires	# Terms Consecutively Elected

CSCB Supervisor's List

Member (10):		Phone:	Fax:
Email:			
Mailing Address:			
Physical Address:			
Month/Year Appointed	Month/Year Elected	Term Expires	# Terms Consecutively Elected
Member (11):		Phone:	Fax:
Email:			
Mailing Address:			
Physical Address:			
Month/Year Appointed	Month/Year Elected	Term Expires	# Terms Consecutively Elected
Ex-Officio:		Phone:	Fax:
Email:			
Mailing Address:			
Physical Address:			
Month/Year Appointed	Month/Year Elected	Term Expires	# Terms Consecutively Elected

GENERAL FUND BUDGET
GUNNISON CONSERVATION DISTRICT

JANUARY 1 - DECEMBER 31, 2025

DESCRIPTION	ACTUAL PRIOR YEAR 2023	ESTIMATED CURRENT YEAR 2024	BUDGET YEAR 2025
Beginning Balance January 1	**$27,275.18**	**$66,781.19**	**$66,705.00**
REVENUE			
Admin/District Income:		$1,060.00	
Other Income (Reconcile discrepancies) (Sales Tax Discounts)	$3.64	$34.89	
Annual Meeting Income	$345.00	$460.00	$450.00
Equipment Rental Income	$0.00	$0.00	$0.00
Interest Income	$31.17	$31.00	$35.00
Professional Fees Income	$6,099.35	$7,175.23	$7,000.00
Products:			
Herbicide income	$2,727.45	$418.65	$0.00
PAM income	$752.00	$0.00	$0.00
Seed income	$19,711.34	$11,853.25	$12,149.58
Shipping income	$0.00	$0.00	$0.00
Seedling sales	$0.00	$0.00	$0.00
Grants			
State (Specify Agency & Grants Name(s) below)			
Direct Assistance	$8,625.27	$8,688.61	$8,000.00
Conservation District Technician (DCT)	$54,686.69	$57,354.00	$53,764.80
Other Misc Grants	$1,298.80	$1,700.00	$0.00
Admin			
Cost-Share			

Urban Water Study			
Matching Grants (CSCB)			
Other: CACD Education Grant	$0.00	$0.00	$0.00
Federal (Specify Agency & Grant Name)			
NFWF	$43,615.13	$36,821.87	$45,340.31
Other: UGRWCD	$0.00	$0.00	$0.00
USFS Disaster Mitigation	$0.00	$9,000.00	$0.00
County			
Gunnison	$6,000.00	$8,000.00	$8,000.00
Hinsdale	$0.00	$0.00	$0.00
Saquache	$0.00	$0.00	$0.00
Other Income (Specify below)			
City of Gunnison	$0.00	$2,500.00	$2,500.00
Misc Income (Donations)	$18.85	$100.00	$0.00
TOTAL REVENUE	$ 143,895.84	$ 145,197.50	$ 137,239.69
TOTAL AVAILABLE FUNDS	$ 171,171.02	$ 211,978.69	$ 203,944.69
EXPENDITURES ON NEXT PAGE			
DESCRIPTION	**ACTUAL PRIOR YEAR 2023**	**ESTIMATED CURRENT YEAR 2024**	**BUDGET YEAR 2025**
EXPENDITURES			
COGS Grants		$1,700.00	
Other: UGRWCD		$0.00	$0.00
National Garden Club	$0.00	$0.00	$0.00
USFS Disaster Mitigation		$12,280.16	$0.00
COGS Products			
COGS Herbicide		$0.00	$0.00
COGS PAM	$0.00		$0.00
COGS Seed	$18,205.85	$8,765.17	$8,800.00
COGS Shipping	-$939.21	$109.29	$414.96
COGS Seedlings		$0.00	$0.00
Operating Expenses			
Administrative Expenses	$317.76		$160.00
Advertising , Marketing and Media	$0.00	$299.02	$1,106.00
Annual meeting expense	$688.52	$696.33	$700.00
Dues	$2,201.45	$835.57	$1,520.00

Subscriptions	$2,761.00	$1,943.00	$3,228.00
Elections	$0.00	$0.00	$2,000.00
Education/Information	$1,801.40	$1,967.00	$2,000.00
Insurance W/C and Liability	$2,541.00	$2,570.00	$2,570.00
Bank/Merchant fees	$16.00	$25.00	$50.00
Office suplies	$56.87	$132.86	$300.00
Payroll taxes	$8,078.88	$8,174.22	$8,200.00
FAMLI	$83.59	$478.71	$500.00
Payroll Expense	$84.69	$2,562.91	$2,500.00
Postage and delivery	$14.24	$25.00	$35.00
Professional fees -bookkeeping	$425.00	$654.00	$1,500.00
Salary-DCT	$56,674.32	$59,924.64	$59,695.92
Salary-DM	$11,990.37	$28,170.00	$36,000.00
Sales tax license fee	$0.00	$38.20	$40.00
Travel and meetings	-$1.22	$293.46	$300.00
Sales tax	$1,237.25	$511.41	$1,200.00
Reconciliation Expense	-$0.92	$34.89	$35.00
Contract Labor - PT DM		$1,850.00	$0.00
TOTAL EXPENDITURES	$ 106,236.84	$ 134,040.84	$ 132,854.88
Annual Net	$ 37,659.00	$ 11,156.66	$ 4,384.81
Ending Balance December 31 (Beginning Bal. + Annual Net)	$ 64,934.18	$ 77,937.85	$ 71,089.81
Emergency Reserves - Do NOT Spend (3% of Annual Expenditures)	$ 3,187.11	$ 4,021.23	$ 3,985.65
Unrestricted Reserves (Ending Balance - Emergency Res.)	$ 61,747.07	$ 73,916.62	$ 67,104.16

Letter of Budget Transmittal

This form is to be completed and submitted with the adopted budget and tax levy certification.	
Date: December 17, 2024	To: Division of Local Government Attn: Budget Program Manager 1313 Sherman St. Rm 521 Denver, CO 80203

Dear Budget Program Manager,

Attached is the 2025 budget for the Gunnison Conservation District in Gunnison, Saguache and Hinsdale County(ies), submitted pursuant to Section 29-1-113, CRS. This budget was adopted on December 17, 2024. If there are any questions about the budget, please contact Tonya Carr at gunnisoncd2006@gmail.com

The mill levy certified to the County Commissioners is n/a mills for all general operating purposes. Based on an assessed valuation of $0.00, the property tax revenue subject to statutory limitation is $0.00.

(Please enclose a copy of the certification of mill levies sent to the County Commissioners.)

I hereby certify that the enclosed are true and accurate copies of the budget and certification of tax levies to the Board of County Commissioners.

Treasurer or President

Budget Message

Gunnison Conservation District

Purpose: The budget message is used to describe several features of the budget and must include: important features of the budget, the budgetary basis of accounting, and description of the services to be delivered during the budget year. This message is a statutory requirement included with the budget. (29-1-103(1)(e), C.R.S.)
Instructions: Please fill in any blank and check items as applicable.

Section 1	
The district's General Fund Budget (attached) includes the following important features	
Tax Levy	
We have a tax levy of n/a mills, which generates $0 , which is 0% of our revenue.	
Revenue Source	Most of our revenue is income derived through *(i.e., tree sales, equipment rental, grants, etc.)*
Grants and seed sales.	
Expenses	Our expenses consist mainly *(i.e., salaries, educational materials, landowner tours, pass-through, etc.)*
Salaries, operating expenses, cost of goods sold, conservation education and outreach.	
Explanatory Budget Notes	Describe the important features of the budget *(i.e., declining/increasing revenues, large purchases, new activities, etc.)*
Budget is the same as or similar to, previous years.	

Section 2

The district uses the following budgetary basis for accounting **(choose 1):**

____ cash basis	_____ modified accrual basis	■ accrual basis

Section 3

The services this district offers are **(choose as many as applicable):**

■ conservation education materials and program to youth & adults ■ nature resource conservation recommendations to citizens ■ tours and demonstrations of conservation practices to public ■ literature on technical assistance and cost-share programs __ approval of federal program contracts for local land owners & NRCS	■ subdivision reviews for the country __ conservation equipment rental for the district landowners __ scholarship for college or youth resource camp __natural resource workshop for local teachers

__ Other:

Resolution to adopt budget

A resolution summarizing expenditures and revenues and adopting a budget for the Gunnison Conservation District, for the calendar year beginning on the first day of January 2025 and ending on the last day of December 2025.

Whereas, the Board of Supervisors of the Gunnison Conservation District has appointed Tonya Carr to prepare and submit a proposed budget to said governing body at the proper time; and

Whereas, Tonya Carr has submitted a proposed budget to this governing body on December 17th, 2024 for its consideration and;

Whereas, up due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 17, 2024 and interested taxpayers were given the opportunity to file or register any objections to said proposed budget and;

Whereas, revenues plus fund balances are greater than or equal to planned expenditures and accordingly, the budget is balanced as required by law.

Now, therefore, be it resolved by the board of supervisors of the Gunnison Conservation District, Colorado:

Section 1	*That estimated expenditures are as follows:*	
	General Fund (include actual expenditures + unrestricted reserves)	$ 199,959.04

Section 2	That estimated revenues are as follows:	
	From sources other than General Property Tax	$ 137,239.69
	From General Property Tax	$ 0
	Total General Fund (include actual income + unrestricted reserves)	$ 204,343.85
Section 3	That the budget as submitted, amended, and hereinabove summarized by fund, hereby is approved and adopted as the budget of the Gunnison Conservation District for the year stated above.	
Section 4	That the budget hereby approved and adopted shall be signed by the President and Treasurer and made a part of the public records of the district.	

Adopted, this 17th day of December, 2024

President	Treasurer

Resolution of Appropriate Sums of Money

A resolution appropriating sums of money in the amounts and for the purpose as set forth below for the Gunnison Conservation District, Colorado, for the 2025 budget year.

Whereas, the Board of Supervisors has adopted the annual budget in accordance with the local government budget law on December 17, 2025, and;

Whereas, the Board of Supervisors has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget, and;

Whereas, is it not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below so as not to impair the operations of the district.

Now, therefore, be it resolved by the Board of Supervisors of the Gunnison Conservation District, Colorado:

Section 1	*That the following sums are hereby appropriated from the revenue of the general fund for the purpose stated:*	
	General Fund	
	Estimated Expenditures (total expenses for the budget year)	$132,854.88
	Additional Appropriation	$ 0
	Total funds appropriated for the budget year	$ 166,068.60

	Fund Additional to General (if applicable)	
	Estimated Expenditures (total expenses for the budget year)	$ 0
	Additional Appropriation	$ 0
	Total funds appropriated for the budget year	$ 0

Adopted this 17th Day of December 2024

Attest:

President	Treasurer

Resolution/Ordinance to set Mill Levies

A resolution/ordinance levying General Property Tax for the year 2025 to help defray the costs of government for the Gunnison Conservation District, Colorado, for the 2025 budget year.

Whereas, the Board of Supervisors of the Gunnison Conservation District, has adopted the annual budget in accordance with the local government budget law on December 17, 2024 and;

Whereas, the amount of money necessary to balance the budget for general operating purposes for real property tax revenue is $0 and;

Whereas, the 2024 valuation for assessment for the conservation district as certified by the County Assessor(s) is $ 0.

Now, therefore, be it resolved/ordained by the Board of Supervisors of the Gunnison Conservation District, Colorado

Section 1	That the purpose of meeting all general operating expenses of the Gunnison Conservation District during the 2025 budget year, there is hereby levied a tax of n/a mills upon each dollar of the total valuation for assessment of all taxable real property within the district for the year 2025.
Section 2	That the treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Gunnison, Saguache and Hinsdale County(ies), Colorado, the mill levies for the Gunnison Conservation District is hereinabove determined and set.

Adopted this 17 day of December, 2024

Attest:

Daniel M. Zadra	
President	Treasurer

Gunnison Conservation District

Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L

January - December 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
Administrative Income				
Annual Meeting Income	988.00	450.00	538.00	219.56 %
Interest Income		35.00	(35.00)	
Other Income	1,560.66		1,560.66	
Total Administrative Income	**2,548.66**	**485.00**	**2,063.66**	**525.50 %**
Grant Income	10,000.00		10,000.00	
Direct Assistance (Colorado State Conservation)	8,854.40	8,000.00	854.40	110.68 %
Disaster Mitigation	9,763.49		9,763.49	
District Conservation Technician Grant	51,468.70	53,764.80	(2,296.10)	95.73 %
Government Grants				
City of Gunnison (deleted)		2,500.00	(2,500.00)	
Gunnison County	8,000.00	8,000.00	0.00	100.00 %
Total Government Grants	**8,000.00**	**10,500.00**	**(2,500.00)**	**76.19 %**
Miscellaneous Grants	(196.75)		(196.75)	
NFWF	45,928.99	45,340.31	588.68	101.30 %
Total Grant Income	**133,818.83**	**117,605.11**	**16,213.72**	**113.79 %**
Professional Fees Income	6,037.50	7,000.00	(962.50)	86.25 %
Sales Income	10.00		10.00	
Seed Income	12,566.06	12,149.58	416.48	103.43 %
Shipping Income		0.00	0.00	
Total Sales Income	**12,576.06**	**12,149.58**	**426.48**	**103.51 %**
Total Income	**$154,981.05**	**$137,239.69**	**$17,741.36**	**112.93 %**
Cost of Goods Sold				
COGS				
Seed COGS	9,350.52	8,800.00	550.52	106.26 %
Total COGS	**9,350.52**	**8,800.00**	**550.52**	**106.26 %**
Total Cost of Goods Sold	**$9,350.52**	**$8,800.00**	**$550.52**	**106.26 %**
GROSS PROFIT	**$145,630.53**	**$128,439.69**	**$17,190.84**	**113.38 %**
Expenses				
Operating Expenses	1.01		1.01	
Administrative Expenses	177.10	160.00	17.10	110.69 %
Advertising and Marketing	1,080.22	1,106.00	(25.78)	97.67 %
Annual Meeting	1,642.81	700.00	942.81	234.69 %
Bank/Merchant Fees	1.81	50.00	(48.19)	3.62 %
City Sales Tax Fees		40.00	(40.00)	
Dues	676.74	1,520.00	(843.26)	44.52 %
Education/Training	629.52	2,000.00	(1,370.48)	31.48 %
Election Expenses	101.20	2,000.00	(1,898.80)	5.06 %
Fieldwork Expenses		2,000.00	(2,000.00)	
Insurance				
Liability		2,306.00	(2,306.00)	

Gunnison Conservation District

Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L

January - December 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
W. Comp	264.00	264.00	0.00	100.00 %
Total Insurance	**264.00**	**2,570.00**	**(2,306.00)**	**10.27 %**
Licenses and Fees	86.57	0.00	86.57	
Office Supplies	408.86	300.00	108.86	136.29 %
Postage	36.00	35.00	1.00	102.86 %
Professional Fees				
Bookkeeping	611.50	1,500.00	(888.50)	40.77 %
Total Professional Fees	**611.50**	**1,500.00**	**(888.50)**	**40.77 %**
QuickBooks Merchant/Payment Request Fees	18.90		18.90	
Sales Tax expense	1.02	1,200.00	(1,198.98)	0.09 %
Shipping	8.56	414.96	(406.40)	2.06 %
Subscriptions	3,054.00	3,228.00	(174.00)	94.61 %
Travel	130.31	300.00	(169.69)	43.44 %
Verizon Phone	22.46		22.46	
Total Operating Expenses	**8,952.59**	**19,123.96**	**(10,171.37)**	**46.81 %**
Payroll Expenses		2,500.00	(2,500.00)	
CO Withholding Tax	56.01		56.01	
Famli	214.39	500.00	(285.61)	42.88 %
Payroll Taxes	6,076.54	8,200.00	(2,123.46)	74.10 %
Wages	48,351.76	59,695.92	(11,344.16)	81.00 %
DM	28,599.54	36,000.00	(7,400.46)	79.44 %
Total Wages	**76,951.30**	**95,695.92**	**(18,744.62)**	**80.41 %**
Total Payroll Expenses	**83,298.24**	**106,895.92**	**(23,597.68)**	**77.92 %**
Payroll Taxes		0.00	0.00	
Uncategorized Expense		0.00	0.00	
Total Expenses	**$92,250.83**	**$126,019.88**	**$ (33,769.05)**	**73.20 %**
NET OPERATING INCOME	**$53,379.70**	**$2,419.81**	**$50,959.89**	**2,205.95 %**
Other Income				
Sales Tax discounts	40.79		40.79	
Total Other Income	**$40.79**	**$0.00**	**$40.79**	**0.00%**
Other Expenses				
Reconciliation Discrepancies-1		35.00	(35.00)	
Total Other Expenses	**$0.00**	**$35.00**	**$ (35.00)**	**0.00%**
NET OTHER INCOME	**$40.79**	**$ (35.00)**	**$75.79**	**(116.54 %)**
NET INCOME	**$53,420.49**	**$2,384.81**	**$51,035.68**	**2,240.03 %**

Balance Sheet

Gunnison Conservation District

As of October 20, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
GS & L CD	21,534.53
Operating GS & L	121,157.47
Pay Pal Account	0.00
Petty Cash	371.71
Total for Bank Accounts	**$143,063.71**
Accounts Receivable	
Accounts Receivable	720.20
Total for Accounts Receivable	**$720.20**
Other Current Assets	
Undeposited Funds	0.00
Total for Other Current Assets	**$0.00**
Total for Current Assets	**$143,783.91**
Fixed Assets	
Other Assets	
Total for Assets	**$143,783.91**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	344.75
Total for Accounts Payable	**$344.75**
Credit Cards	
Other Current Liabilities	
City of Gunnison Payable	977.22
Colorado Department of Revenue Payable	1,190.97
Direct Deposit Payable	0.00
Payroll Liabilities	$34.99
CO Income Tax	794.00
CO Paid Family and Medical Leave	19.40
CO Unemployment Tax	(22.75)
CO WH Payable	544.80
FAMLI	191.44
Federal Taxes (941/943/944)	1,507.88
Federal Unemployment (940)	84.00
FED WH Payable	357.72
SS/MED Payable	892.54
SUTA Payable	0.00

Balance Sheet

Gunnison Conservation District

As of October 20, 2025

DISTRIBUTION ACCOUNT	TOTAL
Total for Payroll Liabilities	**$4,404.02**
*Sales Tax Payable	
City Sales Tax Payable	0.00
State Sales Tax Payable	0.00
Total for *Sales Tax Payable	**$0.00**
Total for Other Current Liabilities	**$6,572.21**
Total for Current Liabilities	**$6,916.96**
Long-term Liabilities	
Total for Liabilities	**$6,916.96**
Equity	
Opening Balance Equity	(682.49)
Retained Earnings	84,128.95
Net Income	53,420.49
Total for Equity	**$136,866.95**
Total for Liabilities and Equity	**$143,783.91**

Profit and Loss

Gunnison Conservation District

January 1-October 20, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
Administrative Income	
Annual Meeting Income	988.00
Other Income	1,560.66
Total for Administrative Income	**$2,548.66**
Grant Income	$10,000.00
Direct Assistance (Colorado State Conservation)	8,854.40
Disaster Mitigation	9,763.49
District Conservation Technician Grant	51,468.70
Government Grants	
Gunnison County	8,000.00
Total for Government Grants	**$8,000.00**
Miscellaneous Grants	(196.75)
NFWF	45,928.99
Total for Grant Income	**$133,818.83**
Professional Fees Income	6,037.50
Sales Income	$10.00
Seed Income	12,566.06
Total for Sales Income	**$12,576.06**
Total for Income	**$154,981.05**
Cost of Goods Sold	
COGS	
Seed COGS	9,350.52
Total for COGS	**$9,350.52**
Total for Cost of Goods Sold	**$9,350.52**
Gross Profit	**$145,630.53**
Expenses	
Operating Expenses	$1.01
Administrative Expenses	177.10
Advertising and Marketing	1,080.22
Annual Meeting	1,642.81
Bank/Merchant Fees	1.81
Dues	676.74
Education/Training	629.52
Election Expenses	101.20
Insurance	
W. Comp	264.00
Total for Insurance	**$264.00**
Licenses and Fees	86.57
Office Supplies	408.86

Profit and Loss

Gunnison Conservation District

January 1-October 20, 2025

DISTRIBUTION ACCOUNT	TOTAL
Postage	36.00
Professional Fees	
Bookkeeping	611.50
Total for Professional Fees	**$611.50**
QuickBooks Merchant/Payment Request Fees	18.90
Sales Tax expense	1.02
Shipping	8.56
Subscriptions	3,054.00
Travel	130.31
Verizon Phone	22.46
Total for Operating Expenses	**$8,952.59**
Payroll Expenses	
CO Withholding Tax	56.01
Famli	214.39
Payroll Taxes	6,076.54
Wages	$48,351.76
DM	28,599.54
Total for Wages	**$76,951.30**
Total for Payroll Expenses	**$83,298.24**
Total for Expenses	**$92,250.83**
Net Operating Income	**$53,379.70**
Other Income	
Sales Tax discounts	40.79
Total for Other Income	**$40.79**
Other Expenses	
Net Other Income	**$40.79**
Net Income	**$53,420.49**

APPROVED

X

Jon Mugglestone, Board Treasurer

X Daniel M. Zadra

Dan Zadra, Board President

APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

NAME OF GOVERNMENT	GUNNISON SOIL CONSERVATION DISTRICT
ADDRESS	216 N COLORADO
	GUNNISON CO 81230
CONTACT PERSON	TONYA CARR
PHONE	970-787-3047
EMAIL	GUNNISONCD2006@GMAIL.COM

For the Year Ended 12/31/2024 or fiscal year ended:

CERTIFICATION OF PREPARER

I certify that I am an independent accountant with **knowledge of governmental accounting** and that the information in the Application is complete and accurate to the best of my knowledge. I am aware that the Audit Law requires that a person independent of the entity complete the application if revenues or expenditure are at least $100,000 but not more than $750,000, and that independent means someone who is separate from the entity.

NAME:	CYNTHIA A WEST
TITLE	PUBLIC ACCOUNTANT
FIRM NAME (if applicable)	CA WEST BOOKKEEPING
ADDRESS	234 N MAIN 3B GUNNISON CO 81230
PHONE	970 641 5644
RELATIONSHIP TO ENTITY	PAID PREPARER

PREPARER (SIGNATURE REQUIRED)	DATE PREPARED (No exemption shall be granted prior to the close of said fiscal year)
Cynthia West	3-12-25

Has the entity filed for, or has the district filed, a Title 32, Article 1 Special District Notice of Inactive Status during the year? [Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.]	YES	NO	If Yes, date filed:
	☐	☑	

Gunnison Conservation District

RESOLUTION FOR EXEMPTION FROM AUDIT FOR 2024

(Pursuant to Section 29-1-604, C.R.S.)

A RESOLUTION APPROVING AN EXEMPTION FROM AUDIT FOR THE FISCAL YEAR 2024 FOR THE GUNNISON CONSERVATION DISTRICT, STATE OF COLORADO.

WHEREAS, the Board of Supervisors of the Gunnison Conservation District wishes to claim exemption from audit requirements of Section 29-1-603, C.R.S. and

WHEREAS, Section 29-1-604 C.R.S., states that any local government where neither revenues nor expenditures exceeds seven hundred and fifty thousand dollars may, with the approval of the State Auditor. be exempt from the provision of section 29-1-603, C.R.S.; and

WHEREAS, neither revenue nor expenditures for the Gunnison Conservation District exceeded $750,000 for the Fiscal Year 2021; and

WHEREAS, an application for exemption from audit for the Gunnison Conservation District has been prepared by Tonya Carr and CA West Bookkeeping, a persons skilled in governmental accounting; and

WHEREAS, said application for exemption from audit has been completed in accordance with regulations, issued by the State Auditor.

NOW THEREFORE. be it resolved / ordained by the Board of Supervisors of the Gunnison Conservation District that the application for exemption from audit for the Gunnison Conservation District for the year ended December 31, 2024, has been personally reviewed and is hereby approved by a majority of the Board of Supervisors of the Gunnison Conservation District; that those members of the Gunnison Conservation District have a signified their approval by signing below; and that this resolution shall be attached to, and shall become part of. the application for exemption from audit of the Gunnison **Conservation District for the year ended December 31, 2024.**

Adopted this 13th day of March 2025.

Attest:

Dan Zadra, Vice President 2027

X Daniel M. Zadra

Jon Mugglestone, Treasurer 2027

X

Members: Term Exp

Jan Coury, Member 2025

X Janet Coury

John Rozman, Member 2027

X John Rozman

Brook Vasquez, Member 2025

X

Tommy, Rozman, Member 2025

X Tommy Rozman

Jesse Kruthaupt, Member 2025

X Jr Kruthaupt

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Gunnison Country Food Pantry

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Gunnison Country Food Pantry Aid Agreement for 2026

Fiscal Impact: 14000

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/12/2026 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

COUNTY AID AGREEMENT

Project Title: GUNNISON COUNTRY FOOD PANTRY

Award Period: **JANUARY 1, 2026 TO DECEMBER 31, 2026**

Award: $14,000

PARTIES TO AGREEMENT

GUNNISON COUNTY:	The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address:	200 E Virginia Ave Gunnison CO 81230
Telephone:	(970) 641-0248
Facsimile:	(970) 641-3061
RECIPIENT:	
Address:	**Gunnison Country Food Pantry** **PO Box 7077** **Gunnison, Colorado 81230**
Contact Name:	**Jodi Payne**
Telephone:	(970) 641-4156
Email:	Director@gunnisoncountryfoodpantry.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Fourteen Thousand and No/100 U.S. dollars (**$14,000)** (the

"Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. Project Scope. Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. Authorized Representative. Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. Payment of Award. Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. Reporting Requirement. Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. Compliance with Regulatory Requirements and Federal and State Mandates. Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. Confidentiality. The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. Publicity. The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. Security Breaches and Personal Information

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Finance Department Lupita Halligan 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email lhalligan@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Gunnison Country Food Pantry PO Box 7077 Gunnison, Colorado 81230 Jodi Payne (970) 641-4156 Email:Director@gunnisoncountryfoodpantry.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This 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 of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2026.

RECIPIENT: GUNNISON COUNTRY FOOD PANTRY

Signature: JPK

Name: Jodi Payne Krieger

Title: Executive Director

Date: 01/27/2026

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____

Matthew Birnie
County Manager

Date: _____

Community Based Organization 2026
Charges for Service Application

Organization Information		*Guidelines*
Organization Name:	Gunnison Country Food Pantry	**Please attach the following documents to this application:** A) Names and addresses of all Board members including designation of officers B) Budget detail for 2025 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well) C) 2025 Funding Report D) Copy of most recent audited/reviewed financial statements
Address 1:	PO BOX 7077	
Address 2:		
City:	Gunnison	
State:	CO Zip: 81230	
Telephone Number:	970-641-4156	**Submit completed application to:** Electronic Submittal: Adobe PDF Format Lupita Halligan, Senior Accountant LHalligan@gunnisoncounty.org Mailed Submittal: Gunnison County Finance Attn: Lupita Halligan 200 E Virginia Ave Gunnison, CO 812
Email Address:	director@gunnisoncountryfoodpantry.org	
Contact Person(s):	Jodi Payne	

****SUBMITTAL DEADLINE: OCTOBER 24, 2025****

1. **What is the amount of County funds requested? Please keep your request below $12,000.**

$14,000.00

2. **Provide specific information regarding what the County funds will be used for**.

Gunnison Country Food Pantry (GCFP) will use the funds requested for general operating expenses. GCFP's mission is to provide food assistance to those in need in a kind, confidential, and supportive environment. Its motto is, 'No one should go hungry in Gunnison Country.'

GCFP distributes food to those in need through three key programs:
1. No Cost Grocery Distribution:
No Cost Grocery Distribution is the Pantry's foundational set of programming. Distribution hours are Monday, Wednesday, and Thursday. Spanish/Cora translators are available during all regular distributions and Thursdays specifically cater to adults 60+. GCFP places a high premium on guests having agency over their own food choices. The Pantry is laid out as a grocery store. The shelves are stocked with fresh produce, dairy and basic pantry staples. Guests are invited to use a cart to "shop the pantry" by selecting food that suits their tastes, cultural traditions, and cooking facilities.

GCFP's distribution programming also extends to mobile operations. These services include deliveries to community members experiencing mobility challenges which prevent them from visiting the Pantry in person. Furthermore, GCFP supports Western Colorado University's Mountaineer Marketplace which caters to students and staff experiencing food insecurity.

2. Food for Children
Gunni-Packs, which include four meals and three snacks, are delivered weekly to children's homes. Healthy Snacks are delivered monthly to every school in the county, the library, and after-school programs. GCFP also manages two Mini-Pantries located in the Gunnison Community School and Pathways building.

3. Food on the Move
GCFP deploys a Fresh Mobile Pantry May-October. It serves five neighborhoods-in-need.
This set of programming also includes two mini-pantries, which are set up at the Crested Butte Mountain Resort employee lounge and the Palisades subsidized housing complex.
The Pantry also manages Emergency Boxes, which are located at 26 community organizations up and down valley. ***Continued on next page.***

4. NextStep Network

The NextStep Network is a new addition to GCFP's programs in 2025. Its focus is to treat the issues underlying food insecurity. The Network accomplishes this goal by connecting guests with further available resources, including 28 local, state, and federal initiatives – thereby enabling them to build out a broader and more resilient sense of economic security for themselves.

The following 2024 statistics illustrate who we serve and how we reach our guests. These metrics are tracked monthly.

- 2,530 individuals served: 579 children; 1,725 adults 18-59; 226 adults 60+
- 91,248 healthy snacks and 2,401 Gunni-Packs were distributed to children
- 213 Emergency Boxes were distributed by 26 partners
- The Fresh Mobile Pantry had 961 visits

Running an organization of this size demands substantial resources. Central to its operations is people power. The Pantry relies on a committed team of volunteers and strong partnerships within our community. In 2024, 236 volunteers selflessly contributed 8,613 hours, and 35 local organizations partnered with us to provide essential services to those in need. Volunteers and community partners work alongside the Pantry's five full-time staff members, five part-time staff members, and it's one full-time AmeriCorps volunteer.

Beginning with the Covid-19 pandemic in 2020, the Pantry has observed a trend of exponential growth in need. Unfortunately, even as the pandemic eased, the need only continued to grow despite funding sources meant to treat the fallout dissolving. Over the past three years alone (2021-2024) the Pantry has served 60% more neighbors than the three years prior. Each year since 2020, that number has consistently grown at a 10-15% year-over-year rate.

The growth in need is due to two primary factors: 1) Low wages (median household income in the Gunnison Valley is 28% lower than the state of Colorado's median income); 2) High housing costs (half of all Gunnison residents spend more than a third of their income on housing). Both elements have exacerbated in recent years. As a result, 40-45% of the County's residents live below the self-sufficiency standard and one-third (33%) of Gunnison Watershed School District students qualify to receive free or reduced meals and activity fees. Strikingly, in the most recent State of the Community Report, reported that 1 in 5 residents described experiencing food insecurity in their daily lives.

These data points are reflected clearly in the Pantry's own metrics. Nearly two-thirds of Pantry guests are working one or more jobs, the standard pay for which is lower than the state average despite the cost of living in the valley being significantly higher. This indicates the Pantry is primarily serving the working poor, rather than traditionally impoverished populations one associates with broader issue of food insecurity in the US.

The Pantry is also a significant resource for immigrant and other marginalized populations. Gunnison County's overall population is comprised of 15% primarily Spanish speaking individuals. That group makes up nearly 50% of all Pantry recipients.

Finally, the Pantry stands as a critical safety net to the most vulnerable of local populations: children, the elderly, and disabled community members. Last year the Pantry served 579 children and 276 adults over the age of 60.

It's clear that GFCP wouldn't be where it is now without Gunnison County's generous support over the years. The funding it supplied for our new facility in 2022 and its continued support of our operating expenses is part of the reason GFCP has been able to meet the recent increase in need. The Pantry looks forward to continued partnership with the County in the coming months and years.

3. **Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.**

The Pantry collects this data through a combination of intake paperwork, ongoing surveys and informal conversations with guests. It then uses the information to ensure it meets the set of three goals and eight objectives outlined in GCFP's strategic plan.

The Pantry continues to be guided by the goals and objectives as outlined in its 2022 Strategic Plan. Two of these goals measure the Pantry's effectiveness as it relates to the funds it is requesting from the County.

Goal 1 - Distribute food to everyone who requests assistance.

• Objective: Provide food assistance to over 1,000 unduplicated households by distributing food from the Gunnison Pantry three days a week, home deliveries twice a week, and the Mountaineer Marketplace.

Goal 2 - Reach populations which may need but may not seek food assistance.

• Objective: Implement outreach efforts to bridge the gap between bounty and poverty by navigating barriers of stigma and access, empowering neighbors to help neighbors, and testing strategies for distributing nutritious food in a safe, cost effective and equitable way.

On a monthly basis, GCFP staff report the organization's progress on the goals and objectives to the GCFP Board of Directors. Pantry staff and board members use the progress reports to measure the success of Pantry programs and outreach over time. In addition to these qualitative measures, GCFP staff intentionally connects with related County offices and community organizations to solicit feedback and suggestions related to the Pantry's overall impact on the community. This ongoing dialogue has proven invaluable in ensuring that the Pantry is addressing the ever-evolving needs of the community.

Finally, GCFP partners with the County in its efforts to promote optimal community health and wellbeing. While Gunnison County Department of Health and Human Services is limited by federal- and state-mandated eligibility requirements, GCFP does not require proof of citizenship, residency, income, or identification to provide food assistance. GCFP's low-barrier and culturally relevant services help bridge gaps within Gunnison County, so every resident has the resources needed to thrive.

The Pantry's ability to act as a safety net for the Community is more important now than ever as federal subsidies and social programs are removed or decreased.

2025 **Funding Recipient Project Report**

Recipient Information

Name of Funding Recipient: Gunnison Country Food Pantry (GCFP)

Dollar Value of County Funds Awarded: $12,000

Funding Recipient's Total 2025 Annual Budget: $766,916

Funding Summary

Other Funding Sources (please list source names and amounts received):

US Department of Agriculture $238,939
City of Gunnison $4,000
Colorado Food Assistance Grant $5,000
Gunnison County $12,000
Town of Mount Crested Butte $5,500
Rocky Mountain Health Foundation $17,000
Vail Resorts Charitable Fund $10,000
El Pomar Foundation $10,000
Community Foundation of the Gunnison Valley- Grant Fund $6,000
Walmart Foundation $4,000
Kroger Community Rewards $1,781

Percentage of Annual Budget funded by the other funding sources listed above: 98%

How the County funds were spent:

GCFP expended County funds in accordance with the activities outlined in our 2025 Grant Application and successfully met the following goals and objectives.

Goal 1: Distribute food to everyone who requests assistance.
Objective: Provide food assistance to more than 1,000 unduplicated households through food distributions at the Gunnison Pantry three days per week, twice-weekly home deliveries, and the Mountaineer Marketplace.

In 2025, the Food Pantry provided food assistance to every household that requested support via No Cost Grocery Shopping, Home Deliveries, and other core programming. In response to increased community need, GCFP also offered additional food distributions during the government shutdown in November, ensuring continued access to food for community members experiencing food insecurity.

Goal 2: Reach populations who may need, but may not actively seek, food assistance.
Objective: Implement at least four outreach efforts to bridge the gap between bounty and poverty by reducing access barriers, empowering neighbors to help neighbors, and testing safe, cost-effective, and equitable strategies for distributing nutritious food.

How the County funds were spent (continued):
GCFP consistently engaged in outreach to reach underrepresented and harder-to-reach populations throughout 2025. Mini Pantries were maintained across multiple locations to increase access to food outside of traditional pantry hours. The Pathways Mini Pantry at Gunnison High School was established and restocked monthly. The CBMR Mini Pantry was filled once per month until the ski season began in December, after which distribution increased to meet seasonal demand. The Palisades Apartments Mini Pantry was established and is restocked twice per month.

To strengthen communication and community awareness, the GCFP distributes a monthly "Newsflash" email to donors, partners, and volunteers, reaching 842 individuals. GCFP also placed multiple advertisements and community notices, including letters to the editor and People & Happenings submissions, in the Gunnison Country Times, Gunnison Shopper, and Crested Butte News.

In addition, GCFP attended or hosted 35 community events (food drives, farmers markets, community events) in 2025 to raise awareness about food insecurity and available resources. To further expand visibility, GCFP placed advertisements on the Mt. Express bus system in Crested Butte, increasing outreach to residents, workers, and visitors throughout the community.

Results Summary

Number of clients assisted during the funding year:
GCFP 2025 Statistics
- "Shop the Pantry" served 1,348 unique households or 2,452 individuals. Those households visited the Pantry 12,851 times. Of that, 524 were children 0-17; 1,665 were adults 18-59; and 263 were adults 60+.
- 50,892 servings of healthy snacks were given to the community through distribution, home deliveries, and Gunnison Community Schools.
- 3,151 Gunni-Packs were distributed. GCFP has served a total of 22,057 kid-friendly meals.
- 210 boxes of Emergency Food were distributed to community partners.

- The Fresh Mobile Pantry had 659 visits, May- October.

- Western Colorado University's Mountaineer Marketplace served 617 unique students, faculty, and staff who visited 2,207 times

Customer results achieved via the County funds:
Over the past five years, GCFP has experienced a significant and sustained increase in demand for food assistance as the valley-wide housing crisis has intersected with rising inflation and overall cost-of-living pressures. This growth in need reflects a broader and ongoing trend within the community rather than a short-term fluctuation.

In addition to an increase in the number of individuals seeking assistance, GCFP has also observed a notable rise in the intensity and cost of services provided. The average cost per pantry visit has increased substantially over time due to higher food prices and expanded programming needed to adequately serve guests. At the same time, overall pantry utilization has grown rapidly, requiring additional staffing, storage, and operational capacity to meet demand.

Despite these pressures, GCFP has successfully maintained — and improved — the quality of services offered. While scaling programs to respond to growing need, the Pantry expanded outreach to previously underserved populations and piloted new initiatives designed to reduce barriers to access and improve food equity. Today, GCFP is providing the highest quality services to the greatest number of people in its 60-year history.

Customer results achieved via the County funds (continued):
GCFP's ability to respond effectively to these increased demands would not have been possible without the continued support of Gunnison County. County investments, including funding allocated toward GCFP's facilities and core operations, laid the groundwork for the Pantry's ability to scale services, adapt programs, and meet community need. GCFP deeply values its partnership with Gunnison County and looks forward to continuing this collaboration to ensure that all residents have reliable access to food.

How your customer results were measured:
GCFP measures results through comprehensive and consistent record keeping. The organization maintains detailed data on the number of individuals and households served, the quantity of food distributed, the types of food most appropriate for community needs, and the level of food and financial donations received.

Data is collected through a combination of guest intake forms, ongoing surveys, and informal conversations with pantry guests, allowing GCFP to capture both quantitative and qualitative information. This data-driven approach enables GCFP to respond effectively to changing community needs while respecting guest dignity and choice.

The information collected is used to evaluate progress toward the goals and objectives established by the Board of Directors and outlined in GCFP's current strategic plan. Monthly review of this data guides program adjustments, outreach strategies, and resource allocation to ensure services remain responsive, equitable, and effective.

Submit this report by January 31, 2026 to the below contact. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Finance
Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

Email: lhalligan@gunnisoncounty.org

GUNNISON COUNTRY
Food Pantry
La Despensa de Alimentos

Board of Directors
Effective January 6, 2025

Steve Secofsky, President
37651 US Hwy 50, Gunnison, CO 81230
909-241-5594 accepts texts
stevesecofsky@msn.com
Term: September 2021 through September 2025
Forensic Scientist, Retired

Laura Osborne, Vice President
110 Emerald Lane, Gunnison, CO, 81230
985-312-8112 accepts texts- email preferred
ljosborne2021@gmail.com
Term: October 2022 through November 2025
Priest/Pastor, Title: Partnership Vicar of the Episcopal Church in Gunnison Valley

Benita Bellamy, Secretary
177 Elcho Avenue, Crested Butte, CO 81224
630-742-7559 accepts texts
benita.bellamy@gmail.com
Term: October 2020 through September 2025
Retail Expansion Project Manager

Sonja Chavez, Treasurer
114 Sandpiper Trail, Gunnison, CO 81230
970-595-4066, accepts texts
schavez@ugrwcd.org
Term: November 2022 through December 2025
General Manager, Upper Gunnison River Water Conservancy District

Matt Aronson, Director
116 Diamond Lane, Gunnison, CO 81230
970-943-7126 accepts texts- email preferred
maronson@western.edu
Term: October 2022 through November 2025
WCU Associate Professor of Sociology
Director, MBS in Rural Community Health

Kathy Weber-Alt, Director
9 Vulcan Street, Gunnison, CO 81230
303-748-8336, accepts texts
Kweberalt@gmail.com
Term: November 2022 through December 2025
Retired Public School Educator

Chad Reich, Director
711 Butte Ave, Unit E, Crested Butte, CO 81224
Mailing: PO BOX 3956
515-249-4075, accepts texts- email preferred
reichc@gmail.com
Term: December 2022 through January 2026
Director, High Country Conservation Advocates - environmentalism / conservation

Pat Wallace, Director
62 Barbra Pl, Crested Butte, CO 81224
303-818-5695, accepts texts
sueandpat04@msn.com
Term: January 2025 through January 2029
Director, Marketing

Mayte Burton, Director
16287 County Road 730, Gunnison CO 81230
970-901-8153. accepts texts
burtonmayte@gmail.com
Term: February 2025 through February 2029
Health Navigator

Non-Voting Members

Jodi Payne, Executive Director
810-656-0150 accepts texts- email preferred
director@gunnisoncountryfoodpantry.org
Nonprofit Management

Holly Hunter, Assistant Director of Community Wellness; Western Colorado University
719-205-0552 accepts texts
holly.hunter@western.edu
Community Wellness

Advisors

Jacob With, Business Transactional Law
Pam Montgomery, Community Volunteer
Mark Reaman, Community Awareness
Ben Coster, Software Technology

Gunnison Country Food Pantry 2025 Budget

	2025 Budget
Income	
UNKNOWN	
5001 · Operating Income	
6800 · Other Income	
6000 · Ind & Small Businesses	240,561.00
6001 · Comm Organizations	46,000.00
6002 · Businesses & Corporations	11,313.00
6003 · Government Entities	275,942.00
6005 · Foundations & Trusts	118,000.00
6011 · Building Project Contributions	27,000.00
6013 · Fundraising Event Income	20,000.00
6014 · Building Holding Fee	0.00
6600 · Pinnacol Assurance Dividends	100.00
9000 · Interest Income	28,000.00
Total 5001 · Operating Income	766,916.00
5500 · In-Kind Income	
6500 · In-Kind TEFAP/CSFP	175,000.00
6510 · In-Kind Vendors	174,300.00
6520 · In-Kind Comm/Admin/Serv	62,000.00
6540 · In-Kind New Bldg	0.00
6550 · In-Kind CAS Local Grant	0.00
Total 5500 · In-Kind Income	411,300.00
Total Income	1,178,216.00
Expense	
7002 · Direct Program Expenses	
7000 · Food	
7000 · Food	477,834.00
Total 7000 · Food	477,834.00
7250 · Food for Children	
7250 · Food for Children	28,200.00
Total 7250 · Food for Children	28,200.00
7240 · Food for 60+	19,850.00
7260 · Mountaineer Marketplace	1,000.00
7270 · Non-Food Items	5,300.00
7280 · Community Gathering Expense	12,000.00
7290 · Outreach Food	19,515.00
7002 · Direct Program Expenses - Other	0.00
Total 7002 · Direct Program Expenses	563,699.00
7004 · Operating Expenses	
8100 · Accounting	9,530.00
8261 · Admin Storage Unit	0.00
7010 · Auto Expenses	
8120 · Auto Expense Gas	2,000.00
8127 · Auto Expense Insurance	2,700.00
8126 · Auto Expense Registration Fee	251.00
8125 · Auto Expense R & M	6,000.00
7010 · Auto Expenses - Other	0.00
Total 7010 · Auto Expenses	10,951.00
8140 · Bank Charges/Stripe Fees	2,000.00
8220 · Condo Association Dues	11,000.00
8165 · Depreciation	110,000.00
8278 · Dry Storage/Office Rent	0.00
8166 · Endowment Fees and Losses	-6,315.00
8270 · Facility Repairs and Equipment	57,423.00
7003 · Fund Development Expenses	
8152 · Community Awareness	
8152 · Community Awareness - Other	7,700.00
Total 8152 · Community Awareness	7,700.00
8160 · Fund Development	12,000.00
7003 · Fund Development Expenses - Other	0.00
Total 7003 · Fund Development Expenses	19,700.00
8195 · Insurance Liability	4,390.00
8196 · Insurance Worker's Comp	3,000.00
8312 · Interest Expense	18,000.00
8390 · IT/Website	1,800.00
8101 · Legal Fees	100.00
8275 · Maintenence	26,500.00
8180 · Membership Dues/Annual Fees	14,521.76

Gunnison Country Food Pantry 2025 Budget

	2025 Budget	
8400 · Misc Expenses	500.36	
66000 · Misc PR Expense	10.00	
8280 · Off Site Freezer	600.00	
7013 · Payroll Expenses		
8366 · PR-Data and Systems Coordinator	50,800.00	
8363 · PR Office Manager	46,900.00	
8350 · PR Director	67,000.00	
8360 · PR Pantry Manager	47,800.00	
8368 · PR Fund Development Assistant	27,300.00	
8369 · PR Social Media Coordinator	3,640.00	
Community Coordinator	42,200.00	
8365 · PR Pantry Operations	21,268.00	
8362 · Payroll Taxes	23,000.00	
8367 · Staff Wellness	12,818.00	
7013 · Payroll Expenses - Other	0.00	
Total 7013 · Payroll Expenses	342,726.00	
8361 · Proffessional Development	18,900.00	
8259 · Property Taxes	0.00	
7015 · Service Opportunies Program		
8392 · AmeriCorps Volunteer	13,199.88	
8380 · Volunteers	4,120.00	
8393 · Work Study/Internships	1,800.00	
7015 · Service Opportunies Program - Other	0.00	
Total 7015 · Service Opportunies Program	19,119.88	
7016 · Staff Appreciation	600.00	
8241 · Supplies		
8244 · Food Recovery Supplies	1,500.00	
8240 · Office Supplies	4,150.00	
8243 · Pantry Supplies	5,700.00	
8241 · Supplies - Other	0.00	
Total 8241 · Supplies	11,350.00	
8229 · Subcontractors	0.00	
7004.10 · Unknown	0.00	
8279 · Utilities		
8279.1 · Electric/Water/Sewer	7,000.00	
8279.2 · Natural Gas	1,600.00	
8310 · Telephone and Internet	3,310.00	
8279.3 · Trash Services	2,200.00	
8279 · Utilities - Other	0.00	
Total 8279 · Utilities	14,110.00	
7004 · Operating Expenses - Other	0.00	
Total 7004 · Operating Expenses	690,517.00	
Total Expense	1,254,216.00	
Net Income	**-76,000.00**	
Capital Non-Posting Expense	0.00	-
Mortgage Payment	22,000.00	***NON-POSTING EXPENSE***
CFGV Endowment Contribution	12,000.00	***NON-POSTING EXPENSE***

411,300.00	In-kind income/expense (no cash expense)
110,000.00	depreciation (no cash expense)
766,916.00	Cash expense
766,916.00	cash expected

GUNNISON COUNTRY FOOD PANTRY

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2024

TOGETHER WITH INDEPENDENT ACCOUNTANTS' REVIEW REPORT

GUNNISON COUNTRY FOOD PANTRY

FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2024

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June 17, 2025

Independent Accountants' Review Report

Board of Directors
Gunnison Country Food Pantry
Gunnison, Colorado

We have reviewed the accompanying statements of **Gunnison Country Food Pantry** (a Colorado nonprofit corporation), which comprise the statements of financial position as of December 31, 2024 and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Gunnison Country Food Pantry and meet our other ethical responsibilities, in accordance with relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements for the year ended December 31, 2024, in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Report on 2023 Financial Statements

The financial statements for the year ended June 30, 2024, were audited by us and we expressed an unmodified opinion on them in our report dated July 18, 2024, but we have not performed any audit procedures since that date.

Report on Summarized Comparative Information

We previously audited Gunnison Country Food Pantry's 2023 financial statements, and we expressed an unmodified opinion on those financial statements in our report dated July 18, 2024. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Taylor Roth and Company PLLC

TAYLOR, ROTH AND COMPANY, PLLC
CERTIFIED PUBLIC ACCOUNTANTS
DENVER, COLORADO

GUNNISON COUNTRY FOOD PANTRY

STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2024
(WITH COMPARATIVE TOTALS FOR 2023)

	Reviewed 2024	Audited 2023
Assets		
Cash and cash equivalents	$ 565,886	$ 673,775
Grants and contracts receivable	48,910	63,637
Donations receivable (Note 4)	113,500	156,523
Prepaid expenses	896	1,393
Inventory (Note 5)	11,700	11,700
Investments (Note 6)	301,780	-
Beneficial interest in asssets held by others (Note 7)	55,763	25,768
Property and equipment (Note 8)	1,144,066	1,170,443
Total assets	$ 2,242,501	$ 2,103,239
Liabilities and net assets		
Accounts payable	$ 399	$ 9,121
Payroll liabilities	21,174	19,026
Property taxes payable	-	2,172
Tenant deposits	1,500	1,500
Notes payable (Note 9)	437,352	448,217
Liabilities	460,425	480,036
Net assets		
Undesignated	1,224,141	957,864
Board designated operating reserve	300,000	225,000
Board designated building reserve	200,000	255,408
	1,724,141	1,438,272
With donor restrictions		
Purpose restrictions (Note 10)	2,172	159,163
Endowment (Note 7)	55,763	25,768
Total net assets	1,782,076	1,623,203
Total liabilities and net assets	$ 2,242,501	$ 2,103,239

See accompanying notes and independent accountants' review report

GUNNISON COUNTRY FOOD PANTRY

STATEMENT OF ACTIVITIES
DECEMBER 31, 2024
(WITH COMPARATIVE TOTALS FOR 2023)

	Reviewed 2024				Audited 2023
	Without Donor Restrictions	With Donor Restrictions	Endowment	Total	Total
Revenue and other support					
Government awards and contracts	$ 289,232	$ 63,677	$ -	$ 352,909	$ 259,818
Individuals and board contributions	175,037	2,398	-	177,435	187,814
Foundations	144,656	5,250	-	149,906	71,546
Community organizations	42,648	25,800	-	68,448	86,532
Project contributions	-	49,550	-	49,550	296,013
Investment income	17,164	-	5,995	23,159	4,885
Special event income	19,317	-	-	19,317	22,971
Less direct event expenses	(1,095)	-	-	(1,095)	(2,725)
Businesses and corporations	7,965	-	-	7,965	11,000
Expiration of building option	-	-	-	-	12,105
Rental income	-	-	-	-	2,500
Other	11,268	-	-	11,268	42
In-kind (Note 11)	526,666	-	-	526,666	344,849
Net assets released from restrictions (Note 12)	303,666	(303,666)	-	-	-
Total revenue and other support	1,536,524	(156,991)	5,995	1,385,528	1,297,350
Expense					
Undesignated	1,041,305	-	-	1,041,305	738,896
Supporting services					
Management and general	131,547	-	-	131,547	105,909
Fundraising	53,803	-	-	53,803	37,850
Total expense	1,226,655	-	-	1,226,655	882,655
Change in net assets	309,869	(156,991)	5,995	158,873	414,695
Transfer to endowment	(24,000)	-	24,000	-	-
Net assets, beginning of year	1,438,272	159,163	25,768	1,623,203	1,208,508
Net assets, end of year	$1,724,141	$ 2,172	$ 55,763	$1,782,076	$ 1,623,203

See accompanying notes and independent accountants' review report

GUNNISON COUNTRY FOOD PANTRY

STATEMENT OF FUNCTIONAL EXPENSES
DECEMBER 31, 2024
(WITH COMPARATIVE TOTALS FOR 2023)

	Reviewed 2024				Audited 2023
		Supporting Services			
	Program	Management and General	Fund-raising	Total	Total
Salaries	$ 153,577	$ 47,254	$ 35,441	$ 236,272	$ 186,728
Payroll taxes and benefits	22,115	6,805	5,103	34,023	20,350
Recipient food assistance	639,803	-	-	639,803	430,634
Occupancy	28,128	3,215	803	32,146	33,106
Outreach	23,389	4,525	-	27,914	9,200
Website design and maintenance	8,089	8,089	8,088	24,266	1,085
Interest expense	-	18,050	-	18,050	19,935
Membership dues and subscriptions	14,709	1,634	-	16,343	14,170
Training and development	-	11,671	-	11,671	2,486
Professional services	-	11,203	-	11,203	8,653
Operating supplies	9,749	-	-	9,749	4,482
Property taxes	-	7,909	-	7,909	13,303
Travel	6,224	1,556	-	7,780	1,879
Insurance	-	7,339	-	7,339	7,164
Fund development	-	-	3,810	3,810	4,454
Telephone and internet	2,216	633	317	3,166	3,630
Volunteer program	1,156	1,155	-	2,311	5,938
Undesignated	-	-	1,095	1,095	2,725
Bank fees	-	312	208	520	1,329
All other	698	197	33	928	3,541
	909,853	131,547	54,898	1,096,298	774,792
Depreciation	131,452	-	-	131,452	110,588
Total expenses	1,041,305	131,547	54,898	1,227,750	885,380
Less expenses included with revenues on the Statement of Activities					
Cost of direct benefit to donors	-	-	(1,095)	(1,095)	(2,725)
Net expense	$1,041,305	$ 131,547	$ 53,803	$ 1,226,655	$ 882,655

See accompanying notes and independent accountants' review report

GUNNISON COUNTRY FOOD PANTRY

STATEMENT OF CASH FLOWS
DECEMBER 31, 2024
(WITH COMPARATIVE TOTALS FOR 2023)

	Reviewed 2024	Audited 2023
Cash flows from operating activities		
Change in net assets	$ 158,873	$ 414,695
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation expense	131,452	110,588
Endowment (gains) losses	(5,117)	(3,527)
Changes in operating assets and liabilities		
(Increase)decrease in donations receivable	43,023	(153,223)
(Increase)decrease in grants and contracts receivable	14,727	(31,637)
(Increase)decrease in prepaid expenses	497	2,490
(Increase)decrease in inventory	-	14,489
(Decrease)increase in accounts payable	(8,722)	989
(Decrease)increase in payroll accruals	2,148	4,333
(Decrease)increase in property taxes payable	(2,172)	-
Net cash provided(used) by operating activities	334,709	359,197
Cash flows from investing activities		
(Purchases) of fixed assets	(105,075)	(136,548)
(Reinvestment) of endowment earnings	(878)	(489)
(Purchases) of endowment investments	(24,000)	-
(Reinvestment) of interest income	(1,780)	-
Undesignated	(300,000)	-
Net cash provided(used) by investing activities	(431,733)	(137,037)
Cash flows from financing activities		
(Repayment)borrowing on notes payable	(10,865)	(12,508)
Net increase in cash and cash equivalents	(107,889)	209,652
Cash and cash equivalents, beginning of year	673,775	464,123
Cash and cash equivalents, end of year	$ 565,886	$ 673,775
Supplemental disclosure of information:		
Interest paid during the year	$ 18,050	$ 19,935

See accompanying notes and independent accountants' review report

GUNNISON COUNTRY FOOD PANTRY

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1 - NATURE OF ACTIVITIES

In 2006, Gunnison Country Food Pantry (the Organization) registered with the State of Colorado as a 501(c)3 nonprofit administered by a Board of Directors. Its mission is to serve those in need in Gunnison County by providing food assistance in a confidential and supportive environment. Food is donated by Care and Share Food Bank for Southern Colorado, local vendors and distributors participating in the Feeding America program, and members of the community. Monetary donations are received from individuals and small businesses, faith based and civic organizations, corporate businesses, government entities and foundations. Food assistance is distributed through four programs: Open Hours, Food for Adults 60+, Food for Children, and Outreach Efforts. The Organization is primarily supported by in-kind donations, government awards and contracts and individual and board contributions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES

1. Basis of Accounting

   The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

2. Basis of Presentation

   The Organization is required to report information regarding its financial position and activities according to two classes of net assets:

   Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

   Net assets with donor restrictions: Net assets that are subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated that the funds be maintained in perpetuity.

   Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

   Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulation regarding how long the contributed asset must be used are recorded net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES (Continued)

3. Cash and Cash Equivalents

The Organization considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents unless held in the investment portfolio.

4. Revenue and Revenue Recognition

The Organization recognizes contributions when cash, securities and other assets; an unconditional promise to give; or a notification of a beneficial interest is received; conditional promises to give with a measurable performance barrier and a right of return are not recognized until the conditions on which they depend have been met.

5. Capitalization and Depreciation

The Organization follows a practice of capitalizing all expenditures for furniture and equipment in excess of $2,500. The fair value of donated assets is similarly capitalized. Depreciation of furniture and equipment is provided over the estimated useful lives of the respective assets on a straight-line basis.

6. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

7. Income Taxes

The Organization has received an Internal Revenue Service exemption from federal income taxes under Section 501(c)(3). Accordingly, no provision or liability for income taxes has been provided in the accompanying financial statements.

8. Functional Reporting of Expenses

For the year ended December 31, 2024, the costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The allocations are determined by management on a rational and systematic basis. Salaries and benefits are allocated on a time and effort basis. All other expenses are allocated based on the program benefitted.

9. Summarized Prior-Year Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended December 31, 2023, from which the information was derived.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES (Concluded)

10. Fair Value Measurements

The Organization follows the provisions of the Fair Value Measurements and Disclosures Topic of FASB ASC, which require use of a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels: quoted market prices in active markets for identical assets and liabilities (Level 1); inputs other than quoted market prices that are observable for the asset or liability, either directly or indirectly (Level 2); and unobservable inputs for the asset or liability (Level 3).

11. Subsequent Events

Management has evaluated subsequent events through June 17, 2025, the date the financial statements were available to be issued.

NOTE 3 - AVAILABILITY AND LIQUIDITY

The following represents Gunnison Country Food Pantry's financial assets at December 31, 2024:

Financial assets at year-end	Amount
Cash and cash equivalents	$ 565,886
Donations, contracts and awards receivable	162,410
Investments	301,780
Beneficial interest in assets held by others	55,763
	1,085,839
Less: amounts not available for general expenditures Within one year due to:	
2026 donations receivable	(50,000)
Endowment	(55,763)
	(105,763)
Financial assets available to meet cash needs for general expenditures within one year:	$ 980,076

The Organization's goal is generally to maintain financial assets to meet six months of operating expenses. At year-end, the Organization held financial assets to meet approximately nine months of operating expenses. Management considers donor restricted contributions that will be used within one year as part of its ordinary operations, as being available for general expenditures.

NOTE 4 - DONATIONS RECEIVABLE

At year-end, donations receivable consists of promises to give from individuals, and other organizations. Management has evaluated these receivables and does not believe that an allowance for doubtful accounts is needed. Management also feels that any present value discount would be immaterial to these financial statements. Management expects payments to be received on these grants as follows:

Year	Amount
2025	$ 63,500
2026	50,000
Total	$ 113,500

NOTE 5 - INVENTORY

At year-end, inventory held for distribution to the community, at its estimated fair value, consisted of:

Description	Amount
Food	$ 11,700

NOTE 6 - INVESTMENTS

At year-end, investments consist of a 7 month and a 13 month certificate of deposit. Interest rates are 4.00% and 4.59% on these two certificates of deposit. During the year, the Organization earned $17,164 in interest on these investments and its operating cash balances.

NOTE 7 - BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS - ENDOWMENT

The Organization has established an endowment fund with the Community Foundation of the Gunnison Valley by contributing its own funds and donor restricted funds into the endowment. When the assets were transferred, the Organization granted variance power to the Foundation. The fair value of this Fund at year-end was $55,763. Distributions from the Fund shall be limited to the Fund's distributable amount as determined by the Foundation's spending policy. Distributions will be paid and distributed at such times as the Foundation and the Organization may from time to time agree.

At year-end, investment activity and income (Level 3 inputs) are as follows:

Description	Amount
Balance, beginning of year	$ 25,768
Additions	24,000
Interest and dividends	878
Unrealized and realized gains	5,478
Management fees	(361)
Net investment return	5,995
Balance, end of year	$ 55,763

NOTE 8 - PROPERTY AND EQUIPMENT

At year-end, property and equipment consist of:

Description	Amount
Land	$ 120,000
Building improvements	778,414
Building	481,493
Vehicles	42,331
Equipment	37,082
Total	1,459,320
Less: accumulated depreciation	(315,254)
Net property and equipment	$ 1,144,066

Depreciation expense for the year was $131,452.

NOTE 9 - NOTES PAYABLE

On February 14, 2022, the Organization borrowed $470,000 at a fixed rate of 4.00% from a local bank to purchase and renovate a building to eventually house the program and office space and rent out a portion of the building to other tenants. Principal and interest payments of $2,495.61 began on March 24, 2022, and continue until January 14, 2032, at which time a balloon payment of $338,584 will be due. As of December 31, 2024, the outstanding balance on this loan is $437,352.

The following is a schedule of principal maturities on the note:

Year	Amount
2025	$ 12,441
2026	12,955
2027	13,490
2028	14,002
2029 and after	384,464
Total	$ 437,352

NOTE 10 - NET ASSETS WITH DONOR RESTRICTIONS

At year-end net assets with donor restrictions were available for the following program purposes:

Description	Amount
Community gatherings	$ 1,172
Staff wellness	1,000
Total	$ 2,172

NOTE 11 - IN-KIND CONTRIBUTIONS

The fair value of donated services included as contributions in the financial statements and the corresponding program expenses for the year consist of:

Description	Utilization in Programs/Activities	Donor Restrictions	Revenue Recognized
Donated food (valued at $1.90 lb.)	Programs	None	$ 440,167
Community services	Programs	None	72,018
Local grant	Program	None	10,329
Donated building improvements	Programs	None	4,152
Total			$ 526,666

The value of donated community services, building improvements, and local grant were based on their estimated fair value.

No amounts have been reflected in the financial statements for donated services not requiring specific expertise. During the year volunteers donated 8,315 hours of service to help in the food bank operations. Management estimates that these services had a value of approximately $237,310.

NOTE 12 - NET ASSETS RELEASED FROM DONOR RESTRICTIONS

During the year, net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes:

Description	Amount
Building purchase and renovation	$ 199,550
Food distribution	63,677
Food for children	18,437
Outreach food	8,400
Community gatherings	5,210
Facility	3,850
Food for adults 60 and older	2,500
Mountaineer marketplace	1,637
Staff wellness	405
Total	$ 303,666

NOTE 13 - CONCENTRATION OF CREDIT RISK

The Organization places all of its cash with four financial institutions. Amounts in excess of $250,000 are not insured by the FDIC or related entity. At year-end, the Organization's uninsured balance at these one financial institutions was about $281,925. Management has evaluated its banking needs and the strength of these financial institutions and feels it is in the best long-term interest of the organization to continue its existing banking relationships.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Gunnison Valley Animal Welfa

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see attached.

Fiscal Impact: 12000

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: ◉ Required ○ Not Required

Comments:

Reviewed by: Discharge Date: 2/11/2026

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/12/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

COUNTY AID AGREEMENT

Project Title: GUNNISON VALLEY ANIMAL WELFARE LEAGUE

Award Period: **JANUARY 1, 2026 TO DECEMBER 31, 2026**

Award: $12,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Gunnison Valley Animal Welfare League**
PO Box 1834
98 Basin Park Drive
Gunnison, Colorado 81230
Contact Name: **Kayce Steele**
Telephone: (970) 641-1173
Email: info@gvawl.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Twelve Thousand U.S. dollars (**$12,000**) (the "Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect

the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date

of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. Effect of Project Completion or Termination. Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. Notices. Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Finance Department Lupita Halligan 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email lhalligan@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Gunnison Valley Animal Welfare League PO Box 1834 98 Basin Park Drive Gunnison, Colorado 81230 Kayce Steele (970) 641-1173 Email: info@gvawl.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. Assignment. Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This 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 of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2026.

RECIPIENT: GUNNISON VALLEY ANIMAL WELFARE LEAGUE

Signature: Kathryn Steele

Name: Kathryn "Kayce" Steele

Title: Board President

Date: 1.27.26

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____

Matthew Birnie
County Manager

Date: _____

Community Based Organization 2026
Charges for Service Application

Organization Information	
Organization Name	Gunnison Valley Animal Welfare League (GVAWL)
Address 1:	98 Basin Park Drive
Address 2:	PO Box 1834
City:	Gunnison
State:	CO Zip: 81230
Telephone Number:	970-641-1173
Email Address:	gvawlcentral@gmail.com
Contact Person(s)	Kayce Steele, Board President

Guidelines

Please attach the following documents to this application:

A) Names and addresses of all Board members including designation of officers

B) Budget detail for 2025 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

C) 2025 Funding Report

D) Copy of most recent audited/reviewed financial statements

Submit completed application to:

Electronic Submittal: Adobe PDF Format
Lupita Halligan, Senior Accountant
LHalligan@gunnisoncounty.org

Mailed Submittal: Gunnison County Finance Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

****SUBMITTAL DEADLINE: OCTOBER 24, 2025****

1. **What is the amount of County funds requested? Please keep your request below $12,000.**

The Gunnison Valley Animal Welfare League (GVAWL) respectfully requests $12,000 in operational funds.

2. **Provide specific information regarding what the County funds will be used for**.

The Gunnison Valley Animal Welfare League (GVAWL) is a 501(c)(3) which works under our mission to: care for homeless animals and place them in permanent homes, assist the community with spay/neuter costs, and prevent the neglect of and cruelty to animals by educating the public about their humane treatment and by promoting humane behavior. We achieve this mission through the various programs we provide to our community.

GVAWL accepts stray, abandoned, relinquished, and impounded cats and dogs in the Gunnison Valley. We work to locate an animal's owners when there is one; otherwise, each animal is provided any necessary medical care, spay/neuters, microchipping, and vaccinations prior to being placed in a forever home. During their stay in our facility, our\ animals are fed, exercised, and provided love and attention by our dedicated shelter manager, part-time assistant manager, and our fifty plus volunteers. The animals are taken for walks, played with, given treats and provided with enrichment exercises, and some even receive one-on-one training from local dog trainers. We, as an organization, strive to provide all the animals in our care with the love and attention they deserve but to also establish relationships with each one in order to determine the ideal adopter and home for every animal. When possible, GVAWL also traps feral cats in the county limits and spays/neuters them prior to releasing them to a barn home. This helps the county drastically decrease the number of homeless animals in our community. In 2024, the Best Friends Animal Sanctuary listed GVAWL as a no-kill rescue,

https://bestfriends.org/no-kill/animal-shelter-statistics/colorado. GVAWL is run by a working Board of Directors and a large volunteer pool with our only paid positions consisting of our full-time shelter manager and our part-time (6-10 hours/week) assistant shelter manager.

In addition, GVAWL works with another local non-profit organization, Project Hope, by providing temporary housing to animals belonging to survivors of domestic violence. Survivors of domestic violence are often terrified that if they leave their partner and do not take their pet with them, their pet will be injured or killed. Because of this, when the survivor is unable to take their pet with them, they often decide to stay and protect their animal. But now, in Gunnison County, this is not necessary. If a survivor has a pet, GVAWL will temporarily provide care for that pet while their owner makes arrangements to return them to their care. This provides not only safety for the animal but also provides a sense of relief for the pet owner and allows them to focus on ensuring their own safety.

Another way we assist our community members is with our spay and neuter program in which we provide coupons for spay/neuter assistance to those in financial need. This program is income based and is utilized to assist with the costs associated with the spay/neuter of privately owned pets in our community. Such a program is imperative to communities as spaying/neutering pets can lead to a decrease in aggressive behavior as well as in an animal's likelihood to roam which in turn decreases the amount of dog bites and stray animal calls that our local law enforcement agencies must respond to. Spaying and neutering our pets can also decrease the likelihood of certain cancers and can decrease undesirable behaviors such as marking (peeing on items) which thus decreases the likelihood of the animal being relinquished to the shelter due to behavior problems.

In 2025, the GVAWL Board devoted much time to revamping the current spay/neuter program which at the time issued a set amount for a cat spay, a dog spay, another for a cat neuter, and a fourth amount for a dog neuter. These amounts were issued regardless of the applicant's income. The issue we were noticing with this format was that when someone in need did not receive enough assistance, they did not utilize the coupon nor did they have their pet spayed or neutered. We determined that funds would be best spent giving larger coupon amounts to those in the most need and lesser to those just needing minimal assistance. In order to determine which coupon amounts would be most helpful, we contacted local veterinarians to determine their average cost for cat spays and neuters and dog spays and neuters. We then were able to create a sliding scale that standardized what coupon amounts would be issued for each procedure based on a household's reported total income. We believe this new scale will allow us to help where help is most needed and to continue to increase the amount of spayed/neutered animals in our valley, thus decreasing the homeless pet population. Every year, GVAWL applies for grant funds through the Colorado Pet Overpopulation Fund (CPFO) to assist with this program's expenses.

Silver Whiskers is another program we manage which places an animal with a veteran, disabled, senior, or low-income individual who would benefit greatly from owning a pet but is unable to financially afford one. Owning a pet increases an individual's activity level, improves health, and decreases loneliness and we believe everyone should experience pet ownership and its benefits despite their

level of income. We do so by linking individuals with a pet that we believe would be a good match, waive the adoption fee, and assist with providing food and medical care for the animal. Every year, we apply for grant assistance specifically for Silver Whiskers to cover the costs associated with the program.

GVAWL provides education to our community through social media, our website, answering questions made in person or by phone or email, linking pet owners to local resources, providing tours of the shelter to youth programs, and through our Pet Expo. We create a sense of community through our well known public events such as Spayghetti and No Balls Dinner, our annual yard sale (which brought in approximately $8,000 this past year), Santa Paws (photos with Santa Claus for kids and pets), and more. We maintain close, effective relationships with the Gunnison Sheriff's Office and City Neighborhood Services, and reserve specific kennels for all law enforcement agencies that can be accessed 24/7. When able to do so, we also provide pet food to families in need to help decrease their financial strain as well as the possibility of them needing to relinquish their beloved pet.

At Gunnison Valley Animal Welfare League, we have a clear understanding that healthy, safe, and educated pet ownership is a benefit to the entire community. Our shelter plays a vital role in the community and surrounding areas as we provide essential services that are not otherwise available. GVAWL has a clear understanding of our role to provide the community safe and reliable care and\ adoptions. We know that companion animals can provide comfort and stability, particularly for our most vulnerable community members.

3. **Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.**

In January 2027, we will be able to provide the County of Gunnison with the number of cats and dogs that: entered our care and how (relinquishment, stray, impounded), were returned to owner, and were adopted, as well as how many spay and neuter coupons were issued to our community members. As this is information we always record, we will be able to compare 2026 to previous years. In addition, we will be able to provide monthly financial statements, a 2026 budget, Board meeting agendas and minutes, payroll hours, estimated number of volunteers hours, and other crucial documents upon request. Per our County lease agreement, GVAWL also annually provides the County with a BOCC, a report specifically tracking County animals in our care.

As an organization, we believe the most effective way to gauge our success is by the continued successful operation and effective management of the shelter. This is exhibited by dedicated staff, loyal and passionate volunteers, a hardworking board, a supportive community, and most importantly, safe, healthy, and joyful pets living with their loving and grateful families. It also includes us maintaining working, collaborative relationships with law enforcement, local businesses, and non-profits in the community.

We are the only non-profit animal shelter in the valley that maintains a contract with Gunnison County, providing shelter and care to homeless, abandoned, impounded, and relinquished animals in the county. We also provide spay/neuter assistance, education, and feral cat services to continue our work in decreasing the homeless pet population in the valley. While providing these services, we continue to work to improve our programs (re-assessing our Spay/Neuter Coupon program and continuing to improve upon our fundraising) and making improvements to the shelter. In 2025, we successfully transitioned two of our indoor only dog kennels into indoor-outdoor kennels, providing scared animals the ability to let themselves in and out of the building on their own. This is a huge advancement in the safety and well-being of our animals as well as our staff and volunteers. Through funds from the county, we will continue to provide these services and in our work towards meeting these goals, as well as in our work in furthering the betterment of the shelter.

2025 Funding Recipient Project Report

Recipient Information

Name of Funding Recipient: Gunnison Valley Animal Welfare League (GVAWL)

Dollar Value of County Funds Awarded: $11,500

Funding Recipient's Total 2025 Annual Budget: $156,500

Funding Summary

Other Funding Sources (please list source names and amounts received):
- Wags and Menace- $2,000 for medical expenses
- CPOF- Tax Checkoff Grant- $4,000
- CPOF- License Plate Grant- $15,000
- City of Gunnison - $2,000
- Community Foundation of the Gunnison Valley- $5,000 operations
- Community Foundation of the Gunnison Valley, Here for Good- $1,000
- Gunnison Home Association - $2,500 (for Seniors)
- Mt Crested Butte - $5,000 (only for Mt. CB residents only)

Percentage of Annual Budget funded by the other funding sources listed above: Gunnison County provides approximately 5.8% of our total income, leaving the remaining 94.2% to be covered by in-kind donations and the funding sources listed above.

How the County funds were spent:
Operational funds received from Gunnison County were utilized to assist in covering the day-to-day expenses incurred while running an animal shelter: utility bills (which totaled $9,613), repairs costs, shelter supplies, as well as food and other needs for the animals. With the Gunnison County providing this assistance, it has allowed us to continue with our mission of providing shelter and care for stray, homeless, and impounded animals in the Gunnison Valley, as well as providing spay/neuter assistance to our community members in need of such help, to continue work with our Silver Whiskers Program, to provide 24/7 access to the shelter for law enforcement, and to assist Project Hope with the pets of survivors. These funds also allowed us to focus fundraising opportunities for a very needed improvement to the shelter: converting two of our indoor only kennels into indoor-outdoor kennels. This project was a huge benefit not only to the dogs in our shelter but to our volunteers, staff, and law enforcement officers.

Results Summary

Number of clients assisted during the funding year:

Between January 1, 2025, and December 31, 2025, GVAWL:
- Adopted 117 Cats and Kittens
- Returned 8 Cats and Kittens to Their Owners
- Accepted 84 Relinquished Cats and Kittens
- Adopted 48 Dogs and Puppies
- Returned 58 Dogs and Puppies to Their Owners
- Accepted 44 Relinquished Dogs and Puppies
- Provided care for 3 cats and 3 dogs in our Silver Whiskers Program
- 99 Vouchers Were Issued for the Spay/Neuter of Community Cats and Dogs

These statistics only provide a view of the number of animals we assisted in 2025; it does not provide insight into the number of residents we assisted through our thousand plus phone calls, emails, letters, social media contacts, walk-ins, and scheduled appointments, which we receive from the community requesting assistance with food or medical expenses, inquiring into the process of relinquishment or adoption, adopters reaching out with updates and follow up questions, etc. Nor does it include individuals, youth groups, or families who visit the shelter to view the facility, volunteer, donate, or learn about the services we provide. It does not include the number of individuals we interacted with during fundraising and community events nor contacts made by our volunteers with community members while they are walking our dogs.

Our services are available for the entire Gunnison County community and when possible, we also extend our services to Hinsdale and Saguache Counties as they do not have such services available for their residents.

Customer results achieved via the County funds:

- Adopted 117 Cats and Kittens
- Returned 8 Cats and Kittens to Their Owners
- Accepted 84 Relinquished Cats and Kittens

- Adopted 48 Dogs and Puppies
- Returned 58 Dogs and Puppies to Their Owners
- Accepted 44 Relinquished Dogs and Puppies

- Provided care for 3 cats and 3 dogs in our Silver Whiskers Program

- 99 Vouchers Were Issued for the Spay/Neuter of Community Cats and Dogs

How your customer results were measured:
We measure our results by tracking the number of lost pets returned to their owners, the number of animals adopted, the amount of spay and neuter assistance or full payment vouchers we issue to our residents, the number of animals and humans we assist with our Silver Whiskers Program, and the total amount of successful fundraisers and completed projects.

This year, we were able to provide the above mentioned services to animals and humans, but we were also able to expand two of our indoor only kennels into indoor-outdoor kennels, update our spay and neuter program procedures so that we can provide more assistance to those in greater need, hired a new shelter manager after the retirement of the previous manager, and obtained a grant to allow us to hire dog trainers in 2026 to work with the dogs in the shelter to address behavior problems and shorten their stays in the adoption center.

We also have begun focusing on improving our current fundraisers and implementing changes to make them as successful as possible, rather than adding additional fundraisers to our calendar. Some of the changes implemented included: expanding the time for our Spayghetti and No Balls Dinner, altering our GFALL Festival to an on-line only auction, and changing the way donations could be made towards our Annual Yard Sale, making it easier for donors to donate. The results were seen in the success of our fundraising events: Spayghetti and No Balls raised $4,190 in 2025 after raising $3,848 in 2024, GFALL went from $4,546 in 2024 to approximately $9,000 in 2025, and the Annual Yard Sale saw a total of $8,175 in 2025 after seeing $4,871 in 2024.

But we always provide the caveat that the real measure of success for us is measured in terms of quality over quantity. We cannot necessarily control the number of pets that need to be relinquished by our residents or the number of strays who are provided with shelter until their families are located, but we can control the level of care provided to these animals and their humans. We can continue to expand our programming to address community needs, improve current programming to ensure our services are running efficiently while serving the most people in the best way possible, build upon our existing shelter space to provide new and improved levels of care, implement new policy/procedure to meet PACFA requirements and provide a higher level of care for the animals in our care, and continue to run a non-profit that is loved and supported by our community.

Submit this report by January 31, 2026 to the below contact. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Finance
Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

Email: lhalligan@gunnisoncounty.org

Current Board Member Contact Information:				
President:		**Physical Address:**	**Mailing Address (if different)**	**Ocupation/Title**
Name:	Kayce Steele	508 N. 7th St		Office Manager, Crested Butte Marshal's Office
Phone:	970-238-0252	Gunnison, CO 81230		
Email:	kaycebarnett@gmail.com			
Vice President:				
Name:	OPEN			
Phone:				
Email:				
Treasurer:				
Name:	Sarah Wattles	4359 County Road 10		Bookkeeper, Marvel Accounts LLC
Phone:	(970)275-2348	Gunnison, CO 81230		
Email:	sarahmarvelco@gmail.com			
Secretary:				
Name:	Nora Grant	740 County Road 20		Retired Veterinarian
Phone:	205-706-2421	Gunnison, CO 81230		
Email:	noragrantdvm1@gmail.com			
Board Members:				
Name:	Kara Berg	302 E Ohio		
Phone:	turtlefat@gmail.com	Gunnison, CO 81230		
Email:	(541)350-6456			
Name:	Christina Sorenson	3517 County Road 730		Retired
Phone:		Gunnison, CO 81230		
Email:	c.roman.sorensen@gmail.com			
Name:	Jill Lazo	656 Tomichi Trail		Retired
Phone:		Gunnison, CO 81230		
Email:	lewey1012@gmail.com			
Name:	Emily Hatton	160 Aspen Lane, Unit B2	PO Box 1329	
Phone:	(240)676-2743	Crested Butte, CO 81224	Crested Butte, CO 81224	
Email:	Emilyrhatton@gmail.com			
Advisory Board Member:				
Name:	Paula Mann	347 Overlook Trail	PO Box 1269	Associate Dean, School of Business
Phone:	303-301-4156	Gunnison CO 81230	Gunnison CO 81230	Assistant Professor of Accounting
Email:	paulamanncpa@gmail.com	Advisory and Accountant		

Gunnison Valley Animal Welfare League

	2025 Budget	2024 Budget	2023 Budget
Revenues			
Contributions (donation boxes, Individual donations)	50,000	45,000	45,000
Corporate Donations	2,000	2,000	3,000
Fundraising Events	31,000	23,950	16,000
Grants (Municipal and Private)	51,500	47,500	33,000
Shelter Earned Income (Adoption and Impound Fees)	22,000	22,000	20,000
Total Revenues	156,500	140,450	117,000
Funds transferred from cash reserves	12,340	27,750	-
Funds transferred to cash reserves	-	-	1,200
Expenses			
Professional Fees (Bookkeeping and Website)	3,000	3,000	3,000
Advertising	500	500	1,000
Office Supplies	2,500	2,500	2,500
Volunteer Appreciation	1,500	1,500	1,500
Shelter Supplies	3,000	3,000	3,000
Dues and Subscriptions	1,000	750	750
Continuing Education	600	600	600
Insurance	6,000	6,000	6,000
Licenses and Fees	750	600	600
Property Expense, repairs and maintenance	22,000	35,000	5,000
Utilities	9,500	9,500	7,800
Fundraising Expenses	3,000	3,000	4,000
Operating Expenses	53,350	65,950	35,750
Payroll Expenses	62,000	60,000	46,500
Payroll Reserve	-	-	-
Program Expenses			
Rescue Center			
Silver Whiskers	2,500	1,500	500
Fostering Expenses	750	750	750
Veterinary Care	12,000	12,000	9,000
Food/Supplies	4,000	4,000	2,500
Sterilization	20,000	13,000	10,000
Euthanasia	700	700	650
Vaccinations/Prescriptions	3,000	2,760	2,400
Total Rescue Center	42,950	34,710	25,800
Spay/Neuter Assistance	10,000	7,000	5,000
Feral / TNR	540	540	2,750
Total Expenses	168,840	168,200	115,800
Total Income/(Deficit)	-	-	-

Gunnison Valley Animal Welfare League
Profit & Loss Budget vs. Actual
January through December 2025

	Jan - Dec 25	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
60000 · Income				
61000 · Contributions				
61100 · Donation Boxes	474			
61200 · Contribution	34,232	30,000	4,232	114%
61300 · Large Contributions (>$5K)	40,328	20,000	20,328	202%
Total 61000 · Contributions	75,035	50,000	25,035	150%
62000 · Corporate Donations	1,125	2,000	-875	56%
63000 · Fundraising	38,382	31,000	7,382	124%
64000 · Grants				
64100 · Service Grants (Municipal)	13,500	13,000	500	104%
64200 · Private Grants	49,950	38,500	11,450	130%
Total 64000 · Grants	63,450	51,500	11,950	123%
64500 · In-Kind Income				
64510 · Veterinary In-kind	5,534			
64515 · Veterinary In-kind-S/N	444			
64530 · Pet owner contribution	8,517			
Total 64500 · In-Kind Income	14,495			
65000 · Shelter Earned Income				
65100 · Adoption Contributions	16,655	22,000	-5,345	76%
65200 · Impound Fees	2,180			
65300 · Dividend Income	35			
Total 65000 · Shelter Earned Income	18,870	22,000	-3,130	86%
67000 · Interest Income	0			
Total 60000 · Income	211,356	156,500	54,856	135%
Total Income	211,356	156,500	54,856	135%
Gross Profit	211,356	156,500	54,856	135%
Expense				
66900 · Reconciliation Discrepancies	0			
70000 · Operating Expenses				
71100 · Professional Fees				
71110 · Accounting/Bookkeeping	2,651	1,500	1,151	177%
71130 · Website maintenence	719	1,500	-781	48%
Total 71100 · Professional Fees	3,370	3,000	370	112%
71200 · Advertising	277	500	-223	55%
71300 · Office Supplies				
71326 · Credit Card Processing fees	835	900	-65	93%
71310 · Postage	31	650	-619	5%
71320 · Copying/Printing	877	900	-23	97%
71325 · Bank Fees	25	50	-25	50%
Total 71300 · Office Supplies	1,769	2,500	-731	71%
71330 · Volunteer Grat/Appreciation	1,669	1,500	169	111%
71350 · Shelter Supplies	2,232	3,000	-768	74%
71400 · Dues and Subscriptions	892	1,000	-108	89%
71500 · Continuing Education	0	600	-600	0%
71600 · Insurance	5,827	6,000	-173	97%
71700 · Licenses and Fees	597	750	-153	80%
71800 · Property Expense				
71830 · Depreciation Expense	13,987			
71810 · Repairs and Maintenence	3,762	2,000	1,762	188%
71820 · Improvements/Projects	37,415	20,000	17,415	187%
Total 71800 · Property Expense	55,165	22,000	33,165	251%
71900 · Utilities				
71948 · Security	994	400	594	248%
71910 · Internet	1,188	1,100	88	108%
71930 · Telephone	695	600	95	116%
71940 · Electric	2,194	2,100	94	104%
71945 · Gas	2,054	3,800	-1,746	54%
71946 · Trash	771	750	21	103%
71947 · County	1,717	750	967	229%
Total 71900 · Utilities	9,613	9,500	113	101%

	Jan - Dec 25	Budget	$ Over Budget	% of Budget
71950 · Fundraising Expenses				
71960 · Pay Pal Fees	109	200	-91	54%
71950 · Fundraising Expenses - Other	3,297	2,800	497	118%
Total 71950 · Fundraising Expenses	3,406	3,000	406	114%
Total 70000 · Operating Expenses	84,817	53,350	31,467	159%
81000 · Payroll Expense (PR)				
81100 · PR Taxes	4,648	3,800	848	122%
81200 · Wages	57,756	58,000	-244	100%
81400 · Direct Deposit Fees	0	200	-200	0%
Total 81000 · Payroll Expense (PR)	62,404	62,000	404	101%
90000 · Program Expenses				
91000 · Rescue Center				
91700 · Silver Whiskers	2,628	2,500	128	105%
91600 · Fostering Expenses	40	750	-710	5%
91100 · Veterinary Care	19,271	12,000	7,271	161%
91200 · Food/Supplies	2,842	4,000	-1,158	71%
91300 · Sterilization	17,490	20,000	-2,510	87%
91400 · Euthanasia	0	700	-700	0%
91500 · Vaccinations/Prescriptions	3,657	3,000	657	122%
Total 91000 · Rescue Center	45,928	42,950	2,978	107%
92000 · Spay/Neuter Assistance				
92100 · Dogs/Spay	8,231	3,000	5,231	274%
92200 · Dogs/Neuter	4,227	2,000	2,227	211%
92300 · Cats/Spay	9,883	3,000	6,883	329%
92400 · Cats/Neuter	2,761	2,000	761	138%
Total 92000 · Spay/Neuter Assistance	25,103	10,000	15,103	251%
93000 · Feral				
93200 · Food/Supplies	0	540	-540	0%
Total 93000 · Feral	0	540	-540	0%
Total 90000 · Program Expenses	71,031	53,490	17,541	133%
Total Expense	218,251	168,840	49,411	129%
Net Ordinary Income	-6,895	-12,340	5,445	56%
Other Income/Expense				
Other Income				
70600 · Unrealized Gains and Losses	10,227			
Total Other Income	10,227			
Net Other Income	10,227	0	10,227	100%
Net Income	**3,332**	**-12,340**	**15,672**	**-27%**

Gunnison Valley Animal Welfare League
Bank Account Balances and Program Costs

Date: **December 31, 2025**

Banking:	
Operating Account, BMO	185,071
Savings Account, BMO	3,005
Total Cash Accounts	188,076

Restricted Funds:	Beg Bal, 1/1	Additions	Encumbrances	Available
Home Assoc. - Silver Whiskers	3,777	2,500	2,562	3,715
Redfords Treasure Fund	588	4,000	1,825	2,763
EMASAC	1,485	-	400	1,085
CPOF - Sterilization (March FY)	-	15,000	13,182	1,818
CPOF - Spay/Neuter Program (June FY)	2,027	4,000	6,027	-
Protective Passageways	8,000	-	8,000	-
AAF - Behavioral Training	-	7,000	-	7,000
Total Restricted Funds	15,876			16,381

Investment Holdings:	
Edward Jones - Money Market	103
Money Market	25,286
Fixed Income	67,749
Equities	50,491
Ending Balance	143,629
Total All Funds	348,086

Program Costs	YTD	Veterinary In-Kind	Pet Owner In-Kind	Net GVAWL Expense	Yearly Budget	(Over) / Under Budget
Rescue Center						
Animal Sterilization - 91300	17,489.82	2,889.22	-	14,600.60	20,000.00	5,399.40
Euthanasia - 91400	-	-	-	-	700.00	700.00
Food/Supplies - 91200	2,841.74	20.22	-	2,821.52	4,000.00	1,178.48
Shelter Supplies - 71350	2,231.91	-	-	2,231.91	3,000.00	768.09
Vaccinations/Prescription - 91500	3,657.40	7.33	-	3,650.07	3,000.00	(650.07)
Veterinary Care - 91100	19,270.93	2,513.81	175.00	16,582.12	12,000.00	(4,582.12)
Actual Cost	45,491.80	5,430.58	175.00	39,886.22	42,700.00	2,813.78
Fostering - 91600						
All Expenses	39.99	-	-	39.99	750.00	710.01
Actual Cost	39.99	-	-	39.99	750.00	710.01
Silver Whiskers - 91700						
All Expenses	2,628.06	102.98	-	2,525.08	2,500.00	(25.08)
Actual Cost	2,628.06	102.98	-	2,525.08	2,500.00	(25.08)
Spay Neuter - 92000						
Spay/Neuter Assistance	25,102.92	444.16	8,341.97	16,316.79	10,000.00	(6,316.79)
Actual Cost	25,102.92	444.16	8,341.97	16,316.79	10,000.00	(6,316.79)
Feral - 93000						
Animal Sterilization	-	-	-	-	-	-
All other expenses	-	-	-	-	540.00	540.00
	-	-	-	-	540.00	540.00
	73,262.77	5,977.72	8,516.97	58,768.08	56,490.00	(2,278.08)

Gunnison Valley Animal Welfare League
Income detail
as of December 31, 2025

GL Account	Description	Budget Amount	Amount Received	Expenses	Net Amount	Month Received	Notes
61200 · Contributions	Individual Contributions	30,000	34,706	-	34,706		
61300 · Large Contributions	MacAllister Foundation (Shelter Manager)	10,000	20,000	-	20,000	June	
	MacAllister Foundation (Operations)	-	10,000	-	10,000	June, November	
	Other	10,000	10,328	-	10,328		
62000 · Corporate Donations		2,000	1,125	-	1,125		
63000 · Fundraising	Spayghetti	2,000	4,190	844	3,346		
	Fall Auction | GFALL	3,500	11,245	1,841	9,405		
	Cat and Dog Art Show	1,250	1,626	17	1,609		Every other year
	PUP/SUP & Paddle Board Auction	1,500	970	-	970		Last Year for Paddle Board
	Yard Sale | Flea Market	2,000	8,175	-	8,175		
	Night of Lights / Santa Paws	750	2,049	60	1,989		
	Other fundraising	20,000	717	635	82		
	YE Letter	-	9,410	-	9,410		
64100 · Service Grants (Municipal)	Gunnison County	10,500	11,500	-	11,500	March	
	City of Gunnison	2,500	2,000	-	2,000	March	
64200 · Private Grants	Wags and Menace	2,000	2,000	-	2,000		
	Gunnison Car Club	1,000	-	-	-		
	CPOF - Adopt a Shelter License Plate	15,000	15,000	-	15,000		
	CPOF - Tax Checkoff Grants	3,000	4,000	-	4,000		
	CFGV - Operations	5,000	7,000	-	7,000		
	Gunnison Home Association	2,500	2,500	-	2,500	January	
	Other private grants	10,000			-		
	Redfords Treasure Fund	-	2,000		2,000	December	
	AAF	-	11,000		11,000	December	
	Pittsburgh Foundation - Operations	-	450		450	December	
	CFGV - Mt Crested Butte	-	5,000	-	5,000		
	CFGV - Here for Good Raffle	-	1,000	-	1,000		
65000 · Shelter Earned Income		22,000	18,835	-	18,835		
Totals		156,500	196,826	3,397	193,429		

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Gunnison Valley Health Found

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see attached.

Fiscal Impact: 11500

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/12/2026 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

COUNTY AID AGREEMENT

Project Title: GUNNISON VALLEY HEALTH FOUNDATION

Award Period: **JANUARY 1, 2026 TO DECEMBER 31, 2026**

Award: $11,500

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Gunnison Valley Health Foundation**
711 N. Taylor Street
Gunnison, Colorado 81230
Contact Name: **Jennifer Birnie, Executive Director**
Carlie Kenton, Development Coordinator
Telephone: (970) 642-8400
Email: jbirnie@gvh-colorado.org; ckenton@gvh-colorado.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Eleven Thousand and Five Hundred U.S. dollars (**$11,500**) (the "Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect

the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to

the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. Effect of Project Completion or Termination. Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. Notices. Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Finance Department Lupita Halligan 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email lhalligan@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Gunnison Valley Health Foundation 711 N. Taylor Street Gunnison, Colorado 81230 Jennifer Birnie, Executive Director (970) 642-8400 Email:jbirnie@gvh-colorado.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. Assignment. Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. Severability. If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This 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 of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the 26 day of January 2026.

RECIPIENT: GUNNISON VALLEY HEALTH FOUNDATION

Signature: _____

Name: Jennifer Birnie

Title: VP Community Health and Development

Date: 1/26/26

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____

Matthew Birnie
County Manager

Date: _____

Community Based Organization 2026
Charges for Service Application

Organization Information	
Organization Name:	Gunnison Valley Health Foundation
Address 1:	711 N Taylor Street
Address 2:	
City:	Gunnison
State:	CO Zip: 81230
Telephone Number:	970-642-8400
Email Address:	jbirnie@gvh-colorado.org
Contact Person(s):	Jennifer Birnie, VP of Community Health

Guidelines

Please attach the following documents to this application:

A) Names and addresses of all Board members including designation of officers

B) Budget detail for 2025 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

C) 2025 Funding Report

D) Copy of most recent audited/reviewed financial statements

Submit completed application to:

Electronic Submittal:	Mailed Submittal:
Adobe PDF Format	Gunnison County Finance
Lupita Halligan, Senior Accountant	Attn: Lupita Halligan
LHalligan@gunnisoncounty.org	200 E Virginia Ave
	Gunnison, CO 81230

****SUBMITTAL DEADLINE: OCTOBER 24, 2025****

1. What is the amount of County funds requested? Please keep your request below $12,000.

$11,500

2. Provide specific information regarding what the County funds will be used for.

Funding from Gunnison County will be put into action at Gunnison Valley Health (GVH) bolstering behavioral health services to support mental health across the Gunnison Valley. GVH continues to grow and improve its Behavioral Health Department in response to our community needs.

In 2024 our valley endured the highest number of suicide deaths ever recorded. Twelve neighbors were lost, which is roughly 70 per 100,000 residents of our community in a single year. Ten were men. Seven of the twelve were age 55 or older, a group that too often carries silent burdens and faces persistent stigma around seeking help.

That painful year sits within a longer pattern. Our county faces a multiyear suicide rate of 69.35 per 100,000, more than three times Colorado's 21.93 per 100,000. At the same time, our Emergency Department saw a 12% rise in mental health and substance use presentations. It is clear that the community continues to struggle and requires the support of behavioral health professionals. Navigating the various systems to obtain timely care can be incredibly challenging, especially for individuals facing language barriers, financial difficulties, housing and food insecurity, and employment issues. Funding from the Gunnison Couny will help us meet people earlier, faster, and with care that fits our community.

In 2024 GVH Behavioral Health became licensed with the state Behavioral Health Administration (BHA), added Integrated Behavioral Health Care to the Family Medicine Clinic, and expanded the Bilingual Patient Navigator position to include behavioral heath referrals for Spanish-speaking patients. Over the past 5 years GVH Behavioral Health has expanded services to the north valley, increased the Peer Support Specialist Program, added of the Mobile Crisis Team, added Jail Based Services, and lead the implementation of the school-based therapy program demonstrating GVH's strong commitment to developing an effective and comprehensive scope of services for all ages and demographics in our community. Financial support is requested to fund the services of the Gunnison Valley Health Behavioral Health department.

The GVH Behavioral Health Department currently includes the following services:
- Four mobile crisis clinicians provide 24/7 coverage for immediate response in Gunnison and Hinsdale Counties. We continue to be the leading provider in the state of Colorado for response time to scene. GVH contract with State of Colorado now requires a paired response with a Peer Support Specialist so we have hired four additional peers to meet this need
- Six peer support specialists are available to provide services valley wide. Peers are individuals with lived experience involving mental health and substance abuse challenges who offer immediate support and services 24/7 in the Emergency Room and the community.
- Four outpatient clinicians provide therapy sessions, evaluations and consultation to medical staff at various locations within the health system including the outpatient family medicine clinic and the clinic in Crested Butte.
- Embedded mental health clinician at the Primary Care Clinic in Gunnison
- GVH provides jail based services to inmates at the Gunnison County Jail and services include 40 hours/week of therapist and Psyc Nurse Practitioner time with inmates for individual sessions, group counseling, medication management and evaluations as needed.
- An agreement with the Gunnison Watershed School District provides school-based therapy services to all schools in the Gunnison Valley.
- An agreement with Western Colorado University provides a school-based therapy clinic on campus with two full time therapists, a peer support specialist and interns for students and faculty in need of mental health services

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

The goals of the GVH Behavioral Health Department include implementing an integrated care model that is focused on the physical and mental health of all patients, increasing accessibility to behavioral health services at all entry points of our health system, assessment of behavioral health needs and social determinants of health for all patients, and providing information regarding immediate resources.

Identified measures and metrics to track progress include:
- Annual number of mobile crisis calls
- Number of clients referred to the Medication Assisted Treatment (MAT) clinics in Gunnison and Crested Butte
- Continued reduction in emergency room admissions for patients needing help with an immediate mental health crisis
- Number of clients seen by a mobile crisis professional within 48 hours of a crisis incident
- Shorten the length of stay in the emergency room for psychiatric patients to less than 24 hours
- 30 day follow up services provided for all patient admitted to the Emergency Room for a behavioral health issue
- Complete social determinants of health screening for 75% of patients admitted to the emergency room, patient care unit, family birth center, and family medicine clinic.
- 90% of mothers receiving services through the Family Birth Center will be given a perinatal screening for depression and anxiety with positive results being reported to the local RAE (Regional Accountable Entities).
- Initiate the implementation of a Ketamine Clinic in Crested Butte to treat community members suffering from major depressive disorder

Gunnison Valley Health continues to work closely with the Gunnison County Department of Health and Human Services as they provide protection and support services to families of Gunnison and Hinsdale counties. Additionally, there is direct alignment between the work of the Juvenile Services Department and Gunnison Valley Health for prevention and intervention services to youth and their families. Together, we work to support individuals and families to be active and healthy members of the community.

2025 **Funding Recipient Project Report**

Recipient Information

Name of Funding Recipient: Gunnison Valley Health Foundation

Dollar Value of County Funds Awarded: $11,500

Funding Recipient's Total 2025 Annual Budget: $279,500

Funding Summary

Other Funding Sources (please list source names and amounts received):
Government grants: $675,000, Nonprofit grants $625,323, Individual donations: $1,237,691, Special Events Income: $1,297,521

Percentage of Annual Budget funded by the other funding sources listed above: 98%

How the County funds were spent:
Gunnison County funds were spent on costs associated with the development of the GVH Behavioral Health Department.
The GVH Behavioral Health Department includes the following services:
• Four mobile crisis clinicians have been hired to provide 24/7 coverage for immediate response in Gunnison County. Response time in the City of Gunnison is 15 minutes via telephone and 30 minutes on scene and Crested Butte is 45 minutes on scene.
• Three clinic-based clinicians (one social worker and two counselors) provide therapy sessions, evaluations and consultation to medical staff at various locations within the health system.
• Jail Based Services include 40 hours/week of therapist time with inmates for individual sessions, group counseling, medication management and evaluations as needed.
• Medication Assisted Treatment (MAT) services are provided three days/week through a new partnership with the Front Range Clinic (one day/week in Crested Butte). This is a specialty clinic designed to treat substance abuse disorder through alternatives treatments.
• M1 hold evaluations are currently conducted though a contract with Health One via telehealth from the Emergency Department.
• School based therapy services are provided through contracts with the Gunnison Watershed School District and Western Colorado University.
• Peer Support services are available to patients in crisis in the Emergency Room and clients needing additional assistance in the community.

Results Summary

Number of clients assisted during the funding year: 798

Customer results achieved via the County funds:

Gunnison Valley Health continues to offer mobile crisis services in the City of Gunnison and support law enforcement and EMS. Four mobile crisis clinicians and four peer support specialists provide 24/7 paired coverage for immediate response in Gunnison and Hinsdale Counties. We continue to be the leading provider in the state of Colorado for response time to scene. Between July 1, 2023 and June 30, 2024, the Mobile Crisis Team received 165 calls, a 14% increase over the previous year. Almost 70% of the calls were received from within Gunnison city limits where the Team responds in an average of 6 minutes. The team was able to follow up with 99% of these cases and connect 90% of them to GVH Behavioral Health outpatient services including Peer Support Specialists, Med Management, and MAT.

Gunnison Valley Health continues to provide mental health support for all patients released from the Emergency Department with a mental health or substance abuse diagnosis. So far in 2024, 190 unique patients have been seen in the GVH Emergency Department for behavioral health, mental health, and substance issues. Four outpatient clinicians provide therapy sessions, evaluations and consultation to medical staff at various community-based locations including the outpatient family medicine clinic. 30 day follow up services are provided to all patients admitted to and discharged from the Emergency Room for a behavioral health challenge.

Gunnison Valley Health has shortened the length of stay in the emergency room for psychiatric patients to less than 24 hours for 90% of patients. Four peer support specialists are available to provide valley wide services. Peers are individuals with lived experience involving mental health and substance abuse challenges who offer immediate support and services 24/7 in the Emergency Room and the community. GVH provides transportation for all patients being placed out of the county in short and long term treatment facilities. Transport occurs within 2 hours of acceptance to the facility.

How your customer results were measured:

Customer results were measured through both quantitative and qualitative methods using data captured within our Electronic Health Record (EHR) system. Gunnison Valley Health recently transitioned to the Epic platform through UCHealth's Community Connect program, allowing for more accurate and comprehensive data collection across departments. This transition has strengthened our ability to track outcomes, service utilization, patient engagement, and care coordination.

Epic enables consistent documentation, outcome tracking, and quality reporting across all patient encounters. Metrics such as visit volume, referral completion, follow-up rates, and patient health indicators are now recorded in real time. Epic's analytics dashboards and population health tools also allow us to evaluate trends in access, efficiency, and clinical improvement over time.

In addition to EHR data, we incorporated provider feedback, patient satisfaction surveys, and community health indicators to assess overall impact. These combined measures demonstrate how the integration of Epic has improved data reliability, workflow efficiency, and the ability to evaluate program success—ensuring that our customers' health outcomes and experiences are central to continuous improvement efforts.

Submit this report by January 31, 2026 to the below contact. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Finance
Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

Email: lhalligan@gunnisoncounty.org

GUNNISON VALLEY HEALTH
FOUNDATION

Foundation Board of Directors 2024

Name	Address	Classification	Committee		Start Year	3 year Expire	6 year expire
Carol Ann May	Crested Butte	Community Board Member	Development	Chairman	2021	2024	2027
Steve Ogden	Gunnison	Community Board Member	Finance & Development	Vice Chair	2021	2024	2027
Megan Mensing	Gunnison	Hospital Board Member	Events	Secretary	2020	2023	2026
Alisa Corey	Gunnison	Community Board Member	Finance	Treasurer	2017	2025	
John Tarr	Gunnison	Emeritus Board Member	Development	Emeritus	2009		
Martina Walton	Crested Butte	Community Board Member	Development		2020	2023	2026
Sarah Otero	Crested Butte	Community Board Member	Finance, Development		2022	2025	2028
Laura Calvin	Crested Butte	Community Board Member	Events		2020	2023	2026
Don Haver	Crested Butte	Board of Trustee Rep	Events		2023	2026	2029
Annie Amrich	Gunnison	Community Board Member	Events	Events Chair	2022	2025	2028
Jack Blake	Crested Butte	Community Board Member	Development	Development Chair	2022	2025	2028
Linda Benkwith	Crested Butte	Community Board Member	Events		2023	2026	2029
Bill Sullivan	Gunnison	Community Board Member	Finance	Finance Chair	2023	2026	2029
Doris Altman	Mt. Crested Butte	Community Board Member	Events		2022	2025	2028
Jason Amrich	Gunnison	GVH Board Member		CEO	2021		
Angela Kobel	Gunnison	GVH Board Member		CFO	2023		
Stephanie Porter	Gunnison	GVH Board Member		CMO	2023		
Tim Neyman	Gunnison	TETWP Representative	Finance		2023		
Kathy Barnhart	Crested Butte	Gala Representative	Gala		2023		
Kathy MacAllister	Gunnison	Community Board Member	Events		2023	2026	2029

Foundation Staff

Tammy Scott	711 N. Taylor St. Gunnison, CO 81230	Foundation Coordinator	All
Jennifer Birnie	711 N. Taylor St. Gunnison, CO 81230	Executive Coordinator	All
Carlie Kenton	711 N. Taylor St. Gunnison, CO 81230	Development Coordinator	Select

*Each Director shall be elected for a three-year term of office. The elected Directors may serve up to (2) successive terms of (3) years.

Gunnison Valley Health
2025 Behavioral Health Department budget

Income	Budget
Grants/Foundation Support	400,000
Rocky Mountain mobile crisis contract	360,000
JBBS contract	172,000
Western contract	160,945
Gunnison Watershed School District contract	105,000
Billing Income	956,919
TOTAL	**2,154,864**

Expense	Budget
Salaries, Wages and benefits	1,903,074
Dues and Memberships	10,000
Community Outreach	20,000
Contract Services	50,000
Supplies	25,000
Transportation-contracted service	15,000
Travel and education	20,000
Patient Support	30,000
Minor equipment	30,000
Other Expenses	30,000
TOTAL	**2,133,074**

Gunnison Valley Health Foundation
2025 Board Approved Budget

		2025 Budget
Income		
43300 Direct Public Grants		
43310 Government Grants		300,000
43340 Nonprofit Organization Grants		500,000
Total 43300 Direct Public Grants	**$**	**800,000.00**
43400 Direct Public Support		
43450 Individ, Business Contributions		300,000
43455 High Peaks Contribution		12,000
43460 Legacies and Bequests		0
43480 Restricted EMS Donations		800,000
43490 Trek for Life/PYBO		20,000
Total 43400 Direct Public Support	**$**	**1,132,000.00**
44600 Scholarship Fund	**$**	**15,000.00**
45000 Investments		
45020 Dividends		50,000
45040 Interest Income		75,000
45060 Gain/Loss Investment		0
Total 45000 Investments	**$**	**125,000.00**
49000 Special Events Income		100,000
49010 Special Events Contributions		75,000
Total 49000 Special Events Income	**$**	**175,000.00**
Total Income	**$**	**2,247,000.00**
Gross Profit	**$**	**2,247,000.00**
Expenses		
62100 Contract Services		
62150 Outside Contract Services		131,500
Total 62100 Contract Services	**$**	**131,500.00**
62145 Merrill Lynch Advisory Fees		25,000
62700 Public Grants		135,000
63000 Scholarship Fund Expense		10,000
64000 Fundraising Expenses		
64100 Capital Project Fundraising		0
64650 Trek for Life Expenses		15,000
64700 Special Events		110,000
Total 64000 Fundraising Expenses	**$**	**125,000.00**
65000 Operations		
65010 Education		2,000
65020 Postage, Mailing Service		1,000
65030 Printing and Copying		1,500
65040 Supplies		500

65110 Advertising Expenses		2,000
65125 Dues/Subscriptions		5,000
65130 Insurance - Liability, D and O		3,000
65140 Banking fees		5,000
65300 Travel and Meetings		2,500
65310 Conference, Convention, Meeting		0
Total 65300 Travel and Meetings	**$**	**2,500.00**
Total 65000 Operations	**$**	**22,500.00**
65100 Other Types of Expenses		
65150 Contributions to GVH		1,575,000
65155 Contributions to SCC		1,000
65156 Contr. to Hospice & PC		5,000
Total 65155 Contributions to SCC	**$**	**6,000.00**
65159 High Peaks Employee Club		15,000
65171 Community Outreach		50,000
Total 65100 Other Types of Expenses	**$**	**1,646,000.00**
65165 Nursing Scholarships		30,000
65330 Meals/Entertainment		1,000
67500 John Tarr Nursing Award		3,000
Total Expenses	**$**	**1,966,000.00**
Net Operating Income	**$**	**279,500.00**
Net Income	**$**	**279,500.00**

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO

COMBINED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

YEARS ENDED DECEMBER 31, 2024 AND 2023

CPAs | CONSULTANTS | WEALTH ADVISORS

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GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Gunnison Valley Hospital and
Gunnison Valley Health Senior Care Center
Gunnison, Colorado

Report on the Audit of the Combined Financial Statements

Opinion

We have audited the accompanying combined financial statements of Gunnison Valley Hospital and Gunnison Valley Health Senior Care Center (the Organizations) (component units of Gunnison County, Colorado) and its blended component units (the Foundation and GVHCS), which comprise the combined statements of net position as of December 31, 2024 and 2023, and the related combined statements of revenues, expenses, and changes in net position, and cash flows for the years then ended, and the related notes to the combined financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of the Organizations as of December 31, 2024 and 2023, and the results of their operations, changes in their net position, and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Combined Financial Statements section of our report. We are required to be independent of the Organizations and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

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In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organizations ability to continue as a going concern for one year after the date the combined financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organizations' internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organizations' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Trustees
Gunnison Valley Hospital and
Gunnison Valley Health Senior Care Center

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 8 and the combined budgeted and actual revenues and expenses on page 49 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic combined financial statements, and other knowledge we obtained during our audits of the basic combined financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 27, 2025 on our consideration of the Organizations' internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion of the effectiveness of the Organizations' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organizations' internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

Denver, Colorado
May 27, 2025

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED DECEMBER 31, 2024 AND 2023

INTRODUCTION

This management's discussion and analysis of Gunnison Valley Hospital, Gunnison Valley Health Senior Care Center, Gunnison Valley Health Care Services, Alpine Surgery Center, and Gunnison Valley Health Foundation (collectively referred to as the Organizations) provides an overview of the Organizations' financial activities for the years ended December 31, 2024 and 2023. It should be read in conjunction with the accompanying combined financial statements of the Organizations, which begin on page 9.

USING THIS ANNUAL REPORT

The Organizations' combined financial statements consist of three statements: a combined statement of net position, a combined statement of revenues, expenses, and changes in net position, and a combined statement of cash flows. These statements provide information about the activities of the Organizations, including resources held by the Organizations but restricted for specific purposes by creditors, contributors, grantors or enabling legislation. All significant intercompany transactions have been eliminated. The Organizations are accounted for as business-type activities and present their combined financial statements using the economic resources measurement focus and the accrual basis of accounting.

FINANCIAL HIGHLIGHTS

- The Organizations cash and investments decreased in 2024 by $7,787,394 or 13%, compared to a decrease of $1,835,849 or 3%, in 2023.
- Patient and resident accounts receivable increased in 2024 by $1,396,711 or 15%, compared to an increase of $912,045 or 10%, in 2023.
- Long-term debt, excluding current portion, increased $3,487,857 in 2024 compared to a decrease of $1,128,704 in 2023.
- Net position increased $1,866,842 in 2024 compared to an increase of $3,545,013 in 2023.
- Net operating revenues increased by $10,670,634, or 14%, in 2024, and $7,410,096, or 11%, in 2023.
- Operating expenses increased by $13,877,563 or 17%, in 2024, and $6,775,672 or 9%, in 2023.
- Nonoperating revenues increased by $1,409,934 in 2024 and $3,804,010 in 2023.

THE COMBINED STATEMENT OF NET POSITION AND COMBINED STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

One of the most important questions asked about any organization's finances is, "Is the organization as a whole better or worse off as a result of the year's activities?" The combined statement of net position and the combined statement of revenues, expenses, and changes in net position report information about the Organizations' resources and its activities in a way that helps answer this question. These statements include all restricted and unrestricted assets and all liabilities using the accrual basis of accounting. Using the accrual basis of accounting means that all of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

THE COMBINED STATEMENT OF NET POSITION AND COMBINED STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION (CONTINUED)

These two statements report the Organizations' net position and changes in it. The Organizations' total net position—the difference between assets and liabilities—is one measure of the Organizations' financial health or financial position. Over time, increases or decreases in the Organizations' net position is an indicator of whether their financial health is improving or deteriorating. Other nonfinancial factors, such as changes in the Organizations' patient base, changes in legislation and regulations, measures of the quantity and quality of services provided to its patients, and local economic factors, should also be considered to assess the overall financial health of the Organizations.

THE COMBINED STATEMENT OF CASH FLOWS

The final required statement is the combined statement of cash flows. The statement reports cash receipts, cash payments, and net changes in cash and cash equivalents resulting from operations, noncapital financing activities, capital and related financing activities, and investing activities. It provides answers to such questions as where did cash come from, what was cash used for, and what was the change in cash and cash equivalents during the reporting period.

THE ORGANIZATIONS' NET POSITION

The Organizations' net position is the difference between its assets and liabilities reported in the combined statements of net position. The Organizations' net position increased $1,866,842 (2%) in 2024 and increased $3,545,013 (4%) in 2023 as shown in Table 1.

TABLE 1: ASSETS, LIABILITIES, AND NET POSITION

	2024	2023	2022
ASSETS			
Cash and Investments	$ 7,061,862	$ 7,151,992	$ 8,163,157
Patient and Resident Accounts Receivable, Net	11,001,487	9,604,776	8,692,731
Supplies	3,068,132	2,842,045	2,534,027
Prepaid Expenses and Other	2,338,485	1,749,151	1,743,312
Capital Assets, Net	61,497,464	47,698,533	45,565,547
Noncurrent Cash and Investments	43,614,672	51,311,936	52,136,620
Other Noncurrent Assets	685,320	102,720	102,720
Total Assets	$ 129,267,422	$ 120,461,153	$ 118,938,114
LIABILITIES			
Current Liabilities	$ 12,354,678	$ 8,903,108	$ 9,796,378
Long-Term Debt	23,031,758	19,543,901	20,672,605
Total Liabilities	35,386,436	28,447,009	30,468,983
NET POSITION			
Net Investment in Capital Assets	34,517,859	26,428,642	24,384,683
Restricted Expendable	4,849,101	3,676,167	3,393,598
Restricted for Debt Service	517,135	1,026,334	3,095,558
Unrestricted	53,890,128	60,883,001	57,595,292
Minority Interest Held in Surgery Center	106,763	-	-
Total Net Position	93,880,986	92,014,144	88,469,131
Total Liabilities and Net Position	$ 129,267,422	$ 120,461,153	$ 118,938,114

THE ORGANIZATIONS' ASSETS AND LIABILITIES

The most noteworthy changes in 2024 to the Organizations' total assets was the increase in net capital assets of $13,798,931 due to the Ambulance Building construction, purchase of the Alpine Surgery Center and Employee Housing buildings, MRI project and lastly, the implementation of the new Electronic Health Record, Epic. Regarding the increase in liabilities, the Organizations entered into a financing arrangement to fund capital assets and the implementation of the before mentioned Electronic Health Record, Epic, scheduled to go-live in May 2025.

The most noteworthy changes in 2023 to the Organizations' combined statement of net position was the increase in net capital assets of $2,132,986. The Organizations continued to pay down both current and long-term liabilities during 2023.

OPERATING RESULTS AND CHANGES IN ORGANIZATIONS' NET POSITION

In 2024 and 2023, the Organizations' net position increased by $1,866,842 and increased by $3,545,013, respectively. See Table 2 for the operating results and changes in net position.

TABLE 2: OPERATING RESULTS AND CHANGES IN NET POSITION

	2024	2023	2022
OPERATING REVENUES			
Net Patient and Resident Service Revenues	$ 84,491,120	$ 74,991,549	$ 68,368,521
Other Operating Revenues	3,749,570	2,578,507	1,791,439
Total Operating Revenues	88,240,690	77,570,056	70,159,960
OPERATING EXPENSES			
Salaries and Employee Benefits	51,452,872	44,542,169	41,273,463
Purchased Services and Professional Fees	16,494,951	12,427,192	12,339,045
Supplies and Other	21,702,496	19,235,023	15,867,992
Depreciation and Amortization	5,396,534	4,964,906	4,913,118
Total Operating Expenses	95,046,853	81,169,290	74,393,618
OPERATING LOSS	(6,806,163)	(3,599,234)	(4,233,658)
NONOPERATING REVENUES AND EXPENSES			
Property Taxes	1,032,514	979,841	879,169
Investment Income (Loss)	2,558,490	2,777,874	(1,096,321)
Interest Expense	(1,036,175)	(581,100)	(602,678)
Other Nonoperating Revenues and Expenses, Net	5,999,352	3,967,632	4,160,067
Net Nonoperating Revenues	8,554,181	7,144,247	3,340,237
MINORITY INTEREST ASSUMED IN PURCHASE OF SURGERY CENTER	118,824	-	-
INCREASE (DECREASE) IN NET POSITION	$ 1,866,842	$ 3,545,013	$ (893,421)

OPERATING REVENUES AND EXPENSES

Net patient and resident service revenue of $84 million in 2024 represented a 12.7% increase over 2023 resulting mainly from increased outpatient visits from the expansion of our orthopedic services through the acquisition of three orthopedic practices located in Gunnison, Crested Butte, Telluride and the accompanying Surgery Center, in addition to the expansion of our Family Medicine offerings through the acquisition of the Gunnison Valley Family Physicians. Salaries and employee benefits increased in 2024 by approximately $6,911,000 or 16%, as a result of additional physicians and employees added as a result of the above mentioned service offerings in addition to the annual rate increases. Purchased services and professional fees increased mainly from expanded outsourcing assistance in the Revenue Cycle area and consulting for beforementioned acquisitions. Supplies and other expenses increased $6.5 million or 20.6%, as a result of increased infusion volumes and additional expanded services.

The provision for bad debt in 2024 increased from 2023 by 22% resulting from increased patient liability. It is important to note that the allowance for uncollectible accounts, inclusive of bad debt reserve, was $8.1 million and $6.2 million for 2024 and 2023, respectively. The changes in the allowance for uncollectible accounts are a direct result of increases in patient balances after third-party payers process claims.

Net patient and resident service revenue of $75 million in 2023 represented a 9.7% decrease over 2022 due to decreased volumes. Salaries and employee benefits increased in 2023 by approximately $3,269,000 or 8%, as a result of additional physicians and employees added during 2023 along with wage rate increases. Purchased services and professional fees, supplies and other expenses increased $3.5 million or 12.2%, as a result of increased patient revenues and inflationary pressures.

The provision for bad debt in 2023 increased from 2022 by 25%. It is important to note that the allowance for uncollectible accounts, inclusive of bad debt reserve, was $6.2 million and $4.8 million for 2023 and 2022, respectively.

The first component of the overall change in the Organizations' net position is its operating results, which is the difference between the operating net patient and resident service revenue and the expenses incurred to perform those services. In 2024, the Organizations reported an operating loss of $6,806,163 compared to an operating loss of $3,599,234 in 2023. The increase in the loss for 2024 resulted from the acquisition of the Gunnison Valley Family Physicians and increased depreciation resulting from capital purchases. The Organizations' management and staff have worked together to ensure improved and expanded access to quality patient care while keeping rates to patients competitive with other hospitals, controlling expenses, implementing a new Electronic Health Record, and maintaining a strong financial position through investments, tax revenues, and grants and contributions.

The Organizations have policies established regarding requesting initial deposits or payments for services provided, based on the expectation that bad debts and long-term accounts receivable will decline, resulting in increased collections and decreased allowances. Further, the Organizations have a financial assistance policy in place based on the federal poverty guidelines to ensure access to care to our uninsured and underinsured patients.

NONOPERATING REVENUES AND EXPENSES

Nonoperating revenues and expenses consist primarily of property tax revenue, investment income, interest expense, and noncapital grants and contributions. Property tax revenues from the county increased 5.4% in 2024 and 11.5% 2023. Revenues from investments decreased by 8% for 2024 compared to an increase of 353% for 2023, due to the changing economic climate and lower cash reserves. Interest expense increased by 78% in 2024 due to an increase in lease liabilities. Noncapital grants and contributions increased in 2024 as a result of increased grants received.

THE ORGANIZATIONS' CASH FLOWS

The changes in the Organizations' cash flows are consistent with changes in operating gain and nonoperating revenues and expenses, as discussed earlier.

CAPITAL ASSETS, NET

The Organizations' capital assets, net of accumulated depreciation, increased from $47,698,533 in 2023 to $61,497,464 in 2024, as detailed in Note 6 to the combined financial statements. During 2024 and 2023, the Organizations added capital assets of $19,325,788 and $7,097,892, respectively.

LONG-TERM DEBT

At December 31, 2024 and 2023, the Organizations had long-term debt (including current portion) of $26,446,436 and $21,269,891, respectively. The Organizations long-term debt increased in fiscal year 2024 due to entering into finance leases for equipment and real estate. The Organizations continue to make the principal payments on outstanding debt as they become due.

OTHER ECONOMIC FACTORS

The Hospital, Alpine Surgery Center, and the Senior Care Center operate in rural Colorado in Gunnison County. These are predominantly ranching communities, but are also resort destinations, which generally rely on tourism. As a result, communities can be impacted by national economic and environmental trends.

CONTACTING THE ORGANIZATIONS' FINANCIAL MANAGEMENT

This financial report is designed to provide our patients, suppliers, taxpayers, investors, and creditors with a general overview of the Organizations' finances and to show the Organizations' accountability for the money they receive. Questions about this report and requests for additional financial information should be directed to Gunnison Valley Health's Executive Office by telephoning (970) 641-1456.

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINED STATEMENTS OF NET POSITION
DECEMBER 31, 2024 AND 2023

	2024	2023
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 5,164,883	$ 5,044,449
Restricted Cash	686,979	932,543
Current Portion of Noncurrent Cash and Investments	1,210,000	1,175,000
Patient and Resident Accounts Receivable, Net	11,001,487	9,604,776
Supplies	3,068,132	2,842,045
Prepaid Expenses and Other	2,338,485	1,749,151
Total Current Assets	23,469,966	21,347,964
NONCURRENT CASH AND INVESTMENTS		
Restricted Investments by Donors	4,849,101	3,676,167
Held by Trustee for Debt Service	517,135	1,026,334
Internally Designated	39,458,436	47,784,435
Total	44,824,672	52,486,936
Less: Amount Required to Meet Current Obligations	(1,210,000)	(1,175,000)
Total Noncurrent Cash and Investments	43,614,672	51,311,936
CAPITAL ASSETS, NET	61,497,464	47,698,533
OTHER ASSETS		
Goodwill, Net	582,600	-
Investment Held at Cost	102,720	102,720
Total Other Assets	685,320	102,720
Total Assets	$ 129,267,422	$ 120,461,153

See accompanying Notes to Combined Financial Statements.

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINED STATEMENTS OF NET POSITION (CONTINUED)
DECEMBER 31, 2024 AND 2023

	2024	2023
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Current Maturities of Long-Term Debt	$ 1,210,000	$ 1,175,000
Current Maturities of Finance Lease Obligations	2,098,193	488,228
Current Maturities of SBITA	106,485	62,762
Accounts Payable	3,711,693	2,581,011
Accrued Expenses and Other Current Liabilities	4,498,925	3,708,401
Estimated Amounts Due to Third-Party Payors	729,382	887,706
Total Current Liabilities	12,354,678	8,903,108
LONG-TERM LIABILITIES		
Long-Term Debt, Net of Current Maturities	17,260,000	18,470,000
Finance Lease Obligations, Net of Current Maturities	5,630,546	1,010,375
SBITA, Net of Current Maturities	141,212	63,526
Total Long-Term Liabilities	23,031,758	19,543,901
Total Liabilities	35,386,436	28,447,009
NET POSITION		
Net Investment in Capital Assets	34,517,859	26,428,642
Restricted Expendable	4,849,101	3,676,167
Restricted for Debt Service	517,135	1,026,334
Unrestricted	53,890,128	60,883,001
Minority Interest Held in Surgery Center	106,763	-
Total Net Position	93,880,986	92,014,144
Total Liabilities and Net Position	$ 129,267,422	$ 120,461,153

See accompanying Notes to Combined Financial Statements.

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINED STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
OPERATING REVENUES		
Net Patient Service Revenue (Net of Provision for Bad Debts of Approximately $4,978,000 in 2024 and $4,096,000 in 2023)	$ 79,624,341	$ 69,706,883
Net Resident Service Revenue	4,866,779	5,284,666
Other Operating Revenue	3,749,570	2,578,507
Total Operating Revenues	88,240,690	77,570,056
OPERATING EXPENSES		
Salaries and Wages	40,423,510	34,654,625
Employee Benefits	11,029,362	9,887,544
Professional Fees	4,623,897	5,779,897
Purchased Services	11,871,054	6,647,295
Supplies and Other	21,702,496	19,235,023
Depreciation and Amortization	5,396,534	4,964,906
Total Operating Expenses	95,046,853	81,169,290
OPERATING LOSS	(6,806,163)	(3,599,234)
NONOPERATING REVENUES AND EXPENSES		
Property Taxes	1,032,514	979,841
Investment Income	2,558,490	2,777,874
Interest Expense	(1,036,175)	(581,100)
Gain on Disposal of Capital Assets	-	15,000
Noncapital Grants and Contributions	5,999,352	3,952,632
Total Nonoperating Revenues and Expenses	8,554,181	7,144,247
EXCESS OF REVENUES OVER EXPENSES	1,748,018	3,545,013
MINORITY INTEREST ASSUMED IN PURCHASE OF SURGERY CENTER	118,824	-
Net Position - Beginning of Year	92,014,144	88,469,131
NET POSITION - END OF YEAR	$ 93,880,986	$ 92,014,144

See accompanying Notes to Combined Financial Statements.

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from and on Behalf of Patients and Residents	$ 82,764,736	$ 74,033,364
Payments to Suppliers and Contractors	(38,522,541)	(31,985,019)
Payments to Employees	(50,640,854)	(44,751,357)
Other Receipts, Net	4,079,289	2,791,344
Net Cash Provided (Used) by Operating Activities	(2,319,370)	88,332
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Property Taxes Supporting Operations	1,032,514	979,841
Noncapital Grants and Contributions	6,249,352	3,223,274
Net Cash Provided by Noncapital Financing Activities	7,281,866	4,203,115
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Principal Paid on Long-Term Debt	(1,175,000)	(1,145,000)
Interest Paid on Long-Term Debt	(1,036,175)	(577,946)
Principal Paid on Finance Lease Obligations	(818,057)	(713,168)
Principal Paid on SBITA	(103,817)	(62,008)
Proceeds from Sale of Capital Assets	-	15,000
Purchase of Capital Assets	(11,341,639)	(6,422,048)
Net Cash Used by Capital and Related Financing Activities	(14,474,688)	(8,905,170)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment Income	1,942,818	1,880,771
Purchase of Investments	(5,604,769)	(6,604,169)
Proceeds from Disposition of Investments	13,882,705	8,295,956
Purchase of Majority Interest in Surgery Center, Net of Cash Acquired	(833,692)	-
Net Cash Provided by Investing Activities	9,387,062	3,572,558
NET DECREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(125,130)	(1,041,165)
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	5,976,992	7,018,157
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	$ 5,851,862	$ 5,976,992
RECONCILIATION OF CASH CASH EQUIVALENTS, AND RESTRICTED CASH TO THE COMBINED STATEMENTS OF NET POSITION		
Cash and Cash Equivalents	$ 5,164,883	$ 5,044,449
Restricted Cash	686,979	932,543
Total Cash, Cash Equivalents, and Restricted Cash	$ 5,851,862	$ 5,976,992

See accompanying Notes to Combined Financial Statements.

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		
Operating Loss	$ (6,806,163)	$ (3,599,234)
Depreciation and Amortization	5,396,534	4,964,906
Provision for Bad Debts	4,977,940	4,096,222
Changes in Operating Assets and Liabilities:		
Patient and Resident Accounts Receivable, Net	(6,105,287)	(5,008,267)
Supplies	(122,172)	(308,018)
Prepaids Expenses and Other	(839,334)	119,161
Accounts Payable	546,912	73,869
Accrued Expenses and Other Liabilities	790,524	517,179
Unearned Revenue	-	(721,346)
Estimated Amounts Due to Third-Party Payors	(158,324)	(46,140)
Net Cash Provided (Used) by Operating Activities	$ (2,319,370)	$ 88,332
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	$ 1,036,175	$ 577,946
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Purchase of Capital Assets through Finance Lease Obligations	$ 7,048,193	$ 675,844
Purchase of Capital Assets through SBITAs	$ 225,226	$ -
Purchase of Capital Assets Included in Accounts Payable	$ 533,169	$ -

See accompanying Notes to Combined Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization and Reporting Entities

The accompanying combined financial statements include the accounts of Gunnison Valley Hospital (the Hospital) and Gunnison Valley Health Senior Care Center (the Senior Care Center), collectively referred to as the "Organizations". Under accounting principles generally accepted in the United States of America (U.S. GAAP), the Hospital and the Senior Care Center constitute component units of Gunnison County (the County) and are discretely presented component units for the financial reporting purpose of the County.

The Hospital is a 24-bed acute care hospital. Effective January 1, 1995, the County received title to the Senior Care Center, a long-term care facility, and placed it under the governance of the Hospital's board of trustees, which is appointed by the Gunnison County Commissioners. The Senior Care Center is licensed for 50 beds.

Foundation

The Foundation is a legally separate component unit of the Hospital. The Foundation is a 501(c)(3) tax-exempt organization. The Foundation's primary function is to raise and hold funds to support the Hospital, the Senior Care Center, the Willows and their programs. The majority of the Foundation's board of directors is appointed by the Hospital's board of trustees.

Although the Organizations do not control the timing or amount of receipts from the Foundation, the majority of the Foundation's resources and related income are restricted by donors for the benefit of the Organizations. Because the Hospital's board of trustees appoints the majority of the Foundation's board of directors, the Foundation is considered a component unit of the Hospital and is included in the Hospital's financial statements using the blended method.

Gunnison Valley Health Care Services, LLC

Gunnison Valley Health Care Services, LLC (GVHCS) has been formed as a Limited Liability Company. The Hospital is the sole member of GVHCS. Accordingly, any income or loss is passed through to the member and reported on the member's tax return. GVHCS is considered a component unit of the Hospital and is included in the Hospital's financial statements using the blended method.

Alpine Surgery Center, LLC

During 2024, Gunnison Valley Health Care Services, LLC purchased a 70% interest in Alpine Surgery Center, LLC (Surgery Center). Accordingly, any income or loss is passed through to the members based on their ownership percentage and reported on the member's tax return. The Surgery Center is considered a component unit of the Hospital and is included in the Hospital's financial statements using the blended method. A minority interest is presented in the Organization's net position for the 30% of the Surgery Center owned by an unrelated party.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Standards of Accounting and Financial Reporting

The accompanying combined financial statements have been presented in conformity with U.S. GAAP in accordance with the American Institute of Certified Public Accountants' audit and accounting guide, health care entities, and other pronouncements applicable to health care organizations and guidance from the Governmental Accounting Standards Board (GASB), where applicable. Due to their relationship with the County, the Organizations are subject to the application of accounting pronouncements issued by the GASB.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the combined statements of cash flows, cash and cash equivalents are considered to be highly liquid investments with an original maturity of 90 days or less.

Investments and Investment Income

Investments in U.S. mutual treasury funds, agency and instrumentality obligations with a remaining maturity of one year or less at time of acquisition, and in nonnegotiable certificates of deposit are carried at amortized cost. All other investments are carried at fair value. Fair value is determined using quoted market prices.

Investment income includes dividend and interest income, realized gains and losses on investments carried at other than fair value, and the net change for the year in the fair value of investments carried at fair value.

Patient and Resident Accounts Receivable, Net

The Organizations report patient and resident accounts receivable for services rendered at net realizable amounts from third-party payors, patients, and others. The Organizations provide an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information, and existing economic conditions. As a service to the patient, the Organizations bill third-party payors directly and bill the patient when the patient's liability is determined. Patients are not required to provide collateral for services rendered. Patient accounts receivable are ordinarily due in full when billed. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the patient or third-party payor. In addition, an allowance is estimated for other accounts based on historical experience of the Organizations. At December 31, 2024 and 2023, the allowance for uncollectible accounts was approximately $8,094,000 and $6,199,000, respectively.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Supplies

Supply inventories are stated at the lower of cost, determined using the first-in, first-out basis, or net realizable value.

Noncurrent Cash and Investments

Noncurrent cash and investments consist of cash and cash equivalents, money market funds, mutual funds, certificates of deposit, equities, U.S. agency obligations, municipal obligations, and corporate obligations. These assets include assets restricted under an indenture agreement, donor restricted funds, and internally designated unrestricted assets set aside by the board of trustees over which the board retains control and may at its discretion use for other purposes. Amounts required to meet current liabilities of the Organizations are included in current assets.

Capital Assets, Net

Capital assets are recorded at cost at the date of acquisition, or fair value at the date of donation, if acquired by gift. The Organizations capitalize acquisitions with an initial individual cost of $5,000 and an estimated useful life in excess of one year. Depreciation is computed using the straight-line method over the estimated useful life of each asset. Assets under capital lease obligations and leasehold improvements are depreciated over the shorter of the lease term or their respective estimated useful lives. The following estimated useful lives are being used by the Organizations:

Land Improvements	5 to 30 Years
Buildings and Leasehold Improvements	5 to 40 Years
Equipment	3 to 10 Years

Leases - Lessee

The Organizations are a lessee for noncancellable leases of buildings and equipment. The Organizations recognize a lease liability and property and equipment in the combined financial statements. The Organizations recognize lease liabilities with an initial, individual value of $5,000 or more.

At the commencement of a lease, the Organizations initially measure the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Leases – Lessee (Continued)

Key estimates and judgments related to leases include how the Organizations determine (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The Organizations use the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Organizations generally use their estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease.
- Lease payments included in the measurement of the lease liability are composed of fixed payments and the purchase option price that the Organizations are reasonably certain to exercise.

The Organizations monitor changes in circumstances that would require a remeasurement of their lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Subscription-Based Information Technology Arrangements (SBITA)

SBITA assets are initially measured as the sum of the present value of payments expected to be made during the subscription term, payments associated with the SBITA contract made to the SBITA vendor at the commencement of the subscription term, when applicable, and capitalizable implementation costs, less any SBITA vendor incentives received from the SBITA vendor at the commencement of the SBITA term. SBITA assets are amortized in a systematic and rational manner over the shorter of the subscription term or the useful life of the underlying IT assets.

Goodwill, Net

Goodwill represents the excess of the purchase price over the fair value of the acquired assets and liabilities assumed in a business acquisition. In fiscal year 2024, the Organizations recognized goodwill related to the purchase of the 70% interest in the Surgery Center. The goodwill related to the acquisition is being amortized over 10 years. The Organizations are using the straight-line method to amortize goodwill. Amortization expense was $47,238 for the year ended December 31, 2024.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Position

The net position of the Organizations is classified in four components. *Net investment in capital assets* consist of capital assets net of accumulated depreciation and reduced by any outstanding balances of borrowings used to finance the purchase or construction of those assets. *Restricted expendable net position* is noncapital net position that must be used for a particular purpose, as specified by creditors, grantors, or contributors external to the Organizations. Restricted net assets are reduced by any liabilities payable from restricted assets. *Restricted for debt service* are funds set aside as required per debt documents to be used for future debt payments. *Unrestricted net position* is the remaining net assets that do not meet the definition of invested in capital assets net of related debt or restricted.

Property Taxes

The Organizations collectively received approximately 1% of their financial support from property taxes in 2024 and 2023. These funds were used to support operations exclusively at the Senior Care Center. Taxes are assessed on January 1 and are due in one installment on April 30 or in two installments on February 28 and June 15 of each year. Property tax revenue is recognized in the year for which the taxes are levied. There were no property tax abatements recognized in 2024 and 2023.

Net Patient and Resident Service Revenue

Net patient and resident service revenue is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered and includes estimated retroactive revenue adjustments and a provision for uncollectible accounts. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the services are rendered and such estimated amounts are revised in future periods as adjustments become known.

Charity Care

The Hospital provides care without charge or at amounts less than its established rates to patients meeting certain criteria under its charity care policy. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, these amounts are not reported as net patient service revenue. Charges excluded from revenue under the Hospital's charity care policy were approximately $1,683,000 and $1,631,000 for 2024 and 2023, respectively.

Grants and Contributions

From time to time, the Organizations receive grants and contributions from individuals and private organizations. Revenues from grants and contributions (including contributions of capital assets) are recognized when all eligibility requirements, including time requirements are met. Grants and contributions may be restricted for either specific operating purposes or for capital purposes. Amounts that are unrestricted or that are restricted to a specific operating purpose are reported as nonoperating revenues. Amounts restricted to capital acquisitions are reported after nonoperating revenues and expenses.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Operating Revenues and Expenses

The Organizations' combined statements of revenues, expenses, and changes in net position distinguishes between operating and nonoperating revenues and expenses. Operating revenues result from exchange transactions associated with providing health care services, the Organizations' principal activity. Nonexchange revenues, including taxes, interest expense, grants, gain on disposal of capital assets, and contributions received for purposes other than capital asset acquisition, are reported as nonoperating revenues. Operating expenses are all expenses incurred to provide health care services.

Advertising Costs

The Organizations expense advertising costs as incurred.

Income Taxes

As an essential government function of the County, the Organizations are generally exempt from federal and state income taxes under Section 511 of the Internal Revenue Code (IRC) and a similar provision of state law. The Foundation is exempt from income taxes under Section 501(c)(3) of the IRC and a similar provision for state law. However, the Foundation is subject to federal income tax on any unrelated business taxable income.

Fair Value Measurements

To the extent available, the Organizations' investments are recorded at fair value. GASB Statement No. 72, *Fair Value Measurement and Application,* defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This statement establishes a hierarchy of valuation inputs based on the extent to which inputs are observable in the marketplace. Inputs are used in applying the various valuation techniques and take in to account the assumptions that market participants use to make valuation decisions. Inputs may include price information, credit data, interest and yield curve data, and other factors specific to the financial instrument. Observable inputs reflect market data obtained from independent sources.

In contrast, unobservable inputs reflect an entity's assumptions about how market participants would value the financial instrument. Valuation techniques should maximize the use of observable inputs to the extent available. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value Measurements (Continued)

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used for financial instruments measured at fair value on a recurring basis:

Level 1 – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organizations have the ability to access.

Level 2 – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

Level 3 – Inputs that are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

Adoption of New Accounting Standards

Effective July 1, 2023, the Organizations implemented GASB Statement No. 101, *Compensated Absences*. This statement updated the recognition and measurement guidance for compensated absences and associated salary-related payments and amended certain previously required disclosures. The Organizations determined the Standard did not have a material impact on the financial statements.

NOTE 2 TAX, SPENDING, AND DEBT LIMITATIONS

Colorado voters passed an amendment to the state constitution, Article X, Section 20, which has several limitations including revenue raising, spending abilities, and other specific requirements of state and local governments.

The Organizations' financial activity provides the basis for calculation of limitations adjusted for allowable increases tied to inflation and local growth.

The amendment excludes enterprises from its provisions. Enterprises are defined as government-owned businesses authorized to issue revenue bonds and receive less than 10% of their annual revenue in grants from all state and local governments combined. The Organizations are of the opinion that the following operations qualify for this exclusion: Gunnison Valley Hospital and Gunnison Valley Health Senior Care Center.

Fiscal year spending and revenue limits are determined based on the prior year's spending, adjusted for inflation and local growth. Revenue in excess of the limit must be refunded unless the voters approve retention of such revenue.

NOTE 3 NET PATIENT AND RESIDENT SERVICE REVENUE

The Organizations have agreements with third-party payors that provide for payments to the Organizations at amounts different from their established rates. These payment arrangements include the following:

Hospital

Medicare

The Hospital has elected the Critical Access Hospital (CAH) designation. As a Critical Access Hospital, inpatient acute care services rendered to Medicare program beneficiaries are paid on a cost-reimbursed basis and inpatient nonacute services and outpatient services are reimbursed on a cost basis. The Hospital is reimbursed for certain services at tentative rates with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. The Hospital's Medicare cost reports have been audited by the Medicare fiscal intermediary through December 31, 2022. Clinical services are paid on a cost basis or fixed fee schedule.

Medicaid

Inpatient acute care services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors. Through October 31, 2016, inpatient nonacute services, certain outpatient services, and defined capital costs related to Medicaid beneficiaries were paid based on a cost-reimbursement methodology. On November 1, 2016, the Medicaid program began reimbursing inpatient nonacute services and certain outpatient services using a prospective payment methodology.

In 2012, the state of Colorado adopted a provider fee program, approved by the Centers for Medicare and Medicaid Services (CMS), under which all hospitals in the state were assessed a fee. The inpatient fee is based on a rate for managed care and nonmanaged care days for the reporting period and the outpatient fee is based on a percentage of total outpatient charges. The state of Colorado uses the fees to supplement state budget funds for the Medicaid program, which brings matching federal funds into the program, enabling the state of Colorado to fund Medicaid payments to hospitals at a higher rate than would otherwise be possible. Beginning with the state fiscal year ended June 30, 2011, funding received in excess of costs to provide these services to Medicaid and uninsured patients may be refunded. As of December 31, 2024 and 2023, the Organizations have not recorded a reserve for the estimated portion of funding received in excess of costs. It is reasonably possible that this estimate could materially change in the near term.

NOTE 3 NET PATIENT AND RESIDENT SERVICE REVENUE (CONTINUED)

Hospital (Continued)

Other

The Organizations have also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment to the Organizations under these agreements includes prospectively determined rates per discharge, discounts from established charges and prospectively determined daily rates.

Uninsured

The Organizations provide healthcare services to patients who have not purchased commercial healthcare insurance coverage and do not qualify as beneficiaries of the Medicare and Medicaid programs. Based upon financial information obtained, some of these patients qualify for discounts from charges under the Organizations' charity care policy.

Senior Care Center

Medicare

The Senior Care Center participates in the Medicare program. This federal program is administered by the Centers for Medicare and Medicaid Services (CMS). The Senior Care Center is paid under the Medicare Prospective Payment System (PPS) for residents who are Medicare Part A eligible and meet the coverage guidelines for skilled nursing facility services (SNFs). The PPS is a per diem price-based system. Annual cost reports are required to be submitted to the designated Medicare Administrative Contractor; however, they do not contain a cost settlement. On October 1, 2019, CMS finalized the Patient Driven Payment Model (PDPM) to replace the existing Medicare reimbursement system. Under PDPM, therapy minutes are removed as the primary basis for payment and instead uses the underlying complexity and clinical needs of a patient as a basis for reimbursement. In addition, PDPM introduces variable adjustment factors that change reimbursement rates during the resident's length of stay.

Medicaid

The Senior Care Center participates in the Medicaid program administered by the Colorado Department of Health Care Financing and Policy. The Medicaid rates are established prospectively: based on the facility's annual cost report; subject to limitations for the health care related services; administration is based on a price; and the capital component is based on the fair rental allowance system. The direct health care related services component is adjusted quarterly, based on the facility's resident acuity.

NOTE 3 NET PATIENT AND RESIDENT SERVICE REVENUE (CONTINUED)

The following is a reconciliation of gross patient service revenue to net patient service revenue for the years ending December 31:

	2024	2023
Gross Patient Service Revenue	$ 147,904,694	$ 133,116,987
Discounts and Adjustments:		
Medicare	24,666,095	22,469,180
Medicaid	9,774,271	12,474,598
Other	28,862,047	24,370,104
Provision for Bad Debts	4,977,940	4,096,222
Total Discounts and Adjustments	68,280,353	63,410,104
Net Patient Service Revenue	$ 79,624,341	$ 69,706,883

Revenue from Medicare and Medicaid programs accounted for approximately 36% and 11%, respectively, of the Organizations' patient revenue for the year ended December 31, 2024, and 33% and 14%, respectively, of the Organizations' patient revenue for the year ended December 31, 2023. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

NOTE 4 PATIENT AND RESIDENT ACCOUNTS RECEIVABLE, NET

The Organizations grant credit without collateral to their patients and residents, most of who are area residents and are insured under third-party payor agreements. Patient and resident accounts receivable at December 31 consisted of the following:

	2024	2023
Medicare	$ 4,831,574	$ 3,632,546
Medicaid	2,841,579	2,294,345
Other Third-Party Payors	14,592,651	11,328,724
Patients	8,764,315	7,419,643
Total	31,030,119	24,675,258
Less: Allowance for Contractuals	(11,934,707)	(8,871,681)
Less: Allowance for Uncollectible Accounts	(8,093,925)	(6,198,801)
Total Patient and Resident Accounts Receivable, Net	$ 11,001,487	$ 9,604,776

NOTE 5 DEPOSITS AND INVESTMENTS

Deposits

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to the aggregate uninsured deposits.

The State Regulatory Commissioners for bank and financial services are required by statute to monitor the naming of eligible depositories and reporting of uninsured deposits and assets maintained in collateral pools.

At December 31, 2024 and 2023, the Hospital and Senior Care Center's cash deposits had a bank balance of $5,640,136 and $5,285,497, respectively.

Investments

The Organizations may legally invest in direct obligations of and other obligations guaranteed as to principal by the U.S. Treasury and U.S. agencies and instrumentalities and in-bank repurchase agreements. It may also invest to a limited extent in corporate bonds and equity securities.

NOTE 5 DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (Continued)

At December 31 the Organizations had the following investments and maturities:

		December 31, 2024			
Type	Fair Value	Less than 1	1-5	6-10	More than 10
Cash and Cash Equivalents	$ 5,405	$ 5,405	$ -	$ -	$ -
Certificates of Deposit	82,217	82,217	-	-	-
Money Markets	8,440,485	8,440,485	-	-	-
Mutual Funds	2,252,944	2,252,944	-	-	-
Treasury Notes	10,938,300	1,462,505	9,475,795	-	-
Municipal Bonds	14,700,133	4,799,131	9,901,002	-	-
Corporate Bonds	2,482,738	1,030,338	1,452,400	-	-
Equities	315,350	315,350	-	-	-
Government Fixed Income	5,607,101	3,798,253	1,808,848	-	-
Total Investments	$ 44,824,673	$ 22,186,628	$ 22,638,045	$ -	$ -

		December 31, 2023			
Type	Fair Value	Less than 1	1-5	6-10	More than 10
Cash and Cash Equivalents	$ 5,404	$ 5,404	$ -	$ -	$ -
Certificates of Deposit	82,217	82,217	-	-	-
Money Markets	11,657,376	11,657,376	-	-	-
Mutual Funds	2,174,089	2,174,089	-	-	-
Treasury Bills	7,341,797	7,341,797	-	-	-
Municipal Bonds	18,721,519	6,926,517	11,795,002	-	-
Corporate Bonds	2,076,705	341,485	1,735,220	-	-
Equities	271,489	271,489	-	-	-
Government Fixed Income	10,156,340	484,960	9,671,380	-	-
Total Investments	$ 52,486,936	$ 29,285,334	$ 23,201,602	$ -	$ -

NOTE 5 DEPOSITS AND INVESTMENTS (CONTINUED)

Fair Value Measurements

The Organizations' uses fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. For additional information on how the Organizations' measures fair value, refer to Note 1 – Summary of Significant Accounting Policies. The following table presents the fair value hierarchy for the balances of the assets and liabilities of the Organizations measured at fair value on a recurring basis as of December 31:

	December 31, 2024			
Investment Type	Level 1	Level 2	Level 3	Total
Mutual Funds	$ 2,252,944	$ -	$ -	$ 2,252,944
Treasury Notes	10,938,300	-	-	10,938,300
Municipal Bonds	-	14,700,133	-	14,700,133
Corporate Bonds	-	2,482,738	-	2,482,738
Equities	315,350	-	-	315,350
Government Fixed Income	5,607,101	-	-	5,607,101
Total	$ 19,113,695	$ 17,182,871	$ -	$ 36,296,566

	December 31, 2023			
Investment Type	Level 1	Level 2	Level 3	Total
Mutual Funds	$ 2,174,089	$ -	$ -	$ 2,174,089
Treasury Bills	7,341,797	-	-	7,341,797
Municipal Bonds	-	18,721,519	-	18,721,519
Corporate Bonds	-	2,076,705	-	2,076,705
Equities	271,489	-	-	271,489
Government Fixed Income	10,156,340	-	-	10,156,340
Total	$ 19,943,715	$ 20,798,224	$ -	$ 40,741,939

Interest Rate Risk

As a means of limiting their exposure to fair value losses arising from rising interest rates, the Organizations' investment policy is limited to the purchasing of fixed income securities that mature 15 years or less from the date of purchase with a maximum average maturity no greater than 5 years. The only exception to this policy is where the objective is to match the maturity of a related long-term liability. The money market and mutual funds are presented as an investment with a maturity of less than one year because they are redeemable in full immediately.

Credit Risk

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. It is the Organizations' policy to limit their investments in corporate bonds to the top two ratings issued by nationally recognized statistical rating organizations (NRSROs).

NOTE 5 DEPOSITS AND INVESTMENTS (CONTINUED)

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Organizations will not be able to recover the value of their investment or collateral securities that are in the possession of an outside party. All of the underlying securities for the Organizations' investments in repurchase agreements at December 31, 2024 and 2023 are held by the counterparties in other than the Organizations' names. The Organizations' investment policy does not address how the securities' underlying repurchase agreements are to be held.

Summary of Carrying Values

The carrying values of deposits and investments shown are included in the combined statements of net position as follows:

	2024	2023
Carrying Value:		
Deposits	$ 5,851,862	$ 5,976,992
Investments	44,824,672	52,486,936
Total Deposits and Investments	$ 50,676,534	$ 58,463,928
Included in the Statement of Net Position Captions:		
Cash and Cash Equivalents	$ 5,164,883	$ 5,044,449
Restricted Cash	686,979	932,543
Noncurrent Cash and Investments:		
Restricted Investments by Donors	4,849,101	3,676,167
Held by Trustee for Debt Service	517,135	1,026,334
Internally Designated	39,458,436	47,784,435
Total Deposits and Investments	$ 50,676,534	$ 58,463,928

Investment Income

Investment income consisted of the following for the years ended December 31:

	2024	2023
Interest and Dividend Income	$ 1,941,856	$ 1,666,731
Net Change in Fair Value of Investments	616,634	1,111,143
Total Investment Income	$ 2,558,490	$ 2,777,874

NOTE 6 CAPITAL ASSETS, NET

Capital asset activity for the years ended December 31 was as follows:

	2024				
	Beginning Balance	Additions	Disposals and Retirements	Transfers	Ending Balance
Land	$ 7,557,669	$ 849,122	$ -	$ (1,769,147)	$ 6,637,644
Buildings and Leasehold Improvements	53,825,747	2,801,180	-	2,792,255	59,419,182
Equipment	28,273,506	7,587,891	(66,167)	1,553,765	37,348,995
Construction in Progress	2,486,082	8,087,595	(101,303)	(2,576,873)	7,895,501
Total	92,143,004	19,325,788	(167,470)	-	111,301,322
Less Accumulated Depreciation:					
Buildings and Leasehold Improvements	25,582,230	2,746,922	-	-	28,329,152
Equipment	18,862,241	2,649,612	(37,147)	-	21,474,706
Total	44,444,471	5,396,534	(37,147)	-	49,803,858
Capital Assets, Net	$ 47,698,533	$ 13,929,254	$ (130,323)	$ -	$ 61,497,464

	2023				
	Beginning Balance	Additions	Disposals and Retirements	Transfers	Ending Balance
Land	$ 6,519,082	$ 1,038,587	$ -	$ -	$ 7,557,669
Buildings and Leasehold Improvements	52,428,293	1,397,454	-	-	53,825,747
Equipment	25,526,281	2,220,579	(52,999)	579,645	28,273,506
Construction in Progress	624,455	2,441,272	-	(579,645)	2,486,082
Total	85,098,111	7,097,892	(52,999)	-	92,143,004
Less Accumulated Depreciation:					
Buildings and Leasehold Improvements	22,733,495	2,848,735	-	-	25,582,230
Equipment	16,799,069	2,116,171	(52,999)	-	18,862,241
Total	39,532,564	4,964,906	(52,999)	-	44,444,471
Capital Assets, Net	$ 45,565,547	$ 2,132,986	$ -	$ -	$ 47,698,533

Construction in progress at December 31, 2024 consists of costs related to a new EMS building and a new electronic medical record. The new EMS building has an anticipated total cost of approximately $12,108,000 and is anticipated to be completed in the third quarter of 2025. The project is being funded through internal funds and contributions. The new electronic medical record went live in May 2025 at an approximate total cost of $3,407,000. This project was funded through internal funds and financing.

NOTE 6 CAPITAL ASSETS, NET (CONTINUED)

Finance lease assets are included in capital assets and are for equipment and space and the original cost and accumulated depreciation is shown below:

	2024	2023
Equipment	$ 5,373,381	$ 1,498,929
Space	4,387,805	1,750,909
Less: Accumulated Depreciation	(2,160,236)	(1,761,471)
Total Assets Held Under Finance Leases	$ 7,600,950	$ 1,488,367

Depreciation expense related to finance lease assets totaled $889,590 and $683,985 for the years ended December 31, 2024 and 2023, respectively.

Subscription-based information technology arrangements (SBITAs) are included in capital assets and are as follows as of December 31:

	2024	2023
IT Subscription	$ 413,522	$ 250,686
Less: Accumulated Depreciation	(155,560)	(62,765)
Total Assets Held Under SBITA	$ 257,962	$ 187,921

Depreciation expense related to the SBITAs totaled $92,795 and $62,390 for the years ended December 31, 2024 and 2023, respectively.

NOTE 7 LONG-TERM DEBT, FINANCE LEASE OBLIGATIONS, AND SBITAS

The following is a summary of long-term debt transactions for the Organizations for the years ended December 31:

	2024				
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Revenue Refunding and Improvement Bonds, Series 2017	$ 19,645,000	$ -	$ (1,175,000)	$ 18,470,000	$ 1,210,000
Total Long-Term Debt	$ 19,645,000	$ -	$ (1,175,000)	$ 18,470,000	$ 1,210,000

	2023				
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Revenue Refunding Bonds, Series 2012	$ 595,000	$ -	$ (595,000)	$ -	$ -
Revenue Refunding and Improvement Bonds, Series 2017	20,195,000	-	(550,000)	19,645,000	1,175,000
Total Long-Term Debt	$ 20,790,000	$ -	$ (1,145,000)	$ 19,645,000	$ 1,175,000

The following is a summary of finance lease obligation transactions for the Organizations for the years ended December 31:

	2024				
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Finance Lease Obligations	$ 1,498,603	$ 7,048,193	$ (818,057)	$ 7,728,739	$ 2,098,193

	2023				
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Finance Lease Obligations	$ 1,535,927	$ 675,844	$ (713,168)	$ 1,498,603	$ 488,228

NOTE 7 LONG-TERM DEBT, FINANCE LEASE OBLIGATIONS, AND SBITAS (CONTINUED)

The following is a summary of SBITAs transactions for the Organizations for the years ended December 31:

	2024				
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
SBITAs	$ 126,288	$ 225,226	$ (103,817)	$ 247,697	$ 106,485

	2023				
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
SBITAs	$ 188,296	$ -	$ (62,008)	$ 126,288	$ 62,762

Revenue Refunding Bonds, Series 2012

In December 2012, the Organizations issued $5,720,000 in Series 2012 Revenue Refunding Bonds, with annual maturities of $565,000 to $595,000, through July 1, 2023, interest at 2.70%, and payable semiannually. The Organizations was required to make monthly deposits for the annual principal and semiannual interest payments to the debt service fund held by the trustee. The bonds were issued pursuant to the bond resolution and are secured by the net revenues derived from operations of the Organizations and payable solely by those net revenues. The bonds were issued to advance refund the Series 1998 bonds and were paid off in full during fiscal year 2023.

Revenue Refunding and Improvement Bonds, Series 2017

In August 2017, the Organizations issued $22,250,000 in Series 2017 Revenue Refunding and Improvement Bonds, with annual maturities of $520,000 to $1,305,000, with the final principal amount of $13,440,000 due on July 1, 2029, interest at 2.67%, and payable semiannually. The bonds are issued pursuant to the bond resolution and are secured by the net revenues derived from operations of the Organizations and payable solely by those net revenues. The Series 2017 bonds were issued to finance the senior care center project and to refund the Series 2010 Revenue Bonds.

Finance Lease Obligations

The Organizations leases equipment and space for various terms under long-term, noncancelable lease agreements. The leases expire at various dates through March 2030 and provide for varying renewal options. Interest rates on the finance lease obligations range from 0.80% to 8.24%.

Subscription-Based Information Technology Arrangements

The Hospital has entered into subscription-based information technology arrangements (SBITAs). The SBITAs expire at various dates through April 2029. The interest rates on the SBITAs range from 1.21% to 4.64%.

NOTE 7 LONG-TERM DEBT, FINANCE LEASE OBLIGATIONS, AND SBITA (CONTINUED)

Restrictive Covenants

The indenture agreements for the Series 2012 and 2017 bonds require that certain funds be established with the trustee. Accordingly, these funds are included as assets held by trustee for debt service in the combined statements of net position. The indenture agreement also requires the Organizations to comply with certain restrictive covenants including minimum insurance coverage, maintaining a debt-service coverage ratio of at least 1.25, have 90 days of cash on hand, and restrictions on incurrence of additional debt. Management believes the Organizations were in compliance with the restrictive covenants at December 31, 2024.

Scheduled principal and interest payments on bonds payable are as follows:

Year Ending December 31,	Total to be Paid	Principal	Interest
2025	$ 1,703,149	$ 1,210,000	$ 493,149
2026	1,700,842	1,240,000	460,842
2027	1,702,734	1,275,000	427,734
2028	1,698,692	1,305,000	393,692
2029	13,798,848	13,440,000	358,848
Total	$ 20,604,265	$ 18,470,000	$ 2,134,265

Scheduled principal and interest payments on finance lease obligations are as follows:

Year Ending December 31,	Total to be Paid	Principal	Interest
2025	$ 2,465,625	$ 2,098,193	$ 367,432
2026	2,138,736	1,836,544	302,192
2027	2,009,754	1,827,249	182,505
2028	1,298,625	1,221,983	76,642
2029	742,992	723,643	19,349
2030	21,243	21,127	116
Total	$ 8,676,975	$ 7,728,739	$ 948,236

Scheduled principal and interest repayments on the subscription-based information technology arrangements are as follows:

Year Ending December 31,	Total to be Paid	Principal	Interest
2025	$ 115,448	$ 106,485	$ 8,963
2026	51,505	44,953	6,552
2027	51,504	47,038	4,466
2028	51,505	49,221	2,284
Total	$ 269,962	$ 247,697	$ 22,265

NOTE 8 RESTRICTED AND DESIGNATED NET POSITION

At December 31, the restricted expendable net position was available for the following:

	2024	2023
Van Tuyl Bequest	$ 1,186,712	$ 1,110,463
Senior Care Center	372,171	323,424
Hospice	527,380	494,342
Nursing Award	65,729	60,387
EMS Facility	2,697,109	1,687,551
Total Restricted Expendable Net Assets	$ 4,849,101	$ 3,676,167

At December 31, 2024 and 2023, $39,458,436 and $47,784,435, respectively, of unrestricted net position has been designated by the Organizations' board of trustees for capital acquisitions. The designated net position remains under the control of the board of trustees, which may at its discretion later use for other purposes.

NOTE 9 RETIREMENT PLAN

The Organizations participate in the Colorado County Officials and Employees Retirement Association's defined contribution plan (the Plan). The Plan is administered by the Colorado County Officials and Employees Retirement Association. The Organizations contribute 3% of the employees' annual compensation on behalf of the employees who participated in the Plan. Employees become eligible for the Plan after working the lesser of one year or 1,040 hours and are vested in the contributions to the Plan over a five-year period. Contributions made by Plan members and the Hospital were $1,869,145 and $1,701,671 for the years ended December 31, 2024 and 2023, respectively. Contributions made by Plan members and the Senior Care Center were $189,766 and $178,006 for the years ended December 31, 2024 and 2023, respectively.

NOTE 10 WILLOWS ASSISTED LIVING FACILITY

Effective February 20, 2008, the board of county commissioners (the BOCC) entered into an agreement with the board of trustees for Gunnison Valley Hospital (the BOT) and the Gunnison Home Association, Inc. (the Association) to have the BOT be responsible for daily operations of the Willows. The Association conveyed all the assets and liabilities to Gunnison County, with the BOCC taking responsibility for the Willows' mortgage payments. The BOT will lease the Willows' property for an amount not to exceed the mortgage payments. The BOT currently manages the Willows under the financial and operational direction of the Senior Care Center. In September 2019, this agreement was extended through October 31, 2025. During fiscal year 2019, the BOT paid off the mortgage held on the Willows' property. The Organizations have recorded this payoff as prepaid rent and are amortizing it monthly.

NOTE 10 WILLOWS ASSISTED LIVING FACILITY (CONTINUED)

During the year ended December 31, 2024, the Willows earned operating revenues of approximately $748,000 and incurred direct operating expenses of approximately $552,000 and calculated overhead of approximately $246,000 for total operating expenses of approximately $798,000 which represents an approximate operating loss of $50,000.

During the year ended December 31, 2023, the Willows earned operating revenues of approximately $661,000 and incurred direct operating expenses of approximately $511,000 and calculated overhead of approximately $296,000 for total operating expenses of approximately $807,000, which represents an approximate operating loss of $146,000.

NOTE 11 COMMITMENTS AND CONTINGENCIES

Risk Management

The Organizations are exposed to various risks of loss from torts; theft of, damage to and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; natural disasters; and employee health, dental, and accident benefits. Commercial insurance coverage is purchased for claims arising from such matters other than employee health and workers' compensation claims. Settled claims have not exceeded this commercial coverage in any of the three preceding years.

Litigation

In the normal course of business, the Organizations are, from time to time, subject to allegations that may or do result in litigation. The Organizations evaluate such allegations by conducting investigations to determine the validity of each potential claim. Based upon the advice of legal counsel, management records an estimate of the amount of ultimate expected losses, which are not covered by insurance, if any. Events could occur that would cause the estimate of ultimate loss to differ materially in the near term.

Malpractice Claims

The Hospital pays fixed premiums for annual medical malpractice insurance coverage under an occurrence policy. Under such policy, claims are covered only if the incident occurred during the policy term. The Senior Care Center pays fixed premiums for annual medical malpractice insurance coverage under a claims-made policy. Under such policy, all incidents giving rise to a claim, during the policy term, are covered. The Organizations are not aware of any unasserted claims, unreported incidents, or claims outstanding, which are expected to exceed malpractice insurance coverage limits as of December 31, 2024. Further, the Organizations are subject to the provisions of the Colorado Government Immunity Act, which provides a limitation on the liability of the Organizations. Settled claims have not exceeded this commercial coverage in any of the three preceding years.

NOTE 11 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Employee Health Insurance

Substantially all of the Organizations' employees and their dependents are eligible to participate in the Organizations' employee health insurance plan. The Organizations are partially self-insured for health claims of participating employees and dependents up to an annual aggregate amount of $125,000 per employee. Commercial stop-loss insurance coverage is purchased for claims in excess of the aggregate annual amount. A provision is accrued for self-insured employee health claims including both claims reported and claims incurred but not yet reported. The accrual is estimated based on consideration of prior claims experience, recently settled claims, frequency of claims, and other economic and social factors. The accrual is recorded within accrued expenses and other current liabilities on the combined statements of net position. It is reasonably possible that the Organizations' estimate will change by a material amount in the near term.

Activity in the Organizations' accrued employee health claims liability during 2024 and 2023 is summarized as follows:

	2024	2023
Balance - Beginning of Year	$ 750,000	$ 907,651
Current Year Claims Incurred and Changes in Estimated for Claims Incurred in Prior Years	6,450,764	6,153,612
Claims and Expenses Paid	(6,451,141)	(6,311,263)
Balance - End of Year	$ 749,623	$ 750,000

Compliance

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with these laws and regulations, specifically those relating to the Medicare and Medicaid programs, can be subject to government review and interpretation, as well as regulatory actions unknown and unasserted at this time. Recently, federal government activity has increased with respect to investigations and allegations concerning possible violations by health care providers of regulations, which could result in the imposition of significant fines and penalties, as well as significant repayments of previously, billed and collected revenues from patient services. The Organizations operate a Compliance Committee which reviews the operations of the Organizations. The Organizations record allowances where the government has shown a pattern of adjusting periodic reports submitted by the Organizations, including Medicare cost reports or tax reporting, or where internal reviews indicate the possibility of future adjustments. Management believes that the Organizations are in substantial compliance with current laws and regulations.

NOTE 11 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Other

In the normal course of business, there could be various outstanding contingent liabilities such as, but not limited to, the following:

- Lawsuits alleging negligence of care
- Environmental pollution
- Violation of a regulatory body's rules and regulations
- Violation of federal and/or state laws

No other contingent liabilities such as, but not limited to those described above, are reflected in the accompanying combined financial statements. No such liabilities have been asserted and, therefore, no estimate of loss, if any, is determinable.

NOTE 12 COVID-19 PANDEMIC

As part of the Organizations' response to the COVID-19 pandemic, they received payments from the CARES Act Provider Relief Fund (PRF), which is administered by the U.S. Department of Health and Human Services. The Organizations recognized revenues in the amount of $-0- and $504,358 during 2024 and 2023, respectively. The PRF revenues recognized are included in noncapital grants and contributions on the combined statements of revenues, expenses, and changes in net position. The Organizations returned $-0- and $100,000 of PRF funds in fiscal years 2024 and 2023, respectively. The PRF payments have terms and conditions that the Organizations' are required to follow and these funds are subject to audit. As part of the PRF terms and conditions, amounts received by the Organizations' could potentially be recouped if not spent in full or if the amounts are not spent in accordance with the terms and conditions. Management believes the amounts have been recognized appropriately as of December 31, 2024 and 2023.

Employee Retention Credit

The Employee Retention Credit (ERC) is a refundable tax credit against certain employment taxes equal to 50% of the qualified wages an eligible employer pays to employees after March 12, 2020, and before January 1, 2021. On December 27, 2020, the Consolidated Appropriations Act (CAA) was signed into law. Among other provisions, the CAA expanded the eligibility for ERC to include more entities as well as extending ERC into calendar year 2021 including the first, second and third calendar quarters. Furthermore, the refundable tax credit for the calendar year 2021 was expanded to 70% of the qualified wages. CAA provided these entities the ability to retroactively recover payroll taxes from earlier in 2020 during which they were previously ineligible. This is done by retroactively applying for the credit.

NOTE 12 COVID-19 PANDEMIC (CONTINUED)

Employee Retention Credit (Continued)

Employers, including tax-exempt organizations, are eligible for the credit if they operate a trade or business during calendar year 2020 and 2021 and experience either the full or partial suspension of the operation of their trade or business during any calendar quarter due to a significant decline in gross receipts or because of governmental orders limiting commerce, travel, or group meetings due to COVID-19. The credit applies to qualified wages (including certain health plan expenses) paid during this period or any calendar quarter in which eligibility requirements were met.

Grants from the government are recognized when all conditions of such grants are fulfilled or there is reasonable assurance that they will be fulfilled. The Organizations have submitted for the ERC credit in the amount of $2,154,331 for the quarter ending March 31, 2021. During the year ended December 31, 2023, the Organizations determined they met the compliance requirements and conditions of the Employee Retention Credit (ERC) program. The Organizations have yet to recognize the ERC credit. While the Organizations believe it has met the eligibility requirements of this credit it has allowed for the outstanding credit due to the additional scrutiny being placed on federal expenditures by the new administration that took office in January 2025.

There is a possibility that upon subsequent review the Internal Revenue Service (IRS) could reach a different conclusion regarding the Organizations eligibility to retain the ERC credit received. That could result in repayment of the credit, interest, and potential penalties. The amount of liability, if any, from potential ineligibility cannot be determined with certainty.

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INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

Board of Trustees
Gunnison Valley Hospital and
Gunnison Valley Health Senior Care Center
Gunnison, Colorado

We have audited the combined financial statements of Gunnison Valley Hospital and Gunnison Valley Health Senior Care Center (the Organizations) as of and for the years ended December 31, 2024 and 2023, and our report thereon dated May 27, 2025, which expressed an unmodified opinion on those combined financial statements, appears on pages 1 through 3. Our audits were conducted for the purpose of forming opinions on the combined financial statements as a whole. The combining supplementary schedules are presented for purposes of additional analysis and are not a required part of the combined financial statements. The combining supplementary schedules are the responsibility of management and were derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. Such information has been subjected to the auditing procedures applied in the audits of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining supplementary schedules are fairly stated, in all material respects, in relation to the combined financial statements as a whole.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Denver, Colorado
May 27, 2025

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GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF NET POSITION
DECEMBER 31, 2024
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Surgery Center	Elimination Entries	Combined
ASSETS							
CURRENT ASSETS							
Cash and Cash Equivalents	$ 3,984,262	$ 83,541	$ 251,974	$ 4,847	$ 840,259	$ -	$ 5,164,883
Restricted Cash	21,671	596,958	68,350	-	-	-	686,979
Current Portion of Noncurrent Cash and Investments	1,210,000	-	-	-	-	-	1,210,000
Patient and Resident Accounts Receivable, Net	10,751,797	-	538,421	-	111,982	(400,713)	11,001,487
Supplies	2,914,600	-	6,934	-	146,598	-	3,068,132
Prepaid Expenses and Other	2,836,304	-	35,237	9,500	-	(542,556)	2,338,485
Total Current Assets	21,718,634	680,499	900,916	14,347	1,098,839	(943,269)	23,469,966
NONCURRENT CASH AND INVESTMENTS							
Restricted Investments by Donors	-	4,849,101	-	-	-	-	4,849,101
Held by Trustee for Debt Service	467,710	-	49,425	-	-	-	517,135
Internally Designated	36,582,100	1,690,102	1,186,234	-	-	-	39,458,436
Total	37,049,810	6,539,203	1,235,659	-	-	-	44,824,672
Less: Amount Required to Meet Current Obligations	(1,210,000)	-	-	-	-	-	(1,210,000)
Total Noncurrent Cash and Investments	35,839,810	6,539,203	1,235,659	-	-	-	43,614,672
CAPITAL ASSETS, NET	46,367,566	20,370	14,916,624	138,894	390,382	(336,372)	61,497,464
OTHER ASSETS							
Equity Method Investment	-	-	-	249,111	-	(249,111)	-
Goodwill, Net	-	-	-	582,600	-	-	582,600
Investment Held at Cost	102,720	-	-	-	-	-	102,720
Lease Receivable	344,216	-	-	-	-	(344,216)	-
Related Party Receivables	29,538,582	-	-	-	-	(29,538,582)	-
Total Other Assets	29,985,518	-	-	831,711	-	(30,131,909)	685,320
Total Assets	$ 133,911,528	$ 7,240,072	$ 17,053,199	$ 984,952	$ 1,489,221	$ (31,411,550)	$ 129,267,422

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF NET POSITION (CONTINUED)
DECEMBER 31, 2024
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Surgery Center	Elimination Entries	Combined
LIABILITIES AND NET POSITION							
CURRENT LIABILITIES							
Current Maturities of Long-Term Debt	$ 1,210,000	$ -	$ -	$ -	$ -	$ -	$ 1,210,000
Current Maturities of Finance Lease Obligations	1,966,784	-	-	113,090	90,955	(72,636)	2,098,193
Current Maturities of SBITA Liability	106,485	-	-	-	-	-	106,485
Accounts Payable	3,708,045	-	393,061	699	10,601	(400,713)	3,711,693
Accrued Expenses and Other Current Liabilities	3,865,055	-	633,870	-	-	-	4,498,925
Estimated Amounts Due to Third-Party Payors	729,382	-	-	-	-	-	729,382
Total Current Liabilities	11,585,751	-	1,026,931	113,789	101,556	(473,349)	12,354,678
LONG-TERM LIABILITIES							
Long-Term Debt, Net of Current Maturities	17,260,000	-	-	-	-	-	17,260,000
Finance Lease Liabilities, Net of Current Maturities	5,566,536	-	-	28,452	307,138	(271,580)	5,630,546
SBITA Liability, Net of Current Maturities	141,212	-	-	-	-	-	141,212
Related Party Payables	-	542,556	27,906,837	907,092	724,653	(30,081,138)	-
Total Long-Term Liabilities	22,967,748	542,556	27,906,837	935,544	1,031,791	(30,352,718)	23,031,758
Total Liabilities	34,553,499	542,556	28,933,768	1,049,333	1,133,347	(30,826,067)	35,386,436
DEFERRED INFLOW FROM LEASE	341,619	-	-	-	-	(341,619)	-
NET POSITION							
Net Investment in Capital Assets	47,490,217	20,370	(12,990,213)	(2,648)	(7,711)	7,844	34,517,859
Restricted Expendable	-	4,849,101	-	-	-	-	4,849,101
Restricted for Debt Service	467,710	-	49,425	-	-	-	517,135
Unrestricted	51,058,483	1,828,045	1,060,219	(61,733)	256,822	(251,708)	53,890,128
Minority Interest in Surgery Center	-	-	-	-	106,763	-	106,763
Total Net Position	99,016,410	6,697,516	(11,880,569)	(64,381)	355,874	(243,864)	93,880,986
Total Liabilities and Net Position	$ 133,911,528	$ 7,240,072	$ 17,053,199	$ 984,952	$ 1,489,221	$ (31,411,550)	$ 129,267,422

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF NET POSITION
DECEMBER 31, 2023
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

ASSETS	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	Combined
CURRENT ASSETS						
Cash and Cash Equivalents	$ 4,256,899	$ 485,603	$ 293,811	$ 8,136	$ -	$ 5,044,449
Restricted Cash	64,393	792,861	75,289	-	-	932,543
Current Portion of Noncurrent Cash and Investments	1,175,000	-	-	-	-	1,175,000
Patient and Resident Accounts Receivable, Net	8,957,188	-	647,588	-	-	9,604,776
Supplies	2,796,007	-	21,667	24,371	-	2,842,045
Prepaid Expenses and Other	1,691,480	250,000	9,398	11,110	(212,837)	1,749,151
Total Current Assets	18,940,967	1,528,464	1,047,753	43,617	(212,837)	21,347,964
NONCURRENT CASH AND INVESTMENTS						
Restricted Investments by Donors	-	3,676,167	-	-	-	3,676,167
Held by Trustee for Debt Service	977,038	-	49,296	-	-	1,026,334
Internally Designated	44,984,137	1,425,445	1,374,853	-	-	47,784,435
Total	45,961,175	5,101,612	1,424,149	-	-	52,486,936
Less: Amount Required to Meet Current Obligations	(1,175,000)	-	-	-	-	(1,175,000)
Total Noncurrent Cash and Investments	44,786,175	5,101,612	1,424,149	-	-	51,311,936
CAPITAL ASSETS, NET	30,965,569	20,370	16,710,875	1,719	-	47,698,533
OTHER ASSETS						
Investment Held at Cost	102,720	-	-	-	-	102,720
Related Party Receivables	28,884,198	-	-	-	(28,884,198)	-
Total Other Assets	28,986,918	-	-	-	(28,884,198)	102,720
Total Assets	$ 123,679,629	$ 6,650,446	$ 19,182,777	$ 45,336	$ (29,097,035)	$ 120,461,153

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF NET POSITION (CONTINUED)
DECEMBER 31, 2023
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

LIABILITIES AND NET POSITION	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	Combined
CURRENT LIABILITIES						
Current Maturities of Long-Term Debt	$ 1,175,000	$ -	$ -	$ -	$ -	$ 1,175,000
Current Maturities of Finance Lease Obligations	488,228	-	-	-	-	488,228
Current Maturities of SBITA Liability	62,762	-	-	-	-	62,762
Accounts Payable	2,465,102	2,527	112,683	699	-	2,581,011
Accrued Expenses and Other Current Liabilities	3,308,704	-	399,697	-	-	3,708,401
Estimated Amounts Due to Third-Party Payors	887,706	-	-	-	-	887,706
Total Current Liabilities	8,387,502	2,527	512,380	699	-	8,903,108
LONG-TERM LIABILITIES						
Long-Term Debt, Net of Current Maturities	18,470,000	-	-	-	-	18,470,000
Finance Lease Liabilities, Net of Current Maturities	1,010,375	-	-	-	-	1,010,375
SBITA Liability, Net of Current Maturities	63,526	-	-	-	-	63,526
Related Party Payables	-	212,837	27,800,839	1,083,359	(29,097,035)	-
Total Long-Term Liabilities	19,543,901	212,837	27,800,839	1,083,359	(29,097,035)	19,543,901
Total Liabilities	27,931,403	215,364	28,313,219	1,084,058	(29,097,035)	28,447,009
NET POSITION						
Net Investment in Capital Assets	37,496,517	20,370	(11,089,964)	1,719	-	26,428,642
Restricted Expendable	-	3,676,167	-	-	-	3,676,167
Restricted for Debt Service	977,038	-	49,296	-	-	1,026,334
Unrestricted	57,274,671	2,738,545	1,910,226	(1,040,441)	-	60,883,001
Total Net Position	95,748,226	6,435,082	(9,130,442)	(1,038,722)	-	92,014,144
Total Liabilities and Net Position	$ 123,679,629	$ 6,650,446	$ 19,182,777	$ 45,336	$ (29,097,035)	$ 120,461,153

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEAR ENDED DECEMBER 31, 2024
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Surgery Center	Elimination Entries	Combined
OPERATING REVENUES							
Net Patient Service Revenue	$ 78,953,179	$ -	$ -	$ -	$ 671,162	$ -	$ 79,624,341
Net Resident Service Revenue	-	-	4,866,779	-	-	-	4,866,779
Other Operating Revenue	3,046,921	-	756,762	-	-	(54,113)	3,749,570
Total Operating Revenues	82,000,100	-	5,623,541	-	671,162	(54,113)	88,240,690
OPERATING EXPENSES							
Salaries and Wages	36,464,224	-	3,721,083	-	238,203	-	40,423,510
Employee Benefits	10,222,181	-	807,181	-	-	-	11,029,362
Professional Fees	4,623,737	-	-	-	160	-	4,623,897
Purchased Services	9,930,857	159,175	1,611,635	-	169,387	-	11,871,054
Supplies and Other	19,862,241	420,510	1,176,181	29,270	214,294	-	21,702,496
Depreciation and Amortization	3,427,914	-	1,794,251	160,072	73,657	(59,360)	5,396,534
Total Operating Expenses	84,531,154	579,685	9,110,331	189,342	695,701	(59,360)	95,046,853
OPERATING LOSS	(2,531,054)	(579,685)	(3,486,790)	(189,342)	(24,539)	5,247	(6,806,163)
NONOPERATING REVENUES AND EXPENSES							
Property Taxes	-	-	1,032,514	-	-	-	1,032,514
Investment Income	2,071,819	419,193	79,618	-	-	(12,140)	2,558,490
Interest Expense	(619,688)	-	(410,913)	(2,049)	(15,665)	12,140	(1,036,175)
Loss on Equity Method Investment	-	-	-	(28,143)	-	28,143	-
Noncapital Grants and Contributions	5,540,982	422,926	35,444	-	-	-	5,999,352
Total Nonoperating Revenues and Expenses	6,993,113	842,119	736,663	(30,192)	(15,665)	28,143	8,554,181
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES	4,462,059	262,434	(2,750,127)	(219,534)	(40,204)	33,390	1,748,018
MINORITY INTEREST ASSUMED IN PURCHASE OF SURGERY CENTER	-	-	-	-	396,078	(277,254)	118,824
TRANSFER OF NET POSITION	(1,193,875)	-	-	1,193,875	-	-	-
Net Position - Beginning of Year	95,748,226	6,435,082	(9,130,442)	(1,038,722)	-	-	92,014,144
NET POSITION - END OF YEAR	$ 99,016,410	$ 6,697,516	$ (11,880,569)	$ (64,381)	$ 355,874	$ (243,864)	$ 93,880,986

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEAR ENDED DECEMBER 31, 2023
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	Combined
OPERATING REVENUES						
Net Patient Service Revenue	$ 69,706,883	$ -	$ -	$ -	$ -	$ 69,706,883
Net Resident Service Revenue	-	-	5,284,666	-	-	5,284,666
Other Operating Revenue	1,911,204	-	667,303	-	-	2,578,507
Total Operating Revenues	71,618,087	-	5,951,969	-	-	77,570,056
OPERATING EXPENSES						
Salaries and Wages	31,029,040	-	3,625,585	-	-	34,654,625
Employee Benefits	8,914,036	-	973,508	-	-	9,887,544
Professional Fees	4,974,473	-	805,424	-	-	5,779,897
Purchased Services	5,469,161	165,623	1,012,361	150	-	6,647,295
Supplies and Other	17,648,789	338,788	1,242,865	4,581	-	19,235,023
Depreciation and Amortization	3,136,549	-	1,814,849	13,508	-	4,964,906
Total Operating Expenses	71,172,048	504,411	9,474,592	18,239	-	81,169,290
OPERATING GAIN (LOSS)	446,039	(504,411)	(3,522,623)	(18,239)	-	(3,599,234)
NONOPERATING REVENUES AND EXPENSES						
Property Taxes	-	-	979,841	-	-	979,841
Investment Income	2,366,076	339,082	72,716	-	-	2,777,874
Interest Expense	(157,180)	-	(423,920)	-	-	(581,100)
Gain on Disposal of Capital Assets	15,000	-	-	-	-	15,000
Noncapital Grants and Contributions	1,822,008	2,099,524	31,100	-	-	3,952,632
Total Nonoperating Revenues and Expenses	4,045,904	2,438,606	659,737	-	-	7,144,247
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES	4,491,943	1,934,195	(2,862,886)	(18,239)	-	3,545,013
Net Position - Beginning of Year	91,256,283	4,500,887	(6,267,556)	(1,020,483)	-	88,469,131
NET POSITION - END OF YEAR	$ 95,748,226	$ 6,435,082	$ (9,130,442)	$ (1,038,722)	$ -	$ 92,014,144

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2024
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Surgery Center	Elimination Entries	Combined
CASH FLOWS FROM OPERATING ACTIVITIES							
Receipts from and on Behalf of Patients and Residents	$ 77,000,246	$ -	$ 4,975,946	$ -	$ 788,544	$ -	$ 82,764,736
Payments to Suppliers and Contractors	(34,991,972)	(582,212)	(2,518,544)	(3,289)	(426,524)	-	(38,522,541)
Payments to Employees	(46,108,560)	-	(4,294,091)	-	(238,203)	-	(50,640,854)
Other Receipts, Net	1,196,065	329,719	862,760	1,017,608	724,653	(51,516)	4,079,289
Net Cash Provided (Used) by Operating Activities	(2,904,221)	(252,493)	(973,929)	1,014,319	848,470	(51,516)	(2,319,370)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES							
Property Taxes Supporting Operations	-	-	1,032,514	-	-	-	1,032,514
Noncapital Grants and Contributions	5,540,982	672,926	35,444	-	-	-	6,249,352
Net Cash Provided by Noncapital Financing Activities	5,540,982	672,926	1,067,958	-	-	-	7,281,866
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES							
Principal Paid on Long-Term Debt	(1,175,000)	-	-	-	-	-	(1,175,000)
Interest Paid on Long-Term Debt	(619,688)	-	(410,913)	(2,049)	(15,665)	12,140	(1,036,175)
Principal Paid on Finance Lease Obligations	(691,676)	-	-	(111,951)	(65,946)	51,516	(818,057)
Principal Paid on SBITA	(103,817)	-	-	-	-	-	(103,817)
Purchase of Capital Assets	(11,345,123)	-	-	3,484	-	-	(11,341,639)
Net Cash Used by Capital and Related Financing Activities	(13,935,304)	-	(410,913)	(110,516)	(81,611)	63,656	(14,474,688)
CASH FLOWS FROM INVESTING ACTIVITIES							
Investment Income	1,626,935	248,405	79,618	-	-	(12,140)	1,942,818
Purchase of Investments	(4,276,456)	(1,266,803)	(61,510)	-	-	-	(5,604,769)
Proceeds from Disposition of Investments	13,632,705	-	250,000	-	-	-	13,882,705
Purchase of Majority Interest in Surgery Center, Net of Cash Acquired	-	-	-	(907,092)	73,400	-	(833,692)
Net Cash Provided (Used) by Investing Activities	10,983,184	(1,018,398)	268,108	(907,092)	73,400	(12,140)	9,387,062
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(315,359)	(597,965)	(48,776)	(3,289)	840,259	-	(125,130)
Cash and Cash Equivalents - Beginning of Year	4,321,292	1,278,464	369,100	8,136	-	-	5,976,992
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 4,005,933	$ 680,499	$ 320,324	$ 4,847	$ 840,259	$ -	$ 5,851,862

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF CASH FLOWS (CONTINUED)
YEAR ENDED DECEMBER 31, 2024
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Surgery Center	Elimination Entries	Combined
RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES							
Operating Loss	$ (2,531,054)	$ (579,685)	$ (3,486,790)	$ (189,342)	$ (24,539)	$ 5,247	$ (6,806,163)
Depreciation and Amortization	3,427,914	-	1,794,251	160,072	73,657	(59,360)	5,396,534
Provision for Bad Debts	4,977,940	-	-	-	-	-	4,977,940
Changes in Operating Assets and Liabilities:							
Patient and Resident Accounts Receivable, Net	(6,772,549)	-	109,167	-	117,382	440,713	(6,105,287)
Supplies	(118,593)	-	14,733	24,371	(42,683)	-	(122,172)
Prepaid Expenses and Other	(1,147,421)	-	(25,839)	1,610	-	332,316	(839,334)
Accounts Payable	709,774	(2,527)	280,378	-	-	(440,713)	546,912
Accrued Expenses and Other Liabilities	556,351	-	234,173	-	-	-	790,524
Intercompany	(1,848,259)	329,719	105,998	1,017,608	724,653	(329,719)	-
Estimated Amounts Due to Third-Party Payors	(158,324)	-	-	-	-	-	(158,324)
Net Cash Provided (Used) by Operating Activities	$ (2,904,221)	$ (252,493)	$ (973,929)	$ 1,014,319	$ 848,470	$ (51,516)	$ (2,319,370)

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2023
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	Combined
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from and on Behalf of Patients and Residents	$ 68,759,562	$ -	$ 5,273,802	$ -	$ -	$ 74,033,364
Payments to Suppliers and Contractors	(28,365,582)	(505,216)	(3,109,804)	(4,417)	-	(31,985,019)
Payments to Employees	(39,964,313)	-	(4,787,044)	-	-	(44,751,357)
Other Receipts, Net	926,796	162,837	1,901,711	(200,000)	-	2,791,344
Net Cash Provided (Used) by Operating Activities	1,356,463	(342,379)	(721,335)	(204,417)	-	88,332
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Property Taxes Supporting Operations	-	-	979,841	-	-	979,841
Noncapital Grants and Contributions	1,217,650	1,974,524	31,100	-	-	3,223,274
Net Cash Provided by Noncapital Financing Activities	1,217,650	1,974,524	1,010,941	-	-	4,203,115
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Principal Paid on Long-Term Debt	(1,031,950)	-	(113,050)	-	-	(1,145,000)
Interest Paid on Long-Term Debt	(154,026)	-	(423,920)	-	-	(577,946)
Principal Paid on Finance Lease Obligations	(711,076)	-	(2,092)	-	-	(713,168)
Principal Paid on SBITA	(62,008)	-	-	-	-	(62,008)
Proceeds from Sale of Capital Assets	15,000	-	-	-	-	15,000
Purchase of Capital Assets	(6,416,665)	-	(5,382)	(1)	-	(6,422,048)
Net Cash Used by Capital and Related Financing Activities	(8,360,725)	-	(544,444)	(1)	-	(8,905,170)
CASH FLOWS FROM INVESTING ACTIVITIES						
Investment Income	1,468,973	339,082	72,716	-	-	1,880,771
Purchase of Investments	(3,592,806)	(2,938,646)	(72,717)	-	-	(6,604,169)
Proceeds from Disposition of Investments	7,803,452	377,928	114,576	-	-	8,295,956
Net Cash Provided (Used) by Investing Activities	5,679,619	(2,221,636)	114,575	-	-	3,572,558
NET DECREASE IN CASH AND CASH EQUIVALENTS	(106,993)	(589,491)	(140,263)	(204,418)	-	(1,041,165)
Cash and Cash Equivalents - Beginning of Year	4,428,285	1,867,955	509,363	212,554	-	7,018,157
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 4,321,292	$ 1,278,464	$ 369,100	$ 8,136	$ -	$ 5,976,992

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF CASH FLOWS (CONTINUED)
YEAR ENDED DECEMBER 31, 2023
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	Combined
RECONCILIATION OF OPERATING GAIN (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES						
Operating Gain (Loss)	$ 446,039	$ (504,411)	$ (3,522,623)	$ (18,239)	$ -	$ (3,599,234)
Depreciation and Amortization	3,136,549	-	1,814,849	13,508	-	4,964,906
Provision for Bad Debts	4,096,222	-	-	-	-	4,096,222
Changes in Operating Assets and Liabilities:						
Patient and Resident Accounts Receivable, Net	(4,997,403)	-	(10,864)	-	-	(5,008,267)
Supplies	(318,718)	-	10,700	-	-	(308,018)
Prepaid Expenses and Other	(101,510)	-	7,834	-	212,837	119,161
Accounts Payable	142,048	(805)	(67,688)	314	-	73,869
Accrued Expenses and Other Liabilities	705,130	-	(187,951)	-	-	517,179
Intercompany	(984,408)	162,837	1,234,408	(200,000)	(212,837)	-
Deferred Revenue	(721,346)	-	-	-	-	(721,346)
Estimated Amounts Due to Third-Party Payors	(46,140)	-	-	-	-	(46,140)
Net Cash Provided (Used) by Operating Activities	$ 1,356,463	$ (342,379)	$ (721,335)	$ (204,417)	$ -	$ 88,332

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINED BUDGETED AND ACTUAL REVENUES AND EXPENSES
HOSPITAL AND SENIOR CARE CENTER ONLY
YEAR ENDED DECEMBER 31, 2024
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Actual	Budgeted	Favorable (Unfavorable) Variance
OPERATING REVENUES			
Net Patient Service Revenue	$ 79,624,341	$ 78,060,414	$ 1,563,927
Net Resident Service Revenue	4,866,779	6,185,144	(1,318,365)
Other Operating Revenue	3,803,683	3,356,506	447,177
Total Operating Revenues	88,294,803	87,602,064	692,739
OPERATING EXPENSES			
Salaries, Wages, and Employee Benefits	51,452,872	53,705,616	2,252,744
Other	43,073,656	31,838,351	(11,235,305)
Total Operating Expenses	94,526,528	85,543,967	(8,982,561)
OPERATING LOSS	(6,231,725)	2,058,097	(8,289,822)
NONOPERATING REVENUES (EXPENSES)	7,683,919	3,260,396	4,423,523
EXCESS (DEFICIT) OF REVENUES OVER EXPENSE	$ 1,452,194	$ 5,318,493	$ (3,866,299)

NOTE TO SCHEDULE

Annual budgets are adopted as required by Colorado statutes. Formal budgetary integration is employed as a management control device during the year. Budgets are adopted on a basis that is consistent with U.S. GAAP.

Appropriations are adopted by resolution in total.

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
Gunnison Valley Hospital and
Gunnison Valley Health Senior Care Center
Gunnison, Colorado

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Gunnison Valley Hospital and Gunnison Valley Health Senior Care Center (the Organizations), which comprise the combined statement of net position as of December 31, 2024, and the related combined statements of revenues, expenses, and changes in net position, and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated May 27, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered the Organizations' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organizations' internal control. Accordingly, we do not express an opinion on the effectiveness of the Organizations' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

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Board of Trustees
Gunnison Valley Hospital and
Gunnison Valley Health Senior Care Center

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organizations' combined financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the combined financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion of the effectiveness of the Organizations' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organizations' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Denver, Colorado
May 27, 2025

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment #2 to the Gunnison County Flexible Spend

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This Flexible Spending Plan Amendment adds the Carryover with the maximum allowable amount each year, adds the debit card for Dependent Care, and increases the annual DCAP allocation to $7,500/$3,750

Fiscal Impact:

Submitted by: Lauren Trautz **Submitter's Email Address:** ltrautz@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/9/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/9/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

AMENDMENT #2
TO THE
GUNNISON COUNTY
FLEXIBLE SPENDING PLAN

Effective: January 1, 2026

1) To amend the Table of Contents, by adding DEBIT and CREDIT CARDS, in Article VII, as follows:

7.13 DEBIT AND CREDIT CARDS……

2) To amend Article I, Definitions, by adding Section 1.5, Carryover, and renumbering Sections 1.5 through 1.23 to be 1.6 through 1.24, as follows:

1.5 "Carryover" means the amount of unused Cafeteria Plan Benefit Dollars allocated to the Health Flexible Spending Account remaining after payment of all claims for the Plan Year. The Carryover shall be the lesser of the unused amount remaining after the 90-day run-out period following the end of the Plan Year for payment of claims incurred during the prior Plan Year or up to the statutory amount under Code Section 125(i), as adjusted for increases in the cost of living. The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year.

3) To amend Section 6.3, Forfeitures, of Article VI, Health Flexible Spending Account, as follows:

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof, excluding any Carryover) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

4) To amend Section 6.4, Limitation on Allocations, of Article VI, Health Flexible Spending Account, as follows:

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is the statutory amount under Code Section 125(i)(2), as adjusted for increases in the cost of living. The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(b) **Carryover.** A Participant in the Health Flexible Spending Account may roll over up to the **maximum Carryover amount** of unused amounts in the Health Flexible Spending Account remaining at the end of one Plan Year to the immediately following Plan Year. These amounts can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirection contributions for the Plan Year to which they are carried over. Unused amounts are those remaining after expenses have been reimbursed during the runout period. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Amounts in excess of the maximum will be forfeited. The Plan is allowed, but not required, to treat claims as being paid first from the current year amounts, then from the Carryover amounts.

(c) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

5) To amend Section 7.9 (a) Code Limits, of Article VII, Dependent Care Flexible Spending Account as follows:

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or $7,500 ($3,750 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

6) To amend Article VII, Dependent Care Flexible Spending Account, by adding Section 7.13, DEBIT and CREDIT CARDS, as follows:

7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

(a) **Card only for Dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering Dependent care benefits and that the Participant will not seek reimbursement from any other plan covering Dependent care benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to

substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

(1) Repayment of the improper amount by the Participant;

(2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(3) Claims substitution or offset of future claims until the amount is repaid; and

(4) If subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

In addition to the above correction methods, the Plan Administrator will also deny access to the card until the improper payment is repaid by the participant. If deactivation of the card occurs, the Participant must request payments or reimbursements of medical expenses from the Dependent Care Flexible Spending Account through other methods (e.g., by submitting receipts or invoices from a merchant or service provider showing that the Participant incurred a qualified Dependent care expense).

If all of the above procedures are unsuccessful or otherwise unavailable, the Participant will remain indebted to the Plan Administrator for the amount of the improper payment, and the Plan Administrator will treat the payment as any other business indebtedness.

_____, certify that I am the _____
Name Title

of the Plan Sponsor/Administrator for the above-named Flexible Benefit Plan, and further certify that I am authorized to sign this Amendment. I have read and agree with the above change to the Plan and am hereby authorizing its implementation as of the effective date stated above.

Signature: _____

Print Name: _____

Date: _____

GUNNISON COUNTY
FLEXIBLE SPENDING PLAN
SUMMARY PLAN DESCRIPTION

SUMMARY OF MATERIAL MODIFICATION

INTRODUCTION

Gunnison has amended your **Flexible Spending Plan**.

This is a summary of important changes to the Plan. If you have any questions, contact your Plan Administrator. Please maintain a copy of this Summary of Material Modification (SMM) with your Summary Plan Description (SPD) to the Gunnison County Flexible Spending Plan. If there is any discrepancy between the terms of the Plan or the amendment itself and this Summary of Material Modification, the provisions of the Plan, as amended, will prevail.

The following specific provisions will be added to your Summary Plan Description.

Effective January 1, 2026, the Flexible Spending Plan has been amended to add the Carryover for the Health Flexible Spending Account for the maximum allowable Carryover amount; revise the Dependent Care Flexible Benefit Account annual allocation to be $7,500/$3,750; and to add the debit card to the Dependent Care Flexible Benefit Account.

IV
BENEFITS

1. Health Flexible Spending Account

In addition, you will be eligible to carry over amounts left in your Health Flexible Spending Account, up to **the maximum Carryover amount allowed by law**. This means that amounts you do not use during a Plan Year can be carried over to the next Plan Year and used for expenses incurred in the next Plan Year.

2. Dependent Care Flexible Spending Account

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) $7,500 (if you are married filing a joint return or you are head of a household) or $3,750 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of $250 for one dependent or $500 for two or more dependents).

You should make sure that the Dependent care expenses you are currently paying for qualify under our Plan. We will also provide you with a debit or credit card to use to pay for Dependent care expenses. The Plan Administrator will provide you with further details.

In the event that we become aware of an improper payment through use of your Dependent Care Flexible Spending Account debit or credit card, Federal law requires us to recoup the money using the following progressive correction procedures:

(1) You are required to pay back to the Dependent Care Flexible Spending Account on an after-tax basis, an amount equal to the improper payment;

(2) If repayment is not made as described above, we will withhold the amount of the improper payment from your wages or other compensation, on an after-tax basis, to the extent consistent with applicable law;

If any portion of the improper payment still remains outstanding after attempts to recover the amount as described above, we will utilize a claims substitution or offset approach to resolve improper payments, such as reducing the reimbursement for a subsequent, substantiated expense claim by the amount of the improper payment.

In addition to the above correction procedures, we will also deny access to the card until the improper payment is repaid by you. If deactivation of the card occurs, you must request payments or reimbursements from the Dependent Care Flexible Spending Account through other methods (e.g., by submitting receipts or invoices from a merchant or service provider showing that you incurred a qualified Dependent care expense). Finally, if all of the above procedures are unsuccessful, or otherwise unavailable, you will remain indebted to us for the amount of the improper payment, and we will treat the payment as any other business indebtedness.

V
BENEFIT PAYMENTS

2. What happens if I don't spend all Plan contributions during the Plan Year?

If you have not spent all the amounts in your Health Flexible Spending Account by the end of the Plan Year, you may carry over unused amounts up to **the maximum Carryover amount allowed by law** for qualifying expenses incurred in the following Plan Year.

Any Health Flexible Spending Account monies left after the end of the run-out period following the end of the Plan Year will be carried over up to **the maximum Carryover amount allowed by law**. Any monies left at the end of the Plan Year in excess of the Carryover amount will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is carried over. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

GUNNISON COUNTY
FLEXIBLE SPENDING PLAN

AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR

GROUP & PENSION ADMINISTRATORS LLC
DBA GPA

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GUNNISON COUNTY
FLEXIBLE SPENDING PLAN

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GUNNISON COUNTY
FLEXIBLE SPENDING PLAN

INTRODUCTION

The Employer has amended this Plan effective 01/01/2020, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on 01/01/2008. The Plan shall be known as Gunnison County Flexible Spending Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I
DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under the self-funded plan for purposes of that plan or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means 01/01/2008.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the

Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Gunnison County and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.14 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan or, with respect to any self-funded benefits, the Employer.

1.15 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.16 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.17 **"Plan"** means this instrument, including all amendments thereto.

1.18 **"Plan Year"** means the 12-month period beginning 01/01 and ending 12/31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.19 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the self-funded Benefits described in Section 4.1.

1.20 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured or self-funded Benefit is elected, sub-accounts shall be established for each type of insured or self-funded Benefit.

1.21 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.22 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.23 **"Spouse"** means spouse as determined under Federal law.

ARTICLE II
PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

(a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;

(b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or

(c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

(a) **Insurance Benefit.** With regard to Benefits provided under Section 4.1, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract or self-funded benefit for which premiums have already been paid.

(b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs and submitted within 90 days after the end of the Plan Year, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.

(c) **Health FSA.** With regard to the Health Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made for claims incurred up to the date of termination and submitted within 90 days after the end of the Plan Year.

(d) **Health FSA treatment.** In the event a Participant terminates his participation in the Health Flexible Spending Account during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent.

ARTICLE III
CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted

events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections to the Health Flexible Spending Account are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

(1) Health Flexible Spending Account

(2) Dependent Care Flexible Spending Account

(3) Insurance Premium Payment Plan

- (i) Health Insurance Benefit
- (ii) Dental Insurance Benefit
- (iii) Group-Term Life Insurance Benefit
- (iv) Vision Insurance Benefit
- (v) Prescription Drug Coverage Benefit

(4) Health Savings Account Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 GROUP-TERM LIFE INSURANCE BENEFIT

(a) **Coverage for Participant only.** Each Participant may elect to be covered under the Employer's group-term life Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable group-term life Insurance Contracts for use in providing this group-term life insurance benefit, which policies will provide benefits for all Participants electing this Benefit on a uniform basis.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such group-term life Insurance Contract shall be determined therefrom, and such group-term life Insurance Contract shall be incorporated herein by reference.

4.7 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

4.8 PRESCRIPTION DRUG COVERAGE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's Prescription Drug Coverage Contract.

(b) **Employer selects contracts.** The Employer may select suitable prescription drug coverage for use in providing this benefit, including, but not limited to, if applicable, by-mail services and prescription drug cards, which will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such prescription drug coverage contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

4.9 HEALTH SAVINGS ACCOUNT BENEFIT

Each Participant may elect to have a portion of his Salary Redirections contributed to a Health Savings Account, as defined in Code Section 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

4.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among self-funded Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V
PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other

coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Section 4.9, a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

(m) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code §5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

(1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

(2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

(1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

(2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

ARTICLE VI
HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly. There is an additional "limited FSA" designed to coordinate with a Health Savings Account and high deductible health plan.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

(1) one of the 5 highest paid officers;

(2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant who contributes to a Health Savings Account may only be reimbursed for medical expenses that are considered to be for dental or vision expenses as allowed under Code Section 223.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is the statutory amount under Code Section 125(i)(2), as adjusted for increases in the cost of living. The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such

calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

(1) Co-payments for doctor and other medical care;

(2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;

(3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

(1) Repayment of the improper amount by the Participant;

(2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(3) Claims substitution or offset of future claims until the amount is repaid; and

(4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or $5,000 ($2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

(a) The Dependent or Dependents for whom the services were performed;

(b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;

(c) The relationship, if any, of the person performing the services to the Participant;

(d) If the services are being performed by a child of the Participant, the age of the child;

(e) A statement as to where the services were performed;

(f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;

(g) If the services were being performed in a day care center, a statement:

(1) that the day care center complies with all applicable laws and regulations of the state of residence,

(2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and

(3) of the amount of fee paid to the provider.

(h) If the Participant is married, a statement containing the following:

(1) the Spouse's salary or wages if he or she is employed, or

(2) if the Participant's Spouse is not employed, that

(i) he or she is incapacitated, or

(ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

ARTICLE VIII
BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by the self-funded plan shall be made to the Employer. If the Employer denies any claim, the Participant or beneficiary shall follow the Employer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

(1) specific references to the pertinent Plan provisions on which the denial is based;

(2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and

(3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

(1) request a review upon written notice to the Administrator;

(2) review pertinent documents; and

(3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan. No amounts attributable to the Health Savings Account shall be subject to the benefit plan surplus.

ARTICLE IX
ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

(a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

(d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X
AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Contract shall be paid in accordance with the terms of the Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI
MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.11.

11.2 GENDER, NUMBER AND TENSE

Wherever any words are used herein in one gender, they shall be construed as though they were also used in all genders in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.9 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.10 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Colorado.

11.11 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.12 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.13 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.14 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.15 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.16 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.17 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.16.

11.18 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

11.19 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.20 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.21 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this 26th day of July, 2022.

Gunnison County

By Lauren Trauty
EMPLOYER

AMENDMENT TO CHANGE THE ANNUAL ELECTION AND ADD THE COST OF LIVING ADJUSTMENT

Adoption and effective date of amendment. The Employer adopts this Amendment to Gunnison County Flexible Spending Plan (enter name of plan) ("Plan") to reflect recent law and regulatory changes. The sponsor intends this Amendment as good faith compliance with the requirements of these changes. This Amendment shall be effective on January 1, 2025, and the following wording is added and replaces an existing wording:

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is $3,300.

(b) **Cost of Living Adjustment.** In no event shall the amount of salary redirections on the Health Flexible Spending Account exceed $3,300 as adjusted by law. Such amount shall be adjusted for increases in the cost-of-living in accordance with Code Section 125(i)(2). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ration obtained by diving the number of full months in the short Plan Year by twelve (12).

(c) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the $3,300 limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to $2,500 (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to $3,300 (as adjusted) under each Employer's Health Flexible Spending Account.

(d) **Carryover.** A Participant in the Health Flexible Spending Account may roll over up to $660 of unused amounts in the Health Flexible Spending Account remaining at the end of on Plan Year to the immediately following Plan Year. These amounts can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not

affect the maximum amount of salary redirection contributions for the Plan Year to which they are carried over. Unused amounts are those remaining after expenses have been reimbursed during the run out period. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Amounts in excess of $660 will be forfeited. The Plan is allowed, but not required, to treat claims as being paid first from the current year amounts, then from the carryover amounts.

This amendment has been executed this 20th day of November, 2024.

Name of Employer: Gunnison County

By: _____

EMPLOYER

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of Gunnison County (the Employer) hereby certifies that the following resolutions were duly adopted by Employer on November 20, 2024, and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that the Amendment to the Gunnison County Flexible Spending Plan (the Amendment) is hereby approved and adopted, and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: 11/20/2024

Signed: _____

Matthew Birnie, County Manager

[*print name/title*]

SUMMARY OF MATERIAL MODIFICATIONS

for the

_Gunnison County Flexible Spending Plan

(Name of Plan)

I

INTRODUCTION

This is a Summary of Material Modifications regarding the Gunnison County Flexible Spending Plan ("Plan"). This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

II

SUMMARY OF CHANGES

The maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is $3,300.

The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ration obtained by diving the number of full months in the short Plan Year by twelve (12).

All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the $3,300 limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to $3,300 (as

adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to $3,300 (as adjusted) under each Employer's Health Flexible Spending Account.

A Participant in the Health Flexible Spending Account may roll over up to $660 of unused amounts in the Health Flexible Spending Account remaining at the end of on Plan Year to the immediately following Plan Year. These amounts can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirection contributions for the Plan Year to which they are carried over. Unused amounts are those remaining after expenses have been reimbursed during the run out period. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Amounts in excess of $660 will be forfeited. The Plan is allowed, but not required, to treat claims as being paid first from the current year amounts, then from the carryover amounts.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Souder, Miller

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This contract will extend the services of our landfill consultant.

Fiscal Impact: 59,820

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/9/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/9/2026 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of _____, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, Colorado 81230 (herein "Gunnison County") and Souder, Miller & Associates, Inc., whose address is 5610 Ward Road, Suite 130 Arvada, CO 80002 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding _____ ("Services").

☒. If this box is checked, the Services are 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 December 31, 2027, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

☒. If this box is checked, execution of this Agreement will assist the County with its _Provide High Quality Services_ strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed _fifty nine thousand eight hundred and twenty dollarsand No/100 U. S. Dollars ($59,820). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

☒. If this box is checked, the term of this Agreement is for more than one (1) year. Accordingly, this Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.

5. INSURANCE.

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 One Million and No/100 U.S. Dollars ($1,000,000.00) for injury to one person in any single occurrence; and no less than Two Million U.S. Dollars ($2,000,000.00) 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 One Million and No/100 U.S. Dollars ($1,000,000.00) for injury

to one person in any single occurrence; and no less than Two Million and No/100 U.S. Dollars ($2,000,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than One Million and No/100 U.S. Dollars ($1,000,000.00) for injury to one person in any single occurrence; and no less than Two Million and No/100 U.S. Dollars ($2,000,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). The provisions of this Paragraph 5 requiring the County to be named as an additional insured shall not apply to Professional Liability Insurance, unless otherwise expressly agreed to in writing by the parties.

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. The failure of Gunnison County to specifically enforce this Paragraph 5 shall not be deemed a waiver of the requirements of this Paragraph.

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 arising out of or related to 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. If Contractor is a government entity, the obligation of this Paragraph 7 shall not be deemed an indemnity, but the remaining obligations, including but not limited to the obligation to defend the County at Contractor's expense, shall continue to apply.

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, 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. 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 exclude 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.

10. 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.

11. <u>DELEGATION AND ASSIGNMENT.</u>

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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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, federal immigration enforcement action, federal armed forces deployment, federal or state government failure or refusal to provide grant or other funding to the County, natural disaster,

martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by a communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force majeure 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.

19. 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, by commercial courier 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
With a copy to:	Gunnison County Attorney 200 E. Virginia Gunnison, Colorado 81230
Contractor:	Souder, Miller & Associates, Inc. 5610 Ward Road, Suite 130 Arvada, CO 80002

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.

20. 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.

21. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

22. 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.

23. 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.

24. 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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

_____
Deputy Clerk

☒ If this box is checked, the parties stipulate and agree that the County Manager has the authority to execute this Agreement on behalf of Gunnison County
COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

CONTRACTOR

By: Michael J. Pretti
Its: Principal

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following Services:

Souder, Miller & Associates ♦ 5610 Ward Road, Suite 130 ♦ Arvada, CO 80002
(303) 239-9011 ♦ fax (303) 293-0745

January 4, 2026 4D24313

Martin Schmidt
Gunnison County Public Works Department
Gunnison County Landfill
195 Basin Park Drive
Gunnison, CO 81230
mschmidt@gunnisoncounty.org
970-941-0044

RE: 2026 Engineering Services at the Gunnison County Landfill
Scope of Work and Cost Estimate

Mr. Schmidt:

Souder, Miller & Associates (SMA) is pleased to present the following scope of work and cost estimate to Gunnison County for 2026 Engineering Services. The projects and tasks addressed in this letter include the following:

1.0 Routine Engineering Consultation Services ($59,820 total):

- 1.1 Annual Groundwater Statistical Reporting ($18,305)
- 1.2 Air Compliance Services ($5,760)
- 1.3 Operational Services ($18,675)
- 1.4 Aerial Survey ($12,850)
- 1.5 Site Life Calculations ($4,230)

Each project or task is discussed in detail in the following sections. The attached spreadsheet details SMA's cost estimates for 2026 Engineering Services.

1.0 ROUTINE ENGINEERING CONSULTATION TASKS

1.1 ANNUAL GROUNDWATER STATISTICAL REPORTING

Per the approved groundwater monitoring plan for this site (Douglass & White, 2002), groundwater monitoring wells GLMW-1, GLMW-2, GLMW-4, GLMW-5, and GLMW-7 will be sampled by Gunnison County personnel on a semi-annual basis in April and October. Additionally, leachate shall be sampled from the leachate holding pond (LHP) during one of the groundwater sampling events if leachate is present.

Annual Groundwater Reporting Services for 2026 will be performed on a time and expenses basis for an estimated cost of $18,305.

Groundwater monitoring statistics notification letters will be submitted following each monitoring event. In accordance with April 2014 CDHE correspondence, Groundwater Statistics Reports are submitted on an annual basis. An annual groundwater monitoring report will be prepared following the Fall monitoring event presenting an evaluation of the sampling and analytical data.

The notification letters shall include, but not be limited to:

- Notification of statistically significant increases (SSIs) in well and constituent pairs
- Notification of volatile organic compound (VOC) detections
- Notification of Colorado Basic Standard of Groundwater (BSGW) exceedances.

The annual groundwater statistics report shall include, but not be limited to:

- Statistical analysis of groundwater monitoring constituents, as applicable
- An evaluation of the groundwater levels
- A discussion of deviations from standard professional practice if any
- Significant events that may have impacted sampling results due to site conditions, sampling, or analytical efforts
- Recommendations and the estimated schedule for the next sampling event
- Copies of the laboratory analytical reports submitted in their entirety
- Site maps and appropriate figures, including a plan view illustration of the potentiometric surface relative to the groundwater monitoring network
- Chain of custody documentation
- Copies of field data sheets.

The reports shall be submitted to Gunnison County and CDPHE within sixty (60) days of SMA's receipt of the applicable laboratory analytical reports. A statistical analysis will be employed consistent with CDPHE regulations, as appropriate, for the ongoing analysis of the geochemical data. Samples will be analyzed in accordance with one or more of the methods identified in Part 1, Appendix B, Section B3(G) of the Regulations to determine if the changes are statistically significant.

1.2 AIR COMPLIANCE SERVICES

Solid waste landfills release air pollutants that are regulated by the CDPHE Air Pollution Control Division (APCD). Air quality regulations that apply to the Gunnison County Landfill include the Colorado Air Quality Control Commission's (CAQCC's) Regulations (refer to Regulation No. 2, 3, and 7) and the New Source Performance Standards (NSPS) located in 40 CFR Part 60 Subpart WWW.

The Air Compliance Services for 2026 described herein will be performed on a time and expenses basis for an estimated cost of $5,760.

Gunnison County Landfill is subject to various reporting requirements. These reporting requirements include the air pollutant emission notice (APEN) and site-specific density calculation. The annual emission calculation (VOC report) and the greenhouse gas mandatory rule assessment are not submitted to a regulatory agency. They are completed annually and filed with facility records. These documents are usually requested during on-site inspections. A detailed explanation of each of these reports is included in this section. The compliance schedule which shows the due dates for these submittals is found in Table 1 below:

Table 1: Air Compliance Services Schedule

Description	***Date Submitted***	***Interval***	***Next Submittal Date***	***Notes***	***Included in this Contract?***
Annual Emission Calculation (VOC)	February 13, 2025	Annual	March 1, 2026	Requested during on-site inspections	Yes
GHG Reporting	February 12, 2025	Annual	March 1, 2026	Requested during on-site inspections	Yes
Site Specific Density Report	October 17, 2025	Annual	October 31, 2026	Internal Report	Yes
MSW APEN	October 11, 2024	5 years	September 11, 2029	Under APCD review; not approved yet	No

1.2.1 Annual Emissions Calculations

Annual calculations of VOC emissions are frequently requested during on-site inspections to assure compliance with the facility permit and the most recent APEN submission. This calculation is typically completed by April of each year and made available to APCD upon request. The VOC emissions are calculated using the assumptions outlined in the Construction Permit. This report also includes the rolling 12-month totals required by the Construction Permit.

1.2.2 GHG Mandatory Reporting Rule

The Environmental Protection Agency (EPA) Greenhouse Gas (GHG) Mandatory Reporting Rule (Rule) – 40 CFR 98, Subpart HH, Section 98.343(b)(2)(C)(1) – requires MSW landfills to calculate methane generation. The methane generation is reported using EPA's electronic Greenhouse Gas Reporting Tool (e-GGRT), a web-based form developed for reporting to demonstrate compliance with the Rule. This report must be uploaded to APCD's Greenhouse Gas and Oil & Natural Gas Emissions Inventory Reporting website.

1.2.3 Site Specific Density Report

The purpose of completing the site-specific density (SSD) calculation is to determine if the design capacity of the landfill is above 2.5 million m^3 ***and*** 2.5 million megagrams. In accordance with the requirements of NSPS Subpart WWW §60.758(f), the site-specific density calculation is required to be completed on an annual basis. Gunnison County provides the gate records for the past year and had provided the annual survey until 2021. Starting in 2021, SMA has completed a drone survey of the landfill area, along with continuing to complete the calculation and accompanying report. The SSD report is usually completed by October 31st of each year.

1.3 OPERATIONAL SERVICES

SMA provides annual services related to the operations of Gunnison County Landfill. An estimated budget based on costs from previous years has been included for these services.

The operational services for 2026 described herein will be performed on a time and expenses basis for an estimated cost of $18,675; however, please see Section 1.33 for additional details.

Operational services generally include the following:

1.31 General Operations ($3,320):

- Update 12-month rolling waste acceptance totals
- Compliance consultation and review
- Special waste consultation

1.32 Section 9 Reporting for Leachate Holding Pond ($1,655)

Gunnison County is required to submit a Section 9 Waste Impoundment Report, submitted annually, prior to March 1st, for the Type B Waste Impoundment, the Leachate Holding Pond.

The report will be completed in accordance with Section 9.3.5(D) of 6 CCR 1007-2, Part 1, Regulations Pertaining to Solid Waste Sites and Facilities.

1.33 Miscellaneous Consulting ($13,700)

To account for unanticipated consulting time for miscellaneous tasks that may arise during the year, SMA has estimated 6 hours per month of Project Manager time to account for tasks that may arise. These unanticipated tasks will be invoiced on a time and expenses basis and Gunnison County will only be invoiced for time spent. If a number of unexpected tasks pop up throughout the year, Gunnison County and SMA will discuss how it affects this

initial budget and agree how to proceed. ***SMA will not exceed this initial budget without first discussing it with the County.***

1.4 AERIAL SURVEY

SMA will contract with Fabre Engineering to provide an annual drone survey of Gunnison County Landfill. This survey is typically performed in September. The previous years' survey is compared to the current years' survey to determine the volume of waste placed during that time period. Using this volume and the gate tonnage, a site specific waste density is calculated.

The aerial survey for 2026 described herein will be performed for an estimated cost of $12,850.

1.5 SITE LIFE CALCULATIONS

Using the updated volumes from the aerial survey, SMA will calculate the estimated remaining site life of the Gunnison County Landfill based on various scenarios regarding estimated annual waste growth.

Site life calculations for 2026 described herein will be performed on a time and expenses basis for an estimated cost of $4,230.

2.0 SUMMARY OF ESTIMATED COSTS

The estimated costs for the various items described in Section 1.0 are presented in the attached spreadsheet. The current SMA Preferred Professional Fee Schedule was utilized for preparation of this budget. **SMA's estimated 2026 budget for Engineering Services for the Gunnison County Landfill are $59,820.**

While we believe that these fees are realistic, unforeseen obstacles and changes to the task list may result in costs higher or lower than those estimated. The scope and estimated costs for additional services will be discussed with Gunnison County prior to initiating the additional work.

If you have any questions or comments, please do not hesitate to contact us. Thank you very much for this opportunity to continue to provide Landfill Engineering Services to Gunnison County.

Sincerely,

SOUDER, MILLER & ASSOCIATES, INC.

Michael J. Pretti

Michael J. Pretti, P.E.
Principal
mike.pretti@soudermiller.com

Enc: Engineering Services Cost Estimate

Gunnison County Landfill
2026 Engineering Services Cost Estimate

		HOURS				COST					
		Principal	Senior Eng II	Survey/CAD Tech IV	PFA II	Principal	Senior Eng II	Survey/CAD Tech IV	PFA II	Expenses	Total
Item	Task	$ 250	$ 185	$ 120	$ 100	$ 250	$ 185	$ 120	$ 100	$ -	$ -
1.00	**2026 ROUTINE ENGINEERING CONSULTING SERVICES**										
1.10	***Annual Groundwater Statistical Reporting***										
1.11	**Spring Notification Letter-** Notification Letter for Spring Sampling Event and Software Renewal	2	40	0	1	$ 500	$ 7,400	$ -	$ 100	$ 325	$ 8,325
1.12	**Fall Notification Letter/Statistical Report-** Fall Notification Letter and Annual Statistical Report	4	48	0	1	$ 1,000	$ 8,880	$ -	$ 100	$ -	$ 9,980
	Task 1.10 Subtotal										***$ 18,305***
1.20	***Air Compliance Services***										
1.21	**Annual Emission Calculation -** VOC calculation for Emissions Permit	6	0	0	0.5	$ 1,500	$ -	$ -	$ 50	$ -	$ 1,550
1.22	**e-GGRT Assessment - R**eport GHG via e-GGRT	6	0	0	0.5	$ 1,500	$ -	$ -	$ 50	$ -	$ 1,550
1.23	**Site Specific Density Report -** Calculations and Report Preparation	1	6	10	1	$ 250	$ 1,110	$ 1,200	$ 100	$ -	$ 2,660
	Task 1.20 Subtotal										***$ 5,760***
1.30	***Operational Services***										
1.31	**General Operations -** Tracking rolling 12-month totals, special waste assistance, invoicing, compliance scheduling	4	12	0	1	$ 1,000	$ 2,220	$ -	$ 100	$ -	$ 3,320
1.32	**Section 9 Reporting -** Submit Section 9 Report for LHP	0.5	8	0	0.5	$ 125	$ 1,480	$ -	$ 50	$ -	$ 1,655
1.33	**Miscellaneous Consulting** (Assume 6 hours per month Project Manager time)	10	60	0	1	$ 2,500	$ 11,100	$ -	$ 100	$ -	$ 13,700
	Task 1.30 Subtotal										***$ 18,675***
1.40	***Aerial Survey***										
1.41	**LIDAR Topo Flight -** Flight, data download, topo map of flown area	4	2	12	1	$ 1,000	$ 370	$ 1,440	$ 100	$ 5,500	$ 8,410
1.42	**Calculation of Waste Placed in Previous 12 months**	1	6	24	2	$ 250	$ 1,110	$ 2,880	$ 200	$ -	$ 4,440
	Task 1.40 Subtotal										***$ 12,850***
1.50	***Site Life Calculations***										
1.51	**Site Life Calculations**	1	8	20	1	$ 250	$ 1,480	$ 2,400	$ 100	$ -	$ 4,230
	Task 1.50 Subtotal										***$ 4,230***
										Routine Engineering Consulting Services Total:	***$ 59,820***

SMA
Souder, Miller & Associates
Engineering ♦ Environmental ♦ Geomatics
5610 Ward Road, Suite 130 ♦ Arvada, CO 80002
303.239.9011 ♦ fax 303.293.0745 ♦ www.soudermiller.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution to Lease, Purchase And/Or Finance Cater

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is the lease/purchase agreement for buying a new compactor at the landfill. This item is critical to landfill operations.

Fiscal Impact:

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 2/6/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/9/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/9/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2026-_____

A RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE CATERPILLAR EQUIPMENT

Caterpillar Model 816-11 Landfill Compactor, Serial Number: J6N00509

WHEREAS, the laws of the State of Colorado (the "State") authorize Gunnison County, a duly organized political subdivision of the State (the "County"), acting by and through the Board of County Commissioners of the County of Gunnison, Colorado (the "Board"), to purchase, acquire and lease personal property for the benefit of the County and its inhabitants and to enter into and necessary contracts; and

WHEREAS, the County wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into Sales Agreements with Caterpillar; and

WHEREAS, a copy of a Sales Agreement with Caterpillar has been presented to the Board at this February 17, 2026, meeting ("Agreement"); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the County enters into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the County; and

That Matthew Birnie, County Manager, Martin Schmidt, Assistant County Manager for Public Works, and/or Curtis Lupton, Fleet Manager for the Public Works Department, are authorized, directed and empowered to (i) sign—or ratify-- and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken, all actions he deems necessary or advisable to acquire the Equipment, including the signing—or ratification-- and delivery of the Agreement and related documents; and

That the Clerk of the Board is authorized to attest to this Resolution and affix the seal of the Board to the Agreement, this Resolution, and any related documents; and

That nothing in this Resolution, the Agreement, or any other document imposes a pecuniary liability or charge upon the general credit of the County or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the County as provided in the Agreement; and

That a breach of this Resolution, the Agreement or any related document will not impose any pecuniary liability upon the County or any charge upon its general credit or

against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the County as provided in the Agreement; and that the authority granted by this Resolution will apply equally and with the same effect to the successors in office of the Authorized Persons.

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 [seal]:

_____
Deputy County Clerk

SALES AGREEMENT

DATE Jun 18, 2025
QUOTE# 290695

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

SOLD TO

PURCHASER: GUNNISON COUNTY
STREET ADDRESS: 195 BASIN PARK DRIVE
CITY/STATE: GUNNISON, CO — COUNTY: GUNNISON CO
POSTAL CODE: 81230 — PHONE NO.: 970 641 0044
CUSTOMER CONTACT: EQUIPMENT: CURTIS LUPTON — PHONE NO.: 970 641 0044
EMAIL:
PRODUCT SUPPORT: CURTIS LUPTON — PHONE NO.: 970 641 0044
INDUSTRY CODE: COUNTY GOVERNMENT(841) — PRINCIPAL WORK CODE:

SHIP TO

<SAME>

Ownership Customer #	Invoice Customer #	Sales Tax Exemption # (if applicable)	Customer PO Number	Ship Via
38624	14920	98-02498	CAT LEASE	Aurora

TERMS

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE ☐ | NET ON DELIVERY ☐ | FINANCIAL SERVICES ☐ CSC ☑ LEASE

CASH WITH ORDER	$0.00	BALANCE TO FINANCE	$637,445.82	CONTRACT INTEREST RATE	4.99	NOTES:	
PAYMENT PERIOD	QUARTERLY	PAYMENT AMOUNT	$36,210.85	NUMBER OF PAYMENTS	20	OPTIONAL BUY-OUT	$1.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CATERPILLAR — MODEL: 816 — YEAR: 2026 — NEW ☑ USED ☐
STOCK NUMBER: 540066 — SERIAL NUMBER: 0J6N00509 — SMU: 7

816 11A LANDFILL COMPACTOR	FILM, AM-NORTH
ENGINE	PACK, DOMESTIC TRUCK
PRECLEANER, DUAL	
AXLES, NO-SPIN FRONT & REAR	
LIGHTS, LED	
PRODUCT LINK, CELLULAR PLE641	
FAN, REVERSING	
WHEELS, COMBINATION TIPS	
STRIKER BARS W/CLEANER FINGERS	
BULLDOZER, STRAIGHT BLADE	
FILMS, ANSI	
HEATER, ENGINE BLOCK, 120V	
PREMIUM CORP RADIO (12V)	
SOUND SUPPRESSION	
ANTIFREEZE, -50C (-58F)	

TRADE-IN EQUIPMENT

MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

SELL PRICE	$637,045.82
SUBTOTAL	**$637,045.82**
DOCUMENT FEE	$400.00
TOTAL	**$637,445.82**

☑ CATERPILLAR EQUIPMENT WARRANTY & COVERAGE — INITIAL

The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.
Warranty applicable including expiration date where necessary:
12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)
5yr/6000hr premier warranty

☐ ALLIED WARRANTY & COVERAGE — SIGNATURE

☐ USED EQUIPMENT COVERAGE — INITIAL

All used equipment is sold **as is** , with all faults. EXCEPT FOR THE FOLLOWING LIMITED WARRANTY SET FORTH HERE, IF ANY, WAGNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer acknowledges that it is required to fully examine the used equipment and hereby assumes the risks of any defects which examination ought to reveal.

Warranty applicable:

Preventative Maintenance:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

WAGNER EQUIPMENT CO.

ORDER RECEIVED BY: Beaman, Scott
REPRESENTATIVE

PURCHASER

DATE APPROVED AND ACCEPTED ON

GUNNISON COUNTY
PURCHASER

BY
SIGNATURE

TITLE

TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. Pricing is subject to change based on manufacturer changes to cost and availability.
2. METHODS OF ACCEPTANCE and TERMS OF AGREEMENT: This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by**(1)** the execution of this MSO by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parts authorizing WAGNER to take action to fulfill this order, or **(3)** the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WAGNER and Customer. WAGNER is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WAGNER and Customer.
3.TIME OF DELIVERY and SHIPPING: Orders for equipment are processed in the order of their acceptance by WAGNER and WAGNER will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WAGNER's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelating factors. WAGNER is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.
4. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WAGNER, Customer grants to WAGNER a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WAGNER, properly executed, any certificate of title or other document or instrument required by WAGNER to protect WAGNER's security interest as created in this paragraph. Customer also authorizes WAGNER to file financing statement(s) with respect to the security interest granted herein. Customer grants Wagner Equipment the right to assign Wagner Equipment's security interest in the goods to any other entity or person, at any time Wagner Equipment so chooses.
5. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WAGNER's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WAGNER. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breech. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity
6. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WAGNER, and Customer will store the goods or reship the goods to WAGNER. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.
7. No right or interest in this agreement shall be assigned by Customer without the written permission of WAGNER, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WAGNER. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. WAGNER shall have all rights and remedies provided in the Uniform Commercial Code and in any other document executed in connection with this agreement. Customer agrees to pay all costs incurred by WAGNER in enforcing this agreement or any of is provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WAGNER may bid on the goods and that a commercially reasonable price for said reclaimed goods , a public sale , may be determined by WAGNER based upon current national auction values, market trends relating to supply and demand, and related factor, for goods of similar type and condition.
9.CANCELLATION/TERMINATION: This Order may be canceled by Customer only with WAGNER's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WAGNER in the event of any default by Customer or in the event Customer fails, upon WAGNER's request, to provide reasonable assurances of future performance.
10.PERMISSIBLE VARIATIONS: All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods of WAGNER, In the event of shipment of non-conforming goods, WAGNER shall be given a reasonable opportunity to replace the goods with those which conform to the order.
11.FORCE MAJEURE: a) WAGNER shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services of such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WAGNER's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WAGNER from performance of its obligations hereunder.
12. VENUE: Venue for any and all disputes between the parties will be in state court located in Adams County, Colorado. Purchaser hereby expressly consents to jurisdiction in Adams County, Colorado and waives any objection based on inconvenient forum and any right to remove any legal action from the court originally acquiring jurisdiction.

WS2.702.1

INITIAL HERE _____

DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement (**"DGS"**), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the **"RSP Document"**) The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

GUNNISON COUNTY

Company

Company (Print)

Company Representative (Print)

Signature

Jun 18, 2025

Date

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID

Caterpillar: Confidential Green

COMPLETE THESE ITEMS TO GET STARTED.

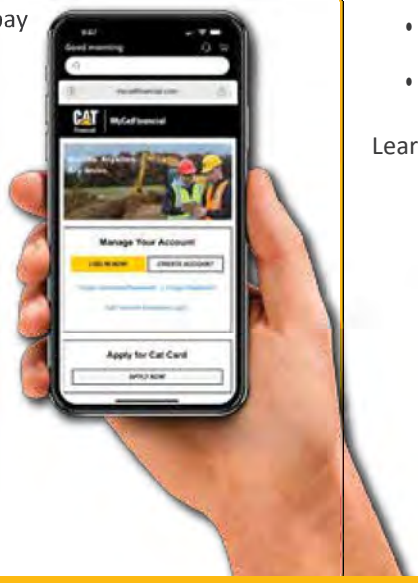
- Complete and sign all documents in this package.
- Submit completed and signed documents by clicking FINISH at the end of your documents.
- Open and review your executed document package after you receive your confirmation email confirming all parties have signed.
- Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.

MYCATFINANCIAL

MyCatFinancial is our online, self-service tool that allows you to manage your Cat Financial accounts anytime, anywhere, on any device.

- Manage your Cat® Card account
- Make a payment or set up auto-pay
- View your signed documents
- Send and receive confidential information securely
- Request a payoff quote
- Submit an online credit application
- And more!

Visit **cat.com/mycatfinancial** to learn more and sign up today.



CAT® CARD – THE ESSENTIALS YOU NEED. WITH THE FLEXIBILITY YOU WANT.

The Cat Card account is the easy way to pay for work tools, attachments, equipment rentals, parts, service and more.[1]

- No annual fee
- Competitive rates
- Flexible payment terms
- Earn Cat Vantage Points on every qualifying purchase[2]

Learn more at **catcard.com**.

THE Rental STORE

DISCOVER DIGITAL TOOLS

CAT CENTRAL APP

FULL CONTROL OF YOUR EQUIPMENT IN THE PALM OF YOUR HAND

PURCHASE PARTS 24/7

LEARN MORE

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RECEIVES FAILURE CODES

SCHEDULES MAINTENANCE

LEARN MORE

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PREVENTING FRAUD TOGETHER

Cat Financial is committed to helping you keep your personal and financial information secure. Find out how you can protect yourself against fraudulent activity by **visiting our website**.

[1] Financing is subject to credit approval by Caterpillar Financial Commercial Account Corporation for US customers, and Caterpillar Financial Services Limited for Canadian customers. Not all customers will qualify

[2] See cat.com/getrewarded for eligibility, details, and terms and conditions.

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CAT Financial

Governmental Equipment Lease-Purchase Agreement
Contract Number 001-70207654

1. PARTIES

LESSOR *("we", "us", or "our"):*

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE *("you" or "your"):*

GUNNISON COUNTY
200 E VIRGINA AVE
GUNNISON, CO 81230-2248

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	QUARTERLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2026 Caterpillar 816-11 Landfill Compactor	J6N00509	SEE ATTACHMENT	$1.00	_____

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

   The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 4.99% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your

fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **11. Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An “Event of Default” will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Notwithstanding our designation as “Lessor,” we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the

parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR	**CATERPILLAR FINANCIAL SERVICES CORPORATION**	**LESSEE**	**GUNNISON COUNTY**
Signature	_____	Signature	_____
Name (Print)	_____	Name (Print)	_____
Title	_____	Title	_____
Date	_____	Date	_____

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Colorado (the "State") authorize GUNNISON COUNTY (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of GUNNISON COUNTY, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____

1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	GUNNISON COUNTY

2. PAYMENT SCHEDULE

PAYMENT NUMBER	PAYMENT DATE	PAYMENT AMOUNT
1 - 20	_____	$36,210.85
21	_____	$1.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION		GUNNISON COUNTY	
Signature	_____	Signature	_____
Name (Print)	_____	Name (Print)	_____
Title	_____	Title	_____
Date	_____	Date	_____

COVERAGE THAT GETS YOU BACK TO BUSINESS

Your equipment is one of your operation's biggest financial investments. Our Physical Damage Insurance is built to protect it. If your new or used machine experiences a covered loss, we'll get it repaired or replaced— so you can get back to work fast.

WE'VE GOT YOU COVERED

PROTECT YOUR HEAVY EQUIPMENT WITH PHYSICAL DAMAGE INSURANCE

- For covered total losses, we pay up to policy limits the **GREATER** of –
  - > The payoff value of your loan*
  - > Actual cash value
  - > Fair market value
- **FULL REPLACEMENT COST** for Cat® genuine parts, where available, and repairs by an authorized Cat dealer or facility of choice
- Coverage for **RENTAL COSTS** up to $500 per day, up to $10,000 per occurrence and $100,000 coverage for rented replacement equipment
- **PROTECT** any brand of equipment you own – as well as trailers and attachments that are purchased with the equipment and listed on the sales invoice

To learn more about the insurance coverage available for your machines, talk to your Cat dealer or contact us at 1.800.248.4228 or PhysicalDamage@cat.co

This is only a brief description of the program. The actual policy will govern.

This marketing tool does not represent a contract or obligation of any kind between Caterpillar Inc., its subsidiaries or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service.

100 YEARS CATERPILLAR®

*Less late payments and fees

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CAT® Financial

CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice. We recommend the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch, or Kroll Bond Agency ("KBRA").

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation (CISC), that has been designed specifically for those that purchase Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Program (the Program) Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

The Program protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, flood, sinking, earthquake and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides benefits you most likely would not find in other plans.

The Program does include normal exclusions. Some important exclusions include, but are not limited to, wear and tear, rust, loss of income, acts of war, nuclear damage, mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

The Program does not cover losses to your equipment that you loan, lease, or rent to others.

Repairs

When a covered loss occurs, the Program will pay for Cat® replacement parts, where available, on all your new or used Caterpillar equipment. For all other equipment from other manufacturers, the Program will pay for comparable replacement parts.

Rental Reimbursement

The Program allows for rental expenses up to $10,000 per occurrence but not more than $500 per day that you incur to rent similar equipment following a covered loss. You are automatically protected with up to $100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the Program will pay the greater of, not to exceed policy limits, the following:

- The payoff value of the loan, excluding past due payments and late charges, on the damaged parts or equipment as of the date of loss; or
- The actual cash value of the covered property; or
- The Fair Market Value of replacing that property with property of like kind and quality.

Debris Removal

The Program will pay 25% of the direct physical loss plus the deductible, up to a $10,000 maximum above the limit of insurance of the covered property.

Fire Department Service Charge

The Program will pay fire department service fees up to $10,000.

Deductible

Construction and Agricultural Equipment Deductible: $1,000
Forestry Equipment Deductible: $5,000

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CISC toll free at **1-800-248-4228 option 2.**
You may also e-mail CISC at physicaldamage@cat.com.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002
(as extended by the Terrorism Risk Insurance Extension Act of 2005, as amended in 2007, as extended in 2015, and amended in 2019)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended defines in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2019. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: $ 0.00.

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Item	Year	Model #	Equipment Description	Serial/VIN	State	Policy Limit (Value Including Total Tax)	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1	2026	816-11	Caterpillar Landfill Compactor	J6N00509	CO	$637,045.82	$30,580.00	$1,737.13

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be $30,580.00, which is $6116.00 per year based upon the total equipment value of $637,045.82.

Method 1 ☐ I will finance the insurance premium, including finance charges, of $1,737.13 per scheduled equipment payment. The finance charge is calculated at 4.99% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document I am agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.

Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the $6116.00 premium and return the payment with the signed equipment documents.

Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents.

Method 4 ☐ I decline insurance through Caterpillar Insurance Company. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

If selecting method 2 or 3 above, you are also eligible to pay with Cat Card.

☐ I will pay by Cat Card account and provide my account information below.

☐ I will pay by check Please make check payable to Caterpillar Insurance Services Corp. and include Policy Number CIC - 70207654 on your check.

☐ Not applicable—Only Choose this option if Method 4 is selected above.

Accountholder Name _____ Cat Card Number _____

Authorized User Signature _____ Print Name _____

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2019), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer may receive commission compensation.

Dealer Name: WAGNER EQUIPMENT CO.
Customer Name: GUNNISON COUNTY
Billing Address: 195 BASIN PARK DRIVE
GUNNISON, CO 81230-7241

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 option 2.

Accepted By: _____ Name (PRINT): _____

Title: _____ Date: _____

Fraud Warning:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

Applicable in MD: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AK: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Applicable in CA: For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in DC: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Applicable in FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Applicable in HI: Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

Applicable in ID: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Applicable in KS: Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines, and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Applicable in KY, NY, and PA: Any person who knowingly and with 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 (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA, and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines, and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in NM: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Applicable in OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in OK: WARNING – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with a penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of $1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call **1-800-248-4228,** or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect to arrange your physical damage coverage through Caterpillar Insurance Services Corporation.

Transaction Number: 001-70207654

Dealer Name: WAGNER EQUIPMENT CO.

Customer's Name: GUNNISON COUNTY

Address: 200 E VIRGINA AVE
GUNNISON, CO 81230-2248

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the replacement value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Policy Limit (Value Including Tax)
1. 816-11	2026 Caterpillar Landfill Compactor	J6N00509		$637,045.82

Insurance Agency _____ Insurance Agent's Name _____

Street Address _____

City _____ State _____ Zip _____

Agent's Phone Number _____ Fax Number _____ E-mail Address _____

TO CUSTOMER'S INSURANCE AGENT

Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:

[ ] To my existing policy number(s)_____, which now provide the coverage required, or

[ ] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services
2120 West End Avenue Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70207654

CAT Financial

CUSTOMER INFORMATION		CHANGES TO CUSTOMER INFORMATION
Customer Name:	**GUNNISON COUNTY**	
Physical Address:	**200 E VIRGINA AVE**	
	GUNNISON, CO, 81230-2248	
Mailing Address:	**195 BASIN PARK DRIVE**	
	GUNNISON, CO, 81230-7241	
Equipment Location:	**195 BASIN PARK DRIVE**	
	GUNNISON, CO, 81230-7241	
Business Phone:	**9706410044**	
Mobile Phone:		
E-mail Address:	**lpartch@gunnisoncounty.org**	

The changes above apply to: ☐ **Current Request for financing** ☐ **All active contracts**

TAX INFORMATION

Tax Exempt** **Non-Exempt**

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.***

AUTO PAY INFORMATION (Checking Account Information)

☐ **I decline** Auto Pay authorization at this time

☐ **I request and authorize Caterpillar** Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Account Name (exactly as it appears on Check)

Routing Number

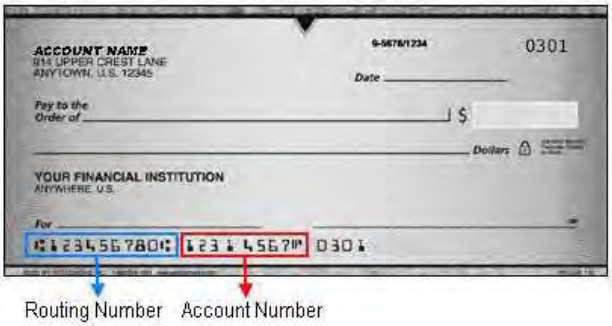
9 digits

Account Number

3-17 digits

Re-Enter Account Number

3-17 digits



CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

_____

Name _____

Title _____

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than $100,000 Form 8038GC is filed with the IRS. If the original principal amount is $100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G http://www.irs.gov/pub/irs-pdf/f8038g.pdf

IRS Form 8038GC http://www.irs.gov/pub/irs-pdf/f8038gc.pdf

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

WAGNER EQUIPMENT CO.
18000 E SMITH RD
AURORA, CO 80011-3511

Reference:

GUNNISON COUNTY

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

EXHIBIT 2
Concluding Payment Schedule to
Government Agreement

Quote Number……4990043
Contract Number 001-70207654

Dated _____, 20__
between
Caterpillar Financial Services Corporation
and
GUNNISON COUNTY

Description of Unit: 816-11 Landfill Compactor:J6N00509

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	637,445.82	36,210.85	0.00	7,952.14	4.99	609,187.11
2	609,187.11	36,210.85	0.00	7,599.61	4.99	580,575.87
3	580,575.87	36,210.85	0.00	7,242.68	4.99	551,607.70
4	551,607.70	36,210.85	0.00	6,881.31	4.99	522,278.16
		---	---	---		
total		144,843.40	0.00	29,675.74		
5	522,278.16	36,210.85	0.00	6,515.42	4.99	492,582.73
6	492,582.73	36,210.85	0.00	6,144.97	4.99	462,516.85
7	462,516.85	36,210.85	0.00	5,769.90	4.99	432,075.90
8	432,075.90	36,210.85	0.00	5,390.15	4.99	401,255.20
		---	---	---		
total		144,843.40	0.00	23,820.44		
9	401,255.20	36,210.85	0.00	5,005.66	4.99	370,050.01
10	370,050.01	36,210.85	0.00	4,616.37	4.99	338,455.53
11	338,455.53	36,210.85	0.00	4,222.23	4.99	306,466.91
12	306,466.91	36,210.85	0.00	3,823.17	4.99	274,079.23
		---	---	---		
total		144,843.40	0.00	17,667.43		
13	274,079.23	36,210.85	0.00	3,419.14	4.99	241,287.52
14	241,287.52	36,210.85	0.00	3,010.06	4.99	208,086.73
15	208,086.73	36,210.85	0.00	2,595.88	4.99	174,471.76
16	174,471.76	36,210.85	0.00	2,176.53	4.99	140,437.44
		---	---	---		
total		144,843.40	0.00	11,201.61		
17	140,437.44	36,210.85	0.00	1,751.96	4.99	105,978.55
18	105,978.55	36,210.85	0.00	1,322.08	4.99	71,089.78
19	71,089.78	36,210.85	0.00	886.84	4.99	35,765.77
20	35,765.77	36,210.85	1.00	446.08	4.99	0.00
		---	---	---		
total		144,843.40	1.00	4,406.96		
total		724,217.00	1.00	86,772.18		

(*)Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

Amendment to Governmental Equipment Lease-Purchase Agreement
Contract Number 001-70207654

This Amendment (the "Amendment"), dated _____ _____, 20___ (the "Effective Date"), to the Governmental Equipment Lease-Purchase Agreement (the "Lease") for the Contract Number set out above is by and between the parties identified below.

PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 WEST END AVENUE
NASHVILLE, TN 37201

LESSEE:

GUNNISON COUNTY
200 E VIRGINA AVE
GUNNISON, CO 81230-2248

TERMS AND CONDITIONS

1. Capitalized terms used but not defined herein shall have the meaning given them in the Lease.
2. Except as provided herein, the Lease shall remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein shall be deemed to be a waiver or amendment of any other provision contained in the Lease or any of our rights or remedies under the Lease.
3. As of the Effective Date, the Lease is hereby amended as set forth below.

AMENDMENT

Section 14 of the Lease (bearing the heading **Title; Return of Units**) is hereby amended by adding the following sentence at the end of the Section: "In accordance with the terms of this Section, upon payment in full of all Payments owed hereunder (including the final lease payment), Lessee will retain ownership and title to the Unit."

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (print) _____

Title _____

Date _____

GUNNISON COUNTY

Signature _____

Name (print) _____

Title _____

Date _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Project Hope of Gunnison Val

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see attached.

Fiscal Impact: 10,500

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/12/2026 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

COUNTY AID AGREEMENT

Project Title: PROJECT HOPE OF GUNNISON VALLEY

Award Period: **JANUARY 1, 2026 TO DECEMBER 31, 2026**

Award: $10,500

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Project Hope of Gunnison Valley**
PO Box 1812
Gunnison, Colorado 81230
Contact Name: **Amy Kirschbaum**
Telephone: (970) 641-2712
Email: director@hope4gv.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Ten Thousand and Five Hundred U.S. dollars (**$10,500)** (the

"Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. Effect of Project Completion or Termination. Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. Notices. Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Finance Department Lupita Halligan 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Project Hope of Gunnison Valley PO Box 1812 Gunnison, Colorado 81230 Amy Kirschbaum (970) 641-2712 Email:director@hope4gv.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. Assignment. Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. Severability. If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This 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 of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the 26 day of January 2026.

RECIPIENT: PROJECT HOPE OF GUNNISON VALLEY

Signature: Amy Kirschbaum

Name: Amy Kirschbaum

Title: Executive Director

Date: 1/26/26

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____

Matthew Birnie
County Manager

Date: _____

Community Based Organization 2026
Charges for Service Application

Organization Information		*Guidelines*
Organization Name:	Project Hope of Gunnison Valley	**Please attach the following documents to this application:**
Address 1:	PO Box 1812	A) Names and addresses of all Board members including designation of officers
Address 2:		B) Budget detail for 2025 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
City:	Gunnison	C) 2025 Funding Report
State:	CO Zip: 81230	D) Copy of most recent audited/reviewed financial statements
Telephone Number:	970-641-2712	**Submit completed application to:**
Email Address:	director@hope4gv.org	Electronic Submittal: Adobe PDF Format Lupita Halligan, Senior Accountant LHalligan@gunnisoncounty.org
Contact Person(s):	Amy Kirschbaum	Mailed Submittal: Gunnison County Finance Attn: Lupita Halligan 200 E Virginia Ave Gunnison, CO 81230

****SUBMITTAL DEADLINE: OCTOBER 24, 2025****

1. **What is the amount of County funds requested? Please keep your request below $12,000.**

$10,500.00

2. **Provide specific information regarding what the County funds will be used for**.

Project Hope of Gunnison Valley plans to use the County funds in multiple areas of our work:

1. Project Hope facilitates our county's SART/DVRT (sexual assault response team/domestic violence response team) monthly meetings. We also maintain the website and domain, ensure the QR code is linking to this site and is easy for people to access, and continually facilitate flyer postings throughout our community to ensure people have this vital information. We work to increase involvement from other community organizations, law enforcement officers, and community members to ensure we have a diverse group assisting with this community support. We plan to bring in more training opportunities for this group in 2026 and have already initiated conversations with the Colorado judicial training department to help facilitate this. The group is working with the schools to increase the "Stay Safe Out There" parent and student talks this coming year. The group has also been speaking with the "Safe Bars" program and is working to try and bring this to our county with the help of local hospitality businesses this coming year. We anticipate these costs to be $3,000 for 2026 (trainings, publications, meeting space, refreshments, mileage, website and QR code maintenance and subscriptions)

2. We plan to utilize some of this funding to help with the increasing housing costs faced by our organization and clients. We maintain multiple transitional housing units throughout the county that we use to help clients who are on waiting lists for more permanent housing. This enables them to save for down payments and other moving costs while they are on the waiting lists. Additionally, we partner with local hotels to provide emergency shelter to clients when that is needed. All of these costs continue to rise and as we don't charge anything to our clients, this funding will enable us to continue to be able to provide for our client's safety needs. We anticipate using $4,000 for these programs (emergency shelter and transitional housing).

3. The third way we plan to use this award is by supporting our staff. Though we have been working diligently to raise their pay rates to more appropriate levels, we have not yet reached that goal. We plan to use some of these funds to support our staff so they are able to take care of their own basic needs. Our staff provide clients with advocacy, referrals to other support systems, lead support groups in both English and Spanish languages, and are the foundation of all of our programs. Additionally, all staff who are not bilingual are currently taking Spanish lessons weekly at work to ensure that we are able to make anyone coming into our offices feel safe and supported. We anticipate using $3,500 for these supports (staff compensation, support groups, Spanish classes, office expenses).

3. **Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.**

Funding from the county will enable Project Hope to continue to provide our direct advocacy services and support to anyone affected by domestic violence, sexual assault, human trafficking, and/or stalking in Gunnison County. We will measure the success of our programs through a number of tools and will report those findings accordingly. We utilize a couple different surveys to our clients upon intake and then periodically during their time with us. These measure the client's feeling of safety and of healing. We have been seeing a 30% increase in scores from intake to follow-up and strive to maintain or increase those numbers. We will also utilize our collaborations and community partnerships to increase our resource database as well as obtain their feedback on our programs, how knowledgeable the community is about our programs, and identify any areas where we can make improvements. All of our programs and practices are trauma informed, free to clients, and are client led.

We track all of our client interactions including what services and information was provided. We track the number of client's and dependents served as well as how they heard about our programs. Since COVID, our client numbers have started to level off and we anticipate helping around 150 clients in 2025.
This year we also started tracking our client's number of dependents who are also helped through our programs. As of September 30, 2025 we have assisted 120 dependents and we anticipate this number increasing by 10 to 20 by the end of 2025. Along with these statistics, we also track the number of client files we have been able to close indicating that they have healed to the point that they no longer need our services. So far in 2025, we have been able to close 27 client files!

Our goal for the SART/DVRT group continues to grow as we add more members and increase community awareness. The addition of our QR code and website have increased our community connections, but we plan to work on having more of those members attend meetings and participate in our projects (such as the "Stay Safe Out There" talks). We have received feedback from the community that timing of these meetings was a challenge for some so this year made adjustments to time and location to try and facilitate schedules. We also plan to use this platform to spread community awareness of all the SART/DVRT member's programs, not just Project Hope. We plan to expand the focus to ensure we are supporting all organizations in the valley and therefore have less duplication of services. We plan to strengthen partnerships and be better supports for one another the evidence of this being better engagement in the monthly meetings.

In a year of ever changing challenges, we are very thankful for the support of our County not only through this funding, but also through your partnerships with us. Having just attended a training conference in Keystone, CO and speaking with other communities, we know that many areas are not being as supportive of smaller organizations like Project Hope. With your continued support, we plan to maintain our record of not having to deny anyone who meets our mission the support and services they need to move along their healing journey. Thank you for your continued support.

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2025 **Funding Recipient Project Report**

Recipient Information

Name of Funding Recipient: Project Hope of Gunnison Valley

Dollar Value of County Funds Awarded: $10,500

Funding Recipient's Total 2025 Annual Budget: $787,282.44

Funding Summary

Other Funding Sources (please list source names and amounts received):
$130,820.00 VOCA (Crime Victim Services funding - federal)
$249,194.10 OVW (federal funding)
$91,221.00 DVP (State funding)
$4,687.00 FVJF (Dept of Justice funding)
$38,173.00 Mt CB Admission Tax Grant
$5,250.00 Mt CB Grant
$4,500 Town of Crestedd Butte Grant
$2,000 City of Gunnison Grant
$6,000 CFGV
$15,000 CAR Foundation (Colorado Realtors)
$30,000 AV Hunter Trust
$11,000 Rocky Mountain Health Foundation
$6,000 Anschutz Foundation
$1,000 El Pomar (off year, but awarded this funding for staff merit)
$1,000 Gunnison Rotary (summer program grant)
$160,000.00 Individual Donations

Percentage of Annual Budget funded by the other funding sources listed above: 96%

How the County funds were spent:
Funds from this county grant were spent to facilitate our monthly SART/DVRT (sexual assault response team/domestic violence response team)meetings. SART/DVRT hosted a 2-day training for all of the 7th judicial district which not only taught best practices, new policies, and most importantly better collaboration between our local responders. We continually post flyers with our new QR code which link folks to essential resources should they be in need of support. This funding assists with maintaining the website for SART/DVRT that our QR code links with. This year we also sponsored "Stay Safe Out There" talks with parents and highschool students prior to their graduating to the next grade or beyond.
This year saw a large turnover with staffing in part due to Walmart paying more than our advocates were making. Some of the funds from this grant were used to assist with pay scale adjustments so that we could hire staff qualified to manage our programs, including a bilingual advocate. As many of our programs are staff advocating for clients, with instability of staff we saw a dip in client participation in our programs. Once new staff were hired, we have seen a large uptake in client involvement and ultimately in their healing. This initiative directly improved our programs and client supports. Without our staff, we have no programs to offer our clients.
The funds remaining on this award will be used next month at our monthly SART/DVRT meeting.

Results Summary

Number of clients assisted during the funding year:
Project Hope served 167 clients and their dependents in 2024. As of September 30, 2025, we have served 139 clients and their 120 dependents.

Customer results achieved via the County funds:
County funds were used to provide support in both English and Spanish languages for our clients, operational expenses for our programs, and helped to fund the SART/DVRT team for our county. During a year of some challenges both with staffing and with funding uncertainties, this award has been invaluable. Due in part because of this funding, we have not had to turn any client away or deny services for those who met our mission. We have been able to provide advocacy support for those 139 clients and their 120 dependents. Through our programs, we have provided 41 nights of emergency shelter and 235 nights of transitional housing to clients who needed that support. Additionally, we have been able to close 27 client files due to their hard work and healing to a point that they no longer need our support. Most of these clients have been able to remain in our county, find permanent and safe housing, secure jobs, and contribute to the wellbeing of our community.

Our local SART/DVRT team saw a decline in attendance during portions of this year. With management changes in many of our law enforcement departments along with staffing and funding challenges for many of the other collaborators, we expect the participation to increase for the remainder of 2025 and beyond. Maintaining the website and ensuring that information remains relevant and up to date has been managed by Project Hope staff as well as facilitating meetings and scheduling trainings. Through all of the challenges this year, initiating the "Safe Talks" and working closely with the school district have been great successes for the team and we are scheduled to facilitate a few more of these parent and student talks this school year.

How your customer results were measured:
Project Hope maintains a tracking system both through a confidential online database as well as paper tracking to ensure that we have accurate records of how many clients we serve and which services are provided. We track every client contact. We also maintain a 24/7 crisis line and track all calls/texts including what services or information referrals were provided. Along with these systems, we utilize surveys that our client's complete upon intake and then periodically during their time with Project Hope. We use these surveys to measure our client's feeling of safety and healing and have seen a 30% increase in scores on both topics after clients work with our advocates. All of our programs are client led, confidential, and at no cost to our clients.

The other way that we measure our successes is through feedback from our community collaborators. The SART/DVRT group has been a wonderful resource in getting community feedback on programs that are working and successful as well as helped to identify some areas that we could improve. We met with the SANE program coordinator at GVH, for example, after working a joint cast to ensure that we learn from our interactions and always strive to improve our client services.

Submit this report by January 31, 2026 to the below contact. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Finance
Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

Email: lhalligan@gunnisoncounty.org

PROJECT HOPE of Gunnison Valley

P.O. Box 1812, Gunnison CO 81230 | 970.641.2712 | www.hope4gv.org

A tax exempt 501c3 nonprofit organization providing free confidential safety needs and direct advocacy services to individuals whose lives have been affected by domestic violence, sexual assault, and/or human trafficking.

2025 Board of Directors

Name: Malia Jones
Title: Board President
Occupation: Crested Butte Arts Center, Special Events Director
Residence: Crested Butte, CO
Term: April 2023 – April 2026

Name: Chris Zacher
Title: Vice President
Occupation: Finance and Accounting
Residence: Crested Butte South, CO
Term: June 2024 – resigned September 2025

Name: Rebecca Gagne
Title: Board Treasurer
Occupation: Town of Mt Crested Butte, Events Coordinator; bookkeeper
Residence: Gunnison, CO
Term: November 2024 – November 2027

Name: Maddie Thomas
Title: Board Secretary
Occupation: previously Mt CB Police; currently insurance sales
Residence: Almont, CO
Term: August 2025 – August 2028

Name: Kathy Norgard
Title: Board Member
Occupation: Retired Licensed Psychologist
Residence: Crested Butte South, CO
Term: March 2024 – March 2027

Name: Tracy Adamczyk
Title: Board Member
Occupation: Retired Financial Planner
Residence: Crested Butte South, CO
Term: March 2025 – March 2028

Please note:
Board member addresses are kept strictly confidential due to the nature of our work and potential exposure to violent offenders. Email and cell phone contact information can be provided upon request.

Each board member serves 5 volunteer hours per week on average

- Pete Rowland (retired college professor of Psychology and Political Science) from Crested Butte is interested in being on our board and the board is currently speaking with him and will vote on his addition this month. 10/15/2025

					2025 Approved Budget	
Ordinary Income/Expense						
	Income				2025	
		4100 · Donations				
			4105 · Event donations		150,000.00	SWM
			4100 · Donations - Other		40,000.00	
		Total 4100 · Donations			190,000.00	
		4400 · Private Sector Grants				
			4500 · Foundation Grants			
				4510 · El Pomar	1,000.00	
				4520 · CFGV	6,000.00	
				4521 · AV Hunter Trust	30,000.00	
				4536 · CO Housing & Finance Authority		applied
				CAR Foundation	15,000.00	
				Gunnison Rotary	1,000.00	
				4570 · Anschutz Family Foundation	6,000.00	
				4575 · Rocky Mountain Health Foundatio	11,000.00	
			Total 4500 · Foundation Grants		70,000.00	
		Total 4400 · Private Sector Grants			70,000.00	
		44500 · Government Grants				
			4310 · City and County Grants			
				4312 · City of Gunnison	2,000.00	
				4313 · Town of Crested Butte	4,500.00	
				4314 · Gunnison County	10,500.00	
				4319 - Mt. Crested Butte	5,250.00	
				4320 · Mt. Crested Butte Tax Grant	38,173.00	
			Total 4310 · City and County Grants		60,423.00	
			44520 · Federal Grants			
				4332 · VOCA	130,820.00	
				4336 · OVW	249,194.10	
			Total 44520 · Federal Grants		380,014.10	
			44540 · State Grants			
				4324 · DVP	91,221.00	
				4325 · FVJF	4,687.00	
				44540 · DOLA Infrastructure Grant		spending down
			Total 44540 · State Grants		95,908.00	
		Total 44500 · Government Grants			536,345.10	
	Total Income				796,345.10	
Gross Profit					796,345.10	
	Expense					
		6100 · Client Assistance				
			6105 · Transportation/Relocation		3,200.00	

			6110 · Client Rent/Housing		27,500.00	
			6115 · Client Utilities		2,200.00	
			6116 · Transitional Housing		47,800.00	
			6120 · Support Group		1,700.00	
			6121 · Legal Counsel		5,200.00	
			6122 · Childcare			
			6125 · Client Needs		5,200.00	
			6135 · Emergency Assistance			
				6136 · Food	2,300.00	
				6137 · Shelter	35,700.00	
			Total 6135 · Emergency Assistance		38,000.00	
			6355 · Crisis Line		1,000.00	
			6356 · Mobile Advocacy Phone		950.00	
			6840 · Regular Counseling		16,160.00	
		Total 6100 · Client Assistance			148,910.00	
		6200 · Insurance				
			6205 · Workers Comp		2,350.00	
			6210 · D & O Liability		1,900.00	
			6215 · General Liability		3,510.00	
			6225 · Surety Bond		134	
		Total 6200 · Insurance			7,894.00	
		6300 · General Office Expenses				
			6305 · Outreach		12,000.00	
			6307 - SART/DVRT		5,500.00	
			6310 · Rent		30,800.00	
			6315 · Utilities			
				6316 · Utilities	3,700.00	
				6317 · Phone/Internet	6,200.00	
			Total 6315 · Utilities		9,900.00	
			6320 · Office Equipment		2,000.00	
			6325 · Office Supplies		6,900.00	
			6330 · Postage and Shipping		400	
			6335 · Printing and Copying		1,000.00	
			6350 · Mileage		800	
			6360 · Staff & Volunteer Appreciation		3,000.00	
			6365 · Building Maintenance			
				6366 · Cleaning	3,800.00	
				6365 · Building Maintenance - Other		
			Total 6365 · Building Maintenance		3,800.00	
			6370 · Licenses/Fees/Subscriptions		6,700.00	
			6375 · Memberships and Dues		2,850.00	
			6380 · Advertising		2,000.00	

			6390 · Conferences and Training		5,600.00	
			6395 · Vehicle		6,200.00	
		Total 6300 · General Office Expenses			99,450.00	
		6400 · Payroll Expenses				
			6405 · Executive Director		72,798.96	
			6406 · Community Engagement.		37,856.00	
			6410 · Director of Operations		46,592.00	
			6415 · Advocacy Director		49,504.00	
			6421 · Bilingual Advocate 1		40,768.00	
			6423 · Bilingual Advocate 2		25,856.00	
			6424 · Program Advocate 1		37,856.00	
			6430 · Crisis Line		14,000.00	
			6435 · Payroll Taxes		21,040.00	
			6440 · Bonus		7,000.00	
			6641 · Benefit stipend		24,120.00	
			6642 · Staff counseling		3,360.00	
		Total 6400 · Payroll Expenses			380,750.96	
		6500 · Professional Fees				
			6510 · Bookkeeping/Accounting		21,000.00	
			6515 · Review and Taxes		14,500.00	
		Total 6500 · Professional Fees			35,500.00	
		6600 · Travel				
			6605 · Hotel		12,000.00	
			6610 · Meals		1,500.00	
			6615 · Mileage		700	
			6955 · Airfare		1,000.00	
		Total 6600 · Travel			15,200.00	
		6700 · Fundraising Expenses				
			6705 · Food and entertainment		25,500.00	
			6710 · Venue and equipment rentals		19,063.00	
			6715 · Marketing and supplies		13,000.00	
		Total 6700 · Fundraising Expenses			57,563.00	
		6820 · Subcontractors				
			6840 - HHS		10,235.68	
			6830 · GCSAPP/Juvenile Services		13,682.80	
			6820 · Mentors		18,096.00	
		Total 6820 · Subcontractors			42,014.48	
	Total Expense				787,282.44	
Net Ordinary Income					9,062.66	
Other Income						
	4750 · Interest Income				36	

Total Other Income					36	
Net Other Income					36	
					9,098.66	

* DV budget is 80% of overall budget or $629,825.95, based on 2024 statistics

    * DV expenses are 80% of listings

* SA budget is 16% of overall budget or $125,965.19, based on 2024 statistics

    * SA expenses are 16% of listings

* Human Trafficking and Stalking are 4% of the overall budget or $31,491.30, based on 2024 statistics

    * HT and Stalking expenses are 4% of listings

PROJECT HOPE OF GUNNISON VALLEY

FINANCIAL STATEMENTS WITH
INDEPENDENT AUDITOR'S REPORT

DECEMEBER 31, 2024

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NOTES TO FINANCIAL STATEMENTS	8

WATSON COON RYAN
CERTIFIED PUBLIC ACCOUNTANTS

6025 South Quebec Street, Suite 260
Centennial, Colorado 80111
303-792-3020 (o) | 303-232-7237 (f)
www.wcrcpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Project Hope of Gunnison Valley
Gunnison, Colorado

Opinion

We have audited the financial statements of Project Hope of Gunnison Valley, which comprise the statement of financial position as of December 31, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Project Hope of Gunnison Valley as of December 31, 2024, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Project Hope of Gunnison Valley and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The financial statements of Project Hope of Gunnison Valley for the year ended December 31, 2023, which are presented for comparative purposes, were audited by other auditors whose report dated December 9, 2024, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Project Hope of Gunnison Valley's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Project Hope of Gunnison Valley's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Project Hope of Gunnison Valley's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Watson Coon Ryan, LLC

WATSON COON RYAN, LLC
Centennial, Colorado
July 14, 2025

Project Hope of Gunnison Valley
Statements of Financial Position
December 31, 2024 and 2023

	2024	2023
ASSETS		
Cash and cash equivalents	$ 541,582	$ 337,464
Grants Receivable	148,066	131,538
Operating lease right-of-use asset	67,885	94,364
Financing lease right-of-use asset	10,478	-
Total assets	$ 768,011	$ 563,366
LIABILITIES		
Accounts payable	$ -	$ 2,146
Accrued payroll	14,207	15,512
Right of use lease liability	71,485	97,564
Financing lease obligation	10,478	1,637
Deferred revenue	51,900	-
Total liabilities	148,070	116,859
NET ASSETS		
Net assets without donor restrictions	619,941	446,507
Total net assets	619,941	446,507
Total liabilities and net assets	$ 768,011	$ 563,366

The accompanying notes are an integral part of the financial statements.

Project Hope of Gunnison Valley
Statements of Activities
For the years ended December 31, 2024 and 2023

	2024			2023		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND OTHER SUPPORT						
Government grants	$ 604,337	$ -	$ 604,337	$ 494,011	$ -	$ 494,011
Foundations	59,000	-	59,000	41,500	-	41,500
Contributions	114,215	-	114,215	39,688	-	39,688
Special event	113,469	-	113,469	104,170	-	104,170
Total revenue and other support	891,021	-	891,021	679,369	-	679,369
EXPENSES						
Program services	555,088	-	555,088	444,178	-	444,178
Supporting services						
General and administrative	113,768	-	113,768	72,998	-	72,998
Fundraising	48,731	-	48,731	41,780	-	41,780
Total supporting services expenses	162,499	-	162,499	114,778	-	114,778
Total expenses	717,587	-	717,587	558,956	-	558,956
CHANGE IN NET ASSETS	173,434	-	173,434	120,413	-	120,413
NET ASSETS, beginning of year	446,507	-	446,507	326,094	-	326,094
NET ASSETS, end of year	$ 619,941	$ -	$ 619,941	$ 446,507	$ -	$ 446,507

The accompanying notes are an integral part of the financial statements.

Project Hope of Gunnison Valley
Statements of Functional Expenses
For the year ended December 31, 2024

	Program Services	General and Administrative	Fundraising	Total
Salaries	$ 291,786	$ 34,328	$ 17,164	$ 343,278
Client assistance	157,772	-	-	157,772
Operating expense	19,310	30,883	900	51,093
Professional fees	24,997	17,936	-	42,933
Occupancy expense	35,173	4,138	2,069	41,380
Event expense	-	-	28,598	28,598
Travel	14,437	-	-	14,437
Bad debt expense	-	11,744	-	11,744
Outreach	11,613	-	-	11,613
Insurance	-	8,396	-	8,396
Staff and volunteer appreciation	-	6,343	-	6,343
Total expenses by function	$ 555,088	$ 113,768	$ 48,731	$ 717,587

The accompanying notes are an integral part of the financial statements.

Project Hope of Gunnison Valley
Statements of Functional Expenses
For the year ended December 31, 2023

	Program Services	General and Administrative	Fundraising	Total
Salaries	$ 224,996	$ 26,470	$ 13,235	$ 264,701
Client assistance	130,935	-	-	130,935
Operating expense	10,684	17,086	497	28,267
Professional fees	17,285	12,403	-	29,688
Occupancy expense	32,944	3,875	1,938	38,757
Event expense	-	-	24,587	24,587
Travel	19,103	-	-	19,103
Outreach	5,184	-	-	5,184
Insurance	-	6,407	-	6,407
Staff and volunteer appreciation	-	5,234	-	5,234
Depreciation	3,047	1,523	1,523	6,093
Total expenses by function	$ 444,178	$ 72,998	$ 41,780	$ 558,956

The accompanying notes are an integral part of the financial statements.

Project Hope of Gunnison Valley
Statements of Cash Flows
For the years ended December 31, 2024 and 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 173,434	$ 120,413
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	-	6,093
Amortization of right of use assets	26,479	25,120
Loss on uncollectable grant expense	11,744	-
Changes in operating assets and liabilities:		
Grants receivable	(28,272)	(57,446)
Accounts payable	(2,146)	225
Accrued payroll liabilities	(1,305)	(10,429)
Change in operating lease assets and liabilities	(26,079)	(23,520)
Deferred revenue	51,900	-
Net cash provided by operating activities	205,755	60,456
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments on financing lease obligation	(1,637)	(4,759)
Net cash used in financing activities	(1,637)	(4,759)
Net increase in cash and cash equivalents	204,118	55,697
Cash and cash equivalents, beginning of year	337,464	281,767
Cash and cash equivalents, end of year	$ 541,582	$ 337,464
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ -	$ 255
SUPPLEMENTAL DISCLOSURE OF NON-CASH FINANCIAL ACTIVITY		
Lease liabilities arising from obtaining right of use assets	$ 10,478	$ -

The accompanying notes are an integral part of the financial statements.

NOTE 1 - NATURE OF ACTIVITIES

Project Hope of Gunnison Valley (The Organization) is a non-profit organization formed under Section 501(c) (3) of the internal revenue code. The Organization was created to improve the quality of life for the Gunnison County community by working towards ending intimate partner violence and sexual violence. To accomplish this mission, Project Hope will provide support services to victims and promote community awareness through outreach and education. Project Hope of Gunnison Valley provides services which include but are not limited to: 24-hour crisis response; emergency safe shelter, individual/group advocacy, emergency transportation, food and clothing, community outreach/ education, access to mental health services, peer support groups, and advocacy /volunteer training. Individual advocacy includes such services as assistance in filing and modifying protection orders, divorce and custody paperwork, and court accompaniment. Project Hope receives referrals from a variety of agencies which include, but are not limited to Multicultural Resource Office, Department of Health and Human Services, Center of Mental Health, Gunnison Valley Hospital, and local law enforcement agencies of Gunnison Hinsdale counties. The Organization is primarily supported by government grants, special events, and foundations.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES

Cash and Cash Equivalents

The Organization considers all cash and highly liquid financial instruments with original maturities of three months or less, which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents.

Grants Receivable

Grants and contributions receivable represent unconditional promises to give that are expected to be collected within one year and are reported at net realizable value. Unconditional gifts expected to be collected in future years are initially reported at fair value determined using the discounted present value of estimated future cash flows technique. The present value techniques utilize risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset.

The Organization determines the allowance for uncollectable grants and contributions receivable based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. At December 31, 2024 and 2023 $11,744 and $0 were written off as uncollectible grant expense, respectively.

Property and Equipment, Net

The Organization follows the practice of capitalizing all expenditures for furniture and equipment in excess of $2,500. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from three to five years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any resulting gain or loss is included in the statements of activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an

impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the years ended December 31, 2024, and 2023.

Right of Use Leased Assets and Liabilities

Right to use (ROU) leased assets and the related liabilities are recognized at the lease commencement date and represent the Organization's right to use an underlying asset and lease obligations for the lease term. Right to use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right to use leased assets are amortized over the shorter of the lease term or the useful life of the underlying asset using the straight-line method. The amortization period varies among the leases.

The Organization elected the available practical expedients to account for its existing capital leases and operating leases as finance leases and operating leases, respectively, under the new guidance, without reassessing (a) whether the contracts contain leases under the new standard, (b) whether classification of capital leases or operating leases would be different in accordance with the new guidance, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in the new guidance at lease commencement. The Organization also elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

> *Net assets without donor restrictions*: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Organization's management and board of directors.
>
> *Net Assets With Donor Restrictions* – Net assets subject to donor (or certain grantor) restrictions. Some donor (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Organization reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. The Organization reports conditional contributions restricted by donors as increases in net assets without donor restrictions if the restrictions and conditions expire simultaneously in the reporting period

Revenue and Revenue Recognition

The Organization recognizes contributions when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

As of December 31, 2024 and 2023, there were $51,900 and $0, respectively of conditional contributions that have not been recognized in the accompanying statement of activities because the conditions on which they depend had not yet been met.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position. The Organization received cost-reimbursable grants of approximately $616,148 and $1,020,648 that have not been recognized at December 31, 2024 and 2023, respectively, because qualifying expenditures have not yet been incurred.

Special events revenue is comprised of an exchange element based upon the direct benefits donors receive and a contribution element for the difference. The Organization recognizes special events revenue equal to the fair value of direct benefits to donors when the special event takes place. The Organization recognizes the contribution element of special event revenue immediately, unless there is a right of return if the special event does not take place.

Contributed Nonfinancial Assets

Contributed nonfinancial assets include donated professional services, donated equipment, and other in-kind contributions which are recorded at the respective fair values of the goods or services received. The Organization does not sell donated gifts-in-kind. In addition to contributed nonfinancial assets, volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. No significant contributions of such goods or services were received during the years ended December 31, 2024 and 2023, respectively

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Salaries and benefits are allocated on a time and effort basis. All other expenses are charged directly to the program or functional area benefited.

Advertising and Promotion

Advertising and promotion costs are expensed as incurred and approximated $513 and $2,058 during the years ended December 31, 2024 and 2023, respectively.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Organization is organized as a Colorado nonprofit corporations and have been recognized by the IRS as exempt from federal income taxes under IRC Section 501(a) as organizations described in IRC Section 501(c)(3), qualify for the charitable contribution deduction, and have been determined not to be private foundations. Each entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the entities are subject to income tax on net income that is derived from business activities that are unrelated to their exempt purposes. The Organization determined that each entity is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Reclassifications

Certain reclassification of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed by the Organization to be creditworthy. Insured accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. From time to time the Organization has amounts in excess of FDIC insurance limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable and promises to give are limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from Board members, governmental agencies, and foundations supportive of the Organization's mission.

NOTE 3 - AVAILABILITY AND LIQUIDITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following as of December 31, 2024 and 2023:

	2024	2023
Cash and cash equivalents	$ 541,582	$ 337,464
Grants receivable	148,066	131,538
Total financial assets available for general expenditure	$ 689,648	$ 469,002

The Organization's goal is generally to maintain financial assets to meet three months of cash operating expenses. Management considers donor restricted contributions that will be used within one year as part of ordinary operations, as being available for general expenditures.

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment consists of $13,708 of vehicles, which were fully depreciated as of December 31, 2024 and 2023. Depreciation expense for the years ended December 31, 2024 and 2023 was $0 and $6,093, respectively.

NOTE 5 - RIGHT TO USE LEASED ASSET AND OBLIGATION

The Organization leases certain transitional housing rental facilities and vehicles at various terms under long-term non-cancelable operating lease and finance lease agreements. The leases expire at various dates through 2027 and provide for renewal options. During the year ended December 31, 2024, the Organization recorded amortization of the right of use asset in the amount of $26,478 and $3,302 for operating and finance lease, respectively.

The weighted-average discount rate is based on the discount rate implicit in the lease. The Organization has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The Organization has applied the risk-free rate option to the building and office equipment classes of assets. The operating lease ROU asset also includes any lease payments made and excludes lease incentives. The Organization's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Organization will exercise that option.

The following summarizes the weighted-average remaining lease term and weight-average discount rate:

	2024	2023
Weighted-average remaining lease term in years		
Operating leases	2.33	3.33
Finance leases	2.33	0.33

Weighted-average discount rate	2024	2023
Operating leases	5.50%	5.50%
Finance leases	3.72%	3.72%

The future minimum lease payments under noncancelable operating and finance leases with terms greater than one year are listed below as of December 31, 2024:

Year	Operating	Financing
2025	$ 32,000	$ 4,862
2026	32,200	4,862
2027	11,200	1,215
Total	76,400	10,939
Less interest	(4,915)	(461)
Present value of minimum lease payments	$ 71,485	$ 10,478

NOTE 6 – CONCENTRATIONS AND CONTINGENCIES

The Organization received about 56% of its revenue from two funders. The Organization is dependent on this funding to deliver services at its current level.

The current economic environment and executive orders signed by the President subsequent to the year-end presents significant challenges and uncertainty in terms of sustaining federal funding which could have an adverse impact to the Organization's operations. While the Organization has instituted measures to preserve cash and secure additional financing, these circumstances create uncertainties over future operating results and cash flows.

NOTE 7 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through the date of the independent auditor's report, which is the date the financial statements were available to be issued.

PROJECT HOPE
of Gunnison Valley | SEXUAL ASSAULT | DOMESTIC VIOLENCE | HUMAN TRAFFICKING

STATE OF PROJECT HOPE | 2024

OUR MISSION

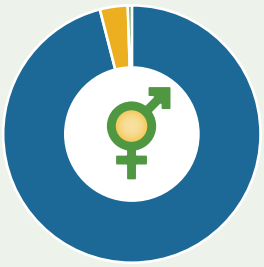
The mission of Project Hope of Gunnison Valley is to support, educate and provide confidential advocacy to individuals affected by domestic violence, sexual assault, stalking and/or human trafficking.

IN 2024, WE HELPED VICTIMS OF:

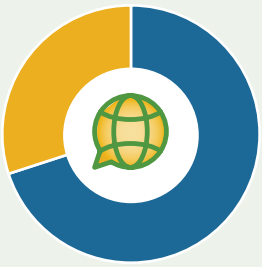
- Domestic Violence (133)
- Sexual Assault (26)
- Other - Human Trafficking and Stalking (8)

167
Total Clients Supported

WHO WE SERVE

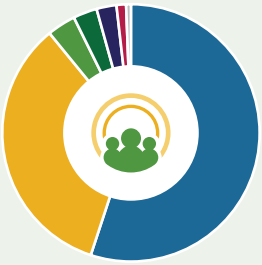


GENDER
- Female (96%)
- Male (3.5%)
- Other (.5%)



LANGUAGE
- English (70.06%)
- Spanish (29.94%)

AGE
- 17 and under (4.79%)
- 18-24 (15.57%)
- 25-59 (76.05%)
- 60+ (3.59%)



ETHNICITY
- White (55.09%)
- Hispanic (34.13%)
- Multiple (1.2%)
- PI/NH (2.4%)
- Black (0.6%)
- Asian (2.99%)
- Other (3.59%)

Mara's Story*

After enduring years of physical and mental abuse in her home, Mara reached out to her neighbor who suggested she call Project Hope. Mara called the following day and met with an advocate while her husband was at work. The advocate reassured Mara and assisted her in formulating a safety plan. Mara wasn't ready to leave, but now she had a plan incase things got worse.

The following week, Mara again called Project Hope. Things had worsened and she was now ready to leave with her 3 young children. Advocates were able to provide emergency shelter, enrolled her at the food pantry, and connected her with other supports that she needed.

Over time, Mara regained confidence, found stable housing, and began to heal. She was connected with a therapist and through those sessions along with the advocates' support, Mara began to rebuild her family in a safe environment.

*Names and details have been changed for confidentiality.

PROJECT HOPE
of Gunnison Valley | SEXUAL ASSAULT | DOMESTIC VIOLENCE | HUMAN TRAFFICKING

STATE OF PROJECT HOPE | 2024

DURING 2024, WE PROVIDED:

471 crisis line calls

241 nights of emergency shelter

342 therapy sessions

502 nights of transitional housing

More than **$151,000** in financial assistance granted to **167 clients** in these areas:

Financial assistance can be crucial for survivors to be **safe**, **heal**, and establish **self-sufficiency**.
Thank you for supporting their journeys.

COMMUNITY OUTREACH

Types of Events

- Community awareness (49.3%)
- Community education (26.29%)
- Youth engagement (24.4%)

1,147
Volunteer Hours

29
Outreach Events

Project Hope hosted our third **Stand With Me** fundraising and awareness luncheon this September. The event was a tremendous success, raising over $110,000 and reaching more than 250 community members. Thank you to all who made the event possible, attended, and donated!

Project Hope provided our eighth annual **Gift of Hope** holiday drive. This much anticipated opportunity continues to grow annually. This year donors generously adopted 28 families in need during the holiday season. A special thank you to all who donated!

FINANCES

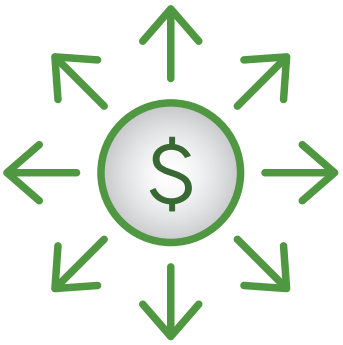
Funding Allocation

- Programming (53.49%)
- Administration (32.7%)
- Fundraising (13.81%)

Funding Sources

- Federal grants (49.06%)
- Individual fundraising (25.99%)
- State grants (18.83%)
- Private foundations (4.24%)
- Local grants (1.89%)

Expenses:
$685,533.61



Revenue:
$873,302.32

THANK YOU TO OUR DONORS

State & Federal Grants

Domestic Violence Program
Office on Violence Against Women
Victims of Crime Act
Family Violence Justice Fund
DOLA NPI Grant

Advocate ($10,000)

A.V. Hunter Trust
Gunnison County
Rocky Mountain Health Foundation
Carol Ann May
Gunnison Masonic Lodge
Anonymous Donors
Funk Family Philanthropic Fund
Hal and Rosalind Cook
The Okelley Hemminghaus Foundation

Empower ($5,000)

Community Foundation of Gunnison Valley
Bill & Lenni Burke Family Fund
Cheree Hamblen
Julie Butler McNeill
Colorado Housing & Finance Authority
The Clark Family Fund
Mary and Jack Blake
The Seifert Family Foundation

Liberate ($2,000)

Anne and Katherine Hausler
JP CO PEO Sisterhood
The Good Samaritan Episcopal Church
Crested Butte Resort Real Estate LLC
Gunnison Valley Health Foundation
City of Gunnison
Town of Crested Butte
Janet Lucas ~ Boom-a-rang
Joan Moore
Melissa Humphreys McFeron
Steve Bolton & Bob Valentine
Decorate CB, Higher Hooves & the Woodruffs
The Jones Family
Maggie Dethloff & Molly Eldridge
MBV Fund
The Thrifty Hippy

Uplift ($1,000)

All Saints in the Mountains Episcopal Church
Blake Hawk Family
Bluebird Charitable Fund
Bonnie & Crockett Farnell
Carolyn Blanchard
Cary & Cindy Iverson
Crested Butte Family Dental
Heather Kearney
Jamie Lange
John & Marcia Viets
LIV Sotheby's International Realty
Michael Weil Custom Homes
Western Colorado University
David & Patricia Sleightholm
Eileen DuPre
GRIT
Gunnison SDA Church
Hemminghaus Family Fund
Hugh Pitcher
Janna Blanchard
John & Joanne Hare
Ken & Tracy Keeler
Kendyl Butler-Truettner
MacAllister Foundation
Margery Feldberg
Michael Sampliner
Mike & Stacey Shafer Charitable Fund
Sean & Kami Dockery
Stephanie Seymour

Inspire ($500)

Alan & Pam Montgomery
AJ Alt
Anne Brazeau Hausler
Bonnie Priest
Carole Schaefer
Chris Zacher
City Market/Kroger Rewards
Connie Rehberg
Crested Butte Electrical INC
Daniella Runge
Darcie Perkins
The Dogwood
Interior Visions
Jim Thomas Construction LLC
Montanya Distillers
Mountain Colors Paint Contracting
Sheila Salem Charitable Fund
Townie Books
Debby McQueen
Deborah Brown
Donna Walker
Duncanson Family Foundation Inc
Erin & John Kiltz
Heidi & Doug Duryea
Kathleen Turner
Keep it Green Landscape Design
Kerry Young
Leslie Sprogue Morley
Lisa Butero
MJ Vosburg
Nathan Jennings
Randy Felix
SGM Inc
Sue Oates
Virginia Walton
Zen for Business

Support ($250)

Anita Barnes
Bonnie Brown
Beth Hise
Gabi Prochaska
Katherine Meyer
Kathy Barnhart
Off Center Designs
Chris Garren ~ Old Town Inn
Debbie Hurwitz
Denise Scott
Diana Wickenhauser
Diane Markowitz
Hali Kathryn Frasure
Jim Browder
James MacCallister
Jeff & Ellen Stotler
Jill Wolfson
Kathy Norgard
Kerry & Kathy Rice
Kirby Kuklenski
Lauren Lange
Teri Pratt
Tina Brudzinski

THANK YOU TO OUR DONORS

Supporter ($100)

Allison Butcher
Amy Savin
Barb Johnson
Barbara White
Beth Buehler
CB Power Yoga
Bryan Smith & Nancy Lakiotes
Brenda Freeburn
Cindy Grogg
Cindy Petito
Colette Kraatz
Deborah Saunders
Diana Graves
Give Lively
Gail Mancuso
Gail Frank Sierra Foreman
Erik & Melinda Hulm
Erin Moeller
Emily Leclair
Eileen Hughes
Hap & Narcissa Channell
Jennifer Bickford
Jeff & Meg Brethauer
Hunter Lee Blevins
Jessica Wurtz
Joelle Ashley
Joyce Kroft
Judy Tiffin
Kathleen McDaniel
Kelly McCormick
Laua Ramsey
Laura Magnetti
Laura Puckett Daniels
Lyle Hagelberg
Martha Walton
Meg Erickson
Mariska Koekemoer
Molly Minneman
Nikki Pulitzer
Patrice Streicher
Patricia Harrington
Rachael Miller
Robert & Lisa Rodman
Rock 'N Roots Farm
Roselyn Schuster
Sandra McNamara
Senthi Chandran
Susan Miclette
T-Bar International Teahouse
The Community Church
William & Carol Bennett
Vicki Unger
Wanda Dufrene

Allies

Shayna Bannister
Susan Beltz
Thayer Hubbard
Wendy Johnson
Yazmin Molina
Victoria & Paul Washburn
Katie & Ethan Mueller
Marilyn Cheever
Michael Bell
Molly Holsteen
Nancy Dolezal
Nazareno Rapagnani
Rick Blanco
Alyssa Leinweber
Amanda Skaja
Chris Read
Colorado Gives Foundation
Pledge Foundation
Fabrianna Ayala
Grace Thurlow
Hope Bradford
James & Jennifer Golden
Jane Thomas
Jenny Schuster
Jeri Houstoun
Jesse Ebner
Julie Bremer

STAFF & VOLUNTEERS

Board of Directors

Malia Jones, President
Chris Zacher, Vice-President
Fabrianna Ayala, Treasurer
Yazmin Molina, Secretary
Kathy Norgard, Board Member
Rebecca Gagne, Board Member
Hope Bradford, Board Member

Staff

Amy Kirschbaum, Executive Director
Marisela Ballesteros, Director of Operations
Sierra Foreman, Director of Community Engagement
Katie Thomas, Advocacy Director
Aja Bazin-Schmutz, Program Advocate
Maria Perez, Bilingual Advocate
Gissely Rodriguez, Bilingual Advocate

Volunteers

Rylee Soto
Olivia Davis
Finna Jacobson
Triston Ortiz
Jessica Wurtz

Learn More at hope4gv.org >

Project Hope of Gunnison Valley

Statement of Activity

December 1, 2024 - October 20, 2025

	TOTAL
Revenue	
Local Government Grants	
Gunnison County	10,500.00
Total Local Government Grants	**10,500.00**
Total Revenue	**$10,500.00**
GROSS PROFIT	**$10,500.00**
Expenditures	
Legal & Professional Services	
Audits, Reviews + Tax Preparation	2,000.00
Total Legal & Professional Services	**2,000.00**
Operating Expenses	
SART/DVRT	2,878.05
Total Operating Expenses	**2,878.05**
Outreach	449.32
Wages + Salaries	
Advocacy Director Pay	429.81
Bilingual Advocate #1 Pay	294.46
Community Engagement Pay	3,558.84
Director of Operations	230.16
Executive Director Pay	179.58
Program Advocate Pay	346.02
Total Wages + Salaries	**5,038.87**
Total Expenditures	**$10,366.24**
NET OPERATING REVENUE	**$133.76**
NET REVENUE	**$133.76**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Safe Ride of Gunnison, Inc.;

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see attached.

Fiscal Impact: 4000

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/12/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

COUNTY AID AGREEMENT

Project Title: SAFE RIDE OF GUNNISON, INC.

Award Period: **JANUARY 1, 2026 TO DECEMBER 31, 2026**

Award: $4,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Safe Ride of Gunnison, Inc.**
56 Willow Trail
Gunnison, Colorado 81230
Contact Name: **Rob Whiting**
Telephone: (970) 596-8639
Email: whitingrobert29@gmail.com

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Four Thousand and No/100 U.S. dollars (**$4,000**) (the

"Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Finance Department Lupita Halligan 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email lhalligan@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Safe Ride of Gunnison, Inc. 56 Willow Trail Gunnison, Colorado 81230 Rob Whiting (970) 596-8639 Email: whitingrobert29@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This 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 of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2026.

RECIPIENT: SAFE RIDE OF GUNNISON, INC.

Signature: _____

Name: ROBERT WHITING

Title: DIRECTOR

Date: 2/3/26

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____

Matthew Birnie
County Manager

Date: _____

Community Based Organization 2026
Charges for Service Application

Organization Information	
Organization Name:	Safe Ride of Gunnison, Inc.
Address 1:	56 Willow Trail
Address 2:	
City:	Gunnison
State:	Colorado Zip: 81230
Telephone Number:	970-596-8639
Email Address:	whitingrobert29@gmail.com
Contact Person(s):	Robert Whiting

Guidelines

Please attach the following documents to this application:

A) Names and addresses of all Board members including designation of officers

B) Budget detail for 2025 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

C) 2025 Funding Report

D) Copy of most recent audited/reviewed financial statements

Submit completed application to:

Electronic Submittal:
Adobe PDF Format
Lupita Halligan, Senior Accountant
LHalligan@gunnisoncounty.org

Mailed Submittal:
Gunnison County Finance
Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

****SUBMITTAL DEADLINE: OCTOBER 24, 2025****

1. What is the amount of County funds requested? Please keep your request below $12,000.

$4,000

2. Provide specific information regarding what the County funds will be used for.

All funding for Safe Ride will go directly to Safe Ride expenses, incluing Vehicle expenses, (fuel, licensing, maintanance, insurance, phone service, taxes, and driver stipends.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

Safe Ride will operate three night each week over the entire year. Service hours will be from 8:00pm until after 2:00am on Wednesday, Friday and Saturday. Our service area is the greater limits of the City of Gunnison. Riders can get a free ride by calling our cell number. There are no restrictions on who may ride; it is open to locals as well as visitors. We will also offer service on some holidays in which alcohol consumption may be higher such as St. Patricks Day, the 4th of July, Halloween and Cattlemen's Days on Thursday.

There is no city or county service similar to this, and there is no private point to point ride service in Gunnison. We provide something that is needed in Gunnison, that is a ride home when people have been consuming alcohol or using marijuana. We also provide free rides to those that do not have their own transportation; this is important or our cold nights in hte winter. This makes our streets safer because we help to prevent drinking and driving or drugs and dring.

2025 **Funding Recipient Project Report**

Recipient Information

Name of Funding Recipient: Safe Ride of Gunnison, Inc

Dollar Value of County Funds Awarded: $3,000

Funding Recipient's Total 2025 Annual Budget: $23,011

Funding Summary

Other Funding Sources (please list source names and amounts received):

Western University Student Government	$9,000
City of Gunnison	$8,000
Gunnison County	$3,000
City Market Rewards Program	$ 500
Misc Donations	$2,500
Gunnison Courts	$ 750

Percentage of Annual Budget funded by the other funding sources listed above: 100% with county funding, approximately $80% excluding County funding.

How the County funds were spent:

All County funding was used directly for the operating costs of Safe Ride. This includes phone costs, vehicle maintenance, fuel, insurance, licensing, taxes, and driver stipends.

Results Summary
Number of clients assisted during the funding year: Safe Ride provided approximately 12,000 free rides in 2025. This was during our regular three nights each week for 52 weeks.
Customer results achieved via the County funds: All of the County funding was used to provide rides for customers. This included phone service, vehicle licensing, insurance, fuel, taxes, and maintenance as well as driver stipends.
How your customer results were measured: We base our ridership on a baseline of 75 rides each night, although some nights we provide fewer rides, we usually find that we lean toward 100 riders per night at this time.

Submit this report by January 31, 2026 to the below contact. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Finance
Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

Email: lhalligan@gunnisoncounty.org

Safe Ride Budget 2025
Based on 2024 Budget

Expenses		**Income**	
Insurance	$5,091	City Market Rewards	$ 500
Fuel	4,000	Donations	2,500
Phone	420	City of Gunnison	8,000
Driver Stipends	14,000	Gunnison County	4,000
IRS/Taxes	2,500	WCU Student Government	9,000
		Gunnison Court	500
Totals	**$26,011**		**$24,500**

SAFE RIDE BOARD

Robert Whiting
Director
whitingrobert29@gmail.com
56 Willow Trail
Gunnison, CO 81230

Gary Pierson
WCU representative
gpierson@western.edu
5 Western Way
Gunnison, CO 81231

Adam McKee
Driver Representative
970-209-4389

Western Colorado University student government representative
To be determined yearly

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Second Amendment to Agreement Regarding Assisted L

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is a second amendment to an existing Assisted Living Agreement with GVH to extend the agreement for another five years

Fiscal Impact: $20,000

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 2/6/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/9/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/9/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

SECOND AMENDMENT TO AGREEMENT REGARDING ASSISTED LIVING GUNNISON LIVING COMMUNITY

On April 16, 2019, the Board of County Commissioners of the County of Gunnison, Colorado, 200 East Virginia Avenue, Gunnison, Colorado 81230, and the Board of Trustees of the Gunnison Valley Hospital, 711 North Taylor Street, Gunnison, Colorado 81230, (collectively "Parties"), entered into an Agreement Regarding Assisted Living Gunnison Living Communities ("Agreement"). On September 26, 2019, the Parties entered into an amendment to the Agreement, which extended the Agreement to October 31, 2025.

NOW, THEREFORE, IN COSIDERATION OF THE MUTUAL COVENANTS AND CONSIDERATION HEREIN AND CONTAINED IN THE AGREEMENT, and pursuant to Paragraph 11(b) of the Agreement, the Parties enter into this Second Amendment to the Agreement Regarding Assisted Living Gunnison Living Communities ("Amendment") to extend the Agreement for an additional five (5) years. This Amendment amends Paragraph 1 of the Agreement by replacing Paragraph 1 entirely with the following:

1. TERM.

This Agreement shall expire on October 31, 2030, unless sooner terminated or replaced as mutually agreed by the Parties.

All remaining provisions of the Agreement and prior amendment remain the same.

This Amendment is effective October 31, 2025.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers or representatives to be effective as of the date written above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

BOARD OF TRUSTEES OF THE
GUNNISON VALLEY HOSPITAL

By: _____
Chairperson

ATTEST:

_____
Secretary

AMENDMENT TO AGREEMENT REGARDING ASSISTED LIVING
GUNNISON LIVING COMMUNITY

THIS AMENDMENT TO THE AGREEMENT REGARDING ASSISTED LIVING GUNNISON LIVING COMMUNITY ("Agreement"), made effective this 26th day of SEPTEMBER, 2019, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, 200 East Virginia Avenue, Gunnison, CO 81230 ("BOCC"), and the Board of Trustees of the Gunnison Valley Hospital, 711 North Taylor, Gunnison, Colorado 81230 ("Board of Trustees"), (hereinafter collectively the "Parties") and is pursuant to Paragraph 11(b) of the Agreement.

Except as expressly set forth herein, all other terms of the Agreement shall remain the same.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONSIDERATION HEREIN AND CONTAINED IN THE AGREEMENT, the Parties agree to amend the Agreement as follows:

1. TERM.

This Agreement shall expire on October 31, 2025, unless sooner terminated or replaced as mutually agreed by the parties.

3. ASSISTED LIVING MORTGAGE AND LEASE.

The Parties agree that the Board of Trustees, as of September 19th 2019, has paid the sum of $314,079.80 which constitutes full and complete payment and satisfaction of the Mortgage.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the date set forth below to be effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

GUNNISON VALLEY HOSPITAL

By: Ronda S Conaway
Chairperson

ATTEST:

Secretary

AGREEMENT REGARDING ASSISTED LIVING
GUNNISON LIVING COMMUNITY

THIS AGREEMENT REGARDING ASSISTED LIVING GUNNISON LIVING COMMUNITY ("Agreement"), made effective the 16th day of April, 2019, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, 200 East Virginia Avenue, Gunnison, CO 81230 ("BOCC"), and the Board of Trustees of the Gunnison Valley Hospital, 711 North Taylor, Gunnison, Colorado 81230 ("Board of Trustees"), (hereinafter collectively the "Parties").

RECITALS

WHEREAS, the Parties agree that the continuing, well supported operation of the Assisted Living Gunnison Living Community (hereinafter "Assisted Living") is important in the continuum of health care and residential living accommodations for the Gunnison Valley community; and

WHEREAS, the Parties agree that the Board of Trustees represents the best option for the continuing, well supported operation and governance of the Assisted Living and further that the Board of Trustees, as managers of the health care system in the Gunnison Valley, represent the best opportunity for successful operation of the Assisted Living within the continuum of health care;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONSIDERATION HEREIN, the Parties agree as follows:

1. TERM.

This Agreement shall expire on October 31, 2020, unless sooner terminated or replaced as mutually agreed by the parties.

2. BOARD OF TRUSTEES.

During the terms of this Agreement, the Board of Trustees shall have the authority, obligation, sole liability for, and accountability for the management and daily operations of Assisted Living. The Board of Trustees 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 the Board of Trustees or its employees, subcontractors or agents in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

3. ASSISTED LIVING MORTGAGE AND LEASE.

a. The BOCC shall continue to make the current mortgage payments on the Assisted Living property (the "Mortgage").

b. The BOCC shall lease to the Board of Trustees the Assisted Living property, both real and personal; the annual lease payment shall be in an amount equal to the annual debt service on the Mortgage.

4. ASSISTED LIVING CAPITAL IMPROVEMENTS.

The BOCC hereby commits twenty thousand dollars ($20,000) per year, for the term of this Agreement, to capital improvements at Assisted Living. This amount will be adjusted annually, beginning in 2019, by using the consumer price index, CPI-U (all cities). This commitment is subject to the BOCC making an annual budget appropriation in an amount sufficient to fund the commitment. If the BOCC fails or refuses to make such an appropriation, the Board of Trustees or the BOCC shall have the right to terminate this Agreement.

The parties agree that to the best of their knowledge, there are no pending or anticipated structural deficiencies related to the building that houses the Assisted Living program. Further, it is agreed that the appropriation for capital improvements, as defined above, shall be for the purpose of making plant equipment and service repairs, building improvements, equipment replacements, furnishing improvements and replacements, and grounds improvements or repairs, which are less in value of the amount of $20,000.

In the event that the Board of Trustees become aware of a major facility structural component or plant equipment operating system that requires repair or replacement and such or replacement is anticipated to exceed $20,000, the Board of Trustees shall give immediate notice of the existence of the facility problem to the BOCC and request a meeting for discussion of the situation. In the event of an unusual structural or physical plant equipment expense, the parties agree to share the cost of restoration that is in excess of the $20,000 annual commitment of the BOCC. However, in no event will the Board of Trustees be required to maintain the Assisted Living facilities in a condition that places at risk its regulatory compliance.

5. MEETINGS.

The BOCC and Board of Trustees will meet periodically, but no less than annually, to review the financial status of the Gunnison Living Center business units.

6. AUDIT.

An independent and mutually acceptable auditor may be engaged to perform a financial analysis of the Assisted Living program and the fees for such independent audit will be shared equally between the Board of Trustees and BOCC.

7. CONTINUED OPERATION OF THE ASSISTED LIVING.

The Board of Trustees shall fund, administer, govern and operate Assisted Living as an assisted living facility throughout the term of this Agreement. This provision shall be enforceable by the BOCC by any legal or equitable remedy including specific performance.

8. DELEGATION AND ASSIGNMENT.

The Parties shall not delegate or assign their duties under this Agreement without the prior written consent of the BOCC which consent the BOCC may withhold in its sole discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of any party.

9. 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:

Board of County Commissioners of Gunnison County, Colorado:	County Manager Gunnison County 200 E. Virginia Avenue Gunnison, Colorado 81230 Phone: 970-641-0248
Board of Trustees of the Gunnison Valley Hospital:	Chairperson Board of Trustees of the Gunnison Valley Hospital 711 North Taylor Gunnison, CO 81230 Phone: 970-641-1456

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

10. ENTIRE AGREEMENT.

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

including but not limited to the Agreement Regarding Gunnison Valley Health Assisted Living dated February 21, 2014, the Management Agreement between Gunnison Home Association, Inc. and Board of Trustees of the Gunnison Valley Hospital dated October 6, 2000, the Lease Agreement between Gunnison County Housing Authority and the Gunnison Home Association, Inc. dated October 11, 2000 and the Memorandums of Agreement between the Board of the Gunnison County Housing Authority, Gunnison County, Colorado and the Board of Trustees of the Gunnison Valley Hospital dated July 31, 2000 and October 11, 2000 respectively.

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. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the BOCC of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. GOVERNING LAW.

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

13. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
~~Matthew Birnie, County Manager~~
JONATHAN HOUCK, CHAIRPERSON

ATTEST:

Elizabeth Mense

Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

BOARD OF TRUSTEES OF THE
GUNNISON VALLEY HOSPITAL

By: Rauda S Commander

Chairperson

ATTEST:

Secretary

BOARD OF TRUSTEES FOR THE GUNNISON VALLEY HOSPITAL SEAL

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Six Points Evaluation and tr

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see attached.

Fiscal Impact: 12000

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/12/2026 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

COUNTY AID AGREEMENT

Project Title: SIX POINTS EVALUATION AND TRAINING, INC.

Award Period: **JANUARY 1, 2026 TO DECEMBER 31, 2026**

Award: $12,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Six Points Evaluation and Training, Inc.**
PO Box 1002
1160 N. Main St
Gunnison, Colorado 81230
Contact Name: **Daniel Bruce**
Telephone: (970) 641-3081
Email: director@sixpointsgunnison.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Twelve Thousand and No/100 U.S. dollars (**$12,000**) (the "Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect

the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to

the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. Effect of Project Completion or Termination. Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. Notices. Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Finance Department Lupita Halligan 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email lhalligan@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Six Points Evaluation and Training, Inc. PO Box 1002 1160 N. Main St Gunnison, Colorado 81230 Daniel Bruce (970) 641-3081 Email:director@sixpointsgunnison.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. Assignment. Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This 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 of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2026.

RECIPIENT: SIX POINTS EVALUATION AND TRAINING, INC.

Signature: N. Lakiotes

Name: Nancy Lakiotes

Title: Executive Director

Date: 1.26.26

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____

Matthew Birnie
County Manager

Date: _____

Community Based Organization 2026
Charges for Service Application

Organization Information		*Guidelines*
Organization Name:	Six Points Evaluation and Training, Inc	**Please attach the following documents to this application:**
Address 1:	PO Box 1002	A) Names and addresses of all Board members including designation of officers
Address 2:	1160 N. Main Street	B) Budget detail for 2025 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
City:	Gunnison	C) 2025 Funding Report
State:	CO Zip: 81230	D) Copy of most recent audited/reviewed financial statements
Telephone Number:	(970) 641-3081	**Submit completed application to:**
Email Address:	director@sixpointsgunnison.org	Electronic Submittal: Adobe PDF Format Lupita Halligan, Senior Accountant LHalligan@gunnisoncounty.org Mailed Submittal: Gunnison County Finance Attn: Lupita Halligan 200 E Virginia Ave Gunnison, CO 81230
Contact Person(s)	Rita Merrigan Marketing and Outreach Coord.	

****SUBMITTAL DEADLINE: OCTOBER 24, 2025****

1. **What is the amount of County funds requested? Please keep your request below $12,000.**

$12,000

2. **Provide specific information regarding what the County funds will be used for**.

Residential & Supported Living Services (SLS) - $7,000.00

Six Points empowers individuals with developmental disabilities to live independently in Gunnison County instead of institutional settings elsewhere. We provide 24/7 personalized support, including personal care (hygiene, medications, health monitoring), household skills (budgeting, shopping, cooking, cleaning), mentoring (decision-making, safety, nutrition, relationships), transportation (work, appointments, community activities), and social connections (recreation, adaptive skills, socialization). Currently, 21 adults and 5 high school students benefit from these services. Continued funding ensures they can live safely, independently, and with the same quality of life we all value in Gunnison County.

Vocational Services – $4,000

Six Points currently supports 5 clients with disabilities who are employed at local businesses throughout Gunnison County. Our vocational staff provides essential on-the-job assistance to ensure their continued success in the workplace. Additionally, 6 clients are employed at the Six Points Thrift Store, where they receive daily support and ongoing training to meet job expectations and build valuable skills.

Through a partnership with the Colorado Division of Vocational Rehabilitation (DVR), Six Points also provides employment training to 22 individuals, helping them prepare for and maintain meaningful work.

Looking ahead, we aim to expand these services to reach more individuals with disabilities, including those recovering from traumatic brain injuries (TBI). Although our TBI program began in 2019, its progress was delayed by the pandemic. However, our research confirms a significant unmet need in the Gunnison Valley for employment services tailored to TBI survivors.

These vocational services are critical. They empower individuals to achieve independence, reduce reliance on public assistance, and contribute meaningfully to their communities through sustained employment.

Waste Management – $1,000

While our Thrift Store carefully accepts only quality, gently used items, we must still dispose of unsellable goods, including electronics requiring costly recycling. We partner with New Horizons in Cañon City to divert items from landfills, but high donation volumes continue to drive up fees. Despite community education and efforts to prevent dumping, expenses remain significant. Funding for this line item is essential to manage waste responsibly and keep our property safe, clean, and welcoming.

3. **Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.**

Gunnison County funding is essential to our ability to serve clients without raising rents or cutting vital services. With this support, Six Points continues to provide individualized assistance while maintaining affordable housing and community-based care. Without this support, many of the individuals we serve would be forced to leave the Gunnison Valley for more institutionalized care in urban areas.

This directly supports the County's strategic goal to "Promote Prosperous, Collaborative, and Healthy Communities" by sustaining local, high-quality services that promote independence, inclusion, and well-being for people with intellectual and developmental disabilities.

Vocational Training: Pathways to Independence

Six Points' vocational training program changes lives by helping clients achieve meaningful employment, confidence, and self-sufficiency. Through a partnership with the Colorado Division of Vocational Rehabilitation (DVR), we provide individualized job training and placement services. We track both job placements and successful closures, but more importantly, we celebrate our clients' growing independence and community engagement.

Currently, five clients are employed in local businesses with on-the-job support from our staff. Six clients work in our Thrift Store, receiving daily guidance and hands-on training. In total, 22 individuals receive employment training services through DVR—and we are expanding services to include people with traumatic brain injuries (TBI), a growing need in the Gunnison Valley.

Quality Assurance and Community Trust

Six Points meets or exceeds all state and federal standards, including regular health, safety, and employment assessments. We also participate in Program Quality Surveys from the Colorado Division for Intellectual and Developmental Disabilities, consistently receiving high marks. Feedback from clients, families, and community partners affirms the professionalism, compassion, and impact of our services.

Environmental Responsibility and Waste Management

We are also committed to being good stewards of our environment and neighbors in our community. With your support, we manage waste responsibly by:

- Recycling and repurposing unsellable items
- Partnering with New Horizons, who resell items in broader markets
- Maintaining a clean and welcoming property for clients and customers alike
- These efforts reduce landfill impact, lower operating costs, and reinforce our role as a responsible local business.
- Economic and Social Impact
- As one of the largest thrift stores and employers in the Gunnison Valley, Six Points has a wide-reaching positive impact:
- 42 staff members employed, including seven client employees
- Six clients working in local businesses, contributing to the tax base
- Vital source of affordable goods for low-income families, students, and seasonal workers
- Regular collaborations with Health and Human Services to meet urgent needs
- Welcoming environment that brings together locals, tourists, and community members

Beyond economic contributions, Six Points promotes inclusion, visibility, and dignity for adults with disabilities. Our clients enrich the social fabric of Gunnison County, demonstrating that this is a community where everyone is valued.

A Shared Mission:

Like the Gunnison County Department of Health and Human Services, Six Points is committed to prevention, protection, advocacy, and support throughout our clients' lives. For over 40 years, we have advanced the health, safety, and well-being of people with disabilities in Gunnison and Hinsdale Counties—and with your continued partnership, we will do so for years to come.

2025 **Funding Recipient Project Report**

Recipient Information

Name of Funding Recipient: Six Points Evaluation & Training, Inc

Dollar Value of County Funds Awarded: $12,000

Funding Recipient's Total 2025 Annual Budget: $1,401,203

Funding Summary

Other Funding Sources (please list source names and amounts received):
State Medicaid $462,486
Other Public and Government Grants $111,636
Public Support Donations $29,848
Fundraising Income $1,931
Thrift Store Revenue $583,508
Other Revenue and in-kind $17,520

Percentage of Annual Budget funded by the other funding sources listed above: 99%

How the County funds were spent:
(A) Vocational Services Funding Impact
An allocation of $4,000 was designated to support Vocational Services provided by Six Points. These services benefit 21 adult clients and 5 high school students through a combination of day programming, skill-building activities, and supported employment initiatives.
Currently, five adult clients maintain full or part-time positions with businesses throughout the Gunnison Valley. They receive ongoing supported employment assistance to ensure successful integration and performance in their respective roles.
Additionally, six clients are employed at the Six Points Thrift Store, where they receive structured training in processing and merchandising donated goods.
Five clients have launched and continue to operate successful entrepreneurial ventures, each initiated with guidance and support from Six Points. This funding from Gunnison
County is instrumental in sustaining these vocational programs, which are essential for helping clients achieve and maintain meaningful employment.
The 5 high school students participating in the program are actively developing foundational job skills that will prepare them to pursue employment opportunities upon graduation.
(B) A total of $7,000 was allocated to support Residential Comprehensive and Supported Living Services (SLS) provided by Six Points.
These services currently benefit 6 adult clients, all of whom reside in homes integrated within the Gunnison County community. Two clients live in a duplex owned by Six Points, one resides in a mobile home donated to the organization, one lives in a rental unit in town, one occupies an apartment owned by his mother, one resides in a home owned by their family, while another owns his own condo.

How the County funds were spent (continued):

Six Points provides financial assistance to all residential clients to help them live safely and sustainably in Gunnison County. Without this support, including funding from the County, many clients would be unable to remain in the area and would likely need to relocate to larger urban centers to access institutional services, resulting in a diminished quality of life compared to what they experience here. During FY2025, Six Points expended $80,154 on room, board, and housing-related expenses for residential clients.

This figure does not include payroll costs for staff providing these essential services.

(C) Thrift Store Community Impact

In addition to the services previously outlined, Six Points operates a community-focused

Thrift Store that serves as a vital resource for residents across the Gunnison Valley. The store plays a key role in promoting environmental sustainability by supporting reuse practices and helping to divert significant volumes of material from the local landfill.

The Thrift Store also provides essential access to affordable clothing and household goods for low-income families. Six Points partners with numerous nonprofit and human service organizations throughout the county to distribute free merchandise as needed and consistently ensures that individuals and families in need are never turned away.

Sales at the Thrift Store increased by 2% in FY2025 compared to FY2024. Growth in donations and sales enables Six Points to expand its programming and services for individuals with disabilities, further strengthening our mission and impact within Gunnison County.

(D) Landfill and Trash Services Funding Impact

A total of $1,000 was allocated to support Landfill and Trash Services. In FY2025, Six Points incurred an average monthly expense of $959.37, totaling $11,512.44 for the year in waste management and recycling services.

Despite increased signage and ongoing public education efforts encouraging the donation of clean, functional items during regular business hours, unauthorized dumping of unusable, unsellable items that must be taken to the landfill, continues to occur after hours.

To mitigate this issue, Six Points has upgraded its security camera system and remains committed to collaborating with local law enforcement to further educate the community, as needed. To help offset waste management costs, Six Points maintains a partnership with New Horizons, a recycling company based in Pueblo, which purchases unsalable clothing, shoes, and books at a rate of $0.05 per pound. However, we have not yet identified a viable outlet for scrap metal recycling, resulting in additional disposal costs as scrap metal is diverted to the waste stream.

We continue to explore alternative strategies to reduce waste and manage expenses, though our trash removal budget remains high.

Results Summary

Number of clients assisted during the funding year: 43

Customer results achieved via the County funds:

All 21 clients served through Six Points' Medicaid-funded programs during the reporting year have continued to live independently in the homes of their choice. Since the previous report, one client relocated to another community for a warmer climate, one transitioned to a higher level of care in a nursing facility, and one client sadly passed away.

Five clients remain successfully employed with businesses in the Gunnison area, while six continue to work at the Six Points Thrift Store. With the ongoing support of Six Points staff, all clients are maintaining their health and well-being. They remain fully integrated into community life in the Gunnison Valley and receive individualized support to help them thrive. Clients actively participate in a wide range of local activities—from recreational sports like softball to endurance events such as triathlons, demonstrating their resilience and vibrant presence in the community. These individuals are truly valued members and heroes of our region.

How your customer results were measured:
Measurement of Customer Outcomes

Client outcomes are evaluated using a combination of formal and informal tools, including:
• Person-Centered Assessments (PCAs)
• Client Satisfaction Surveys
• Incident Report Summary Reviews
• Physician and therapist referrals
• Health Care Policy and Financing (HCPF) program quality surveys• Housing inspections • Individualized Supports and Services Plans (ISSPs)
• Daily client interactions and ongoing engagement regarding service satisfaction and quality of life

Submit this report by January 31, 2026 to the below contact. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Finance
Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

Email: lhalligan@gunnisoncounty.org

Six Points Evaluation and Training, Inc. - Board of Directors – 2024

NAME	ELECTED	TERM ENDS	ADDRESS	PHONE	EMAIL
Scott Cohn **President** Higher Education – Psychology Western Colorado University Executive Committee Chair Marketing & Revenue Committee Chair Audit Committee Chair (Ad Hoc)	May 2020	May 2026	601 N. 14th St. Gunnison, CO 81230	202-907-6129 (c)	drscottcohn@gmail.com
Sue Gross **Vice President** Real Estate Agent Program Committee Chair	August 2020	August 2026	P.O. Box 4075 Crested Butte, CO 81224	781-697-5686 (c)	suegross@signaturepropertiescb.com
Heather Glatiotis **Secretary** Construction	Dec 2022	Dec 2026	PO Box 1313 Gunnison, CO 81230	970-765-1917 (c)	hgkoomer@gmail.com
Amanda Brackett **Treasurer** Business & HR Manager & CPA Gunnison County Libraries Finance Committee Chair	Sept 2024	Sept 2026	223 Rio Grande Avenue Gunnison, CO 81230	970-209-8272 (c)	asbrackett@gmail.com
John Iniego Six Points Client & Thrift Store Processing Clerk Building & Property Committee Chair	Dec 2022	Dec 2026	1010 W Virginia Ave #14 Gunnison, CO 81230	970-596-8384 (c)	
Tom Dunham Six Points Client Retired – Janitorial Work	May 2025	May 2027	600 N. Colorado #302A Gunnison, CO 81230	970-497-9712 (c)	
Nancy Gruber-Meier Retired – Teacher and Social Worker Governance Committee Chair	April 2020	April 2026	54 Bryant Ave. Crested Butte, CO 81224	303-589-3709 (c)	Nancygrubermeier@gmail.com
Sharon Taramarcaz Bank Vice President Community Banks of Colorado	April 2023	April 2027	56935 East Hwy 50 Parlin, CO 81239	641-3174 (h) 641-9000 (w) 209-9565 (c)	staramarcaz@cobnks.com
Megan Lucas Librarian, Gunnison Library	Sept 2023	Sept 2025	401 N Taylor Gunnison, CO 81230	819-3794 (c)	megan@gunnisoncountylibraries.org meglucas10@gmail.com
Cheyenne Terry Associate Director of Community Development Standards Western Colorado University	Feb 2024	Feb 2026	PO Box 612 Gunnison, CO 81230	479-495-9279 (c)	cterry@western.edu

Annual Budget FY 2026

Six Points Evaluation & Training, Inc.

Account	Budget FY 2026
Income	
Fee Revenue	524,700.00
Grant Revenue	137,990.00
Thrift Store Revenue	582,500.00
Public Support - Donations	72,000.00
Fundraising Income	41,000.00
Other Revenue & In-Kind	53,420.00
Total Income	**1,411,610.00**
Operating Expenses	
Thrift Store Expense	21,036.00
Advertising	4,200.00
Fundraising Expenses	600.00
Office Utilities	46,500.00
Office Supplies	6,180.00
Equipment Contracts & Repairs	7,176.00
Vehicle Expenses	29,705.00
Property Improvements / Maintenance	12,100.00
Professional Fees	27,000.00
Recreation/Gifts	3,600.00
Client Welfare	600.00
Per Diem Meals & Mileage	250.00
Insurance	87,036.00
Operating Expenses - Other	9,000.00
RES Food, Custodial, Medical & Other	35,520.00
RES Rent & Utilities	40,500.00
Payroll Expenses	1,030,000.00
Office Events & Staff Appreciation	3,000.00
Art Activities & Supplies	3,000.00
DVR Restricted Grant	30,000.00
SCC Trips, Events, & Outings	13,200.00
Total Operating Expenses	**1,410,203.00**
Net Income	**1,407.00**

SIX POINTS EVALUATION AND TRAINING, INC

FINANCIAL STATEMENTS AND REPORT OF
INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

June 30, 2024

SIX POINTS EVALUATION AND TRAINING, INC.

FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2024

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of Six Points Evaluation and Training, Inc.

Opinion

We have audited the accompanying financial statements of Six Points Evaluation and Training, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Six Points Evaluation and Training, Inc. as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Six Points Evaluation and Training, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Six Points Evaluation and Training, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

Certified Public Accountants

105 S.E. Frontier Ave, Suite A Cedaredge, CO 81413 | 970-856-7550 | 970-856-2122 | www.bandacpas.com

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Six Points Evaluation and Training, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Six Points Evaluation and Training, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Blair and Associates, P.C.

Cedaredge, Colorado
December 23, 2024

SIX POINTS EVALUATION AND TRAINING, INC.
Statement of Financial Position
June 30, 2024 and 2023

	2024	2023
Assets		
Current Assets		
Cash and cash equivalents	**$ 348,517**	$ 244,956
Accounts receivable	**82,685**	32,000
Deposits	**500**	500
Prepaid expenses	**28**	3,559
Total current assets	**431,730**	281,015
Capital assets, net of accumulated depreciation	**1,753,833**	1,782,373
Total assets	**$ 2,185,563**	$ 2,063,388
Liabilities and Net Assets		
Liabilities		
Accounts payable	**$ 9,697**	$ 6,029
Accrued Payroll Liabilities	**2,577**	2,799
Accrued payroll costs	**48,944**	49,196
Total liabilities	**61,218**	58,025
Net assets		
Without donor restrictions		
Undesignated	**2,037,200**	1,975,146
Board designated (Note 3)	**10,010**	10,010
With donor restrictions (Note 5)	**77,135**	20,207
Total net assets	**2,124,345**	2,005,363
Total liabilities and net assets	**$ 2,185,563**	$ 2,063,388

The accompanying notes are an integral part of this statement.

SIX POINTS EVALUATION AND TRAINING, INC.
Statement of Activities
For the Years Ended June 30, 2024 and 2023

	2024			2023		
	Without Donor Restrictions	**With Donor Restrictions**	**Total**	Without Donor Restrictions	With Donor Restrictions	Total
Revenue and Other Support						
Merchandise sales	**$ 567,263**	**$ -**	**$ 567,263**	$ 480,557	$ -	$ 480,557
Contracts and grants	**530,300**	**-**	**530,300**	440,863	-	440,863
Contributions	**124,958**	**70,800**	**195,758**	117,387	15,215	132,602
Room and board	**43,506**	**-**	**43,506**	37,431	-	37,431
Fundraising	**9,012**	**-**	**9,012**	16,410	-	16,410
Gain on sale of asset	**433**	**-**	**433**	(275)	-	(275)
Interest income	**865**	**-**	**865**	772	-	772
Inkind contributions	**-**	**-**	**-**	2,500	-	2,500
Net assets released from restrictions (Note 7)	**13,872**	**(13,872)**	**-**	36,222	(36,222)	-
Total revenue and other support	**1,290,209**	**56,928**	**1,347,137**	1,131,867	(21,007)	1,110,860
Expenses						
Program services	**920,158**	**-**	**920,158**	887,806	-	887,806
Supporting services						
Management and general	**221,419**	**-**	**221,419**	221,006	-	221,006
Fundraising	**86,578**	**-**	**86,578**	84,886	-	84,886
Total expenses	**1,228,155**	**-**	**1,228,155**	1,193,698	-	1,193,698
Change in net position	**62,054**	**56,928**	**118,982**	(61,831)	(21,007)	(82,838)
Net assets, beginning of year	**1,985,156**	**20,207**	**2,005,363**	2,046,987	41,214	2,088,201
Net assets, end of year	**$ 2,047,210**	**$ 77,135**	**$ 2,124,345**	$ 1,985,156	$ 20,207	$ 2,005,363

The accompanying notes are an integral part of this statement.

SIX POINTS EVALUATION AND TRAINING, INC.
Statement of Functional Expenses
For the Years Ended June 30, 2024 and 2023

	2024				2023			
	Program Services	**Management and General**	**Fund Raising**	**Total**	Program Services	Management and General	Fund Raising	Total
Salaries	**$ 637,557**	**$ 114,433**	**$ 65,390**	**$ 817,381**	$ 615,530	$ 110,480	$ 63,131	789,141
Payroll taxes	**55,963**	**10,045**	**5,740**	**71,747**	50,617	9,085	5,191	64,893
Client needs	**79,110**	**-**	**-**	**79,110**	74,727	-	-	74,727
Office expenses	**11,670**	**40,846**	**5,835**	**58,351**	14,105	49,366	7,052	70,523
Insurance	**36,614**	**6,572**	**3,755**	**46,941**	37,504	6,731	3,847	48,082
Professional Fees-accounting	**-**	**17,883**	**-**	**17,883**	-	19,804	-	19,804
Bank fees	**13,655**	**4,551**	**-**	**18,206**	13,202	4,400	-	17,602
Travel	**17,885**	**5,962**	**-**	**23,847**	24,187	8,062	-	32,249
Information technology	**11,724**	**11,724**	**-**	**23,448**	3,445	3,445	-	6,890
Advertising	**1,559**	**280**	**160**	**1,999**	2,566	461	263	3,290
Improvements	**-**	**-**	**-**	**-**	65	65		130
Thrift store	**5,668**	**-**	**-**	**5,668**	3,177			3,177
Indirect fundraising	**-**	**-**	**2,557**	**2,557**			2,252	2,252
Other	**2,326**	**418**	**239**	**2,983**	2,676	481	275	3,432
Total Expenses	**$ 873,731**	**$ 212,714**	**$ 83,676**	**$ 1,170,121**	$ 841,801	$ 212,380	$ 82,011	$ 1,136,192
Depreciation	**46,427**	**8,705**	**2,902**	**58,034**	46,005	8,626	2,875	57,506
	$ 920,158	**$ 221,419**	**$ 86,578**	**$ 1,228,155**	$ 887,806	$ 221,006	$ 84,886	$ 1,193,698

The accompanying notes are an integral part of this statement.

SIX POINTS EVALUATION AND TRAINING, INC.
Statement of Cash Flows
For the Years Ended June 30, 2024 and 2023

	2024	2023
Cash flows from operating activities		
Change in net position	**$ 118,982**	$ (82,838)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	**58,034**	57,506
(Gain)/loss on sale of assets	**(433)**	275
Change in operating assets and liabilities		
(Increase) decrease in accounts receivable	**(50,685)**	14,723
(Increase) decrease in prepaid expenses	**3,531**	3,121
Increase (decrease) in accounts payable and accrued liabilities	**3,193**	1,261
Net cash provided by (used in) operating activities	**132,622**	(5,952)
Cash flows from investing activities		
(Additions) to fixed assets	**(29,061)**	(35,282)
Net cash provided by (used in) investing activities	**(29,061)**	(35,282)
Cash flow from financing activities		
Loan proceeds	**-**	-
Net cash provided by (used in) financing activities	**-**	-
Net increase (decrease) in cash and cash equivalents	**103,561**	(41,234)
Cash and cash equivalents, beginning of year	**244,956**	286,190
Cash and cash equivalents, end of year	**$ 348,517**	$ 244,956
Supplemental disclosure		
Interest paid	**$ -**	$ -

The accompanying notes are an integral part of this statement.

NOTE 1 - NATURE OF ACTIVITIES

Six Points Evaluation and Training, Inc. (Six Points) is a nonprofit corporation formed in July 1981 to improve quality of life for persons with physical or developmental disabilities by providing rehabilitation services, training, placement, and employment. It also provides such individuals with the opportunity to have residential living experience apart from an institution, and to be integrated into the community. The Organization is supported primarily through thrift store merchandise sales, contracts and grants, and contributions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES

1. Basis of Accounting and Framework

   The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities. These financial statements are prepared in accordance with Generally Accepted Accounting Principles.

2. Basis of Presentation

   The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

   Net assets with donor restrictions are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions may be perpetual in nature, such as those that the donor stipulates those resources be maintained in perpetuity.

   Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

   The Organization's unspent contributions are reported in net assets with donor contributions if the donor limited their use, as are promised contributions that are not yet due. Contributions of property and equipment or cash restricted to acquisition of property and equipment are reported as net assets with donor restrictions if the donor has restricted the use of the property or equipment to a particular program. These restrictions expire when the assets are placed in service.

   When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES (cont.)

3. Cash and Cash Equivalents

   The Organization considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

4. Revenue and Revenue Recognition

   The Organization recognizes contributions when cash, securities, or other assets; an unconditional promise to give; or a notification of a beneficial interest is received; conditional promises to give with a measurable performance barrier and a right of return are not recognized until the conditions on which they depend have been met.

5. Capitalization and Depreciation

   The Organization follows a practice of capitalizing all expenditures for furniture and equipment in excess of $2,500. The fair value of donated assets is similarly capitalized. Depreciation of furniture and equipment is provided over the estimated useful lives of the respective assets on a straight-line basis.

6. Estimates

   The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

7. Income Taxes

   Six Points Evaluation and Training, Inc. has received an Internal Revenue Service exemption from federal income taxes under Section 501(c)(3). Accordingly, no provision or liability for income taxes has been provided in the accompanying financial statements.

8. Inventory

   Inventory in the thrift store consists of donated items and is not recorded on the balance sheet because no objective basis is available to determine its value.

9. Lease Commitments

   The Organization is responsible for several residential leases for which the tenant is a client of the Organization. The terms of these leases vary, but none are for more than one year.

10. Functional Reporting of Expenses

    The costs of providing various programs and other activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The significant expenses that are allocated include personnel, depreciation, and interest, which are allocated on the basis of estimated time and effort.

11. Summarized Prior-Year Information

    The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES (cont.)

Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2023.

12. Subsequent Events

Management has evaluated subsequent events through December 23, 2024, the date the financial statements were available to be issued.

NOTE 3 - AVAILABILITY AND LIQUIDITY

The following represents Six Points Evaluation and Training, Inc.'s financial assets as of June 30, 2024, including donor restricted cash that will be spent during the coming year.

Financial assets at year end	Amount
Cash and cash equivalents	$ 348,517
Grants and accounts receivables	82,685
Total	431,202
Less:Board designated net assets	(10,010)
Donor restricted net assets	(77,135)
Total financial assets available to meet cash needs for general expenditures within one year	$ 344,057

Six Points Evaluation and Training, Inc.'s goal is to maintain available financial assets sufficient to meet 90-150 days of general operating expenses. Management considers donor restricted contributions that will be used within one year as part of its ordinary operations, as being available for general expenditures. Board designated operating and capital reserves may be accessed at the board's discretion.

NOTE 4 - PROPERTY AND EQUIPMENT

At year-end, property and equipment consisted of the following:

Description	Amount
Land	$ 566,000
Building and improvements	1,562,287
Vehicles	96,913
Furniture and equipment	31,787
Total	2,256,987
Less: accumulated depreciation	(503,154)
Net property and equipment	$ 1,753,833

Depreciation and amortization expense for the year was $58,034.

NOTE 5 - DONOR RESTRICTED NET ASSETS

Donor restricted net assets are to be used for the following purposes:

Program	Amount
Next Fifty	$ 2,812
Recreation fund	2,952
Staff appreciation fund	468
CFGV Dola	59,266
Employee welfare	3,837
El Pomar foundation	7,800
Total	$ 77,135

NOTE 6 - NET ASSETS RELEASED FROM RESTRICTIONS

During the year, net assets were released by satisfying program restrictions as follows:

Program	Amount
Next Fifty	$ 2,708
Recreation fund	3,837
CFGV Dola	734
Gunnison Home Association	3,435
Employee welfare	1,408
Town of Crested Butte	1,750
Total	$ 13,872

NOTE 7 - CONCENTRATION OF CREDIT RISK

The Organization places most of its cash with one financial institution. Amounts over $250,000 are not insured by the Federal Deposit Insurance Corporation or related entity. At year end, the Organization's did not have any cash balances that were uninsured. Management has evaluated its banking needs and the strength of the financial institution and feels it is in the best long-term interest of the organization to continue its existing relationship.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement Extension; Vaisala

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is the extension of the Road Ai contract for another year.

Fiscal Impact: 10,670

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/11/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 6th day of October, 2023, 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 Vaisala Inc., whose address is 194 S. Taylor Avenue, Louisville, CO 80027(herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Computer Vision technology that detects pavement condition/defects, line marking condition and sign detection the road network of Gunnison County.
("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 one year from execution date with option to renew.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its sound infrastructure strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed 10,670.00 and No/100 U. S. Dollars ($_10,670.00) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

[*IF THE TERM IS FOR MORE THAN 1 YEAR*: Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth in this Paragraph after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor 60 days written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this agreement. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.]

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for one (1) year 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-

Restricted

renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

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

b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

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

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

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

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision

Restricted

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

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

6. <u>INDEPENDENT CONTRACTOR.</u>

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.

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

8. INDEMNIFICATION.

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

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

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

9. LIMITATION OF LIABILITY

Except in the case of gross negligence, willful misconduct or fraud, Contractor's maximum liability to the County, and the County's maximum liability to Contractor, shall not exceed the price of the Product(s) or Service(s) causing any such liability. Neither party will be liable to the other for any indirect losses, such as loss of profit or goodwill, or costs of cover purchase, even if such loss was reasonably foreseeable. Nothing in this Section 9 is intended to affect either party's rights which cannot be limited or excluded based on the applicable law.

10. 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.

11. PANDEMICS.

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

12. 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

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disability, be exclude 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.

13. 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. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.

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

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

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

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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.

14. DELEGATION AND ASSIGNMENT.

Neither party delegate or assign its duties under this Agreement without the prior written consent of the opposing party which consent may be withheld 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.

15. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen calendar (15) 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.

16. 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.

17. WARRANTIES.

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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.

18. 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.

19. 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.

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20. 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.

21. 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.

22. NOTICES.

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

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

With a copy to: Board of County Commissioners

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

Contractor: Vaisala Inc.
194 S. Taylor Avenue, Louisville, CO 80027

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.

23. 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.

24. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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by such a recipient through an automated process, but specifically excluding text or instant messages.

25. 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.

26. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

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

27. 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,

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including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR: Vaisala Inc.

By: Andrew Jamison
Andrew Jamison, Contracts Specialist

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APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the services detailed in the bid document titled "Gunnison County–RoadAI" and dated 11/10/2025 (attached)

Gunnison County, CO
RoadAI

Surveying Using Computer Vision With AI Enabled Learning

Revision History

Version	Status	Date/Sales Manager	Description of Change	Approver
1.0	Approved	11/10/2025 / Jennifer Holmquist	Original	JEHOLM

Vaisala Inc. | Boulder Operations
P.O. Box 3659, Boulder, CO 80307-3659, USA

Phone +1 303 499 1701 | Toll free 1 877 VAISALA | Fax +1 303 499 1767
Email firstname.lastname@vaisala.com | www.vaisala.com

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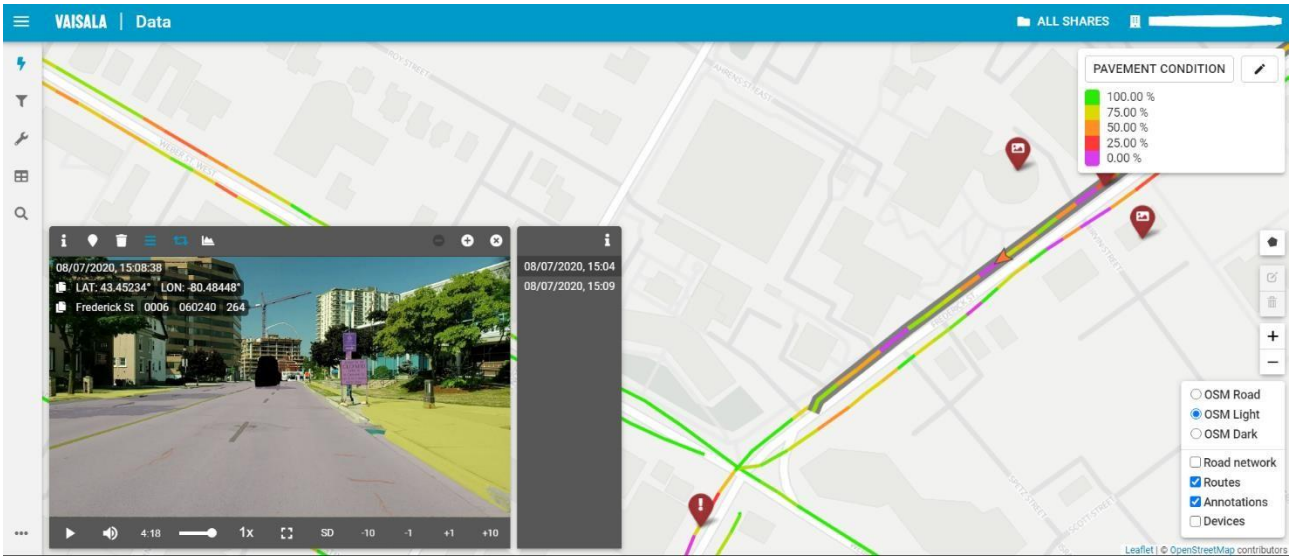
Gunnison County, CO – RoadAI

This document sets out Vaisala's proposal for the implementation of RoadAI technology to deliver efficiency gains, cost savings and service improvements to the surveying, inspection, auditing and ongoing asset management practices at Gunnison County, CO.

1 Overview

The technology uses a smart phone to collect video data which is then processed using Computer Vision; this process automatically analyses the video data and the Vaisala RoadAI applies ASTM PCI methodology to categorize and report pavement defects, so that it can be integrated with existing asset management systems. Video data can be collected at normal driving speeds, and because the analysis process is fully automated, results are available within a few hours of upload, enabling data to be collected and results produced across the **whole road network multiple times** per annum, with **lower investment and resource** than current processes demand. ***Figure 1 – Pavement Condition Heatmap***



Road Condition data generated by RoadAI can replace the condition surveys currently carried out in Gunnison County, CO, and because of the frequency and repeatability of the data collection, identify any lengths of highway that are deteriorating rapidly in a more timely fashion, enabling the programming of maintenance works more efficiently.

2 The Strategic Case

2.1 Safety Inspections

RoadAI provides a range of tools that are designed to support reactive maintenance and safety inspection teams, taking a significant amount of network investigations and inspections off the network and into a desktop environment, reducing the number of ad hoc site visits, and bringing environmental and safety benefits, while providing greater oversight and efficiency to the process of network management.

Once the data is loaded onto the system, computer vision analysis is used to derive much more value that can be leveraged by other functions…

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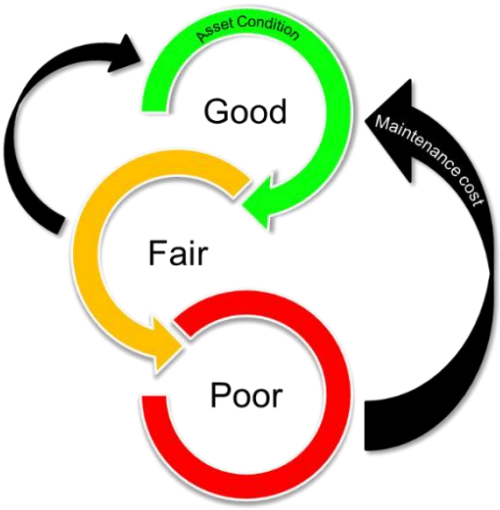
2.2 Road Condition Surveys

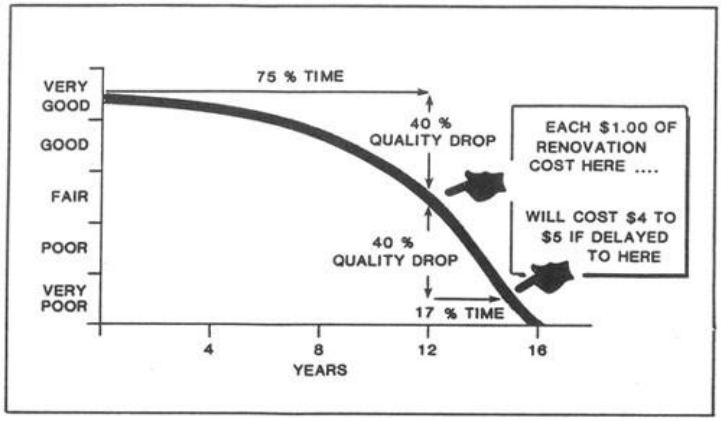
Road condition data is generated automatically, without allocating resource specifically to condition surveys, and reported at a much higher frequency, to enable the planning of maintenance works to be focused on areas where lower cost treatments can be deployed, to prevent the development of more serious defects, and ultimately extend the life of the asset. RoadAI enables road condition data to be generated using non-specialist tools and personnel, while still providing data that is consistent, accurate, and auditable. Using RoadAI in this way enables:

- Early intervention with lower cost treatments based on asset condition to deliver >5% increase to the life of the asset
- Data driven forward program planning – consistent, objective road condition data
- On demand reports – network deterioration modelling

2.2.1 Investment Model



https://www.fhwa.dot.gov/publications/research/infrastructure/pavements/13038/011.cfm



2.3 Traffic Signs and Lines

Video data that has been collected by inspection teams can be further analyzed to generate traffic sign inventory, and road marking condition data, to enable data driven risk based management of these assets, and driving improvements in service delivery at a fraction of the previous cost.

3 Service Description

The RoadAI service has been configured in consultation with the Gunnison County, CO project team, and is based on a combination of the following core elements:

- Computer Vision Base License
- Recording License
- Application Layers
- Data Storage

3.1 Computer Vision Base License

The Computer Vision Base License covers provision of the core service including:

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- Anonymization of data.
- Map based user interface (UI).
- Geospatial video.
- Annotation tools.
- Unlimited client logins and access to UI.

The cost of the organizational base license is based on the size of the organization [1], and the duration of the contract.

- Proposed Length of Road Section for inclusion in the project - 130 Miles.
- Contract duration - 12 months
- Contract period – 12/1/2025 to 11/30/2026

3.2 Recording Licenses

Based on anticipated use profile and in consultation with the Gunnison County, CO project team, we have configured this proposal to include 1 Basic data collection licenses.

3.3 Application Layers

RoadAI can be configured to enable different application layers to suit the objectives of Gunnison County, CO. Application layers can be activated or deactivated each year, and the contract value adjusted to reflect the application layers in use. The application layers currently available are:

3.3.1 Road Condition

Data is analyzed following a process based on ASTM PCI, and reported in 10, 20 or 100m sections tied to the sectional reference data[2] for Gunnison County, CO's road network.

Defects can be viewed as discreet heatmap layers on the map based UI, or as a combined overall condition heatmap. Road marking condition data is available to export in Excel, Shapefile, GeoJSON format in 10m or 100m sections.

3.3.2 Road Markings

Data is analyzed using computer vision process to identify road marking condition based on visible deterioration. Road marking condition data is available to export in Excel, Shapefile, GeoJSON format in 10m or 100m sections.

3.3.3 Road Signs

Road signs are automatically detected, classified and created as point objects on the UI map layer. Signs can be extracted in Excel reports with location and condition data, and URL linking back to UI to view images and video of sign location[3].

This pilot project aims to enable Gunnison County, CO to integrate and evaluate the potential for the ongoing deployment of RoadAI, and in respect of that we are able to include the above applications at no cost in year one.

---

[1] Defined by total network length, for Gunnison County, CO this is taken as 130 Miles.

[2] Network reference data to be provided by Gunnison County, CO as shapefile.

[3] Segmentation model to automatically identify and create inventory of US and Canadian traffic signs will be added during the course of the pilot project. No charge will be made for this application.

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4 Financial Case

Set out below are the annual costs for delivering the service over the next 12 months.

Item	Qty	Unit Cost	
Base License, including Road Condition, Road Markings and Road Signs application layer processing	1	$7,500.00	
Data collection license (250 hours)	1	$2,000.00	
Data Storage (hours)	99 hours	$396.00	
Total Cost		**$9,896.00**	

All pricing is shown in US Dollars exclusive of tax which will be applicable at the prevailing rate at the time of invoicing.

4.1 Payment Schedule

4 weeks after receipt of order

5 General Conditions of Subscriptions Services

Vaisala Group's General Conditions of Subscription Services apply. To see all, reference our linked PDF page at General-Conditions-of-Subscription-Services-DOC250754.pdf (vaisala.com).

All the information contained herein is confidential and the IPR remains the property of Vaisala. Copying or sharing of this information without permission of the author is prohibited.

All pricing quoted in US Dollars subject to tax which will be applicable at the prevailing rate at the time of invoicing.

6 Agreement

Signed on behalf of Vaisala Inc.		Signed on behalf of Gunnison County	
Signature	Heather Jacobson	Signature	
Name	Heather Jacobson	Name	
Position	Contracts Specialist	Position	
Date	December 3, 2025	Date	

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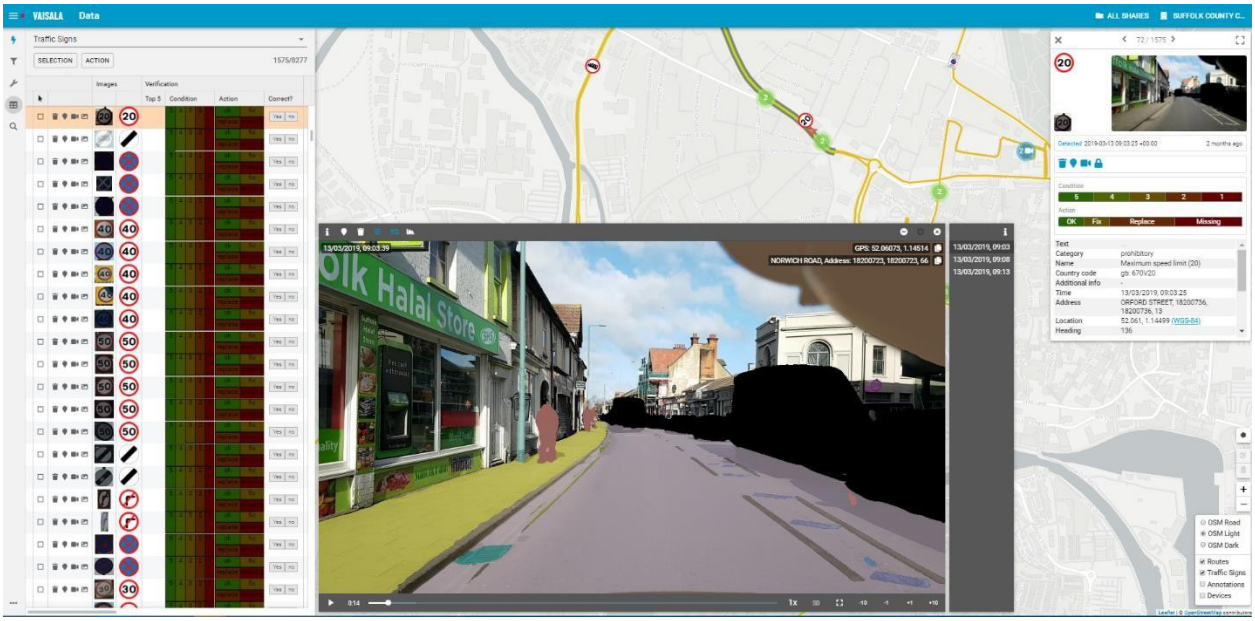
7 Appendix

7.1 Data Collection Via Smartphone

Figure 2 - Smartphone is mounted outside the swept path of the wipers.

7.2 Sign mapping

Figure 2 - User Interface with access to video archive and computer vision detections



Various filtering tools are available within the UI to enable isolation of data by date and time.

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Traffic signs can be filtered using label groups, categories, detection type (options: all detections, new detections, new or miss detections), misses in a row, detections from video and detection confidence.

7.3 Road defect mapping

Figure 3 - Segmentation model illustrating feature classification

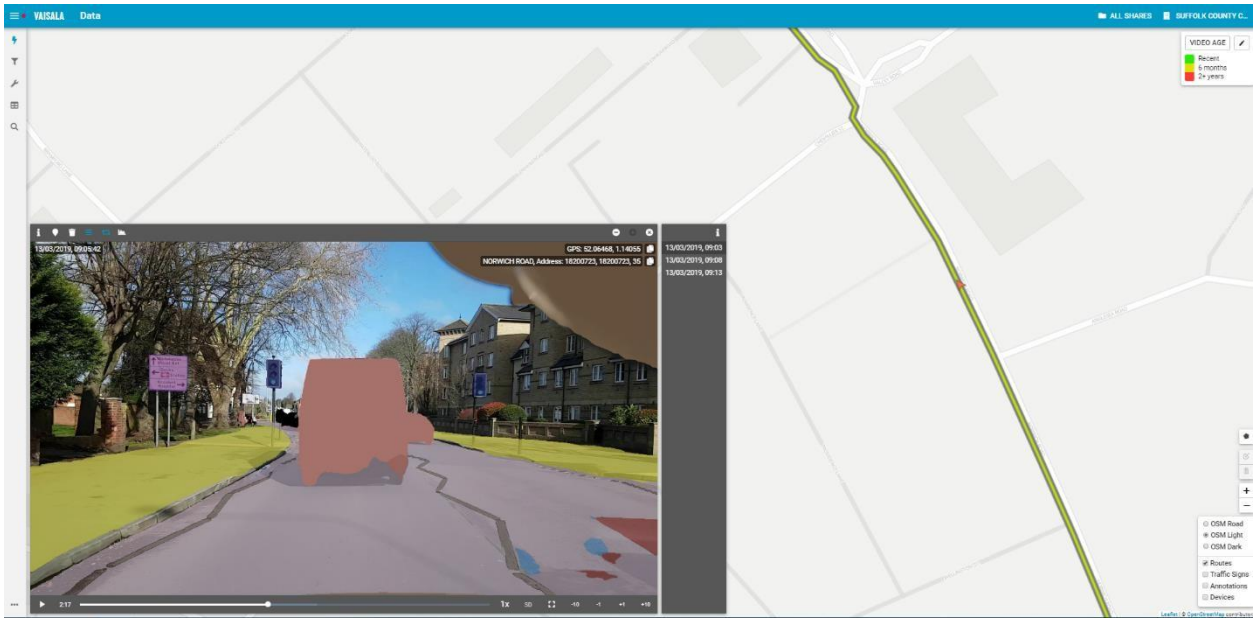
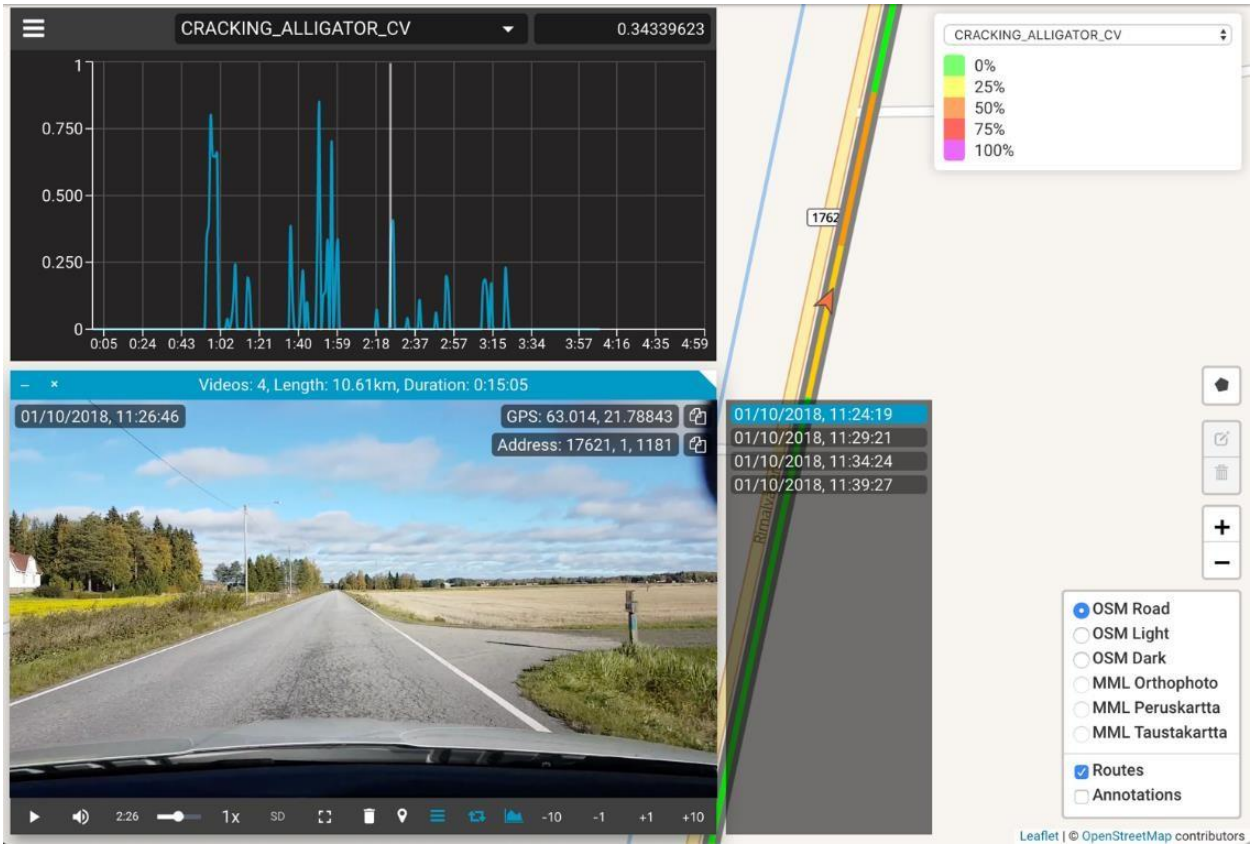


Figure 2 – Analyzed Heatmap (Road pavement defects / road markings)



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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement Inter-Agency Partnersh

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison, Hinsdale, Ouray, and San Miguel Counties Women Infant and Children's Program (WIC)

Term Begins: 10/1/2025 **Term Ends:** **Grant Contract #:**

Summary:

This is an IGA for the Women, Infant, and Children's Program existing regional partnership for our shared High-risk Counselor/Registered Dietician. The current signed IGA expired and was just noted by the WIC State Team thus the retro term date back to 10/1/2025. A DocuSign will be sent to

Fiscal Impact:

Submitted by: Brad Wheaton **Submitter's Email Address:** bradford.wheaton@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/11/2026 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
INTER-AGENCY PARTNERSHIP FOR THE
WOMEN, INFANTS, AND CHILDREN PROGRAM

This Intergovernmental Agreement, Women, Infants, and Children Program, entered into and effective this 24th day of February 2026, hereinafter referred to as the "Agreement" or "IGA," is made and entered into by and between the **Board of County Commissioners of the County of Gunnison, Board of County Commissioners of the County of San Miguel**, and the **Board of County Commissioners of the County of Ouray, sitting as the Boards of Health for each respective county,** all of which statutory Counties are organized under and by virtue of the laws of the State of Colorado and may be collectively referred to herein as the "Counties", as follows:

WHEREAS, the Counties are authorized by C.R.S. § 29-1-201, *et seq.*, to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, San Miguel County will act as the fiscal agent and receive monies from the State of Colorado to support the Women, Infants, and Children ("WIC") Program for both San Miguel and Ouray Counties; and

WHEREAS, Ouray County will be the employer of the WIC Program Educator that will provide services to both San Miguel and Ouray Counties; and

WHEREAS, Gunnison County has provided the services of a WIC Registered Dietician and High-Risk Counselor to the San Miguel County and Ouray WIC Programs; and

WHEREAS, there is a requirement for a WIC Director role to be licensed as a registered nurse (RN) or registered dietitian (RD) which Gunnison County could fulfill; and Counties believe that the program monies can be maximized and the services currently being provided made more effective and efficient if the Counties participate with one another to provide staffing support for the WIC Registered Dietician and High-Risk Counselor Roles across agencies; and

WHEREAS, the Colorado Department of Public Health and Environment provided Gunnison County funding to directly support staffing for collaboration and partnership between agencies for the Registered Dietician and High-Risk Counselor role and the WIC Director position.

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that the parties cooperate between themselves for the coordination of resources for the WIC Program; and

WHEREAS, the Counties have agreed that it is in the public interest of the citizens of the respective Counties to cooperate in this effort to aid in the support and benefit of each County's respective WIC Program.

NOW THEREFORE, in consideration of the mutual promises between the parties and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledges, the parties agree as follows:

1. Effective as of October 1, 2025, Gunnison County will provide one employee to perform the duties of the WIC High-Risk Counselor and the WIC Director role, equivalent to an employee working about 6 hours per month or 72 hours annually. The employee shall be referred to as the "Registered Dietician." The Registered Dietician shall divide time, however, between the Counties according to the following schedule:

Ouray County	2 hours/month (24 hours annually)
San Miguel County	4 hours/month (48 hours annually)

2. Gunnison County will manage the expenses for the WIC Director/Registered Dietician's time to provide services to the Counties as they receive additional partnership funding through the WIC Program. Gunnison County agrees to document hours spent at the respective counties and ensure the agreed-upon schedules are maintained. The three counties will periodically meet throughout the year for collaboration and to reconcile any overages of time if they occur.

3. Gunnison County agrees to provide supervision and oversight for San Miguel and Ouray County WIC staff specific to WIC program-related duties only. San Miguel County and Ouray County agree to cooperate with Gunnison County in facilitating access to its WIC staff members and providing necessary support and resources to ensure the success of collaborative initiatives.

4. The Counties will work collaboratively to define the roles, responsibilities, and expectations of WIC staff as outlined in **Exhibit A**. Gunnison County will ensure that all program staff in San Miguel and Ouray Counties WIC Programs adhere to relevant policies, procedures, and standards of service as outlined in the COWIC contract.

5. Any disciplinary issues that may arise regarding the WIC Registered Dietician's performance in any of the Counties shall be addressed according to the requirements, policies and procedures of Gunnison County. In that regard, the Director of Public Health for Gunnison County shall be the WIC Registered Dietician's supervisor, and the Director of Public Health for Gunnison County shall address all personnel issues that may affect the other counties specified herein, <u>with consultation from the Ouray County Public Health Director and the Director of Public Health for San Miguel County.</u>

6. The term of this Agreement shall be for the period October 1, 2025, through and including September 30, 2026, unless earlier terminated as provided in Paragraph 9 below. This Agreement shall be subject to annual renewal, subject to the funding and terms of the Task Order renewal for each County with the Colorado Department of Public Health and Environment. In August of each year, the parties shall confer with one another to review the Registered Dietician agreement for the following year. Any other changes or modifications to the terms of this Agreement shall be in writing. This Agreement may be administratively renewed for additional annual terms in writing, by and among the County Managers of the respective counties, but any such Renewal or Amended Agreement with substantial or major changes may be subject to review and approval by the Board of each County.

7. Each County shall maintain its own separate case files, records and other documents required to be maintained according to any state or federal regulations for the administration of the WIC program. Each County shall remain the legal custodian of all such records and documents and shall remain a distinct entity for the purposes of any financial or other reporting requirements.

8. The WIC Director, Registered Dietician & High-Risk Counselor shall be a Gunnison County employee for insurance coverage and supervision while providing WIC Program services on behalf of San Miguel County and Ouray County pursuant to this Agreement.

The WIC Program Educator shall be an Ouray County employee as outlined in the IGA for the shared WIC Educator position between San Miguel County and Ouray County, **Exhibit B**.

9. The term of this Agreement is through September 30, 2026, and may be renewed in annual one-year increments for future years, subject to annual budget and appropriation requirements. Either County may terminate this Agreement by acting through its Board of County Commissioners. Termination shall be effective on the date specified in any termination notice, provided that a minimum of 90 days prior written notice is given to the other parties to this Agreement. If the agreement is terminated, all compensation earned prior to termination shall be paid to the Registered Dietician through Gunnison County's record-keeping protocol.

10. All notices required or permitted by any provisions of this Agreement shall be directed to Gunnison County at 220 N Spruce St, Gunnison, CO 81230; to Ouray County, attn: County Manager, at P.O. Box C, Ouray CO 81427; and San Miguel County at P.O. Box 1170, Telluride, Colorado 81435. Any

party may, at any time or from time to time, designate in writing a substitute address for that above set forth, and thereafter, notices shall be directed to such substitute address.

Any notice required hereunder shall be in writing and shall be given and be effective upon (1) delivery to any party hereto or (2) by mailing of such notice by first-class U.S. mail, addressed to any party at the address stated herein or (3) by sending it via facsimile to the number set forth herein.

11. This Agreement contains the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, that is not set forth in this writing. Except as otherwise provided herein, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties hereto.

12. The parties to this Agreement do not waive sovereign immunity, and the fiscal obligations of the Parties herein are subject to the appropriation and availability of funds.

Board of County Commissioners of Gunnison County Acting as the Board of Health

Attested by:

_____ _____

Holly Perry, Deputy County Clerk

Laura Puckett Daniels, Chair

Date: _____

Board of County Commissioners of San Miguel County Acting as the Board of Health

Attested by:

_____ _____

Carmen Warfield
San Miguel County Deputy Clerk of the Board

Lance Waring, Chair

Date: _____

Board of County Commissioners of Ouray County Acting as the Board of Health

Attested by:

_____

Damon Todd, Ouray County Clerk

_____

Jake Niece, Chair

Date: _____

_____

Kristin Kelley, Director Ouray County Public Health

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Upper Gunnison River Water Cons

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Letter of Support for UGRWCD's Community Funding Partnership Application re Tomichi Basin Stream Restoration and Irrigation Diversion Improvement Project

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\mbirnie Discharge Date: 2/12/2026

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 2/17/2026

Revised April 2015

GUNNISON COUNTY
COUNTY COMMISSIONERS

Gunnison County Board of County Commissioners
Phone: (970) 641-0248
Email: bocc@gunnisoncounty.org
Website: www.GunnisonCounty.org

February 17, 2026

Colorado River Water Conservation District
Attention: Community Funding Partnership
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81601

RE: CFP Proposal – Tomichi Basin Stream Restoration and Irrigation Diversion Improvement Project

Dear Mr. Mueller,

We are writing to express our enthusiastic support for the Upper Gunnison River Water Conservancy District's project proposal entitled, *Tomichi Basin Stream Restoration and Irrigation Diversion Improvement Project* (Project).

We have received a copy of the Community Funding Partnership (CFP) application. This project exemplifies the type of multi-beneficial water resource improvement projects that can happen under *community driven* watershed planning. This project supports agricultural production, protection of pre-compact water rights, improvements to irrigation water management and water use efficiency, and restores ecological function to Cochetopa Creek, Gunnison County, Colorado.

This project also meets the mission and strategic planning goals of the Colorado River District as well as the vision expressed to Colorado River District constituents when we overwhelmingly voted in support of Ballot Issue 7A. I am confident in the leadership and experience of the Upper Gunnison River Water Conservancy District and Trout Unlimited as well as their technical team's ability to successfully engineer and implement this project.

We urge you to give this project your full consideration and support!

Sincerely,

Gunnison County Board of Commissioners

_____	_____	_____
Laura Puckett Daniels, Chairperson	Jonathan Houck, Commissioner	Liz Smith, Commissioner

Application

Please refer to the Community Funding Partnership (CFP) Guidelines for additional information about the program, application and evaluation process, contracting requirements, and more.

I. Applicant Information

Sponsor/Applicant Name: **Upper Gunnison River Water Conservancy District**

Organization (if applicable): _____

Primary Contact Information:

Name: **Bailey Friedman**

Address: **210 West Spencer Avenue, STE A**

Phone: **970-596-1731**

e-mail: **bfriedman@ugrwcd.org**

II. Project Information

Project Name: **Tomichi Basin Stream Restoration and Irrigation Diversion Improvement Project**

Project Location (Address and County): **Gunnison and Saguache Counties**

- **South Kreuger Ditch (latitude: 38.436737, longitude: -106.762486) – Gunnison County**
- **Moran Ditch (latitude: 38.449209, longitude: -106.758263) – Gunnison County**
- **Woodcock Ranch (latitude: 38°30'51.31, longitude: 106°46'42.62) – Gunnison County**
- **Sargents No. 2 Ditch (latitude: 38°24'15.53", longitude: 106°25'22.86") – Saguache County**

See attached map (Exhibit C) for Ditch Locations. See attached map (Exhibit D) for Woodcock Ranch location.

Is your project in response to an unforeseen emergency or natural hazard such as fire or flood?

Yes No

If yes, please answer the following:

Provide a summary of the emergency which caused the repair or rehabilitation to be necessary (150 words):

Not applicable

A description, with evidence, if possible, that deferred maintenance and/or neglect was not the cause of damage to the project (150 words):

Not applicable.

Brief Project Summary (limit 150 words):

This project is a coordinated, multi-site effort to modernize aging diversion infrastructure, restore degraded stream channels, and improve watershed health across three priority reaches in the Upper Gunnison Basin. The project includes the construction of new engineered diversion structures at the Sargents No. 2 Ditch, the South Kreuger, and the Moran Ditches, replacing temporary rock dams and headgates that currently require annual manipulation of the streambed to operate. At the South Kreuger site, a fish ladder and fish monitoring scanners will improve and track aquatic organism passage. The project also restores 6,000 feet of Cochetopa Creek on the Woodcock property using low-tech process-based restoration treatments to reconnect the floodplain, reduce sediment loading, and enhance riparian and mesic habitat. Together, these improvements strengthen agricultural water reliability, support healthy rivers, and increase long-term hydrologic resilience across the Cochetopa–Tomichi watershed.

Project Timeline:

Anticipated Start Date: **April 2026**

Anticipated Completion Date: **December 2026**

Project Category(ies) Allocation: *Please identify which of the five prioritized funding categories your project requested funding will address (check all that apply):*

☒ *Productive Agriculture* ☒ *Infrastructure* ☒ *Healthy Rivers*

☒ *Watershed Health and Water Quality* ☒ *Conservation and Efficiency*

Describe how the project objectives fit within the category(ies) selected above, and if multiple categories, identify approximate percentage allocation of the project to each category:

- **Productive Agriculture**
  - **This project improves agricultural water management across multiple diversions in the Cochetopa-Tomichi watershed by replacing inadequate or temporary diversion structures with engineered, permanent structures.**
  - **Restoration activities will enhance soil moisture, support healthier forage production, and increase the resilience of working lands.**
- **Infrastructure**
  - **Collectively, these upgrades replace improvised or deteriorating systems with durable, long-lasting, and engineered solutions that improve operational reliability and reduce long-term maintenance needs.**
- **Healthy Rivers**
  - **This project restores stream function across multiple reaches by stabilizing eroding banks, reducing sediment loading, and improving channel form.**
  - **Restoration practices increase habitat complexity, support cooler-late season water temperatures, and improve aquatic habitat.**
  - **The installation of a fish ladder on the South Krueger structure restores fish passage, improving habitat connectivity throughout the watershed.**
- **Watershed Health and Water Quality**
  - **Eliminating the annual rock-dam reconstruction and channel manipulation reduces erosion, sediment loading, and bank instability, improving water quality.**
  - **Floodplain reconnection and bank restoration practices such as low-tech process-based restoration (LTPBR) increase groundwater recharge, enhance riparian vegetation, and strengthen hydrologic resilience.**
  - **These combined efforts improve long-term watershed health by restoring natural processes and reducing chronic sources of degradation.**
- **Conservation and Efficiency**
  - **Irrigators will have consistent access to their decreed water rights, reducing labor demands, and eliminating the need for annual channel manipulation.**
  - **Cochetopa Creek stream restoration activities on Woodcock Ranch will reduce bank erosion, dissipate energy, and encourage establishment and use of historical oxbows, increase ground-water infiltration in irrigated fields, reduce temperatures and evaporative losses, support late-season base flows, and improve aquatic and terrestrial habitat.**

Project Partners: *List all partners involved with this project and their role in the proposed project.*

- **UGRWCD**
    - Project sponsor and fiscal agent providing overall coordination, grant administration, and project management. Facilitation of landowner engagement, oversight of implementation across all sites.
- **Trout Unlimited (TU)**
    - Lead restoration and implementation partner supporting design, coordination, construction, and monitoring. TU provides technical expertise in infrastructure, fish-passage improvements, and project management.
- **Applegate Group, Inc.**
    - Engineering partner responsible for hydrologic modeling, engineered diversion designs, construction specifications, and construction oversight for diversion-related components of the projects.
- **River Restoration, Inc.**
    - Design consultant supporting restoration design and permitting assistance.
- **Colorado Parks and Wildlife (CPW)**
    - Technical partner providing input in fish passage design, support in installation of fish-passage scanners, and oversight in fish pit-tagging operations.
- **Landowners / Water Right Holders**
    - Lance Krueger (South Krueger and Moran ditches)
    - Rhodes Family (Sargents No. 2 Ditch
    - Jim Woodcock and Tom Speeze (Woodcock Ranch)

Project Description and Tasks: *Provide a detailed description of the project including anticipated tasks and project milestones (ie study completion, permitting, design). For each task, please provide anticipated start and end dates. Attach additional documentation to the application if necessary. Identify any water rights associated with the project and the record owner of those water rights.*

This project bundle is a coordinated, multi-site effort to modernize aging agricultural diversion infrastructure, restore degraded stream channels, and improve watershed health across three priority reaches in the Upper Gunnison Basin. The bundle includes: (1) construction of a new engineered diversion structure, headgate, and streambank restoration at the Sargents No. 2 Ditch; (2) installation of two modern diversion structures at the South Kreuger and Moran Ditches;, (3) the installation of an innovative and cost-effective fish ladder on the South Krueger Ditch, and (4) restoration of 6,000 feet of Cochetopa Creek on the Woodcock property.

Together, these projects address chronic channel instability, sediment loading, fish-passage barriers, and inefficient irrigation systems that currently require annual manipulation of the streambed. Each site has completed or is completing Phase 1 engineering and design, making the bundle shovel-ready for construction in 2026. The combined effort strengthens agricultural water reliability, improves ecological connectivity, enhances mesic and riparian habitat, and restores natural stream and floodplain processes across a connected watershed corridor.

This integrated approach reflects the priorities identified in the UGRWCD Watershed Management Plan and the Gunnison Basin Implementation Plan, both of which call for coordinated, multi-benefit restoration and irrigation modernization across the Cochetopa–Tomichi system. By bundling these projects, UGRWCD, Trout Unlimited, and partner landowners can leverage shared contractors, design teams, permitting pathways, and monitoring frameworks to maximize cost-effectiveness and ecological impact.

Tasks are as follows:

1. **Krueger Ranch Ditch Improvement and Fish Passage**
    A. Engineering Design and Construction Inspection
    B. Infrastructure Materials
    C. Fish Ladder Materials and Installation
    D. Pipe Materials and Installation
    E. Installation and Construction
2. **Woodcock Ranch Restoration**
    A. Design and Planning (*completed*)
    B. Construction and Restoration Work
    C. Monitoring (baseline assessments including temperature and channel width/depth ratios, channel cross sections, and vegetation inventory)
3. **Sargents No. 2 Ditch Improvement and Bank Restoration**
    A. Construction Materials
    B. Excavation and Labor
4. **Grant Administration and Project Management (**Financial management, invoice processing, contracting, expense and in-kind match tracking, final reporting preparation, photo documentation, presence during inspections, education and outreach, fish data collection).
    A. Kruger Fish Ladder Use Monitoring (fish pit-tagging activities, tag scanner battery changes, data collection, data organization and interpretation).
    B. Kreuger Project Management
    C. Woodcock Ranch Project Management
    D. Sargent's No. 2 Ditch Project Management

Project Success and Deliverables: *Please describe anticipated project deliverables and any measurable results of your project (ie AF of storage, efficiency savings/elimination of system losses, ft of stream protected, etc)*

Together, these actions promote conservation-minded water use while maintaining productive agriculture and improving watershed function.

Success across the bundle will be demonstrated by reliable delivery of pre-compact and post-compact irrigation water rights, restored channel stability, improved fish passage, and enhanced riparian and wet-meadow function across multiple reaches of Cochetopa and Tomichi Creeks.

Projects will result in:

- Approximately 6,000 linear feet of Cochetopa Creek and approximately 200 feet on Tomichi Creek.
- Three new diversion structures.
- One new flume.
- One aquatic organism passage.
- Protection of two pre-compact and two post-compact water rights.
- At least a 50% reduction in labor demands.
- A 15-20% increase in irrigation efficiency across approximately 76 acres.
- Elimination of yearly channel manipulation.
- Approximately 3 acres of wetland/riparian habitat restoration not directly on-stream banks.

Deliverables will include:

- Final engineering designs
- Final engineering inspections
- Final closeout report
- Photos
- South Krueger Fish Passage monitoring report.

Operations and Maintenance: *Please describe existing and planned operations and maintenance associated with the project (if relevant). How does this project impact operational costs? If operational costs are expected to increase, describe long-term plans to cover ongoing expenses.*

Long-term O&M responsibilities will remain with the participating landowners, who already manage these systems and are well-positioned to monitor conditions and address minor needs as they arise. No increase in operational costs is anticipated, and overall maintenance requirements are expected to decrease substantially because of the improvements. UGRWCD and TU staff will be available to provide technical assistance to ensure irrigation infrastructure and restoration practices are functioning correctly.

Anticipated Permitting Required for this Project: *Please describe any anticipated permitting requirements (include any local, state, federal or other permits anticipated and/or required for this project and the status of each permit at the time of application.)*

Anticipated permits include a USACE Nationwide 27 for the Woodcock Ranch restoration. This will be applied for in the Spring of 2026.

No permits are anticipated for the diversion structures as these qualify as exempt under USACE guidance.

III. Project Budget and Funding

Total Project Cost: $291,963.06

Requested Contribution from River District: $74,000 (25% of total cost)

Project Budget/Funding: *Please complete and attach the CFP budget worksheet in alignment with the tasks identified in the project description, including which funding sources and type (in-kind or cash) are being applied to each task. Attach additional documentation if appropriate.*

Please provide a brief budget narrative. Include a description of in-kind services (if applicable). Additionally, include any potential changes, timeline to secure additional funding needs, unforeseen influencing factors, and other details not included in the budget worksheet:

See attached CFP Budget Worksheet (Exhibit A). Also see attached Full Budget Breakdown Worksheet (Exhibit B).

This CFP request will support the development of engineered designs, construction specifications, the engineer's final inspection reports, the implementation of engineered infrastructure and restoration designs, and project success monitoring. Matching fund requests come from landowners/water right holders, Gunnison River Basin Roundtable Water Supply Reserve Funding (WSRF), the UGRWCD Grant Program, TU, Colorado Water Conservation Board Water Plan Grant (WPG), and National Fish and Wildlife Foundation (NFWF) RESTORE Colorado funding. All funds are secured except for NFWF RESTORE and UGRWCD District Grant Program – award announcements for both will be made in March 2026 and are anticipated. All implementations will occur during 2026. Fish passage monitoring will extend into 2027.

Project Funding Status:

- **CWCB/GBRT WSRF**
  - Recommendation for funding received in January 2026 from GBRT. CWCB official approval anticipated May 2026.
- **NFWF RESTORE**
  - Received unofficial notification in January 2026 of committee recommendation to award. Official notice anticipated in March 2026.
- **UGRWCD Grant Program**
  - Application review will occur in late February 2026. Award announcements will be made in March 2026.
- **CWCB CWP Grant**
  - Award secured and granted to TU for projects.

- **CWCB WRF**
    - Award secured and granted to UGRWCD.
- **TU NRCS RCPP**
    - Funding committed.
- **TU Cash**
    - Funding committed.
- **TU In-Kind Services**
    - In-kind services will include project management, engineer and landowner coordination, fish-pit tagging (South Krueger Ditch), and assistance in final inspections.
- **UGRWCD In-Kind Services**
    - In-kind services will include grant management (i.e., financial management, contract administration, reporting, inspections, monitoring, data review, fish pit-tagging).

- **Krueger Ranch Project**
    - Total Project Cost = $72,500.00
        - Total Match = $54,500
        - **CFP Request = $18,000**
- **Woodcock Ranch Restoration**
    - Total Project Cost = $112,000
        - Total Match = $86,000
        - **CFP Request = $26,000**
- **Sargents No. 2 Construction**
    - Total Project Cost = $95,000
        - Total Match = $65,000
        - **CFP Request = $30,000**
- **Grant Administration and Project Management**
    - Total Project Cost = **$12,463.06**
        - Total Match = $12,463.06
        - **CFP Request = $0**

Overall project budget is as follows:

- **Total Cost = $291,963.06**
- **Total Match = $217,463.06**
- **Total CFP Request = $74,000**

Please describe planned efforts to meet the project budget. Should budget be exceeded please describe plan to cover additional costs.

UGRWCD is confident in the engineering estimations provided by Applegate, but should the project exceed estimated costs, both organizations (UGRWCD and TU) will work together to secure additional funding either from the landowners, through our District Grant Program or from other grant resources.

Project Funding Distributions/Sequence of Payments: *Please review the standard method for funding distributions outlined in the CFP Program Guidelines document.*

☒ I have read and understand the CRD's standard disbursement method for the Community Funding Partnership Contract

If the standard funding schedule does not work, please provide a detailed explanation why and what the preferred method of distribution of funds is for the applicant.

The standard funding schedule will work.

IV. Local Community Support

Please attach letters of support from the board(s) of county commissioners in which the county(ies) the project is located and/or water from the project will be utilized, and where appropriate, the governing board of the municipality(ies) in which the project is located. Should a letter of support not be available from the appropriate local government(s), project proponent should provide detailed explanation of the reasons.

Status of Letters of Support:

- Landowners / Water Right Holders
  - Jim Woodcock
  - Rhodes family
  - Krueger family
- Trout Unlimited
- UGRWCD
- CPW
- Gunnison County
  - Anticipate signing on 2/17/2026
- Saguache County
  - Anticipate signing on 2/18/2026

V. Colorado River District Mission Alignment

Please review the Colorado River District Mission Statement, Strategic Plan and Partnership Projects Funding Program Framework. Describe how your project aligns with and supports the mission and strategic goals of the River District.

- **CRWCD Mission Alignment**

    - Protects and enhances water resources in the Upper Gunnison River Basin.
    - Improves agriculture water management.
    - Restores the natural stream and floodplain processes that support long-term water supply reliability.
    - Reduces erosion and sediment transport, protecting downstream water quality.
    - Supports ecological health and mesic wet meadow habitat important to local wildlife and the community.
- **CRWCD Strategic Plan Alignment**
    - **Focus Area 1 – Community Protection**
        - Protects agricultural water users by stabilizing eroding banks and reducing channel migration that threatens fields, fences, and irrigation infrastructure.
        - Improves reliability of irrigation return flows by reconnecting the floodplain and slowing water across the valley bottom, supporting long-term agricultural viability.
        - Reduces sediment loading and erosion, protecting downstream water quality and reducing risks to other water users.
    - **Focus Area 2 – Trusted Resource**
        - Generates new watershed data related to stream temperature, channel dimensions, riparian condition, aquatic organism passage that supports science-based and informed decision making by the Colorado River District.
        - Demonstrates effective low-tech restoration methods (LTPBR, willow bundles, toe wood) that can be replicated on other similar degraded reaches in the basin.
        - Builds upon collaborative relationships among TU, USFWS, UGRWCD, CRWCD and local landowners—aligning with the District's emphasis on multi-partner, community-driven projects.
    - **Focus Area 3 – Recognized Leader on Colorado River Matters**
        - Restores hydrologic resilience in a critical headwater tributary, contributing to basin wide goals of improving watershed health and climate resilience.
        - Enhances mesic habitat important for threatened Gunnison sage grouse, aligning with regional conservation priorities and demonstrating leadership in multi-benefit restoration.
        - Supports long term water supply sustainability by increasing groundwater recharge, improving late season baseflows, and reducing channel incision.
        - Advances integrated water management by delivering simultaneous benefits to agriculture, wildlife, and river health—exactly the type of multi-benefit projects the District prioritizes.
- **CFP Framework Alignment**
    - This project delivers multi-benefit outcomes that supports the goals of productive agriculture, infrastructure, healthy rivers, watershed health, aquatic organism passage and conservation-minded water use.

VI. Project Risk Analysis

What precautions are being taken to mitigate potential project failures?

URGWCD contracted with Applegate Group to perform a prefeasibility engineering estimate and cost estimation. This information helps both the producer and engineer know that they are on the same page regarding the water resource issues identified, potential solutions discussed to address the problems, and associated costs.

UGRWCD will contract with Applegate Group at the request of the water right holder to develop the full engineered design, construction specifications, and performance of construction inspections during and at project completion.

UGRWCD will work with closely the water right holders to ensure project success and implementation.

Is there anything in this project that may cause potential injury to vested absolute water rights? If yes, please explain. Yes No

Will this project potentially cause reduced return flows with any potential negative effects? If yes, please explain. Yes No

VII. Additional Factors for Evaluation

Does this project preserve pre-Compact (i.e. appropriation date 1922 or earlier) water rights? Explain. Yes No

Water Rights are as follows:

- **Krueger Ranch**
  - Moran Ditch
    - 1.1 cfs adjudicated in 1904 – 53.5 irrigated acres
  - South Kreuger Ditch
    - 9.9 cfs adjudicated 1934 and 1943 – 7 irrigated acres
- **Sargents No. 2 Ditch**
  - 1.2 cfs adjudicated in 1918 – 16 irrigated acres

The project on Woodcock Ranch does not involve irrigation diversion infrastructure work.

Does this project have potential to cause injury to other water users? Yes No
Explain.

Improvements to irrigation infrastructure are not likely to cause injury to downstream water right holders but will allow the senior rights to exercise their full right.

How does this funding request enhance the project's long-term viability?

By investing in these projects, the CRWCD supports improvements that will reduce future maintenance needs, protect water rights, and sustain ecological and agricultural benefits for decades.

Does this project promote innovation within a water use sector? Yes No
Explain.

The South Krueger Ditch diversion structure will incorporate a low-cost, prefabricated fish passage design. Many barriers to fish passage are present throughout the Upper Gunnison River Basin. UGRWCD will fish utilization of the passage determine its success via pit-tagging and installing tag scanners on the ladder. This project has demonstration value, and the hope is that the fish passage will be a cost-effective structure that can be incorporated into future and existing structures across the CRWCD boundary.

Does this project or funding request develop applied research, science and data beneficial to the mission and strategic goals of the District? Yes No

The South Krueger Ditch diversion structure will incorporate a low-cost, prefabricated fish passage design. This project has demonstration value, and the hope is that the fish passage will be a cost-effective structure that can be incorporated into future and existing structures across the CRWCD boundary.

VIII. Insurance

Please review the minimum insurance requirements for a funding agreement which are outlined in the CFP Program Guidelines document.

Please acknowledge that you have read and understand the insurance requirements.

☒ I have read and understand the CRD's standard insurance requirements for the Community Funding Partnership Contract

If you believe that extenuating circumstances or hardships exist that prevent you from fulfilling this requirement, please explain.

Signature of Applicant Date

Completed application and supporting documentation should be submitted by e-mail to partnerfunding@crwcd.org.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Discussion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

1)The 2023 and 2024 Petition for Abatement is approved in part for account R074074.
2)Agent:

Fiscal Impact:

Submitted by: Heather MacDonald **Submitter's Email Address:** hmacdonald@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/6/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/6/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/9/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 2/17/2026

Revised April 2015

RECEIVED
SEP 29 2025
BY: Via Email
(Use Assessor's or Commissioners' Date Stamp)

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Gunnison

Date Received _____

Section I: Petitioner, please complete Section I only.

Date: September 29, 2025
Month Day Year

Petitioner's Name: Gunnison Secure Storage LLC

Petitioner's Mailing Address: c/o Sterling Property Tax Specialists, Inc., 950 So. Cherry Street, #320

Denver (City or Town) CO (State) 80246 (Zip Code)

SCHEDULE OR PARCEL NUMBER(S): R074074

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY: 1018 Hwy 135 Unit A-C

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2023 and 2024 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Please see attached.

Petitioner's estimate of value: $ 1,846,200 (Value) (2023 Year) and $ 1,846,200 (Value) (2024 Year)

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

_____ Phone Number (____) _____ Email _____
Petitioner's Signature

By /s/ Darla Jaramillo Phone Number (303) 757-8865 Email nina@sterlingpts.com
Agent's Signature* By: Darla Jaramillo for Sterling Property Tax Specialists, Inc.

*Letter of agency must be attached when petition is submitted by an agent.

The assessed value and resulting tax amounts are calculated from the adjusted actual value. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S.,denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:

Assessor's Recommendation
(For Assessor's Use Only)

Tax Year 2023

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	4082,920	85,000	3,997,920	27.9%/6.7%	984,550	55.22	54,366.85
Corrected	3,835,900	85,000	3,750,900	27.9%/6.7%	968,010	55.22	53,453.51
Abate/Refund	247,020	—	247,020	27.9%/6.7%	16,540	55.22	913.34

Tax Year 2024

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	4082,920	85,000	3,997,920	27.9%/6.7%	984,550	56.089	55,222.42
Corrected	3,835,900	85,000	3,750,900	27.9%/6.7%	968,010	56.089	54,294.71
Abate/Refund	247,020	—	247,020	27.9%/6.7%	16,540	56.089	927.71

☒ **Assessor recommends approval as outlined above.**

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2023 **Protest?** ☒ **No** ☐ **Yes (If a protest was filed, please attach a copy of the NOD.)**

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

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

Alexandra Cohen
Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/15

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C R S shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor as appropriate, within six months of the date of filing such petition, § 39-1-113(1 7) C R S

Section III: **Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to $10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of $10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1 5), C R S

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

Tax Year_____

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original							
Corrected							
Abate/Refund							

Tax Year_____

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original							
Corrected							
Abate/Refund							

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable Please contact the County Treasurer for full payment information

Petitioner Signature:_____ **Date:**_____

Assessor's or Deputy Assessor's Signature: _____ **Date:**_____

Section IV: **Decision of the County Commissioners**

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on (month/day/year)_____/_____/_____, at which meeting there were present the following members _____with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ ***(being present--not present)*** and Petitioner_____

Name Name

(being present--not present), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board ***(agrees--does not agree)*** with the recommendation of the Assessor and the petition be ***(approved--approved in part--denied)*** with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund

_____

Chairperson of the Board of County Commissioners' Signature

I, _____County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of_____, _____.

Month Year

_____

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than $10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review

Section V: **Action of the Property Tax Administrator**

(For all abatements greater than $10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

☐ Approved ☐ Approved in part $_____ ☐ Denied for the following reason(s):

_____ _____ _____

Secretary's Signature Property Tax Administrator's Signature Date

LETTER OF AUTHORIZATION

June 22, 2023

Sterling Property Tax Specialists, Inc.
950 South Cherry Street, Suite 320
Denver, Colorado 80246

RE: 2023 and 2024 Property Tax Assessment Matters

Gentlemen:

The undersigned, as owner(s) of property located in Gunnison County, Colorado, at SEE ATTACHED, and more particularly described on Assessor's Notice of Valuation, Schedule No(s). SEE ATTACHED hereby authorizes Sterling Property Tax Specialists, Inc. and Goldstein Law Firm, LLC, to act as agent on my behalf regarding all 2023 and 2024 property tax assessment matters and obtain any and all documents relating thereto and file any protests necessary. This Authorization shall be effective as of the date set forth above.

GUNNISON SECURE STORAGE LLC

By: _____

Printed Name: Ahren Cattles

Title: Managing Member

Telephone: [redacted]

Appraiser Testimony to the Board
Abatement Petition – 1018 Hwy 135 (Gunnison County)R074074 Tax Years 2023–2024

John Zimmerman, ValueWest, Inc Commercial Appraiser for the Gunnison County Assessor's Office

Purpose of Testimony

- Present the Assessor's professional response to the Abatement Petition.
- Explain why the Petitioner has not met the statutory burden of proof.
- Provide legal and appraisal grounding for denying the abatement.

Burden of Proof – Colorado Law

- Under C.R.S. §39-10-114, the Assessor's value is presumed correct.
- The burden rests entirely on the Petitioner to prove the value is incorrect, illegal, or erroneous.
- Presenting an alternative appraisal opinion does not meet this burden.

Key Case Law Supporting Burden of Proof

- Board of Assessment Appeals v. E.E. Sonnenberg & Sons, Inc. (Colo. 1990): Competing opinions do not overcome the presumption of correctness.
- Gypsum Creek Ranch v. Eagle County BOE (Colo. App. 2003): Methodology differences alone are insufficient.
- Abatement relief is extraordinary and not a reconsideration of value.

Fee Simple Requirement

- Colorado law requires valuation of the fee simple estate.
- Fee simple valuation excludes leases, financing terms, and ownership strategy.
- The income approach must reflect stabilized market income, not investment value.

Improper Use of Lease-Up Discounts

- Lease-up discounts reflect developer or investor risk, not real property value.
- Temporary vacancy is addressed through market vacancy and collection loss.
- Applying both vacancy and lease-up discounts double-counts risk.

Entrepreneurial Profit is Not Taxable Value

- Entrepreneurial profit represents ownership incentive, not real estate.
- Including it converts fee simple value into enterprise or investment value.
- Colorado ad valorem practice excludes entrepreneurial profit.

Uniformity Considerations

- Allowing lease-up discounts would cause identical buildings to be assessed differently.
- Assessment must be uniform regardless of ownership strategy.
- Uniformity is constitutionally required in Colorado.

Recommendation to the Board

- The Petitioner failed to meet the statutory burden of proof.
- Requested adjustments reflect investment and enterprise value.
- I recommend denial of the commercial portion of the Abatement Petition for tax years 2023 and 2024.

VALUATION SUPPORT & METHODOLOGY DEFICIENCIES

Purpose:
This document is provided solely in the event the Board wishes to consider valuation issues beyond the threshold burden-of-proof determination.

1. Use of Unstabilized Income

- The petitioner's revised analysis relies on lease-up assumptions reflecting temporary vacancy associated with newly constructed space. This reflects **subject-specific timing and management conditions**, not market-typical performance.
- For ad valorem purposes, the correct standard is **stabilized income** — i.e., income typical of the market for comparable properties, assuming normal occupancy and operations.

- **2.** Improper Use of Lease-Up / DCF Concepts
- Lease-up modeling and discounted cash flow analysis:
- Value **cash-flow timing**, not market value
- Embed **risk**
- Reflect **owner-specific circumstances**
- Are appropriate for investment analysis, **not tax equalization**
- Applying these techniques would result in **unequal treatment** of similarly situated properties based solely on construction timing or leasing strategy.

- **3.** Omission of Income from Existing Improvements
- Even if a stabilized approach were applied, the petitioner's original valuation fails to account for income potential from **existing improvements in place as of the lien date**, including approximately **15,000 square feet of commercial space** constructed in 2022.
- This omission materially understates market value.

- **4.** Assessor's Valuation Reflects Correct Standard
- The Assessor's valuation:
- Reflects **property characteristics as of the lien dates**
- Applies **market-derived stabilized income**
- Avoids lease-up discounts, absorption modeling, and DCF techniques
- Ensures **uniformity and equalization** across comparable commercial properties
- This approach is consistent with Colorado law, appraisal standards, and mass appraisal principles.

Conclusion

- Even if the Board were to set aside the burden-of-proof failure, the petitioner's valuation analyses:
- Are based on incomplete and incorrect inputs, and
- Employ valuation methods that are **not appropriate for ad valorem taxation**
- The Assessor's valuation therefore represents the **most credible and legally supportable estimate of market value**.

Appraiser Testimony to the Gunnison County Board of Commissioners

Abatement Petition – 1018 Hwy 135 (Gunnison County) R074074 Tax Years 2023–2024

Robert Blackett, Gunnison County Assessor's Office – Appraiser III

- Physical inspection November 25, 2025, performed by Robert Blackett and John Zimmerman.
- The Residential Duplex improvement requires that the Condition Rating be lowered from Excellent to Good.
- The Residential Duplex is Deed Restricted as "Eligible Household" only. Residential Housing Restrictive Covenant recorded in Gunnison County at reception number 649866. This deed restriction is now recognized for valuation.

2023/2024 Original Residential Actual Valuation:	$4,082,920
2023/2024 Recommended Residential Actual Valuation:	$3,835,900

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for February 17, 2026
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE OPTION BELOW)

9:00 am

- Call to Order; Agenda Review

- Minutes Approval
  1. December 16, 2025

- Gunnison/Hinsdale Board of Human Services 2026 Draft Meeting Topics

- Program Updates:
  1. Child Support Services (CSS) Overview & Update

- Legislative Updates:
  1. Human Services Model Proposal Update
  2. Current Status on Key Bills

- Next Meeting: April 21, 2026

10:00 am

- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at https://www.gunnisoncounty.org/640/Gunnison-Hinsdale-Board-of-Human-Service prior to the meeting.

ZOOM MEETING DETAILS:
Join Zoom Meeting: https://gunnisoncounty-org.zoom.us/j/89798905619
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft 12/16/25 Human Services Minutes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The draft 12/16/25 Board of Human Services 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\mbirnie Discharge Date: 1/30/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 2/17/2026

Revised April 2015

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
December 16, 2025

The December 16, 2025 meeting of the Gunnison/Hinsdale Board of Human Services 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
Greg Levine, Commissioner (ABSENT)
Liz Smith, Commissioner
Jonathan Houck, Commissioner

Joni Reynolds, Assistant County Manager for Health and Human Services
Matthew Birnie, County Manager
Katherine Haase, Clerk to the Board
Other Persons Present as Listed in Text

CALL TO ORDER: Chairperson Puckett Daniels called the meeting to order at 11:30 am. Family Services Supervisor Laura Rascon and Health and Human Services Deputy Director Brad Wheaton were present for discussion.

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL:

1. October 21, 2025 Regular Meeting. **MOVED** by Commissioner Smith, seconded by Commissioner Houck to approve the Gunnison/Hinsdale Board of Human Services meeting minutes for October 21, 2025 as presented. Motion carried unanimously.

PROGRAM UPDATES:

1. Child Welfare Update. FSS Rascon read the definitions from the handout titled, "Program Areas as Defined in Volume 7", which is a section of the Colorado Code of Regulations that outline the rules and policies for social services, primarily focusing on child welfare and childcare facilities within the Colorado Department of Human Services. Her teams perform work in support of Program Area 3 (Prevention and Intervention Services to Children, Youth and Families at Risk of Involvement with Child Welfare), Program Area 4 (Youth in Conflict), and Program Area 6 (Children and Families in Need of Specialized Services). However, she noted that Program Area 5 (Children in Need of Protection) is her team's primary focus. The lack of prevention data relative to Program Area 3 has been problematic, because it tends to result in decreased State funding for prevention. Funding formulas utilized by the State have also been problematic. Gunnison County receives flat funding from the State which, when combined with funding from Gunnison County and other sources, has met the community's needs. CM Birnie noted that, through our conservative fiscal practices, we have had the ability to provide some backfill, but that also has limits. AMC Reynolds will think about who might be most appropriate from her team to represent Gunnison County in the discussions taking place on the front range.

2026 AGENDA MEETING PLANNING: ACM Reynolds stated that she would be reaching out to the individual commissioners to share information and create annual meeting plans for the Gunnison/Hinsdale Board of Human Services and the Gunnison County Board of Health. Chairperson Puckett Daniels opined that the Board of Health might need to meet more frequently, given the flux happening at the State and Federal levels, and ACM Reynolds agreed that approach might be helpful. As well, more frequent updates might be scheduled on the Board of County Commissioners' agendas in lieu of the Gunnison/Hinsdale Board of Human Services agendas to ensure that information is shared in a timely fashion.

NEXT MEETING: The next meeting was scheduled for February 17, 2026.

ADJOURN: Chairperson Puckett Daniels adjourned the Gunnison/Hinsdale Board of Human Services meeting at 12:02 pm.

Minutes Prepared By:

_____
Katherine Haase, Clerk to the Board

Minutes Approved (insert date):

_____
Laura Puckett Daniels, Chairperson

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison/Hinsdale Board of Human Services 2026 Dra

Action Requested: Discussion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Gunnison Hinsdale Board of Human Services draft agenda and meeting topics

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\mbirnie Discharge Date: 2/9/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 2/17/2026

Revised April 2015

2026 Gunnison/Hinsdale Board of Human Services Meeting Topics

Meeting Date	Meeting Topics
February 17, 2026	**2026 BOHS meeting agenda planning** **Program updates:** Child Support Services (CSS) overview & update **Legislative Updates:** Human Services model proposal update Current status on other key bills
April 21, 2026	**Finance update** **Program updates:** **Legislative and Other updates:** Human Services model proposal update Current status on other key bills
June 16, 2026	**Program updates:** Adult Protection Services Community Service Block Grant (CSBG) program **Other updates:** Human Services model proposal update Current status on other key bills
August 18, 2026	**Program updates:** Early Childhood Services overview and updates/LCO/UPK/CCCAP **Other updates:**
October 20, 2026	**Finance update** **Program updates:**
December 15, 2026	**Program updates:** TBD **Other updates:** TBD **2027 BOHS meeting agenda planning**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Child Support Services (CSS) Overview & Update

Action Requested: Discussion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Attached are the documents for the HHS Child Support program update

Fiscal Impact:

Submitted by: Brad Wheaton **Submitter's Email Address:** bradford.wheaton@state.co.us

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\mbirnie Discharge Date: 2/12/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20

Agenda Date: 2/17/2026

Revised April 2015

GUNNISON COUNTY
HEALTH & HUMAN SERVICES

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

Gunnison/Hinsdale Board of Human Services

Child Support Service Update 2/17/2026

Child Support Services Specialist: Shelley Tucker

Gunnison Cases: 168

Hinsdale Cases: 4

Policy/Program Updates:

- Math4Law - one worksheet instead of two
  - New system to run guideline worksheets
  - No longer have in ACSES
  - Training for the system took place 02/09/2026
  - Is to be updated to reflect closer to the rising cost of living and give credit to less overnights

- Updates have been made to the documents that we generate to reflect updated wording.

- New C-Stat Measure beginning March 1, 2026
  - Monitoring the length of time it takes to get a new order up.
  - Have not made the decision of what that is going to look like at this time.

Current Child Support Collected FFY (Federal Fiscal Year)

- State Goal is 65%
- Gunnison average is 64% - collected $406,414.00 (up 1% from last FFY)
- Hinsdale average is 77%- collected $27,204.00 (up 6% from last FFY)
- Total collected for Gunnison and Hinsdale Counties $553,763.00 (including FIDM, Federal and State intercepts)

GUNNISON COUNTY
HEALTH & HUMAN SERVICES

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

AD HOC DASHBOARD SPREADSHEET: (See attachment)

Timeliness of Case Initiation

- State Goal was (January to September 2025 80%, and October to December 2025 92%)
- Gunnison's average is 100%
- Hinsdale has not had any new cases this year

Timeliness of Review and Adjustment …Judicial

- State Goal is 90% and Gunnison is 87.5%

Disbursements on Hold

- State Goal is <4.2%
- Gunnison is at 3.3%
- Hinsdale is at 0%

COUNTY C-STAT DASHBOARD

GUNNISON

	JAN25	FEB25	MAR25	APR25	MAY25	JUN25	JUL25	AUG25	SEP25	OCT25	NOV25	DEC25	MISS BY	AVG	NUM DEN
Economic Security															
CSS Timeliness of Case Initiation	N/A	100	100	100	100	100	N/A	100	100	100	N/A	N/A		100	12
(Goal >=92%) Oct-Dec 2025; (Goal >=80%) Jan-Sep 2025		1 / 1	1 / 1	2 / 2	2 / 2	2 / 2		1 / 1	1 / 1	2 / 2					12
CSS Timeliness of Review and Adjustment, Administrative Process Action (APA)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100	N/A	N/A	100		100	2
(Goal >=95%)									1 / 1			1 / 1			2
CSS Timeliness of Review and Adjustment, Judicial	100	N/A	100	100	N/A	N/A	N/A	N/A	100	N/A	67	N/A		88	7
(Goal >=90%)	1 / 1		1 / 1	2 / 2					1 / 1		2 / 3				8
DEWS Timeliness of New Adult Financial Applications	100	100	100	100	100	100	100	100	100	100	100	100		100	55
(Goal >=95%)	3 / 3	3 / 3	8 / 8	3 / 3	4 / 4	3 / 3	6 / 6	2 / 2	5 / 5	6 / 6	6 / 6	6 / 6			55
DEWS Timeliness of New Colorado Works Applications	100	100	100	100	100	100	100	N/A	100	100	100	100		100	70
(Goal >=95%)	7 / 7	4 / 4	3 / 3	8 / 8	7 / 7	5 / 5	5 / 5		12 / 12	8 / 8	4 / 4	7 / 7			70
DEWS Timeliness of Redetermination (RRR) Adult Financial Applications	100	N/A	N/A	N/A	100	N/A	100	100	N/A	100	100	100		100	15
(Goal >=95%)	6 / 6				2 / 2		1 / 1	1 / 1		1 / 1	2 / 2	2 / 2			15
DEWS Timeliness of Redetermination (RRR) Colorado Works Applications	100	100	100	100	100	100	100	100	100	100	100	100		100	34
(Goal >=95%)	1 / 1	3 / 3	1 / 1	2 / 2	6 / 6	4 / 4	3 / 3	2 / 2	1 / 1	4 / 4	4 / 4	3 / 3			34
FEAD SNAP Application Processing Time (APT)	100	97	100	100	100	100	100	100	98	100	100	97		99	411
(Goal >=95%)	46 / 46	37 / 38	25 / 25	34 / 34	38 / 38	33 / 33	32 / 32	25 / 25	39 / 40	44 / 44	21 / 21	37 / 38			414
FEAD SNAP Case & Procedural Error Rate (CAPER)	N/A	0	N/A	N/A	N/A	N/A	N/A	N/A						0	0
(Goal <=21%)		0 / 1													1
FEAD SNAP Case & Procedural Error Rate (CAPER) FFYTD	N/A	0	0	0	0	0	0	0							
(Goal <=21%)		0 / 1	0 / 1	0 / 1	0 / 1	0 / 1	0 / 1	0 / 1							
FEAD SNAP Payment Error Rate (PER) FFYTD	24	24	24	24	24	24	24	24							
(Goal <=5.9%)	193 / 800	193 / 800	193 / 800	193 / 800	193 / 800	193 / 800	193 / 800	193 / 800					146		
FEAD SNAP Recertification Processing Timeliness (RPT)	92	96	93	100	98	100	98	94	100	100	N/A	95		97	520
(Goal >=95%)	47 / 51	52 / 54	40 / 43	65 / 65	45 / 46	49 / 49	54 / 55	31 / 33	37 / 37	48 / 48		52 / 55			536
Safety															
APS Timeliness of Monthly Contacts	100	100	100	100	100	100	100	100	100	100	80	100		98	43
(Goal >=95%)	6 / 6	4 / 4	2 / 2	2 / 2	4 / 4	2 / 2	1 / 1	6 / 6	3 / 3	4 / 4	4 / 5	5 / 5			44

COUNTY C-STAT DASHBOARD

GUNNISON	JAN25	FEB25	MAR25	APR25	MAY25	JUN25	JUL25	AUG25	SEP25	OCT25	NOV25	DEC25	MISS BY	AVG	NUM DEN
Safety															
DCW Safety Assessments Completed 30 Days Prior to Reunification	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				0	0
(Goal >=25%)	0 / 1														1
DCW Timeliness of Initial Response to Abuse Neglect Assessments (Rolling Timeframes)	100	100	100	100	66.7	100	83.3	100	100	100				96.4	53
(Goal >=88.7%) Sep-Dec 2025; (Goal >=84.3%) Jan-Aug 2025	3 / 3	2 / 2	1 / 1	14 / 14	2 / 3	5 / 5	5 / 6	5 / 5	2 / 2	14 / 14					55
Well-Being															
DCW Family Engagement Meetings (FEM) at Reunification	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				0	0
(Goal >=66%)	0 / 1														1
DCW Father Engagement Contacts Required Monthly	50	25	50	50	75	80	80	60	75	100				66.7	26
(Goal >=35%)	2 / 4	1 / 4	1 / 2	1 / 2	3 / 4	4 / 5	4 / 5	3 / 5	3 / 4	4 / 4					39

COLORADO
Department of Human Services

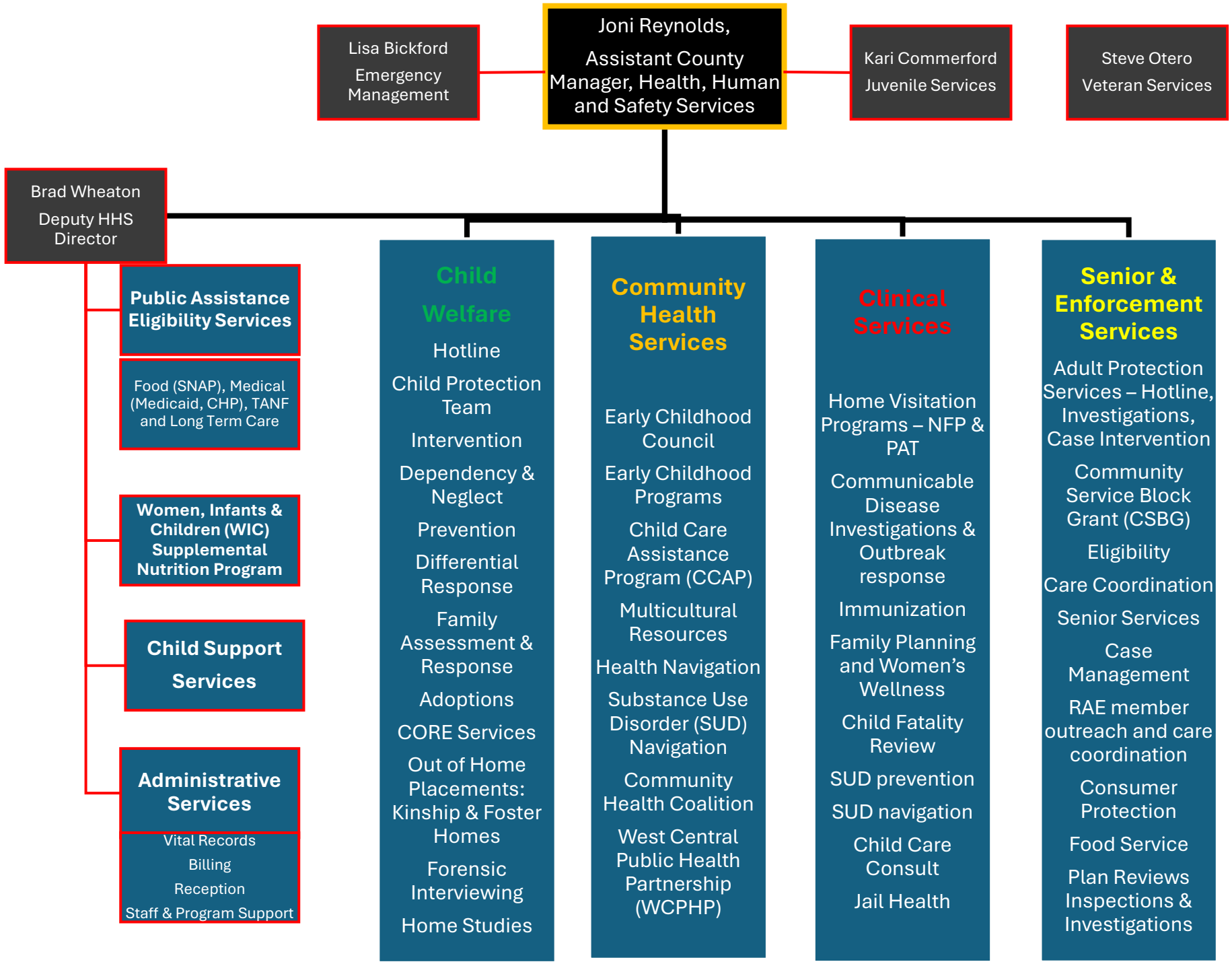
MISS BY: # needed to make goal
X: cumulative measure, no MISS BY #

Blank: month is not in reporting period.
N/A: month is in reporting period, no data for the month

Made the Goal!
Did not make the Goal

C-STAT
focusing on performance

Tuesday, January 27, 2026


Lisa Bickford
Emergency Management
Joni Reynolds,
Assistant County Manager, Health, Human and Safety Services
Kari Commerford
Juvenile Services
Steve Otero
Veteran Services
Brad Wheaton
Deputy HHS Director
Public Assistance Eligibility Services
Food (SNAP), Medical (Medicaid, CHP), TANF and Long Term Care
Women, Infants & Children (WIC) Supplemental Nutrition Program
Child Support Services
Administrative Services
Vital Records
Billing
Reception
Staff & Program Support
Child Welfare
Hotline
Child Protection Team
Intervention
Dependency & Neglect
Prevention
Differential Response
Family Assessment & Response
Adoptions
CORE Services
Out of Home Placements: Kinship & Foster Homes
Forensic Interviewing
Home Studies
Community Health Services
Early Childhood Council
Early Childhood Programs
Child Care Assistance Program (CCAP)
Multicultural Resources
Health Navigation
Substance Use Disorder (SUD) Navigation
Community Health Coalition
West Central Public Health Partnership (WCPHP)
Clinical Services
Home Visitation Programs – NFP & PAT
Communicable Disease Investigations & Outbreak response
Immunization
Family Planning and Women's Wellness
Child Fatality Review
SUD prevention
SUD navigation
Child Care Consult
Jail Health
Senior & Enforcement Services
Adult Protection Services – Hotline, Investigations, Case Intervention
Community Service Block Grant (CSBG)
Eligibility
Care Coordination
Senior Services
Case Management
RAE member outreach and care coordination
Consumer Protection
Food Service
Plan Reviews Inspections & Investigations

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Authorizing ATV, OHV, and UTV Use on Ce

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

A Resolution Authorizing ATV, OHV And UTV Use on Certain County Roads in Somerset, Colorado

Fiscal Impact:

Submitted by: Holly perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/9/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/9/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 2/17/2026

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 26-_____

A RESOLUTION AUTHORIZING ATV, OHV AND UTV USE ON CERTAIN COUNTY ROADS IN SOMERSET, COLORADO

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §§ 18-9-117(1)(f) and 33-14.5-110, the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, Somerset, Colorado is a United States census-designated place within Gunnison County, Colorado, with its own United States Post Office, and whose population according to the 2020 census was 55 persons; and

WHEREAS, the Board finds that use of ATVs, OHVs and UTVs on certain County roads within Somerset, pursuant to the restrictions set forth by applicable law and the provisions of this Resolution, for residential purposes, are in the best interests of the public; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing, insurance and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner, particularly given Somerset's proximity to a heavily traveled State Highway;

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

1. The use of ATVs, OHVs and UTVs is and shall be authorized on those County Roads within the Somerset townsite, as specifically set forth and enumerated as follows:
    a. First Street;
    b. Second Street;
    c. Third Street;
    d. Fourth Street;
    e. Fifth Street;
    f. Sixth Street;
    g. Seventh Street;
    h. Eighth Street;

i. Pike Avenue;
j. King Avenue; and
k. River Road.

2. Nothing in this Resolution shall be construed to allow the use of ATVs, OHVs and UTVs on any Federal or State highway, including but not limited to Colorado Highway 133, any Federal or State highway, or any private road, easement, right of way, trail, path, alley or sidewalk without the consent of the landowner.

3. Nothing in this Resolution shall be construed to allow the use of ATVs, OHVs and UTVs on any other County Road in Gunnison County, except where this Board has so expressly authorized by duly adopted ordinance or resolution.

4. Any person who uses an ATV, OHV or UTV on a County Road subject to this Resolution shall be deemed to have consented to the fact that such County Road is a public road or highway under the control of Gunnison County.

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

6. Nothing in the resolution shall be construed to afford any person or entity any cause of action against 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 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. 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_____, 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, Commissioner

By _____
Jonathan Houck, Commissioner

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; LUC-26-00003; Bonapace

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Applicants request approval of a lot cluster.

Fiscal Impact: N/A

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 2/9/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/9/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 2/17/2026

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Aidan McComas, *Planning Technician*
(970) 641-7929
amccomas@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners
RE: LUC-26-00003 | Lot Cluster | Bonapace
Date of Memo: February 9, 2026
Date Scheduled for BOCC: February 17, 2026

The Applicants, Robert and Amanda Bonapace, request approval of a lot cluster as shown in Exhibit A. The proposal involves clustering the parcels legally described as Lot 49 and Lot 50, Block 26, Crested Butte South – Fourth Filing. Lot 49 is known as 386 Anderson Drive. Lot 50 has not been assigned an address. The parcels are identified as Parcel # 3257-222-03-030 and Parcel # 3257-222-03-032. The lot cluster has been approved by the Crested Butte South Property Owners Association.

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 proposed land use change complies with applicable standards and provisions of the Gunnison County Land Use Resolution. The proposed lot cluster will maintain the existing character of the surrounding community by reinforcing lower-density development patterns, pursuant to the Crested Butte South Special Area Regulations Section 9.3. The property is in Crested Butte South – Fourth Filing, approximately two miles northeast of the CB South RTA stop at Red Mountain Park and is accessed via switchback roads serving the higher-elevation areas of CB South. Approval of the lot cluster will reduce potential development density within the Fourth Filing and concentrate greater density to CB South First and Second Filings where multifamily residential units are permitted.**
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 are either vacant or residential and range in size from 0.32 acres to 0.72 acres. The parcel resulting from this lot cluster would be approximately 0.69 acres.**

The application was found to comply with standards of Land Use Resolution 5-104: M. Application Form for Lot Cluster.

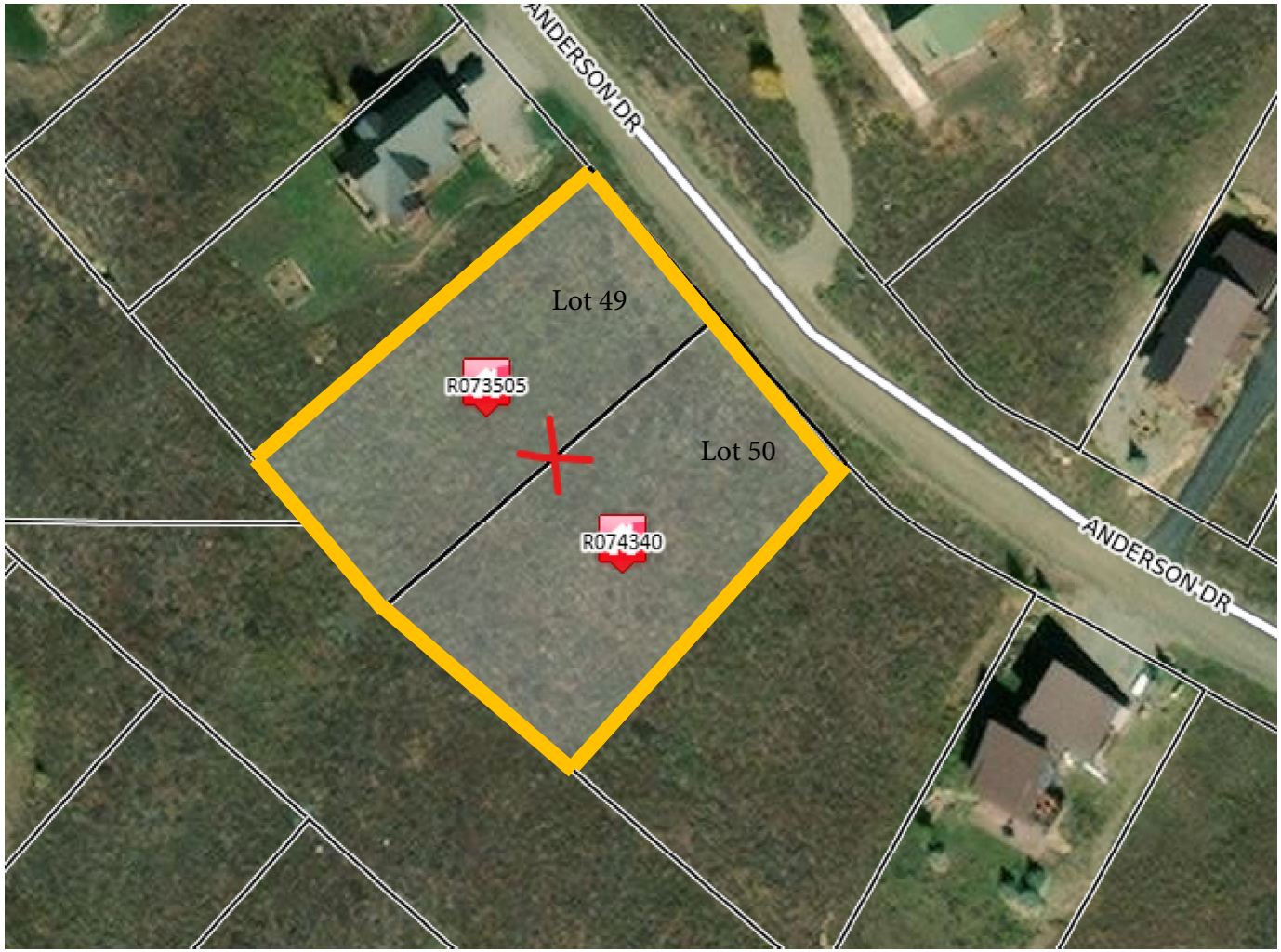
The lot cluster was reviewed by planning staff and the County Attorney's Office on January 28, 2026.

Thank you,

Aidan McComas

Exhibits
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-26-00003 . Click on "Attachments".

A. Site Plan
B. Lot Cluster Agreement and Declaration


ANDERSON DR
Lot 49
R073505
Lot 50
R074340
ANDERSON DR

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 Robert Spencer Bonapace **(Owner)** Amanda Lynn Bonapace **(Owner)**

_____ **(Owner)** _____ **(Owner)**

RECITALS:

Legal Description: Complete – please attach if too long

Lot 49 and Lot 50, Block 26, Crested Butte South - Fourth Filing, according to the official plat thereof recorded November 9th, 1972 under reception No. 291415.

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

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: 1/6/2026 _____ **Owner**

Date: 1/6/2026 _____ **Owner**

Date: _____ _____ **Owner**

Date: _____ N/A **Mortgage or Lien Holder**

STATE OF Colorado)
)ss
COUNTY OF Chaffee)

The foregoing instrument was acknowledged before me this 6th day of Jan. 20 26 by Spencer Bonapace, Amanda Bonapace **(Owner/s).**

Witness my hand and official seal.

My Commission expires: 3/4/2026

Natalie T Lewis
Notary Public

Address: 29805 US Hwy 24
Buena Vista CO 81211

Natalie T Lewis
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20104008201
MY COMMISSION EXPIRES 3/4/2026

STATE OF CO)
)ss
COUNTY OF Chaffee)

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: A Resolution Vacating a Certain Portion of a Certa

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is the final action needed to approve the street vacation. There were no needed easements for Lumen after further investigation.

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 2/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/11/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 2/17/2026

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2026-____

A RESOLUTION VACATING A CERTAIN PORTION OF A CERTAIN STREET AND PEDESTRIAN EASEMENT LYING WITHIN THE TOWN OF MARBLE, 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 William and Judy Perry, Cindy Suplizio and Peter Mueller to vacate a certain portion of a certain street and a pedestrian easement lying within the Town of Marble, County of Gunnison, State of Colorado described as follows:

> All that portion of 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, according to the plat recorded October 4, 1971 at Reception Number 286205 in the office of the Gunnison County Clerk & Recorder.; and

WHEREAS, the vacation of the above described portion of the street lying within the Town of Marble, 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 and pedestrian easement lying within the Town of Marble; 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 and pedestrian easement lying within the Town of Marble, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

> All that portion of 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, according to the plat recorded October 4, 1971 at Reception Number 286205 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 and pedestrian easement lying within the Town of Marble 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. Boundary Line Adjustment and 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

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 [redacted]

PO Box 122

Carbondale Co 61623

Marble property address:

Agate Drive

Marble Co 81623

Cindy Suplizio and Peter Mueller [redacted]

767 Cleveland Ave

Carbondale Co 81623

Marble property address:

200 West Village Way
Marble, CO 81623

Phone:

Perry [redacted] Land line

[redacted] text

Mueller /Suplizio

[redacted] cell

[redacted] 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

William K. Perry Judith Fox-Perry

Parcel 2

William K. Perry Judith Fox-Perry Date 6/27/25

William K. Perry Judith Fox-Perry

Parcel 3

Peter Mueller Cindy Suplizio Date 6/27/25

Peter Mueller Cindy Suplizio

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°59'07" (CHORD BEARS S 53°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°43'52" (CHORD BEARS S 30°46'11" E, A DISTANCE OF 102.40 FEET);

3) S 11°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°07'48" (CHORD BEARS S 06°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°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°43'52" (CHORD BEARS N 30°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°10'33" (CHORD BEARS N 55°13'23" W, A DISTANCE OF 16.48 FEET);

THENCE LEAVING SAID RIGHT-OF-WAY CENTERLINE N 41°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°07'48" (CHORD BEARS N 30°20'21" W, A DISTANCE OF 94.87 FEET);
2) N 11°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°43'52" (CHORD BEARS N 30°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°01'48" (CHORD BEARS N 82°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°15'56" (CHORD BEARS N 24°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°56'38" (CHORD BEARS S 82°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°43'52" (CHORD BEARS S 30°46'11" E, A DISTANCE OF 83.00 FEET);
3) S 11°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

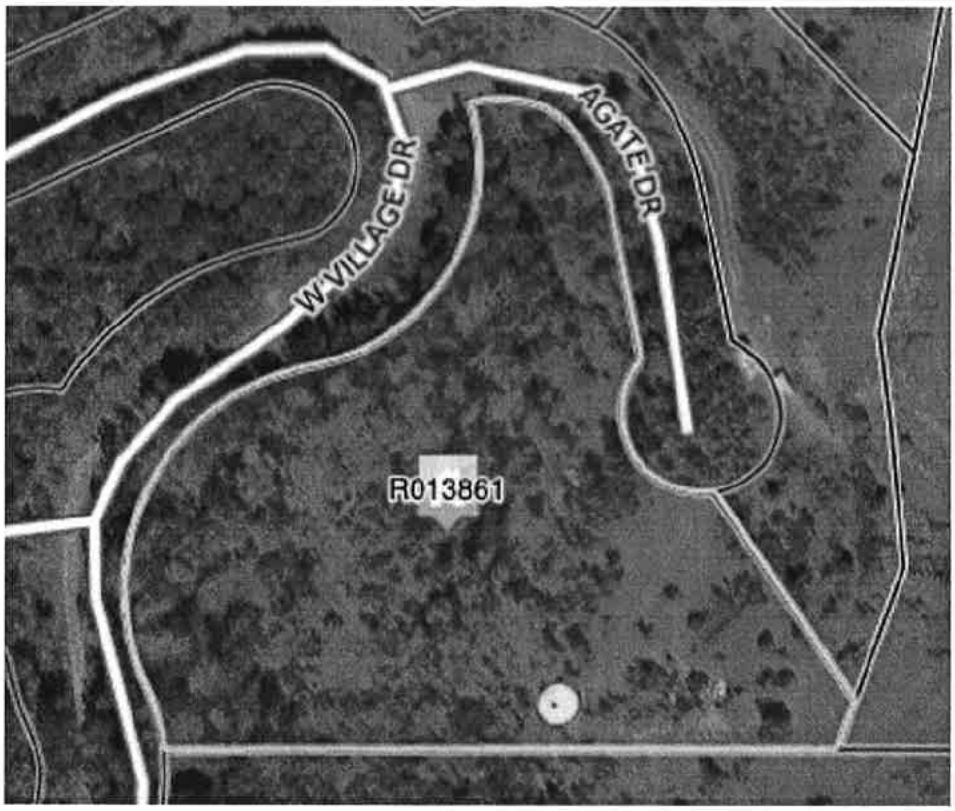
6/27/25

Peter Mueller

6/27/25

Summary

Account #	**R013861**
Parcel #	**2917-234-02-053**
Account Type	**Residential**
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**



479833 11/13/1997 04:48P 488
1 of 1 R 6.00 D 0.60 N 0.00 Gunnison County

STATE DOCUMENTARY FEE
DATE Nov 13 1997
$ .60

GENERAL WARRANTY DEED

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)
) ss
County of Garfield)

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

RNM 1293 11/7/97

474099 02/26/1997 02:59P 488
1 of 1 R 6.00 D 0.50 N 0.00 GUNNISON COUNTY

MAD RECORDING FEE
DATE FEB 26 1997
.50¢

GENERAL WARRANTY DEED

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.
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: 3-31-00

Kynetta M. Budge
Notary Public

Russell & Wilderson, P.C., P.O. Box 179, Gunnison, Colorado 81230, (970) 641-3326

The printed portions of this form have been approved by the Colorado Real Estate Commission. (TD 73-7-96)

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 _____ 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, Honolulu, HI 96817-2504 (Lender), whose address is

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 (City), Colorado 81623 (Zip Code) (Property Address), together 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 Borrower shall have the right and privilege to prepay the principal amount outstanding and accrued interest thereon, at any time without penalty or premium.~~

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, restrictions, reservations and covenants, if any, as of this date and except pripr 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 eue 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.

, MARBLE $8,000

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 personsclaiming under it , subject to general taxes ans special assessments , if any for the year of 2023 payable in 2024.

Signed this 18 day of Nov., 2024

GRANTOR(S):

Bruce Pooley Bruce O 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

MARYANN ENGELKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204011794
MY COMMISSION EXPIRES MARCH 27, 2028

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 SUBDIVISI(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.**

R070912
AGA

WARRANTY DEED

Rec fee $ 11.00

Doc Fee $ 10.00

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
Judy 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:

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 ensealing 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.

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.

Notary Public

NOTARY PUBLIC ANN BURNS BICKLEY STATE OF COLORADO

My Commission Expires 09/05/2007

Return to: Nancy Emerson, Mason & Morse, 0290 Highway 133, Carbondale, Colorado 81623

WARRANTY DEED

Rec fee $ 11.00

Doc fee $ 1.00

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:

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 ensealing 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.

Dean R. Henderson

STATE OF California)
) ss.
COUNTY OF KERN)

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.

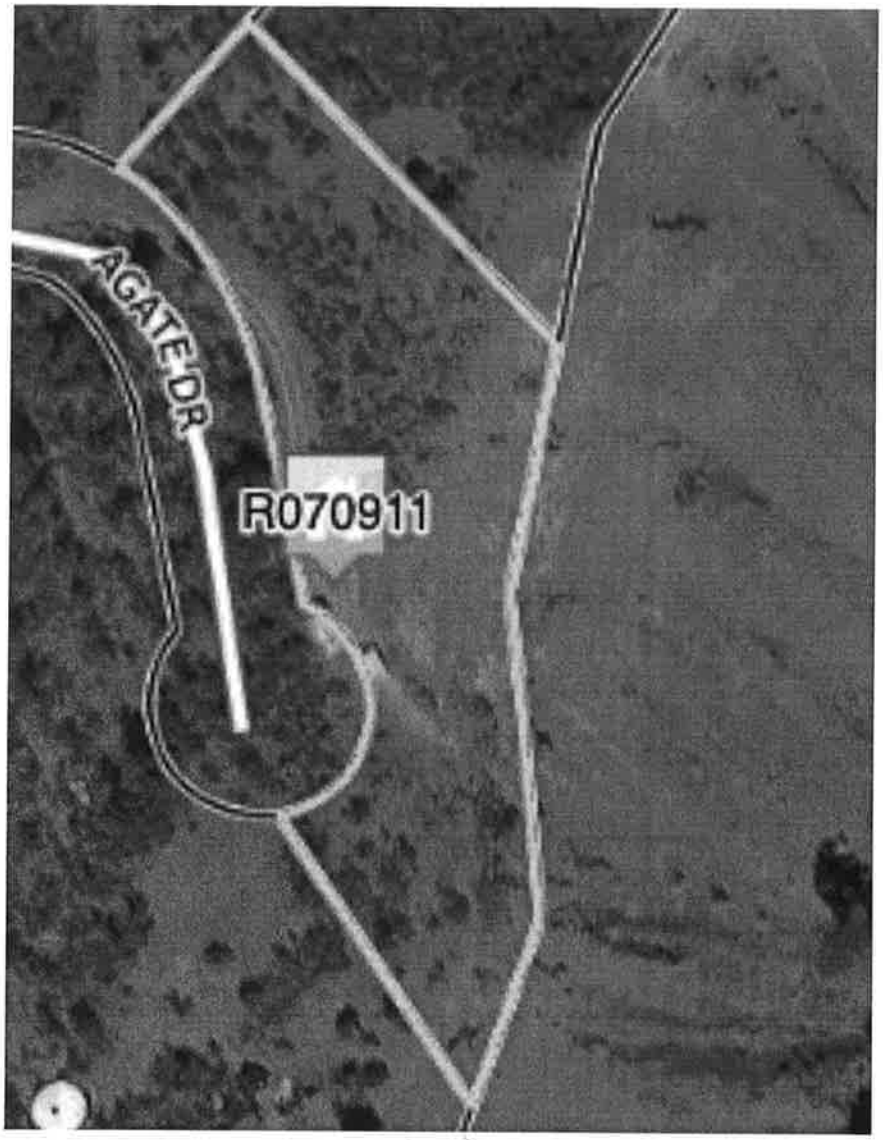
Notary Public

ERIKA GOMEZ
COMM. # 1643680
NOTARY PUBLIC-CALIFORNIA
KERN COUNTY
My Comm. Exp. Feb. 6, 2010

Return to: Nancy Emerson, Mason & Morse, 0290 Highway 133, Carbondale, Colorado 81623

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 I 5**
The Legal Description is abbreviated and not intended for use on a deed.	
Parcel Notes	**LOT CLUSTER - RECEPTION #613448. LOTS 5, 6 & 9.**


AGATE DR
R070911

WARRANTY DEED

Rec Fee $ 11.00

Doc fee $ 2.16

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:

WITNESS, that the grantor, for and in consideration of the sum of **($21,666.66) Twenty-oneThousand 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 ensealing 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.

Inge M. Kriz

Inge M. Kriz

STATE OF GEORGIA)
) ss.
COUNTY OF Richmond)

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

OFFICIAL SEAL
BERTHA FREEMAN
NOTARY PUBLIC-GEORGIA
COUNTY OF RICHMOND
My Commission Expires January 23, 2010

Return to: Nancy Emerson, Mason & Morse, 0290 Highway 133, Carbondale, Colorado 81623

WARRANTY DEED

Rec Fee $ 11.00

Doc fee $ 2.17

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:

WITNESS, that the grantor, for and in consideration of the sum of **($21,666.67) Twenty-oneThousand 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 ensealing 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)
) ss.
COUNTY OF El Paso)

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

TERESA ROBERSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 10/16/2010

Return to: Nancy Emerson, Mason & Morse, 0290 Highway 133, Carbondale, Colorado 81623

WARRANTY DEED

Rec Fee $ 11.00

Doc fee $ 2.17

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:

WITNESS, that the grantor, for and in consideration of the sum of **($21,666.67) Twenty-oneThousand 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 ensealing 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.

Christine J. Grenfell

STATE OF COLORADO)
) ss.
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 4th day of April, 2007, by Christine J. Grenfell.

My commission expires: 9.5.2007.

Witness my hand and official seal.

Ann Burns Bickley
Notary Public

NOTARY PUBLIC
ANN BURNS BICKLEY
STATE OF COLORADO

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 Teichow

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster and Boundary Line Adjustment; LUC-25-0

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The Applicants request a lot cluster and boundary line adjustment in relation to the Agate Drive right of way vacation request.

Fiscal Impact:

Submitted by: Rachael Blondy **Submitter's Email Address:** rblondy@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/10/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/10/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 2/17/2026

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Rachael Blondy, *Planner II*
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners
RE: LUC-25-00024 | Lot Cluster & Boundary Line Adjustment | Suplizio-Mueller / Fox– Perry
Date: February 17, 2026

Lot Cluster

The Applicant Suplizio-Mueller is requesting a lot cluster between Parcel 2917-234-02-053 and Parcel 2917-234-02-001. They are pursuing a road vacation of Agate Drive, shown as the grey parcel in Figure 1. In order for the road vacation request to not create an inaccessible parcel, the Applicant purchased vacant Parcel 2917-234-02-001. This parcel was platted as Common Open Space on the original Marble Ski Area Subdivision Filing No. 5, but ownership has since transferred as private property. The road vacation would not be viable without this lot cluster.

Boundary Line Adjustment

The Applicants, Suplizio-Mueller and Fox-Perry, request approval of a Boundary Line Adjustment (BLA) between three parcels off West Village Drive in Marble. The Applicants are pursuing a road vacation of Agate Drive, shown as the grey parcel in Figure 1. The outcome of the road vacation process will determine whether this proposed Boundary Line Adjustment requires review by the Board of County Commissioners. The Applicant wishes to adjust the parcel boundaries after vacating Agate Drive. Each lot will have legal access off West Village Drive.

1. Parcel 2917-234-02-058, 1.408 acres to 1.557 acres (Parcel A - green), vacant
2. Parcel 2917-234-02-059, 1.101 acres to 1.253 acres (Parcel B - red), vacant
3. Parcel 2917-234-02-053, 3.080 acres to 2.818 acres (Parcel C - blue), developed

As shown in Figure 1 and Figure 2, Parcel A (green) will absorb a section of Agate Drive, Parcel B (red) will gain direct access to West Village Drive and absorb part of Agate Drive and Parcel C (blue) will shift slightly south and expand by adding a section of Agate Drive.

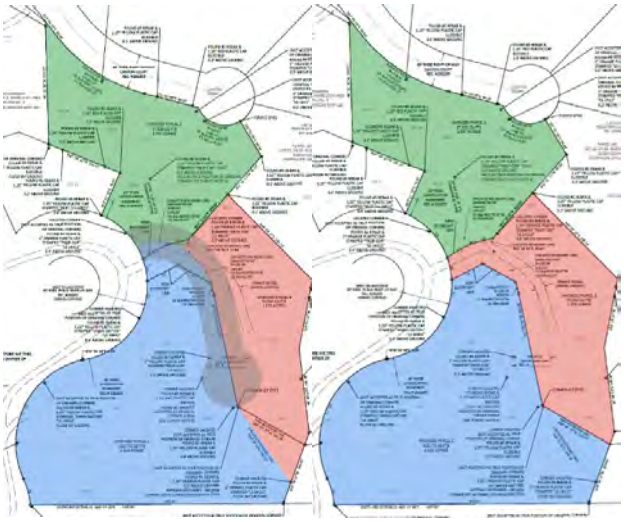


Figure 1. Original Plat *Figure 2. Proposed Boundary Line Adjustment*

Staff reviewed the application, which complies with all applicable standards found in Land Use Resolution Section 5-103 and was found to comply with the standards of Section 5-103:A.3.a and Section 5-104.L. Plat was reviewed by the County Attorney's Office on November 18, 2025 for legal sufficiency.

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. *COMPLY WITH APPLICABLE STANDARDS* – No conformities will be created.
2. *COMPATIBILITY WITH COMMUNITY CHARACTER* – The resulting lots are similar to the surrounding parcels.

Section 5-103:A.3.a ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS

1. *INSUBSTANTIAL CHANGE – Parcel A: Increased by 10.58%*
   Parcel B: Increased by 13.80%
   Parcel C: Decreased by 8.51%
2. *NOT CREATE ADDITIONAL LOTS* – The BLA will not create additional lots.
3. *MINIMUM LOT SIZE* – The resulting parcels will all be above 1-acre.

Section 5-104:L APPLICATION FORM FOR BOUNDARY LINE

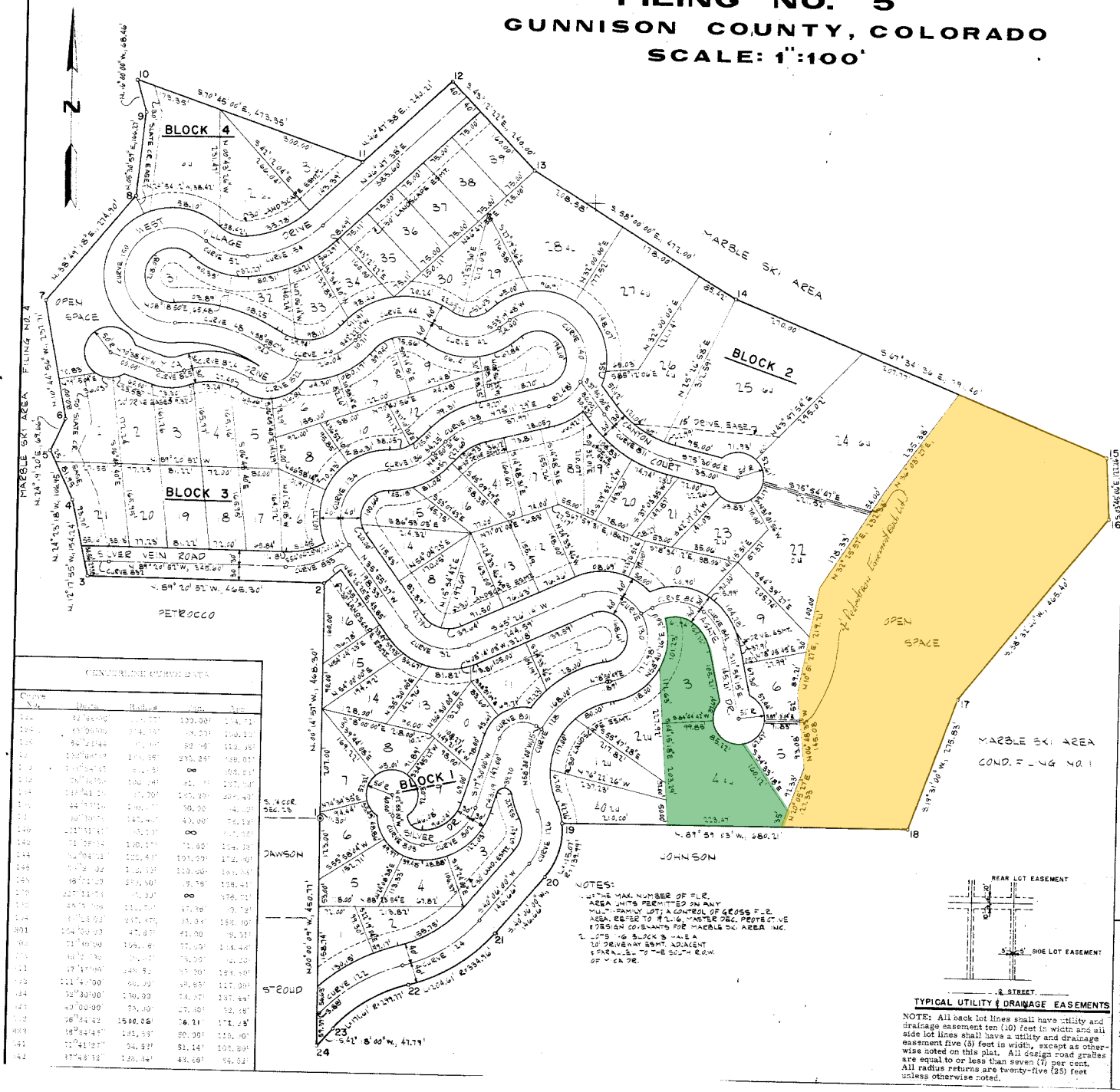
1. *CONSENT OF ALL LANDOWNERS AND MORTGAGE HOLDERS* – Notarized written consent from the landowner is found on the plat.
2. *SURVEY PLAT* – The BLA plat meets all standards listed in this section.

Exhibits

You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-25-00024, Click on "Attachments".

A. Lot Cluster Site Plan
B. Lot Cluster Agreement and Declaration
C. Boundary Line Adjustment Plat

PLAT OF
MARBLE SKI AREA
FILING NO. 5
GUNNISON COUNTY, COLORADO
SCALE: 1":100'



CENTERLINE CURVE DATA				
Curve No.	Delta	Radius	Arc	Tan
32	32°55'00"	200.00'	133.00'	68.72'
33	45°00'00"	200.00'	157.08'	83.77'
34	64°23'44"	100.00'	112.38'	62.98'
35	132°08'00"	100.00'	230.62'	308.01'
36	11°00'00"	50.00'	∞	48.51'
37	36°16'00"	100.00'	62.73'	32.47'
38	119°41'23"	50.00'	104.49'	87.43'
39	44°11'14"	100.00'	90.00'	48.07'
40	90°00'00"	100.00'	157.08'	100.00'
41	217°11'43"	50.00'	∞	50.00'
42	71°38'55"	100.00'	71.60'	41.87'
43	104°04'13"	100.00'	181.69'	127.40'
44	97°16'32"	120.00'	203.00'	136.00'
45	46°12'29"	200.00'	161.38'	87.58'
46	227°11'43"	50.00'	∞	50.00'
47	64°13'06"	100.00'	111.00'	61.78'
48	61°15'03"	200.00'	213.87'	118.00'
49	104°00'03"	47.00'	81.00'	55.57'
50	71°00'00"	100.00'	77.00'	43.46'
51	10°12'00"	50.00'	8.90'	4.46'
52	37°12'00"	100.00'	64.90'	33.67'
53	111°24'00"	50.00'	97.20'	68.00'
54	52°30'00"	100.00'	91.63'	49.37'
55	40°00'00"	75.00'	52.36'	27.46'
56	36°34'42"	150.00'	95.77'	49.58'
57	38°34'45"	150.00'	101.00'	52.57'
58	32°41'27"	150.00'	85.60'	44.00'
59	37°38'12"	150.00'	98.51'	51.14'
60	37°38'12"	150.00'	98.51'	51.14'
61	37°38'12"	150.00'	98.51'	51.14'
62	37°38'12"	150.00'	98.51'	51.14'
63	37°38'12"	150.00'	98.51'	51.14'
64	37°38'12"	150.00'	98.51'	51.14'
65	37°38'12"	150.00'	98.51'	51.14'
66	37°38'12"	150.00'	98.51'	51.14'
67	37°38'12"	150.00'	98.51'	51.14'
68	37°38'12"	150.00'	98.51'	51.14'
69	37°38'12"	150.00'	98.51'	51.14'
70	37°38'12"	150.00'	98.51'	51.14'
71	37°38'12"	150.00'	98.51'	51.14'
72	37°38'12"	150.00'	98.51'	51.14'
73	37°38'12"	150.00'	98.51'	51.14'
74	37°38'12"	150.00'	98.51'	51.14'
75	37°38'12"	150.00'	98.51'	51.14'
76	37°38'12"	150.00'	98.51'	51.14'
77	37°38'12"	150.00'	98.51'	51.14'
78	37°38'12"	150.00'	98.51'	51.14'
79	37°38'12"	150.00'	98.51'	51.14'
80	37°38'12"	150.00'	98.51'	51.14'
81	37°38'12"	150.00'	98.51'	51.14'
82	37°38'12"	150.00'	98.51'	51.14'

NOTES:

1. THE MAX. NUMBER OF FLR. AREA UNITS PERMITTED ON ANY MULTI-FAMILY LOT, A CONTROL OF GROSS F.A. AREA, REFER TO M.T.L.G. MASTER DEC. PROTECTIVE DESIGN COVENANTS FOR MARBLE SKI AREA, INC.
2. LOTS 16 & BLOCK 3 HAVE A 30' DRIVEWAY EASMT. ADJACENT & PARALLEL TO THE SOUTH R.O.W. OF WEST VILLAGE DR.

TYPICAL UTILITY & DRAINAGE EASEMENTS

NOTE: All back lot lines shall have utility and drainage easement ten (10) feet in width and all side lot lines shall have a utility and drainage easement five (5) feet in width, except as otherwise noted on this plat. All design road grades are equal to or less than seven (7) per cent. All radius returns are twenty-five (25) feet unless otherwise noted.

DESCRIPTION

A parcel of land located in the South 1/2 of Section 23 and the NW 1/4, NE 1/4 of Section 26, T. 11 S., R. 85 W., 6th P.M., more specifically described as follows: Beginning at Corner No. 1, the S 1/4 Corner of said Section 23, thence N. 00°14'57" W. 468.30 feet to Corner No. 2; thence N. 89°20'52" W. 465.30 feet to Corner No. 3; thence N. 12°17'53" W. 134.24 feet to Corner No. 4; thence N. 24°23'18" W. 108.93 feet to Corner No. 5; thence N. 24°15'20" E. 89.86 feet to Corner No. 6; thence N. 10°44'36" W. 237.11 feet to Corner No. 7; thence N. 38°49'18" E. 274.10 feet to Corner No. 8; thence N. 85°30'59" E. 186.27 feet to Corner No. 9; thence N. 18°00'00" W. 83.46 feet to Corner No. 10; thence S. 70°43'00" E. 473.35 feet to Corner No. 11, a point on the Northerly R.O.W. of West Village Drive; thence N. 49°47'38" E. 240.21 feet along said R.O.W. to Corner No. 12; thence S. 47°12'22" E. 240.00 feet to Corner No. 13; thence S. 58°00'00" E. 472.00 feet to Corner No. 14; thence S. 87°44'46" E. 791.40 feet to Corner No. 15; thence S. 83°47'05" E. 122.25 feet to Corner No. 16; thence S. 68°12'40" W. 455.40 feet to Corner No. 17; thence S. 15°31'00" W. 275.93 feet to Corner No. 18, said Corners No. 15, 16, 17 and 18 being on the approximate centerline of Carbonate Creek; thence N. 85°59'03" W. 550.21 feet along the South line of said Section 23 to Corner No. 19, a point on the easterly R.O.W. of West Village Drive; thence along said R.O.W. 113.07 feet along the arc of a curve to the right whose central angle is 47°09'13" and radius is 139.39 feet, to Corner No. 20; thence along said R.O.W. S. 40°38'00" W. 146.56 feet to Corner No. 21; thence along said R.O.W. 204.61 feet along the arc of a curve to the right whose central angle is 37°00'00" and radius is 316.45 feet, to Corner No. 22; thence along said R.O.W. 171.81 feet along the arc of a curve to the left whose central angle is 11°48'00" and radius is 249.72 feet, to Corner No. 23; thence along said R.O.W. S. 42°18'00" W. 47.77 feet to Corner No. 24, a point on the West line of the NW 1/4, NE 1/4 of said Section 26; thence along the West line of the NW 1/4, NE 1/4 of said Section 26 N. 00°20'00" W. 450.77 feet to Corner No. 1, the point of beginning. Said tract contains 46.31 acres.

DEDICATION

State of Colorado
County of Gunnison } ss

KNOW ALL MEN BY THESE PRESENTS that Marble Ski Area, Inc., a Colorado corporation, the owner of the property described on the attached plat, located in Gunnison County, Colorado, and being a portion of the Marble Ski Area, Filing No. 5, as shown on the attached plat, hereby dedicates the streets and easements shown on said plat to the use of the public forever.

IN WITNESS WHEREOF, the said corporation has caused its corporate seal to be affixed and these presents to be executed this 4th day of October, 1971.

Marble Ski Area, Inc.
P.O. Box 38
Marble, Colorado 81615

By: [signature] Pres.
Attest: Leo J. May Secy.

NOTARY'S ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 4th day of October, 1971.

My Commission Expires Nov. 6, 1971 [signature] Notary Public

APPROVALS

Approved this 4th day of October, 1971, subject to all conditions listed herein.

GUNNISON COUNTY PLANNING COMMISSION

[signature] Chairman

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO

[signature] Chairman

State of Colorado
County of Gunnison } ss

I hereby certify that this plat was filed for record in my office at 4:15 P.M., this 4th day of October, 1971, under Reception Number 256042.

[signature] County Clerk and Recorder

SURVEYOR'S AFFIDAVIT

I, Robert E. Tobler, a registered land surveyor in the State of Colorado, do hereby certify that the subject Marble Ski Area, Filing No. 5 and the plat thereof were made under my direction and that said survey is accurately represented on said plat. The monuments shown thereon were placed as required by the laws of the State of Colorado for platting and surveying. Bearings were obtained by astronomical observation.

Date Plat Prepared: 3-7-71

[signature] Robert E. Tobler, Registered Land Surveyor
KKENA, Consulting Engineers

ROBERT E. TOBLER REGISTERED 5447 P.E. AND L.S. STATE OF COLORADO

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 Cindy Suplizio Peter Mueller
(Owner) **(Owner)**

(Owner) **(Owner)**

RECITALS:

Legal Description: Complete – please attach if too long

Lots 3 and 4 Block 2 Marble ski area Filing 5 and 8.99 Acres Common ground in Block 2 Marble ski area subdivision Filing No. 5

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

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: Jan 8 2026 — Cindy Suplizio — **Owner**

Date: 01/08/2026 — Peter Mueller — **Owner**

Date: NA — NA — **Owner**

Date: NA — NA — **Mortgage or Lien Holder**

STATE OF Colorado)
)ss
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 8 day of January 2026 by Peter John Mueller & Cynthia Lee Suplizio **(Owner/s).**

Witness my hand and official seal.

My Commission expires: 02/08/2028

ALEXIS JOSE ANDRADE PEREZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244005757
MY COMMISSION EXPIRES 02/08/2028

Alexis J Andrade
Notary Public

Address: 350 Hwy 133 Carbondale CO, 81623

STATE OF _____)
)ss
COUNTY OF _____)

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

BOUNDARY LINE ADJUSTMENT PLAT OF:

AGATE DRIVE PROPERTIES

SITUATE IN THE SOUTH ½ 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

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 _____}
} SS.
COUNTY OF _____}

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 _____}
} SS.
COUNTY OF _____}

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 _____}
} SS.
COUNTY OF _____}

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: CINDY SUPLIZIO, AS TO PARCEL C

_____
CINDY SUPLIZIO

STATE OF _____}
} SS.
COUNTY OF _____}

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025, BY CINDY SUPLIZIO AS OWNER OF PARCEL C.

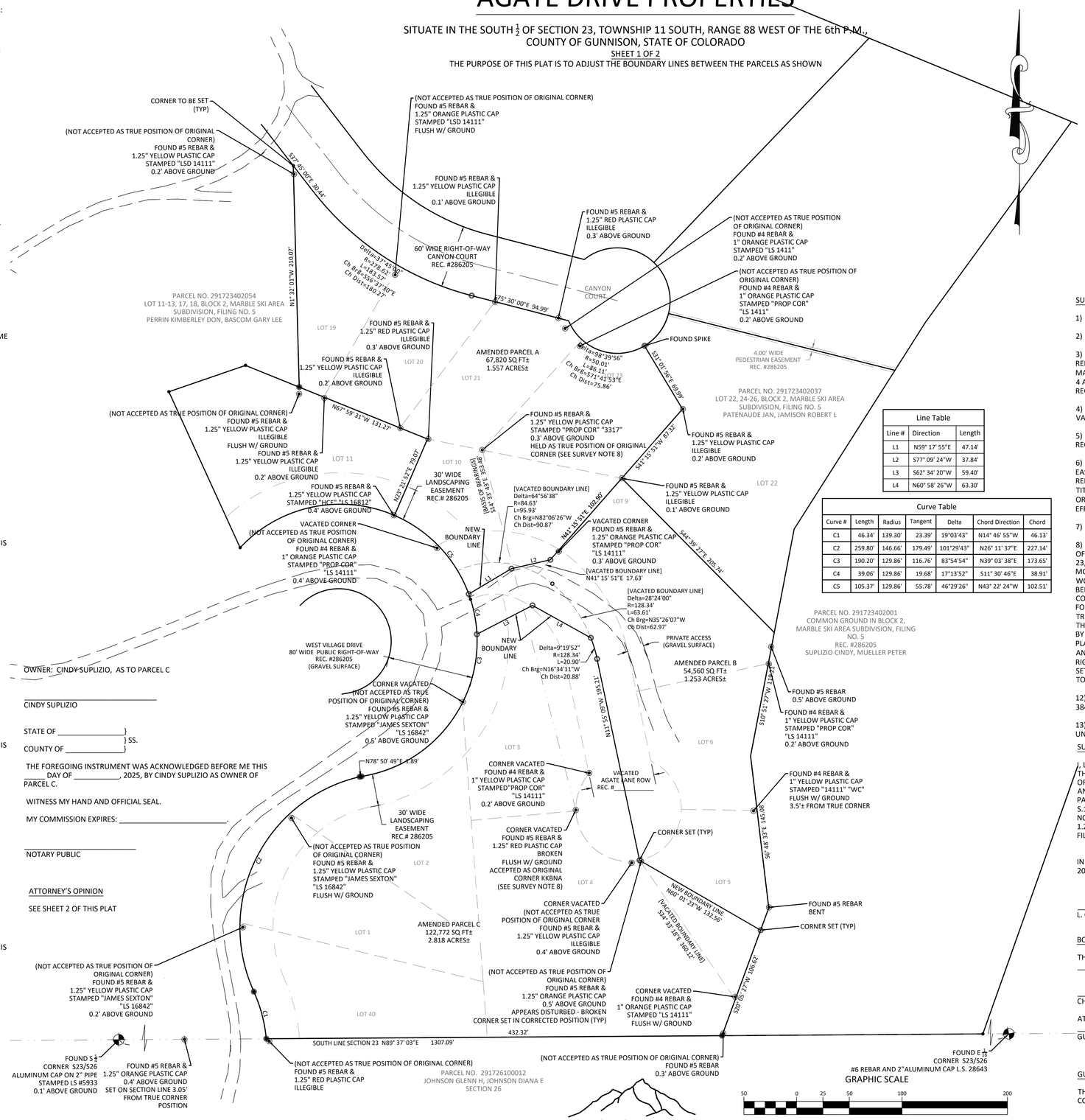
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____.

_____
NOTARY PUBLIC

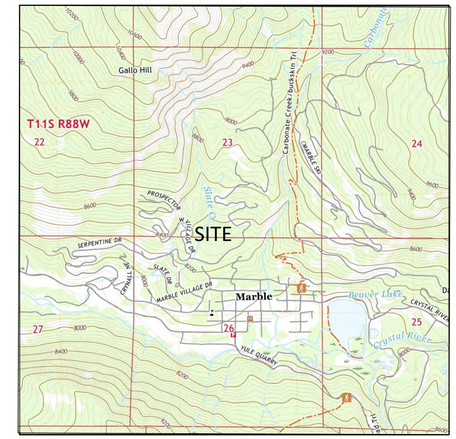
ATTORNEY'S OPINION

SEE SHEET 2 OF THIS PLAT



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	Chord
C1	46.34'	139.30'	23.39'	19°03'43"	N14° 46' 55"W	46.13'
C2	259.80'	146.66'	179.49'	101°29'43"	N26° 11' 37"E	227.14'
C3	190.20'	129.86'	116.76'	83°54'54"	N39° 03' 38"E	173.65'
C4	39.06'	129.86'	19.68'	17°13'52"	S11° 30' 46"E	38.91'
C5	105.37'	129.86'	55.78'	46°29'26"	N43° 22' 24"W	102.51'



VICINITY MAP
SCALE: 1" = 2000'

SURVEY NOTES

1) DATE OF FIELD WORK: MAY AND JUNE 2025

2) DATE OF PREPARATION: AUGUST AND NOVEMBER 2025

3) 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 ILLEGIBLE (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.

4) 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.

5) ALL REFERENCES TO RECORDED INSTRUMENTS ARE INSTRUMENTS FILED IN THE GUNNISON COUNTY CLERK AND RECORDER'S OFFICE, UNLESS OTHERWISE NOTED.

6) 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).

7) NO UNDERGROUND UTILITY LOCATES WERE PERFORMED AS A PART OF THIS SURVEY.

8) **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 ILLEGIBLE (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.

12) INDICATES CORNER SET PER THIS PLAT: NO. 5 REBAR, 18" LONG, WITH 1.25" ORANGE PLASTIC CAP STAMPED PLS 38427 (TYP), EXCEPT WHERE NOTED.

13) 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

GRAPHIC SCALE
50 0 25 50 100 200
(IN U.S. SURVEY FEET)
1 inch = 50 ft.

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3•CARBONDALE, CO 81623
(970) 704•0311 • soprisengineering.com

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 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:

1. 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.
2. (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.
3. (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.
4. Any and all matters not of the public record and not otherwise shown or otherwise identified on this plat.
5. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 13, 1894 in Book 101 at Page 121.
6. 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.
7. 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.
8. 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.
9. Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Marble Ski Area, Filing 5 recorded October 04, 1971 under Reception No. 286205.
10. 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.
11. 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.
12. 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.
13. Terms, conditions and provisions of Stipulation recorded October 17, 2006 under Reception No. 570126.
14. The effect of Resolution No. 11-22, approving road name changes in the Marble Area recorded May 18, 2011 under Reception No. 605655.
15. Terms, conditions, provisions, burdens and obligations as set forth in Lot Cluster Agreement and Declaration recorded June 11, 2012 under Reception No. 613449.
16. 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:

1. 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.
2. (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.
3. (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.
4. Any and all matters not of the public record and not otherwise shown or otherwise identified on this plat.
5. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 13, 1894 in Book 101 at Page 121.
6. 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.
7. 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.
8. 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.
9. Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Marble Ski Area, Filing 5 recorded October 04, 1971 under Reception No. 286205.
10. 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.
11. 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.
12. 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.
13. Terms, conditions and provisions of Stipulation recorded October 17, 2006 under Reception No. 570126.
14. The effect of Resolution No. 11-22, approving road name changes in the Marble Area recorded May 18, 2011 under Reception No. 605655.
15. Terms, conditions, provisions, burdens and obligations as set forth in Lot Cluster Agreement and Declaration recorded June 11, 2012 under Reception No. 613448.
16. 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:

1. 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.
2. (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.
3. (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.
4. Any and all matters not of the public record and not otherwise shown or otherwise identified on this plat.
5. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 13, 1894 in Book 101 at Page 121.
6. 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.
7. 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.
8. 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.
9. Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Marble Ski Area, Filing 5 recorded October 04, 1971 under Reception No. 286205.
10. 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.
11. 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.
12. 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.
13. Terms, conditions, provisions, burdens and obligations as set forth in Lot Cluster Agreement and Declaration recorded September 13, 2000 under Reception No. 505088.
14. 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.
15. Terms, conditions and provisions of Stipulation recorded October 17, 2006 under Reception No. 570126.
16. The effect of Resolution No. 11-22, approving road name changes in the Marble Area recorded May 18, 2011 under Reception No. 605655.
17. Terms, conditions and provisions of Certificate of Administrative Review recorded July 14, 2015 under Reception No. 634065.
18. 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

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.

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3•CARBONDALE CO 81623
(970) 704•0311 • sopris engineering .com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Boards and Commissions Appointment

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Planning Commission Alternate 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\mbirnie Discharge Date: 2/12/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 2/17/2026

Revised April 2015

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Saturday, January 10, 2026 4:01:58 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Planning Commission
First and Last Name	Stuart Asay
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	My technical and civic service experience will make a contribution to a well-rounded Planning Commission. I would be pleased to serve as an alternate member.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: [redacted]
To: BOCC
Subject: Planning Commission Application - Betsy Dupree-Kyle
Date: Sunday, January 11, 2026 12:24:43 PM
Attachments: [redacted]

[EXTERNAL SENDER - USE CAUTION]

Dear Members of the Board of County Commissioners,

I am writing to express my interest in serving as a community volunteer on the Gunnison County Planning Commission.

I thought it would be helpful to begin by providing a brief overview of my background. I moved to Crested Butte as a full-time resident in September 2024. Prior to relocating, my husband and I vacationed in the Gunnison Valley for nearly nine years and grew deeply connected to the area and its welcoming, down-to-earth community. I have been a practicing attorney for twenty-five years, primarily serving as in-house counsel working remotely in the energy industry. While my career was both rewarding and challenging, I ultimately decided to retire at the end of 2025 in order to focus more intentionally on community involvement and service.

Until recently, I had not considered serving on a Gunnison County board or commission. However, after meeting Commissioner Daniels during the holidays and subsequently learning more about the County's boards and commissions, I realized that the Planning Commission aligns well with the type of volunteer opportunity I am seeking. I am eager to become more engaged with the community, contribute in a meaningful way, apply my professional skill set, and learn a new area of law. I recognize that serving on the Planning Commission would involve a learning curve, particularly given my lack of direct government experience, but I value challenging opportunities and collaborative environments where learning is part of the process.

After reviewing the Gunnison County Strategic Plan, I gained a greater appreciation for the County's long-term goals and priorities. I am particularly interested in the land use challenges facing the County and its communities, including Crested Butte, such as workforce housing availability, short-term rental impacts, infrastructure capacity, water resources, and development near sensitive environmental and recreational areas. I am especially interested in how the County navigates the complex interplay among these issues while balancing the interests and priorities of multiple stakeholders, including municipalities and nonprofit organizations such as the Crested Butte Land Trust.

Although I do not have direct planning or government experience, I believe my professional background has prepared me well to contribute effectively to the Planning Commission. As an in-house attorney, I have consistently evaluated complex proposals against established policies, regulations, and risk considerations in highly regulated environments. I bring strong analytical skills, sound judgment, and experience weighing competing interests while maintaining equity, consistency, and transparency. I approach decision-making with a strong respect for ethics, procedural consistency, and impartiality, particularly in settings requiring objective review. Throughout my career, I have worked closely with cross-functional teams, managed complex projects under demanding timelines, and engaged constructively with a

diverse range of stakeholders. I am comfortable reviewing detailed materials, preparing in advance of meetings, listening actively, asking thoughtful questions, and participating respectfully in public processes.

If selected, I would be honored to contribute my time and perspective in service of the Planning Commission's role in advancing balanced, well-informed land use decisions. Thank you for your consideration, and I welcome the opportunity to address any questions or concerns you may have.

My resume is attached for additional background, and my LinkedIn profile may be found at: https://www.linkedin.com/in/elizabeth-dupree-kyle-534248145

Sincerely,
Betsy Dupree-Kyle

Elizabeth (Betsy) Dupree-Kyle

Experienced In-House Counsel

Contact

[redacted]
Crested Butte, CO 81224
[redacted]
[redacted]

Key Skills

Communication Skills
Cross-Functional Team Player
Good Business Judgement
Complex Transactions
Litigation Management
Project Management
Customer Focus

Profile

Skilled in-house legal counsel with experience in complex domestic and international commercial transactions, affiliated companies, ethics & compliance (E&C), litigation management, employment, and regulatory matters such as antitrust, trade control compliance (TCC) and Foreign Corrupt Practices Act (FCPA). Consistently recognized as a top performer with an ability to manage a heavy workload and work under pressure.

Experience

June 2022 – Jan. 2025
Sr. Legal Counsel (Contractor) • Equiliem / SLB (formerly Schlumberger) • Houston, TX
As a contract employee, provided legal/contract support to SLB's Integration business line relating to integrated oil, gas, geothermal, carbon capture and other drilling-related opportunities/projects in the U.S. Land and North America Offshore geographical units.

Aug. 2020 – Aug. 2021
Division Counsel, Well Construction Division • Schlumberger • Sugar Land, TX
Counseled clients on all legal matters related to Schlumberger's drilling fluid and cementing business lines managed at the HQ level including, E&C, litigation, and regulatory matters such as TCC, FCPA and health, safety & environment (HSE).

Jan. 2020 – Aug. 2020
General Counsel, OneStim Business • Schlumberger • Sugar Land, TX
Counseled clients on all legal matters related to Schlumberger's North American hydraulic fracturing business including litigation management, commercial issues (customer & supplier), HSE, E&C, and employment. Managed a team of 3 attorneys.

March 2019 – Jan. 2020
Sr. Legal Counsel, Governance & Contracts NAL/NAO • Schlumberger • Sugar Land, TX
Managed contracts team of 13 attorneys supporting Schlumberger's North America land and offshore geographical units. Counseled clients on governance matters & provided litigation management for all Fair Labor Standards Act class action litigation.

August 2017 – March 2018
Assistant General Counsel Compliance, NAL/NAO • Schlumberger • Sugar Land, TX
Counseled clients on all E&C matters related to Schlumberger's NAL/NAO geographical units. Provided training on Code of Conduct, conducted E&C related investigations, and advised management about E&C statistics and trends and made recommendations.

Aug. 2014 – Aug. 2017
Sr. Legal Counsel, IPM Business • Schlumberger • Dubai, United Arab Emirates
Counseled clients on all legal matters related to Schlumberger's Integrated Project Management (IPM) Business across the Eastern Hemisphere including providing complex transactional tender and contract support. Managed a team of three attorneys.

May 2012 – Aug. 2014
Sr. Legal Counsel, M-I SWACO Drilling Fluids Business • Schlumberger • Houston, TX
Counseled client on legal issues managed at Schlumberger's M-I SWACO HQ level including matters related to finance, tax, HR, supply Chain, corporate & HSE. Managed a team of one attorney and three paralegals.

Feb. 2011 – May 2012
Sr. Counsel, Performance Plastics & Dow Engineering • Dow Chemical • Houston, TX
Counseled clients on commercial matters relating to Dow's Performance Plastics Businesses including NA sales contracts, global sales contracts, M&A due diligence, antitrust and FCPA. Counseled clients on commercial matters relating to the sale of EPCm services by the Dow Engineering Company to Dow affiliates or third parties.

Oct. 2007 – Jan. 2011
Sr. Attorney (Seconded Employee) • Univation Technologies, LLC • Houston, TX
Counseled Univation (50/50 JV between Dow Chemical & ExxonMobil) commercial teams on (i) gas-phase polyethylene technology license transactions, (ii) catalyst supply contracts, (iii) secrecy agreements, (iv) joint development agreements and (v) regulatory matters such as TCC, antitrust and FCPA. Lead attorney for the establishment of subsidiary companies in the Asia Pacific region.

Mar. 2006 – Oct. 2007
Attorney, Performance Chemicals & Plastics Business • Dow Chemical • Midland, MI
Counseled clients on commercial matters relating to Dow's Performance Chemicals and Plastics Businesses. Provided early-stage case management and business counsel support for commercial litigation. Lead attorney for the restructuring of Dow's wire and cable Japanese joint venture, Nippon Unicar Corporation.

Sept. 2001 – Feb. 2006
Attorney, US Operations • Dow Chemical • Midland, MI
Counseled clients on commercial matters relating to certain Dow and Union Carbide manufacturing operations. Provided case management for all operations-based litigation for Michigan and West Virginia Operations. Provided HR/labor counsel to clients in Michigan Operations.

Education

2001 - Juris Doctor • Michigan State University College of Law • E. Lansing, MI
Magna cum laude, top 10%, Michigan State Law Review

1995 – B.S. Environmental Chemistry • University of Michigan • Flint, MI

1991 – B.A. English • Albion College • Albion, MI

References

Available upon request.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Wednesday, January 21, 2026 10:12:15 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Planning Commission
First and Last Name	Anna Fenerty
Address	[redacted]
City	Crested Butte
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I am a lifelong resident of Gunnison County. I have lived in affordable housing here for twenty four years. I've worked service industry jobs for much of that time and live the reality of our unique economics. I would like to build a future for myself here, and create space for others to find their dreams here. I spent the last four years serving on the town council in Crested Butte, as well as the Mountain Express and RTA boards. After an unsuccessful challenge for mayor I've had a few months to reflect on public service. I know it is true and essential that fresh perspectives and new voices represent the complex web of lives in Gunnison County. I would like to contribute my experience, thick skin, and calm presence to what can a divisive and complicated role.
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: Sunday, January 18, 2026 6:23:21 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Planning Commission
First and Last Name	steve jenkins
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I am interested in participating in the Gunnison County Planning Commission to help guide future growth and development in the County. I understand the Commission reviews land use applications, makes recommendations on development policies, and ensures projects are aligned with the county's comprehensive plans. I also understand that this is a balancing act considering the economic wellbeing of the community, planning for growth, health, safety, and environmental protection. Ultimately, the Planning Commission serves the community's well-being. I understand this is a strictly advisory capacity. All final decisions rest with the Board of County Commissioners (BOCC). The commission makes recommendations on development applications, zoning changes, subdivisions, conditional use permits, and variances. I look forward to helping draft policies for development, comprehensive plans (like the GAP), and community guidelines. This Commission needs wide representation from the community. Major changes in zoning should not come as a surprise to members of the community. It is important to hold public hearings to gather input on proposed developments and

planning matters.

My background is a professional geologist, having spent 37 years working in the oil industry, mostly overseas. I was responsible for overseeing major projects, such as a $200 Million annual drilling project at KPO in Kazakhstan and was responsible for building reservoir models and planning development of Chevron's largest oil field (Tengiz Field in Kazakhstan) leading to production of almost 1 million barrels of oil per day. These planning skills will be useful to the Planning Commission, along with my appreciation of geological and flooding issues here in the County. I am also familiar with housing issues facing the county. Since 1992 I have owned property in the Gunnison area. My home and raw acres are located outside of the Gunnison City limits. I maintain rental property in Mt. Crested Butte and Gunnison City limits. I am familiar with the permitting and construction process in the County, having been involved in both minor and major construction projects.

Field not completed.

Additional Comments

Email not displaying correctly? View it in your browser.

From: [redacted]
To: BOCC
Subject: Application for Planning Commission
Date: Friday, January 16, 2026 11:06:54 AM

[EXTERNAL SENDER - USE CAUTION]

Dear Board of County Commissioners,

Following my recent STOR interview, I have gained a deeper understanding of the Planning Commission and its mission. Consequently, I am writing to formally submit my application for the open seat. As shared in previous conversations with the BOCC, I am deeply committed to the long-term well-being of Gunnison County—its land, its ecosystems, and the diverse community of people who call this valley home.

Having lived in the valley for more than 14 years, I understand both the opportunities and the pressures facing our county: responsible land use, housing challenges, transportation needs, environmental stewardship, and the importance of maintaining the character that makes Gunnison County unique. I believe these issues require thoughtful, balanced decision-making informed by both policy and lived community experience.

As previously shared, my background spans change management, strategic planning, corporate leadership, and communications. These disciplines have shaped how I analyze complex information, listen to differing viewpoints, ask clarifying questions, and support decision-making processes that are transparent, inclusive, and grounded in data. Across my career, I have helped organizations navigate high-stakes decisions involving competing priorities, stakeholder alignment, and long-range planning—experiences I believe translate directly to the work of the Planning Commission.

More specifically, I hope to contribute to the Commission's strategic outcomes in the following ways:

- **Objective evaluation of proposals:** striving to bring a structured, analytic, and fair approach to reviewing land-use applications.
- **Long-range planning insight:** applying my experience in strategy and systems thinking to support discussions around housing, infrastructure, transportation, and resilient growth.
- **Balanced consideration of perspectives:** fostering respectful dialogue during public meetings and helping bridge different viewpoints through thoughtful questions and evidence-based reasoning.

For further details on my professional experience and background, please refer to my LinkedIn profile: Beverly (Diaz) Troxtell LinkedIn Profile.

Thank you for considering my application. I would be honored to support the County and the BOCC in shaping thoughtful, sustainable planning decisions for our community's future.

Sincerely,

Beverly Troxtell
Cell: [redacted]

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Certified Local Government (CLG

Action Requested: Other BoCC approval for HPC to apply for grant

Parties to the Agreement: NA

Term Begins: **Term Ends:** **Grant Contract #:** NA

Summary:

The HPC requests the BoCC approve their intent to apply for a grant to hire a contractor to perform historical surveys of buildings in the City of Gunnison.

Fiscal Impact: $0

Submitted by: Mike Pelletier **Submitter's Email Address:** mpelletier@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 2/11/2026

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/11/2026 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 10

Agenda Date: 2/17/2026

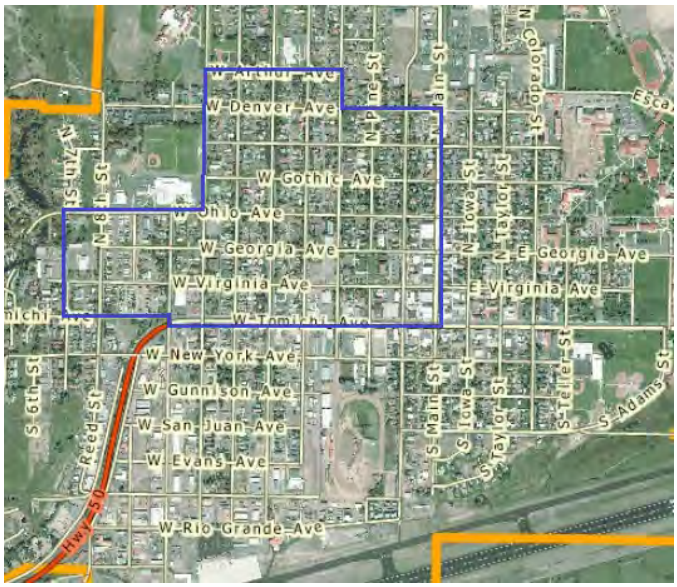
Revised April 2015

To: Board of County Commissioners
From: Mike Pelletier, GIS Manager
Date: February 17, 2026
RE: City of Gunnison Historic Survey Project

The Gunnison County Historic Preservation Commission seeks approval from the Board of County Commissioners to apply for a grant administered by the Colorado Office of Archaeology and Historic Preservation (OAHP). The grant is for conducting Phase 1 of a reconaisance level survey of historic buildings within the City of Gunnison. The grant request is due on 20th of February.

The purpose of the survey is to identify and document extant residential buildings constructed in or before the year 1900, with overview evaluation of integrity and potential significance, to establish a baseline inventory to support historic preservation planning, land-use decision-making, and future intensive-level surveys. All work shall be completed in compliance with History Colorado grant contract requirements, including OAHP survey guidelines. Phase 1 of the project is proposed to be funded by a CLG grant application currently in process. Phase 1 is to survey the approximately 68 homes in the northwest quadrant of the city. Phase 2 will address the other sections of the city and is anticipated to follow with a subsequent grant application, later in 2026.

The description of the Phase 1 survey area is as follows:
The primary arteries through the City of Gunnison are US Highway 50 (Tomichi Ave), running east-west and CO Highway 135 (Main St), running north-south. Phase 1, will be a study of the northwest quadrant of the city, bounded on the south by Hwy 50/Tomichi Ave., to the north by W. Denver and Arthur Avenues, to the east by Hwy 135/ N. Main St, and to the west by N. 7th St. Within this section of the city the County assessor lists approximately 68 buildings remaining within the date parameters.



After conclusion of the project, GC HPC will conduct public meetings and disperse the information to homeowners, local jurisdiction offices, and researchers.

Summary of notable tasks highlighted in the OAHP survey guidelines:

- Survey planning and methodology

- Field work visual review of the survey area and photographs of the resources
- Written report, including background research of the survey area
- Mapping and GIS data
- Complete OAHP form 1417 for each resource

Project Schedule Goals

- Anticipated Phase 1 start date April-June 2026 (with coordination of contract execution with History Colorado)
- Draft submittal January 31, 2027
- Final submittal May 31, 2027
- Public outreach and meetings will follow in 2027.

A request for proposals was advertised in mid January, and we received 6 qualifying responses. The HPC has reviewed the proposals and based upon budget, qualifications, and experience with similar projects, we have voted to select Metcalf Archaeological Consultants, a Terracon Company. The grant request to OAHP is for $24,720 with a total of 100 in-kind hours from HPC members and myself.

History Colorado

Certified Local Government (CLG) Subgrant Application
CLG Subgrant Program | Federal Fiscal Year 2026

Application Deadline: February 20, 2026 at 5:00 pm

Applicants should review the application instructions in the CLG Subgrant Program Manual before completing this application.

Name of CLG: Gunnison County Historic Preservation Commission

Mailing Address: 21 North Wisconsin St. Suite G

Federal Employer Identification Number: 84-6000770

Unique Entity Identifier (SAM.gov): NSN9FAGKEDJ9

Staff or Contact Person Responsible for Grant: Mike Pelletier

Title: Gunnison County GIS Manager and Administrator of GCHP Commission

Phone: 970 641 7645 Email: mpelletier@gunnisoncounty.org

Name of Chief Elected Official: Laura Puckett Daniels

Title: Chair, Gunnison County Board of County Commissioners

Name of Project: City of Gunnison Residential RLS

Amount of Request: $24,720.00

Grant Match (if applicable):

☒ In-kind $3,479.00

☐ Cash _____

Project Total: $28,199

History Colorado

Brief Description of Project (no more than 1500 characters):

The City of Gunnison is the county seat of rural Gunnison County. The city has sustained a population of approx. 5,000 residents since its incorporation in 1880, and this application is to fund a reconnaissance level architectural survey of the extant residential buildings from its early years. The first white settlers came to work at a nearby government cow camp that serviced the displaced Ute Indians of the area. Two members of this camp were joined by other pioneers in the 1870s and built the first cabins. These settlers battled the extreme winters and dissention amongst leaders before a dramatic population influx inspired successful platting and a building boom in the early 1880s. Gunnison's continual role as a resource hub for the area has combined with the region's modern tourism industry and its home to Western Colorado University to sustain livelihood. Enduring success has created demand for modern housing and new local codes are being adopted to encourage this development, without consideration to the historic fabric. The goal of this survey is to document the City's historic homes before more are lost through re-development. The approximately 150 extant homes built from 1850-1900 are prioritized and to be recorded in two phases at a reconnaissance level, OAHP form 1417. Approx. 68 homes in the northwest quadrant of the city will be phase one and the efforts of this grant.

History Colorado

Please check the following boxes to acknowledge your understanding of the CLG Subgrant Program policies:

☒ I understand that I may not begin work on my project until my agreement with History Colorado is executed at a time subject to the schedule of the National Park Service.

☒ I understand that all work must meet the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* and when applicable, survey standards established by History Colorado.

☒ I understand that my project must be completed by June 1, 2028, to comply with National Park Service requirements. I understand that failure to comply with this deadline could result in History Colorado declaring all/part of the work ineligible for reimbursement.

☒ I acknowledge that I have received and read the *CLG Subgrant Program Manual* and that I understand its contents.

Mike Pelletier

Signature of Staff or Contact Person Responsible for Grant — Date: 2/11/2026

Certification: This application is submitted to History Colorado for funding consideration under the Certified Local Government provisions of the National Historic Preservation Act of 1966 as amended.

Signature of Historic Preservation Commission Chair — Date: 02/10/26

Jody Reeser

Print Name

Signature of Chief Elected Official — Date

Print Name

History Colorado

Section 1: Project Selection (15 points)

Describe why you have selected this project and why it is a priority for your CLG.

Our County Historic Preservation Commissions looks to both our County Survey Plan (ERO, 2016) and local community events and needs to select survey projects that can continue to grow our historic resource knowledge and database. We have selected this project for our ongoing County survey efforts due to the lack of documentation for our important historic residential fabric and in consideration of recent local development code changes.

The 2016 County Survey Plan identified the east and west sides of downtown Gunnison as high priority. These commercial buildings, mostly along the 100-300 North Main St. and 100 South Main St. blocks were documented in an intensive level survey project conducted by the City of Gunnison in 1998. Although business occupants and some exterior features have changed, the report is still very useful and relevant. This current survey project expands upon this effort into the larger residential fabric within the city. Gunnison is the largest and one of the most significant cities in our sparsely populated County and the earliest development was dominated by residential buildings. These buildings are hugely influential in the defining character within the modestly sized city footprint. The historic residential areas have not yet been surveyed in the City of Gunnison.

Like many mountain communities in Colorado that have a thriving tourism economy and offer desirable relocation opportunities, our County is battling a housing crisis. On November 18, 2024, the Gunnison County Commissioners and Gunnison City Council voted on revisions to Gunnison Land Development which resulted in the new Gunnison Area Plan. This new plan sets new goals developed jointly between county and city to determine how and where development may take place in the areas of unincorporated Gunnison County within a three-mile radius of Gunnison City limits. This new plan intends to “decrease regulatory friction faced by developers and to streamline the approval process for infrastructure projects including housing projects.” On December 18, 2025, the City of Gunnison adopted an updated Land Development Code (LDC) that addresses these concerns with new language that encourages and assists developers in both new residential development and re-development of the current built environment.

GCHPC currently has works under an intergovernmental agreement with the City of Gunnison to be its historic preservation arm. GCHPC members have been part of the conversation with the City’s Community Development Department LDC update outreach process and although the city appreciates the importance of many of our historic buildings, they lack clear understanding and reference material of the location and number of the city’s historic resources and properties. They have, however, been receptive to working with the survey data we will collect during this project and have expressed a willingness to provide such information to development applicants that own historic properties. It is intended that a reconnaissance of the City’s historic resources will provide our county and city officials with a broader understanding of how and why historical resources can be considered as they navigate the needs of our community.

History Colorado

GCHPC believes knowledge can assist in community understanding of our treasured buildings and inspire owners and developers to take a more sensitive approach to projects affecting potentially significant properties. There is not a current project of concern we wish to address, but we hope to be proactive in gathering knowledge on buildings of historic integrity in order to be a helpful resource in the forward development of the city. We also believe that providing current owners of potentially significant historic homes more background and insight into their property can be paired with our community outreach to encourage more landmark listing applications and possible protections.

We have reviewed a map showing the City's buildings by eras built (see attached), refined that data by creating spreadsheets that focus on residential buildings, and done a walking review, to conclude homes built prior to 1940 have the most influence on the historic character of the city. The earliest homes that remain are a sparse number of log cabins, followed by many homes of various style, size, and construction materials and techniques. The large number of houses that are grouped as built in or before 1940 is too large for our modestly funded volunteer Commission to take on in a single project. We also feel the small numbers of any single architectural style group or matching construction type group is too limiting. As a result, we are planning to approach the work based upon numbers of extant homes built during defined periods of time in a phases process, with funding found by both grants and potential fundraising. This application is for our initial phase 1 group of highest priority houses to be from the earliest years of settlement of in and before 1900 (see example pictures attached). These oldest homes are the most reflective of the pioneer settlement period of the city, but many may also be the most vulnerable to demolition.

History Colorado

Section 2: Project Team (10 points)

List project participants, their qualifications, and the exact role they will play in this project.

The Gunnison County Historic Preservation Commission (GCHPC) will manage and oversee the grant. The GCHPC has previously received two CLG grants, the first to conduct a County-wide survey plan, to establish context and future research to be undertaken, as well as a resource survey of the Townsite of Crystal. GCHPC's staff administrator, Mike Pelletier, will be the project administrator. Commission members Jody Reeser, (Architect) and Dr. Heather Thiessen-Reily, (Retired Western Colorado University History Professor) will be managing the grant alongside Mr. Pelletier. All three have previous experience working with History Colorado. Mr. Pelletier and Mrs. Reeser managed of the GCHPC's Townsite of Crystal CLG grant and survey. Mr. Pelletier was also a manager in GCHPC's 2016 county-wide historic resources survey plan. Several additional GCHPC members will be contributing to the background research and public outreach efforts of the project.

Mike Pelletier is the Gunnison County GIS Manager with over thirty-two years of governmental land planning and analysis experience. His analytical tools include GIS, database SQL, economic modeling, and graphic visualizations. He’s found notable and innovative success with transfer of development rights, subdivision design, and use of IMPLAN economic data. He has provided limited support to the Gunnison County Historic Preservation Commission since 2015. Mike earned a B.S. in Economics and Masters in Urban Affairs from Virginia Tech.

Mike’s role in this project will be focused on administrative support for dispersing information, liaison and grant management efforts with the County finance department and County leadership staff, and assistance in creating resource lists and mapping information.

Jody Reeser, AIA has been a Licensed Architect and owner of J Reeser Architect LLC since 2005, with approximately 30 years of experience in the field of architecture. Her experience includes work on commercial buildings, custom residential, and multi-family projects with a favored emphasis on historic buildings and adaptive reuse projects. Her specialties within the field of architecture are existing/historic building assessments and documentation; local and international building codes evaluation and implementation planning; sustainability technologies evaluations and implementation planning. Her skills guide building projects from first assessment and documentation, through construction documents and construction administration. She is a SOI qualified architect.

Jody will provide project management and coordination for GCHPC member efforts and assist the chosen consultant with scope questions, local resource identification, and report reviews. Jody will also assist in providing local background historical research and sources for use in the report and will join with other GCHPC members to write press releases and present the findings to City of Gunnison residents and staff.

History Colorado

Dr. Heather Thiessen-Reily is a historian and recently retired Professor of History and Chair of Western Colorado University's Department of Behavioral and Social Sciences. During her career at WCU, she developed the Public History program and delivered courses on Public History, Oral History, Monuments and Memorials.

Heather will assist in providing local background history research and sources for use in the report and will join with other GCHPC members to write press releases and present the findings to City of Gunnison residents and staff. She will also supervise the student intern from WSC.

WCU Student intern, Juniper Bradford. They are a Senior majoring in Anthropology major who is also pursuing GIS and CRM certificates at Western Colorado University.

GCHPC solicited proposals and qualifications from multiple firms and has chosen to work with Metcalf-Terracon for this project. We have worked with this firm on a previous survey project and found them to be competent, knowledgeable, and thorough in their analysis and deliverables.

Founded in 1965, Terracon operates its National Headquarters in Olathe, Kansas. Terracon celebrated its 60th anniversary as a company in 2025. Over the years, Terracon has grown into a thriving, employee-owned, multi-disciplined engineering consulting firm delivering facilities, environmental, geotechnical, and materials services. Just last year, Metcalf Archaeological Consultants joined the Terracon family. Our combined services will deliver solutions for commercial development, energy, federal, state, and tribal agencies, transportation, telecommunications, and utilities.

With more than 100 years of combined preservation experience, the Metcalf / Terracon key team members meet the Secretary of Interior Professional Qualification Standards (SOI Qualifications) for History, Architectural History, Historic Architecture, and Archeology. With our strong team of historic preservation professionals, we bring significant expertise and experience working collaboratively on comparable projects. We have extensive, recent, and direct experience with projects in Colorado. We routinely work with the Colorado Office of Archeology and Historic Preservation (OAHP), applying their guidelines for architectural inventory, and we are very familiar with compliance with History Colorado grant contract requirements. As a result, our team is postured to assist GCHPC with our in-depth knowledge of applicable local, state, and federal regulations. Metcalf / Terracon operates a nationwide architectural history and cultural resources team, with more than 175 locations across the United States – including Golden, Eagle, and Grand Junction, Colorado.

History Colorado

Section 3: Project Description (20 points)

Explain the proposed project, describing any preparatory steps that have been taken that have led to this project, the proposed project's tasks and components, which historic resources (if any) will be involved, and any future phases or programming that may relate to this project.

GCHPC wishes to conduct a Reconnaissance Level Architectural Survey of the historic residential resources of the Northwest quadrant of the City of Gunnison. GCHPC anticipates a four-phase effort to survey the extant residential buildings of two development eras. This grant application is our Phase 1 effort to survey the homes built in 1900 and earlier, in the earliest, most heavily developed northwest quadrant of the city. Future Phase 2 is to survey the same era, but throughout the rest of the city, where homes are more scattered during this period. Phases 3 and 4 intend to survey the homes in the city built between 1901-1940, with potential further refinement given the larger number of resources. When complete, this collection of surveys will provide an important database of the residential architectural history during Gunnison's most character-defining years. We have requested and received consultant proposals for both Phase 1 and Phase 2 at this time. We chose to request both initial phases so that we have the needed information to apply for this first phase grant and launch the overall project and to be able to efficiently plan for and apply for subsequent grants and funding for Phase 2 in 2026.

In preparation of this project, our CLG members have familiarized themselves with the new county and city Gunnison Area Plan and Land Development Codes to help guide the focus of our county survey efforts. We've also consulted the 2016 county-wide historic resources survey plan that identifies East and West sides of the City of Gunnison as high priority resource areas and the 1998 City of Gunnison downtown ILS commercial buildings survey to identify gaps and needs in our resource data collection. We have created a map of Gunnison and a key for identifying density of historical resources which has helped us determine which area to focus upon for this grant. (See map attached) We propose to undertake a Reconnaissance survey of the Northwest quadrant of the City of Gunnison as it contains the most historic residential resources - approximately 68 structures, including a log cabin which the assessor dates to 1850.

We intend to work with Metcalf Archaeological Consultants, A Terracon Company, to conduct this survey work. GCHPC has worked with this company on a previous survey project and look forward to collaborating with their skills and expertise once again. The proposed architectural inventory is organized around five primary tasks focused on: (1) project management; (2) files search and archival research; (3) fieldwork and photography; (4) reporting; and (5) Colorado Office of Archaeology and Historic Preservation (OAHP) 1417 forms. Phase 1 of the project would be on a timeline between April 2026 and May 2027; and Phase 2, which would follow a similar path of tasks, is proposed for between December 2026 and January 2028. GCHPC will support and contribute to Metcalf's work by assisting in the background research. A select number of our members with relevant expertise will review local libraries and museum information, interview relevant local community members, and search for helpful historic photographs.

History Colorado

Section 3: Project Description (continued)

GCHPC has also secured a student intern from Western Colorado University to aid CLG members in conducting the Phase I survey. The student intern will work with and learn from the CLG chosen consulting firm. As the student intern is earning their GIS and CRM certificates at Western, the student will incorporate elements of this project into their course requirements, including drone surveys, historical and file research using local, state and federal offices and archives, community outreach, and other related tasks identified by the project consultant and CLG as they develop.

We have liaised with the City of Gunnison's Community Development Department and gained their support in providing them with a copy of the final survey report and property forms for their reference and use and to supply the additional knowledge to anyone applying to re-develop a found historic property so they at least have knowledge of potential significance and an understanding of how to contact and work with our CLG.

The Phase I survey will aid in educating the community on the existing historic resources and be used for advocating developers for rehabilitating these properties before any demolitions. If successful, this grant will allow us to establish a foundational plan for extending analysis and identification into other areas of the City of Gunnison. With the data gathered from this project we will use our county website and well-read local newspapers to summarize the project for the community. We plan to hold public meetings to present the information at the Gunnison County Library. We will work to provide information about the history of each historic home to the current homeowner. Any building that shows potential for landmark listing and an owner is interested in pursuing such, the GCHPC hopes to have a positive and helpful line of communication to assist in that process.

GCHPC is also currently working on an historic walking tour around downtown Gunnison for residents and visitors and we would like to add buildings from the survey to the tour. The project will also be used to highlight the importance and process of Historical Preservation in Gunnison as part of the May 2026 Historic Preservation Month.

History Colorado

Section 4: Underrepresented Communities (10 points)

Describe how this project will promote the preservation of resources associated with underrepresented communities in your local area.

This survey project will serve as a corrective to the limited representation of underrepresented communities in Gunnison's existing historic record. By intentionally expanding the historical narrative beyond the traditionally documented experiences of white male settlers and civic leaders, we can address the underrepresented experiences of laborers, immigrants, women, and people of color in historic Gunnison. Following the proposed survey, the summary of our findings will be written and spread to the community via the county website and the local newspapers. The Gunnison County Library has also agreed to host informative meetings at their premises as the survey is conducted. A copy of the report will be given to the city's Community Development Program, ensuring historic resources will be considered during new development. The owner of found historic buildings will be provided owner information as well as a pride-of-place package. Public outreach concerning the results of the survey will provide a more trusted line of communication with the city's residents. Additionally, ensuring that all residents have access to information about the historic significance of downtown Gunnison will support a more democratic and inclusive approach to historic preservation.

The survey identifies modest dwellings that are more likely to have housed miners, railroad workers, ranch hands, and other laborers who formed the backbone of Gunnison's economy during periods of mining and ranching booms and infrastructure expansion. These working-class residences are especially vulnerable to redevelopment due to their size, condition, and perceived lack of significance; yet they represent the lived experiences of a majority of the town's historic population. Examining the common conditions of historic housing can allow for a deeper evaluation of the lives of the workers that supported the entire town with their labor. Miners that worked in locations such as the Aberdeen Quarry, the Alpine Tunnel, Vulcan, and many more, lived in quite harsh conditions in the dry, cold environment of Gunnison. Railroad construction and support laborers were also an important demographic during this early era of development and resided in cabins and small homes throughout the city. Documenting these properties ensures that labor history is preserved alongside more visible and formal narratives of wealth and leadership.

The project acknowledges the historic underrepresentation of women in Gunnison's documented past by showcasing domestic buildings where women's labor, community-building, and economic contributions took place. Women worked in the fields alongside men, worked in local politics, and oversaw the domestic realm within the aforementioned historic housing. While women are rarely foregrounded in the preserved, written histories, historic homes can provide critical evidence of their presence and roles, whether as heads of households, business operators, or contributors to family survival in a remote and harsh environment. Recording these residences creates opportunities for future research that more fully integrates women into Gunnison's historic narrative.

Although Ute people and other people of color are often omitted from Gunnison's architectural history after the town's settlement period, this survey establishes a foundation for recognizing those absences and encouraging more inclusive interpretation. By documenting the physical landscape shaped by displacement, labor systems, and settlement patterns, the project creates space for future research that may connect extant properties to marginalized populations, including native peoples, Hispanic laborers, and others whose histories are not yet well represented. In doing so, the survey not only preserves historic resources but also challenges the limitations of existing narratives, promoting a more representative understanding of Gunnison's past. Through public meetings, online access to survey findings, and interpretive programming, the project will provide a broader understanding of Gunnison's past and encourage ongoing community dialogue about whose histories are preserved and valued.

Section 5: Timeline (5 points)

List key milestones, in the order they will be completed, and target dates for completion.

If awarded this grant in April of 2026, the GCHPC will notify Metcalf Archaeological Consultants that the project is able to proceed as soon as possible. The consultant contract will be executed within 60 days of receipt of the fully executed grant agreement, or after Gunnison County is under contract with History Colorado. This timeline has been updated based upon contract time estimate comments from History Colorado and therefore differs slightly from the timeline originally estimated with Metcalf Archaeological Consultants and reflected in their attached proposal. Schedule communications with Metcalf Archaeological Consultants and GCHPC will continue to be updated as necessary based upon History Colorado's contract process.

April-June 2026: Kick-off meeting with GCHPC, SHF staff and the Metcalf Archaeological Consultants project team prior to field work/research.
April-June 2026: Project information posted on GCHPC website and highlighted in local May Historic Preservation Month efforts.
June 2026: Records and history research begins.
June 2026: Project kick-off press releases sent to Gunnison Times newspaper and letters of introduction sent to homeowners of properties being reviewed.

July-October 2026: Field work will be conducted by Metcalf Archaeological Consultants.
November 2026 - January 2027: Draft report and forms completed by Metcalf Archaeological Consultants.
February 2027: GCHPC review report and forms and provide feedback to Metcalf Archaeological Consultants.
Early March 2027: Draft report and forms submitted and reviewed by SHF staff.
By May 31, 2027: Final report

June-July 2027: Survey report posted on GCHPC website.
June-July 2027: Project wrap-up press releases sent to Gunnison Times newspaper.
June-July 2027: GCHPC hosts public meetings and provides copies of the survey to homeowners and the City of Gunnison Community Development Department.
By the end of 2027: GCHPC includes a selected number of identified buildings in its Gunnison Walking Tour.

History Colorado

Section 6: Public Benefit and Outreach (15 points)

Include who will benefit and how they will benefit as well as information on how you will make others aware of the project and share its results.

The earliest non-Native American settlers of the Gunnison Valley in the 1870s lived primarily in tents and small log cabins, built in haste. The extreme cold winter climate, rugged terrain, and challenges of pioneer life slowly came together until the 1880 boom-town eruption of residents established the City of Gunnison's population of 5,000 people and hundreds of permanent structures. Notable fires in 1883 and 1888 required much of downtown and surrounding areas to rebuild into the early 1900s. Identifying, documenting, and evaluating the approximately 150 buildings that have stood the test of time and remain today is important for the citizens of Gunnison to learn about and take pride in.

As the area has shifted from an economy and work force focused on mining and ranching to today's recreation and tourism-based economy, so have the needs and wants of the residents and visitors. Western America showcases outdoor recreation and public lands as very high value asset, which draws an ever-changing and growing amount of people to our rural County's small towns. The current emphasis on adding housing to the City of Gunnison has motivated the City's Community Development Department to update its Land Development Code this year, which may cause a shift in how and where developers can approach increasing density within the boundaries of the city. New construction can be done in a way beneficial to the unique character of place by understanding what historic resources exist within the fabric. Most life-long and relocated residents of Gunnison treasure its western character and pioneer history, so being able to update and highlight important surviving details is important. Heritage tourism is an important economic driver of Gunnison and its workforce, therefore having the information to showcase and protect these resources will also provide longevity to this market.

With the execution and completion of this and each subsequent phase of City of Gunnison residential survey, GCHPC will use our county website and local newspapers to spread the word about the project and summarize the findings. We hope to inspire contact with local families that have been generational residents to collect oral histories and photographs of residential life during Gunnison's earliest era. GCHPC and a student intern from local Western Colorado University will assist the consultants with the project by working on background research from local repositories and assisting to provide additional local data collections of possible drone context photos.

We are excited to gain local support by spreading public awareness of our intention to approach the City of Gunnison historic residential architectural resources survey process in a multi-phase approach. Our current consultant proposal outlines both Phases 1 and 2 so that we may use phase 1 summary and cost for this project and grant and also have the base information to share our plans for Phase 2 and efficiently move forward with grant requests for the next chapter of study. The momentum we will be able to launch now and sustain with intended future phases of this work will help

keep historic preservation in the forefront of our local community members and excitement in conversations of local gatherings. Small town life is exemplary in using word of mouth momentum and support for important collective preservation intentions.

The Gunnison County Library has agreed to be a partner in public meetings to present each phase's findings and documents. GCHPC is working with the City of Gunnison's Community Development Department to provide a copy of the report for their use in planning efforts and to provide development applicants with a greater knowledge base of potential impacts of new construction on historic structures. GCHPC also plans to create an owner information and pride-of-place package to send to each property owner of a building in the study found to be extant and potentially significant. If the information shows potential for landmark listing and an owner is interested in pursuing such, the GCHPC hopes to have established a positive and helpful line of communication to assist in that process.

GCHPC is currently working on an historic walking tour around downtown Gunnison for the education and enjoyment of residents and visitors and we would like to include additionally identified properties from this survey in that tour database. Once the walking tour is available on our website, we would like to create an app for use on mobile phones for residents and visitors. Heritage tourism is an important economic contributor in Gunnison County and this information dispersement method will help nurture this.

History Colorado

Section 7: Combined Scope of Work and Budget (20 points)

Note scope of work components on lines A through I and insert the associated cost in the space provided below. Describe each scope of work component in the space directly underneath. If additional space is needed for descriptions, please continue into the next box field. Insert cash or in-kind match amounts in the space provided.

A. Task 1: Project Management
Total Amount: $3,530.00
This fee includes the project kick-off meeting; the review meeting; the project wrap up meeting; coordination with the County HPC and GIS; as well as management and progress reporting.

B. Task 2: Files Search and Archival Research
Total Amount: $1,060.00
This task includes conducting a file search in advance of the fieldwork; a review of Gunnison County HPC files and previous studies; as well as conducting additional limited archival research to supplement documentation and the preparation of a historic context for the report.

C. Task 3: Fieldwork and Photography
Total Amount: $5,305.00
This includes costs for a survey plan and methodology prior to conducting fieldwork; photographs and the preparation of a photograph log; as well as the mapping and management of GIS data collected as part of the survey. This fee is based on the survey of 68 historic age resources and includes $920.40 in ODCs for in-state travel.

D. Task 4: Reporting
Total Amount: $6,055.00
This includes the draft and final reports summarizing the findings of the survey. The report will follow guidelines from the Colorado OAHP.

History Colorado

E. Task 5: Colorado OAHP Forms (Form 1417)
Total Amount: $8,520.00
This fee includes the preparation of draft and final OAHP Form 1417 for documented historic resources.

F. Printing and Presentation Materials and Newspaper Fees
Total Amount: $250.00
GCHPC costs for printing 2 copies of the final report with building forms to disperse to the City of Gunnison Community Development Office and the Gunnison County Library ($40); costs for printing and sending forms with letters to approx. 68 homeowners for notification of the project and finished property form ($188); Public meetings presentation boards ($22)

G.
Total Amount:

H. GCHPC In-Kind Efforts
Total Amount: $3,479
Jody Reeser (Board Chair), Heather Thiessen-Reily (Board Member), LeeAnn Mick (Board Member) and administrator Mike Pelletier will contribute an estimated combined 100 hours at $34.79 (current estimated national value of each volunteer hour) communicating with Gunnison residents, providing local background history research to the consultant, conducting project start public meetings and press releases, coordinating/managing the grant, reviewing the documents, and executing public outreach at the completion of the project.

I.
Total Amount:

History Colorado

Budget Totals

Please use only whole dollars, and round up if necessary.

Category	Amount ($)
Project Total	$28,199 (with In-Kind)
Grant Request	$24,720
Cash Match	
In-Kind-Match	$3,479
Match Total	

History Colorado

Section 8: State Preservation Plan (5 points)

Please select at least one goal and at least three objectives of the 2030 State Preservation Plan that your project supports.

- [x] Goal 1: Preserve & Sustain
  - [x] 1. Invest in the preservation of place and resources across all of Colorado's geographies and jurisdictions.
  - [ ] 2. Integrate inclusive preservation priorities into local planning, community development, and policy-making efforts.
  - [x] 3. Connect historic preservation efforts to existing initiatives that support resiliency planning, sustainability, and environmental conservation.

- [x] Goal 2: Include & Recognize
  - [ ] 1. Expand access to preservation and archaeology programs for all Colorado communities.
  - [x] 2. Embrace local knowledge and lived experiences that connect place-based resources with cultural heritage and stories to build collective belonging in our shared history.
  - [ ] 3. Reduce barriers and enhance accessibility so support all communities regardless of resources and experiences.

- [x] Goal 3: Engage & Co-Create
  - [x] 1. Deepen relationships with communities to identify and support community-led, -driven, and –beneficial preservation initiatives.
  - [x] 2. Cultivate wide-ranging partnerships to create a broad base of advocates who are able to advance local preservation efforts.
  - [x] 3. Engage property owners and the larger real estate and development community to cultivate a shared understanding of the benefits of historic preservation.

- [ ] Goal 4: Education & Train
  - [ ] 1. Design and deliver a spectrum of educational opportunities for diverse audiences.
  - [ ] 2. Cultivate meaningful and relevant opportunities for youth and adult volunteers to engage in preservation activities and deepen their understanding of our shared past.
  - [ ] 3. Prioritize workforce development in order to meet the current and future needs of urgent preservation work.

History Colorado

Attachments:

- ☐ W-9 (required)
- ☐ Estimate(s) (recommended)
- ☐ Photographs (if applicable)
- ☐ Maps (if applicable)
- ☐ Letters of Support (recommended)

407 Broadway
Eagle, CO 81631
P (970) 328-6244
metcalfarchaeology.com
Terracon.com

February 3, 2026

Jody Reeser
J Reeser Architect, LLC.
Gunnison County Historic Preservation Commission
PO Box 599
Gunnison, Colorado 81230

Email: jody@jreeserarchitect.com

RE: Proposal for City of Gunnison Reconnaissance Level Architectural Resources Survey

Dear Ms. Reeser:

Metcalf Archaeology / Terracon Consultants, Inc., appreciates the opportunity to submit this proposal to the Gunnison County Historic Preservation Commission (GCHPC) in support of the Request for Proposals (RFP) for a reconnaissance level architectural resources survey in the City of Gunnison, Gunnison County, Colorado. This proposal outlines our understanding of the project, methodology and work plan, project team and roles, schedule, cost proposal, examples of comparable work, and references. We understand that GCHPC is planning to apply for a Certified Local Government (CLG) grant through History Colorado to provide funding for a qualified consultant to conduct architectural recording of pre-1900 residential buildings to establish a baseline inventory to support historic preservation planning, land-use decision-making, and future intensive-level surveys. The overall project would take place in two phases from 2026 to 2027: Phase 1 would focus on buildings dated between 1850-1900 in the NW quadrant of the city, and Phase 2 would include buildings dated between 1850-1900 in the other areas of the city. We have outlined our scope of work and costs for both phases in this proposal.

Company Experience

Founded in 1965, Terracon operates its National Headquarters in Olathe, Kansas. Terracon celebrated its 60th anniversary as a company in 2025. Over the years, Terracon has grown into a thriving, employee-owned, multi-disciplined engineering consulting firm delivering facilities, environmental, geotechnical, and materials services. Just last year, Metcalf Archaeological Consultants joined the Terracon family. Our combined services will deliver solutions for commercial development, energy, federal, state, and tribal agencies, transportation, telecommunications, and utilities.

With more than 100 years of combined preservation experience, the Metcalf / Terracon key team members meet the *Secretary of Interior Professional Qualification Standards* (*SOI Qualifications*) for History, Architectural History, Historic Architecture, and Archeology. With our strong team of historic preservation professionals, we bring significant expertise and

experience working collaboratively on comparable projects. We have extensive, recent, and direct experience with projects in Colorado. We routinely work with the Colorado Office of Archeology and Historic Preservation (OAHP), applying their guidelines for architectural inventory, and we are very familiar with compliance with History Colorado grant contract requirements. As a result, our team is postured to assist GCHPC with our in-depth knowledge of applicable local, state, and federal regulations.

Metcalf / Terracon operates a nationwide architectural history and cultural resources team, with more than 175 locations across the United States – including Golden, Eagle, and Grand Junction, Colorado. This gives us the flexibility for our technical and local office teams to work in tandem on multiple projects concurrently to meet our clients' needs. Thus, we can mobilize quickly to work on the architectural survey in the City of Gunnison.

Metcalf is proud of the relationship we have built with GCHPC based on the work we previously conducted in 2023 for GCHPC's architectural inventory of the historic Crystal Townsite (Krasnow et al. 2023), which was accepted by SHF with compliments for quality work on the report and inventory forms. Speaking directly to GCHPC's proposed Scope of Work with more recent project examples, Metcalf / Terracon has experience across the Front Range and Denver such as recent historic resource and architectural design guidelines projects, public engagement, and archaeological investigations with the City of Golden, several housing projects in Lakewood and Denver, the expansion of the Cleo Parker Robinson Dance Academy in metro Denver, as well as projects with the United States Air Force Academy. At a more regional level, our staff are working on an ongoing project for the Heart Ranch National Register of Historic Places (NRHP) nomination in Wyoming.

Metcalf/Terracon's nationwide team gains additional experience and grows stronger through our previous and ongoing projects. New and ongoing projects allow opportunities for our junior team members to gain the expertise to be successful in the field of historic preservation. We apply our experience and technical knowledge to our projects, producing thoroughly researched, detailed, and thoughtful deliverables. Metcalf / Terracon also believes project success is achieved by effective communication and early coordination with our clients and their stakeholders; this has been vital to the success of our prior municipal projects. We recognize that not all projects are performed successfully and one of the key lessons we have learned is to embrace challenging projects as learning opportunities.

In closing, why should GCHPC pick Metcalf / Terracon? We offer:

- **Previous Local Experience and Capacity**
- **Professionally Qualified Team**
- **Understanding the Breadth of the Project**
- **Commitment to Our Clients**

We are positioned and ready to meet the needs of GCHPC. If you have questions or would like to discuss our qualifications, Melissa can be reached at (719) 238-2106 or via email at melkins@metcalfarchaeology.com; and Heather can be reached at (951) 522-7326 or via

email at Heather.Puckett@terracon.com. We look forward to the opportunity of working with GCHPC.

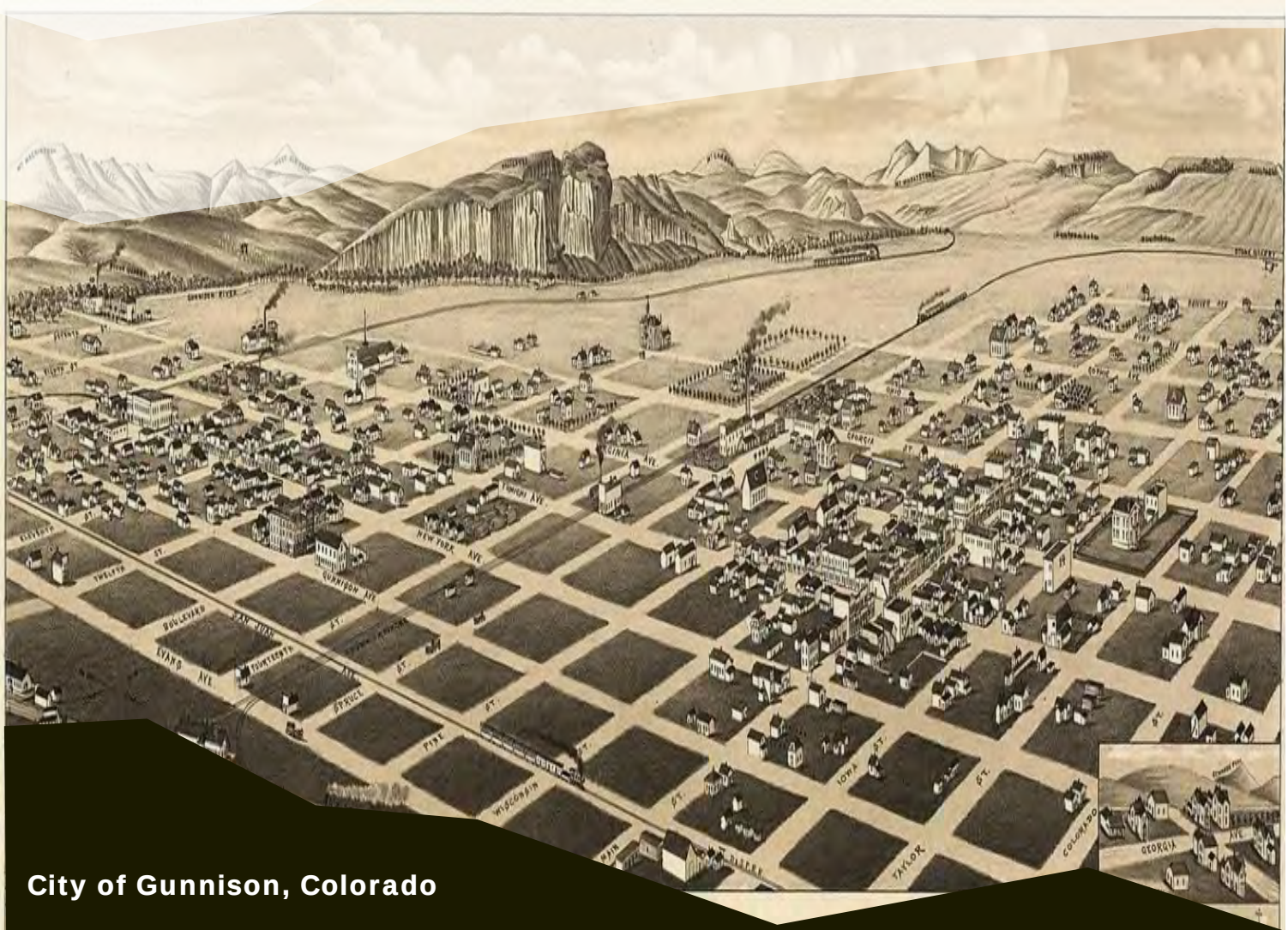
Sincerely,

Metcalf Archaeological Consultants, Inc. / Terracon Consultants, Inc.

Melissa Elkins, MA
Archaeologist, Project Manager
Regional Project Coordinator

Heather R. Puckett, PhD, RPA
Group Manager, Architectural History
Project Manager

Metcalf
Archaeological Consultants
A Terracon Company



City of Gunnison, Colorado

Reconnaissance Level Architectural Resources Survey

Request for Proposals

February 3, 2026

Courtesy of Henry Wellge, Vintage City Maps

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APPENDICES

Appendix A Team Resumes
Appendix B Project Capsules

PROJECT UNDERSTANDING

The Gunnison County Historic Preservation Commission (GCHPC) was established in 1993 and has the mission of providing historical, cultural and architectural landmark identification and nomination services to the Gunnison County Board of County Commissioners. With the goal of establishing a baseline inventory to support historic preservation planning, land-use decision-making, and future intensive-level surveys for the City of Gunnison, GCHPC seeks proposals for a consultant to conduct a reconnaissance level architectural inventory of a subset of the city's historic residential buildings. Two groups of buildings have been identified and are planned for documentation in two separate phases. Phase 1 would include 68 buildings dated from 1850-1900 in the NW quadrant of the city, and Phase 2 would include 86 buildings dated from 1850-1900 in the other areas of the city.

An inventory of residential buildings in the City of Gunnison is in critical need. The goal of the survey is to document the city's remaining historic homes before any more are lost through re-development. The approximately 150 extant homes built from 1850-1900 are targeted for documentation.

The proposed architectural inventory is organized around five primary tasks focused on: (1) project management; (2) files search and archival research; (3) fieldwork and photography; (4) reporting; and (5) Colorado Office of Archaeology and Historic Preservation (OAHP) 1417 forms. Phase 1 of the project would be on a timeline between April 2026 and May 2027; and Phase 2, which would follow a similar path of tasks, is proposed for between December 2026 and January 2028. Throughout the life of the project, Metcalf/Terracon would have close coordination with GCHPC County Staff Liaison and County Geographic Service Manager: Mike Pelletier, MPelletier@gunnisoncounty.org and Commission Chair: Jody Reeser, AIA jody@jreeserarchitect.com. Our field methods and deliverables will adhere to History Colorado CLG grant contract requirements and OAHP survey guidelines

METHODOLOGY AND WORK PLAN

We understand that GCHPC has identified 68 potential historic properties in the town that require reconnaissance architectural survey and documentation on the OAHP 1417 architectural inventory forms; the work for which will be split between two phases. We further understand that the field evaluation of structures for National Register of Historic Places eligibility and the subsequent technical report of the results must meet Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and be approved by the OAHP at History Colorado. Historic age resources will be inventoried, photographed, and field evaluated for historical significance and integrity. Field documentation and evaluation of the historic age resources selected for intensive survey will require archival and contextual research, assessment of integrity, application of the four National Register of Historic Places (NRHP) Criteria for Evaluation (A through D), and subsequent Criteria Considerations found

in 36 CFR Part 60. The findings will be presented in a technical report which will address specific information about the recorded historic buildings and their historical context and significance. The report will be submitted for approval by GCHPC and the State Historic Fund (SHF).

We have outlined our work plan by task below.

Task 1. Project Management

This task will include the team's project set-up and office management. Specifically, it will include an initial introductory or kick-off meeting. The Metcalf/Terracon team will meet with GCHPC and the State Historic Preservation Fund (SHF). We assume that this meeting can be held virtually (i.e., via telephone call or video) with follow-up emails, rather than an in-person meeting. Goals of the kick-off meeting will include discussing project expectations and SHF requirements and obtaining a copy of GCHPC's CLG grant application as well as any existing historic research material already available from GCHPC.

Task 2. Literature Review and Research

Prior to beginning fieldwork, Metcalf/Terracon will conduct necessary preliminary research including a review of existing historic documentation in the project area, relevant survey and stabilization reports, and any documentation specific to the City of Gunnison. This background research will provide a basic knowledge of the area as well as results of previously conducted work. Metcalf/Terracon also will obtain copies of available documentation and GIS data from the OAHP and conduct on-line research of the Gunnison County Assessor's office records.

Archival research will, at minimum, include a review of county tax records and deed searches from the Gunnison County Assessor's office, which we understand is available online. If GCHPC already has this information in-hand we would appreciate having copies. Additional on-line resources will be consulted and information gathered as available as the standard for reconnaissance level survey. Information received from property owners during GCHPC's initial contact will be incorporated into the historic context and reporting.

Historic age resources recorded during intensive survey will be researched to obtain specific information about the construction dates, chains of ownership and occupation, and history or function of uses. In order to adequately evaluate the select properties, the Metcalf/Terracon team will consult relevant primary and secondary source materials as well as state developed contexts, web guides, and NRHP documents.

Task 3. Fieldwork

The GCHPC has provided a boundary for the two proposed survey areas for Phases 1 and 2, pending funding. Metcalf/Terracon will conduct a reconnaissance level survey of 68 historic age resources in Phase 1 and 86 historic age resources in Phase 2. These inventories will conform to the guidelines contained in *Colorado Cultural Resource Survey Manual: Guidelines for Identification* (OAHP 2007). Work will be directed remotely by the Metcalf/Terracon Group Architectural Historian, Heather R. Puckett, PhD, RPA, and directly conducted by Architectural Historians Emily Wren and Shawn Carey. In accordance with the Request for Proposal (RFP), following approval of a survey plan and methodology, the team will record the historic age

resources using OAHP Form 1417. On-site documentation will include, at minimum, locational information, written descriptions of associated features, dates of construction, historic associations and/or contexts, and an assessment using the seven aspects of integrity (design, location, setting, materials, workmanship, feeling, and association). We will include a preliminary evaluation of eligibility following criteria established in 36 CFR 60 and the guidelines provided in National Register Bulletin 15, *How to Apply the National Register Criteria for Evaluation*. Justification for the eligibility or ineligibility of a location will be discussed in the technical report with reference to the four Criteria for Evaluation (A through D), seven Criteria Considerations (A through G), and seven aspects of integrity.

Historic age resources will be recorded by taking high quality digital images from the exterior. Photographs will clearly show the subject building. If there are secondary structures associated with a site and they are not clearly visible in the image of the main house, additional photographs may be taken. Our Architectural Historians will document physical descriptions of historic age resources, note their current property conditions, and make preliminary recommendations regarding integrity utilizing our digital iPad workflow.

Task 4. Reporting

Metcalf/Terracon will prepare a technical report detailing the results of our efforts. Relevant site information, NRHP eligibility, site history, and context will be compiled by Metcalf in a comprehensive technical report for submission and approval by the GCHPC, State Historic Fund, and OAHP. The final report will include a cover page, abstract, table of contents, list of figures, list of tables, introduction, project background, site description, historic context, and preliminary field NRHP eligibility evaluations. To achieve quality control and assurance at Metcalf/Terracon, the report and resource forms will go through intensive review by a technical editor, the Authorized Project Reviewer (APR), and Project Manager prior to submittal. This review will ensure the report satisfies the requirements of the SHF and OAHP and displays technical competence, is grammatically sound, and is compiled in a manner consistent with the project. If Metcalf/Terracon receives any comments from GCHPC, SHF, or the OAHP on the draft technical report, we will make the necessary edits and submit a final digital copy.

Task 5. OAHP Forms

Metcalf/Terracon will utilize the Colorado Cultural Resources Inventory Historical and Architectural Reconnaissance Form (OAHP Form 1417). Forms will be completed for historic age resources surveyed at this level. OAHP Forms 1417 are intended to provide basic descriptive records of a single building, structure, object, or site sufficient to make a preliminary assessment of architectural significance and/or identify potential areas of historical significance and do not result in a formal evaluation of historical significance in reference to the NRHP Criteria. Data collected for historic age resources will include, as available: legal location, street address and parcel information, UTM reference, property name, resource classification, current property owners, description of basic construction features, historic function and date of construction, potential areas of significance, site photographs, maps, and assessment of integrity. Using data gathered during the field inventory and the relevant contextual information, we will provide a preliminary field NRHP eligibility assessment for historic age resources surveyed during the current study. Completed

State Form 1417 forms will be included in the final set of deliverables, as will a complete set of digital and historical photographs, maps, and field sketches for historic age resources.

PROJECT TEAM AND ROLES

The proposed project team is comprised of key professionals from Metcalf and Terracon. We have a project team composed of professional historic preservation staff across the United States which offers an exceptional level of technical experience in projects of varying size and complexity. Many of our team members meet or exceed the *Secretary of Interior Standards for Professional Qualifications* (*SOI Standards*). Several of our team members are published and have presented at professional conferences and workshops.

Listed below are **key team members** who are available to support the City of Gunnison Architectural Survey. Copies of resumes for this project are provided in **Appendix A**.

Key Team Member	Project Role	SOI Qualifications				Community Engagement
		History	Architectural History	Historic Architecture	Archaeology	
S. Elizabeth Valenzuela	**Authorized Project Reviewer (APR)**	X	X	X		X
Heather R. Puckett, PhD, RPA	**Lead Architectural Historian, Subject Matter Expert**	X	X		X	X
Melissa Elkins	**Project Manager**				X	
Emily Wren	**Architectural Historian**	X	X	X		X
Shawn Carey	**Architectural Historian**	X	X		X	X

S. Elizabeth Valenzuela; Senior Associate, Department Manager, Environmental Planning. With over 26 years of experience as an architectural historian and preservation specialist, including serving as a City of Austin Historic Landmark Commissioner and chair of the Preservation Plan Committee (2015–2023), and developing city-wide Historic Design Standards and Preservation Plans, Ms. Valenzuela will perform quality assurance for project deliverables as the Authorized Project Reviewer (APR). The APR is responsible for confirming that the proper expertise is provided for the project from the proposal stage and that the deliverables meet Terracon's standards as well as client expectations. Project managers and APRs, together with the necessary project management and technical expertise, collaborate to achieve quality objectives at critical project junctures. As the APR, Ms. Valenzuela will

review the reports and written deliverables prior to submittal to GCHPC and SHF. Her time working on the project will be focused on draft and final deliverables throughout the duration of the project. Ms. Valenzuela is a Department Manager for Environmental Planning with Terracon's Austin, Texas, office.

Heather R. Puckett, PhD, RPA; Group Manager, Architectural History. Dr. Puckett offers 30 years in the historic preservation career field with extensive experience in cultural resources management, Tribal consultation, archival research, genealogy, and archaeology. As the Group Manager, Architectural History, Dr. Puckett will serve as the Subject Matter Expert and oversee the main tasks of the project and participate in public engagement throughout the duration of the project. Her deep knowledge of diverse resources and experience across Colorado communities will guide the project's success.

Melissa Elkins, M.A., Principal Investigator, Regional Project Coordinator, Cultural Resources. Ms. Elkins, with over 25 years of experience, will serve as the Project Manager, and as a point of contact for Metcalf/Terracon. Ms. Elkins works out of the Eagle office and has previously worked directly with the GCHPC on projects and proposals with Metcalf Archaeology, so she will provide that continuity and familiarity. She will coordinate with the client and involved agencies for the current project and will ensure overall quality control. Ms. Elkins received her M.A. in Anthropology from Washington State University in 2006 and joined Metcalf as a project director in 2007. She currently serves as a Project Manager and the Southern Region Project Coordinator for Metcalf. Her responsibilities at Metcalf include establishing and maintaining relationships with clients and government agencies, preparing cost proposals and managing project budgets, writing and reviewing project reports, and assisting with the overall coordination of project logistics including seasonal staff hiring, scheduling, and training.

Emily Wren, Architectural Historian. Ms. Wren will serve as an Architectural Historian for the proposed project, leading technical aspects of site documentation and evaluation during fieldwork and reporting. She joined Metcalf in 2024 and holds a B.A. in History from Eastern Oregon University (2019) and an M.A. in History from Colorado State University (2024) with a concentration in Cultural Resource Management and Historic Preservation. She meets the Secretary of Interior's professional qualification standards for History and Architectural History. Emily has experience in conducting fieldwork and research for National Register of Historic Places-related projects. These include a draft NRHP amendment for the Dickens Opera House in Longmont Colorado; research and planning for an NRHP amendment for the FE Warren Air Force Base NHL in Cheyenne, Wyoming; and NRHP eligibility research and survey for a post-WWII neighborhood in Fort Collins, Colorado. She also has gained experience surveying and documenting residential architecture and transportation networks in the American West. With Metcalf, Emily conducts research, documentation, and surveys of historic cultural resources.

Shawn Carey, Architectural Historian. Mr. Carey will serve as a supporting Architectural Historian for the proposed project, assisting in site documentation, evaluation, and reporting. He joined Metcalf Archaeology in 2024 as an Architectural Historian after receiving his M.A. in History with a specialization in Cultural Resource Management and Historic Preservation

from Colorado State University. He meets the Secretary of Interior's professional qualification standards for History and Architectural History. His responsibilities cover the architectural and historical resources aspects of projects at Metcalf. He has experience primarily in Section 106 compliance, surveying and documenting residential architecture, mostly focused in Colorado, as well as amending a National Register nomination for the Pueblo YWCA. With Metcalf, Shawn documents historic cultural resources and makes recommendations for architectural inventories across the Midwest and Rocky Mountains regions.

PROJECT SCHEDULE

Metcalf/Terracon fully understands the need to complete projects on time and within the budget. The projects cited in our past performance have met or exceeded scheduling and budget demands. The project team would be dedicated to the project through its completion, and it will be met by prompt attention as soon as an executed contract is received. Metcalf anticipates working closely with GCHPC to address questions, provide progress updates, and avoid unexpected delays.

In accordance with GCHPC, Metcalf/Terracon will finalize the project approach, scope, and schedule (i.e., final deliverable dates). The estimated general timeline in the tables below is based on the dates from the request for proposal and are subject to revision. The timeline is abbreviated by task, taking into consideration the proposed schedule referenced in the request for proposal.

Phase I Project	
TASKS	**TIMELINE**
Task 1: Project Management	April-May 2026 and ongoing
Task 2: Files Search and Archival Research	May-June 2026
Task 3: Fieldwork and Photography	July-August 2026
Task 4: Reporting	September 2026-January 31,2027 (Draft submittal) May 31, 2027 (Final submittal)
Task 5: Colorado OAHP Forms (Form 1417)	September 2026-January 31,2027 (Draft submittal) May 31, 2027 (Final submittal)

Phase 2 Project	
TASKS	**TIMELINE**
Task 1: Project Management	(Notice to Proceed December 2026) – February 2027 – March 2027 and ongoing
Task 2: Files Search and Archival Research	April 2027-May 2027
Task 3: Fieldwork and Photography	June 2027-July 2027
Task 4: Reporting	August 2027- January 31, 2028- *September 31,2027 (Draft submittal) *January 31, 2028 (Final submittal)
Task 5: Colorado OAHP Forms (Form 1417)	August 2027- January 31, 2028- *September 31,2027 (Draft submittal) *January 31, 2028 (Final submittal)

COST PROPOSAL

Terracon submits the following pricing proposal for your consideration of the proposed project according to the task list for the Scope of Work, separated between Phases 1 and 2. The fees incorporate Other Direct Costs for travel, equipment, mileage under the associated tasks. The budget proposed is considered a "not to exceed" cost estimation for the purposes of GCHPC to solicit funding from the SHF. Phase 1 costs total $24,470 and Phase 2 totals $29,220. Both phases combined are a total of $53,690.

Phase I Project	
TASKS	**FEE**
Task 1: Project Management This fee includes the project kick-off meeting; the review meeting; the project wrap up meeting; coordination with the County HPC and GIS; as well as management and progress reporting.	$3,530.00
Task 2: Files Search and Archival Research This task includes conducting a file search in advance of the fieldwork; a review of Gunnison County HPC files and previous studies; as well as conducting additional limited archival research to supplement documentation and the preparation of a historic context for the report.	$1,060.00
Task 3: Fieldwork and Photography This includes costs for a survey plan and methodology prior to conducting fieldwork; photographs and the preparation of a photograph log; as well as the mapping and management of GIS data collected as part of the survey. This fee is based on the survey of 68 historic age resources and includes $920.40 in ODCs for in-state travel.	$5,305.00
Task 4: Reporting This includes the draft and final reports summarizing the findings of the survey. The report will follow guidelines from the Colorado OAHP.	$6,055.00
Task 5: Colorado OAHP Forms (Form 1417) This fee includes the preparation of draft and final OAHP Form 1417 for documented historic resources.	$8,520.00
Total Fees	$24,470.00

Phase II Project	
TASKS	**FEE**
Task 1: Project Management This fee includes the project kick-off meeting; the review meeting; the project wrap up meeting; coordination with the County HPC and GIS; as well as management and progress reporting.	$3,530.00
Task 2: Files Search and Archival Research This task includes conducting a file search in advance of the fieldwork; a review of Gunnison County HPC files and previous studies; as well as conducting additional limited archival research to supplement documentation and the preparation of a historic context for the report.	$1,060.00
Task 3: Fieldwork and Photography This includes costs for a survey plan and methodology prior to conducting fieldwork; photographs and the preparation of a photograph log; as well as the mapping and management of GIS data collected as part of the survey. This fee is based on the survey of 86 historic age resources and includes $1,311.00 in ODCs for in-state travel.	$6,900.00
Task 4: Reporting This includes the draft and final reports summarizing the findings of the survey. The report will follow guidelines from the Colorado OAHP.	$6,830.00
Task 5: Colorado OAHP Forms (Form 1417) This fee includes the preparation of draft and final OAHP Form 1417 for documented historic resources.	$10,900.00
Total Fees	$29,220.00

Assumptions

- The total budget is a lump sum fee with estimated task related expenditures, as requested by the request for proposal (i.e., “not to exceed”). The fee is valid for **150 days** from the date of this proposal. Fixed fees are based on the assumptions and conditions provided at the time of this proposal. This proposal also includes fees for travel, lodging, and per diem, for meetings and related project management. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services.
- Metcalf / Terracon can meet the schedule for completion proposed by GCHPC. We have considered reasonable review times for stakeholder and are not responsible for delays in review by History Colorado, weather-related delays, or delays in administrative funding through the GCHPC, SHF, History Colorado, or the federal government.
- GCHPC and the City of Gunnison will provide the project team with **access to their resources** regarding historic context, building information, and other relevant information if available.
- The costs assume no more than **one draft version** and **one final version** for the deliverables.

- We assume that necessary meetings with GCHC and SHF will be virtual.
- The delivered documentation will be prepared for the exclusive use and reliance of the Client. Reliance by other parties is prohibited without the written authorization of the Client and Terracon in the form of a Reliance Agreement that incorporates the terms and conditions of the original Agreement.

EXAMPLES OF COMPARABLE WORK

We have had the fortunate opportunity to know GCHPC since 2019 when we were awarded a contract with them to conduct an architectural inventory of 14 properties in the historic Crystal Townsite near Marble, Gunnison County, Colorado. In more recent years, Metcalf/Terracon has completed numerous projects in Colorado, Texas, Arizona, Alabama, Louisiana, Oklahoma, and Wyoming specifically that are similar to GCHPC's proposed City of Gunnison architectural survey in nature of work, resource types anticipated, and/or were grant funded projects. The following matrix illustrates Metcalf/Terracon's select regional experience relevant to the Client's project, such as historic resources surveys, historic preservation, and neighborhood context studies. Highlighted are projects that demonstrate our varied experience. Metcalf/Terracon's SOI-qualified professionals have experience working directly with Certified Local Governments (CLGs), developing design guidelines, conducting historic resources surveys, performing archival research, documenting historic contexts, and conducting eligibility assessments. Thus, our team brings unique experiences to our clients, reflecting our approaches from individual resources to historic districts. Metcalf/Terracon's team focuses on decision-making and long-term goals, which means on-time report delivery and open communication with our Clients. Our seasoned professionals are postured to best represent our Client's wishes and designs, following the statement of work provided, and direction obtained through the kickoff and subsequent communication. The matrix exhibits how successful Metcalf/Terracon is with incorporating routine coordination with the SHPO, including the OAHP, municipalities, and lead agencies. We have provided a selection of Project capsules in Appendix B. Should you have additional questions about our projects or experience, please do not hesitate to contact us.

Relevant Project Team Experience	Meetings and Public Involvement	Cultural Resources Inventory & Documentation	Design Guidelines	Coordination with SHPO/Agency
COLORADO				
HRSR: Mountain View Flats Phase II Renovation Plans, 14825 West Colfax, Lakewood, Colorado		X		X

Relevant Project Team Experience	Meetings and Public Involvement	Cultural Resources Inventory & Documentation	Design Guidelines	Coordination with SHPO/Agency
HRSR: Williams Point, 1515 Whippoorwill Drive, Lakewood, Colorado		X		X
HRSR: Cleo Parker Robinson Dance Academy, Denver, Colorado		X		X
HABS / HALS Level I Recordation and Trifold Brochure, Falcon Stadium, U.S. Air Force Academy, Colorado	X	X		X
HABS Level I Recordation of the Rose House, Garage, and Farrish House, U.S. Air Force Academy, Colorado		X		X
HRSR: 1765/1767 and 1777 Franklin Street, Chrysalis Apartments, Denver, Colorado		X		X
WYOMING				
Heart Ranch NRHP Nomination, Laramie Wyoming		X		X

REFERENCES

The following provides a list of references for projects performed by key team members, along with contact information for the Clients.

Project Name	Client Contact Information	Key Team Member
Historic Resources Survey Report, Chrysalis Apartments at 1765, 1767, and 1777 N Franklin Street, Denver, Denver County, Colorado	Kenneth Hoagland The Empowerment Program 1600 York Street Denver, CO 80206 303.808.8771 Kenneth.hoagland@gmail.com	Heather R. Puckett S. Elizabeth Valenzuela Justin M. Newhart
HABS Level I Recordation and Trifold Brochure, Falcon Stadium, U.S. Air Force Academy, Colorado	Bernard Schriever Kira-Cultural Resources Planner 10CES/CENPP Kira Facility Services 8120 Edgerton Dr USAF Academy, CO 80840 719-333-8375 Bernard.schriever.ctr@us.af.mil	S. Elizabeth Valenzuela Heather R. Puckett

Project Name	Client Contact Information	Key Team Member
Heart Ranch NRHP Nomination, Laramie, Wyoming	City of Laramie Jay Smith, 307-721-5213, jsmith@cityoflaramie.org	Emily Wren Shawn Carey

COMPANY OVERVIEW

Founded in 1965, Terracon operates its National Headquarters in Olathe, Kansas, which supports over 175 locations nationwide, including offices in Golden, Fort Collins, Evans, Longmont, Colorado Springs, Eagle, Grand Junction, and Wheat Ridge/Denver, Colorado. This year, 2025, marks Terracon's 60th anniversary as a company. Over the last sixty years, Terracon has grown into a thriving, employee-owned, multi-discipline engineering consulting firm delivering facilities, environmental, geotechnical, and materials services. Our more than 7,000 curious minds include engineers, scientists, architects, facilities experts, and field professionals focused on solving engineering and technical challenges. On-time and real-time data-driven insights provided by our talented employee-owners, create an unmatched client experience that spans the lifecycle of projects from earth to sky. In October 2024, **Metcalf Archaeological Consultants**, also a 100% employee-owned and operated company, joined the Terracon family. Metcalf has been a trusted partner in cultural resource management for clients, collaborators, and the public since their founding in 1980. We work in multiple regions across the U.S., including Northern and Central Plains, Colorado Plateau, Great Basin, Wyoming Basin, and the Rocky Mountains and have long-standing relationships with federal, state, tribal, and local agencies. With over 9,000 successfully completed projects and more than 600 clients, we are committed to providing the skills and services needed to understand humanity's heritage, protect our cultural resources, and provide exceptional services and solutions to our clients. Our employee-owners are proud to be part of telling the human story through applied science and public education. Our team includes professional archaeologists, geoarchaeologists, and architectural historians who specialize in providing cultural resource management services that adhere to local, state, and federal regulations. We are dedicated to discovering unique ways to highlight heritage through cultural resource management (CRM) services, research, documentation, and public education. Our combined services will deliver solutions for commercial development, energy, federal, state, and tribal agencies, transportation, telecommunications, and utilities.

Terracon's cultural resources professionals have local knowledge and regional experience to assist municipal, state, and/or federal regulatory agencies in best preservation practices. Long-standing working relationships with these agencies allow us to guide projects efficiently

and successfully to completion. Our team has advanced training and degrees in historic preservation, community planning, history, architectural history, and archaeology. In fact, some of our staff have been utilized as subject matter experts (SMEs) for television programming, including the History, Science, and National Geographic Channels.

Wherever you are on your project journey, Terracon's employee-owners are ready to meet you where you are and help you reach your goal. From site selection to design and construction to maintaining the structure's life, we'll help you succeed through engineering and scientific expertise, a passion for problem-solving, and a drive to explore.

Appendix A: TEAM RESUMES

The Terracon team brings a wealth of knowledge focused on updating and developing Architectural Design Guidelines and Standards. Our team has extensive experience with historic preservation, historic-age resources, and cultural landscapes of local, state, and national significance.

Appendix B: PROJECT CAPSULES

The Terracon project team brings a myriad of experience. Project Capsules offer a selection of project types demonstrating our familiarity with historic preservation. The capsules highlight our unique ability to provide services to GCHPC that meet your project goals and timelines, and exceed expectations for a level of quality and thoroughness of project deliverables.

The following final reports are provided as separate attachments to illustrate examples of comparable work:

- Example 1: Historic Resources Survey Report, Chrysalis Apartments at 1765, 1767, and 1777 N Franklin Street, Denver, Denver County, Colorado
- Example 2: Historic American Building Survey (HABS) materials from the US Air Force Academy Falcon Stadium documentation project, on-going.

Drew Brookhart | Executive Director
Gunnison County Library District
1 Quartz Street
Gunnison, CO 81230

29 January 2026

History Colorado:

I am writing in support of Gunnison County Historic Preservation Commission's application for funds to support a survey of historic resources in the City of Gunnison, Colorado.

The people of Gunnison County continually support the preservation, understanding, and appreciation of their community and the City of Gunnison holds a unique place in Colorado history.

The miners, ranchers, and educators who have called Gunnison home since its incorporation in 1880, have made significant contributions to the state of Colorado. An inventory of historic residential buildings is in critical need with approximately 150 extant homes built from 1850-1900 that have not yet been recorded to a reconnaissance level.

I have deep confidence in the Gunnison County Historic Preservation Commission's commitment and ability to deliver results with this important project. Furthermore, Gunnison County Public Library plans to partner with the Gunnison County Historic Preservation Commission to deliver public presentations of the work made possible by this grant. Those presentations will make the history of Gunnison come alive for current and future generations.

Thank you for considering funding for this important work.

Sincerely,

Hartman Castle Preservation Corporation

PO Box 1294

Gunnison, CO 81230

January 7, 2025

To Whom It May Concern:

Hartman Castle strongly supports the Gunnison County Historic Commission's grant request for this survey because it advances the very foundation of meaningful historic preservation: knowing what we have, understanding why it matters, and planning wisely for its future.

As a historic property rooted in Gunnison County's early settlement era, Hartman Castle Preservation Corporation (HCPC) recognizes that residential buildings constructed in or before 1900 are irreplaceable records of the county's social, economic, and cultural origins. Many of these homes were built by the same families, tradespeople, and industries that shaped the communities we steward today. Without a comprehensive, citywide inventory, these resources remain vulnerable to loss from incremental change, redevelopment pressures, or uninformed land-use decisions.

The proposed survey provides a critical baseline by identifying existing properties, evaluating their integrity and condition, and assessing their potential significance. This work will directly support HCPC's efforts to tell a fuller, more inclusive story of Gunnison's history. It will help identify the homes of members of the first women's group in Gunnison, the influential Monday Afternoon Club; other significant community leaders; the segregated Black community that provided essential services in a vibrant mining-town economy; and many other underrepresented narratives that remain insufficiently documented.

These preservation efforts are proactive rather than reactive. This information benefits historians, preservation professionals, property owners, planners, and local governments by clarifying which resources exist and how they may be sensitively maintained, adapted, or protected over time.

From HCPC's perspective, this work directly supports long-term economic and community resilience. Historic residential buildings contribute to Gunnison County's sense of place, tourism appeal, and quality of life. A clear, well-documented inventory strengthens future grant applications, informs rehabilitation and tax credit opportunities, and ensures that preservation planning is grounded in accurate, equitable data rather than limited to already well-known sites. This survey will support the future development of a robust heritage tourism market and its valuable, much-needed economic benefits for Gunnison.

Finally, HCPC values the survey's role in setting the stage for future intensive-level surveys. By establishing an informed framework now, the County Historic Commission ensures that future preservation investments are strategic, efficient, and aligned with community values, while meeting recognized standards. Supporting this effort reflects HCPC's commitment to responsible stewardship, informed planning, and the shared goal of preserving Gunnison County's early residential heritage for generations to come.

Pamela K. Williams

Hartman Castle Preservation Corporation President

History Colorado
1200 Broadway,
Denver, CO 80203

January 13, 2026

Dear sir or madam:

As a past long-time member of the Gunnison County Historic Preservation Commission and a local historian, I am writing in support of the Commission's grant application to conduct a residential historic resource survey study in the City of Gunnison.

I have a special interest in this in relation to a project I conducted a few years ago - an analysis of which buildings still remain that were depicted in the 1882 Gunnison Bird's Eye View. It was quite interesting to me to see how many residential and commercial structures date back to that time, given the city really didn't get going until the late 1870s at the earliest. There was quite a building boom in the early 1880s!

I believe this grant will be valuable to the city and its residents in realizing a property's historic significance. This knowledge should help owners and developers better understand the historic value of a structure before they conduct alterations, or worse, replace the building.

Many local residents have often asked me about what I know about their house or building - an in-depth study will be quite valuable. I encourage you to consider funding this important grant application.

Sincerely

David M. Primus

To whom it may concern,

We are Gunnison City residents who primarily live in and own one of the city's older houses - built in 1915. We are currently starting the process of adding this house to the Historic Register.

We are writing in support of The Gunnison County Historic Commissions' grant application to do the first of a series of residential historic resource survey studies within the City of Gunnison boundaries identifying the oldest buildings that still exist.

We understand that a finished report would be available for researchers and public reference such that, *if an owner chooses*, could help simplify the work of future listing applications. We are in support of all of this.

Sincerely,
Marv & Janece Koleis

401 N. Main Street

Gunnison County HPC
Residential Historic Resource Survey Studies
Letter of Support

Council Members,

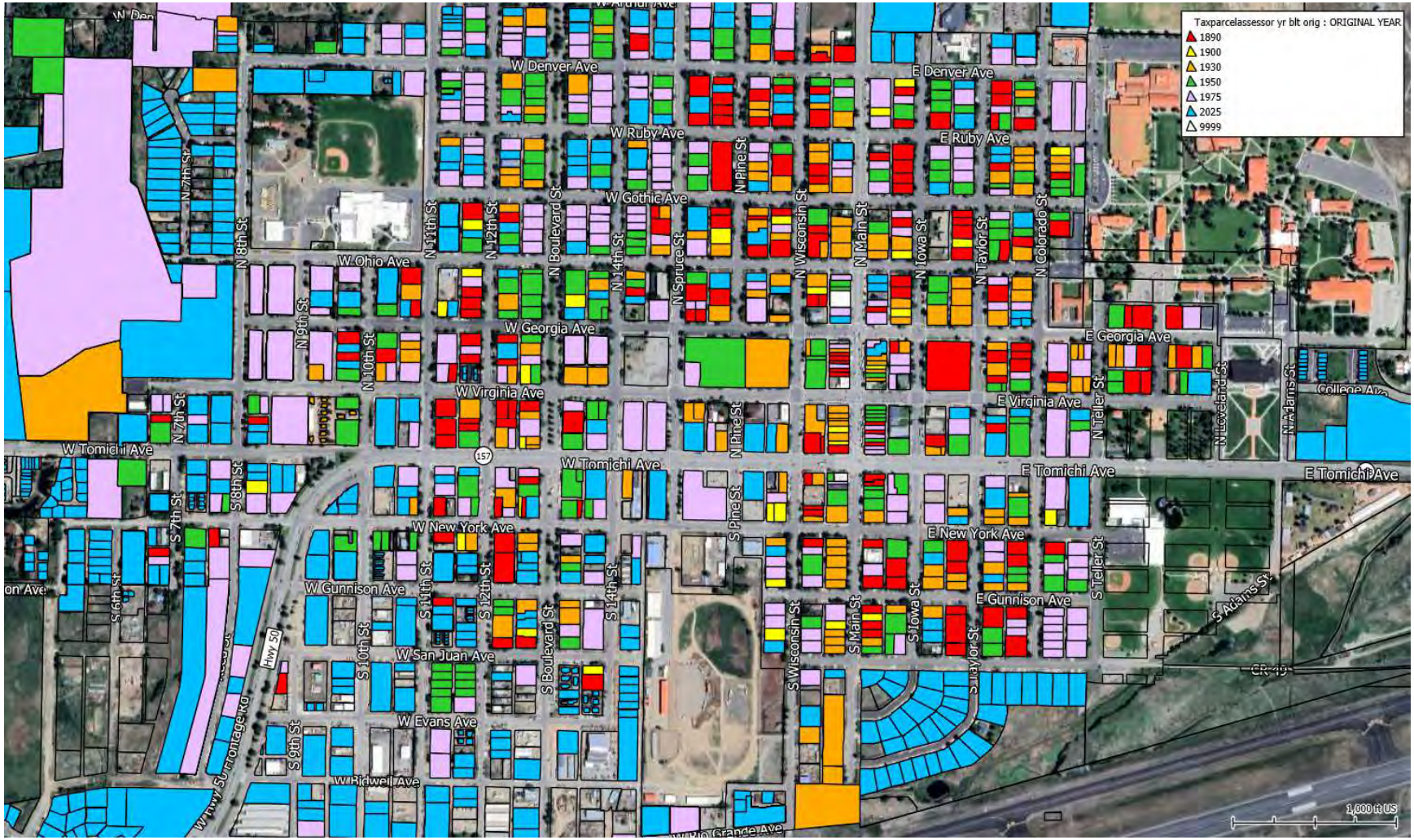
I am writing this letter of support for Gunnison County HPC in search of a grant to do the first of a series of residential historic resource survey studies within the city boundaries.

The scope of this project could determine each phase in regard to area of the city and number of houses, including 4 quadrants and colligate this study from its oldest to newest and to capture a record of the most vulnerable and/or significant properties.

Results from this study may in working with the city may offer the information to any developer that may want to re-develop within the city at a historic home site. Doing so they will have knowledge of a property's potential historic significance before they may choose to historically restore, remodel or demolish the structure.

As an owner of one of an historic home built in 1882, on Iowa Street in the city of Gunnison, I am writing this letter of support with no reservations and hope to continue in keeping our architectural and historical heritage in Gunnison.

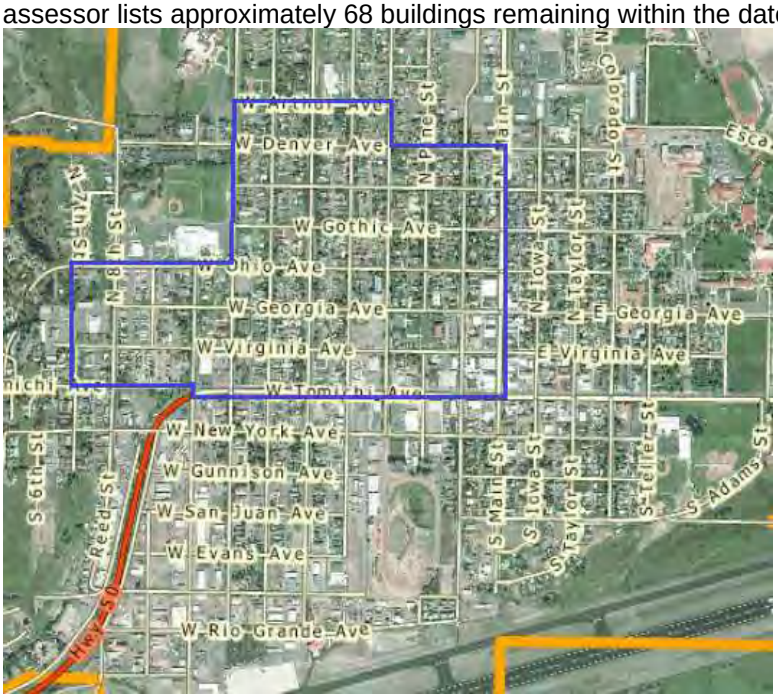
Al Caniff
Dr. Al Caniff
Western Colorado University Emeritus
Retired Senior Citizen of Gunnison



Map created by the Gunnison County GIS Department of the City of Gunnison with buildings highlighted according to year built, with data from the Gunnison County Assessor's office.

Phase 1-Northwest, approximate area boundary

The primary arteries through the City of Gunnison are US Highway 50 (Tomichi Ave), running east-west and CO Highway 135 (Main St), running north-south. Phase 1, will be a study of the northwest quadrant of the city, bounded on the south by Hwy 50/Tomichi Ave., to the north by W. Denver and Arthur Avenues, to the east by Hwy 135/ N. Main St, and to the west by N. 7th St. Within this section of the city the County assessor lists approximately 68 buildings remaining within the date parameters.



Future Phase 2-Northeast and South, approximate area boundary

Phase 2, will be a study of the northeast quadrant of the city and the south area of the city. The NE section bounded on the south by Hwy 50/Tomichi Ave., to the north by E. Denver and E. Georgia Avenues, to the west by Hwy 135/ N. Main St, and to the east by N. Colorado and N. Loveland Streets. The south section bounded on the north by Hwy 50/Tomichi Ave., to the south by San Juan Ave., to the west by 7th St, and to the east by Teller Streets. Within these sections of the city the County assessor lists approximately 68 buildings remaining within the date parameters.

Selected example homes within the Phase 1 properties that the Gunnison County Assessor's office lists as being built in or before 1900 and have been confirmed to remain. (Photos from the Gunnison County Assessor's office)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: January 2026 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see attached.

Fiscal Impact: 11,061,116.80

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: ◉ Required ○ Not Required

Comments:

Reviewed by: Discharge Date: 2/11/2026

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 2/17/2026

Revised April 2015

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
January-26

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(2,553,736.00)
130	95 11122	General - Payroll Account	1,595,332.64	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(3,857,301.16)
002	02 11900	Road & Bridge	0.00	(251,579.09)
003	03 11900	Human Services	0.00	(290,616.00)
004	04 11900	Public Health Agency	0.00	(17,958.82)
007	07 11900	Conservation Trust	0.00	(4,083.33)
008	08 11900	Bond Fund	0.00	(1,500.00)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(468,472.63)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	135,743.79	0.00
013	13 11900	Land Preservation	0.00	(281,843.54)
030	30 11900	Mosquito Control	0.00	(915.49)
032	32 11900	Sage Grouse Trust	1,029.67	0.00
034	34 11900	Risk Management	169,772.87	0.00
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	(197,420.25)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	67,683.61	0.00
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	402,202.21	0.00
125	52 11101	Solid Waste - Landfill Closure	3,965.33	0.00
126	52 11102	Solid Waste - Landfill Const	0.00	(863,993.48)
070	70 11900	Housing Authority	0.00	(164,453.17)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	9,985.54	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
073	73 11900	GV-Heat	37,922.05	0.00
080	80 11900	ISF-I	0.00	(112,480.98)
082	82 11900	ISF-II	35,759.76	0.00
090	90 11900	Health Insurance Trust	0.00	(37,167.50)
115	90 11101	Health Insurance Claims	85,564.26	0.00
091	91 11900	Local Marketing District	68,540.07	0.00
092	92 11900	Transportation Authority	0.00	(1,955,144.61)
093	93 11900	Public Trustee Agency	0.00	(2,450.75)
145	95 11121	Accounts Payable Clearing	8,447,615.00	0.00
		TOTALS	**$ 11,061,116.80**	**$ (11,061,116.80)**

TRANSFER FOR JOURNAL ENTRIES:
601325, 601326, 601327, 601328, 601331, 601051, 512586, UBB 601060, UBB 601097, UBB 601099, 601126, 512590, 512593, 512685, 512687, 512695, 601269, 512739, 511751, 512745, 512729, 512773, 601543, 601548, 601549601550, 601551, 601552, 601553, 602070, 512790, 512789, 512793, GBI 601001,512794, VOID 160672, VOID 164595, VOID 164892, VOID 165017, VOID 165199, VOID 165328, GNI PCard, AP, 601554, 601725, 601718,

PREPARED BY: Whitney DATE: 2/11/26

AUTHORIZED BY: [signature] DATE: 2/11/26

RECEIVED BY TREASURER: [signature] DATE: 2-11-26

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
January-26

Balance	JE's	Description	Finance Business Date	01 General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	02 Road & Bridge 02 11900	03 Human Services 03 11900	04 Public Health 04 11900	07 Conservation Trust 07 11900	08 Bond Fund 08 11900	08 Series 2010 Bond Reserve 08 11101
-	601325,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2026	(27,911.25)						(903.11)				
-	601326,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2026	25,848.88					(6,301.85)		56,430.19	(4,083.33)		
-	601327,	STND3: MAPPING SYSTEM CHARGES	1/31/2026	(10,011.96)					(1,116.57)	(18.61)	(18.61)			
-	601328,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2026	(6,495.00)					(500.00)	(990.00)	(1,173.00)			
-	601331,	STND5: COMPUTER SYSTEM CHARGES	1/31/2026	(49,669.58)					(4,819.17)	(4,245.83)	(7,445.83)			
-	601051,	DHS RENT JANUARY 2026	1/31/2026	15,149.00						(15,149.00)				
-	512586,	MOTOR POOL RENTS DEC	12/31/2025	(1,307.60)						(217.00)	(46.90)			
-	UBB 601060,	1ST QTR ANTELOPE HILLS UTILITY BILLING	1/1/2026											
-	UBB 601097,	1ST QTR NORTH GUNNISON UTILITY BILLING	1/1/2026	(67.22)										
-	UBB 601099,	1ST QTR DOS RIOS UTILITY BILLING	1/1/2026	(1,668.10)					(1,743.10)					
-	601126,	WATER & SEWER POSTAGE 1ST QTR	1/31/2026	822.88										
-	512590,	RECLASS STANDARD TIRE	12/31/2025											
-	512593,	FUEL TAX CLAIM 4Q 2025	12/31/2025	(2,461.59)						20.51	8.23			
-	512685,	RECLASS MISCODE CASH RECEIPTS	12/31/2025							(28,679.00)	28,679.00			
-	512687,	RECLASS ROAD & BRIDGE AR PAYPORT	12/31/2025						(194.00)					
-	512695,	REVERSE FUEL TAX CLAIM 3Q24	12/31/2025	2,740.48										
-	601269,	RECLASS HHS STANDARD TIRE	1/31/2026							(150.00)				
-	512739,	EQUIPMENT USAGE DEC	12/31/2025	(2,259.00)					(166,114.36)					
-	511751,	RECLASS ALAN WARTES NEWSPAPER ADV	11/30/2025	(26.76)						26.76				
-	512745,	BUD TRANS 4Q FROM FROM SAGE GROUS TRUST TO W	12/31/2025	5,313.04										
-	512729,	CFMS	12/31/2025	27,496.16						(27,496.16)				
-	512773,	MATERIAL USAGE DEC	12/31/2025	(2,846.63)					(20.20)					
-	601543,	REC MED/DEN/FLEX/RX CHECKS JAN 2026	1/31/2026	(10,565.57)										
-	601548,	COPIES BLACK JAN 2026	1/31/2026	(837.92)					(104.48)	(16.44)	(3.00)			
-	601549	COPIES COLOR JAN 2025	1/31/2026	(2,674.62)					(387.36)	(18.90)	(0.36)			
-	601550,	POSTAGE USE JAN 2026	1/31/2026	(2,333.10)										
-	601551,	LANDFILL ALLOCATION JAN	1/31/2026											
-	601552,	CORRECT CAPP INSURANCE ALLOCATION	1/1/2026	(13,879.50)							13,879.50			
-	601553,	PH PHOTOCOPY - JAN	1/31/2026	(46.20)							(168.00)			
-	602070,	DHS RENT REB 2026	2/28/2026	15,149.00						(15,149.00)				
-	512790,	DECEMBER PAYROLL CORRECTION	12/31/2025	1,652.76					2,280.38	(27.67)	949.31			
-	512789,	DECEMBER PAYROLL CORRECTION	12/31/2025	(3,877.12)						277.77	(24.12)			
-	512793,	Release reserved landfill cash to non-reserved LF cash	12/31/2025											
-	GBI 601001,	Weed District Payment to Airport	1/1/2026	(765.00)										
-		Reverse December Void 164915		(600.00)						(1,277.00)				
-	512794,	Transfer funds from housing to GV-Heat	12/31/2025											
-														
-	VOID 160672,	Void Eric Phillips	12/18/2025	500.00										
-	VOID 164595,	Void CDPHE	12/29/2025	25.00										
-	VOID 164892,	Void CDPHE State Lab	12/31/2025	100.00										
-	VOID 165017,	Void Meaghan Dougherty	1/12/2026	500.00										
-	VOID 165199,	Void Offcenter Designs	1/6/2026	2,000.00										
-	VOID 165328,	Void Standard Tire & Service	1/13/2026											
-	GNI PCard,	PCARD IMPORT December 2025	12/31/2025	34,760.73					(1,480.05)	(8,277.70)	(5,291.76)			
-	AP,	AP CLEARING January 2026	1/31/2026	(1,675,543.74)					(174,695.72)	(43,323.48)	(61,420.95)		(1,500.00)	
-	601554,	REVENUE CLEARING January 2026	1/31/2026	135,122.40				(3,857,301.16)	290,170.80	33,467.69	105,146.37			
-	601725,	PAYROLL IMPORT January 2026	1/31/2026	590,263.77					(186,553.41)	(178,469.83)	(147,458.89)			
-	601718,	PAYROLL TRANSFER (BMO TRF) January 2026	1/31/2026	(1,595,332.64)										
-		TOTALS		(2,553,736.00)	-	-	-	(3,857,301.16)	(251,579.09)	(290,616.00)	(17,958.82)	(4,083.33)	(1,500.00)	-

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
January-26

JE's	Description	Finance Business Date	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900	**30** Mosquito Control 30 11900	**32** Sage Grouse 32 11900	**34** Risk Management 34 11900	**41** Airport Construction 41 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	**51** Water Fund 51 11900	51 Water Bond Reserve 51 11101
601325,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2026		(2,234.58)									(354.17)		(859.78)	
601326,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2026		(9,441.50)				(208.25)					(9,372.07)		2,571.74	
601327,	STND3: MAPPING SYSTEM CHARGES	1/31/2026		(18.61)											(558.29)	
601328,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2026		(510.00)											(45.00)	
601331,	STND5: COMPUTER SYSTEM CHARGES	1/31/2026		(5,573.33)											(675.00)	
601051,	DHS RENT JANUARY 2026	1/31/2026														
512586,	MOTOR POOL RENTS DEC	12/31/2025														
UBB 601060,	1ST QTR ANTELOPE HILLS UTILITY BILLING	1/1/2026											(36,836.45)		36,836.45	
UBB 601097,	1ST QTR NORTH GUNNISON UTILITY BILLING	1/1/2026											67.22			
UBB 601099,	1ST QTR DOS RIOS UTILITY BILLING	1/1/2026											(65,749.69)		69,160.89	
601126,	WATER & SEWER POSTAGE 1ST QTR	1/31/2026											(550.56)		(272.32)	
512590,	RECLASS STANDARD TIRE	12/31/2025		(1,364.85)												
512593,	FUEL TAX CLAIM 4Q 2025	12/31/2025		4.78											44.81	
512685,	RECLASS MISCODE CASH RECEIPTS	12/31/2025														
512687,	RECLASS ROAD & BRIDGE AR PAYPORT	12/31/2025														
512695,	REVERSE FUEL TAX CLAIM 3Q24	12/31/2025		(1.68)											(60.07)	
601269,	RECLASS HHS STANDARD TIRE	1/31/2026														
512739,	EQUIPMENT USAGE DEC	12/31/2025													(300.00)	
511751,	RECLASS ALAN WARTES NEWSPAPER ADV	11/30/2025														
512745,	BUD TRANS 4Q FROM FROM SAGE GROUS TRUST TO W	12/31/2025							(5,313.04)							
512729,	CFMS	12/31/2025														
512773,	MATERIAL USAGE DEC	12/31/2025														
601543,	REC MED/DEN/FLEX/RX CHECKS JAN 2026	1/31/2026														
601548,	COPIES BLACK JAN 2026	1/31/2026		(15.07)											(2.12)	
601549	COPIES COLOR JAN 2025	1/31/2026		(199.44)												
601550,	POSTAGE USE JAN 2026	1/31/2026														
601551,	LANDFILL ALLOCATION JAN	1/31/2026							6,342.71							
601552,	CORRECT CAPP INSURANCE ALLOCATION	1/1/2026														
601553,	PH PHOTOCOPY - JAN	1/31/2026														
602070,	DHS RENT REB 2026	2/28/2026														
512790,	DECEMBER PAYROLL CORRECTION	12/31/2025														
512789,	DECEMBER PAYROLL CORRECTION	12/31/2025		1.45												
512793,	Release reserved landfill cash to non-reserved LF cash	12/31/2025														
GBI 601001,	Weed District Payment to Airport	1/1/2026		765.00												
	Reverse December Void 164915															
512794,	Transfer funds from housing to GV-Heat	12/31/2025														
VOID 160672,	Void Eric Phillips	12/18/2025														
VOID 164595,	Void CDPHE	12/29/2025														
VOID 164892,	Void CDPHE State Lab	12/31/2025														
VOID 165017,	Void Meaghan Dougherty	1/12/2026														
VOID 165199,	Void Offcenter Designs	1/6/2026														
VOID 165328,	Void Standard Tire & Service	1/13/2026		1,364.85												
GNI PCard,	PCARD IMPORT December 2025	12/31/2025		(1,161.48)											(124.12)	
AP,	AP CLEARING January 2026	1/31/2026		(510,178.36)		(230,067.48)	(357,160.76)	(707.24)		169,772.87			(83,151.49)		(25,101.55)	
601554,	REVENUE CLEARING January 2026	1/31/2026		150,166.83		365,811.27	75,317.22									
601725,	PAYROLL IMPORT January 2026	1/31/2026		(90,076.64)									(1,473.04)		(12,932.03)	
601718,	PAYROLL TRANSFER (BMO TRF) January 2026	1/31/2026														
	TOTALS		-	(468,472.63)	-	135,743.79	(281,843.54)	(915.49)	1,029.67	169,772.87	-	-	(197,420.25)	-	67,683.61	-

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
January-26

JE's	Description	Finance Business Date	52 Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	70 Housing Authority 70 11900	70 Hsg Auth Deposits 70 11101	71 Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	72 Assisted Living 72 11900	73 GV-Heat 73 11900	80 Internal Service I 80 11900	82 Internal Service II 82 11900	90 Health Insurance 90 11900	90 Health Claims Clearing 90 11101	91 Marketing District 91 11900
601325,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2026	(22,937.53)									55,356.67	(156.25)			
601326,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2026	(15,780.58)			(1,019.33)						(14,347.08)	(2,550.08)			(20,538.41)
601327,	STND3: MAPPING SYSTEM CHARGES	1/31/2026	(18.61)			(22.08)							11,783.34			
601328,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2026	(29.17)			(225.00)						(45.00)	10,057.17			
601331,	STND5: COMPUTER SYSTEM CHARGES	1/31/2026	(911.67)			(1,599.17)						(616.67)	76,215.00			
601051,	DHS RENT JANUARY 2026	1/31/2026														
512586,	MOTOR POOL RENTS DEC	12/31/2025										1,571.50				
UBB 601060,	1ST QTR ANTELOPE HILLS UTILITY BILLING	1/1/2026														
UBB 601097,	1ST QTR NORTH GUNNISON UTILITY BILLING	1/1/2026														
UBB 601099,	1ST QTR DOS RIOS UTILITY BILLING	1/1/2026														
601126,	WATER & SEWER POSTAGE 1ST QTR	1/31/2026														
512590,	RECLASS STANDARD TIRE	12/31/2025										1,364.85				
512593,	FUEL TAX CLAIM 4Q 2025	12/31/2025	109.79									2,273.47				
512685,	RECLASS MISCODE CASH RECEIPTS	12/31/2025														
512687,	RECLASS ROAD & BRIDGE AR PAYPORT	12/31/2025	194.00													
512695,	REVERSE FUEL TAX CLAIM 3Q24	12/31/2025	(171.92)									(2,506.81)				
601269,	RECLASS HHS STANDARD TIRE	1/31/2026										150.00				
512739,	EQUIPMENT USAGE DEC	12/31/2025	(4,556.71)									173,230.07				
511751,	RECLASS ALAN WARTES NEWSPAPER ADV	11/30/2025														
512745,	BUD TRANS 4Q FROM FROM SAGE GROUS TRUST TO W	12/31/2025														
512729,	CFMS	12/31/2025														
512773,	MATERIAL USAGE DEC	12/31/2025	(1,066.00)									3,932.83				
601543,	REC MED/DEN/FLEX/RX CHECKS JAN 2026	1/31/2026												(74,998.69)	85,564.26	
601548,	COPIES BLACK JAN 2026	1/31/2026				(38.96)							1,017.99			
601549	COPIES COLOR JAN 2025	1/31/2026				(0.36)							3,281.04			
601550,	POSTAGE USE JAN 2026	1/31/2026											2,333.10			
601551,	LANDFILL ALLOCATION JAN	1/31/2026	(25,368.56)	3,965.33	15,060.52											
601552,	CORRECT CAPP INSURANCE ALLOCATION	1/1/2026														
601553,	PH PHOTOCOPY - JAN	1/31/2026											214.20			
602070,	DHS RENT REB 2026	2/28/2026														
512790,	DECEMBER PAYROLL CORRECTION	12/31/2025	924.26									(5.74)		(5,773.30)		
512789,	DECEMBER PAYROLL CORRECTION	12/31/2025												3,622.02		
512793,	Release reserved landfill cash to non-reserved LF cash	12/31/2025	879,054.00		(879,054.00)											
GBI 601001,	Weed District Payment to Airport	1/1/2026														
	Reverse December Void 164915															
512794,	Transfer funds from housing to GV-Heat	12/31/2025				(50,000.00)					50,000.00					
VOID 160672,	Void Eric Phillips	12/18/2025														
VOID 164595,	Void CDPHE	12/29/2025														
VOID 164892,	Void CDPHE State Lab	12/31/2025														
VOID 165017,	Void Meaghan Dougherty	1/12/2026														
VOID 165199,	Void Offcenter Designs	1/6/2026														
VOID 165328,	Void Standard Tire & Service	1/13/2026														
GNI PCard,	PCARD IMPORT December 2025	12/31/2025	(2,417.21)			(3,657.55)						(882.84)	(11,353.02)			
AP,	AP CLEARING January 2026	1/31/2026	(347,146.68)			(2,250,181.53)		(3,230.03)				(237,361.28)	(3,595.88)	(257,678.17)		(29,969.12)
601554,	REVENUE CLEARING January 2026	1/31/2026				2,195,143.00		14,207.00								119,047.60
601725,	PAYROLL IMPORT January 2026	1/31/2026	(57,675.20)			(52,852.19)		(991.43)			(12,077.95)	(94,594.95)	(51,486.85)	297,660.64		
601718,	PAYROLL TRANSFER (BMO TRF) January 2026	1/31/2026														
	TOTALS		402,202.21	3,965.33	(863,993.48)	(164,453.17)	-	9,985.54	-	-	37,922.05	(112,480.98)	35,759.76	(37,167.50)	85,564.26	68,540.07

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
January-26

JE's	Description	Finance Business Date	92 Transportation Authority 92 11900	93 Public Trustee 93 11900	95 Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
601325,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2026				
601326,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2026	(1,208.33)			
601327,	STND3: MAPPING SYSTEM CHARGES	1/31/2026				
601328,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2026		(45.00)		
601331,	STND5: COMPUTER SYSTEM CHARGES	1/31/2026		(658.75)		
601051,	DHS RENT JANUARY 2026	1/31/2026				
512586,	MOTOR POOL RENTS DEC	12/31/2025				
UBB 601060,	1ST QTR ANTELOPE HILLS UTILITY BILLING	1/1/2026				
UBB 601097,	1ST QTR NORTH GUNNISON UTILITY BILLING	1/1/2026				
UBB 601099,	1ST QTR DOS RIOS UTILITY BILLING	1/1/2026				
601126,	WATER & SEWER POSTAGE 1ST QTR	1/31/2026				
512590,	RECLASS STANDARD TIRE	12/31/2025				
512593,	FUEL TAX CLAIM 4Q 2025	12/31/2025				
512685,	RECLASS MISCODE CASH RECEIPTS	12/31/2025				
512687,	RECLASS ROAD & BRIDGE AR PAYPORT	12/31/2025				
512695,	REVERSE FUEL TAX CLAIM 3Q24	12/31/2025				
601269,	RECLASS HHS STANDARD TIRE	1/31/2026				
512739,	EQUIPMENT USAGE DEC	12/31/2025				
511751,	RECLASS ALAN WARTES NEWSPAPER ADV	11/30/2025				
512745,	BUD TRANS 4Q FROM FROM SAGE GROUS TRUST TO W	12/31/2025				
512729,	CFMS	12/31/2025				
512773,	MATERIAL USAGE DEC	12/31/2025				
601543,	REC MED/DEN/FLEX/RX CHECKS JAN 2026	1/31/2026				
601548,	COPIES BLACK JAN 2026	1/31/2026				
601549	COPIES COLOR JAN 2025	1/31/2026				
601550,	POSTAGE USE JAN 2026	1/31/2026				
601551,	LANDFILL ALLOCATION JAN	1/31/2026				
601552,	CORRECT CAPP INSURANCE ALLOCATION	1/1/2026				
601553,	PH PHOTOCOPY - JAN	1/31/2026				
602070,	DHS RENT REB 2026	2/28/2026				
512790,	DECEMBER PAYROLL CORRECTION	12/31/2025				
512789,	DECEMBER PAYROLL CORRECTION	12/31/2025				
512793,	Release reserved landfill cash to non-reserved LF cash	12/31/2025				
GBI 601001,	Weed District Payment to Airport	1/1/2026				
	Reverse December Void 164915				1,877.00	
512794,	Transfer funds from housing to GV-Heat	12/31/2025				
VOID 160672,	Void Eric Phillips	12/18/2025			(500.00)	
VOID 164595,	Void CDPHE	12/29/2025			(25.00)	
VOID 164892,	Void CDPHE State Lab	12/31/2025			(100.00)	
VOID 165017,	Void Meaghan Dougherty	1/12/2026			(500.00)	
VOID 165199,	Void Offcenter Designs	1/6/2026			(2,000.00)	
VOID 165328,	Void Standard Tire & Service	1/13/2026			(1,364.85)	
GNI PCard,	PCARD IMPORT December 2025	12/31/2025		(115.00)		
AP,	AP CLEARING January 2026	1/31/2026	(2,327,637.26)	(350.00)	8,450,227.85	
601554,	REVENUE CLEARING January 2026	1/31/2026	373,700.98			
601725,	PAYROLL IMPORT January 2026	1/31/2026		(1,282.00)		
601718,	PAYROLL TRANSFER (BMO TRF) January 2026	1/31/2026				1,595,332.64
	TOTALS		(1,955,144.61)	(2,450.75)	8,447,615.00	1,595,332.64

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: December 2025 Sales and Local Marketing Tax Report

Action Requested: Discussion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

December 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: 2/11/2026

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 2/17/2026

Revised April 2015

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	25,025,141	**$ 265,458,026**
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	14,450,865	**$ 159,083,910**
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	8,797,341	**$ 67,045,861**
Marble	46,130	58,375	71,577	43,549	276,046	408,711	550,832	494,204	623,193	303,668	60,534	80,001	**$ 3,016,820**
Pitkin	86,335	133,944	153,284	152,459	172,556	480,371	706,997	555,027	408,299	164,038	129,841	82,663	**$ 3,225,814**
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	25,178,283	**$ 290,993,031**
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	$ 73,614,294	**$ 788,823,462**
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**	**$ 736,143**	**$ 7,888,235**
% 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%	0.85%	5.34%

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	$ 467,495	$ 5,081,468	**$ 5,081,468**
	% 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%*	*-2.76%*		***7.99%***
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	**$ 4,705,494**
	% 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%*		***4.66%***
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	**$ 4,495,987**
	% 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%*		***7.48%***
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	**$ 4,183,101**
	% 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%*		***17.12%***
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	**$ 3,571,764**
	% 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%*		***24.48%***
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	**$ 2,869,287**
	% 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%*		***14.63%***
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	**$ 2,502,978**
	% 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%*		***12.53%***
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	**$ 2,224,261**
	% 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%*		***13.30%***
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	**$ 1,963,146**
	% 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%*		***4.33%***
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	**$ 1,881,604**
	% 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%*		***7.00%***
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	**$ 1,758,576**
	% 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	*115.30%*
Budgeted Sales Tax Revenue	$ 4,207,000
% YTD Actual / Total Budgeted	*111.85%*
Budgeted Sales Tax Revenue	$ 3,940,000
% YTD Actual / Total Budgeted	*114.11%*
Budgeted Sales Tax Revenue	$ 3,406,600
% YTD Actual / Total Budgeted	*122.79%*
Budgeted Sales Tax Revenue	$ 3,406,600
% YTD Actual / Total Budgeted	*104.85%*
Budgeted Sales Tax Revenue	$ 2,364,672
% YTD Actual / Total Budgeted	*121.34%*
Budgeted Sales Tax Revenue	$ 2,110,144
% YTD Actual / Total Budgeted	*118.62%*
Budgeted Sales Tax Revenue	$ 1,924,050
% YTD Actual / Total Budgeted	*115.60%*
Budgeted Sales Tax Revenue	$ 1,838,400
% YTD Actual / Total Budgeted	*106.79%*
Budgeted Sales Tax Revenue	$ 1,838,000
% YTD Actual / Total Budgeted	*102.37%*
Budgeted Sales Tax Revenue	$ 1,590,000
% YTD Actual / Total Budgeted	*110.60%*

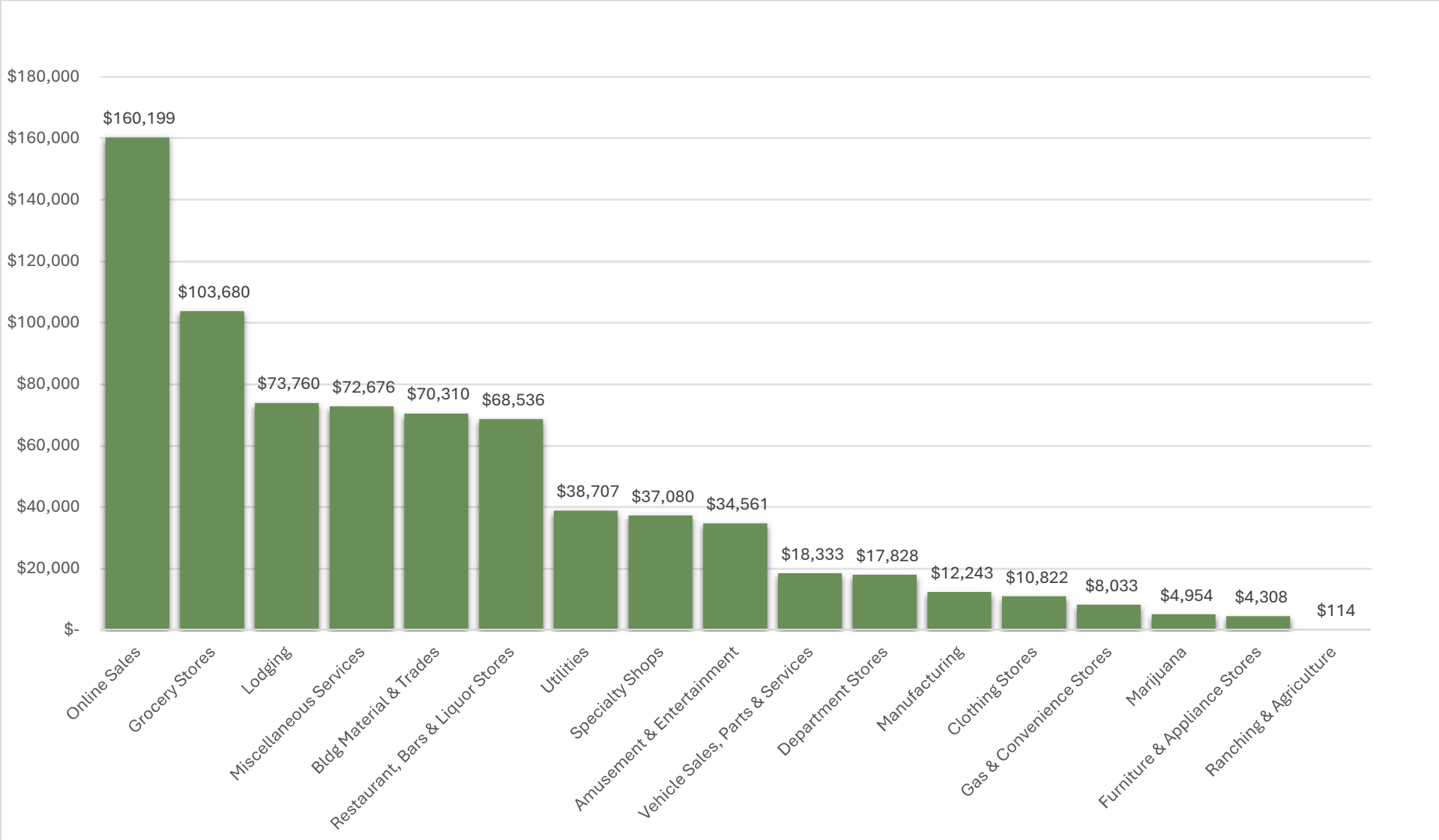
Sales Tax by Industry and Jurisdiction
December 2025 Sales Tax Collected

December 2025	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total	$ Change from PY	% Change from PY
Amusement & Entertainment	14,090	7,199	1	8,938	7	4,326	**$ 34,561**	$ (2,490)	-6.72%
Bldg Material & Trades	11,018	34,650	37	2,377	15	22,213	**$ 70,310**	$ 217	0.31%
Clothing Stores	5,930	1,886	-	2,916	-	90	**$ 10,822**	$ (1,659)	-13.30%
Department Stores	-	17,828	-	-	-	-	**$ 17,828**	$ (21)	-0.12%
Furniture & Appliance Stores	1,527	912	62	579	-	1,227	**$ 4,308**	$ (5,225)	-54.81%
Grocery Stores	17,019	85,928	-	422	27	283	**$ 103,680**	$ 30,142	40.99%
Lodging	18,123	9,768	446	31,891	481	13,051	**$ 73,760**	$ 6,872	10.27%
Manufacturing	2,465	3,659	19	1,395	20	4,685	**$ 12,243**	$ (3,669)	-23.06%
Marijuana	2,140	2,814	-	-	-	-	**$ 4,954**	$ 38	0.77%
Miscellaneous Services	13,864	18,048	2	29,750	3	11,009	**$ 72,676**	$ 14,322	24.54%
Online Sales	-	-	-	-	-	160,199	**$ 160,199**	$ (23,377)	-12.73%
Ranching & Agriculture	0	24	-	-	-	89	**$ 114**	$ 34	42.27%
Specialty Shops	12,132	14,270	22	252	1	10,403	**$ 37,080**	$ (7,601)	-17.01%
Utilities	5,109	9,646	211	6,182	266	17,293	**$ 38,707**	$ (4,322)	-10.05%
Vehicle Sales, Parts & Services	2,053	11,189	-	116	5	4,971	**$ 18,333**	$ (143)	-0.77%
Restaurant, Bars & Liquor Stores	37,901	26,139	0	3,156	-	1,340	**$ 68,536**	$ 2,748	4.18%
Gas & Convenience Stores	1,137	6,290	-	-	1	605	**$ 8,033**	$ 345	4.49%
Grand Total	**$ 144,509**	**$ 250,251**	**$ 800**	**$ 87,973**	**$ 827**	**$ 251,783**	**$ 736,143**	$ 6,211	0.85%
% Change from PY	*-6%*	*18%*	*-28%*	*10%*	*-48%*	*-11%*	*1%*		

December 2024	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total
Amusement & Entertainment	15,102	7,342	7	10,132	0	4,468	**$ 37,052**
Bldg Material & Trades	18,415	33,879	24	2,260	126	15,389	**$ 70,093**
Clothing Stores	6,504	2,494	2	3,209	2	271	**$ 12,482**
Department Stores	-	17,832	2	-	8	7	**$ 17,849**
Furniture & Appliance Stores	5,977	1,162	197	278	355	1,564	**$ 9,533**
Grocery Stores	16,254	56,223	1	761	20	279	**$ 73,537**
Lodging	10,808	4,975	337	35,910	566	14,291	**$ 66,887**
Manufacturing	5,249	1,971	16	499	1	8,176	**$ 15,912**
Marijuana	2,242	2,674	-	-	-	-	**$ 4,916**
Miscellaneous Services	17,639	14,424	96	16,045	88	10,061	**$ 58,354**
Online Sales	4	2	-	-	-	183,571	**$ 183,576**
Ranching & Agriculture	2	76	-	-	-	2	**$ 80**
Specialty Shops	9,597	14,856	112	885	46	19,185	**$ 44,681**
Utilities	6,065	10,885	236	6,335	376	19,132	**$ 43,029**
Vehicle Sales, Parts & Services	1,732	11,558	74	81	5	5,026	**$ 18,476**
Restaurant, Bars & Liquor Stores	36,177	24,982	1	3,476	-	1,152	**$ 65,788**
Gas & Convenience Stores	1,188	6,192	-	-	1	307	**$ 7,688**
Grand Total	**$ 152,954**	**$ 211,528**	**$ 1,104**	**$ 79,871**	**$ 1,595**	**$ 282,881**	**$ 729,932**

Gunnison County Sales Tax by Industry

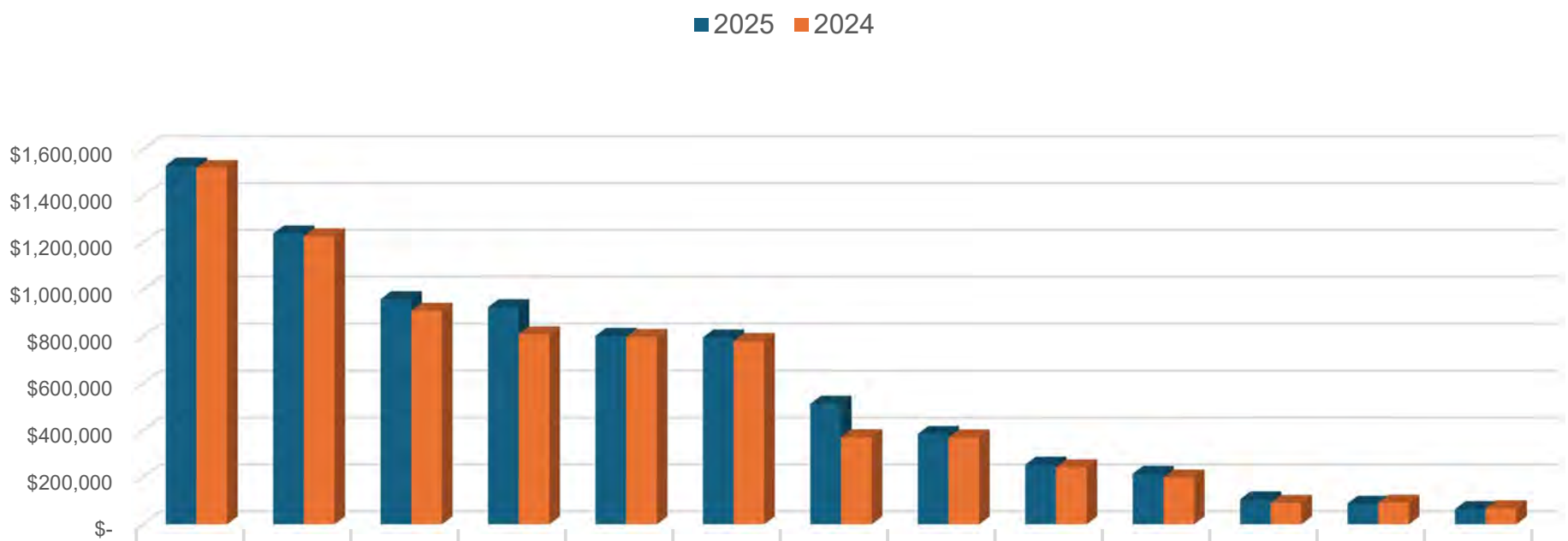
December 2025



Gunnison County Sales Tax

Year to Date Industry Comparison

2025 vs 2024



	ONLINE SALES	OTHER	REST/BARS/LIQ	BLDG MATERIAL	GROCERY STORE	LODGING	SPECIALTY SHOP	UTILITIES	VEHICLE SALES	DEPT STORES	FURNITURE/APPL	CLOTHING STORES	MARIJUANA
2025	1,531,76	1,240,84	959,704	925,399	802,877	796,138	515,178	385,784	254,739	215,882	106,780	88,381	64,764
2024	1,521,13	1,228,72	910,439	809,348	798,235	781,233	372,108	371,388	243,453	199,863	91,221	92,394	68,562

**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	326,915.72		
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*	1,707.00		
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*	*325,208.72*		
Interest Credit	38,440.00	537.00	116.00	56.20	9.00	-	16.00	101.79	1,147.78	92.00	7.00	14.00		
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	$ 326,929.72	$ 4,082,811.65	$ 4,082,811.65
% 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%*	*-7.71%*		6.02%
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	$ 3,850,977.16
% 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%*		7.17%
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	$ 3,593,236.30
% 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%*		-1.38%
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	$ 3,643,346.10
% 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%*		4.39%
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	$ 3,489,999.51
% 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%*		43.19%
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	$ 2,437,274.54
% 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%*		11.38%

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 2,188,305.39
% 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%*		2.63%

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	$ 2,132,217.13
% 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%*		11.68%

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	$ 1,909,229.74
% 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%*		10.28%

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	$ 1,731,330.04
% 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

Jurisdiction	2025 January	2025 February	2025 March	2025 April	2025 May	2025 June	2025 July	2025 August	2025 September	2025 October	2025 November	2025 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	66,350	$ 749,179
Gunnison	20,555	20,771	26,006	26,550	30,785	73,481	94,603	63,676	89,837	32,870	19,426	30,609	$ 529,168
Marble	888	297	365	310	480	2,826	4,598	2,349	7,117	2,246	274	1,707	$ 23,457
Pitkin	211	323	264	159	236	857	485	3,777	4,634	250	33	946	$ 12,175
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	169,296	$ 1,863,016
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	58,022	$ 911,700
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	$ 326,930	$ 4,082,812

Jurisdiction	2024 January	2024 February	2024 March	2024 April	2024 May	2024 June	2024 July	2024 August	2024 September	2024 October	2024 November	2024 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

Jurisdiction	2023 January	2023 February	2023 March	2023 April	2023 May	2023 June	2023 July	2023 August	2023 September	2023 October	2023 November	2023 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

NAICS	2025 January	2025 February	2025 March	2025 April	2025 May	2025 June	2025 July	2025 August	2025 September	2025 October	2025 November	2025 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	33,679	$ 389,596
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	16,768	$ 461,923
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	14,988	$ 226,214
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	91,614	$ 1,129,413
Bed and Breakfast Inns	1,161	2,963	5,166	58	315	5,402	6,943	5,174	11,337	1,861	226	3,428	$ 44,034
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	162,471	$ 1,694,942
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	1,347	$ 101,176
Recreational and Vacation Camps	2,354	5,671	2,451	232	1,582	4,238	5,912	5,913	6,109	3,765	535	2,635	$ 41,397
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	$ 326,930	$ 4,082,812

NAICS	2024 January	2024 February	2024 March	2024 April	2024 May	2024 June	2024 July	2024 August	2024 September	2024 October	2024 November	2024 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

NAICS	2023 January	2023 February	2023 March	2023 April	2023 May	2023 June	2023 July	2023 August	2023 September	2023 October	2023 November	2023 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: January 2026 Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Present Monthly and Investment Reports

Fiscal Impact:

Submitted by: Teresa Brtown **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\mbirnie Discharge Date: 2/12/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 2/17/2026

Revised April 2015

TREASURER'S MONTHLY REPORT FOR JANUARY 2026

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	$	$	$	$
Due from Tre-County General	4,784,644.03	768,907.91	(2,611,167.51)	2,942,384.43
Due from Tre-Road & Bridge	5,841,011.28	57,360.21	(252,021.84)	5,646,349.65
Due from Tre-Human Services	997,543.43	21,714.49	(290,859.13)	728,398.79
Due from Tre-Public Health Agency	24.10	37,222.33	(18,330.74)	18,915.69
Due from Tre-Conservation Trust	430,467.35	693.46	(4,083.33)	427,077.48
Due from Tre-Bond Fund	736,795.94	1,198.31	-	737,994.25
Due from Tre-Airport	2,294,494.29	109,966.09	(470,780.11)	1,933,680.27
Due from Tre-Sales Tax	6,676,730.42	150,065.43	(32.37)	6,826,763.48
Due from Tre-Land Preservation	2,390,637.44	3,429.70	(281,843.54)	2,112,223.60
Due from Tre-Mosquito	45,021.26	21,454.19	(1,263.38)	65,212.07
Due from Tre-Sage Grouse	526,592.16	1,887.78	-	528,479.94
Due from Tre-Risk Management	17.71	215,106.95	(449.86)	214,674.80
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	33.92	7,881.85	-	7,915.77
Due from Tre-Sewer	926,957.63	173,676.12	(199,324.98)	901,308.77
Due from Tre-Water	931,055.49	69,435.60	-	1,000,491.09
Due from Tre-Solid Waste	46,192.00	543,522.43	(19,243.90)	570,470.53
Due from Tre-Housing Authority	4,407,353.18	9,780.13	(164,481.92)	4,252,651.39
Due from Tre-Gunn Sr Housing	88,493.39	10,145.70	-	98,639.09
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-GV Heat		37,922.05	-	37,922.05
Due from Tre-Internal Service I	1,315,871.25	27,728.94	(114,238.31)	1,229,361.88
Due from Tre-Internal Service II	11.08	35,817.44	(4,000.06)	31,828.46
Due from Tre-Insurance Trust	2,804,757.01	13,730.65	(40,908.50)	2,777,579.16
Due from Tre-Local Marketing District	2,546,734.76	72,793.50	-	2,619,528.26
Due from Tre-Rural Trans Auth	5,773,198.09	37,531.41	(1,955,457.32)	3,855,272.18
Due from Tre-Public Trustee Agency	2.48	15,000.00	(2,600.75)	12,401.73
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	-	100.00	(100.00)	-
Due from Tre-Treas Fees	-	89,095.44	(89,095.44)	-
Due from Tre-Health Claims	12,970.85	94,582.13	(86,056.48)	21,496.50
Due from Tre-Landfill Closure	1,517,810.02	6,440.32	-	1,524,250.34
Due from Tre-Landfill Cons Resv	2,270,285.13	2,287.17	(863,993.48)	1,408,578.82
Due from Tre-Payroll Clearing	6,281.62	1,595,332.64	(1,595,345.00)	6,269.26
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	235.77	0.38	-	236.15
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	507,020.23	8,447,615.00	(7,833,844.68)	1,120,790.55
Due from Tre-Finance Revenue Clearing	44,334.69	11,955,921.18	(11,955,921.18)	44,334.69
Due from Tre-Water Resource	52,631.77	85.60	-	52,717.37
Due from Tre-Workforce Impact Fees	13,643.19	22.19	-	13,665.38
Due from Tre-Living Community	154.41	36,110.11	(736.74)	35,527.78
COUNTY FUNDS TOTAL	48,464,525.52	24,671,564.83	(28,856,180.55)	44,279,909.80
CITIES AND TOWNS		$	$	
Due from Tre-Crested Butte General	6,255.91	22,633.56	(6,817.46)	22,072.01
Due from Tre-Crested Butte Street/Alley	-	73,561.80	(4,413.71)	69,148.09
Due from Tre-Gunnison City General	2,795.85	21,608.40	(3,514.11)	20,890.14
Due from Tre-Marble General	161.76	1,031.15	(193.62)	999.29
Due from Tre-Mt Crested Butte General	7,038.64	65,123.29	(19,910.84)	52,251.09
Due from Tre-Pitkin General	170.00	1,514.86	(222.80)	1,462.06
CITIES AND TOWNS TOTAL	16,422.16	185,473.06	(35,072.54)	166,822.68
SCHOOLS		$	$	
Due from Tre-Gunn RE1J Gen	100,954.52	778,733.48	(124,952.37)	754,735.63
Due from Tre-Gunn RE1J Bond	1,155.43	292,778.01	(6,138.28)	287,795.16
Due from Tre-Delta 50J General	6,179.11	13,627.31	(6,208.38)	13,598.04
Due from Tre-Delta 50J Bond	103.12	672.30	(103.12)	672.30
Due from Tre-Montrose RE1J General	745.97	9,464.54	(788.03)	9,422.48
Due from Tre-Montrose RE1J Bond	-	612.19	-	612.19
Due from Tre-Reij 2014 Mill Override	305.84	77,842.46	(3,227.42)	74,920.88

SCHOOLS TOTAL	109,443.99	1,173,730.29	(141,417.60)	1,141,756.68
IMPROVEMENT DISTRICTS		**$**	**$**	
Due From Tre-Gunn Rising #2	527.77	745.02	(527.77)	745.02
Due From Tre-Gunn Rising #3	2.15	3.03	(2.15)	3.03
Due From Tre-Gunn Rising #4	1.67	2.35	(1.67)	2.35
Due from Tre-CO River Water CD	1,941.41	20,441.16	(3,544.12)	18,838.45
Due from Tre-Reserve MD2	574.27	4,805.30	(813.95)	4,565.62
Due from Tre-Mt Crested Butte DDA	-	75,594.03	(4,535.66)	71,058.37
Due from Tre-Bostwick Park Water CD	12.44	83.50	(16.44)	79.50
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	1,621.69	21,156.23	(2,753.71)	20,024.21
Due from Tre-Mt CB Water/San	4,464.40	44,868.53	(13,222.88)	36,110.05
Due from Tre-East River Regional SD	392.79	4,572.31	(633.86)	4,331.24
Due from Tre-Cemetery	819.87	8,629.81	(1,305.10)	8,144.58
Due from Tre-Gunn Co Metro Rec Dist	3,574.20	38,673.56	(6,666.77)	35,580.99
Due from Tre-N Fork Water CD	87.04	230.25	(93.49)	223.80
Due from Tre-Skyland MD	2,730.86	32,673.09	(4,459.94)	30,944.01
Due from Tre-Upper Gunn Water CD	6,846.44	74,204.84	(12,815.96)	68,235.32
Due from Tre-Crested Butte Fire PD	21,141.25	221,704.32	(41,486.43)	201,359.14
Due from Tre-Gunn Co Fire PD	3,931.75	32,852.72	(5,819.04)	30,965.43
Due from Tre-Carbondale & Rural Fire PD	893.12	13,451.48	(1,624.57)	12,720.03
Due from Tre-Ragged Mt Fire PD	1,808.05	912.41	(551.27)	2,169.19
Due from Tre-Arrowhead Fire PD	260.18	3,268.79	(434.28)	3,094.69
Due From Tre-Library General Fund	7,888.76	86,110.38	(14,676.16)	79,322.98
Due From Tre-Reserve MD#2 BOND 2016A	1,859.21	14,018.54	(2,542.84)	13,334.91
Due From Tre-North Fork Ambulance Health Service D	1,222.34	3,217.86	(1,323.36)	3,116.84
Due From Tre-Reserve MD #2 BOND 2016B	224.17	1,875.60	(317.71)	1,782.06
Due From Tre-Reserve MD #2 BOND 2016C	199.14	1,666.14	(282.24)	1,583.04
Due From Tre-Crested Butte Fire PD Bond	5,907.06	63,917.74	(11,799.08)	58,025.72
Due From Tre-Gunn Co Metro Rec North	4,653.00	51,216.64	(7,351.87)	48,517.77
IMPROVEMENT DISTRICTS TOTAL	73,585.03	820,895.63	(139,602.32)	754,878.34
MISC CONTROL		**$**	**$**	
Due from Tre-Clerk & Recorder	423,001.92	587,956.35	(679,911.58)	331,046.69
Due from Tre-Clerk Sales Tax	20.10	83,876.12	(83,896.22)	-
Due from Tre-SOT	-	336,659.04	(336,659.04)	-
Due from Tre-State Auto	-	245,296.21	(245,296.21)	-
Due from Tre-Clerk ST Domestic Abuse	140.00	240.00	(140.00)	240.00
Due from Tre-Clerk State Registrar	-	36.00	(36.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	204.00	1,122.00	(1,326.00)	-
Due from Tre-Range Improvement Dist 3	-	65.83	(65.83)	-
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	-	-	-	-
Due from Tre-Investment Interest	-	81,008.89	(81,008.89)	-
Due from Tre-Treas Deed	8,498.63	43.00	(6,521.42)	2,020.21
Due from Tre-Unused Remittances	162,026.79	43,261.88	(205,146.03)	142.64
Due from Tre-Elected Official Fees Clrg	25,559.12	62,571.53	(69,697.22)	18,433.43
Due from Tre-GV Regional Housing Authority	-	-	-	-
Due From Tre- Somerset Domestic WD	-	-	-	-
MISC CONTROL TOTAL	619,450.56	1,442,136.85	(1,709,704.44)	351,882.97
GRAND TOTALS	**49,283,427.26**	**28,293,800.66**	**(30,881,977.45)**	**46,695,250.47**

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 January 2026

Teresa Brown
Gunnison County Treasurer

DATE: 2/11/2026

Laura Puckett Daniels
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Monthly Investment Report
January 2026

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	196,955.23			Cash	
BMO	1101	1,300,397.23	0.00%		Chkg	
BMO CC	1103	1,134,969.69	0.00%		Chkg	
BMO MM	1104	837,358.44	2.45%		MM	
Wells Fargo Warrant Clearing	1145	1,663,929.47	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	10,008,957.89	0.00%		Chkg	
Colotrust Plus	1118	1,394,962.58	3.83%		Pool	
C-Safe	1121	1,678,853.58	3.90%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	36,933.15	1.98%			
TOTAL CASH AND CHECKING		18,407,478.94		39.42%		
INVESTMENTS						
United Fidelity Bank GA56	1189	248,510.85	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	248,374.38	4.85%		CD	3/29/27
Ally Bank GM42	1191	245,463.54	5.05%		CD	3/23/26
FHLB ATBS5	1204	501,102.00	4.00%		AG	9/29/26
FHLMC GXN91	1207	705,109.98	4.00%		AG	8/24/27
Discover Bank 3N361	1209	244,727.31	3.45%		CD	7/29/26
US Treasury CCF68	1210	495,260.00	0.75%		T	5/31/26
Capital One Bank USA HF75	1213	244,326.74	3.45%		CD	6/29/27
American Express AD582	1214	244,170.92	3.40%		CD	6/29/27
FHLB ARUR0	1217	497,660.00	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	498,835.00	0.50%		T	2/28/26
FHLB ARC388	1220	591,193.80	2.30%		AG	3/29/27
US Treasury 8Z781	1222	490,050.00	1.50%		T	1/31/27
FHLB APLK9	1225	491,448.50	1.28%		AG	10/28/26
FHLB APH40	1226	490,879.00	1.06%		AG	10/21/26
FHLB ANG95	1227	493,307.00	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	240,444.71	0.85%		cd	9/30/26
FHLB ANJK7	1229	984,483.00	0.875%		AG	8/25/26
FHLB AMJN3	1234	495,816.50	1.03%		AG	5/26/26
FHLB AMDY5	1235	495,991.50	1.00%		AG	5/20/26
FHLB AMDV1	1236	496,355.00	1.05%		AG	5/12/26
FHLB ALW67	1238	497,131.50	1.10%		AG	4/22/26
FHLB ALV68	1240	497,826.50	1.03%		AG	3/30/26
FHLB ALMM3	1242	497,802.50	1.00%		AG	3/30/26
FHLB AKWS1	1243	499,328.00	0.53%		AG	2/17/26
FHLB ALA53	1244	498,992.50	0.60%		AG	2/25/26
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	602,395.80	5.30%		AG	5/1/29
FNMA GAUJ8	1499	284,854.93	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	499,612.50	4.00%		AG	9/13/29
First National Bank Oxford	1507	245,178.36	4.40%		CD	12/11/29
Truist Bank	1508	245,088.69	4.50%		CD	12/19/29
FHLB B5PR3	1511	502,587.50	4.30%		AG	3/25/30
FHLMC HBLR0	1512	497,227.00	4.13%		AG	4/29/30
FNMA GAH77	1515	500,963.50	4.32%		AG	11/15/28
Morgan Stanley Private BAnk	1516	248,496.85	4.25%		CD	6/12/28
Valley National Bank	1517	247,972.58	4.15%		CD	6/12/28
FHLB B6NA0	1518	500,970.50	4.25%		AG	6/5/28
FHLB B6PF7	1519	256,066.66	4.20%		AG	6/17/30
FFCB ETNA1	1520	501,585.50	4.50%		AG	6/7/28
FFCB ETGU52	1521	250,586.25	4.52%		AG	5/14/30
FHLB B6E85	1522	1,003,090.00	4.09%		AG	5/22/30
FFCB ETPM3	1523	called				
FHLB B76A7	1524	called				
FFCB ETYP0	1525	500,187.50	4.49%		AG	5/20/30
FFCB ETUC9	1526	250,293.00	4.07%		AG	8/21/28
FFCB ETXY8	1527	497,616.50	4.00%		AG	9/16/30
FNMA GARW1	1528	498,153.50	4.02%		AG	9/12/30
FFCB ETB63	1529	499,653.50	4.21%		AG	10/2/30
FFCB ETZA8	1530	499,883.50	3.95%		AG	9/25/28
FNMA GATN9	1531	349,917.05	4.00%		AG	3/16/29
FHLB B7X90	1532	499,114.50	4.15%		AG	10/8/30
FHLB B8DA7	1534	995,283.00	3.83%		AG	10/23/29
FHLB B8CG5	1535	498,201.00	4.02%		AG	10/15/30
FHLB 8H70	1536	595,297.80	3.88%		AG	11/5/30
Toyota Financial	1537	245,748.96	3.80%		CD	11/26/27
FFCB ETRO90	1538	979,871.62	4.17%		AG	2/12/30
FHLMC HCDJ5	1539	497,024.72	4.00%		AG	12/5/30
FFCB ET6S1	1540	549,590.80	4.12%		AG	1/13/31
FAMC 4W6Y3	1541	999,118.00	4.18%		AG	1/21/31
TOTAL INVESTMENTS		28,290,078.42		60.58%		
Cash per Treasurer's Ledger		46,697,557.36		100.00%		
Plus Pending Disbursements		(2,256.89)				
Total Due to All Funds		46,695,300.47				