



**AGENDA**  
**GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**

**Monday, October 21, 2024, 8:00 a.m.**  
**108 8th Street, Room 100**  
**Glenwood Springs, CO 81601**

**ROLLING AGENDA**

---

- 1. ROLL CALL - 8:00 a.m.**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOMENT OF SILENCE**
- 4. PUBLIC COMMENTS FROM CITIZENS NOT ON THE AGENDA - 8:05 A.M.**  
Individuals may be limited to 5 minutes each.
- 5. REGULAR WORK SESSION**
  - a. Elected Officials:
    1. Jim Yellico, Garfield County Assessor
      1. Abatement Hearing for Caerus Various Accounts Abatement # 25-016
    2. Carrie Couey, Garfield County Treasurer and Public Trustee
      1. Public Trustee 3rd Quarter 2024 Report
    3. Jackie Harmon, Garfield County Clerk and Recorder
      1. Public Hearing Special Events Permit  
Request to review and consider an application for a Special Events permit for 5 Point Film Festival's "5Point in the Field" event to be held Saturday, October 26, 2024 3 p.m. to 9 p.m. at Spring Creeks Ranch located at 644 Cowen Dr., Carbondale, CO 81623; applicants are Luis Yllanes and Aly Sanguily.

b. Consent Agenda:

Items of a routine nature are placed on the Consent Agenda to allow the Board of County Commissioners to spend its time and energy on more important items on a lengthy agenda. Any Commissioner or any member of the public may request that an item be "REMOVED" from the Consent Agenda and considered on the Regular Agenda.

1. Approve bills
2. Interfund Reimbursement Request
3. Recommendation and approval to award a contract to OJ Watson Company, Inc. for a Monroe V-Box spreader for the Road and Bridge Department - Procurement Department
4. Recommendation and approval to award a contract to Community Health Services, Inc., for community dental services – Procurement Department
5. Recommendation and approval to award a contract to H. Barber & Sons for the purchase of Barber 600HD Turf Rake for the Fairgrounds - Procurement Department
6. Recommendation and approval to award a contract to Western Slope Materials, LLC for the purchase of ¼" Washed Sand for the Fairgrounds - Procurement Department
7. Request for the Chairman to sign a resolution approving an Accommodation Pursuant to the Federal Fair Housing Act for an ADU in the Monument Ridge Subdivision. The site is located at 101 Monument Ridge Rd, Parachute Co 81635. (File No. 08-24-9031). Applicant is Kevin and Rhonda Coleman. – Staff Planner: Philip Berry, AICP
8. Authorization for the Chairman to sign a Resolution Concerned with the Approval of a Second Extension of the time to File a Final Plat for the Froning Family Subdivision on Land Owned by the Froning Family Subdivision LLC, Garfield County located at 700 County Road 107 east of the Town of Carbondale. Applicant is Froning Family Subdivision LLC (File No. FPAA-08-21-8857) - Glenn Hartmann, Director
9. Request for the Board to authorize the Chairman to sign a Memorandum of Understanding with Habitat for Humanity for a shared unit at the L3 Condominiums in Glenwood Springs for the purpose of purchasing priority rights for Garfield County employees for \$150,000.00 – Kelly Cave

c. County Manager Update: County Manager Fred Jarman

1. Human Services Commission:
  1. Approval of 2025 Grant Recommendations – Sara Sims and Kelly Esch
2. Board of County Commissioners Acting as the Board of Human Services:
  1. EFT/EBT Disbursement
  2. Consideration and Approval to Utilize \$63,328.00 from the Fund Balance for Travelers Program as a 20% Local Match for the \$253,312 in FTA 5339 Rural Funding for a New Traveler Van.



3. Program Updates
3. Board of County Commissioners Acting as the Board of Health:
  1. Quarterly Communicable Disease Report - Garfield County Public Health Communicable Disease Surveillance and Response Team
  2. Request for the Board to authorize the Chairman to sign a Resolution clarifying the State of Colorado's mandate for certain departments to sign a certification that they will not use Personal Identifying Information contained in state databases they have access to for the purposes of assisting Federal Immigration Enforcement, unless required to do so by subpoena, warrant or court order – Josh Williams.
4. Public Meetings:
5. Action Item:
  1. Request a letter of support for Clearnetworx Broadband Colorado BEAD Grant Application – Kelly Hebbard
  2. Request to consider applicants to fill Fair Board vacancies - Coral Miller
  3. Recommendation and approval to execute renewed lease with Bureau of Land Management for office space at Garfield County Airport – CAO and Airport
  4. Request for direction on the acquisition of playground equipment and 1102 Grand Ave - Bentley Henderson
6. Presentations and Information Items:
  1. Garfield County Clean Energy update – Morgan Hill
  2. A presentation by Mind Springs Health regarding the Withdrawal Management Facility - Traci Harris, SUD Treatment Director and Hans Lutgring, Director
7. Public Hearings:
6. **County Attorney Update: County Attorney Heather Beattie**
7. **Executive Session:**
  - a. An executive session may be requested on any item appearing on the agenda.

**8. REGULAR AGENDA: COMMUNITY DEVELOPMENT ISSUES:**

- a. County Attorney Update - Land Use Issues:
- b. Public Meetings:
  - 1. Work Session on State of Colorado Proposition 123 regarding the Colorado Affordable Housing Financing Fund (Colorado Revised Statutes Article 32) including presentation of a letter of request and petition supporting the County's Participation in the State Program and consideration by the Board of County Commissioners whether to commit to the program and authorize County Staff to complete the Proposition 123 Affordable Housing Commitment process - Bentley Henderson, Deputy County Manager, Kelly Cave, Assistant County Attorney, Glenn Hartmann, Director of Community Development
- c. Public Hearing:

**9. COUNTY ATTORNEY UPDATE:**

**10. COUNTY MANAGER UPDATE:**

**11. COMMISSIONER ISSUES:**

- a. Commissioner Reports
- b. Commissioner Calendars
- c. Commissioner Agenda Items

**12. ADJOURNMENT**

**Next Meetings:**

**AGENDA**

**SPECIAL MEETING**

**GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**

**JOINT MEETING WITH GARFIELD COUNTY FAIR BOARD**

108 8<sup>th</sup> Street, Room 100

Glenwood Springs, CO 81601

**Monday, October 21, 2024**

**6:30 p.m.**

---

**AGENDA**

**2025 BUDGET PUBLIC HEARINGS**

**GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**

108 8<sup>th</sup> Street, Room 100

Glenwood Springs, CO 81601

**Tuesday, October 22, 2024**

**9:00 a.m.**

**ROLLING AGENDA**

---

**AGENDA**

**GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**

108 8<sup>th</sup> Street, Room 100

Glenwood Springs, CO 81601

**Monday, November 4, 2024**

**8:00 a.m.**

---

**AGENDA**

**JOINT WORK SESSION**

**WITH**

**CITY OF GLENWOOD SPRINGS**

**GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**

**Glenwood Springs Town Council Chambers**

**101 8<sup>th</sup> Street**

**Glenwood Springs, CO 81601**

**Thursday, November 7, 2024**

**6:00 p.m.**

---

**AGENDA**

**GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**

108 8<sup>th</sup> Street, Room 100

Glenwood Springs, CO 81601

**Tuesday, November 12, 2024**

**8:00 a.m.**

---

**AGENDA**

**WORK SESSION**

**GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**

108 8<sup>th</sup> Street, Room 100

Glenwood Springs, CO 81601

**Wednesday, November 14, 2024**

**8:00 a.m.**

---

**AGENDA**

**GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**

108 8<sup>th</sup> Street, Room 100

Glenwood Springs, CO 81601

**Monday, November 18, 2024**

**8:00 a.m.**

---



**Jacklyn K Harmon**  
**Garfield County Clerk and Recorder**  
109 8<sup>th</sup> Street, Suite 200  
Glenwood Springs, Colorado 81601  
(970)384-3700

October 4, 2024

Caerus Piceance, LLC  
Attn: Natasha Nightengale  
1001 17<sup>th</sup> St., Suite 1600  
Denver, CO 80202

Moss Adams  
675 15<sup>th</sup> St., Suite 1900  
Denver, CO 80202

To whom it may concern:

RE: Public Hearing for the following listed Abatement(s)/Refund of Taxes:  
-Abatement #25-016 Account #O900147, O902800, O900146, O909071, O981761, O908537,  
O901400, and O909070

This is to notify you that the Public Hearing date has been scheduled with the Garfield County Board of Commissioners to Monday, October 21, 2024 at 8:00 a.m. to hear the above mentioned abatement request. This hearing will be held County Administration Building located at 108 8<sup>th</sup> Street, Room 100, Glenwood Springs, Colorado.

Please note the above scheduled abatement is being presented to the Board for the tax year 2018.

If you have questions regarding this notification or hearing, please contact our Office Administrator, Michele Davies, at 970-384-3700 x.1810.

Sincerely,

Jacklyn Harmon  
Garfield County Clerk

Confirmation Services	Package ID: 9171999991703981643982	Electronic Return Receipt
	Destination ZIP Code: 80202	First Class Letter
	Customer Reference:	
	Recipient: CAERUS PICEANCE LLC	PBP Account #: 48369169
	Address: 1001 17TH ST SUITE 1100	Serial #: 8027719
	DENVER CO 80202 - NATASHA NICHTENSALE	OCT 07 2024 2:20 PM

91 7199 9991 7039 8164 3982

Confirmation Services	Package ID: 9171999991703981643975	Electronic Return Receipt
	Destination ZIP Code: 80202	First Class Letter
	Customer Reference:	
	Recipient: MOSS ADAMS	PBP Account #: 48369169
	Address: 675 15TH ST SUITE 1900	Serial #: 8027719
	DENVER CO 80202	OCT 07 2024 2:19 PM

91 7199 9991 7039 8164 3975

# PETITION FOR ABATEMENT OR REFUND OF TAXES

County: GARFIELD

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: October 3 2024  
Month Day Year

Petitioner's Name: Caerus Piceance, LLC Attn: Natasha Nightengale

Petitioner's Mailing Address: 1001 17th St. Suite 1600  
Denver CO 80202  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
ACCOUNT NUM: Various	Oil and Gas Production
PARCEL NUM: N/A	
TAX AREA: Various	

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Overvaluation. This company **was** audited by Martindale Consultants, Inc. for tax year 2018 from January 2022 through April 2023. An SNOV **was** sent to Caerus in February 2023. Caerus appealed & supplied more data to Martindale. That appeal was **granted**. An SNOD was sent to Caerus. Caerus filed this abatement in protest of the 2023 SNOD. Martindale was **able** to obtain more information from Caerus and come to a new value. The audit from Martindale included both **abated** and omitted values, which have offset the original abatement request.

Petitioner's estimate of value: \$ 15,879,230.00 ( 2018 )  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

\_\_\_\_\_  
Petitioner's Signature Daytime Phone Number ( \_\_\_\_\_ )

By \_\_\_\_\_ Daytime Phone Number ( \_\_\_\_\_ )  
Agent's Signature\*

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

<b>Section II: Assessor's Recommendation</b>			
(For Assessor's Use Only)			
Tax Year <u>2018</u>			
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	<u>\$30,566,100</u>	<u>\$27,195,340</u>	<u>\$2,254,100.11</u>
Corrected	<u>\$15,879,230</u>	<u>\$25,814,710</u>	<u>\$1,527,693.91</u>
Abate/Refund	<u>\$1,676,170</u>	<u>\$1,466,470</u>	<u>\$145,846.52</u>

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: 2018 Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

25-016

Page 9 of 247 Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

The Commissioners of Garfield County authorize the Assessor by Resolution No. 2010-099 to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year <u>2018</u>		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	<u>\$30,566,100</u>	<u>\$27,195,340</u>	<u>\$2,254,100.1</u>
Corrected	<u>\$15,879,230</u>	<u>\$25,814,710</u>	<u>\$1,527,693.9</u>
Abate/Refund	<u>\$1,676,170</u>	<u>\$1,466,470</u>	<u>\$145,846.52</u>

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
 Petitioner's Signature Date

\_\_\_\_\_  
 Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of Garfield County, State of Colorado, at a duly and lawfully called regular meeting held on 10 / 21 / 2024, at which meeting there were present the following members:

Month Day Year

Chairman Martin, Commissioner Jankovsky, Commissioner Samson

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 Jim Yellico/Deputy Assessor Juby Cumming (*being present--not present*) and

Name

Petitioner Caerus Piceance, LLC (*being present--not present*), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

<u>2018</u>	<u>\$25,814,710</u>	<u>\$145,846.52</u>
Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
 Chairperson of the Board of County Commissioners' Signature

I, Jackie Harmon 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 \_\_\_\_\_, 2024  
 Month Year

\_\_\_\_\_  
 County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
 Secretary's Signature Property Tax Administrator's Signature Date



Account	Tax Area	Mill Levy	Original ActVal	Original AsdVal	Orig Tax	Corrected ActVal	Corrected AsdVal	Corrected Tax	Abatement ActVal	Abatement AsdVal	Difference ActVal	Difference AsdVal	Abated Tax
O900147	22	58.292	15,115,210	13,225,810	\$770,958.92	14,145,090	12,376,950	\$721,477.16	970,120	848,680	-970,120	-848,860	\$49,481.76
O902800	23	64.751	8,492,780	7,431,180	\$481,177.00	7,835,890	6,856,400	\$443,959.40	656,890	574,780	-656,890	-574,780	\$37,217.60
O900146	24	64.751	55,407,470	48,481,540	\$3,139,228.20	51,253,190	52,116,540	\$2,903,858.32	4,154,280	3,635,000	-4,154,280	3,635,000	\$235,369.88
O909071	47	54.309	33,455,290	29,723,380	\$1,589,808.00	31,055,470	31,823,220	\$1,475,767.80	2,399,820	2,099,840	-2,399,820	2,099,840	\$114,040.20
O981761	104	33.143	6,970	6,100	\$201.84	6,380	6,610	\$184.92	590	510	-590	510	\$16.92
<b>TOTALS</b>			<b>112,477,720</b>	<b>98,868,010</b>	<b>\$5,981,373.96</b>	<b>104,296,020</b>	<b>103,179,720</b>	<b>\$5,545,247.60</b>	<b>8,181,700</b>	<b>7,158,810</b>			<b>\$436,126.36</b>

Account	Tax Area	Mill Levy	Original ActVal	Original AsdVal	Orig Tax	Corrected ActVal	Corrected AsdVal	Corrected Tax	Omitted ActVal	Omitted AsdVal	Difference ActVal	Difference AsdVal	Omitted Tax
O908537	26	49.949	31,275,370	27,365,950	\$1,366,901.32	34,361,810	30,066,590	\$1,501,795.60	3,086,440	2,700,640	3,086,440	2,700,640	\$134,894.28
O901400	29	36.596	2,874,000	2,514,750	\$92,029.76	3,326,140	2,910,370	\$106,507.88	452,140	395,620	452,140	395,620	\$14,478.12
O909070	46	54.277	47,762,250	41,791,970	\$2,268,342.76	50,728,840	44,388,050	\$2,409,250.20	2,966,950	2,596,080	2,966,950	2,596,080	\$140,907.44
			<b>81,911,620</b>	<b>71,672,670</b>	<b>\$3,727,273.84</b>	<b>88,416,790</b>	<b>77,365,010</b>	<b>\$4,017,553.68</b>	<b>6,505,530</b>	<b>5,692,340</b>			<b>\$290,279.84</b>

			Original ActVal	Original AsdVal	Orig Tax	Corrected ActVal	Corrected AsdVal	Corrected Tax	Omitted ActVal	Omitted AsdVal	Difference ActVal	Difference AsdVal	Final Offset Abated Tax
Abatement 25-016 Offset with Omitted Tax			30,566,100	27,195,340	\$2,254,100.12	15,879,230	25,814,710	\$1,527,693.92	1,676,170	1,466,470			<b>\$145,846.52</b>



Oct 3, 2024

Carrie Couey  
 Garfield County Treasurer  
 109 8<sup>th</sup> Street, Suite 204  
 Glenwood Springs, CO 81601

Dear Carrie

I, Jim Yellico, Assessor for the County of Garfield, State of Colorado,

DO HEREBY CERTIFY, in accordance with C.R.S. 39-5-125(1) that the following real property value located in Garfield County has been omitted from the 2018 tax roll.

THEREFORE, in accordance with C.R.S. 39-10-101(2)(a) I hereby request that a tax warrant be issued and the following real property value be added to the 2018 tax roll as set forth.

Schedule No: Various – See Attachment  
 Tax District: Various – See Attachment  
 Mill Levy: Various – See Attachment  
 Owner Name: Caerus Piceance, LLC

Mailing Address: c/o Natasha Nightengale  
 1001 17<sup>th</sup> St. Suite 1600  
 Denver, CO. 80202

	<u>Original</u>	<u>Omitted</u>	<u>Total</u>
Actual Valuation:	\$81,911,620	\$6,505,530	\$88,416,790
Assessed Valuation:	\$71,672,670	\$5,692,340	\$77,365,010
2018 Taxes Due:	\$3,727,273.84	\$290,279.84	\$4,017,553.68

X   
 \_\_\_\_\_  
 Jim Yellico  
 Assessor

X Date: 10.4.24  
 \_\_\_\_\_

**PLEASE APPLY TO ABATEMENT 25-016  
 AS AN OFFSET OF ABATED TAXES**

109 8th Street, Suite 207 • Glenwood Springs, CO 81601  
 (970) 945-9134 • Fax: (970) 945-3953



May 14, 2024

Jim Yellico Garfield County Assessor  
109 8<sup>th</sup> Street, Suite 207  
Glenwood Springs, CO 81601

RE: Caerus Piceance LLC  
Petition for Refund of Omitted Taxes Assessed for Tax Year 2018 (Production Year 2017)

Abatement Submitted via email to: [jyellico@garfield-county.com](mailto:jyellico@garfield-county.com)  
Cc'd copy submitted to: [nbartczak@garfield-county.com](mailto:nbartczak@garfield-county.com), [myost@garfield-county.com](mailto:myost@garfield-county.com)

Dear Garfield County Assessor:

On behalf of Caerus Piceance LLC ("Caerus" or "taxpayer") we are writing in response to the omitted tax bills issued by the Garfield County Treasurer May 15<sup>th</sup>, 2023 for the tax year 2018, previously paid in full by Caerus June 26<sup>th</sup>, 2023. The omitted taxes were issued to Caerus in completion of an audit where the County Assessor ("County" or "Assessor") issued Special Notices of Determination ("SNOD") to Caerus dated April 18<sup>th</sup>, 2023. Pursuant to Colorado Revised Statute (C.R.S.) §39-5-125(4) and C.R.S. §39-10-114(a)(I)(A), this letter serves as formal petition of refund of omitted taxes erroneously levied due the incorrect calculation of omitted value (see attached petition form, Exhibit A).

**Timeline of Events:**

- January 10, 2023 - Original Audit Report Issued to Caerus
- February 8, 2023 - Caerus Responded to Audit
- February 17, 2023 - Special Notice of Valuation Issued
- March 20, 2023 - Caerus Protest Special Notice of Valuation
- April 18, 2023 - Special Notice of Determination
- May 9, 2023 - County Issued Audit Assessment Letters
- May 15, 2023 - Garfield County Treasurer Issued Omitted Tax Bills and Notice
- May 31, 2023 - County applies additional month of interest.
- June 26, 2023 - Caerus paid Omitted Tax Bills in Full

Caerus received a letter and SNODs from the County dated April 18, 2023 (See Exhibits B, & B.1-B.3) and also received Assessor Letters of Omitted 2018 Taxes on May 15, 2023 (See Exhibits D & D.1). Both letters issued to Caerus cite C.R.S. §§39-5-125(4) and §39-10-114(a)(I)(A). C.R.S. §39-5-125(4) states:

"[I]f omitted property is added by the assessor or the treasurer for a prior assessment year, then a petition for abatement or refund may be filed at any time after the taxes are levied and an amended tax bill has been generated, but before two years after January 1 of the year following the year in which the taxes are levied."

The Assessor's Reference Library ("ARL") Volume 2, Administrative and Assessment Procedures Manual, Chapter 3 Omitted Property, page 3.22, clarifies the "taxes levied" date under an omitted property assessment means the date the omitted property tax bill was mailed. Therefore, Caerus

Assurance, tax, and consulting offered through Moss Adams LLP. ISO/IEC 27001 services offered through Galence Assurance LLC, a Moss Adams company.  
Investment advisory offered through Moss Adams Wealth Advisors LLC. ©2022 Moss Adams LLP



reserves the right file an abatement or refund of taxes paid to the County per the omitted tax bills issued to the taxpayer May 15, 2023 (see Exhibit C).

Following a completed audit conducted by the County's third-party auditor Martindale Consultants Inc ("Martindale" or "Auditor"), the County issued omitted tax bills for the proposed difference in actual value of \$16,433,370 (see Exhibit E, Petition for Refund Summary). This amount reflects the adjustments as calculated as a whole, which does not consider wells with deductions in excess of 95% of the actual value.

ARL Volume 3, Chapter 6, section 6.34 under the "Methods for Leasehold Valuation" states:

Under no circumstances will the total deduction for netback of expenses, between the wellhead and the point of sale, exceed ninety-five percent (95%) of the total gross proceeds of product sold less exempt royalties paid. "Carry-forward" or "carry-back" of the unused operating expense, return on investment (ROI), and/or return of investment (Rofl) deductions for prior or subsequent years is not allowed.

The valuation of oil and gas by the netback method is limited by the total deductions not to exceed 95% of the total gross proceeds of product sold less exempt royalties paid. Therefore, it was erroneous of the County to assess the omitted property tax value based on the total adjustments from Martindale without calculating the adjustments through the netback on a well-by-well basis as some of the omitted tax deduction adjustments did not affect the value of the wells that were already at the 95% deductible value.

Please attached, Exhibit F, for a completed NERF calculation inclusive of adjustments made by Martindale and reflected on the SNODs received. Total calculated omitted value through the NERF for all accounts sums to \$14,756,835. Caerus requests a refund of tax paid on unutilized deductions in instances where the wells were already at 95% deductible value.

The taxpayer worked with Martindale on specific audit items assessed upon receiving the initial workpapers and after the Special Notices of Valuation were received in March 2023. No adjusted workpapers were issued to the Taxpayer before the final SNOD was issued to Caerus. After receiving the SNODs and adjusted workpapers from Martindale, there was a follow up discussion with the County. In discussion with the County, Moss Adams brought up the fact that the County Auditors failed to properly calculate the tax by not calculating the adjusted value through the Netback. Moss Adams had requested that the County and auditors correct this error, however, the County did not allow any adjustment and only allowed protest of the calculation error to be amended by formal petition for refund and that the taxpayer was required to pay the full amount of omitted tax and interest by May 31, 2023. Therefore, in addition to the refund requested for erroneously collected property tax, Caerus should also be entitled a refund of interest paid of \$(72,679) on the erroneously collected tax (calculated at 1% for 50 months which was from the date the original 2018TY was due through June 26, 2023, when the tax was paid).

Lastly, if a written decision is not received from the Board of County Commissioners within six months, Caerus reserves the right to file an appeal to the Board of Assessment Appeals to resolve this matter.



MOSSADAMS

Caerus Piceance, LLC  
5/14/2024  
Page 3 of 3

Please send a copy of all correspondence related to this matter to Caerus's representative (POA attached):

Martin Tschida  
Moss Adams LLP  
675 15<sup>th</sup> Street, Suite 1900  
Denver, CO 80202

If you have any questions regarding the refund request, this letter, or other items please contact Martin Tschida of Moss Adams LLP at (303) 298-9600. We appreciate your attention to this matter.

Best Regards,

**Martin Tschida**  
Moss Adams LLP  
Principal  
POA  
[Marty.tschida@mossadams.com](mailto:Marty.tschida@mossadams.com)

Enclosures

- Power of Attorney
- Exhibit A: Caerus Piceance LLC – 2018 Omitted Tax Petition for Refund of Taxes
- Exhibit B: 2018 Caerus Special Notice of Determination
- Exhibit C: 2018 Omitted Tax Statements
- Exhibit D: 2018 Omitted Tax Assessor Letters
- Exhibit E: Proof of payment of 2018 Omitted Taxes
- Exhibit F: Caerus Piceance Petition for Refund Summary & Calculation



Exhibit "A"

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: GARFIELD

Date Received (Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 05/14/2024 (Month Day Year)

Petitioner's Name: CAERUS PICEANCE LLC
Petitioner's Mailing Address: 1001 17TH STREET, SUITE 1600
DENVER CO 80202
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Both rows contain 'SEE ATTACHMENTS'.

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2018 OMITTED 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.)

SEE ATTACHMENTS

Petitioner's estimate of value: \$ 14,756,835 (2018)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

DocuSigned by:
Natasha Maitenale
Petitioner's Signature

Daytime Phone Number 720 880-6415
Email natasha@caerusoilandgas.com

By: Marty Tschida
Agent's Signature\* 05/14/2024

Daytime Phone Number 303 294-7743
Email MARTY.TSCHIDA@MOSSADAMS.COM

Printed Name: MARTY TSCHIDA
\*Letter of agency must be attached when petition is submitted by an agent.

The actual value in the Assessor's Recommendation section does not include 2023 value adjustments for residential and commercial properties. 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
Actual Assessed Tax
Original
Corrected
Abate/Refund
Assessor recommends approval as outlined above.
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.
Tax year: Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)
Assessor recommends denial for the following reason(s):
Assessor's or Deputy Assessor's Signature



**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

	05/14/2024
Petitioner's Signature _____	Date _____
	05/14/2024
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 GARFIELD County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/2018, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and

Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

2018	_____	_____
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 \_\_\_\_\_, 2018.

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

		05/14/2024
Secretary's Signature _____	Property Tax Administrator's Signature _____	Date _____



**Certificate Of Completion**

Envelope Id: 90F0CC6DA9BF437C9D574D4001EF029F	Status: Completed
Subject: Please sign Moss Adams Document   2018 Omitted Taxed Petition for Refund   Caerus	
Deltak Client Engagement Code (123456.XXXX): 192065.0009	
Office Location:	
Denver	
Document Type: Consulting - Other	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Alissa Arnold
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	999 Third Avenue
	Suite 2800
	Seattle, WA 98104
	Alissa.Arnold@mossadams.com
	IP Address: 163.116.147.33

**Record Tracking**

Status: Original	Holder: Alissa Arnold	Location: DocuSign
5/14/2024 12:00:30 PM	Alissa.Arnold@mossadams.com	
Security Appliance Status: Connected	Pool: Security Pool	

**Signer Events**

Natasha Nightengale  
 Natasha@CaerusOilAndGas.com  
 VP & Controller  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 1772FABCAC4F4BF...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 38.140.32.194

**Timestamp**

Sent: 5/14/2024 12:02:57 PM  
 Viewed: 5/14/2024 1:29:59 PM  
 Signed: 5/14/2024 1:30:17 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/14/2024 1:29:59 PM  
 ID: 7c0296bf-577b-4aed-a3c5-8d5f07b8f56c

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Alissa Arnold  
 alissa.arnold@mossadams.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/14/2024 12:02:57 PM  
 Resent: 5/14/2024 1:30:19 PM  
 Viewed: 5/14/2024 1:31:39 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Lily Loredo  
 Lily.Loredo@mossadams.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/14/2024 12:02:58 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Marty Tschida Marty.Tschida@mossadams.com Principal Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 5/14/2024 12:02:58 PM Viewed: 5/14/2024 12:10:21 PM

SALT Operations SALTOperations@mossadams.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 5/14/2024 12:02:59 PM
---	--------	-----------------------------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/14/2024 12:02:59 PM
Certified Delivered	Security Checked	5/14/2024 1:29:59 PM
Signing Complete	Security Checked	5/14/2024 1:30:17 PM
Completed	Security Checked	5/14/2024 1:30:17 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

**CONSENT FOR USE OF ELECTRONIC SIGNATURES AND DOCUMENTS**

By selecting the "I Accept" button, you are signing this document electronically. You agree your electronic signature is the legal equivalent of your handwritten signature on this document. By selecting "I Accept" using any device, means or action, you consent to the legally binding terms and conditions of this document. You further agree that your signature on this document (your "E-Signature") is as valid as if you signed the document in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting agreement between you and Moss Adams LLP. You are also confirming that you are authorized to sign this document. Finally, you understand and agree that your E-Signature will be legally binding and such transaction will be considered authorized by you.





**PUBLIC TRUSTEE 3RD QUARTER 2024 REPORT**

<b>REVENUE</b>	Fees	
Foreclosures	\$	3,725.55
Releases	\$	13,620.00
<b>TOTAL REVENUE</b>	<u>\$</u>	<u>17,345.55</u>
<b>INTEREST</b>		
Interest on PT Reserve	\$	1,501.25
Interest on PT Operating	\$	5.60
Interest on PT Trust	\$	0.79
<b>TOTAL INTEREST</b>	<u>\$</u>	<u>1,507.64</u>
<b>PT EXPENSES</b>		
Wages and Benefits	\$	33,501.78
Affiliations	\$	-
<b>TOTAL EXPENSES</b>	<u>\$</u>	<u>33,501.78</u>
	<b>NET REVENUE</b>	<u><u>\$ (14,648.59)</u></u>

This report is submitted pursuant to provisions of C.R.S. § 38-37-104 (3).

Carrie Couey  
 Public Trustee Garfield County  
 Colorado

---

109 8th Street, Suite 204	P.O. Box 1069
Glenwood Springs, CO 81601	Glenwood Springs, CO 81602-1069
PHONE (970) 945-6382 FAX (970) 384-50 WEBSITE: <a href="http://www.garfield-county.com">www.garfield-county.com</a>	



## AGENDA SHEET

**BOARD MEETING DATE:** October 21, 2024  
**AGENDA CATEGORY:** Consent Agenda  
**DATE OF AGENDA SHEET:** October 16, 2024  
**PREPARED BY:** Denice Brown  
**PRESENTED BY:** Procurement Department

### **SUBJECT:**

Recommendation and approval to award a contract to **OJ Watson Company, Inc.** for the purchase of (1) Monroe V-Box Spreader for Garfield County Road and Bridge Department.

### **SUMMARY OF SOLICITATION:**

In accordance with Article 3.2.1 of the Garfield County Procurement Code ("GCPC"), Garfield County can use a state price agreement for the procurement of goods and services when such actions shall serve the best interest of the County. Participation in cooperative procurements as described in this rule are exempt from competitive bidding and advertising requirements.

### **NECESSARY BOARD ACTION:**

Discuss and either approve or disapprove the award of a contract to **OJ Watson Company, Inc., off the CDOT State Price Agreement No. 371002027** in an amount not to exceed **\$45,803.00** for the purchase of Monroe V-Box Spreader.

### **STAFF RECOMMENDATION:**

It is the recommendation of staff that the Board award a contract to **OJ Watson Company, Inc.**, in an amount not to exceed **\$45,803.00** for the purchase of Monroe V-Box Spreader for Garfield County Road and Bridge Department.





**O.J. Watson Company, Inc.**  
 5335 Franklin Street  
 Denver, Colorado 80216  
 303-295-2885 or 800-332-2124  
 Fax: 303-296-8049  
 www.ojwatson.com

**Quotation**

Page 1 of 2

**Customer:** GARFIEL  
 Garfield County Road & Bridge  
 0298 County Road 333A  
 Rifle CO 81650

**Salesperson:** Craig Arndt

**Quote Number:** CWA1507-2  
**Quote Date:** 10/15/2024  
**Quote valid until:** 11/14/2024  
**Revision Number:** 2

**Contact:**  
**Phone:** (970) 625-8601  
**2nd:**  
**Email:**

**Work Order:**

**Build Information:**

<b>Year / Make / Model</b>		<b>End User</b>	
<b>Cab Configuration</b>		<b>Unit #</b>	
<b>Fuel Type</b>		<b>Item / PO#</b>	
<b>CA / CT</b>			
<b>Rear Axle</b>			

**Quoted Items:**

**Description of Work**

O.J. Watson is pleased to quote you the following v box spreader with pricing based off of CDOT award #371002027

- Monroe MCV-180-84-56,201,10/7,50:1 2.0DR
- 15' LENGTH
- 84" WIDTH
- 56" HEIGHT
- 201 STAINLESS STEEL CONSTRUCTION
- 10 GAUGE HOPPER
- 7 GAUGE LONGSILLS
- DUAL 7" AUGERS
- SPEED SENSOR
- BOLT DOWN TOP GRATE LOCK KIT
- SS INVERTED V KIT
- TOP GRATE KIT
- GREASE EXTENSION KIT
- SS REAR FOLD UP LADDER
- SS LATCH KIT
- SS TIP-UP SPINNER WITH POLY DISC
- SS SPINNER EXTENSION KIT

\*\*\*Load out/Uninstalled\*\*\*  
 FOB Denver

**Total Price Not Including Options: \$45,803.00**

**Optional Items:**

Options	Amount	Accepted Yes / No
---------	--------	----------------------

**Notes:**

- All pricing is good for -30- days from date of quotation



O.J. Watson Company, Inc.  
5335 Franklin Street  
Denver, Colorado 80216  
303-295-2885 or 800-332-2124  
Fax: 303-296-8049  
www.ojwatson.com

Quotation

Page 2 of 2

- All quotes are F.O.B. Denver unless otherwise stated.
- Quotes are subject to all applicable sales and use taxes including F.R.E.T.
- Open Account Terms are Net 30 upon delivery.
- Cash Account Term is payment at time of delivery (cash/check/credit card) and is subject to a 50% deposit requirement upon initial order.
- All credit card transactions over \$7,000.00 will be subject to a 3% processing fee.
- Carry Vehicle is NOT included in pricing unless specifically called out under Quoted Items.
- The contents of this quote are confidential and not intended for distribution. It is strictly forbidden to share this quote with any third party without written consent from O.J. Watson Equipment.

Accepted

By: \_\_\_\_\_ Quoted By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**NOTICE OF AWARD RENEWAL  
COLORADO DEPARTMENT OF TRANSPORTATION**

<b>AWARD NUMBER 371002027</b> (THIS IS NOT A PURCHASE ORDER, SEE NOTE BELOW)	<b>Re: Invitation For Bid # IFB 24-063 RM Truck Bodies and Attachments for Class 3, 4 and 5 Trucks Period Covered: 03/19/2024 through 03/18/2025 FOUR (4) possible renewal option remaining</b>
<b>VENDOR NO. 1002006</b> <b>VENDOR NAME: OJ Watson</b> <b>ADDRESS: 5335 Franklin Street Denver, CO 80216</b> <b>CONTACT: Mark Eckrich</b> <b>PHONE: 303-295-2885</b> <b>EMAIL: <a href="mailto:meckrich@ojwatson.com">meckrich@ojwatson.com</a></b> <b>DELIVERY: 180 Days</b>	<b>INVOICE TO:</b> Invoice address on Purchase Order for Colorado State Agencies, Institutions and political subdivisions
	<b>MATERIAL GROUP NUMBER: 07051- Trucks over one ton capacity Class 8 Cab and Chassis Trucks</b>

This award is for the purchase of class 8 trucks and options per the specifications, terms and conditions of solicitation number HAA IFB 24-063 RM and this award.

For Options on this award, please [click here](#). Make, Model and Price of Units Awarded:

Make and Model Offered	Price each, before options
Dump Body – Crysteel 9’ CDOT-ETIP-FD	\$33,997
Utility Body – Reading Classic II 108ADW	\$23,489
Platform Body – OJW-CDOT-9DRW	\$16,950
Straight Plow Body – Boss 9’ Super Duty	\$7,350
“V” Plow Options – Boss 9’2” VXT	\$8,839

**Conditions of Award:** Award is made to above referenced vendor for supplying the commodity/service specified above and on any attached supplementary pages per bid specifications to be ordered on an “as needed” basis, with FOUR (0) one-year renewal periods, at CDOT option. This award is in year 1 of 5 possible years total. Prices shall be firm through the first 12 months of award. **Requests for any proposed price changes after the first 12 months must be submitted along with supporting documentation, to CDOT Purchasing, a minimum of sixty (60) days** prior to the proposed effective date of such change. A new award notice will be issued for each additional renewal year that CDOT selects. **EITHER PARTY MAY CANCEL ON 30 DAYS WRITTEN NOTICE.**

IN ACCORDANCE WITH SECTION 24-110-201, CRS, THIS AWARD WILL BE FOR A COOPERATIVE PURCHASING AGREEMENT (“AGREEMENT”) AVAILABLE FOR USE BY THE CONTRACTING STATE AGENCY, OTHER STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION, POLITICAL SUBDIVISIONS (E.G., CITIES, COUNTIES, SCHOOLS) AND ELIGIBLE NON-PROFIT AGENCIES ON THE TERMS, CONDITIONS AND RATES SET FORTH IN THE AGREEMENT. EACH AGENCY OR ENTITY ORDERING GOODS OR SERVICES UNDER THE AGREEMENT WILL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES INCURRED IN CONNECTION WITH ITS ORDERS. AGENCIES OR ENTITIES MAY PLACE ORDERS UNDER THE AGREEMENT USING A COMMERCIAL CREDIT CARD, PURCHASE ORDER OR CONTRACT, AS DEEMED APPROPRIATE BY THE ORDERING AGENCY OR ENTITY.

Please direct inquiries on this award to CDOT Purchasing, Phone: 303 757 9618 Email: <a href="mailto:Jeremy.Roth@state.co.us">Jeremy.Roth@state.co.us</a>	Approved By: <i>Jeremy Roth</i> Jeremy Roth, Purchasing Agent / Storeroom Controller
---	--



# Expense Budget Performance Report

Date Range 01/01/24 - 08/26/24

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
<b>Fund 120 - Road and Bridge</b>									
Department <b>20 - Road &amp; Bridge</b>									
Sub Department <b>091 - Maintenance</b>									
EXPENSE									
<b>4340</b>									
4340.657	Tech. Serv. - Asphalt	511,104.00	.00	511,104.00	363,242.88	.00	363,242.88	147,861.12	71
<b>4340 - Totals</b>		<b>\$511,104.00</b>	<b>\$0.00</b>	<b>\$511,104.00</b>	<b>\$363,242.88</b>	<b>\$0.00</b>	<b>\$363,242.88</b>	<b>\$147,861.12</b>	<b>71%</b>
<b>EXPENSE TOTALS</b>		<b>\$511,104.00</b>	<b>\$0.00</b>	<b>\$511,104.00</b>	<b>\$363,242.88</b>	<b>\$0.00</b>	<b>\$363,242.88</b>	<b>\$147,861.12</b>	<b>71%</b>
Sub Department <b>091 - Maintenance Totals</b>		<b>(\$511,104.00)</b>	<b>\$0.00</b>	<b>(\$511,104.00)</b>	<b>(\$363,242.88)</b>	<b>\$0.00</b>	<b>(\$363,242.88)</b>	<b>(\$147,861.12)</b>	<b>71%</b>
Sub Department <b>150 - Capital Expenditures</b>									
EXPENSE									
4745	Heavy Equipment	925,000.00	322,872.00	1,247,872.00	5,250.28	843,329.49	376,488.66	28,053.85	98
<b>EXPENSE TOTALS</b>		<b>\$925,000.00</b>	<b>\$322,872.00</b>	<b>\$1,247,872.00</b>	<b>\$5,250.28</b>	<b>\$843,329.49</b>	<b>\$376,488.66</b>	<b>\$28,053.85</b>	<b>98%</b>
Sub Department <b>150 - Capital Expenditures Totals</b>		<b>(\$925,000.00)</b>	<b>(\$322,872.00)</b>	<b>(\$1,247,872.00)</b>	<b>(\$5,250.28)</b>	<b>(\$843,329.49)</b>	<b>(\$376,488.66)</b>	<b>(\$28,053.85)</b>	<b>98%</b>
Department <b>20 - Road &amp; Bridge Totals</b>		<b>(\$1,436,104.00)</b>	<b>(\$322,872.00)</b>	<b>(\$1,758,976.00)</b>	<b>(\$368,493.16)</b>	<b>(\$843,329.49)</b>	<b>(\$739,731.54)</b>	<b>(\$175,914.97)</b>	<b>90%</b>
Fund <b>120 - Road and Bridge Totals</b>		<b>\$1,436,104.00</b>	<b>\$322,872.00</b>	<b>\$1,758,976.00</b>	<b>\$368,493.16</b>	<b>\$843,329.49</b>	<b>\$739,731.54</b>	<b>\$175,914.97</b>	
<b>Grand Totals</b>		<b>\$1,436,104.00</b>	<b>\$322,872.00</b>	<b>\$1,758,976.00</b>	<b>\$368,493.16</b>	<b>\$843,329.49</b>	<b>\$739,731.54</b>	<b>\$175,914.97</b>	

- G/L 120.20.091.4745 funds to be used to pay for spreader using remaining budget, available encumbrance, and budget transfer attached.



**BUDGET LINE ITEM TRANSFER REQUEST - FY 2024**  
 (Reallocate budget from one account number to another within the same Fund)

Request Date: 10/14/2024

Department Name: Road and Bridge

Prepared By: R. Roman

Approval Signature: *CBullock*

Please submit completed form to Finance Director

**Decrease**

G/L Account Number				
Fund	Department	Subdepartment	Account	Amount
120	20	191	4340.657	20,000.00
				20,000.00

**Increase**

G/L Account Number				
Fund	Department	Subdepartment	Account	Amount
120	20	150	4745	20,000.00
				20,000.00

**REASON FOR BUDGET TRANSFER REQUEST:**

Transfer \$20,000.00 from asphalt to heavy equipment for new sander.

\_\_\_\_\_

\_\_\_\_\_

**Finance Department Use Only**

Finance Approval: \_\_\_\_\_ Date Approved by BOCC: \_\_\_\_\_

Date Entered: \_\_\_\_\_ By: \_\_\_\_\_ BA # \_\_\_\_\_

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

O.J. WATSON COMPANY, INC.

is a  
Corporation

formed or registered on 04/10/1987 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871720022 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/14/2024 that have been posted, and by documents delivered to this office electronically through 10/16/2024 @ 14:30:25 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/16/2024 @ 14:30:25 in accordance with applicable law. This certificate is assigned Confirmation Number 16478775 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



## AGENDA SHEET

**BOARD MEETING DATE:** October 21, 2024  
**AGENDA CATEGORY:** Consent Agenda  
**DATE OF AGENDA SHEET:** October 16, 2024  
**PREPARED BY:** Kimberlee Keesbery  
**PRESENTED BY:** Procurement Department

### **SUBJECT:**

Recommendation to award a sole source contract to Community Health Services, Inc., for community dental services for the Public Health Department.

### **SUMMARY:**

In accordance with Article 3.5 of the Garfield County Procurement Code, we are asking the BOCC for approval of a Sole Source contract with Community Health Services, Inc., as justified in the attached sole source justification form.

### **NECESSARY BOARD ACTION:**

Discuss and either approve or disapprove of the contract with **Community Health Services, Inc.**, for community dental services in the amount of **\$126,279.00** and authorize signature of the contract if approved.

### **STAFF RECOMMENDATION:**

It is the recommendation of staff that the Board approve the contract with **Community Health Services, Inc.**, for community dental services in the amount of **\$126,279.00** for the Public Health Department.



**Sole Source Justification**

Garfield County Procurement Code Article 3.5

Sole Source refers to the supplier, not the product or service to be obtained from the supplier.

A Sole Source Purchase is any purchase of a good or service with a contract requirement of \$10,000 or more that does not meet the competition solicitation standards of either a Simplified Purchase or a Standard Purchase, and includes any contract amendment or extension outside the terms of the original solicitation and contract.

A Sole Source Purchase is justified when the required item or service is available only from a single supplier under the prevailing conditions and is permissible only after the County Manager approves this Justification.

Based upon the following information, the undersigned requests that the County Manager approve a Sole Source Purchase:

- 1. Description of Good/Service required, as more specifically identified in the attached Specifications or Scope of Work: **FY 2024-2025 Community Health Services Contract** (attachment is required).
- 2. Amount Budgeted and Appropriated: \$ **126,279**.
- 3. Will the contract term need to extend beyond the current calendar year? **Yes**
- 4. Proposed Contractor/Vendor: **Community Health Services, Inc. (CHS)**
- 5. The reason(s) this Contractor/Vendor is the only supplier for this Good/Service is/are: **Garfield County Public Health partners with CHS to fulfill the requirements of the Colorado Department of Public Health and Environment (CDPHE) Oral Health grant. Under the contract, CHS would receive \$126,279. \$104,799 from CDPHE funds, and \$21,480 from Garfield County funds. There are no other public health dental providers in the Garfield, Western Eagle, or Pitkin County region aside from CHS. Please see attached narrative on page 2.**

Completed by:  Date: 9-19-24

Name: Carrie Godes  
Title: Public Health Specialist III

Approved:  Date: 9-20-2024

County Manager

CONTINUED from page 1. The reason(s) this Contractor/Vendor is the only supplier for this

Good/Service is/are:

The CDPHE Oral Health Unit supports four regional oral health departments in the state to provide rural preventive oral healthcare services.

- Garfield County Public Health
- Chaffee County Public Health
- San Juan Basin Public Health
- Northeast Colorado Health

These health departments must be able to fulfill the scope of work outlined in the annual CDPHE oral health contract and employ a Licensed Dental Hygienist with experience administering public health dental programs in their local community.

There are no other prevention-oriented dental programs or providers presently operating in Garfield County or the surrounding area. Garfield County Public Health and the CDPHE developed the regional oral health program in collaboration with CHS to fulfill state-wide oral health goals.

CHS is uniquely positioned to be able to support dental staff as part of its public health mission and must secure additional outside funding to maintain oral health programming as a core component of its service.

Working with the non-profit and for-profit dental providers in the region, Garfield County Public Health has assessed the availability of providers to fulfill this scope of work and determined that CHS is the only agency that has the required licensed staff, work history, organizational commitment, and ability to generate the additional funds to fulfill the requirements of the contract.



# Budget Worksheet Report

Budget Year 2024

Account Account Description 2024 BOCC final approval

Fund 119 - Public Health

**EXPENSE**

Department 19 - Public Health  
 Sub Department 001 - General Operations  
 Professional & Tech Svcs  
 Other Professional

4330 Professional - Other 220,792.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
BOCC final approval	Health Officer	1.0000	3,000.00	3,000.00
BOCC final approval	Healthy Beveridge Contract	1.0000	48,000.00	48,000.00
BOCC final approval	School Based Dental program	1.0000	55,000.00	55,000.00
BOCC final approval	State Dental Contract (CHS reimbursement)	1.0000	104,792.00	104,792.00
BOCC final approval	TB program expenses	1.0000	10,000.00	10,000.00
BOCC final approval Totals				\$220,792.00

Other Professional Totals \$220,792.00

Professional & Tech Svcs Totals \$220,792.00

Sub Department 001 - General Operations Totals \$220,792.00

Department 19 - Public Health Totals \$220,792.00

**EXPENSE TOTALS** \$220,792.00

Fund 119 - Public Health Totals  
**EXPENSE TOTALS** \$220,792.00

Fund 119 - Public Health Totals (\$220,792.00)

Net Grand Totals

**REVENUE GRAND TOTALS** \$0.00

**EXPENSE GRAND TOTALS** \$220,792.00

Net Grand Totals (\$220,792.00)

This is funded in part by State funds. There is sufficient budget through December 31, 2024. Upon the final approval of the 2025 budget, the remaining funds will appropriated next year.



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

COMMUNITY HEALTH SERVICES, INC.

is a

Nonprofit Corporation

formed or registered on 03/31/1971 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871228053 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/14/2024 that have been posted, and by documents delivered to this office electronically through 10/16/2024 @ 12:56:21 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/16/2024 @ 12:56:21 in accordance with applicable law. This certificate is assigned Confirmation Number 16478226 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



## AGENDA SHEET

**BOARD MEETING DATE:** October 21, 2024  
**AGENDA CATEGORY:** Consent Agenda  
**DATE OF AGENDA SHEET:** October 16, 2024  
**PREPARED BY:** Kiefer Brocker  
**PRESENTED BY:** Procurement Department

### SUBJECT:

Recommendation and approval to award a contract H. Barber & Sons, Inc. for the purchase of a Barber 600HD Turf Rake.

### SUMMARY OF SOLICITATION:

In accordance with Article 5.2 of the Garfield County Procurement Code (“GCPC”), an Invitation for Bid (“IFB”) was posted to the Rocky Mountain E-Purchasing System on September 30, 2024 and advertised in the Post Independent and The Citizen Telegram. This IFB is titled “Barber 600HD Turf Rake or Beach-Tech Model 1500 Beach Screener” and is solicitation number IFB-GC-FG-02-24. The bid opening was held on October 15, 2024 at 3:00 P.M. At the time of the bid opening two companies had submitted bid. All bids were subsequently reviewed for compliance with the terms and conditions of the IFB and H. Barber & Sons, Inc. was found to be the lowest responsive and responsible bidder.

### NECESSARY BOARD ACTION:

Discuss and either approve or disapprove the award of a contract to **H. Barber & Sons, Inc.** in an amount not to exceed **\$58,870.00** for the purchase of a Barber 600HD Turf Rake and authorize signature of the contract if awarded.

### STAFF RECOMMENDATION:

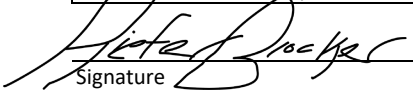
It is the recommendation of staff that the Board award a contract to **H. Barber & Sons, Inc.** in an amount not to exceed **\$58,870.00** for the purchase of a Barber 600HD Turf Rake for the Fairgrounds.

**ABSTRACT OF BIDDERS**

<b>Issuing Office</b>	Garfield County Procurement Department
<b>Project Title</b>	Barber 600HD Turf Rake or BeachTech Model 1500 Beach Screener
<b>Solicitation Number</b>	IFB-GC-FG-02-24
<b>Date Issued</b>	9/30/2024
<b>Date Opened</b>	10/15/2024
<b>Addendums Issued</b>	1

<b>Preparer</b>	Kiefer Brocker
<b>Title</b>	Procurement Specialist

"I certify that I have opened, read, and recorded on this abstract all offers received in response to this solicitation."

  
Signature

10/16/24  
Date

				Vendor 1		Vendor 2		Vendor 3		Vendor 4	
				<b>H Barber &amp; Sons, Inc</b>		<b>Kassbohrer All Terrain Vehicles</b>		*		*	
<b>Local vendor:</b>				N		N					
<b>Addendums acknowledged:</b>				1		1					
Item	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Barber 600HD or BeachTech Model 1500	1	EA	\$58,870.00	\$58,870.00	\$66,750.00	\$66,750.00				
<b>Total Bid w/o local vendor preference</b>				\$58,870.00		\$66,750.00					
<b>Total Bid with local vendor preference applied</b>				\$58,870.00		\$66,750.00					
<b>Bid preference amount</b>				\$0.00		\$0.00					
<b>Make</b>				H Barber & Sons, Inc		Beach Tech					
<b>Model</b>				600HD		BT1500					
<b>Year</b>				2024		2024					
<b>Delivery</b>				11/7/2024		10/28/2024					
<b>Notes</b>											



# Expense Budget Worksheet Report

Budget Year 2024

G/L Account	Account Description	2024 BOCC final approval			
Fund <b>150 - Capital Expenditures</b>					
Department <b>35 - Fairgrounds</b>					
Sub Department <b>055 - Fairgrounds</b>					
Property/Capital Assets					
Machinery and equipment					
150.35.055.4740	Machinery and equipment	70,000.00			
Budget Transactions					
<i>Level</i>	<i>Transaction</i>		<i>Number of Units</i>	<i>Cost Per Unit</i>	<i>Total Amount</i>
BOCC final approval	Beach Cleaner Attachment for Arena Footing		1.0000	70,000.00	70,000.00
			BOCC final approval Totals		<u>70,000.00</u>
	<i>Machinery and equipment Totals</i>	<u>\$70,000.00</u>			
	<i>Property/Capital Assets Totals</i>	<u>\$70,000.00</u>			
Sub Department <b>055 - Fairgrounds</b>	Totals	<u>\$70,000.00</u>			
Department <b>35 - Fairgrounds</b>	Totals	<u>\$70,000.00</u>			
Fund <b>150 - Capital Expenditures</b>	Totals	<u>\$70,000.00</u>			
	Net Grand Totals	<u>\$70,000.00</u>			



## AGENDA SHEET

**BOARD MEETING DATE:** October 21, 2024  
**AGENDA CATEGORY:** Consent Agenda  
**DATE OF AGENDA SHEET:** October 16, 2024  
**PREPARED BY:** Kiefer Brocker  
**PRESENTED BY:** Procurement Department

### SUBJECT:

Recommendation and approval to award a contract Western Slope Materials, LLC to provide ¼" washed sand for the Fairgrounds.

### SUMMARY OF SOLICITATION:

In accordance with Article 5.5 of the Garfield County Procurement Code ("GCPC"), a Request for Quote ("RFQ") was posted to the Rocky Mountain E-Purchasing System on September 30, 2024 and advertised in the Post Independent and The Citizen Telegram. This RFQ is titled "1/4" Washed Sand for Fairgrounds" and is solicitation number RFQ-GC-FG-01-24. The quote opening was held on October 10, 2024 at 3:00 P.M. At the time of the quote opening two companies had submitted quotes. All quotes were subsequently reviewed for compliance with the terms and conditions of the RFQ and Western Slope Materials was found to be the lowest responsive quote, but the quote came in over budget. Upon confirming with Coral, the decision was made to order less ¼" washed sand to stay under budget.

### NECESSARY BOARD ACTION:

Discuss and either approve or disapprove the award of a contract to **Western Slope Materials, LLC** in an amount not to exceed \$25,000.00 for ¼" washed sand and authorize signature of the contract if awarded.

### STAFF RECOMMENDATION:

It is the recommendation of staff that the Board award a contract to **Western Slope Materials, LLC** in an amount not to exceed \$25,000.00 for ¼" washed sand for the Fairgrounds in 2024.

**ABSTRACT OF BIDDERS**

<b>Issuing Office</b>	Garfield County Procurement Department
<b>Project Title</b>	1/4" Washed Sand for Fairgrounds
<b>Solicitation Number</b>	RFQ-GC-FG-01-24
<b>Date Issued</b>	09/30/24
<b>Date Opened</b>	10/10/24
<b>Addendums Issued</b>	1

<b>Preparer</b>	Kiefer Brocker
<b>Title</b>	Procurement Specialist
"I certify that I have opened, read, and recorded on this abstract all offers received in response to this solicitation."	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

				Vendor 1		Vendor 2		Vendor 3		Vendor 4	
				<b>Western Slope Materials LLC</b>		<b>United Companies</b>					
<b>Local vendor:</b>				Y		N					
<b>Addendums acknowledged:</b>				1							
Item	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1/4" Washed Sand (to include delivery fees)	600	TON	\$44.50	\$26,700.00	\$42.25	\$25,350.00				
<b>Total Bid w/o local vendor preference</b>				\$26,700.00		\$25,350.00		\$0.00		\$0.00	
<b>Total Bid with local vendor preference</b>				\$25,365.00		\$25,350.00		\$0.00		\$0.00	
<b>Bid preference amount</b>				\$1,335.00		\$0.00		\$0.00		\$0.00	
<b>Notes</b>						Non-Responsive					



# Expense Budget Worksheet Report

Budget Year 2024

G/L Account	Account Description	2024 BOCC final approval			
Fund <b>150 - Capital Expenditures</b>					
Department <b>35 - Fairgrounds</b>					
Sub Department <b>055 - Fairgrounds</b>					
Property/Capital Assets					
Building improvements					
150.35.055.4735	Building Improvements	65,000.00			
Budget Transactions					
<i>Level</i>	<i>Transaction</i>		<i>Number of Units</i>	<i>Cost Per Unit</i>	<i>Total Amount</i>
BOCC final approval	Arena Sand		1.0000	25,000.00	25,000.00
BOCC final approval	Door Repairs Event & South Hall		1.0000	20,000.00	20,000.00
BOCC final approval	Flooring for Event & South Hall		1.0000	20,000.00	20,000.00
			BOCC final approval Totals		\$65,000.00
<i>Building improvements Totals</i>		\$65,000.00			
<i>Property/Capital Assets Totals</i>		\$65,000.00			
Sub Department <b>055 - Fairgrounds</b>	Totals	\$65,000.00			
Department <b>35 - Fairgrounds</b>	Totals	\$65,000.00			
Fund <b>150 - Capital Expenditures</b>	Totals	\$65,000.00			
Net Grand Totals		\$65,000.00			

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

WESTERN SLOPE MATERIALS, LLC

is a

Limited Liability Company

formed or registered on 03/16/2010 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20101155929 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/09/2024 that have been posted, and by documents delivered to this office electronically through 10/14/2024 @ 08:39:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/14/2024 @ 08:39:40 in accordance with applicable law. This certificate is assigned Confirmation Number 16469706 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



STATE OF COLORADO )  
 )ss  
County of Garfield )

At a regular meeting of the Board of County Commissioners for Garfield County, Colorado, held in the Commissioners' Meeting Room, Garfield County Administration Building, in Glenwood Springs on Monday, the 14<sup>th</sup> day of October 2024, there were present:

<u>John Martin</u>	, Commissioner Chairman
<u>Tom Jankovsky</u>	, Commissioner
<u>Mike Samson</u>	, Commissioner (ABSENT)
<u>Bentley Henderson</u>	, Deputy County Manager
<u>Heather Beattie</u>	, County Attorney
<u>Kelly Cave</u>	, Assistant County Attorney

when the following proceedings, among others were had and done, to-wit:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION GRANTING AN ACCOMMODATION PURSUANT TO THE FAIR HOUSING ACT TO ALLOW AN ACCESSORY DWELLING UNIT ON A 6.288 ACRE LOT LOCATED IN SECTION 20, TOWNSHIP 7, RANGE 95 AND KNOWN AS LOT 10 OF THE MONUMENT RIDGE SUBDIVISION, OWNED KEVIN AND RHONDA COLEMAN.

PARCEL NO. 240720226010

Recitals

A. The Board of County Commissioners of Garfield County, Colorado, (Board) received a request for an Accommodation Pursuant to the Federal Fair Housing Act to allow for a caregiver accessory dwelling unit (ADU) in the Monument Ridge Subdivision (recorded at Reception No. 679333) which had previously restricted ADUs

B. The subject property is known as Lot 10 of the Monument Ridge Subdivision; it is 6.288 acres; it is owned by Kevin and Rhonda Coleman (Applicant); and it is within the Rural Zone District.

C. The Board may grant an Accommodation Pursuant to the Federal Fair Housing Act in accordance with the Land Use and Development Code, as amended, to provide relief from the County's land use regulations and/or procedures to ensure equal access to housing for an individual with a disability.

D. On the 14<sup>th</sup> day of October 2024, the Board of County Commissioners opened a public meeting upon the question of whether a request for an Accommodation Pursuant to the Federal Fair Housing Act to allow a caregiver ADU should be granted, granted with conditions, or denied at which meeting the public and interested persons were given the opportunity to express their opinions regarding the issuance of said extension.

E. The Board of County Commissioners closed the public hearing on the 14<sup>th</sup> day of October 2024 to make a final decision.

F. The Board of County Commissioners, acting on the basis of substantial competent evidence produced at the aforementioned meeting, has made the following determinations of fact.

1. That proper public notice was provided as required for the hearing before the Board of County Commissioners.

2. The hearing before the Board of County Commissioners was extensive and complete, that all pertinent facts, matters, and issues were submitted and that all interested parties were heard at that meeting.

3. That for the above stated and other reasons the Accommodation Pursuant to the Federal Fair Housing Act applied for as the Coleman ADU on Lot 10 of the Monument Ridge Subdivision is in the best interest of the health, safety, convenience, order, prosperity, and welfare of the citizens of Garfield County.

4. That with the adoption of conditions, the application is in general conformance with the 2030 Comprehensive Plan, as amended.

5. That with the adoption of the Conditions of Approval, the application has adequately met the requirements of Section 4-119 of the Garfield County Land Use and Development Code, as amended.

#### Resolution

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

A. The forgoing Recitals are incorporated by this reference as part of this Resolution.

B. The request for Accommodation Pursuant to the Federal Fair Housing Act is hereby approved subject to compliance with the following conditions:

1. All representations made by the Applicant in the application for the Accommodation shall be conditions of approval, unless specifically altered by the Board of County Commissioners.

2. The Applicant shall record a covenant on the property including the conditions contained in the County Approvals.

3. The County Approvals are specifically limited to the Applicant and do not run with the land, except as outlined in Condition #4.

4. At such time as the accommodation allowing for the ADU is no longer required to provide care for the Applicant in accordance with the LUDC and Fair Housing Act, the Applicant or the then property owner shall pursue one of the following options.

a. Pursue and obtain an Amended Final Plat for the Monument Creek Subdivision to remove the restriction on the maximum number of residential units to then allow for ADU’s consistent with the Rural Zone District.

b. Remodel the ADU unit to remove the kitchen and comply with building code and LUDC policies associated with use of the structure as an accessory structure.

5. Use of the ADU shall be subject to compliance with the following:

a. Compliance with the Division of Water Resources Well Permit serving the property and the ADU including any conditions of said well permit.

b. Installation of an engineered OWTS system to serve the ADU.

c. Compliance with all building code requirements for the ADU.

6. Staff recommends a 4-hour pump test be completed to determine if any improvements should be done to protect water service to all dwelling units, specifically during times of high demand.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024

ATTEST: GARFIELD COUNTY BOARD OF COMMISSIONERS, GARFIELD COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board Date Chairman

Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

John Martin , Aye  
Mike Samson , ABSENT  
Tom Jankovsky , Aye

STATE OF COLORADO )  
 )ss  
County of Garfield )

I, \_\_\_\_\_, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and

foregoing Resolution is truly copied from the Records of the Proceeding of the Board of County Commissioners for said Garfield County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Glenwood Springs, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024

County Clerk and ex-officio Clerk of the Board of County Commissioners

STATE OF COLORADO )  
 )ss  
County of Garfield )

At a regular meeting of the Board of County Commissioners for Garfield County, Colorado, held in the Commissioners' Meeting Room, Garfield County Administration Building, in Glenwood Springs on Monday, the 23<sup>rd</sup> day of September, 2024, there were present:

John Martin (absent), Commissioner Chairman  
Mike Samson, Commissioner  
Tom Jankovsky, Commissioner  
Fred Jarman, County Manager  
Heather Beattie, County Attorney  
Kelly Cave, Assistant County Attorney  
Jacklyn K. Harmon (absent), Clerk of the Board

when the following proceedings, among others were had and done, to-wit:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CONCERNED WITH THE APPROVAL OF A SECOND EXTENSION FOR THE FRONING FAMILY SUBDIVISION REQUIREMENT FOR FILING THE FINAL PLAT ON A LAND OWNED BY THE FRONING FAMILY SUBDIVISION LLC, GARFIELD COUNTY

PARCEL NUMBERS 2393-272-00-032 & 2393-272-00-031

Recitals

A. Garfield County is a legal and political subdivision of the State of Colorado for which the Board of County Commissioners (Board) is authorized to act.

B. On the 23<sup>rd</sup> day of September, 2024, the Board of County Commissioners opened a public meeting upon the question of whether a request for a second extension of time to file a Final Plat should be granted, granted with conditions, or denied at which meeting the public and interested persons were given the opportunity to express their opinions regarding the issuance of said extension.

C. The Board of County Commissioners granted approval of the Froning Family Subdivision Final Plat by Resolution No. 2022-28.

D. On August 21, 2023, the Board of County Commissioners granted a first extension of time to file the final plat for the Froning Family Subdivision until August 21, 2024.

E. The current extension request was filed in a timely fashion, included supporting documentation and explanation for the reasons for the extension request, consistent with the requirements of the Land Use and Development Code, as amended.

Resolution

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

- A. The forgoing Recitals are incorporated by this reference as part of this Resolution.
- B. The request for an extension of time to file a Final Plat is consistent with the requirements of the Land Use and Development Code, as amended.
- C. The public meeting before the Board of County Commissioners was extensive and complete; all pertinent facts, matters and issues were submitted; and all interested parties were heard at that meeting.
- D. The requested extension is in the best interest of the health, safety and welfare of the citizens of Garfield County.
- E. A one-year extension to file the Froning Family Subdivision Final Plat until August 23, 2025 is hereby approved.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024

ATTEST:

GARFIELD COUNTY BOARD OF  
COMMISSIONERS, GARFIELD COUNTY,  
COLORADO

\_\_\_\_\_  
Clerk of the Board

Date

\_\_\_\_\_  
Chairman

Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

John Martin	_____	, Absent
Mike Samson	_____	, Aye
Tom Jankovsky	_____	, Aye

STATE OF COLORADO )  
 )ss  
County of Garfield )

I, \_\_\_\_\_, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Resolution is truly copied from the Records of the Proceeding of the Board of County Commissioners for said Garfield County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Glenwood Springs, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2022

County Clerk and ex-officio Clerk of the Board of County Commissioners



**MEMORANDUM OF UNDERSTANDING  
L3 CONDOMINIUMS GARFIELD  
COUNTY EMPLOYEE UNIT PRIORITY**

This Memorandum of Understanding (“**MOU**”) is entered into this 21<sup>st</sup> day of October, 2024 (“**Effective Date**”), by and between HFHRFV L3 SPE, LLC, a Colorado limited liability company (“**L3 SPE**”), and the Board of County Commissioners of Garfield County (“**Garfield County**”), a body corporate and politic pursuant to C.R.S. § 30-11-101(1) (“**Employer**”). L3 SPE and Employer are referred to individually herein as “**Party**” and are referred to collectively herein as “**Parties.**”

WHEREAS, L3 SPE is purchasing or has purchased that certain multifamily residential development commonly known as L3 Apartments located at 253 Wulfsohn Road, Glenwood Springs, Colorado (the “**L3 Project**”), for purposes of conversion to condominiums to be sold to qualified applicants that are full time employees of Roaring Fork Valley employers with combined household gross income at or below 80%, 100%, 120% or 150% Area Median Income (“**AMI**”) (based on the residential unit being purchased) for Garfield County, Colorado (the “**County**”), with preference to employment in the geographic area of Garfield, Pitkin, and Eagle Counties, State of Colorado, and otherwise qualifies as “**Qualified Buyers**” (as such term is defined in the Master Deed Restriction Agreement).

WHEREAS, Employer desires to purchase one or more priority rights for its employees, qualified pursuant to the terms herein and in the Declaration of Master Deed Restriction for the Occupancy and Resale of Units (“**Master Deed Restriction Agreement**”) to be recorded in the real property records of the County, for the purchase of one or more residential units at the L3 Project (individually, an “**L3 Unit**” and collectively, “**L3 Units**”) in accordance hereof.

WHEREAS, the L3 Project will consist of eighty-eight (88) residential units, with thirty-five (35) units initially designated for priority purchase rights available to the Employer and other third-party employers (the “**Priority Pool**”).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Definitions; Recitals. Defined terms used herein that are not otherwise defined herein shall have the meaning ascribed to such term(s) in the Master Deed Restriction Agreement (as further described below). The above recitals are hereby incorporated herein in their entirety.
2. Purchase of Priority Purchase Right(s).
  - a. Employer hereby purchases ONE (1) Priority Purchase Right (as hereinafter defined)

in the L3 Project for its employees, qualified pursuant to the terms and conditions of this MOU and the Master Deed Restriction Agreement, to purchase and occupy L3 Units, subject to the provisions of this MOU. Promptly after the recording of (i) the condominium map for the L3 Project for its conversion to condominiums and (ii) the Master Deed Restriction Agreement, the Parties shall execute and record a Memorandum of Priority Purchase Rights providing notice to third-parties, in a form substantially consistent with the form attached hereto as Exhibit B, in the real property records of the County.

- b. For *each* Priority Purchase Right purchased by Employer pursuant to this MOU, Employer shall remit \$150,000 to either L3 SPE or Land Title Guarantee Company in accordance with Section 3 below. As used herein, the term “**Employee Homebuyer**” (collectively, “**Employee Homebuyers**”) shall mean a household in which at least one member is a full-time employee of Employer with a combined household gross income at or below 80%, 100%, 120% or 150% AMI (based on the specific L3 Unit being purchased) for Garfield County, with preference to employment in the geographic area Garfield, Pitkin, and Eagle Counties, State of Colorado, and otherwise qualifies as a Qualified Buyer.
3. Payment Terms. Concurrent with the mutual execution and delivery of this MOU by the Parties, but in no event more than three (3) business days thereafter, Employer shall remit a lump sum amount equaling \$150,000 (“**Purchase Right Payment**”) as follows: (i) directly to the closing title company, Old Republic National Title Ins. Co., Attn: M. Taylor Knudsen and Sandra Paige, Phone (713) 482-2805 (“**Closing/Escrow Agent**”), to be held in escrow pursuant to that certain Escrow Agreement by and between L3 SPE and Escrow Agent, or (ii) if after L3 SPE’s acquisition of the L3 Project, Employer shall remit such amount directly to L3 SPE in accordance with written instructions provided by L3 SPE’s Manager, Habitat for Humanity of the Roaring Fork Valley, Inc. If L3 SPE does not complete the purchase of the L3 Project, L3 SPE shall thereafter instruct LTGC to promptly return the Purchase Right Payment to Employer.
4. Existing Tenancies for L3 Project. The Parties hereby acknowledge that there are existing residential tenancies at the L3 Project as of the date hereof (each, individually, a “**Existing Tenancy**”), the terms of which may extend as much as 12 months following the date L3 SPE acquires the L3 Project (the “**Closing Date**”). L3 SPE agrees that it shall not enter into any agreement (including any amendment to an existing lease) that would extend an Existing Tenancy to a date later than the first anniversary of the Closing Date that adversely affects the ability of Employer to make full and timely use of its Priority Purchase Rights.
5. Condominiumization Process. Employer acknowledges that L3 SPE intends to diligently pursue a land-use application with the City of Glenwood Springs to condominiumize all units within the L3 Project promptly after the Closing Date.

6. Review and Selection. During L3 SPE's selection process for Qualified Buyers, L3 SPE's *Homebuyer Selection Committee* and staff will evaluate each applicant's qualification against the selection criteria of housing need, ability to pay, willingness to partner, and residency. By purchase of the Priority Purchase Rights pursuant to the terms hereof and subject to L3 SPE's Priority Purchase Right Policies & Procedures to be provided in writing to Employer (as updated from time to time, "**Priority Policies & Procedures**"), L3 SPE agrees to grant priority to applicants who meet the qualification criteria and income requirements for L3 Units outlined above for ONE (1) L3 Unit, which specific L3 Units shall be designated in writing to Employer and maintained in the internal records of the L3 Project's homeowners association or by the manager for L3 SPE, said ledger will not otherwise be reflected in any document recorded in the real property records of the County. Nothing herein shall prevent a Qualified Buyer, who is employed by the Employer, from being eligible to apply for and purchase a non-designated priority unit if Employer has allocated all, ONE (1), of its Priority Purchase Rights to ONE (1) Employee Homebuyer.

a. Priority Policies & Procedures. L3 SPE shall include the following terms and conditions, or substantively similar terms, in the initial draft and all future updates unless otherwise agreed to by the Parties:

- i. L3 SPE will sell a set number of units to each AMI threshold (similar to the thresholds used in the attached Exhibit A). There will be no difference in the sale price between the 80%, 100%, or 120% AMI units, however, a higher price applies for 150% AMI and RO units. For example, a unit that is initially sold to an 80% AMI buyer could subsequently be sold to a 120% AMI buyer so long as the AMI percentage threshold is preserved.
- ii. If an Employee Homebuyer purchases an L3 Unit and ceases to be employed by the Employer, upon written request by the Employer to L3 SPE's *Homebuyer Selection Committee*, the *Homebuyer Selection Committee* shall shift the Employer's Priority Right associated with that unit to another non-priority designated unit or to the Priority Pool.
- iii. Nothing herein shall prevent a Qualified Buyer, who is employed by the Employer, from being eligible to apply for and purchase a non-designated priority unit if Employer has allocated all, ONE (1), of its Priority Purchase Rights to ONE (1) Employee Homebuyer.
- iv. The Priority Pool is a working list used to prioritize Priority Purchase Rights in the event there are no non-priority designated units available at any given time or in the event an employer elects to pass on a unit designated to that employer. For example, in the event an employee homebuyer wants to sell their unit, but the employer does not have a replacement Qualified Buyer, the

employer's Priority Purchase Right associated with that unit would be added to the Priority Pool list and applied to a different unit; the application would be subject to availability of L3 Units at that time and subject to any other employer(s) already on the list waiting for a redesignation of a Priority Purchase Right.

7. Declaration and Master Deed Restriction Agreement. L3 SPE shall prepare and record the Master Deed Restriction Agreement in a form substantially similar to the declaration for the Wapiti Commons recorded at Reception No. [993043] in the Clerk and Records County public records. See Attached Exhibit C. All terms and conditions of the Master Deed Restriction Agreement and any declaration of covenants recorded against the L3 Project (as amended from time to time) shall apply to and remain in force for any and all L3 Units, including any L3 Units owned by an Employee Homebuyer.
8. Resale of L3 Units and Transfers of Priority Purchase Rights. L3 SPE shall manage the process for the sale of any L3 Unit owned by an Employee Homeowner, or new resale of another home to be allocated to Employer for purchase by an Employee Homebuyer through the qualification and selection process provided for herein and as provided in the Priority Policies & Procedures.
9. Default of L3 Project Documentation; Cessation of Employment.
  - a. Employer hereby acknowledges that if at any time a Employee Homebuyer is in default of the terms and conditions of this MOU, the Master Deed Restriction Agreement, and/or any recorded declaration or other document applicable to the L3 Project, L3 SPE may exercise its rights under the Master Deed Restriction Agreement's "Right of First Refusal" and purchase such L3 Unit. L3 SPE shall follow the Priority Policies & Procedures to select another qualified purchaser, shall notify Employer, and give priority to Employer's applicants if Employer has a Priority Purchase Right applicable to such available L3 Unit.
  - b. If any Employee Homeowner ceases to be employed by Employer for any reason, and therefore that L3 Unit owner is no longer an Employee Homeowner (as defined herein), Employer shall notify L3 SPE as soon as possible. Such L3 Unit owner may continue to occupy the L3 Unit as long as such homeowner complies with the Master Deed Restriction Agreement and all documents of record. Subject to the Priority Policies & Procedures, L3 SPE shall transfer Employer's Priority Purchase Right for such L3 Unit either (a) to another non-priority designated unit or (b) to the next L3 Unit to be offered for sale in the Priority Pool, which unit is not otherwise subject to an existing and superior Priority Purchase Right owned by a third party, including, without limitation, any existing and superior Priority Pool rights.
10. Transfer of Priority Purchase Right. Employer may not assign, transfer, sell, or otherwise

convey (“**Transfer**”) any Priority Purchase Right to any third party, including any other qualifying Roaring Fork Valley employer, without L3 SPE’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed, and, notwithstanding any language herein to the contrary, Employer may not Transfer a Priority Purchase Right for any amount other than the Purchase Right Payment of \$150,000 per L3 Unit Priority Purchase Right.

11. Conflict. In the event of any conflict between the provisions of this MOU and the Master Deed Restriction Agreement, the Master Deed Restriction Agreement shall control.
12. Notices. All notices, instructions and other communications given hereunder or in connection herewith shall be in writing. Any such notice, instruction or communication shall be sent either (i) by registered or certified mail, return receipt requested, postage prepaid, (ii) by electronic mail with confirmation, or (iii) via a reputable nationwide overnight courier service, in each case to the address set forth below. Any such notice, instruction or communication shall be deemed to have been delivered three (3) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent via a reputable nationwide overnight courier service.

If to L3 SPE: HFHRFV L3 SPE, LLC  
c/o Habitat for Humanity of the Roaring Fork Valley, Inc.  
53 Calaway Court  
Glenwood Springs, CO 81601  
Attn: Gail Schwartz, President  
Phone: (970) 309-1411  
E-mail: gails@habitatroaringfork.org

With a copy to: Fennemore Craig, PC  
3615 Delgany Street, Suite 1100  
Denver, CO 80216  
Attn: Arthur Griffin  
Phone: (303) 813-3824  
E-mail: agriffin@fennemorelaw.com

If to Employer: Board of County Commissioners of Garfield County  
Attn: County Manager  
108 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
Phone: 970-945-1377

Any Party may give any notice, instruction or communication in connection with this MOU using any other means (including personal delivery or ordinary mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the Party to whom it was sent. Any Party may change the address to which notices, instructions or communications are to be delivered by giving the other Parties to this MOU notice thereof in the manner set forth in this Section.

13. This MOU will remain in effect unless terminated by the mutual written Agreement of the Parties and may be terminated only by mutual written agreement by the Parties.

The parties hereby execute this Memorandum of Understanding on the date written above.

**L3 SPE:**

HFHRFV L3 SPE, LLC,  
a Colorado limited liability company

By: Habitat for Humanity of the Roaring Fork Valley, Inc.,  
a Colorado nonprofit limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: Gail Schwartz  
Title: President

**EMPLOYER:**

Board of County Commissioners of Garfield County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

Sample Purchase Prices by % AMI

80 % units					
	<u>SqFt Per Unit</u>	<u>\$ Per SqFt</u>	<u>Sale \$ Per Unit</u>	<u># of Units</u>	<u>Total Sale \$</u>
Studio - E2	454	\$704.85	\$320,000.00	8	\$2,560,000.00
Jr. One Bedroom - E	535	\$672.90	\$360,000.00	8	\$2,880,000.00
One Bed, One Bath	722	\$537.40	\$388,000.00	0	\$0.00
				16	\$5,440,000.00
100% units					
	<u>SqFt Per Unit</u>	<u>\$ Per SqFt</u>	<u>Sale \$ Per Unit</u>	<u># of Units</u>	<u>Total Sale \$</u>
Studio - E2	454	\$704.85	\$320,000.00	8	\$2,560,000.00
Jr. One Bedroom - E	535	\$672.90	\$360,000.00	8	\$2,880,000.00
One Bed, One Bath	722	\$537.40	\$388,000.00	0	\$0.00
				16	\$5,440,000.00
120% units					
	<u>SqFt Per Unit</u>	<u>\$ Per SqFt</u>	<u>Sale \$ Per Unit</u>	<u># of Units</u>	<u>Total Sale \$</u>
Studio - E2	454	\$704.85	\$320,000.00	0	\$0.00
Jr. One Bedroom - E	535	\$672.90	\$360,000.00	8	\$2,880,000.00
One Bed, One Bath	722	\$537.40	\$388,000.00	8	\$3,104,000.00
				16	\$5,984,000.00
150% units					
	<u>SqFt Per Unit</u>	<u>\$ Per SqFt</u>	<u>Sale \$ Per Unit</u>	<u># of Units</u>	<u>Total Sale \$</u>
One Bed, One Bath	722	\$632.70	\$456,808.87	28	\$12,790,648.46
				28	\$12,790,648.46
RO units					
	<u>SqFt Per Unit</u>	<u>\$ Per SqFt</u>	<u>Sale \$ Per Unit</u>	<u># of Units</u>	<u>Total Sale \$</u>
One Bed, One Bath	722	\$692.52	\$500,000.00	12	\$6,000,000.00
				12	\$6,000,000.00
Total Units				88	
Below 120% AMI				48	
Between 120% & 150% AMI				76	
RO Units				12	



**EXHIBIT B**

**FORM OF MEMORANDUM OF PRIORITY PURCHASE RIGHT**

**MEMORANDUM OF PRIORITY PURCHASE RIGHT**

THIS MEMORANDUM OF PRIORITY PURCHASE RIGHT ("**Memorandum**") is entered into on \_\_\_\_\_, 20\_\_ by and between HRHRFV L3 SPE, LLC, a Colorado limited liability company ("**Grantor**"), and ROARING FORK SCHOOL DISTRICT RE-1 ("**Grantee**"). Hereinafter, Grantor and Grantee may be referred to individually as a "**Party**," or jointly as the "**Parties**."

**RECITALS**

A. Grantor purchased that certain multifamily residential development commonly known as L3 Apartments located at 253 Wulfsohn Road, Glenwood Springs, Colorado, as more particularly described in Exhibit "A" attached hereto (the "**Property**"), for purposes of conversion to condominiums to be sold to qualified applicants that are full time employees of Roaring Fork Valley employers with combined household gross income at or below 80%, 100%, 120% or 150% Area Median Income (AMI) (based on the residential unit being purchased) for Garfield County, Colorado (the "**County**"), with preference to employment in the geographic area of Garfield, Pitkin, and Eagle Counties, State of Colorado (collectively, the "**Preferred Geographic Area**"), and otherwise qualifies as Qualified Buyers (as such term is defined in that certain Declaration of Master Deed Restriction for the Occupancy and Resale of Units ("**Master Deed Restriction Agreement**"), recorded against the Property in the real property records of the County.

B. In conjunction with Grantor's conversion of the Property to condominiums, Grantor created a program pursuant to which employers in the Preferred Geographic Area could purchase one or more priority rights for its Qualified Buyers to purchase residential units at the Property (such rights individually and collectively referred to herein as, "**Priority Purchase Rights**"), as such term is defined in the MOU (defined hereinafter)).

C. Grantor and Grantee are parties to that certain Memorandum of Understanding dated \_\_\_\_\_, 20\_\_ ("**MOU**"), pursuant to which Grantee purchased one or more Priority Purchase Rights for its employees, qualified as Qualified Buyers pursuant to the terms thereof and in the Master Deed Restriction Agreement, to purchase of one or more residential units at the Property (each a "**Unit**" and collectively, the "**Units**").

C. The Parties desire to enter into and record this Memorandum in the real property records of the County to put third-parties on notice of Grantee's Priority Purchase Rights purchased pursuant to the MOU.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants contained herein, the Parties hereto agree as follows:

1. Grantee's Priority Purchase Rights. Pursuant to the MOU, Grantee purchased [WRITTEN NUMBER (#)] Priority Purchase Rights for its employees, qualified as Qualified Buyers, to purchase and occupy Units of the Property, subject to the provisions of such agreements.

2. Designation and Record of Priority Purchase Rights. This Memorandum shall be recorded against the Property but not against any specific Unit or Units. The specific application of Grantee's Priority Purchase Rights and all other Priority Purchase Rights purchased by other employers as it relates to any specific Units shall be maintained in the internal records of the Property's homeowners association or by Grantor's managing entity.

3. Recitals; Defined Terms. The above recitals are incorporated herein in their entirety. Unless otherwise defined herein, capitalized terms have the same meanings attributed to them in the MOU.

3. Memorandum. This Memorandum is intended solely for notice and recording purposes only and does not modify, amend, supersede, diminish, supplement or change the terms of the MOU, the Master Deed Restriction Agreement, or any other agreement by and between Grantor and Grantee.

4. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

*[Signatures Follow on Next Two Pages]*

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date(s) set forth below.

**“GRANTOR”**

HFHRFV L3 SPE, LLC,  
a Colorado limited liability company

By: Habitat for Humanity of the Roaring  
Fork Valley, Inc.,  
a Colorado nonprofit limited liability  
company,  
its Manager

By: \_\_\_\_\_  
Name: Gail Schwartz  
Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Colorado that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Seal)

**“GRANTEE”**

ROARING FORK SCHOOL DISTRICT RE-1

By: \_\_\_\_\_

Name: Ben Bohmfalk

Title: Board President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Colorado that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

*[to be added prior to executing and recording]*



**EXECUTION VERSION**

***DECLARATION OF MASTER DEED RESTRICTION  
FOR THE OCCUPANCY AND RESALE OF UNITS  
IN WAPITI COMMONS***

**THIS DECLARATION OF MASTER DEED RESTRICTION FOR THE OCCUPANCY AND RESALE OF UNITS IN WAPITI COMMONS** (the "Deed Restriction" or "Deed Restrictions") is made, established and created this 24 day of January, 2024 by Habitat for Humanity of the Roaring Fork Valley, Inc. (hereinafter referred to as "HFH-RFV"), a Colorado not-for-profit corporation, 53 Calaway Court, Glenwood Springs, CO 81601 as the owner and developer of the Wapiti Commons Housing Project in Rifle, CO.

**RECITALS**

A. HFH-RFV is the current owner of the real property described on Exhibit "A" which is referred to herein as the "Property". HFH-RFV desires and intends by this Declaration to establish Deed Restrictions which will insure that the Property is utilized permanently in accordance with the basic principles of HFH-RFV and the needs of the community;

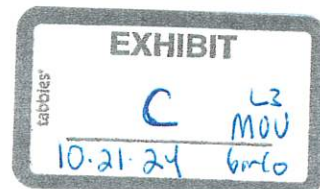
B. HFH-RFV intends to restrict the acquisition or transfer of the Townhome and Condominium Units constructed on the Property to "Qualified Buyers" as that term is defined in this Deed Restriction. Such Townhome Units are described on the Amended Final Plat of Wapiti Commons recorded on December 12, 2023, as Reception number 992038 in the Garfield County records and in the Declaration for Wapiti Commons recorded on January 24, 2024, as Reception number 993039 in the Garfield County records. The Condominium Units to be constructed on Lots 6 and 7 of Wapiti Commons will be described on a Condominium Map and Supplement to this Declaration to be recorded following substantial completion of those Condominium Units. The Townhome and Condominium Units are collectively referred to as the "Units" and individually a "Unit". In addition, this Deed Restriction shall constitute a resale agreement setting forth the maximum resale price for which a Unit may be sold ("Maximum Resale Price") and the terms and provisions controlling the resale of a Unit. Finally, by this Deed Restriction, HFH-RFV restricts the Property and the Units against use and occupancy inconsistent with this Deed Restriction.

C. "Qualified Buyers" are natural persons meeting the Family Selection criteria of HFH-RFV as the same are adopted from time to time, and who must represent and agree pursuant to this Deed Restriction to occupy the Units as their sole place of residence, not to engage in any business activity in the Units, other than that permitted in that zone district or by applicable ordinance, and not to sell or otherwise transfer the Units for use in a trade or business.

D. An "Owner" is a person or persons who is/are a Qualified Buyer who acquires an ownership interest in a Unit in compliance with the terms and provisions of this Deed Restriction and who executes and records a Memorandum of Acceptance in the form attached here as Exhibit "C", it being understood that such person or persons shall be deemed an "Owner" hereunder only during the period of his, her or their ownership interest in a Unit and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

**DECLARATION**

HFH-RFV hereby declares that the Property and all Units constructed thereon shall at all times be owned, held, used and conveyed subject to the following terms, provisions, conditions and restrictions:



1. The ownership, use and occupancy of the Property and the Units shall henceforth be limited exclusively to housing for natural persons who meet the definition of Qualified Buyers and their families at the time of their initial selection and purchase.
2. An Owner, in connection with the purchase of a Unit, must: a) occupy such Unit as his or her sole place of residence during the time that such unit is owned; b) not engage in any business activity on or in such Unit, other than permitted in that zone district, applicable ordinance or any covenants restricting use of the Unit; c) sell or otherwise transfer such Unit only in accordance with this Deed Restriction; d) not sell or otherwise transfer such Unit for use in a trade or business; e) not permit any use or occupancy of a Unit except in compliance with this Deed Restriction.
3. It shall be a breach of this Deed Restriction for Owner to default in payments or other obligations due or to be performed under a promissory note secured by a first deed of trust encumbering a Unit.
4. This Deed Restriction shall constitute a covenant running with all Units, as a burden thereon, for the benefit of, and shall be specifically enforceable by the HFH-RFV or, in the event that HFH-RFV ceases to exist or function, by Habitat for Humanity International and their respective successors and assigns, as applicable, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction of non-complying owners and/or occupants.
5. In the event that an Owner desires to sell its Unit, the Owner shall notify HFH-RFV, which shall then proceed to find a Qualified Buyer for a Unit in conformity with its then existing Family Selection process and criteria or at its sole discretion, HFH-RFV may purchase the Unit itself for the Maximum Resale Price. The Qualified Buyer selected shall execute and close upon a standard Real Estate Purchase Contract with Owner, where the purchase price shall be determined in accordance with the provisions of this Deed Restriction.

#### **MAXIMUM RESALE PRICE**

6. In no event shall any Unit be sold for an amount ("Maximum Resale Price") more than the lesser of:
  - a. the initial sales price, plus an increase of three percent (3%) of such price per year to the date of the Owner's notice of intent to sell, or the date upon which a requirement for the Owner to sell is first applicable (prorated at the rate of .25% for each whole month for any part of a year).
  - b. the amount based upon the Consumer Price Index, All Items, U.S. City Average, Urban Wage Earners and Clerical Workers (Revised), published by the U.S. Department of Labor, Bureau of Labor Statistics calculated as follows: the Owner's purchase price divided by the Consumer Price Index published at the time of Owner's purchase stated on the Settlement Statement or Closing Disclosure, multiplied by the Consumer Price Index current at the date of Owner's intent to sell, or the date upon which a requirement for the Owner to sell is first applicable. In no event shall the multiplier be less than one (1).

**NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY HFH-RFV THAT ON RESALE THE OWNER SHALL OBTAIN THE MAXIMUM RESALE PRICE.**

7. Determining Maximum Resale Price:
  - a. For the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may add to the amount specified in Paragraph 6 above, the cost of Permitted Capital Improvements (as defined in Exhibit "B") in a total amount not to exceed \$20,000.00; \$5,000 in allowable capital improvements for every 5 years that the Unit is owned with a maximum capital improvement amount of \$20,000. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit "B" hereto shall qualify for inclusion. All such Permitted Capital Improvements installed or constructed over the life of the unit shall qualify. However, the allowance permitted by this subsection is a fixed amount, which shall be calculated on a cumulative



basis applicable to the Owner and all subsequent purchasers, and shall not exceed the maximum dollar amount set forth in this subsection 7a.

- b. Permitted Capital Improvements shall not include any changes or additions to a Unit made by the Owner during construction or thereafter, except in accordance with Paragraph 7a above. Permitted Capital Improvements shall not be included in HFH-RFV's listed purchase price, even if made or installed during original construction.
- c. In order to qualify as Permitted Capital Improvements, the Owner must furnish to HFH-RFV the following information with respect to the improvements which the Owner seeks to include in the calculation of Maximum Resale Price:
  - 1) Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;
  - 2) Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase; and
  - 3) True and correct copies of any building permit or certificate of occupancy required to be issued by the City of Rifle Building Department with respect to the Permitted Capital Improvements.
- d. For the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may also add to the amounts specified in Paragraphs 6 and 7a, the cost of any permanent improvements constructed or installed as a result of any requirement imposed by any governmental agency, provided that written certification is provided to HFH-RFV of both the applicable requirement and the information required by Paragraph 7c, 1) - 3).
- e. In calculating the costs under Paragraphs 7a and 7d, sweat equity shall be added under the following conditions:
  - 1) Information regarding the actual physical labor by the owner based on 80% of the average amount of TWO bids for the work approved by HFH-RFV.
  - 2) That the work was done under supervision of a qualified certified tradesperson for the work that was done by the Owner.
8. Owner shall not permit any prospective buyer to assume any or all of the Owner's customary closing costs nor accept any other consideration which would cause an increase in the purchase price above the bid price so as to induce the Owner to sell to such prospective buyer.
9. In the event that title to a Unit vests by descent in individuals and/or entities who are not Qualified Buyers as that term is defined herein (hereinafter "Non-Qualified Transferee(s)"), the Unit shall immediately be listed for sale as provided in Paragraph 5 above, and the highest bid by a Qualified Buyer, for not less than ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, whichever is less, shall be accepted. If all bids are below ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, the Unit shall continue to be listed for sale until a bid in accordance with this section is made, which bid must be accepted. The cost of the appraisal shall be paid by the Non-Qualified Transferee(s). The following shall apply to all Non-Qualified Transferees:
  - a. Non-Qualified Transferee(s) shall join in any sale, conveyance or transfer of a Unit to a Qualified Buyer and shall execute any and all documents necessary to do so; and
  - b. Non-Qualified Transferee(s) agree not to: 1) occupy a Unit; 2) rent all or any part of a Unit, except in strict compliance with Paragraph 12 thereto; 3) engage in any other business activity on or in a

Unit; 4) sell or otherwise transfer a Unit except in accordance with this Deed Restriction; or 5) sell or otherwise transfer a Unit for use in a trade or business.

- c. HFH-RFV or its successors, as applicable, shall have the right and option to purchase a Unit, exercisable within a period of fifteen (15) calendar days after receipt of any sales offer submitted by a Non-Qualified Transferee(s), and in the event of exercising their right and option, shall purchase the Unit from the Non-Qualified Transferee(s) for a price of ninety-five percent (95%) of the Maximum Resale Price, or the appraised market value, whichever is less. The offer to purchase shall be made by the Non-Qualified Transferee within fifteen (15) days of acquisition of the Unit.
- d. Where the provisions of this Paragraph 9 apply, HFH-RFV may require a Non-Qualified Transferee to rent a Unit in accordance with the provisions of Paragraph 15, below.

#### **OWNER RESIDENCE AND EMPLOYMENT**

10. Units shall be utilized only as the sole and exclusive place of residence of an Owner and his/her family at the time of initial selection of Owner pursuant to the Family Selection process. Only two adults shall occupy the residence. Exceptions will be granted by HFH-RFV for adult children and parents of the Owners. Income from all adults living in the Unit is required to be included for qualification purposes during the selection process and provided to the Owner's outside lender (including USDA) after purchase based on reporting requirements.
11. In the event Owner changes domicile or ceases to utilize its Unit as his sole and exclusive place of residence, the Unit will be offered for sale pursuant to the provisions of Paragraph 5 of this Deed Restriction. Owner shall be deemed to have changed Owner's domicile by becoming a resident elsewhere or accepting permanent employment outside Garfield County, or by not residing in the Unit. Where the provisions of this Paragraph 11 apply, HFH-RFV may require the Owner to rent its Unit in accordance with the provisions of Paragraph 12, below.

#### **RENTAL**

12. Owner may not, except with prior written approval of HFH-RFV, and subject to HFH-RFV's conditions of approval, rent its Unit for any period of time. Prior to occupancy, any tenant must be approved by the Homeowner's Association, if applicable, and HFH-RFV in accordance with its Family Selection Criteria. HFH-RFV shall not approve any rental if such rental is for a period of less than six (6) months or is being made by Owner to utilize its Unit as an income producing asset, except as provided below, and shall not approve a lease with a rental term in excess of twelve (12) months. A signed copy of the lease must be provided to HFH-RFV prior to occupancy by any tenant. Any such lease approved by HFH-RFV shall show the length of the lease and the monthly rent. The monthly rent cannot exceed the Owner's costs, which include the monthly expenses for the cost of principal and interest payments, taxes, property insurance, condominium or homeowners assessments, utilities remaining in Owner's name, plus an additional twenty dollars (\$20) and a reasonable (refundable) security deposit.

The requirements of this paragraph shall not preclude the Owner from sharing occupancy of a Unit with non-owners on a rental basis provided the Owner continues to meet the obligations contained in this Deed Restriction, including Paragraph 10.

13. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE HFH-RFV TO PROTECT OR INDEMNIFY THE OWNER AGAINST ANY LOSSES ATTRIBUTABLE TO THE RENTAL OF A UNIT, INCLUDING (NOT BY WAY OF LIMITATION) NON-PAYMENT OF RENT OR DAMAGE TO THE PREMISES; NOR TO REQUIRE HFH-RFV TO OBTAIN A QUALIFIED TENANT FOR THE OWNER IN THE EVENT THAT NONE IS FOUND BY THE OWNER.

### BREACH

14. In the event that HFH-RFV has reasonable cause to believe the Owner is violating the provisions of this Deed Restriction, HFH-RFV, by its authorized representative, may inspect the Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with no less than 24 hours' written notice.
15. HFH-RFV, in the event a violation of this Deed Restriction is discovered, shall send a notice of violation to the Owner detailing the nature of the violation and allowing the Owner fifteen (15) days to cure. Said notice shall state that the Owner may request a hearing before HFH-RFV Board of Directors within fifteen (15) days to determine the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Owner shall be considered in violation of this Deed Restriction. If a hearing is held before HFH-RFV, the decision of HFH-RFV based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

### REMEDIES

16. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of this Deed Restriction or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of this Deed Restriction, the prevailing party shall be entitled to recover damages and costs, including reasonable attorneys' fees.
17. In the event a Unit is sold and/or conveyed without compliance herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of a Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants herein contained, even without reference therein to this Deed Restriction.
18. In the event that the Owner fails to cure any breach, HFH-RFV may resort to any and all available legal action, including, but not limited to, specific performance of this Deed Restriction or a mandatory injunction requiring sale of a Unit by Owner as specified in Paragraphs 3, 9 and 11. The costs of such sale shall be taxed against the proceeds of the sale with the balance being paid to the Owner.
19. In the event of a breach of any of the terms or conditions contained herein by the Owner, his heirs, successors or assigns, HFH-RFV's initial listed purchase price of a Unit as set forth in Paragraph 6a of this Deed Restriction shall, upon the date of such breach as determined by HFH-RFV, automatically cease to increase as set out in Paragraph 6 of this Deed Restriction, and shall remain fixed until the date of cure of said breach.

### FORECLOSURE

20. If any Unit is sold at a foreclosure sale or otherwise acquired by any person or entity in lieu of foreclosure, HFH-RFV shall have the option to acquire such Unit within thirty (30) days after (i) the issuance of a public trustee's deed to the purchaser, or (ii) receipt by HFH-RFV of written notice from such person or entity of the acquisition of such Unit in lieu of foreclosure, as applicable, for an option price not to exceed (a) in the event of a foreclosure, the redemption price on the last day of all statutory redemption periods and any additional reasonable costs incurred by the holder during the option period which are directly related to the foreclosure or (b) in the event of a transfer in lieu of foreclosure, the amount paid, or the amount of debt forgiven, by the transferee plus the reasonable costs incurred by the transferee with respect to its acquisition of such Unit. Notwithstanding any provision herein to the contrary, except for persons or entities having a valid lien on a Unit, only Qualified Buyers may acquire an interest in a Unit at a foreclosure sale or in lieu of foreclosure. If any person or entity having a lien on a Unit is not a Qualified Buyer and acquires an interest in such Unit in a foreclosure sale or in lieu of foreclosure, the provisions of Paragraph 17 shall apply. It is the intent of HFH-RFV that the terms and provisions of this provision shall remain in full force and effect with respect to the Units until modified, amended or terminated in accordance with paragraph 32 hereof.

Notwithstanding the foregoing, in the event of foreclosure, or acceptance of deed in lieu of foreclosure, by the holder of the first deed of trust on such Unit, if the holder of such deed of trust is the grantee under the public trustee's deed and HFH-RFV does not exercise its option to purchase as provided in this paragraph, then HFH-RFV agrees to release the Unit from the requirements of this Deed Restriction.

#### GENERAL PROVISIONS

21. Memorandum of Acceptance. As a condition of the acquisition of a Unit, the purchaser shall execute a Memorandum of Acceptance in the form attached hereto as Exhibit "C".
22. Notices. Any notice, consent or approval which is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Deed Restriction.

Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To HFH-RFV:                    53 Calaway Ct.  
    Glenwood Springs, CO 81601

To Owner:                      at the address set forth in the Memorandum of Acceptance

23. Exhibits. All exhibits attached hereto (Exhibits "A", "B", "C" and "D") are incorporated herein and by this reference made a part hereof.
24. Severability. Whenever possible, each provision of this Deed Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.
25. Choice of Law. This Deed Restriction and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado and applicable Federal laws
26. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall insure to and be binding upon the heirs, successors and assigns of the parties.
27. Section Headings. Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
28. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Deed Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Deed Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
29. Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
30. Personal Liability. Purchaser agrees that he or she shall be personally liable for any of the transactions contemplated herein.



**EXHIBIT "A"**

**Legal Description**

The land area, including Lots, as shown on the Amended Final Plat of Wapiti Commons recorded on the 12th day of December, 2023 as Reception Number 992038 in the Office of the Clerk and Recorder of Garfield County, Colorado

## **EXHIBIT "B"**

### **Permitted Capital Improvements**

1. The term "Permitted Capital Improvement" as used in the Deed Restriction shall only include the following:
  - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
  - b. Improvements for energy and water conservation;
  - c. Improvements for the benefit of seniors and/or handicapped persons;
  - d. Improvements for health and safety protection devices;
  - e. Improvements to add and/or finish permanent/finished storage space; and/or
  - f. Improvements to finish unfinished space.
  
2. Permitted Capital Improvements as used in this Deed Restriction shall NOT include the following:
  - a. Landscaping;
  - b. Upgrades/replacements of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of the unit;
  - c. The cost of adding decks and balconies, and any extension thereto;
  - d. Jacuzzis, saunas, steam showers and other similar items;
  - e. Improvements required to repair, replace and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, carpeting and other similar items; and/or
  - f. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
  
3. All Permitted Capital Improvement items and costs shall be approved by HFH-RFV staff prior to being added to the Maximum Resale Price as defined herein.

Exhibit "C"

**MEMORANDUM OF ACCEPTANCE  
DECLARATION OF MASTER DEED RESTRICTION FOR THE OCCUPANCY  
AND RESALE OF UNITS IN WAPITI COMMONS  
RIFLE, COLORADO**

**RECITALS**

A. \_\_\_\_\_, the Buyer, is purchasing from \_\_\_\_\_, Seller, at the price of \$\_\_\_\_\_ a Unit in Wapiti Commons in Rifle, CO, according to the Amended Final Plat of Wapiti Commons recorded on December 12, 2023 at Reception Number 992038 and, if applicable, the Condominium Map for Wapiti Commons recorded in the records of the County of Garfield, State of Colorado (the "Property"); and

B. The Property is subject to the Declaration of Master Deed Restriction for the Occupancy and Resale of Units in Wapiti Commons recorded on \_\_\_\_\_, 20\_\_\_\_ as Reception No. \_\_\_\_\_, in the records of the County of Garfield, State of Colorado (the "Deed Restriction"); and

C. It is a requirement of the Deed Restriction that prior to the delivery of a deed conveying the Property, the Buyer shall execute a Memorandum of Acceptance evidencing Buyer's acknowledgment and agreement to the terms, conditions, limitations, restrictions, and uses set forth in the Deed Restriction.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to comply with the Deed Restriction, the Buyer:

1. Acknowledges that the undersigned Buyer has carefully read the entire Deed Restriction, has had the opportunity to consult with legal and financial counsel concerning it, and fully understands it.

2. Hereby accepts and agrees to be bound by the Deed Restriction, in its entirety, including all exhibits, as the same is defined herein and as it is recorded in the Garfield County records as set forth herein, with the following changes and/or additions:

- a. That the closing of Buyer's acquisition of the Property occurred on \_\_\_\_\_;
- b. The purchase price that Buyer is paying for the Property is \$\_\_\_\_\_;
- c. That any notice to the Buyer as required by the Deed Restriction should be sent to:

\_\_\_\_\_  
\_\_\_\_\_



3. Hereby directs that this Memorandum be placed of record in the real estate records of Garfield County, Colorado.

IN WITNESS WHEREOF, the undersigned Buyer has executed this Memorandum of Acceptance on the date set forth opposite their signature.

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

The above and foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.  
by \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My address is: \_\_\_\_\_

Exhibit "D"

**RIDER TO DECLARATION OF MASTER DEED RESTRICTION FOR  
THE OCCUPANCY AND RESALE OF UNITS IN WAPITI COMMONS**

**For USDA Rural Development Section 502 Loans**

This Rider is attached to and incorporated into, and amends and supplements, the Declaration of Master Deed Restriction for the Occupancy and Resale of Units in Wapiti Commons (the "Deed Restriction") made and established by Habitat for Humanity of the Roaring Fork Valley, Inc. ("HFH-RFV") and recorded in the Garfield County Clerk and Recorder's Office on January \_\_, 2024.

The Deed Restriction creates certain covenants, terms and provisions with respect to the Units, as defined in the Deed Restriction.

This Rider amends the Deed Restriction for the purpose of enabling a purchaser of a Unit to obtain financing (the "Loan") from the United States Department of Agriculture Rural Housing Service within the Rural Development mission area ("RD") to acquire a Unit which has been constructed or will be constructed by HFH-RFV; and

The Loan shall be secured by a mortgage or a deed of trust from each prospective purchaser (the "RD Mortgage").

The provisions of paragraph 20 of Deed Restriction shall not apply to an RD Mortgage. Instead, upon the occurrence of an event of default under the RD Mortgage (as determined by RD—an "Event of Default"), and without the consent of HFH-RFV, RD shall be permitted to accelerate its Note, foreclose on the RD Mortgage, take an assignment in lieu of foreclosure, or exercise its other remedies for default. RD may provide copies of a notice of an Event of Default to HFH-RFV but no failure to do so shall invalidate the default or RD's subsequent actions. HFH-RFV may require the Owner of a Unit to provide copies of any notices from RD. HFH-RFV shall have the right, but not the obligation, to cure an Event of Default in a Unit Owner's name or on the Unit Owner's behalf. The Unit Owner shall be responsible to HFH-RFV for all payments made, and expenses incurred, by HFH-RFV in curing such default. HFH-RFV shall have the right to refinance or pay off the RD Loan prior to any foreclosure sale and may bid as a member of the public at the foreclosure sale. HFH-RFV acknowledges that if RD is the purchaser at the foreclosure sale, or accepts a deed in lieu of foreclosure, disposition may only be made pursuant to its regulations.

**2025 HUMAN SERVICES GRANTS**

		yr. 2024 Grant Requests	yr. 2024 Grant Awarded	yr. 2025 Grant Requests	Committee Recc. AWARD	Current Equity or Cash Reserve	% Grant to Reserve %	Prior Year Income	% Grant Request to PY Income	2021/2022 Total Expenses	% of Grant to Prior YR Expenses	2021/2022 Budget	% of Grant to 2022 Budget	Grants Allocation Committee Final	Move to Small Grants	Human Service Commission	BOCC	BOCC Final
1	A Way Out	35000	22000	35000		\$ 667,082.79	4.5%	\$ 981,703.23	3.1%	\$ 897,455.33	3.3%	\$ 865,000.00	2.0%	\$ 24,000.00		\$ 24,000.00		
2	Advocate Safehouse	35000	33000	35000		\$ 427,223.00	8.4%	\$ 1,242,100.00	2.9%	\$ 1,229,791.00	2.9%	\$ 1,060,719.00	2.8%	\$ 36,000.00		\$ 36,000.00		
3	Alpine Legal Services, Inc.	30000	24000	30000		\$ 364,027.24		\$ 708,040.24	3.5%	\$ 747,330.76	3.3%	\$ 761,697.00	3.0%	\$ 26,000.00		\$ 26,000.00		
4	Aspen Hope Center	35000	20000	25000		\$ 1,120,000.00		\$ 3,340,037.82		\$ 3,242,251.05		\$ 378,001.11	1.0%	\$ 30,000.00		\$ 30,000.00		
5	Catholic Charities	25000	25000	25000		\$ 122,198.00	20.5%	\$ 974,706.00	2.6%	\$ 860,374.00	2.9%	\$ 1,740,425.00	3.0%	\$ 28,000.00		\$ 28,000.00		
6	Early Childhood Network	25000	20000	25000		\$ 394,449.20	5.1%	\$ 597,651.29	3.3%	\$ 438,231.65	4.6%	\$ 508,890.00	3.0%	\$ 22,000.00		\$ 22,000.00		
7	Family Resource Center of the Roaring Fork Schools (Re-1 School District)	30000	10000	15000		\$ 591,239.57		\$ 1,363,346.51	0.4%	\$ 1,431,696.77	0.3%	\$ 1,901,481.87	-1.0%	\$ 11,000.00		\$ 11,000.00		
8	Feed My Sheep Ministry	27,000	27,000	0		\$ 67,000.00	40.3%	\$ 142,461.55	19.0%	\$ 137,513.17	19.6%	\$ 157,500.00	22.3%					
9	Great Expectations	75,000	40,000	50,000		\$ 167,534.28	26.9%	\$ 1,624,847.00	2.8%	\$ 1,559,907.00	2.9%	\$ 1,606,586.00	2.5%	\$ 44,000.00		\$ 44,000.00		
10	HeadQuarters	20000	Mini-Grant	30000		\$ 99,244.00	25.2%	\$ 362,995.63	6.9%	\$ 444,285.94	5.6%	\$ 361,650.00	0.0%		yes			
11	High Fives Foundation		Mini-Grant	18499		\$ 1,840,000.00		\$ 5,654,000.00		\$ 4,000,000.00		\$ 5,000,000.00	-1.0%		yes			
12	High Country Volunteers	20,000	12,000	18,000		\$ 164,755.50	8.5%	\$ 287,052.00	4.9%	\$ 186,630.00	7.5%	\$ 270,000.00	4.0%	\$ 13,000.00		\$ 13,000.00		
13	Home Care & Hospice of the Valley	30,000	20,000	25,000		\$ 301,713.54	8.3%	\$ 4,050,529.22	0.6%	\$ 4,432,863.00	0.6%	\$ 3,600,923.00	0.5%	\$ 22,000.00		\$ 22,000.00		
14	Lift-Up	68,000	50,000	50,000		\$ 605,688.40		\$ 2,118,215.57		\$ 2,457,245.40		\$ 2,408,395.00	2.4%	\$ 55,000.00		\$ 55,000.00		
15	Literacy Outreach	21,000	21,000	21,000		\$ 348,782.97	6.0%	\$ 417,517.00	5.0%	\$ 264,286.00	7.9%	\$ 384,900.00	8.0%	\$ 23,000.00		\$ 23,000.00		
16	Mind Springs Health	65,000	50,000	50,000		\$ 2,098,992.00		\$ 59,453,512.00		\$ 67,365,813.00		\$ 72,302,200.00	1.0%	\$ 55,000.00		\$ 55,000.00		
17	Mountain Family Health Centers	30,000	25,000	35,000		\$ 2,503,559.00	1.0%	\$ 23,624,441.00	0.1%	\$ 23,510,197.00	0.1%	\$ 24,884,160.00	0.1%	\$ 28,000.00		\$ 28,000.00		
18	Mountain Valley Developmental Services	55,000	52,000	60,000		\$ 3,700,000.00	1.5%	\$ 13,807,697.00	0.4%	\$ 13,060,227.00	0.4%	\$ 14,083,922.00	1.0%	\$ 57,000.00		\$ 57,000.00		
19	Quality Health Network			43,500		\$ 7,358,825.00		\$ 7,507,566.00		\$ 6,954,870.00		\$ 473,668.00	0.0%	\$ 10,000.00		\$ 10,000.00		
20	Riding Institute for Disabled Equestrians (RIDE)	10,000	10,000	15,000		\$ 84,000.00	11.9%	\$ 145,000.00	6.9%	\$ 122,000.00	8.2%	\$ 135,000.00	1%	\$ 11,000.00		\$ 11,000.00		
21	River Bridge Regional Center	35,000	25,000	35,000		\$ 700,806.38	2.9%	\$ 953,530.00	2.1%	\$ 968,789.00	2.1%	\$ 1,071,813.00	2.6%	\$ 28,000.00		\$ 28,000.00		
22	River Center of New Castle	11,000	11,000	11,000		\$ 361,717.00	2.8%	\$ 298,217.28	3.4%	\$ 288,143.43	3.5%	\$ 315,296.72	3.7%	\$ 12,000.00		\$ 12,000.00		
23	The Buddy Program	25,000	16,000	25,000		\$ 817,423.31		\$ 2,080,807.27		\$ 2,524,067.00		\$ 2,955,788.00	1.0%	\$ 18,000.00		\$ 18,000.00		
24	The Salvation Army	25,000	15,000	25,000		\$ 397,000.00		\$ 332,109.00		\$ 387,218.00		\$ 358,363.00	4.5%	\$ 17,000.00		\$ 17,000.00		
25	Valley Meals & More	45,000	15,000	45,000		\$ -		\$ 392,439.99		\$ 365,439.97		\$ 426,269.90	0.0%	\$ 30,000.00		\$ 30,000.00		
26	Valley Settlement	10,000	10,000	10,000		\$ 754,617.00		\$ 6,936,374.02		\$ 3,987,755.08		\$ 4,767,173.00	1.0%	\$ 11,000.00		\$ 11,000.00		
27	West Mountain Regional Health Alliance	25,000	10,000	25,000		\$ -		\$ 1,000,982.33		\$ 383,804.10		\$ 2,521,332.50	1.0%	\$ 11,000.00		\$ 11,000.00		
28	Windwalkers Equine Assisted Learning and Therapy Center	40,000	15,000	25,000		\$ 299,342.81		\$ 995,919.29	2.5%	\$ 874,865.42	2.9%	\$ 1,062,875.00	1.5%	\$ 17,000.00		\$ 17,000.00		
29	Yampah Teen Parent Program (CO River BOCES)	10,000	10,000	10,000		\$ 1,181,480.00	0.8%	\$ 3,451,496.58	0.3%	\$ 3,092,982.84	0.3%	\$ 348,919.00	2%	\$ 11,000.00		\$ 11,000.00		
30	Youth Zone	50,000	45,000	45,000		\$ 806,152.00	6.2%	\$ 2,361,298.00	2.1%	\$ 2,383,875.00	2.1%	\$ 2,693,998.00	2%	\$ 50,000.00		\$ 50,000.00		
<b>Total Grants</b>		<b>912,000</b>	<b>633,000</b>	<b>861,999</b>	<b>708,000</b>									<b>700,000</b>		<b>700,000</b>		
<b>Available Grantable Funds:</b>					<b>\$ 708,000</b>													

\*\*\$8,000.00 to be moved to Mini-Grants

**GARFIELD COUNTY**  
**DEPARTMENT OF HUMAN SERVICES**  
**BOARD OF HUMAN SERVICES REPORT**

**Monday, October 21, 2024**

**I. EFT/EBT Disbursement**

For the month of September 2024 client and provider disbursements for allocated programs totaled \$306,492.78. Client benefits for Food Assistance and LEAP totaled \$727,018.21. Total EFT/EBT disbursements for September came to \$1,033,510.99.

A copy of the certification summary has been included in the Board packet and the Department is requesting Board approval and signature.

**II. Consideration and Approval to Utilize \$63,328.00 from the Fund Balance for Travelers Program as a 20% Local Match for the \$253,312 in FTA 5339 Rural Funding for a New Traveler Van.**

The department in cooperation with the Senior Advisory Board is seeking approval to use \$63,328.00 from the fund balance for the Traveler program for a 20% local match. RFTA applied and was awarded a grant for a van replacement. On September 27, 2024 the Senior Advisory Board approved the use of the fund balance for the purposes of the match requirement. The current fund balance is \$107,973.77. This fund has not been replenished in a few years.

**III. Program Updates**

Program reports are attached for the Board's review.

Please be aware these reports continue to be updated and refined.

**Respectfully Submitted By**  
*Sharon Longhurst Pritt*  
**DHS Director**

**GARFIELD COUNTY  
DEPARTMENT OF HUMAN SERVICES**

This is to certify that the payments, as set forth below, are payments made on behalf of the respective programs opposite their names and totaling as indicated for the period so noted.

**Disbursement Period:** **September 2024**  
**Total EFT/EBT Disbursements:** **\$1,033,510.99**

**ALLOCATED PROGRAMS**

**ELIGIBILITY**

Aid to Needy Disabled	5,508.67
Basic Cash Assistance - TANF	71,601.15
Child Care Assistance Program	101,492.10
Food Assistance Job Search - EF	11,969.00
Home Care Allowance	0.00
Old Age Pension	25,472.73
	<b>216,043.65</b>

**CHILD WELFARE**

Child Welfare Related Child Care	2,432.10
Core Services	13,615.29
Out of Home Placements	60,050.16
Subadopt and Relative Guardianship	14,351.58
	<b>90,449.13</b>

**NON-ALLOCATED PROGRAMS**

Food Assistance and Benefits	727,018.21
LEAP	0.00
	<b>727,018.21</b>

**Signed:**

\_\_\_\_\_  
 John Martin, Chairman Date  
 Garfield County Board of Human Services

**Sharon Longhurst Pritt** Digitally signed by Sharon Longhurst Pritt  
 Date: 2024.10.08 08:45:20 -06'00'

\_\_\_\_\_  
 Sharon Longhurst-Pritt, DHS Director Date

**Jade Flowers** Digitally signed by Jade Flowers  
 Date: 2024.10.07 14:13:20 -06'00'

\_\_\_\_\_  
 Jade Flowers, DHS Accountant Date

**GARFIELD COUNTY  
DEPARTMENT OF HUMAN SERVICES  
PROGRAM EFT/EBT DISBURSEMENTS**

<b>2024</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>Average</b>
Aid to Needy Disabled	5,854.00	5,662.85	4,757.58	5,899.68	5,516.35	6,591.83	5,252.49	5,516.39	5,508.67				5,617.76
Basic Cash Assistance - TANF	58,830.18	58,097.09	62,673.16	67,088.37	84,782.63	63,263.42	65,374.08	70,148.03	71,601.15				66,873.12
Child Care Assistance Program	85,741.67	144,394.81	112,625.76	102,944.12	154,716.68	104,163.60	84,772.29	115,920.01	101,492.10				111,863.45
Food Assistance Job Search- EF	3,132.00	764.45	5,911.83	5,346.56	5,969.44	7,274.00	11,542.15	7,721.17	11,969.00				6,625.62
Home Care Allowance	0.00	0.00	0.00	-1,330.00	0.00	0.00	0.00	-1.04	0.00				-147.89
Old Age Pension	19,909.76	23,598.06	18,026.38	22,015.30	23,009.85	97,918.79	25,496.85	25,894.67	25,472.73				31,260.27
Child Welfare Related Childcare	1,123.41	720.31	1,727.41	2,821.86	3,361.76	2,766.30	3,453.63	4,328.80	2,432.10				2,526.18
Core Services	12,506.88	12,164.01	24,316.33	16,072.08	22,809.33	13,022.94	13,839.29	16,265.68	13,615.29				16,067.98
Out of Home Placements	36,843.30	33,740.80	32,731.57	43,499.57	48,215.01	44,935.81	51,148.59	61,872.99	60,050.16				45,893.09
Subadopt and Relative Guardianship	12,719.30	14,401.80	11,800.10	12,566.47	12,161.10	13,145.02	12,851.40	13,279.78	14,351.58				13,030.73
Food Assistance and Benefits	697,113.67	699,488.67	709,345.01	609,824.58	703,496.16	708,300.90	1,616,672.10	705,992.09	727,018.21				797,472.38
LEAP	23,021.38	93,347.83	25,431.16	16,043.16	16,621.81	3,143.13	0.00	0.00	0.00				29,601.41
<b>Total</b>	<b>956,795.55</b>	<b>1,086,380.68</b>	<b>1,009,346.29</b>	<b>902,791.75</b>	<b>1,080,660.12</b>	<b>1,064,525.74</b>	<b>1,890,402.87</b>	<b>1,026,938.57</b>	<b>1,033,510.99</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,126,684.09</b>

<b>2023</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>Average</b>
Aid to Needy Disabled	6,290.71	7,373.90	5,620.20	6,312.46	7,041.24	6,066.56	5,838.09	5,679.95	6,155.04	7,318.91	5,868.00	5,744.80	6,275.82
Basic Cash Assistance - TANF	44,149.18	46,221.36	49,421.95	45,116.55	64,196.38	50,845.72	44,722.82	60,578.92	40,218.79	38,213.53	47,095.93	44,058.50	47,903.30
Child Care Assistance Program	54,142.74	68,369.02	86,368.28	68,365.93	72,538.16	85,869.97	64,558.96	77,547.79	74,259.15	89,754.22	120,369.90	106,342.84	80,707.25
Food Assistance Job Search- EF	500.00	437.26	674.84	641.00	1,172.00	675.00	99.74	0.00	245.00	678.95	200.00	3,520.00	736.98
Home Care Allowance	1,274.00	798.75	339.15	-10.00	330.00	785.00	1,205.00	0.00	0.00	0.00	0.00	-17.89	392.00
Old Age Pension	21,111.11	21,596.89	20,192.36	19,641.71	20,980.93	80,175.39	21,016.65	24,797.16	19,136.14	44,686.31	21,013.42	21,023.25	27,947.61
Child Welfare Related Childcare	1,172.96	1,809.58	2,268.21	1,759.25	2,169.42	3,919.29	760.00	1,292.90	1,104.30	1,155.12	1,254.03	1,013.84	1,639.91
Core Services	11,248.33	9,671.17	13,184.33	12,959.33	13,629.33	13,501.33	12,223.33	15,298.33	15,108.33	23,057.08	13,913.33	10,372.08	13,680.53
Out of Home Placements	31,552.54	28,729.03	28,543.12	34,323.38	32,931.60	38,659.40	29,535.00	31,460.60	41,624.93	34,503.92	46,858.08	40,904.42	34,968.84
Subadopt and Relative Guardianship	14,374.28	12,856.94	11,428.48	12,353.14	13,160.79	12,373.33	12,190.50	12,596.85	13,680.14	11,671.04	12,466.00	12,203.72	12,612.93
Food Assistance and Benefits	1,169,532.68	1,132,801.03	719,407.08	683,385.77	670,937.02	659,940.83	1,016,329.39	652,433.12	624,849.93	675,630.24	667,060.09	674,236.66	778,878.65
LEAP	23,080.64	62,664.83	53,377.76	17,975.33	11,855.55	65,806.44	0.00	0.00	0.00	-0.43	43,272.56	20,776.86	37,351.25
<b>Total</b>	<b>1,378,429.17</b>	<b>1,393,329.76</b>	<b>990,825.76</b>	<b>902,823.85</b>	<b>910,942.42</b>	<b>1,018,618.26</b>	<b>1,208,479.48</b>	<b>881,685.62</b>	<b>836,381.75</b>	<b>926,668.89</b>	<b>979,371.34</b>	<b>940,179.08</b>	<b>1,043,095.07</b>

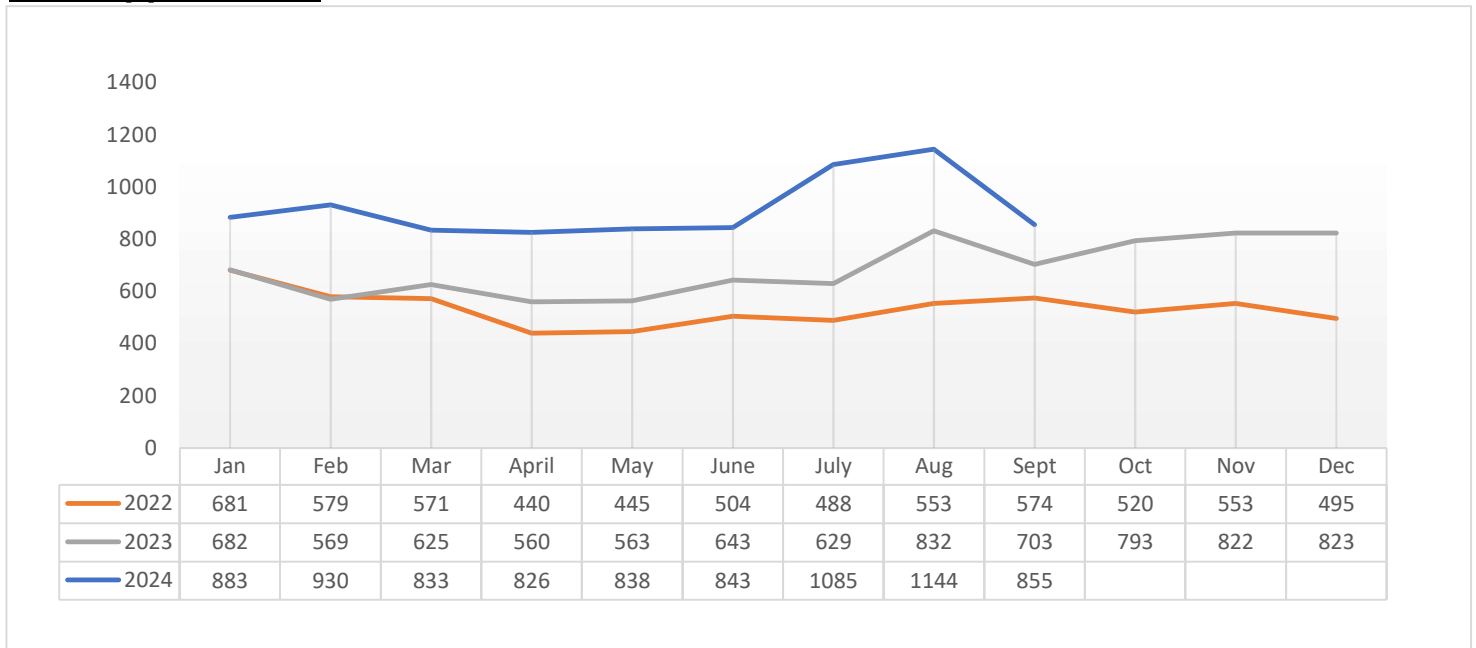
<b>2022</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>Average</b>
Aid to Needy Disabled	5,668.70	6,911.79	4,516.49	5,738.39	6,297.26	6,046.96	7,871.41	6,396.71	7,939.63	8,296.31	6,652.38	9,232.75	6,797.40
Basic Cash Assistance - TANF	61,244.52	57,959.58	53,956.09	54,593.99	53,110.51	51,057.82	46,662.35	63,293.82	46,424.47	44,614.96	46,699.30	44,678.34	52,024.65
Child Care Assistance Program	70,513.05	74,369.82	91,772.11	65,320.08	64,890.51	84,294.14	60,277.76	65,566.03	68,569.10	60,303.43	62,973.58	77,361.99	70,517.63
Food Assistance Job Search- EF	2,800.00	0.00	-70.00	30.02	55.00	70.00	0.00	190.00	347.99	0.00	380.00	840.00	386.92
Home Care Allowance	3,002.00	3,144.00	3,635.50	4,203.50	3,035.50	5,975.50	2,484.00	1,364.50	1,336.50	4,011.98	1,312.00	4,284.00	3,149.08
Old Age Pension	23,020.62	26,847.03	23,413.29	22,568.36	20,058.42	70,139.89	20,607.00	22,124.04	23,753.18	22,707.95	19,891.20	21,949.20	26,423.35
Child Welfare Related Childcare	2,464.00	3,364.00	4,740.00	3,589.00	3,164.00	3,775.00	3,356.10	1,739.75	2,582.95	900.00	925.39	1,217.84	2,651.50
Core Services	17,171.90	13,170.15	19,535.15	17,186.65	20,703.40	19,434.40	6,770.00	14,788.83	16,568.33	15,184.83	13,893.33	13,885.13	15,736.51
Out of Home Placements	53,483.07	48,457.44	48,982.39	44,135.63	34,495.70	34,574.89	37,365.70	32,328.48	29,962.07	30,901.48	34,218.63	40,878.00	39,148.62
Subadopt and Relative Guardianship	13,981.93	14,678.13	11,082.68	12,270.11	12,268.86	13,289.39	12,976.00	13,799.03	13,799.03	14,471.45	14,246.24	13,353.90	13,351.40
Food Assistance and Benefits	998,610.13	1,015,004.93	1,022,224.81	1,018,249.54	1,024,417.07	1,015,356.36	919,048.32	1,092,885.24	1,078,871.93	1,102,680.18	1,127,247.00	3,049,651.56	1,205,353.92
LEAP	29,309.20	77,350.84	26,027.09	33,902.80	9,984.19	361,134.89	772.39	0.00	0.00	0.00	44,555.52	22,654.68	67,299.07
<b>Total</b>	<b>1,281,815.12</b>	<b>1,341,257.71</b>	<b>1,309,815.60</b>	<b>1,281,788.07</b>	<b>1,252,480.42</b>	<b>1,665,149.24</b>	<b>1,118,191.03</b>	<b>1,314,476.43</b>	<b>1,290,155.18</b>	<b>1,304,072.57</b>	<b>1,372,994.57</b>	<b>3,299,987.39</b>	<b>1,502,840.04</b>

# September 2024

## Economic Security Snapshot

- 855 New Applications
  - 25.26% decrease in applications from last month
  - 21.62% Increase from applications received last year
- 4067 SNAP Clients
- 10,718 Health First Colorado - Colorado's Medicaid Clients
- 20 Clients locked in to ongoing Health First Colorado, regardless of eligibility. PHE unwind started in May 2023 to determine current eligibility
- 60 Active Employment First Cases

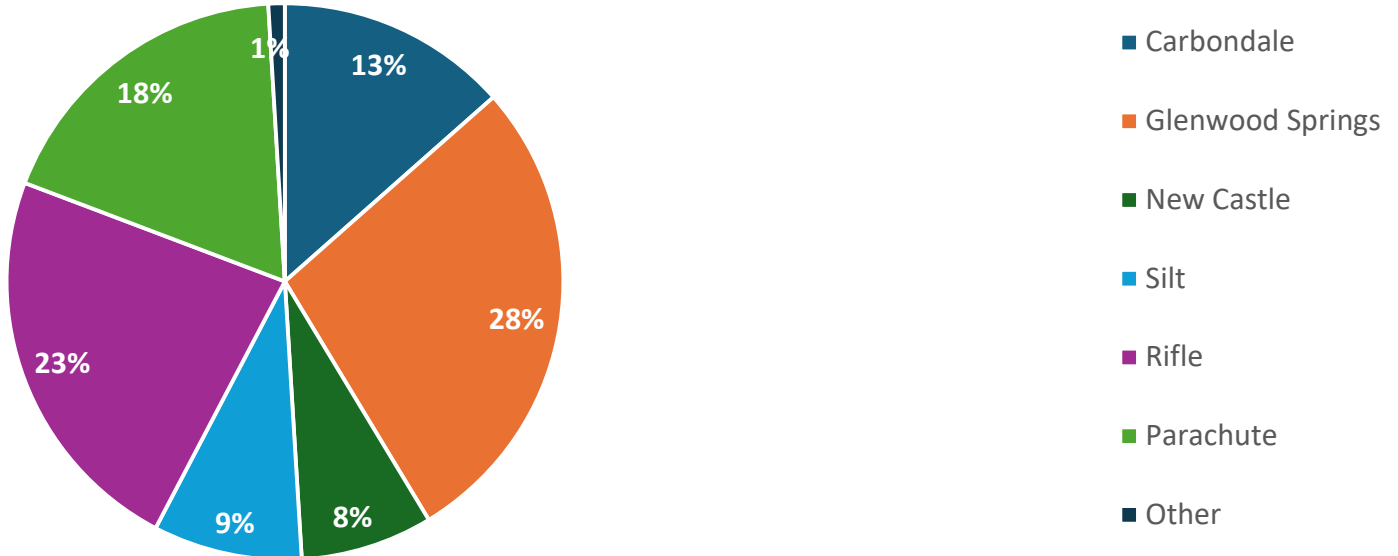
## New Applications



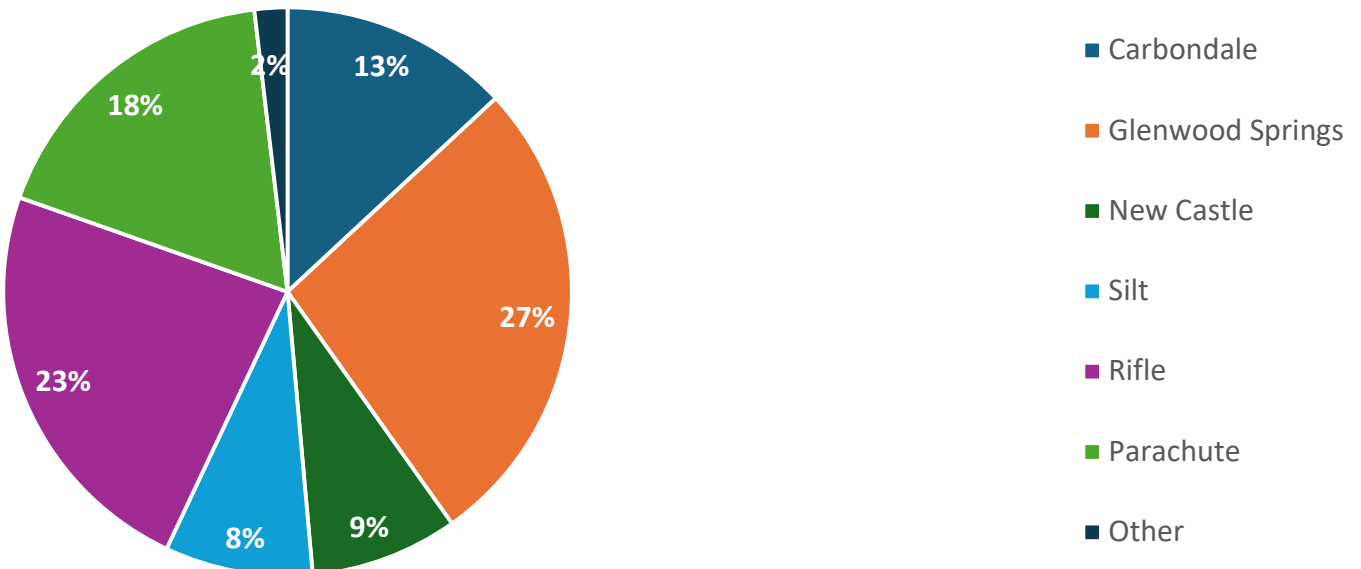
# Economic Security

## Program/Client Count/Excludes Basalt and DeBeque

Programs Per Household								
	Carbondale	Glenwood Springs	New Castle	Silt	Rifle	Parachute	Other	Total
Adult Financial	14	29	8	9	24	19	1	104
TANF/Co Works	8	12	4	9	25	21	0	79
Food Assistance	219	512	213	174	631	452	16	2217
Medical Assistance	809	1644	685	582	1905	1029	173	6827
<b>TOTAL</b>	<b>1050</b>	<b>2197</b>	<b>910</b>	<b>774</b>	<b>2585</b>	<b>1521</b>	<b>190</b>	<b>9227</b>



Total Individuals								
	Carbondale	Glenwood Springs	New Castle	Silt	Rifle	Parachute	Other	TOTAL
Adult Financial	14	29	9	9	25	19	2	107
TANF/Co Works	17	29	12	22	77	59	8	224
Food Assistance	343	831	404	339	1235	949	191	4292
Medical Assistance	1272	2646	1237	1119	3648	2029	623	12574
<b>TOTAL</b>	<b>1646</b>	<b>3535</b>	<b>1662</b>	<b>1489</b>	<b>4985</b>	<b>3056</b>	<b>824</b>	<b>17197</b>





**Medicaid Member Caseload by County**  
**Colorado Department of Health Care Policy and Financing**  
**Medicaid Caseload Without Retroactivity By County**  
**Reporting Month Ending on 08/31/2024**

Age Group	Total Member Count by Age Group
Members Age 20 and Under (EPSDT)	470,593
Members Age 21 and Over	641,117
<b>Total Members - All Ages</b>	<b>1,111,710</b>

	Members Age 20 and Under (EPSDT)	Members Age 21 and Over	Total Member Count (All Ages)
	Member Count by Age Group	Member Count by Age Group	
Adams	63,018	66,130	129,148
Alamosa	2,461	3,411	5,872
Arapahoe	59,238	71,544	130,782
Archuleta	1,221	1,797	3,018
Baca	471	591	1,062
Bent	551	965	1,516
Boulder	14,895	26,237	41,132
Broomfield	2,966	4,315	7,281
Chaffee	1,097	2,189	3,286
Cheyenne			
Cheyenne(CO)	236	282	518
Clear Creek	310	839	1,149
Conejos	1,120	1,541	2,661
Costilla	552	1,095	1,647
Crowley	422	732	1,154
Custer	366	589	955
Delta	3,059	4,396	7,455
Denver	70,065	108,537	178,602
Dolores	216	321	537
Douglas	11,308	15,357	26,665
Eagle	2,674	2,950	5,624
El Paso	62,133	82,806	144,939
Elbert	1,218	1,510	2,728
Fremont	4,020	7,305	11,325
Garfield	5,378	5,340	10,718
Gilpin	297	685	982
Grand	658	964	1,622
Gunnison	810	1,447	2,257
Hinsdale			126
Huerfano	718	1,553	2,271
Jackson			205
Jefferson	28,388	46,726	75,114

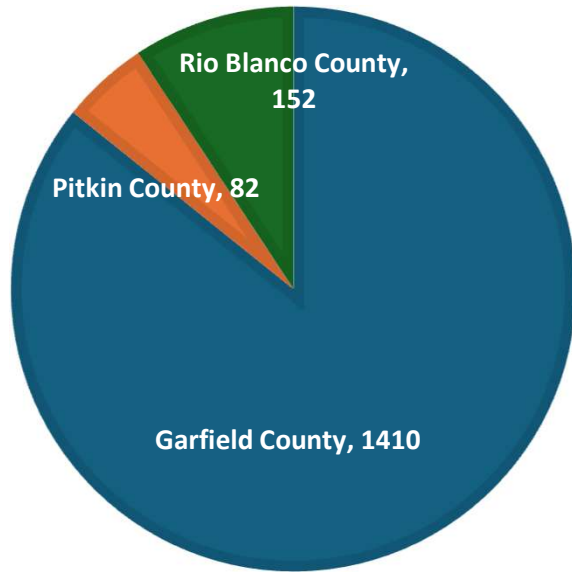
**Medicaid Member Caseload by County**  
**Colorado Department of Health Care Policy and Financing**  
**Medicaid Caseload Without Retroactivity By County**  
**Reporting Month Ending on 08/31/2024**

	Members Age 20 and Under (EPSDT)	Members Age 21 and Over	Total Member Count (All Ages)
	Member Count by Age Group	Member Count by Age Group	
Kiowa	208	222	430
Kit Carson	773	850	1,623
La Plata	3,597	6,035	9,632
Lake	519	689	1,208
Larimer	21,295	34,756	56,051
Las Animas	1,616	2,820	4,436
Lincoln	524	682	1,206
Logan	1,814	2,692	4,506
MEDASSISTSIT			
Mesa	14,988	21,119	36,107
Mineral			155
Moffat	1,267	1,606	2,873
Montezuma	3,135	4,614	7,749
Montrose	4,338	5,826	10,164
Morgan	3,636	3,689	7,325
Otero	2,760	3,713	6,473
Ouray	168	351	519
Park	807	1,784	2,591
Phillips	407	489	896
Pitkin	299	705	1,004
Prowers	1,806	2,204	4,010
Pueblo	23,243	34,903	58,146
Rio Blanco	521	610	1,131
Rio Grande	1,351	2,086	3,437
Routt	707	1,237	1,944
Saguache	820	1,356	2,176
San Juan(CO)			130
San Miguel	284	551	835
Sedgwick	219	385	604
Summit	1,216	1,911	3,127
Teller	1,509	2,709	4,218
Unknown			
Washington	527	608	1,135
Weld	34,929	36,231	71,160
Yuma	1,226	1,128	2,354

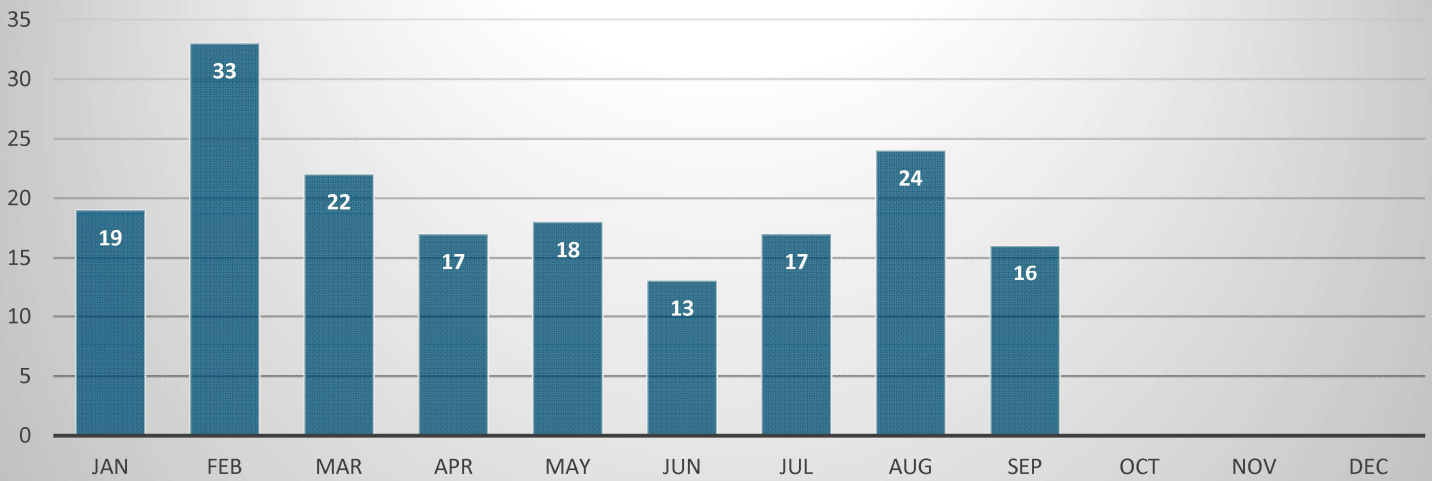
Source for all caseload data provided is the BIDM table: Client Monthly Snapshot

# Child Support Services

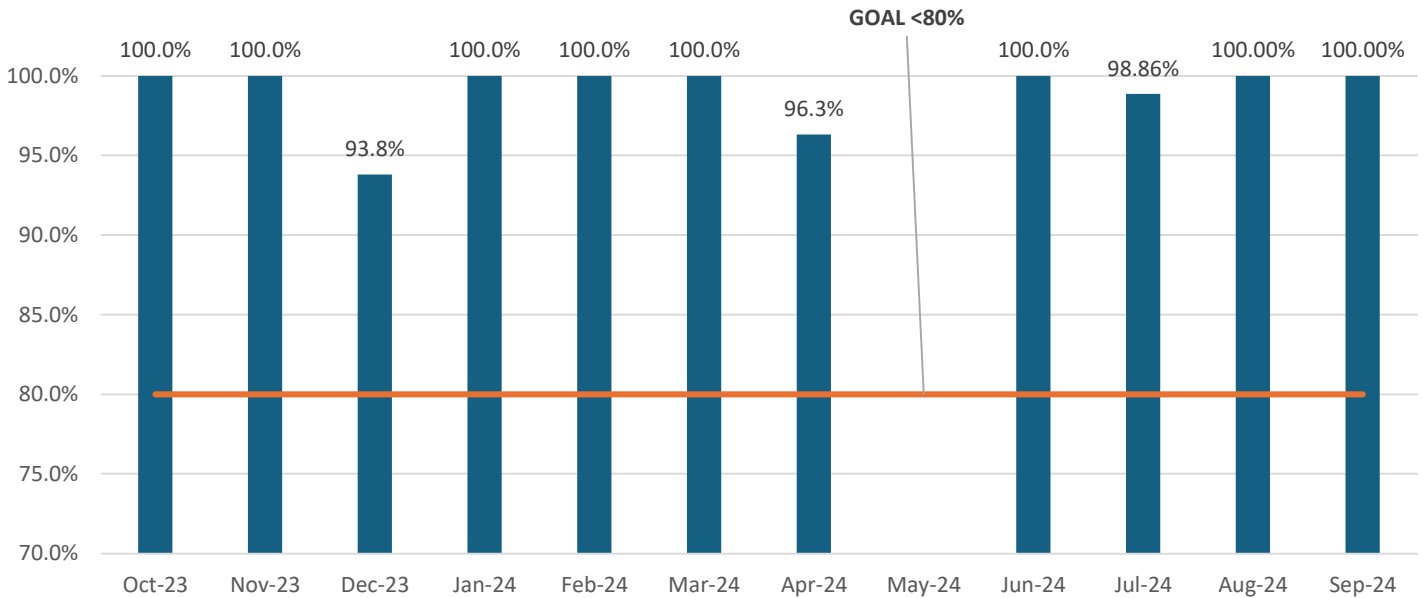
## CURRENT CASELOAD SIZE



## CASE INITIATIONS



## TIMELINESS OF CASE INITIATION

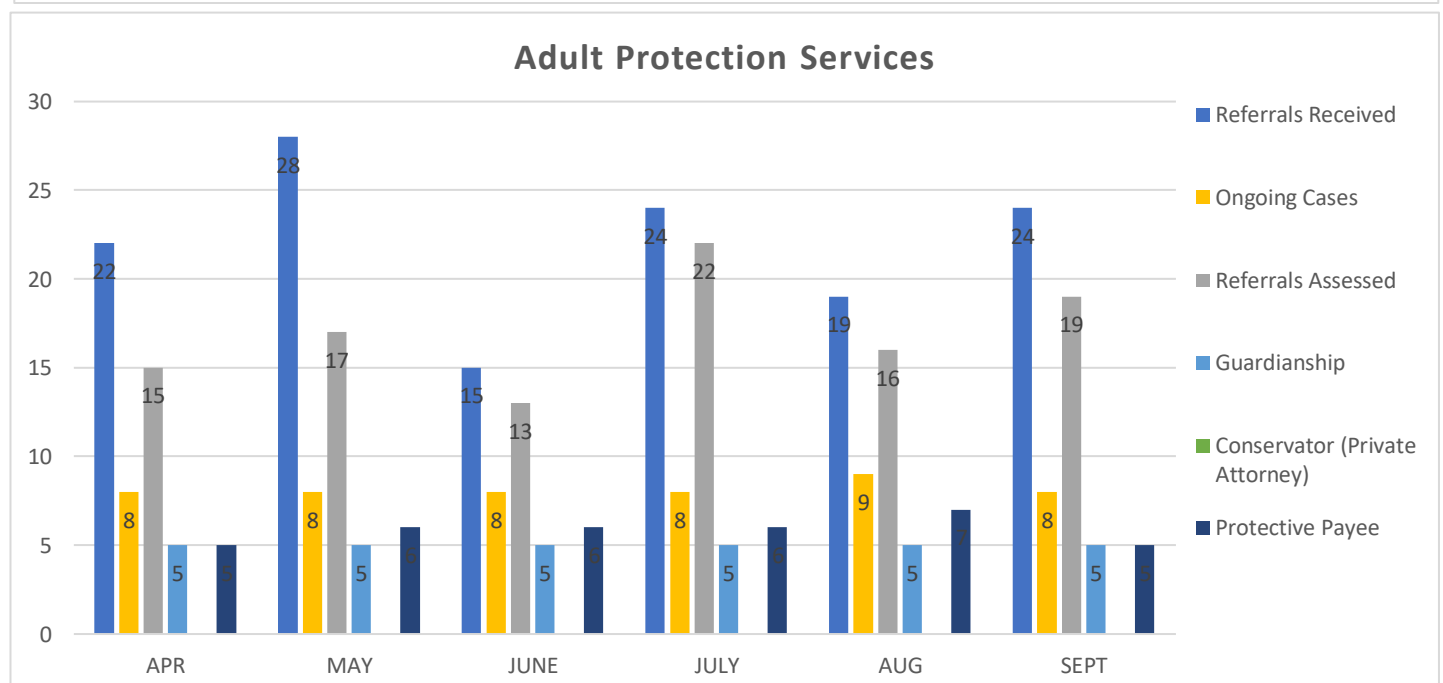
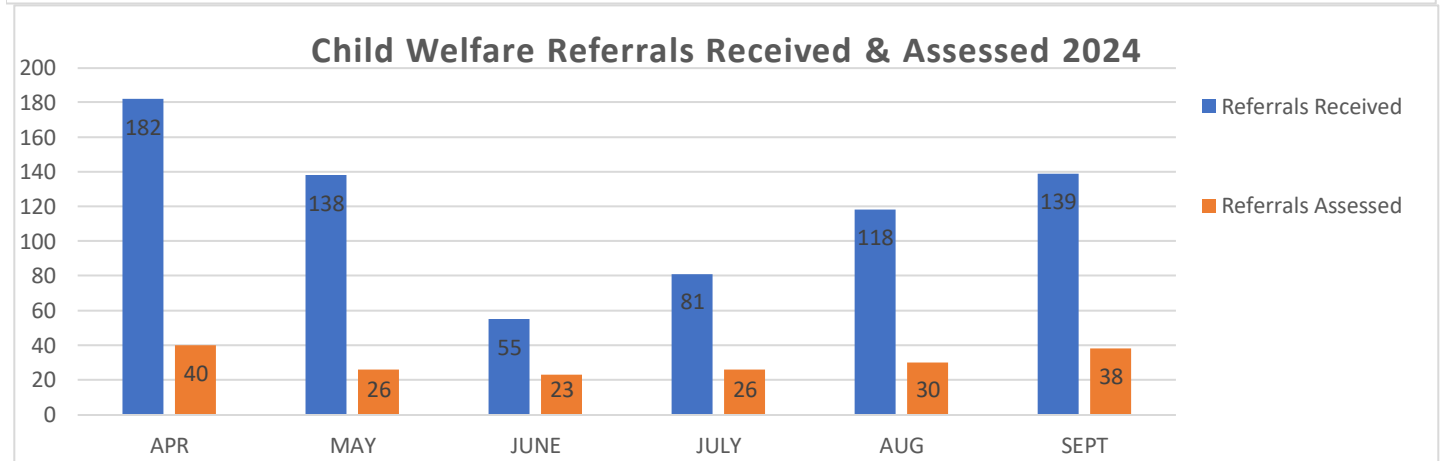
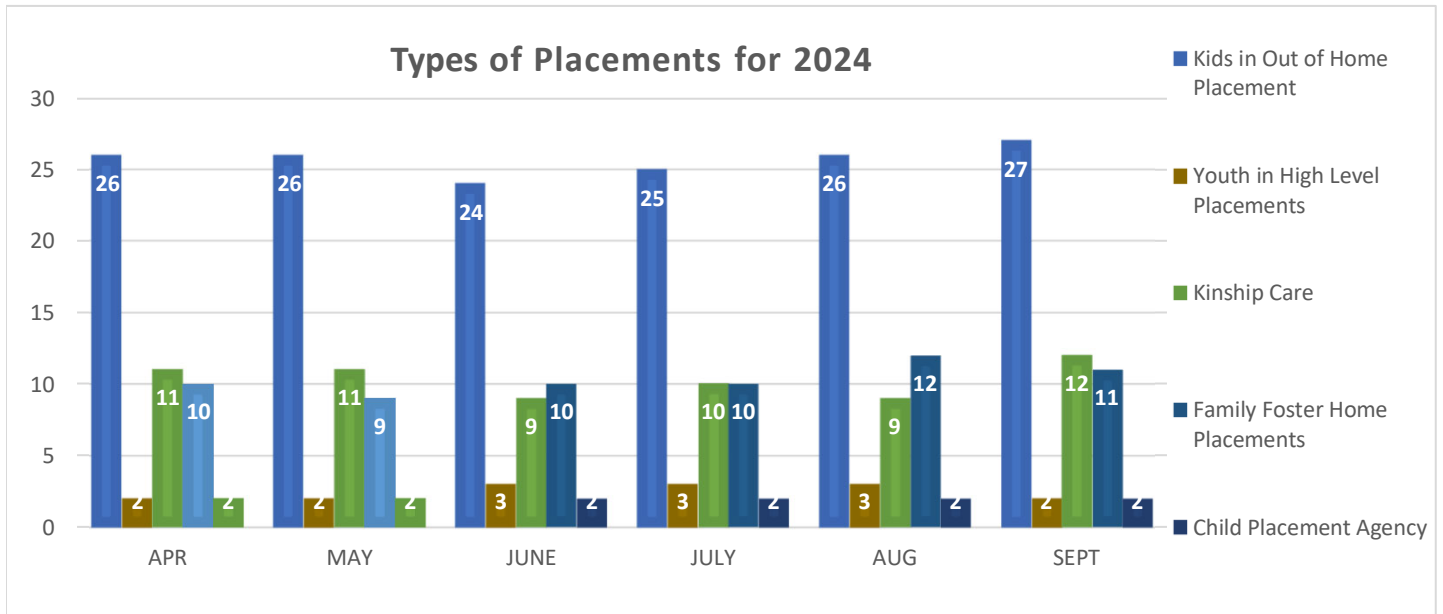


**Medicaid Member Caseload by County**  
**Colorado Department of Health Care Policy and Financing**  
**Medicaid Caseload Without Retroactivity By County**  
**Reporting Month Ending on 08/31/2024**

\* Data have been suppressed for select counties with smaller populations per the Department's threshold rule to comply with HIPAA regulations.

Colorado Department of Health Care Policy and Financing  
Data Analysis Section

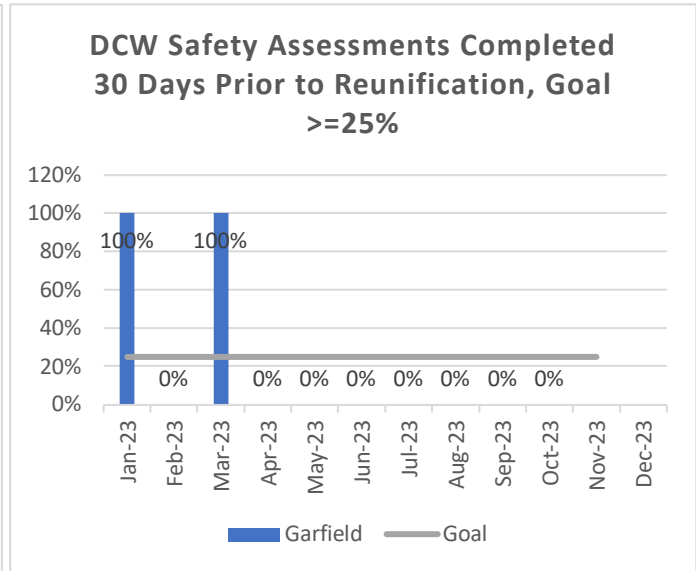
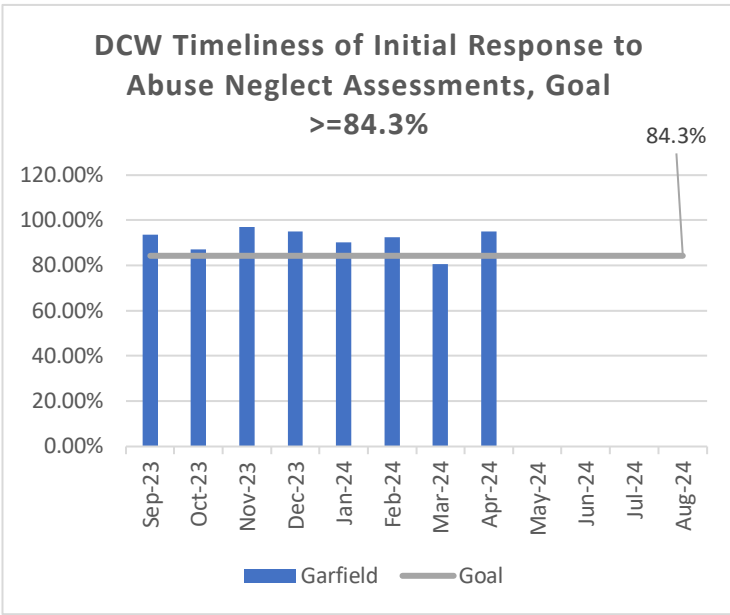
# Child Welfare and Adult Protection Services



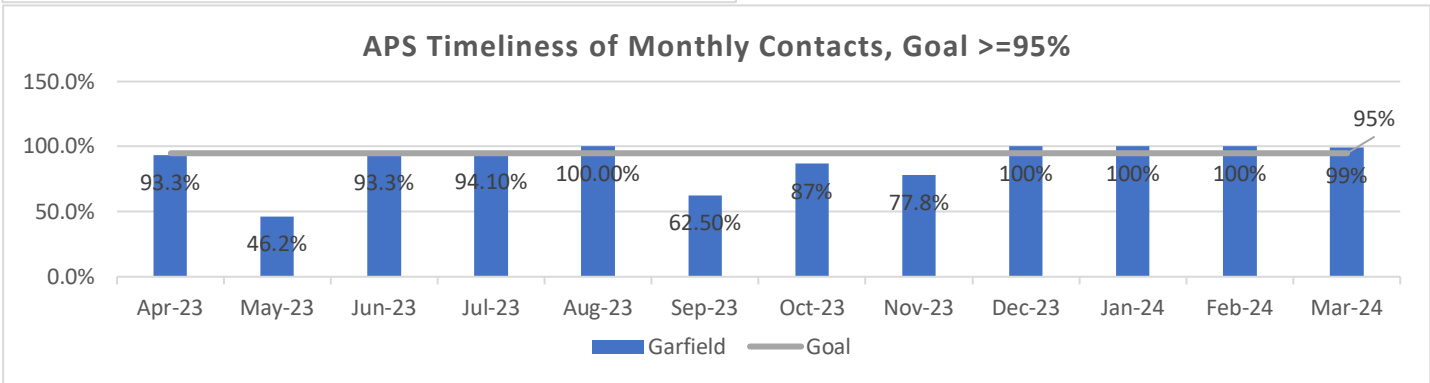
*\*Note: Guardianship & Protective Payee are subsets within the Ongoing Cases.*

**Child Welfare and Adult Protection Services**

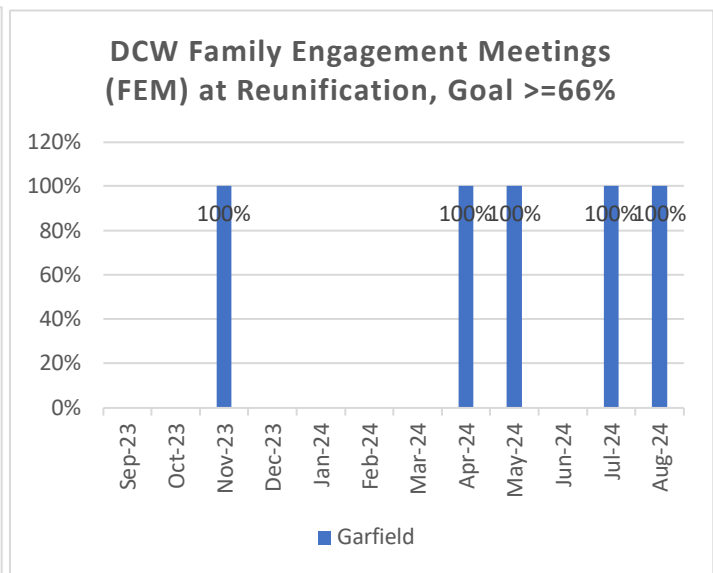
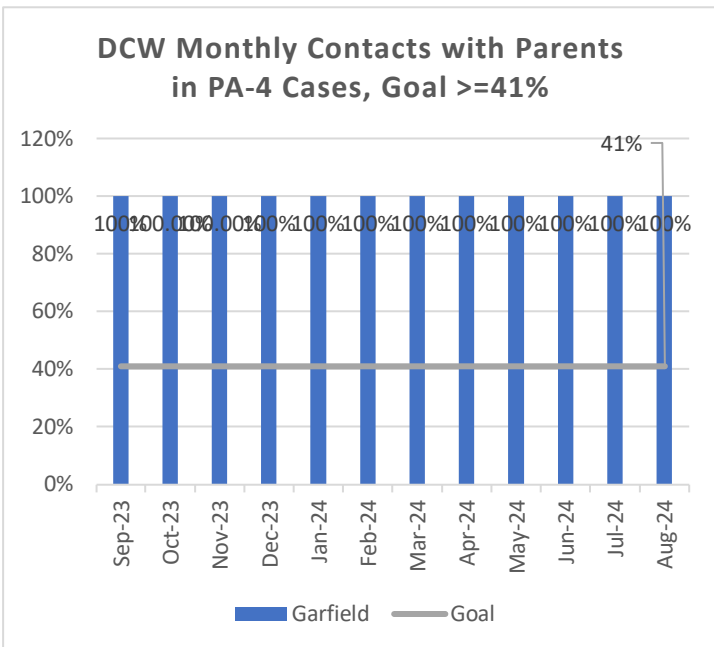
**COUNTY CSTAT MEASURES FOR SAFETY**



*\*Garfield only had assessments in July of 2023*



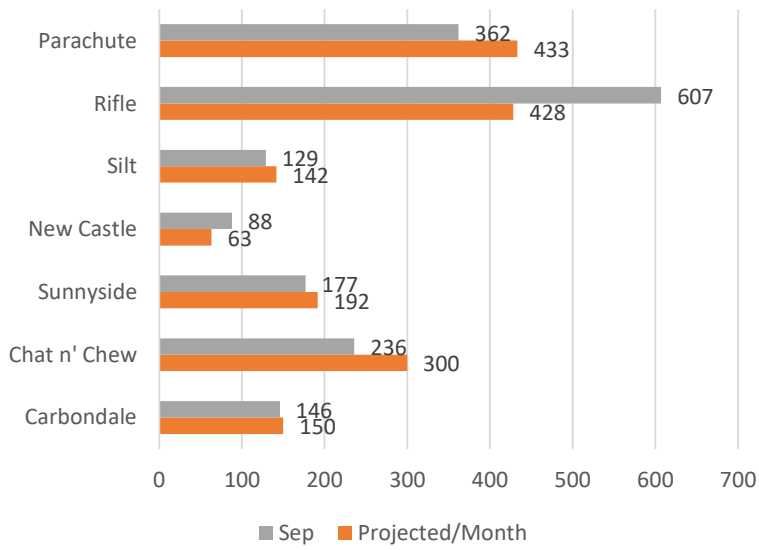
**COUNTY CSTAT MEASURES FOR WELL-BEING**



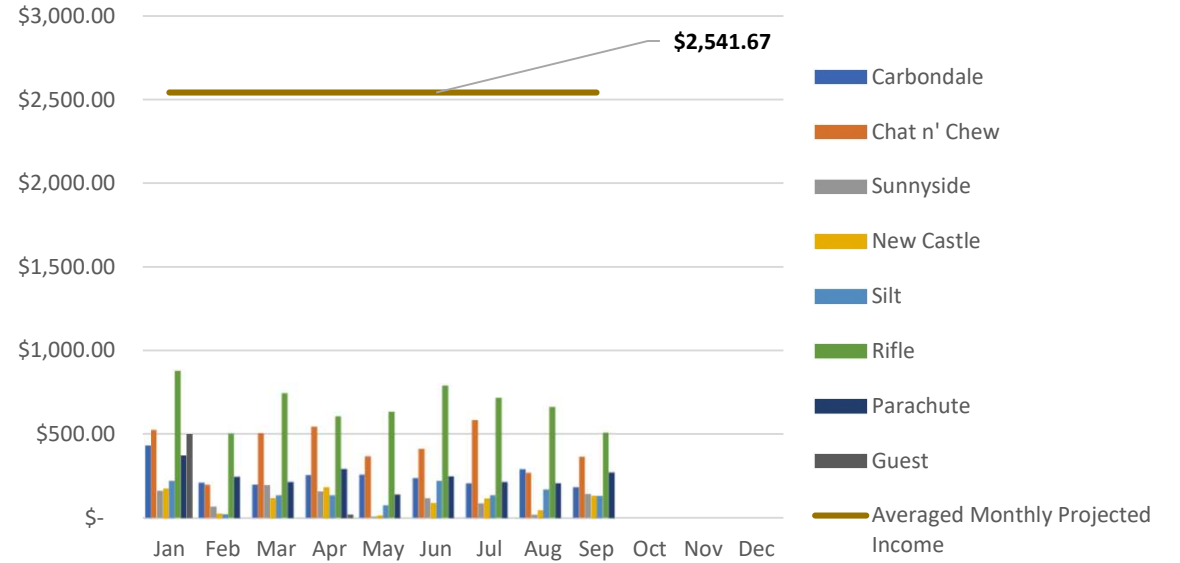
*\*No meeting in missing months*

# Older Adult Programs

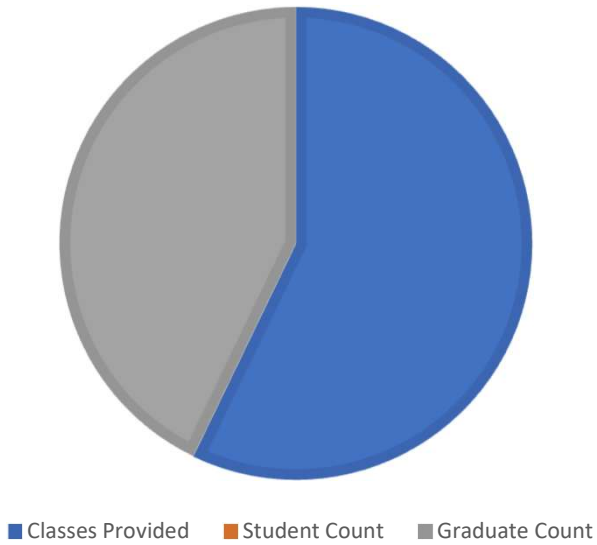
### September Meals Served Versus Projected



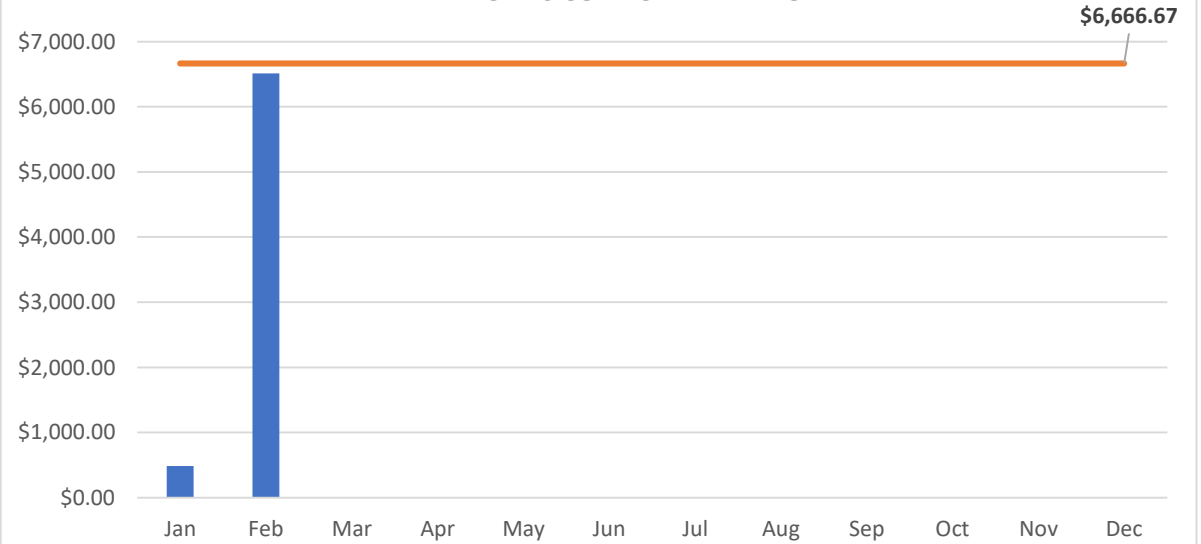
### MONTHLY NUTRITION INCOME COMPARISON



### SEPTEMBER WELL & WISE PROGRAM



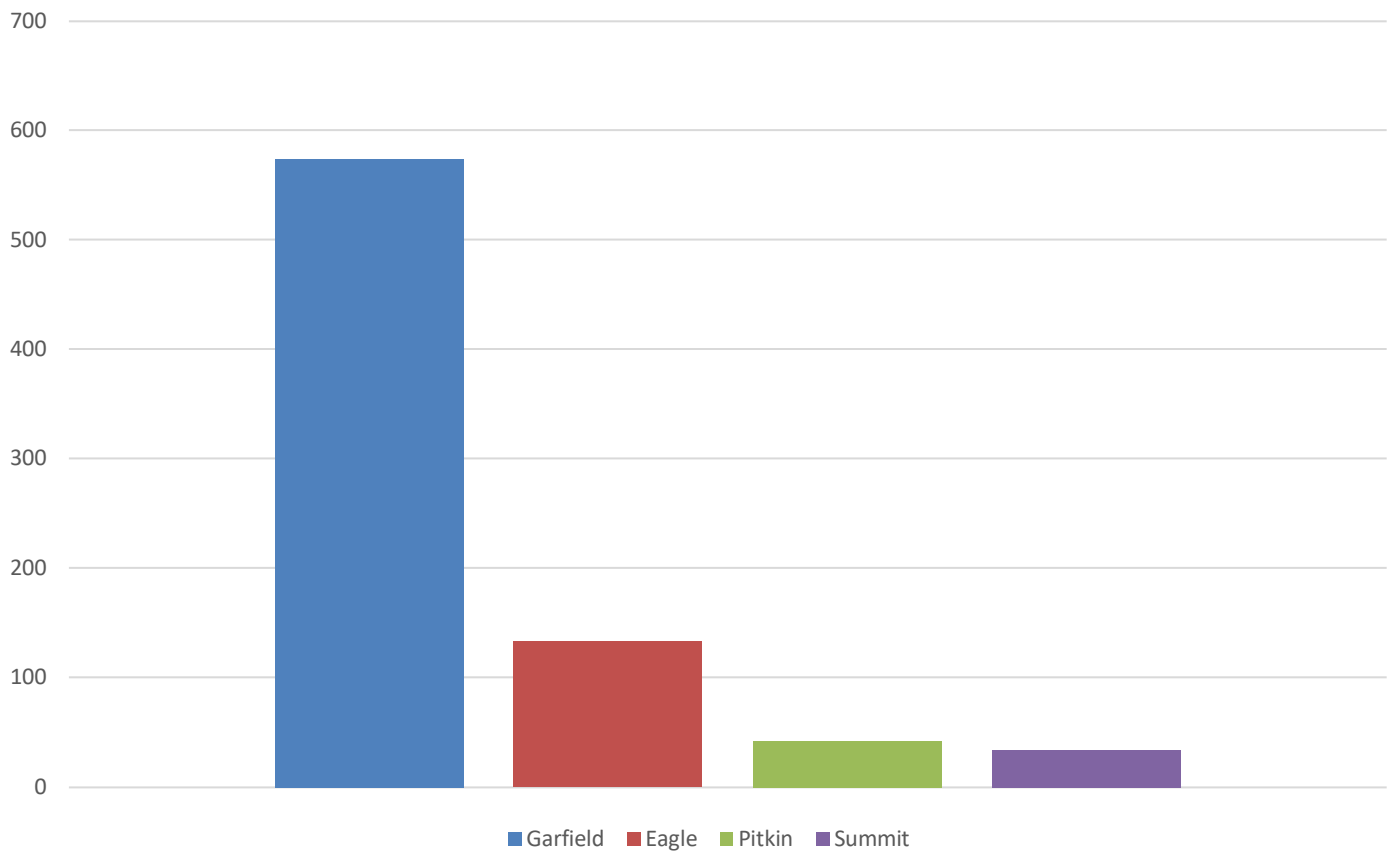
### TRAVELER FUNDS COLLECTED PER MONTH



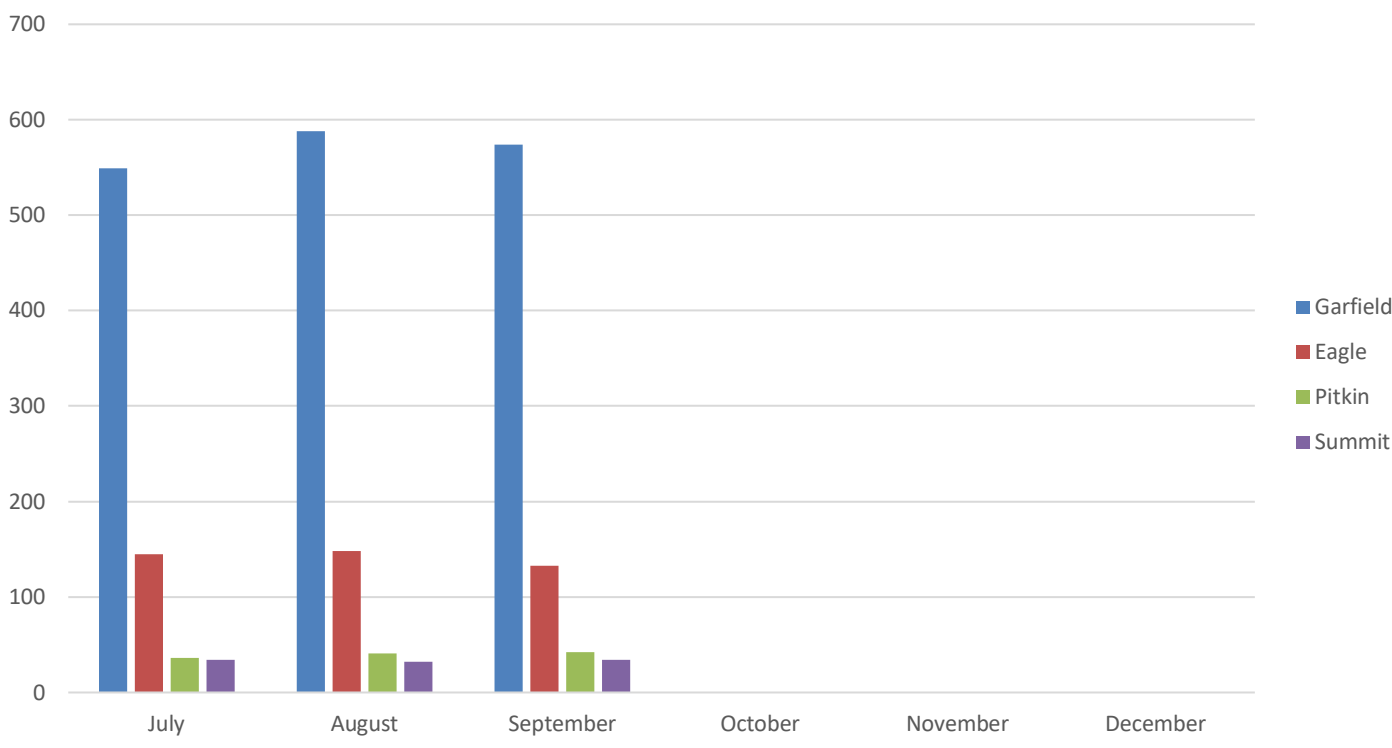
\*Mountain Valley paid for multiple months at one time

# Case Management Agency

## # of Clients by County September 2024



## Total Client Counts Month/County





**From:** [Dawn Dexter](#)  
**To:** [Sharon Longhurst-Pritt](#); [Sheila Strouse](#)  
**Cc:** [Kappe Stutsman](#); [Jeffery T. Lawson](#)  
**Subject:** Traveler Vehicle Replacements (G14 & G15)  
**Date:** Friday, September 27, 2024 11:55:45 AM  
**Attachments:** [image001.png](#)  
[2024 CCCP Award Lists 9-4-2024.xlsx](#)  
[NOFA 2024 Capital Call for Projects.pdf](#)  
[Super Call 2 Cutaways backup app 5-1-24.pdf](#)  
[G14 G15 Replacements Specs RFTA Traveler Class B Elkhart QTY2 FY2024 4.25.24.pdf](#)  
[FTA TAM ULB Cheat Sheet 2016-10-26.pdf](#)  
**Importance:** High

---

Hi Sharon and Sheila,

This email is a follow up to this morning's Senior Advisory Board meeting where a motion was approved to recommend that the BOCC use **\$63,328** from the Traveler reserve funds as a 20% local match for the **\$253,312 in FTA 5339 Rural funding** that RFTA applied for and received. There was discussion about the balance of that fund (approximately \$100,000 according to DHS staff) and how it is replenished. It has historically been replenished when there are budget surpluses at the end of the year and the IGA/MOU signatories agree to donate their refunds to the reserve fund. The more accurately RFTA estimates the budget, the less likely it is that there will be refunds.

I have attached documentation of the grant process and the price estimate RFTA received in April 2024 that is good through November 30<sup>th</sup>, 2024.

It's my understanding that Garfield County DHS staff will now bring this request to the Garfield County BOCC at their Oct. 21<sup>st</sup> meeting.

If the BOCC approves it, RFTA Finance staff will add it to the 3rd draft of the 2025 budget for November, at the earliest.

Once RFTA's board has approved it in the budget and once we have the fully executed grant, we will be able to order the vehicles.

RFTA will send an invoice to Garfield County upon delivery of the vehicles.

The reason RFTA applied for grants to replace these vehicles is that both vehicles (G14 & G15) will be 10 years old in 2025. They are both 2015 vehicles.

G14 currently has 117,972 miles on it.

G15 currently has 111,799 miles on it.

The FTA's recommended useful life of these type of vehicles (cutaways) is 10 years and 100,000 miles.

Attachments to this email:

- Federal Transit Admin’s Useful Life Guidelines (FTA TAM ...)
- Price estimate – G14 G15 Replacement – Good til Nov 30, 2024 (G14 G15 Replacements ...)
- Grant application – (Super Call 2... )
- The grant awards list with ours highlighted --- (2024 CCCP ... )
- The Notice of Funding Availability that guided our application --- (NOFA ... )

Please let me know if you have questions for me or if I can provide any other useful documentation to help the BOCC make their decision.

Thanks.

Dawn

### **Dawn Dexter**

Pronouns: she/her/hers

[Why Pronouns Matter](#)

### **Operations Manager - Paratransit and Customer Service**

#### **Roaring Fork Transportation Authority**

1517 Blake Ave, Suite 202, Glenwood Springs, CO 81601

[ddexter@rfta.com](mailto:ddexter@rfta.com)

**970.379.5505 (cell)**



For the Traveler vehicles, per **attached** backup application, **RFTA is required to match \$63,328**, so we will need to determine how to work with the GarCO SAB for local match, if any.

**Table 4: Available Funding Programs for 2024 Capital Call for Projects**

Funding Program	Amount Available*
<b>FTA 5339: Formula Program: Bus and Bus Facilities</b>	
Rural (all areas outside of urban areas)	\$3,925,000.00
Small Urban (Boulder, Castle Rock, Grand Junction, Greeley, Longmont, Lafayette/Louisville/Erie, and Pueblo SUZAs)	\$1,300,000.00
<b>FTA 5310: Enhanced Mobility of Seniors and Individuals with Disabilities Program</b>	
Rural (all areas outside of urban areas)	\$111,115.00
Small Urban (Boulder, Castle Rock, Grand Junction, Greeley, Longmont, Lafayette/Louisville/Erie, and Pueblo SUZAs)	\$457,000.00
<b>FTA 5311: Formula Grants for Rural Areas Program</b> (all areas outside of urban areas)	\$6,570,000.00
<b>FASTER Transit funds (Rural Assistance - Fleet)</b>	\$4,100,000.00
<b>FASTER (Urban Set Aside Capital Fleet)</b>	\$3,900,000.00
<b>Settlement Program funds</b>	\$16,800,000.00
<b>CTE Grant Fund</b>	\$15,000,000.00
<b>TOTAL</b>	<b>\$52,163,115.00</b>

Vehicle Type	Total Cost	Federal/State Share (Up to 80%)	Local Share (Min of 20%)
Cutaway (i.e. BOC, airport shuttle)	\$158,320	\$126,656	\$31,664
Cutaway (i.e. BOC, airport shuttle)	\$158,320	\$126,656	\$31,664
<b>Total Vehicle Costs:</b>	<b>\$316,640</b>	<b>Total Federal/State Share:</b>	<b>\$253,312</b>
<b>Total Local Share:</b>	<b>\$63,328</b>		

**Jason White**

RFTA Assistant Planner

970-384-4968 office

970-379-4303 cell

[jwhite@rfta.com](mailto:jwhite@rfta.com)

This sender is trusted.

Applicants for 2024 CCCP Funding,

Thank you for your patience. We are excited to announce the result of the 2024 Consolidated Call for Capital projects (CCCP) application process. You are receiving this notice because you are listed as a contact on your agency's application.

## **Background**

The amount of FTA and FASTER funding originally made available in this call for the project was approximately \$22.4 M. Due to the budgeting and apportionment timing issues we have been recently facing, we were forced to reduce the amount of available funds for 5311 eligible projects by around \$1.75M. We went into this CCCP with only \$112K in 5310 Rural and \$457k in FTA 5310 SUZA funds, but with debudgets/deobligations from residuals in 2023 Op/MM projects, we were able to nearly double that amount. In the end, \$20.8M was available for projects.

We received a total of 59 applications with requests for over \$30.2M. The total awards amount of this CCCP is \$20.4M. The requests were in the following categories:

- 65 revenue service vehicles awarded for a total of \$17.5M in funding
  - o 51 Replacement Vehicles
  - o 14 Expansion Vehicles
- 12 Other Capital projects awarded for a total of \$2.9M in funding
  - o One Bus Refurbishment
  - o Four Equipment Purchases/Installations
  - o Two Gondola projects
  - o Three Software/IT projects
  - o Two Facility Construction projects
- Three applicants were awarded "base bus" funding for vehicles awarded by the Clean Transit Enterprise (CTE) and from Settlement funds.
- Four applicants were awarded funds "as match", bringing the total federal/state share of those projects to 92%.
- 12 applications were not awarded any DTR funds. The reason for denial of each project can be found in Table 3 of the attached workbook.

## **Award Tables**

Attached are tables that summarize the 2024 CCCP Awards.

- Tables 1 and 2 list projects awarded both FTA and FASTER funds and show the total Federal/State Share amount awarded.
- Table 3 lists all projects which were not awarded funding along with the rationale for those decisions.
- Table 4 lists all projects which sought funds "as match" and the rationale for awarding, or not, those additional funds.

Depending on the number of applications submitted, your agency may appear on more than one list.

## **Moving Forward—What's Next?**

Following this notice, the Award Lists will be posted on DTR's website. Next, the process of programming projects in COTRAMS will begin with the issuance of the Proposed

Awards/Award Offer Letters. As in the past, you or someone at your agency will receive an email notifying you of the issuance of that letter and request for review and signature.

**Pre-Award Authority and Pre-Performance Purchase Authorization**

Please note that 2024 CCCP projects **DO NOT** have pre-award authority or pre-performance purchase authorization. As such, do not place any vehicle orders or enter into any purchasing arrangements until after you have an executed grant agreement with CDOT.

**Application Protest**

As stated in the original Notice of Funding Availability (NOFA), applicants have the right to protest a grant denial or award amount decision made by DTR within 30 days of receipt of **this** email notice. For details, please refer to the NOFA.

We look forward to working with you to implement your project. If you have any questions or concerns, please feel free to contact me, Audrey Dakan, or Sarah Collette.

Congratulations!

Shilpa Kulkarni  
she/her/hers  
Transit Capital Programming Specialist



P 303.512.4054 | F  
303.757.9727  
2829 W. Howard Pl., Denver, CO 80204  
[shilpa.kulkarni@state.co.us](mailto:shilpa.kulkarni@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)

The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. This message may be an attorney-client communication and/or work product and as such is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.



August 15, 2024

Re: SFY2024-25 Colorado Fostering Success Voucher Program Award

Dear Director Longhurst-Pritt,

The purpose of this letter from the Division of Child Welfare is to provide Garfield County with the Colorado Fostering Success Voucher Program award information, and County Financial Management System (CFMS) codes for through June 30, 2025 State Fiscal Year (SFY). This information should be shared with county finance staff.

**Background Information**

SB23-082 Colorado Fostering Success Voucher Program was signed into law on June 5, 2023. The purpose of this program is to provide housing vouchers to eligible recipients and to provide developmentally appropriate case management services to voucher recipients.

Chafee and/or Colorado Foster Youth Successful Transition to Adulthood (State Grant) programs will serve youth who qualify for services according to 12 CCR 2509-4 (7.305.43) and align with the requirements of SB23-082. For additional guidance and information that was provided for the application consult the Informational Memorandum [IM-CW-2023-0045](#).

**Division of Youth Services (DYS) Community Placements**

Services to young people in Division of Youth Services (DYS) community placements are addressed in the approved application. Eligible DHS youth are included in the service population projections provided by the program.

**Colorado Fostering Success Voucher Application Review**

Your county program has submitted the Colorado Fostering Success Voucher application and your agency has already been approved for funding for Chafee award and now for the state grant program. Additional questions will be included in the Chafee Annual Report so that counties can identify what services and supports were implemented utilizing the supplemental funding.

**Funding Information**

All the necessary information to access the July 1, 2024 through June 30, 2025 Colorado Fostering Success Voucher award has been received. **The Garfield County Chafee/State Grant Program is approved to expend a total of \$28,880 in Colorado Fostering Success Voucher Program funding.**

The County must enter expenditures into the County Financial Management System (CFMS). This award must be accounted for separately from previously awarded funds. To report State Grant program expenditures use the following codes:

Program Code	Function Code	Description
W517	1521	Landlord recruitment incentives and deposits
W517	1522	Direct Service Delivery (Personnel Costs)
W517	1523	Purchase of Service
W517	1524	Youth Direct

**Definitions of accounting codes**

Landlord recruitment incentives and deposits (1521): Funding utilized for landlord engagement, recruitment, or incentives. This funding can be utilized to pay additional safety deposits, damage or mitigation payments made to the landlord, and incentives that are paid to the landlord for accepting one of the housing vouchers.



Direct Service Delivery (personnel costs) (1522): Costs of employee salaries/wages and benefits that are working with the program to support the implementation and case management of the housing voucher recipients.

Example of personnel line items include:

Case manager: Direct program time associated with providing leadership to the program.

Administrative staff: Administrative support positions such as a receptionist, administrative assistant or program assistant, general clerical help, temporary help, etc.

Purchase of Service (1523): Indicate information for each specific provider from whom case management services are proposed to be purchased. The definition of 'purchase of service contracts' is found in 12 CCR 2509-1 (**Volume 7.607**).

Youth Direct (1524): This is considered flexible funding that is utilized to support youth in obtaining the housing voucher, leasing with an eligible landlord, and ongoing financial assistance while in the Colorado Fostering Success Voucher. Examples of relevant expenses include but are not limited to application fees, deposit assistance, utility deposit/payments, payment for furnishings, bridge housing, etc.

### Expenditure Timelines and Reporting

Fostering Success Program awards must be expended prior to June 30, 2024. In order for expenditures to be reflected during July 1, 2024 through June 30, 2025, expenditures must occur prior to June 30, 2025 and must be entered into CFMS by the 5th business day after June 30, 2025. Guidance will be available from CDHS settlement accounting if needed.

There is not a required match for the Fostering Success Program funds.

Colorado Fostering Success, Colorado Foster Youth Successful Transition to Adulthood, and Chafee program funds may be used to supplement, but cannot supplant or replace, other available funds for Independent Living Services such as mandatory independent living planning, services provided by the county caseworker, and services that may be contracted for or provided through congregate care, parole aftercare, or other community placement services.

If you have questions regarding operations and delivery of services for the Chafee program, please contact Derek Blake at 303-728-4201 or at [Derek.Blake@state.co.us](mailto:Derek.Blake@state.co.us)

Sincerely,

*Joe Homlar*

Joe Homlar  
Director  
Division of Child Welfare

Cc: N/A  
Enclosures: N/A





195 W. 14<sup>th</sup> Street  
Rifle, CO 81650  
(970) 625-5200

2014 Blake Avenue  
Glenwood Springs, CO 81601  
(970) 945-6614

Board of Health  
Monday, October 21, 2024

1. Quarterly Communicable Disease Report – Garfield County Public Health Communicable Disease Surveillance and Response Team



## Public Health

### Board of Health Report Monday, October 21, 2024

#### Communicable Disease Report:

Quarterly Communicable Disease Report – Garfield County Public Health Communicable Disease Surveillance and Response Team

---

#### Report: Contracts/Agreements signed by Public Health Director.

1. Signed the Colorado Mountain College Clinical Affiliation Agreement. CMC and Garfield County Public Health agree to work together to establish and maintain a quality clinical rotation program. Public Health agrees to take an active role in suggesting or establishing education policy, curriculum and course content.
2. Signed the 2024/2025 CCPD Program - Healthy Beverage contract. The contract is between Garfield County Public Health and Denver Health & Hospitals Authority (a subdivision of the State of Colorado). The purpose of the contract is to decrease the consumption of sugary drinks to prevent chronic diseases and address health inequities in Colorado, specifically in populations most burdened by too much weight for health, type II diabetes, heart disease, cancer and high blood pressure. The contract is in the amount of \$91,170.00
3. Signed the 2024/2025 Cooking Matters Agreement. Agreement is between Nourish Colorado and Garfield County Public Health. The purpose of the contract is to help end childhood hunger by inspiring families to make healthy, affordable food choices. Programs teach parents and caregivers with limited food budgets to shop for and cook healthy meals. The agreement is in the amount of \$42,802.00

Respectfully Submitted,

Joshua Williams,  
Public Health Director

*Garfield County Public Health Department – Working to Promote Health and Prevent Disease*



195 W. 14<sup>th</sup> Street  
Rifle, CO 81650  
(970) 625-5200

2014 Blake Avenue  
Glenwood Springs, CO 81601  
(970) 945-6614

## Communicable Diseases Report

8 Oct 2024

- I. The California Department of Public Health (CDPH) on October 5 [reported](#) a potential third human H5 avian influenza infection in a worker who had contact with sick cows at a Central Valley farm. Confirmation testing is underway at the US Centers for Disease Control and Prevention (CDC). If confirmed, the illness would mark the third recent H5 infection in a California dairy worker.

**The Federal Government** is spending \$72 million to prepare ready-to-use vials and syringes of vaccine that could help protect against the bird flu, though it's not recommending people get the shots.

**Why it matters:** As the virus spreads through dairy and poultry farms across parts of the U.S., officials emphasize risk to humans remains low but want to be ready if it were to mutate and become more transmissible.

- There have been 16 human cases of **H5N1** in the U.S. this year.

If confirmed by the CDC, the latest illness would push the nation's human H5 case count since the first of the year to 17. All but one—which involves a patient from Missouri—have been connected to contact with sick cows or poultry.

In related developments, the US Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) has [confirmed](#) 26 more H5N1 outbreaks in cows at California dairy farms, pushing the national total to 282 across 14 states.

### **First Marburg Virus Disease Outbreak in the Republic of Rwanda**

- II. The health ministry in Rwanda has reported a steady rise in Marburg virus cases over the past few days, and in quickly evolving developments, the country received a shipment of investigational Marburg vaccine and began immunizing healthcare workers.  
In updates over the last 3 days, Rwanda's health ministry announced the confirmation of 20 more cases and 1 more death, raising the [outbreak total](#) to 56 cases, which includes 12 people who have died from their infections.

Distributed via the CDC Health Alert Network

III. [Mpox vaccine campaign launches in DRC, with first doses to healthcare workers](#)

The DRC has reported more than 30,000 suspected and laboratory-confirmed mpox cases this year.

IV. Kindergarten vaccination rates in the United States decreased in more than 30 states in the 2023-2024 school year, while the number of students exempted from one or more vaccines reached an all-time high, according to [new CDC data](#).

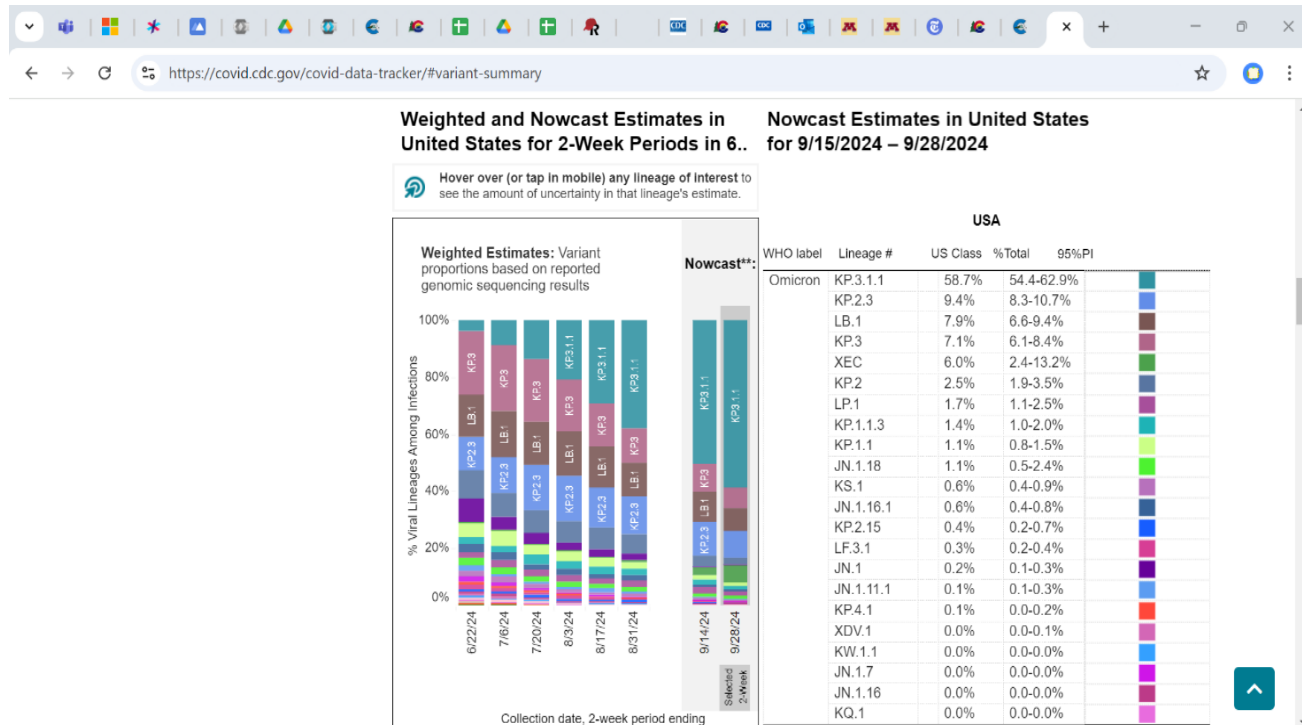
V. **Last updated October 2, 2024**

Wastewater treatment facilities participating in the [CDPHE Wastewater Surveillance Program](#) submit two samples per week. A statistical time series model is used to determine the trend of SARS-CoV-2 viral concentrations for each individual facility for the date each sample is collected. We review these trends and determine their trend category each week based on the following criteria:

**Steady Increase - 2**

VI. A **steady increase** means the viral concentrations of the two most recent samples reflect a statistically significant increase relative to earlier samples from that facility.

Glenwood Springs  
Pueblo



VII. On October 16, 2024, CDPHE will launch a new, combined Viral Respiratory Disease Dashboard that includes data for COVID-19, influenza, and RSV. The CDPHE COVID-19 data dashboard data will be included on the new Viral Respiratory Dashboard.

VIII. CDPHE reporting **hospitalizations** thru EpiTrax on dashboard page w/ outbreaks (OB)s  
EpiTrax measuring hospitalizations: In Garfield County we have had Sept. **4** hospitalizations

**1** OB in residential living facilities

XI. Get Your Free-At-Home COVID Test

X. Of Note: Per Cidrap / *September 26, 2024 Center for Infectious Disease Research and Policy*

"Oral Paxlovid (nirmatrelvir-ritonavir) is highly effective at preventing hospitalization and death from COVID-19, yet it has been remarkably underused, even by patients at highest risk from COVID-19, since its December 2021 introduction in the US," the researchers wrote. "The reasons behind this underuse are still unclear."

They found that, even among respondents who were aware of Paxlovid, many misunderstood its effectiveness (39%), adverse effects (86%), and the need to take the drug within 5 days of symptom onset (61%), all of which may contribute to underuse.

Lower awareness and misbeliefs were more common among medically vulnerable and disadvantaged groups who stand to benefit most from Paxlovid, including those not vaccinated against COVID-19 and those of lower educational attainment or Black or Hispanic race.

"Despite media coverage, direct-to-consumer advertisements, and messaging by public health and health care institutions during COVID-19, these results indicate that a majority of the American public has no or low awareness of Paxlovid," the authors wrote.

Per Cidrap *September 26, 2024*

Produced by: Mercedes M. Wilson

Garfield County Public Health

8 October 2024



attached form certification, see Exhibit A. Individual employees do not have the authority to bind the Board or the County as an organization without expressly delegated authority.

BE IT FURTHER RESOLVED that the County complies with all applicable state and federal laws and nothing in this Resolution limits the authority of the Board. Public Health and DHS must provide this Resolution to the state agencies when executing the required Third-Party Entity/Organization certification for Access to PII through a Database or Automated Network.

This Resolution shall be effective immediately upon its adoption and will remain in effect until repealed or replaced as deemed appropriate by the Board.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
GARFIELD COUNTY, STATE OF COLORADO

\_\_\_\_\_  
Clerk to the Board  
Jacklyn Harmon

By: \_\_\_\_\_  
Chairman John Martin

Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

Tom Jankovsky Aye/Nay  
Mike Samson Aye/Nay  
John Martin Aye/Nay  
Commissioners  
\_\_\_\_\_

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, Joshua Williams,  
on behalf of Board of County Commissioners of Garfield County (a political subdivision of the state of Colorado)  
(legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: \_\_\_\_\_

Printed Name: Joshua Williams

Title: Public Health Director

Date: \_\_\_\_\_

Exhibit A  
10/21/24  
GarCo Resolution  
Signature Authority only for County  
Departments

*Tom Jankovsky, Chair Pro Tem*  
District 1

*John Martin, Chair*  
District 2

*Mike Samson*  
District 3



October 21, 2024

Dear Colorado Broadband Office,

Garfield County is pleased to offer our support for Clearnetworx's anticipated applications for Broadband Equity, Access, and Deployment (BEAD) funding for several underserved areas within our county. As a local government committed to enhancing the quality of life for our residents, we recognize the importance of reliable, high-speed internet access for education, healthcare, and economic development.

Clearnetworx regional presence and dedicated efforts within our community will help ensure a successful BEAD deployment. The partnership between Garfield County and Clearnetworx will ensure that the development of broadband infrastructure aligns with the specific needs of our communities. By focusing on collaboration and leveraging local resources, we are confident that these projects will significantly enhance digital connectivity and foster long-term growth and innovation in our region.

Garfield County fully supports Clearnetworx's efforts and believes that their projects will have a lasting positive impact on our community. We encourage the Colorado Broadband Office to give full consideration to these potential applications and to recognize the value that expanded broadband access will bring to our residents.

Thank you for your attention to this matter. Should you have any questions or require further information, please do not hesitate to reach out to us.

Sincerely,

---

John Martin, Chair

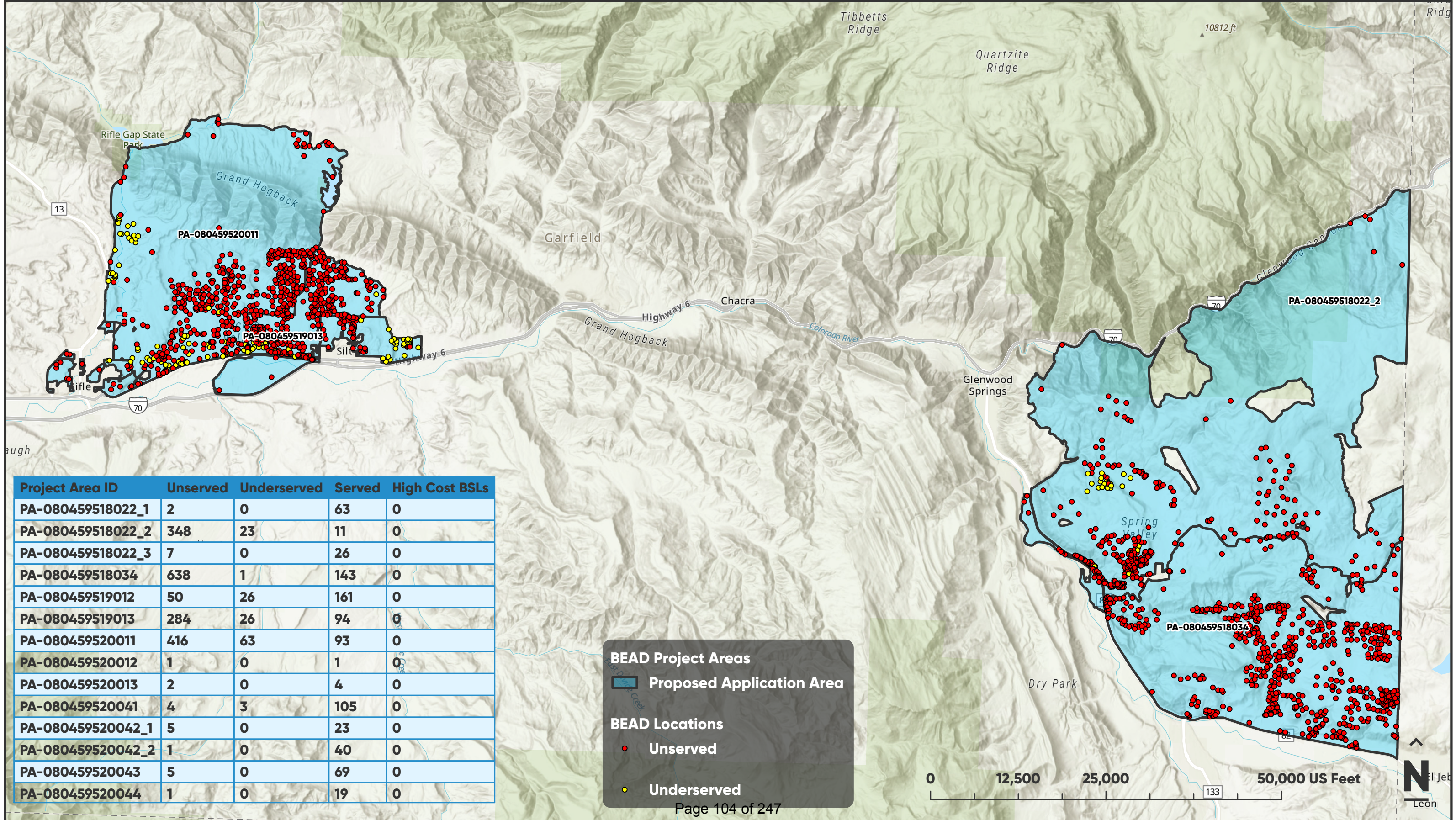
---

Mike Samson

---

Tom Jankovsky





Project Area ID	Unserved	Underserved	Served	High Cost BSLs
PA-080459518022_1	2	0	63	0
PA-080459518022_2	348	23	11	0
PA-080459518022_3	7	0	26	0
PA-080459518034	638	1	143	0
PA-080459519012	50	26	161	0
PA-080459519013	284	26	94	0
PA-080459520011	416	63	93	0
PA-080459520012	1	0	1	0
PA-080459520013	2	0	4	0
PA-080459520041	4	3	105	0
PA-080459520042_1	5	0	23	0
PA-080459520042_2	1	0	40	0
PA-080459520043	5	0	69	0
PA-080459520044	1	0	19	0

**BEAD Project Areas**

- Proposed Application Area

**BEAD Locations**

- Unserved
- Underserved





AGENDA SHEET

Board Meeting Date: **October 21, 2024**  
Agenda Category: **Action Item**  
Date of Agenda Sheet: **October 15, 2024**  
Prepared and Presented By: **Coral Miller**

**SUBJECT:** Request to consider applicants to fill Fair Board vacancies.

**SUMMARY:** The terms of three Fair Board members (Duston Harris, Eileen Sheets, and Klayton Costanzo) expired on October 15, 2024. These three positions will need to be filled from a pool of seven individuals, including six new applicants and one existing Board member requesting a reappointment.

**DISCUSSION:** Article II, Section 5 of the Fair Board Second Amended Bylaws (2017) indicates that the BOCC shall fill vacancies on the Fair Board by majority vote. Fair Board members Klayton Costanzo and Eileen Sheets resigned at the end of their terms and Duston Harris has requested reappointment for another three-year term. Additionally, we received six applications from Garfield County residents to serve on the board: Lisa Stoeber, Dan Niles, Stephanie May, Mackenzie Hano, Keshia Sheets, Luke Goolsby and Brackett Pollard. The Fairgrounds and Events Department advertised for Fair Board applications in two local newspapers twice, as well as posting on the County Fair Facebook page and website.

**RECOMMENDATION:** Consider the applicants/applications and letter of interest in renewal in order to fill the three positions.

**ACTION REQUIRED:** Vote at the next BOCC meeting on November 4, 2024.

**Attached:** Please see six applications attached and one renewal letter.

## Coral Miller

---

**From:** duston harris <duston79@msn.com>  
**Sent:** Wednesday, September 11, 2024 9:42 PM  
**To:** Coral Miller  
**Cc:** Fred Jarman  
**Subject:** Re: Fair Board Term - RESPONSE REQUIRED

Dear Commissioners,

I hope this letter finds you well. I am writing to respectfully request your consideration for my reappointment as a member of the Garfield County Fair Board. It has been a privilege to serve on the board, and I believe my continued involvement will further benefit the success of our county fair.

During my time on the board, I have worked diligently to contribute to the fair's growth and improvement. I am passionate about serving our community and ensuring the fair remains an event that reflects the best of Garfield County's agricultural heritage and spirit. I am excited about the possibility of continuing to work alongside my fellow board members to make the fair even more successful in the coming years.

Thank you for your time and consideration of my request. I look forward to the opportunity to continue serving Garfield County in this capacity.

Sincerely,  
Duston Harris  
Sent from my iPhone

On Sep 11, 2024, at 4:03 PM, Coral Miller <cmiller@garfield-county.com> wrote:

Hello Duston,

As discussed at the last FB meeting, your term for Fair Board is expiring. Thank you so much for your contribution to the success of the Garfield County Fair.

Garfield County needs a response in writing if you will be resigning your seat or requesting reappointment.

In order to have adequate time to advertise and receive applications....

**Please respond to this email by Monday September 16, 2024, on your decision.**

Thank you,  
**Coral Miller**  
Fairgrounds and Events Manager

## Garfield County Fair Board

---

### Description Area

APPLY TO BE A FAIR BOARD MEMBER -.Please help us get to know you. In an effort to match your talent, skills, experience, and personal interests with the needs of the Fair Board, we request that you provide us with the following information. Please submit your completed application to by October 11, 2024, at 5 p.m. Upon submission, a copy will be provided to Garfield County Fairgrounds Manager Coral Miller with the date and time included, and will also be copied to your provided email address.

---

### Fair Board applicant

---

#### Name

Brackett Pollard

---

#### Address

6875 County Road 233  
Silt , CO 81652

---

#### Mobile phone

(970) 379-7729

---

#### Email

pollardbrackett@gmail.com

---

#### Current or most recent work experience - include time frame, employer, title and duties

ANB Bank Glenwood Springs  
June 2022- Present  
Commercial and Agricultural Lender  
Vice President  
Manage Relationships within the bank. Work primary with commercial customers locally  
Agricultural Portfolio across 3 states.  
  
Also, Active in family owned cattle operation

---

#### Second most recent work experience - include time frame, employer, title and duties

Pollard Livestock INC  
Owner  
2011 to present  
Day to day operations of cow calf/ backgrounding operation located in Silt

---

#### Education and training - schools, locations, time frame, degree or diploma

Rifle High School diploma  
  
Colorado State University Bachelors Degree in Agricultural Business  
  
Oklahoma State University Master in Entrepreneurship emphasis in finance

---

### Personal or work references

---

**Description Area**

ReferencesPlease list two references whom have known you for a length of time and have knowledge of your character and personality. Although serving in a volunteer, advisory role, the Fair Board is entrusted with making both financial and public decisions. With this in mind, our goal is to have high quality individuals with a concern for the future well-being and longevity of the Fair & Rodeo.

**First reference - name**

John Ward

**First reference address**

ANB Bank Aspen

**First reference relationship**

Mountain Region President

**First reference phone**

(970) 948-8104

**Second reference name**

Leah Bergner

**Second reference address**

Garfield County Fair Board

**Community service**

**Tell us a bit about why you are interested in being on the Fair Board:**

I would like to give back to my community and be involved with a board that has a large impact on the county in which i was born and raised. Further, I believe members of production agriculture should have strong representation on the board.

**What areas of expertise, skills or strengths might you have to help the board and the fair?**

Banking  
Agriculture  
Budget analysis

**What do you feel the fair brings to our community, citizens and youth?**

The fair is the highlight of the summer. It brings the community together on an annual basis reuniting old friend and building new networks.

it is a chance for Citizens to see the rich heritage of Garfield County

For the youth it provided an opportunity to grow as i have witness personally as well as watching my children

**Description Area**

Please call Garfield County Fair & Rodeo Manager, Coral Miller, 970-945-1377, ext. 4002 with any questions.&nbsp;If you wish, you may send your resume or supporting information to her directly upon request of her email address.

**Verification of application and accuracy**

**Have you ever been convicted in a court of law of a felony or a crime of dishonesty, violence, domestic violence, or any crime of a sexual nature? If yes, full details will be requested at a later date.** No

---

**Description Area**

Statement of verification  
By entering my name below, I hereby certify that the information herein is a true and complete statement of my personal and professional record to date and falsification or omission to my application or any supplement to it will be sufficient grounds for failure to elect to, or for my removal from the Fair Board of Directors.

---

**Potential board member**

Brackett Pollard

---

**Date/Time**

Oct 11, 2024 12:37 PM

---

## Garfield County Fair Board

**Description Area** APPLY TO BE A FAIR BOARD MEMBER -.Please help us get to know you. In an effort to match your talent, skills, experience, and personal interests with the needs of the Fair Board, we request that you provide us with the following information. Please submit your completed application to by October 11, 2024, at 5 p.m. Upon submission, a copy will be provided to Garfield County Fairgrounds Manager Coral Miller with the date and time included, and will also be copied to your provided email address.

### Fair Board applicant

<b>Name</b>	Luke Goolsby A
<b>Address</b>	51 cedar drive Silt, CO 81652
<b>Mobile phone</b>	(970) 618-1082
<b>Email</b>	luke5goolsby5@gmail.com
<b>Current or most recent work experience - include time frame, employer, title and duties</b>	I currently work for Martinez western. I am there lead equipment operator. I've been in excavation all my life.
<b>Second most recent work experience - include time frame, employer, title and duties</b>	I had my own hot shoting buisness
<b>Education and training - schools, locations, time frame, degree or diploma</b>	High school diploma

### Personal or work references

<b>Description Area</b>	ReferencesPlease list two references whom have known you for a length of time and have knowledge of your character and personality. Although serving in a volunteer, advisory role, the Fair Board is entrusted with making both financial and public decisions. With this in mind, our goal is to have high quality Individuals with a concern for the future well-being and longevity of the Fair & Rodeo.
<b>First reference - name</b>	Bill Collins
<b>First reference relationship</b>	Uncle
<b>First reference phone</b>	(970) 618-3209
<b>Second reference name</b>	Danny Martinez
<b>Second reference relationship</b>	Employer

**Community service**

---

**Tell us a bit about why you are interested in being on the Fair Board:**

I would like to be on the Garfield County Fair Board because I think I would be a good asset. When I say I would be a good asset I mean that I am young and I have fresh ideas. I would not want to change things as I do not like change but I do feel like I have fresh ideas and a new perspective. My kids are involved in 4-H and I do appreciate the program and would like to be involved in the organization of that, if that is where I am needed. I would like to help organize events and activities regarding the fairgrounds etc. I am a positive member of the community and would like to offer more of my help and to be more involved and joining the fair board would further my help in the community!

**What areas of expertise, skills or strengths might you have to help the board and the fair?**

My main expertise would consist of construction, farming, and I've worked for the city of New Castle doing their irrigation. I feel like I could help with a number of things. If for some reason there was equipment to be operated I would be helpful, if there is something involving personal relations I could do that. I was in FFA and have seen the ins and outs of that all my life and would have some input if it were needed.

**What do you feel the fair brings to our community, citizens and youth?**

I feel like the fair brings kids together, it offers an opportunity to bring the kids up in a community where they feel accomplished. The kids who raise livestock learn responsibility, pride in their project, respect for an animal, and raising good quality meat for the consumer. I feel this shows the community a different outlook on livestock and what it does for our youth and our farming industry. I feel that it brings our community together, our local businesses help support the kids in their endeavors. With all of this it brings our community together. The fair also brings family fun for those outside of a livestock or farming and ranching lifestyle out into the community to watch the rodeos or the livestock shows, demo derby and bringing families and friends together.

**Description Area**

Please call Garfield County Fair & Rodeo Manager, Coral Miller, 970-945-1377, ext. 4002 with any questions.&nbsp;If you wish, you may send your resume or supporting information to her directly upon request of her email address.

**Verification of application and accuracy**

---



**Have you ever been convicted in a court of law of a felony or a crime of dishonesty, violence, domestic violence, or any crime of a sexual nature? If yes, full details will be requested at a later date.** No

---

**Description Area**

Statement of verification  
By entering my name below, I hereby certify that the information herein is a true and complete statement of my personal and professional record to date and falsification or omission to my application or any supplement to it will be sufficient grounds for failure to elect to, or for my removal from the Fair Board of Directors.

---

**Potential board member**

Luke Goolsby

---

**Date/Time**

Oct 03, 2024 08:02 PM

---

## Garfield County Fair Board

**Description Area** APPLY TO BE A FAIR BOARD MEMBER -.Please help us get to know you. In an effort to match your talent, skills, experience, and personal interests with the needs of the Fair Board, we request that you provide us with the following information. Please submit your completed application to by October 11, 2024, at 5 p.m. Upon submission, a copy will be provided to Garfield County Fairgrounds Manager Coral Miller with the date and time included, and will also be copied to your provided email address.

### Fair Board applicant

<b>Name</b>	Keshia Sheets
<b>Address</b>	264 county road 338 Parachute, CO 81535
<b>Mobile phone</b>	(970) 618-7161
<b>Email</b>	keshiasheets@yahoo.com
<b>Current or most recent work experience - include time frame, employer, title and duties</b>	D?TERRA wellness advocate 13 years 4K Taxidermy owner 5 years
<b>Second most recent work experience - include time frame, employer, title and duties</b>	Realtor 10 years
<b>Education and training - schools, locations, time frame, degree or diploma</b>	Highschool diploma Ranum Highschool

### Personal or work references

<b>Description Area</b>	ReferencesPlease list two references whom have known you for a length of time and have knowledge of your character and personality. Although serving in a volunteer, advisory role, the Fair Board is entrusted with making both financial and public decisions. With this in mind, our goal is to have high quality individuals with a concern for the future well-being and longevity of the Fair & Rodeo.
<b>First reference - name</b>	Trish Worley
<b>First reference address</b>	Silt, CO 81652
<b>First reference relationship</b>	Friend
<b>First reference phone</b>	(970) 274-1404
<b>Second reference name</b>	Annie Macgregor

Second reference address Rifle, CO 81650

Second reference relationship Friend

Second reference phone (970) 620-2486

### Community service

**Tell us a bit about why you are interested in being on the Fair Board:** I served over 20 years ago and loved it. Had to step down when I was pregnant with our son and Jim Sheets (my uncle) took my spot. I would love to expand the fair and attract more towns than just Rifle. I would love to draw all of Garfield county and make it a well known county fair that people travel to come be apart of.

**What areas of expertise, skills or strengths might you have to help the board and the fair?** I am knee deep into rodeo as a former team roper, son the rides bulls and daughter who barrel races we know first hand how rodeos should be. I also used to run the Garfield County Royalty. I am good at marketing and promoting on social media. Love the livestock community.

**What do you feel the fair brings to our community, citizens and youth?** It brings everyone together no matter who you are we all enjoy a great county fair. I would say one word "unity"

**Description Area** Please call Garfield County Fair & Rodeo Manager, Coral Miller, 970-945-1377, ext. 4002 with any questions.&nbsp;If you wish, you may send your resume or supporting information to her directly upon request of her email address.

### Verification of application and accuracy

**Have you ever been convicted in a court of law of a felony or a crime of dishonesty, violence, domestic violence, or any crime of a sexual nature? If yes, full details will be requested at a later date.** No

**Description Area** Statement of verificationBy entering my name below, I hereby certify that the information herein is a true and complete statement of my personal and professional record to date and falsification or omission to my application or any supplement to it will be sufficient grounds for failure to elect to, or for my removal from the Fair Board of Directors.

**Potential board member** Keshia Sheets

**Date/Time** Sep 30, 2024 04:25 PM

## Garfield County Fair Board

---

**Description Area**

APPLY TO BE A FAIR BOARD MEMBER -.Please help us get to know you. In an effort to match your talent, skills, experience, and personal interests with the needs of the Fair Board, we request that you provide us with the following information. Please submit your completed application to by October 11, 2024, at 5 p.m. Upon submission, a copy will be provided to Garfield County Fairgrounds Manager Coral Miller with the date and time included, and will also be copied to your provided email address.

---

**Fair Board applicant**

---

**Name**

Mackenzie A Hano

---

**Address**

634 County Road 228  
Silt, CO 81652

---

**Mobile phone**

(970) 456-5522

---

**Email**

mhano@garfieldre2.net

---

**Current or most recent work experience - include time frame, employer, title and duties**

I am currently employed by the Garfield RE-2 School District as a 7th grade Social Studies teacher at Rifle Middle School. I have been in this position for three years, starting in August 2021. My duties include developing lesson plans, teaching students about historical events and cultures, assessing student progress, and collaborating with other educators to create an engaging learning environment. In addition, I serve as the freshman volleyball coach at Rifle High School, where I focus on developing skills and teamwork among the players during my first year in this role. Furthermore, I am also entering my second year as the girls' basketball coach at Rifle Middle School, where I am dedicated to promoting sportsmanship and physical fitness.

---

**Education and training - schools, locations, time frame, degree or diploma**

I graduated from Rifle High School in 2017. After completing high school, I attended college for a brief period before transferring to Grand Canyon University. This October, I will be graduating with a Bachelor's degree in Arts and History. My educational journey has been enriching, and I am excited to apply my knowledge in the field.

---

**Personal or work references**

---

**Description Area**

ReferencesPlease list two references whom have known you for a length of time and have knowledge of your character and personality. Although serving in a volunteer, advisory role, the Fair Board is entrusted with making both financial and public decisions. With this in mind, our goal is to have high quality individuals with a concern for the future well-being and longevity of the Fair & Rodeo.

---

<b>First reference - name</b>	Jessica Wilson
<b>First reference address</b>	New Castle, CO
<b>First reference relationship</b>	Supervisor
<b>First reference phone</b>	(970) 366-0583
<b>Second reference name</b>	Jenny Nipper
<b>Second reference address</b>	New Castle, CO
<b>Second reference relationship</b>	Supervisor
<b>Second reference phone</b>	(970) 355-4130

### Community service

**Tell us a bit about why you are interested in being on the Fair Board:**

I am interested in being on the Fair Board because I believe that the fair is essential for bringing our community together. I have volunteered at several local events and have seen how much joy they bring to families and individuals. I am particularly passionate about promoting local agriculture and supporting our farmers, as they play a vital role in our economy. I want to help plan events that celebrate our community's rich history and culture while also providing educational opportunities for younger generations. Being on the Fair Board would allow me to contribute my organizational skills and creativity to make our fair a memorable experience for everyone.

**What areas of expertise, skills or strengths might you have to help the board and the fair?**

I possess strong organizational skills and communication which will greatly benefit the board and the fair. My experience in coordinating events has equipped me with the ability to manage timelines, allocate resources efficiently, and lead teams to achieve common goals. I have successfully organized various community events, ensuring that each detail is meticulously planned and executed, resulting in positive feedback from participants and stakeholders. Furthermore, my problem-solving abilities allow me to navigate challenges effectively, ensuring that the fair runs smoothly and meets the expectations of our community. In addition to my organizational skills, I have a passion for community engagement and outreach. I have developed effective communication strategies that encourage participation and foster collaboration among diverse groups. My strengths in building relationships will aid in cultivating partnerships with local businesses and organizations, ensuring the fair's sustainability and success in the long term.

**What do you feel the fair brings to our community, citizens and youth?**

The upcoming fair brings immense value to our community, citizens, and youth. It fosters a sense of togetherness that strengthens community bonds and promotes local businesses, showcasing the rich culture that makes our area unique. Events like these create a welcoming space for families and friends to come together, share experiences, and celebrate our diverse backgrounds. The fair not only offers entertainment but also serves as a platform for local artisans, farmers, and entrepreneurs to highlight their products and services, boosting the local economy. For our youth, the fair serves as a fantastic opportunity for learning and engagement. It allows them to explore new interests, whether it's through participating in 4-H programs, trying out new activities, or volunteering in various capacities. My own experiences in the 4-H and royalty programs have shown me how valuable these opportunities can be. Young people develop essential social skills, build confidence, and form lasting friendships. The fair truly enriches their lives by promoting engagement in the community and helping them discover passions that could shape their futures.

---

**Description Area**

Please call Garfield County Fair & Rodeo Manager, Coral Miller, 970-945-1377, ext. 4002 with any questions.&nbsp;If you wish, you may send your resume or supporting information to her directly upon request of her email address.

---

**Verification of application and accuracy**

**Have you ever been convicted in a court of law of a felony or a crime of dishonesty, violence, domestic violence, or any crime of a sexual nature? If yes, full details will be requested at a later date.** No

---

**Description Area**

Statement of verificationBy entering my name below, I hereby certify that the information herein is a true and complete statement of my personal and professional record to date and falsification or omission to my application or any supplement to it will be sufficient grounds for failure to elect to, or for my removal from the Fair Board of Directors.

---

**Potential board member**

Mackenzie Hano

---

**Date/Time**

Sep 26, 2024 11:00 AM

---

## Garfield County Fair Board

**Description Area** APPLY TO BE A FAIR BOARD MEMBER -.Please help us get to know you. In an effort to match your talent, skills, experience, and personal interests with the needs of the Fair Board, we request that you provide us with the following information. Please submit your completed application to by October 11, 2024, at 5 p.m. Upon submission, a copy will be provided to Garfield County Fairgrounds Manager Coral Miller with the date and time included, and will also be copied to your provided email address.

### Fair Board applicant

<b>Name</b>	Stephanie May
<b>Address</b>	1273 E 18th Way Rifle, CO 81650
<b>Mobile phone</b>	(970) 404-1400
<b>Email</b>	travisteph06@gmail.com
<b>Current or most recent work experience - include time frame, employer, title and duties</b>	State Farm- Office Manager December 2014-present Insurance sales, customer service, employee management
<b>Education and training - schools, locations, time frame, degree or diploma</b>	Rifle High 2002 CNCC Rangely- 2002-2003

### Personal or work references

**Description Area** ReferencesPlease list two references whom have known you for a length of time and have knowledge of your character and personality. Although serving in a volunteer, advisory role, the Fair Board is entrusted with making both financial and public decisions. With this in mind, our goal is to have high quality individuals with a concern for the future well-being and longevity of the Fair & Rodeo.

<b>First reference - name</b>	Larry McCown
<b>First reference address</b>	804 Mesa Dr Rifle, CO 81650
<b>First reference relationship</b>	Personal Friend
<b>First reference phone</b>	(970) 379-1405
<b>Second reference name</b>	Jesse Dalton
<b>Second reference address</b>	431 E 10th St Rifle, CO 81650

Second reference relationship      Boss/friend

---

Second reference phone              (970) 250-1002

---

### Community service

---

**Tell us a bit about why you are interested in being on the Fair Board:**

I would love to hold a seat on the Garfield County Fair Board. I enjoy helping where I can and being involved in the community. I have attended Garfield County Fair since I was a little girl and have always admired the people that make it such a wonderful event. Working in the community you hear a lot of feedback, good, bad, and indifferent. I have always said if you something to say about it and you are not willing to do anything about it then maybe you should keep you opinion to yourself. With that being said I feel like this board as done an exceptional job and would like to get involved.

---

**What areas of expertise, skills or strengths might you have to help the board and the fair?**

I am a Garfield County native, attending our fair for 40 years. I have connections to the community and feel that I would benefit your board. Before becoming the office manager at State Farm I was the club manager at the Rifle Elks Lodge were we did many charitable events. I organized many community events. I have strong communication skills and work well with others. While I understand that you can not make everyone happy it is my goal to do the best I can to help make the majority of the people happy. Hear options and have discussions about what we can do to make as many people happy as possible. The board has done the most amazing job with fair in the last few years and I would love to be apart of it to continue the great work that is being done.

---

**What do you feel the fair brings to our community, citizens and youth?**

The fair is a way to celebrate our county's history and heritage. It brings the community together as one. The 4-H and FFA program that goes along with the fair teaches the youth responsibility, integrity, and comradery. It is a time to get together and support one another. Bringing in events for our community to watch and participate in. Having the fair brings the whole town business. It is a chance for all different types of people to get together and celebrate our wonderful community.

---

**Description Area**

Please call Garfield County Fair & Rodeo Manager, Coral Miller, 970-945-1377, ext. 4002 with any questions.&nbsp;If you wish, you may send your resume or supporting information to her directly upon request of her email address.

---

### Verification of application and accuracy

---



Have you ever been convicted in a court of law of a felony or a crime of dishonesty, violence, domestic violence, or any crime of a sexual nature? If yes, full details will be requested at a later date. No

---

**Description Area**

Statement of verification  
By entering my name below, I hereby certify that the information herein is a true and complete statement of my personal and professional record to date and falsification or omission to my application or any supplement to it will be sufficient grounds for failure to elect to, or for my removal from the Fair Board of Directors.

---

**Potential board member**

Stephanie May

---

**Date/Time**

Oct 01, 2024 02:30 PM

---

## Garfield County Fair Board

**Description Area** APPLY TO BE A FAIR BOARD MEMBER -.Please help us get to know you. In an effort to match your talent, skills, experience, and personal interests with the needs of the Fair Board, we request that you provide us with the following information. Please submit your completed application to by October 11, 2024, at 5 p.m. Upon submission, a copy will be provided to Garfield County Fairgrounds Manager Coral Miller with the date and time included, and will also be copied to your provided email address.

### Fair Board applicant

**Name** Dan Niles Dan Niles

**Address** 314 Roundtree RD  
Rifle, CO 81650

**Mobile phone** (970) 930-2800

**Email** dan@nilesaudiousa.com

**Current or most recent work experience - include time frame, employer, title and duties** I own a small audio video company

**Second most recent work experience - include time frame, employer, title and duties** Colorado energy systems sub contractor for solar and generator work.

**Education and training - schools, locations, time frame, degree or diploma** I graduated high school in rural eastern Colorado in 1997 and went on to graduate college at Colorado mountain college with an associates in criminal justice in 2000

### Personal or work references

**Description Area** ReferencesPlease list two references whom have known you for a length of time and have knowledge of your character and personality. Although serving in a volunteer, advisory role, the Fair Board is entrusted with making both financial and public decisions. With this in mind, our goal is to have high quality individuals with a concern for the future well-being and longevity of the Fair & Rodeo.

**First reference - name** Leah Bergenger Leah

**First reference address** Bergenger

**First reference relationship** Friend

**Second reference name** Steve Hauquitz Steve

**Second reference address**                      Hauquitz

---

**Second reference relationship**              Friend

---

**Community service**

---

**Tell us a bit about why you are interested in being on the Fair Board:**      I am a small business owner that has sponsored the fair for a few years. I am also 4 h shooting sports leader and would like to contribute more to my community.

---

**What areas of expertise, skills or strengths might you have to help the board and the fair?**                      I was raised on a farm ranch in eastern Colorado and gave been around livestock and shooting sports my whole life.

---

**What do you feel the fair brings to our community, citizens and youth?**      I feel like fair brings community, hard work and determination.

---

**Description Area**                                      Please call Garfield County Fair & Rodeo Manager, Coral Miller, 970-945-1377, ext. 4002 with any questions.&nbsp;If you wish, you may send your resume or supporting information to her directly upon request of her email address.

---

**Verification of application and accuracy**

---

**Have you ever been convicted in a court of law of a felony or a crime of dishonesty, violence, domestic violence, or any crime of a sexual nature? If yes, full details will be requested at a later date.**      No

---

**Description Area**                                      Statement of verificationBy entering my name below, I hereby certify that the information herein is a true and complete statement of my personal and professional record to date and falsification or omission to my application or any supplement to it will be sufficient grounds for failure to elect to, or for my removal from the Fair Board of Directors.

---

**Potential board member**                      Dan Niles

---

**Date/Time**    Sep 28, 2024 06:04 PM

---

## Garfield County Fair Board

---

**Description Area** APPLY TO BE A FAIR BOARD MEMBER -.Please help us get to know you. In an effort to match your talent, skills, experience, and personal interests with the needs of the Fair Board, we request that you provide us with the following information. Please submit your completed application to by October 11, 2024, at 5 p.m. Upon submission, a copy will be provided to Garfield County Fairgrounds Manager Coral Miller with the date and time included, and will also be copied to your provided email address.

---

### Fair Board applicant

---

**Name** Lisa Stoeber

---

**Address** 510 Aspen Ave  
RIFLE, CO 81650

---

**Mobile phone** 17195883975

---

**Email** lisastoeber@ymail.com

---

**Current or most recent work experience - include time frame, employer, title and duties** Balcomb & Green, P.C. - Paralegal - 3 1/2 years employed - assisting attorneys with day to day needs such as drafting documents, keeping clients updated and cases current, coordinating with individuals for meetings, understanding current laws and statutes.

---

**Second most recent work experience - include time frame, employer, title and duties** State of Colorado, Judicial Branch - District Court Judicial Assistant - 6 1/2 years - in Boulder and Garfield County - assist district court judge with calendaring, entering correct codes to keep cases accurate, assisting the judge with case management.

---

**Education and training - schools, locations, time frame, degree or diploma** Bachelors in Business Management and minor in Marketing - Adams State University - 2011

---

### Personal or work references

---

**Description Area** ReferencesPlease list two references whom have known you for a length of time and have knowledge of your character and personality. Although serving in a volunteer, advisory role, the Fair Board is entrusted with making both financial and public decisions. With this in mind, our goal is to have high quality individuals with a concern for the future well-being and longevity of the Fair & Rodeo.

---

**First reference - name** Sara Stoeber

---

**First reference address** 8078 CR 107  
Mosca, CO 81146

---

**First reference relationship** Step Mom

---

<b>First reference phone</b>	(832) 585-7750
<b>Second reference name</b>	Andie Hall
<b>Second reference address</b>	Glenwood Springs, CO 81601
<b>Second reference relationship</b>	Associate Attorney / Coworker
<b>Second reference phone</b>	(505) 603-7058

**Community service**

**Tell us a bit about why you are interested in being on the Fair Board:** Growing up, I was involved in 4-H the second I was old enough. I showed sheep and participated in clothing projects which I was Grand Champion and State Qualified for almost every year. I showed steers for 2 years, which I absolutely loved because of all the hard work and dedication it took to make my animal look good. Then as a freshman I joined FFA (Sangre de Cristo chapter). The amount of learning I received such as public speaking, organization, respect, and excitement for ag will never be replaced. My dad was the fair board president for 4 years in Alamosa/Rio Grande County. Even though I could tell it was extremely hard work, I could also tell how important it was for him to have a successful fair for the kids involved. I have always wanted to get back into this community to help organize an event that I find is so important for the kids to learn how to work hard and continue to be dedicated in their passions. I also believe it's important to have a successful fair to show the kids that aren't involved that they too can participate.

**What areas of expertise, skills or strengths might you have to help the board and the fair?** Organization  
Commitment  
Timely  
Passion

**What do you feel the fair brings to our community, citizens and youth?** Hard work  
Dedication  
Excitement  
Rewarding  
Traditions

**Description Area** Please call Garfield County Fair & Rodeo Manager, Coral Miller, 970-945-1377, ext. 4002 with any questions.&nbsp;If you wish, you may send your resume or supporting information to her directly upon request of her email address.

**Verification of application and accuracy**

Have you ever been convicted in a court of law of a felony or a crime of dishonesty, violence, domestic violence, or any crime of a sexual nature? If yes, full details will be requested at a later date.

---

<b>Description Area</b>	Statement of verification By entering my name below, I hereby certify that the information herein is a true and complete statement of my personal and professional record to date and falsification or omission to my application or any supplement to it will be sufficient grounds for failure to elect to, or for my removal from the Fair Board of Directors.
-------------------------	--

---

<b>Potential board member</b>	Lisa Stoeber
-------------------------------	--------------

---

<b>Date/Time</b>	Oct 08, 2024 08:57 AM
------------------	-----------------------

---



#### AGENDA SHEET

Board Meeting Date: 10/21/2024  
Agenda Category: Action Item  
Date of Agenda Sheet: 10/17/2024  
Prepared and Presented By: Sam Carver, Airport Director

#### SUBJECT:

Recommendation and approval to execute a renewed lease with the Bureau of Land Management for office space at Garfield County Airport – CAO and Airport.

The Rifle Garfield County Airport will meet the requirements as found in the Solicitation Lease form numbering L24PL000, specifically leasing the U.S. Government – Bureau of Land Management - (Tenant) approximately 3,334 square feet of rentable office and related space with approximately 2,976 square feet usable as calculated by radius p.c. from the initial lease agreement.

#### SUMMARY:

The BLM entered into a lease agreement with Garfield County for property at the Rifle Garfield County Airport, on June 1, 2008, with the agreement expiring on May 31, 2023. The base lease rate for the facilities was \$5.06 per square foot annually with an additional utilities/janitorial lease rate of \$3.67 per square foot. The total cost per square foot was \$8.73 per square foot, which equals \$29,105 annually.

A Standstill Agreement was executed on May 15, 2023, and expired on May 31, 2024. The parties (BLM & Garfield County) entered into a Standstill Agreement Extension on May 31, 2024, that expires on July 31, 2024.

July 2024, the Parties wish to extend the current Standstill Agreement until October 31, 2024, to allow the parties to finalize lease extension negotiations. The Standstill Agreement termination date may be extended by mutual written consent of the parties.

July 2024, the Parties agree to extend the current Standstill Agreement until October 31, 2024, under the same terms and conditions of the Standstill Agreement executed on May 15, 2023.

BLM has paid \$29,105 annually for its land lease, which includes utilities but does not include Airport weight room access. The BLM pays additional water usage charges that are not assigned to the lease for usage between May 1 and October 1 (fire season).

The Airport Director solicited a Fair Market Rent Opinion, which Paige Haderlie, GRI, REALTOR, with Property Professionals, provided on April 11, 2022, to determine the market value of the office space. This Market Rent Opinion supports the \$11.00 per square foot lease rate.

The 2024 BLM lease renewal includes a 20-year lease term. Effective June 1, 2023, BLM shall pay Lessor an annual rent in the amount of \$44,042.14, to consist of \$36,674.00 for facility (\$11.00/SF), and \$7,368.14 for base cost of services (\$0.90/SF for janitorial, 1.31/SF for utilities) paid in advance for the Leased Premises.

**ACTION REQUIRED:**

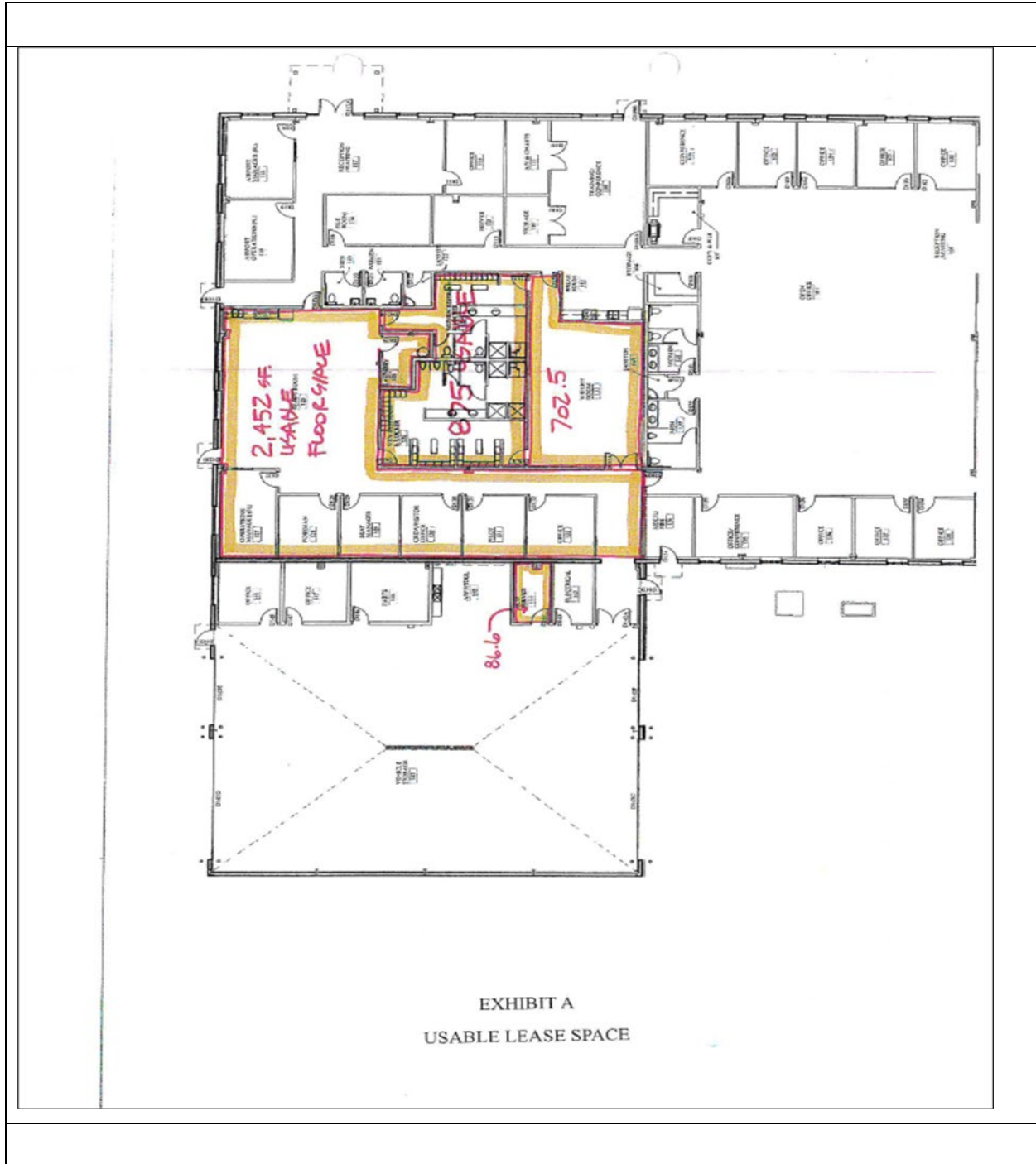
Staff recommends the approval to execute a renewed lease with the Bureau of Land Management for office space at Garfield County Airport.



Location and Site Description:

Garfield County owns certain improved real property located at 0375 CR 352 A (Rifle Garfield County Airport) in Rifle, CO. The BLM currently occupies approximately 3,500 rentable square feet of office, quarters, vehicle bays, and storage space pursuant to Lease No. L07PL00446 (Lease), as amended.

Exhibit A maps and supporting document:



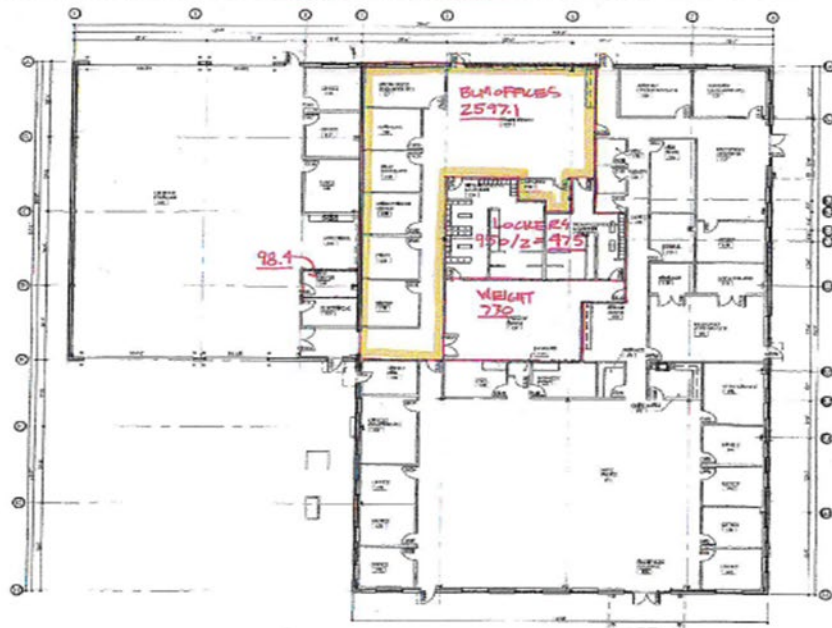


EXHIBIT B  
TOTAL LEASE AREA

05-07-2024

2024 Wildland Fire / BLM Attachment-A and Attachment-B supporting lease documents.

0375 County Road 352 #2060

Rifle Co, 81650

Gross Lease space 3,334

BLM office	=	2597.1
Server room	=	98.4
Shared locker room	=	475 (950 / 2)
Electrical / mechanical room	=	58.5 (225 x .26)
<u>Shared hallway</u>	=	<u>105</u>
<b>Total</b>	=	<b>3,334</b>

Usable lease space

BLM office	=	2,452
Server room	=	86.6
<u>Shared locker room</u>	=	<u>437.5 (875/2)</u>
<b>Total</b>	=	<b>2,976</b>

Calculations from 2008 lease documents correspondence between Stephen J. Keitel, rhadius p.c and the Airport Director.

## **Supplemental Documents**

**U.S. GOVERNMENT LEASE  
FOR REAL PROPERTY (Short Form)**

**REQUIREMENTS**

- A. The Government of the United States of America is seeking to lease **approximately 3,334 square feet of office** for immediate occupancy.

**OFFER**

(To be completed by Offeror/Owner)

- B. This Offer shall remain open until Close of Business on **October 30, 2024**.
- C. Name and Address of Owner: **Garfield County, Colorado**  
Telephone Number: (970) 625-1091
- D. Owner is:  A Corporation  A Municipality
- E. Current status of System for Award Management registration for offeror is:  Registration is current  Registration is expired  Registration is in process.
- F. Owner is  a small business  a small, disadvantaged business  a women-owned small business (*"Small Business concern" means a concern and its affiliates that is independently owned, is not dominant in the field of operation, and has an annual average gross receipt of \$110 million or less for the preceding three fiscal years.*).
- G. Name and Title of Person Authorized to sign Offer  Owner  Authorized Representative

\_\_\_\_\_  
Name: John Martin, BOCC Chairman

\_\_\_\_\_  
Date

**AWARD**

- H. This award will be made on the basis of the acceptable offer with the lowest per square foot price.
- I. Acceptance of offer and award: This lease contract consists of **12** pages, including the following attachments which are incorporated and made a part hereof:  
GSA Form 3517 - General Clauses – 4 Pages
- J. THIS AWARD IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

United States of America:

\_\_\_\_\_  
Shannon Veigel  
Leasing Contracting Officer

\_\_\_\_\_  
Date

**RIFLE, CO**  
**Wildland Fire Lease Agreement**  
**Bureau of Land Management**  
**Rifle Garfield Airport Heli base**  
**LEASE NUMBER L24PL000\_\_**

**WITNESSETH:** The Parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

WHEREAS **Garfield County**, a Colorado municipal corporation ("Lessor") owns and operates the Rifle Garfield County Airport, located in Rifle, Colorado ("Airport"); and,

WHEREAS, UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT ("Government") desires to lease office space at Rifle, Colorado for the purpose of aerial firefighting Helibase operations; and,

**1. AGREEMENT AND USE:**

**Lessor** hereby leases to the **Government** the below described Leased Premises (Leased Premises):

Approximately 3,334 square feet of rentable office and related space with approximately 2,976 square feet of usable space located at Rifle Garfield County Airport in Rifle, CO (Leased Premises), and more particularly depicted in **Exhibit A: Leased Premises**.

GOVERNMENT's use includes, but is not limited to, operating Heli base equipment for firefighting, shuttle training, inspection, emergency transporting and loading and unloading persons, cargo and property to and from the Leased Premises for the operational support of the GOVERNMENT'S Colorado Fire Management Program. GOVERNMENT is granted exclusive use of the operations room #127, foreman/assistant room #128, pilot's office #131. Lead's office # 132, SEAT office #129, crew/visitor space #130, open/ready room with kitchenette #123 and server room #144 with additional non-exclusive access to two restrooms #126 and 124, men's/women's locker room #126 and 124 laundry room for ready room when necessary for operation, a 100'W by 80'L white line painted box reserved exclusively for GOVERNMENT use from April 15 to October 15 each year. This designated box customarily holds one (1) Astar helicopter and support vehicle and is located adjacent to the office space with accessibility through nearby security ramp access door.

GOVERNMENT is granted non-exclusive access to the following, if available; 4 reserved oversized vehicle parking, aerial tie-downs, and other common area facilities, designated space(s) to park aircraft and conduct support activities related to aerial wildland fire suppression and logistical support operations.

GOVERNMENT is also granted the non-exclusive right to utilize such Airport runways, taxiways, and public use aprons and other rights of way as well as access across the Airport as necessary for ingress and egress to the Leased Premises to enable GOVERNMENT to provide the aerial wildland fire suppression, logistical support operations, aeronautical services, and ground initial attack resources.

See attached:

**Exhibit A: Leased Premises**

**Exhibit B: Total Lease Area**

**2. TERM:**

**TO HAVE AND TO HOLD** the said Leased Premises for a period of **twenty (20)** years, beginning **November 1, 2024**, and continuing through **May 30, 2044**, subject to termination as is hereinafter set forth.

**3. RENTAL:**

Rental payments referenced herein are issued in accordance with *H.R.4366 — Public Law No: 118-42., Wildland Fire Management Continuing Appropriations Act, 2024.*

- A. EFFECTIVE **June 1, 2023**, Government shall pay Lessor an annual rent in the amount of **\$44,042.14**, to consist of \$36,674.00 for facility (\$11.00/SF), and \$7,368.14 for base cost of services (\$0.90/SF for janitorial, 1.31/SF for utilities) paid in advance for the Leased Premises.
- B. The base rate for escalation of operating expenses shall be \$2.21 per square foot. An annual CPI escalation will be applied to the total base cost of services, which are identified for this Lease as \$7,368.14.
- C. Rent shall be an annual payment, paid in advance. Rent for a period of less than a year shall be prorated. In the event Government exercises its option to terminate, rentals received shall be prorated to coincide with the termination date.
- D. Rent shall be made payable through the Automated Clearing House (ACH) payment system to LESSOR according to its data in the System for Award Management (SAM). Invoice submittal is not required.

**4. TERMINATION:**

Both Parties have the following termination rights:

- A. Termination shall require **180** days' written notification to the other party.
- B. Rent for a period of less than a month shall be prorated. In the event Lessor exercises its option to terminate, advanced rentals received shall be prorated to coincide with the termination date.
- C. Said notice shall be computed commencing with the day after the date of mailing.

**5. UTILITIES:**

- A. Government shall have access to the Leased Premises at all times without additional payment.
- B. Lessor agrees to pay all use costs for electricity, gas, water, sewer, trash, and other utilities, including hookup fees and charges, used by Government on Leased Premises and Government assumes no responsibility for such utilities.
- C. Lessor must have a designated representative available to promptly address all utility deficiencies.

**6. ALTERATIONS:**

With prior Lessor permission, said permission not to be unreasonably withheld, Government shall have the right during the existence of this lease agreement to make alterations, attach fixtures or signs in or upon the Leased Premises, which fixtures, additions on, upon, or attached to the said Leased Premises shall be and remain the property of Government and may be removed or otherwise disposed of by Government.

Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the Leased Premises. Government has the right to request Lessor to perform said alterations in the Leased Premises. Any Government requested alterations to the space will be funded by Government. Upon removal of the alterations, Government shall return the Leased Premises in the same condition, normal wear and tear excepted.

**7. WAIVER OF RESTORATION:**

Government shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by Government on the Leased Premises, and all expenses connected with such removal shall be borne by Government. Said property shall be removed within five (5) business days prior to termination of this Lease Agreement. Government shall remove from the Leased Premises all debris resulting from the removal and Government shall leave the Leased Premises in a clean and orderly condition, acceptable to Lessor. Lessor waives any and all restoration costs.

**8. ADDITIONAL SERVICES:**

Lessor is responsible for timely submittal of invoices for additional operational services requested by Government and provided by the Lessor. Typical operational services request on a case-by-case situation may be for parking, snow removal, hardstand sweeping, etc. Lessor will not be paid for any services that are not authorized in advance in writing by the Government on-site Representative. Upon presentation of a properly certified invoice to Lease Contracting Officer, payment will be made by Government for services requested and furnished.

**9. LANDING FEES:**

The Government shall pay landing fees to the Lessor in accordance with the landing fee schedule in effect at the time of usage. To facilitate billing of such fees, the Government on-site Representative shall submit to the Lessor the number of landings at the end of each month. The Government on-site Representative will process payment for said fees incurred in direct support of fire suppression operations, fire detection, or other official flights authorized by the Government on-site representative.

**10. LIABILITY:**

Government is responsible for the Leased Premises located at Rifle Garfield County Airport as determined under and in accordance with this Lease Agreement and the laws of the State of Colorado but limited by the laws of the United States of America.

Government shall be liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671-2680 and the Disputes Clause FAR 52-233-1.

**11. QUIET ENJOYMENT:**

Lessor expressly covenants and represents that upon payment of fees when due and upon performance of all other conditions required herein, Government shall peaceably have, possess, and enjoy the Leased Premises and other rights herein granted, without hindrance or disturbance from Lessor or Lessor's designated representatives, subject to Lessor's various rights contained elsewhere in this Lease Agreement.

**12. BENEFITS:**

No member or delegate to Congress shall be admitted to any share or part of this Lease Agreement or to any benefit that may arise here from, but this restriction shall not be construed to extend to this Lease Agreement if made with a corporation or company for its general benefit.

**13. AIRPORT CLAUSES (Last Revised 2024)**

**A. CONSTRUCTION BY LESSOR**

Government recognizes that from time to time during the Base Term and any extension term(s) of this agreement, it may be necessary for the Lessor to engage in construction, expansion, relocation, maintenance, and repair in order that the Airport and its facilities may be suitable for the then existing volume and character of air traffic and flight activity. Such construction may include temporary runway and/or Airport closure. Such activity may inconvenience or interrupt Government's operations and will require accommodation by Government ; however, the Lessor shall not disrupt the Government's operations during the months of April through September, the most active part of Wildland Fire season, and shall make all reasonable efforts to provide advance notice of one (1) year, and shall minimize such inconvenience or interruption, including but not limited to allowing Government to operate from a temporary location and/or out of temporary facilities, as long as, in the sole judgement of the Lessor, such operations can be safely maintained during construction.

**B. RELOCATE OR REPLACE**



In the event Lessor requires the Leased Premises or any portion thereof, as identified in Section A, above, for development of the Airport, the Lessor reserves the right, consistent with the Local Government Budget Act, as amended and by the provisions of the Colorado Constitution, to negotiate a purchase of the Leased Premises and associated improvements or to relocate or replace, at the Lessor's expense, Government's Leased Premises and associated improvements in substantially similar form at another generally comparable location suitable to Government's operations as defined in this Agreement. The Lessor shall provide one (1) year advance written notice prior to such negotiation or relocation.

**C. NO LIABILITY**

Government agrees that, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671- 2680 and the Disputes Clause FAR 52-233-1, no liability shall attach to the Lessor, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience, interruption, relocation, or replacement. The Government, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671- 2680 and the Disputes Clause FAR 52-233-1, waives any right to claim damages for such, provided, however, that this waiver shall not be construed as a waiver of any claim for physical damage to the Leased Premises or the personal property of the Government resulting from negligence or willful misconduct or the Lessor's failure to comply with Section A., above.

**14. RELATIONSHIP OF PARTIES:**

It is understood that Lessor is not in any way or for any purpose a partner or in a joint venture with, or agent of, Government in its use of the Leased Premises or any improvement thereon.

**15. NOTICE:**

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing.

All notices to **Lessor** shall be mailed to:

Rifle Garfield County Airport

Attn: Airport Director

0375 County Road 352, #2060

Rifle, CO 81650

Electronic Correspondence: scarver@garfield-county.com

Telephone: (970) 379-5156

All notices to **Government** shall be mailed to:

Real Estate Leasing Services for

Bureau of Land Management

National Operations Center Denver Federal Center Building #50, OC651

P.O. Box 25047

Denver, CO 80225-0047

Telephone: (303) 236-0219

All on-site notifications to GOVERNMENT shall be made to:

**Government on-site Representative:** Lathan Johnson, (575) 627-0272

Each party may, from time to time, change the address to which notices to said party are to be sent, by providing written notice of said change of address to the other party in accordance with the procedure set forth in this paragraph.

**16. ENTIRE AGREEMENT:**

This Lease Agreement, together with the attachments hereto, is the entire Lease Agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements, or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated herein. This Lease Agreement shall not be changed or modified, except in writing, signed by both parties.

**17. CONFLICT BETWEEN CLAUSES:**

In the event of a conflict between the Lease clauses in this Lease Agreement, the more stringent of the two clauses shall apply.

**AGREED AND EXECUTED** as below written:

**ATTEST:**

**LESSOR:**

**GARFIELD COUNTY, COLORADO**

\_\_\_\_\_ Date

This Lease Agreement is not binding on the GOVERNMENT unless signed below by a GOVERNMENT Leasing Contracting Officer.

**GOVERNMENT:**

UNITED STATES OF AMERICA DEPARTMENT INTERIOR BUREAU OF LAND MANAGEMENT

Shannon Veigel \_\_\_\_\_ Date  
Leasing Contracting Officer

**Exhibit A (1 Page)**  
**Bureau of Land Management**  
**Garfield County Airport**  
**Rifle, Colorado**

**Exhibit A: Leased Premises**

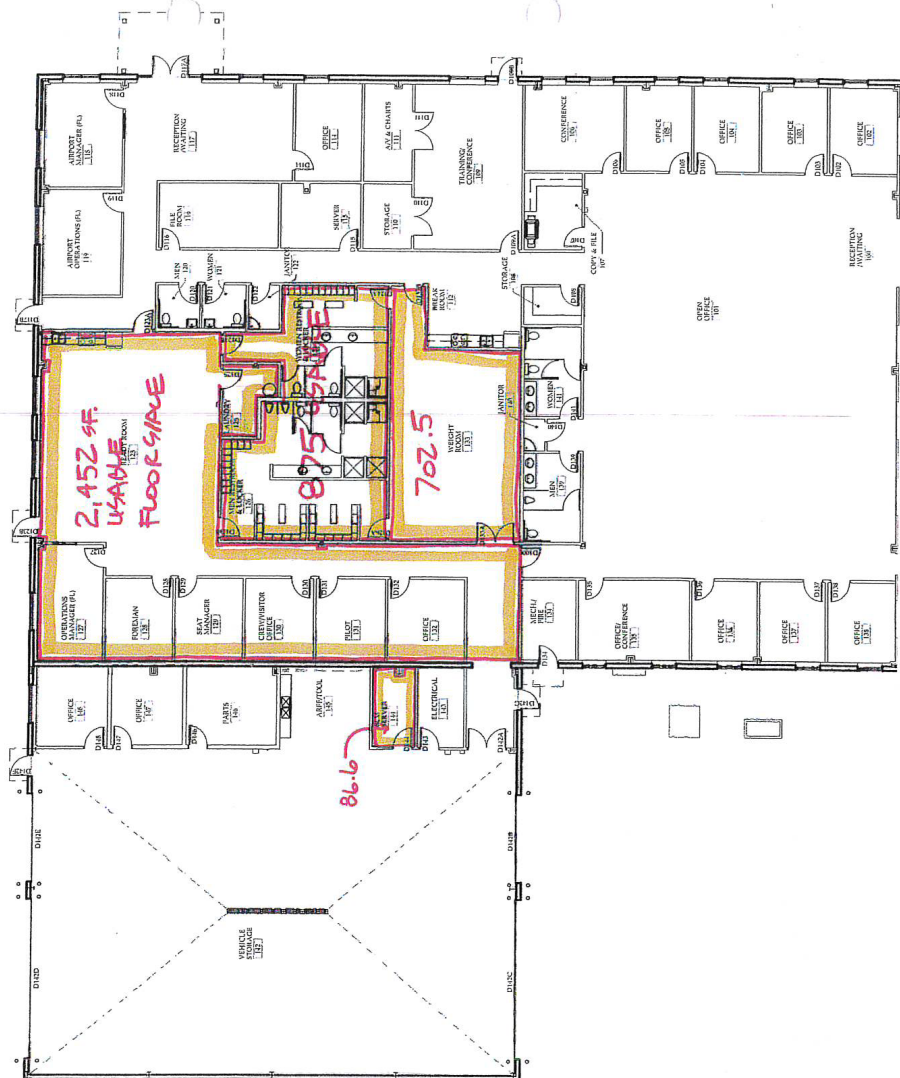


EXHIBIT A  
 USABLE LEASE SPACE

**Exhibit B (1 Page)**  
**Bureau of Land Management**  
**Garfield County Airport**  
**Rifle, Colorado**

**Exhibit B: Total Lease Area**

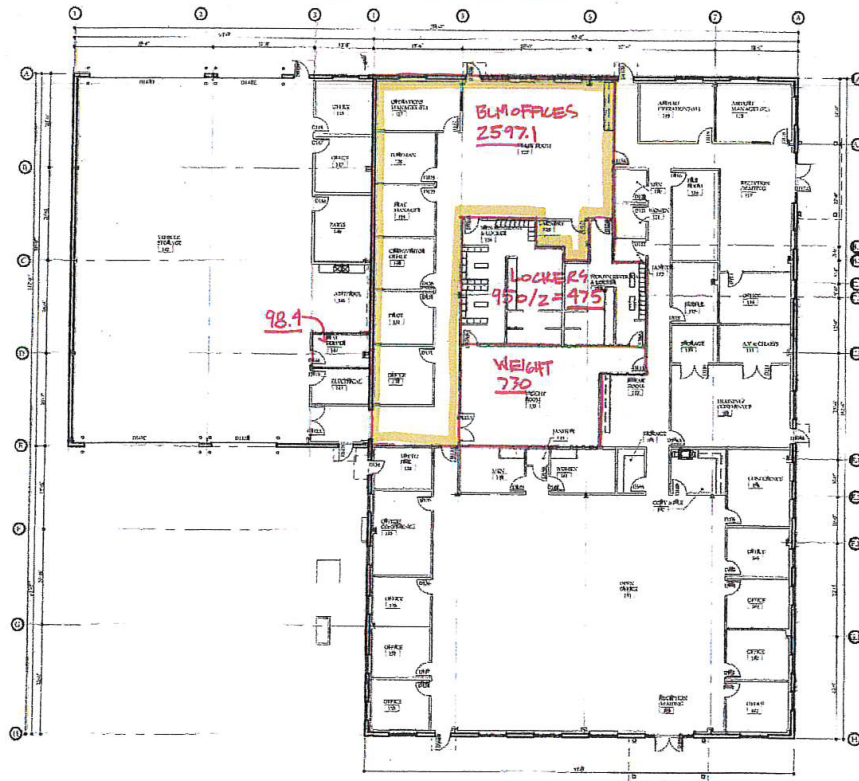


EXHIBIT B  
TOTAL LEASE AREA

---

**GENERAL CLAUSES**

**(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)**

---

<b>CLAUSE NO.</b>	<b>48 CFR REF.</b>	<b>CLAUSE TITLE</b>
1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
2	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
3	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
4	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
5	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
6	GSAR 552.270-20	PAYMENT (DEVIATION)
7	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
8	GSAR 552.270-14	CHANGES (DEVIATION)
9	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
10	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
11	FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION
12	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE
13	<i>Clauses incorporated by reference include:</i>	
	FAR 52.204-2	SECURITY REQUIREMENTS
	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS

	AND CERTIFICATIONS
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
FAR 52.222-26	EQUAL OPPORTUNITY
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
FAR 52.223-6	DRUG-FREE WORKPLACE
FAR 52.232-23	ASSIGNMENT OF CLAIMS
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM – SYSTEM FOR AWARD MANAGEMENT DISPUTES
FAR 52.233-1	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
GSAR 552.204-9	ALTERATIONS
GSAR 552.270-12	ADJUSTMENT FOR VACANT PREMISES
GSAR 552.270-16	MUTUALITY OF OBLIGATION
GSAR 552.270-28	PROMPT PAYMENT
GSAR 552.270-31	

**GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)**

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless -

- (a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);
- (b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

**GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)**

BLM will maintain government-owned structures, including the Building, Building systems, and all equipment, fixtures, and appurtenances under this Lease, in good repair and condition.

**GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)**

- (c) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (d) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
  - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
  - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
    - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
    - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.
  - (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
  - (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

**GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)**

- (e) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
- (1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;
  - (2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
  - (3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
  - (4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (f) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

**GSAR 552.270-10      DEFAULT BY LESSOR (JUL 2023) (DEVIATION)**

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

- (g) *Prior to acceptance of the space.* Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.
- (h) *After acceptance of the space.* Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:
- (1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;
  - (2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If



default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenable;

(3) Terminate the lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises or render the premises unusable for its intended purposes.

(c) *Damages.* The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

- (1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government's aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other procurement costs.
- (2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
- (3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) *Excusable delays.*

- (1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:
  - (i) the delay in substantially completing any work or performing any services arises from excusable delays, and
  - (ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.
- (2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

- (f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

**GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)**

- (a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:
- (1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or
  - (2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.
- (b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.
- (c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

**$(1 + CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$**

- (d) *Common Area Factor (CAF)*. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example, 11,500 RSF and 10,000 ABOA SF will have a CAF of 15%  $(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}$ .
- (e) *Rentable Square Footage (RSF)*. The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises:  $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$ .

**GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)**

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

**GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)**

- (a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

- (b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:
  - (1) An adjustment of the delivery date.
  - (2) An equitable adjustment in the rental rate.
  - (3) A lump sum equitable adjustment. or
  - (4) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

**GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)**

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

**FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)**

(a) *Definitions.* As used in this clause—

**Covered contractor information system** means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

**Federal contract information** means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

**Information** means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

**Safeguarding** means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

- (2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)**

(a) *Definitions.* As used in this clause—

**Covered article**, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

**FASCSA order** means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201– 1.303\(d\)](#) and [\(e\)](#):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

**Intelligence community**, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

**National security system**, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

**Reasonable inquiry** means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

**Sensitive compartmented information** means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

**Sensitive compartmented information system** means a national security system authorized to process or store sensitive compartmented information.

**Source** means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
  - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
  - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.
- (5)
  - (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
    - (A) Name of the product or service provided to the Government;
    - (B) Name of the covered article or source subject to a FASCSA order;
    - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
    - (D) Brand;
    - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
    - (F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the

Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article, or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;



- (C) Name of the product or service provided to the Government or used during performance of the contract;
  - (D) Name of the covered article or source subject to a FASCSA order;
  - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
  - (F) Brand;
  - (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
  - (H) Item description; and
  - (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
- (A) Any further available information about mitigation actions undertaken or recommended.
  - (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

- (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

## **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/browse/index/far> <https://www.acquisition.gov/browse/index/gsam>.

The following clauses are incorporated by reference:

- FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021) (Applicable when the contract may require access to classified information.)
- FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)
- FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
- FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
- FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
- FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)
- FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)  
(Applicable to leases over \$35,000 total contract value.)
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)  
(Applicable when cost or pricing data are required for work or services over \$2,000,000.)
- FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)  
(Applicable when the clause at FAR 52.215-10 is applicable.)
- FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)
- FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) ALTERNATE III

	(JUN 2020) (Applicable to Leases over \$750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2023) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at <a href="http://www.acquisition.gov">http://www.acquisition.gov</a> )
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at <a href="http://www.acquisition.gov">http://www.acquisition.gov</a> )
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014) PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)
GSAR 552.204-9	ALTERATIONS (SEP 1999)
GSAR 552.270-12	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-25	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-28	
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

BLM & Rifle Garfield County Airport 2023 lease considerations

Please review

Original Solicitation

Lease #NC-L-07-0446

Lease #NC-L-07-0446 - Addendum 1

Lease #NC-L-07-0446 - Addendum 2

Salient points to also consider:

Four (4) reserved oversized vehicle parking stall included, do you need additional stalls?

The use of the exercise room is excluded from use, is this still your desire? The use of this area would be an additional cost for access.

Locker room clarification

10-mens lockers assigned in lease / currently occupying 20-mens lockers

5-wemans lockers assigned in lease / currently occupying zero

Historically a 100'w X 80' L white lined painted box is reserved exclusively for the BLM use from April 15 to October 15 each year. This painted box customarily holds one (1) Astar helicopter and support vehicle. This box is located adjacent to the BLM offices and accessible through a security ramp access door. While this box is usually home to an Astar helicopter, the white painted box does not specifically meet any helicopter landing pad standards. If this box is sufficient for your needs, I will include a reference to it in the new lease as a "Reserved ramp operations area". If your requirements have changed and an official Heli-pad with landing zones, touch down & lift off areas and final approach & departure paths is required the airport will start the process with our airport engineer to create a specific location that will accommodate this. An official helipad will come at a considerable additional expense. 2022 estimates for an official Heli-pad were \$500,000 to \$750,000 each depending on the type of helicopter the Heli-pad is designed to accommodate.

Other items you wish the BOCC to consider.

10 of 2  
BLC

Current Lease #NC-L-07-0446 June 1, 2008 to May 31, 2023

15-year term.

Leasable space / approximately 3,334sq/ft

Lease space annual rent calculation

Facility	=	\$5.06
Utilities/janitorial	=	\$3.67
<u>Total cost – sq/ft</u>	=	<u>\$8.73</u>
3,334-sq/ft x \$8.73 Annual Lease	=	\$29,105.82

Proposed Lease #NC-L-xx-xxxx June 1, 2023 to May 31, 2038

15-year term.

Leasable space / approximately 3,334sq/ft

Lease space annual rent calculation

Facility	=	\$13.00
Utilities/janitorial	=	\$3.42
<u>Total cost – sq/ft</u>	=	<u>\$16.42</u>
3,334-sq/ft x \$16.42 Annual Lease	=	\$54,744.28

See detailed calculation sheet

Note: Change in airport name from Garfield County Regional Airport to **Rifle Garfield County Airport**

Note: The BOCC authorized the Airport Director to enter lease negotiations with the BLM for office space at the Airport. This information is for negotiating purposes only and is not binding on the County until it is approved in a public meeting by the County Commissioners.

2 of 2  
BC



April 11, 2022

Brian Condie  
0375 County Road 352  
Building 2060  
Rifle, Colorado 81652

RE: Fair Market Rent Opinion

Dear Mr. Condie,

Thank you for allowing me to prepare a Fair Market Rent Opinion.

The subject space is located at 0375 County Road 352 in Rifle, Colorado. The space is 5,000 +/- square feet of finished office space and an additional 1,200 +/-square feet of common space.

The use of this space includes a break area complete with adequate kitchen space and seating, exercise facility, men's and women's locker rooms, 25 furnished office spaces, and common and private conference rooms.

The space features quality finishes and furnishings. It features many unique characteristics that many office spaces in the local area may not offer, including ample parking and exercise facility.

Based on local market rent rates, I would value the fair market rent to be between \$11.00/sq. ft and \$13.00/sq. ft. for the space. The cost per square foot would increase to include the use of the office equipment and fixtures by approximately \$1.00/sq. ft., bringing the fair market rent to between \$12.00/sq. ft. and \$14.00/sq. ft. Any common area would value around \$5.50/sq. ft. The cost per square foot amounts represents a gross lease to the tenant, and not a NNN.

I trust this information will be useful to you, but should you have any additional concerns or questions, please feel free to reach out.

Sincerely,

Paige Haderlie, GRI, REALTOR  
Owner, Broker Associate  
Property Professionals  
704 Main St  
Silt, CO 81652  
(970)618-4775 cell  
[paige@paigehaderlie.com](mailto:paige@paigehaderlie.com)

375 CR 352, Building 2060 Utility Totals

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Natural Ga	\$1,097.52	\$1,207.42	\$908.06	\$630.23	\$392.15	\$167.18	\$66.07	\$70.73	\$73.82	\$80.51	\$438.22	\$2,115.62	\$7,247.53
Holy Cross	\$1,193.82	\$1,145.76	\$1,198.58	\$1,096.00	\$1,160.96	\$1,439.89	\$1,615.75	\$1,596.83	\$1,433.75	\$1,235.10	\$1,197.49	\$1,193.71	\$15,507.64
City of RHI	\$96.01	\$99.43	\$110.54	\$99.43	\$506.31	\$782.27	\$758.62	\$805.93	\$608.81	\$309.19	\$110.54	\$99.43	\$4,386.51

Rifle Garfield County Airport Administration Building #2060, Rifle, CO

2023 numbers

Total Square Footage

Area	sf	%
Airport Administration	4,106	22.25
BLM – Heli-Tac	3,334	18.10
Center of Excellence	5,810	31.50
Maintenance	5,200	28.15
<b>Total Building</b>	<b>18,450 sf</b>	<b>100%</b>
<b>2023 Market Rate (see attached)</b>		<b>\$11 - \$13 – sq/ft</b>
		<b>\$13.00 x 3,334 = \$43,342.00</b>
<b>Utilities/Trash 2022</b>		
	<b>Per year</b>	
Natural Gas	\$ 7,274.53	
Electricity	\$15,507.64	
Trash	\$ 4,259.00	
Water	\$ 4,386.51	
	\$31,427.68	
<b>Total – 18,450 sq/ft</b>	<b>\$1.70</b>	<b>\$1.70 x 3,334 = \$5,667.80</b>
<b>Cleaning 2022</b>		
Cleaning Services & Supplies	\$23,650.00	
<b>Total – 13,200 sq/ft office</b>	<b>\$1.72</b>	<b>\$1.72 x 3,334 = \$5,734.48</b>
<b>Note: no cleaning services in maintenance shop</b>		
<b>Cost/sf for Utilities/Trash/Cleaning for leased area</b>	<b>\$3.42</b>	
<b>Building lease rate</b>	<b>\$13.00</b>	
<b>Utilities/Trash/Cleaning</b>	<b>\$3.42</b>	
<b>Total proposed lease rate 2023 – 2038</b>	<b>\$16.42</b>	<b>\$54,744.28/year</b>

The above numbers are without a yearly escalator for cleaning and utilities.

BLM annual lease on 3,334sq/ft without weight room access





## MEMORANDUM

TO: Chairman Martin and Garfield County Board of County Commissioners  
FROM: Bentley Henderson  
DATE: 10-21-2024  
RE: Playground Equipment Purchase 1102 Grand Ave.

### **BACKGROUND**

At your August 15<sup>th</sup> meeting, you directed staff to engage with interested neighbors in defining appropriate playground equipment for the space located behind the Human Services building located at 1102 Grand Ave. Staff engaged with representatives of the City of Glenwood Springs obtain advice regarding appropriate equipment, and once that was completed alternatives were presented to the neighborhood group. Concurrent with staff's effort, the neighborhood group was also engaged in identifying equipment. The results of both efforts are provided.

### **DISCUSSION**

Provided for your consideration are the six options identified by staff, and the alternative being proposed by the group. Additionally, for context, there is a picture of the equipment that was previously at the site.

As you will see, costs for the equipment range from just under \$13,000 to (roughly) \$21,300. Staff has established a maximum \$20,000 budget for this project. The intent in the establishment of that limit is to allow for some flexibility in the purchase of the equipment while avoiding a lengthy procurement process that becomes required beyond that amount.

### **ACTION**

Provide direction to staff as to appropriate equipment acquisition.

#### Attachments:

- Existing conditions (prior to equipment removal)
- Staff identified equipment alternatives 1-6
- Neighborhood group proposal











## Monkey In

The Middle

Was: \$33,114.00 **SALE** \$16,557.00

IN STOCK



 Meets National Standards For  **YES** ASTM F1487-17  **YES** CPSC Guidelines #325  **YES** IPEMA Certified

### Description

Our Monkey In The Middle commercial playground will bring smiles, laughs, and memories to the children at your school, religious center, or neighborhood park for years to come. The fun begins with the Figure Climber, ADA Transfer Station, and Vertical Climber and continues on the Elevated Decks. These two decks are connected by a Crawl Tunnel, allowing them to explore all parts of the playground easily. A Pyramid Roof covers one of the decks and features a Single Straight Slide, while a Single Right Turn Slide branches off the other deck. A Racing Game Panel and Ship's Wheel provide additional games at the ground level.

- Two Single Slides for double the fun.
- Crawl Tunnel for adventure and exploration.
- Climbers to promote a challenge and physical development.
- Kids can participate in ground level play with Activity Panels.
- Structure accommodates up to 29 children ages 2-12 years.
- 15 year limited warranty on UV stabilized and rotationally molded plastic components.
- UV stabilized and rotationally molded plastic parts.
- Lead-free Polyethylene coating for optimal durability.

**Chimp  
Chimp**

**IN STOCK**

Was: \$37,068.00 **SALE** \$18,534.00

Color Scheme \*



Meets National Standards For ASTM F1487-17 CPSC Guidelines #325 IPEMA Certified

Description

Our Chimp Champ playground is a great mid-size commercial play structure that will bring lots of excitement and fun to any school, church, or neighborhood park. It features a Double Slide, a Right Turn Slide, and a Straight Slide for maximum fun. In addition, there is an Inverted Arch Climber, Vertical Challenge Ladder, Figure Climber, and an ADA Transfer Station that kids will love. They will also love the Tic-Tac-Toe Panel and Bongo for stimulating and interactive play with others.

- One Double Slide to race friends.
- Two Single Slides for excitement.
- Kids can enjoy interactive Activity Panels.
- Climbers to promote a challenge and physical development.
- Structure accommodates up to 38 children ages 2-12 years.
- 15 year limited warranty on UV stabilized and rotationally molded plastic components.
- UV stabilized and rotationally molded plastic parts.
- Lead-free Polyethylene coating for optimal durability.

# Monkey Business

Was: \$30,868.00 **SALE** \$15,434.00 <sup>x</sup>

MODEL PGB-  
NUMBER: 20234

Color Scheme: \*

Primary

Safety 30ft x Child 25  
Use Zone: 31ft Capacity:

Quantity:

Buy Now

Add to Quote

Activities: 7 Age: 5 to 12

### Availability:

In Stock - Usually Ships in 24 hours

## IN STOCK



Meets National Standards For **YES** ASTM F1487-17 **YES** CPSC Guidelines #325 **YES** IPEMA Certified

### Description

Take fun seriously with our commercial grade Monkey Business playground. There is a ton of fun packed into its small footprint. Two Single Straight Slides, a Figure Climber, and a Fireman's Pole make for a lot of excitement.



71

^





Request a Quote Today!

[sales@willygoat.com](mailto:sales@willygoat.com) 988.920.4628 Download Buyer's Guide



**WillyGoat**

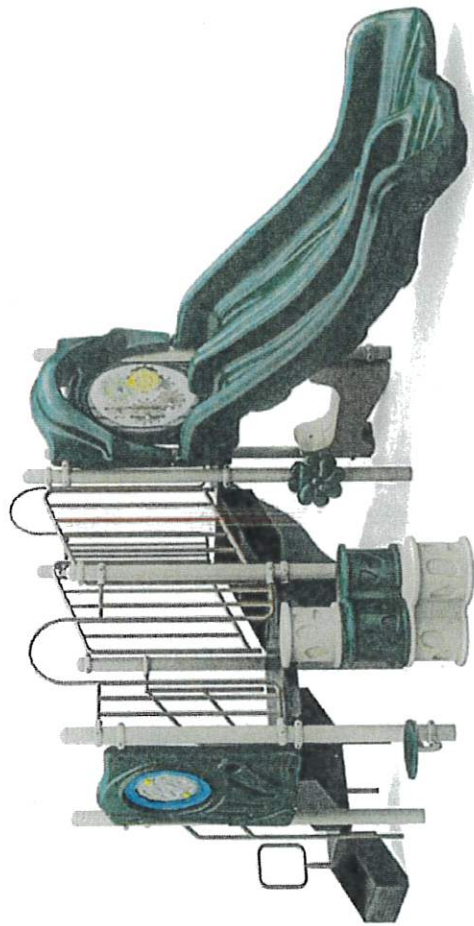
Search...



Cart Quote

Home > Quick Ship > Sunny Stack Playground

< Prev Next >



4

\$ 12,904

Request a Quote Today!

[info@willygoat.com](mailto:info@willygoat.com) 888.920.4628 Download Buyer's Guide

Home > Quick Ship > Jungle Play Playground

 Search...

 0  
Cart  0  
Quote



Click on image to zoom



\$12,830

To: Garfield County

c/o Bentley Henderson, County Manager  
[bhenderson@garfield-county.com](mailto:bhenderson@garfield-county.com)

From: Friends of Axtell Park  
c/o Claire Noone  
[noonecm@gmail.com](mailto:noonecm@gmail.com)

Re: Proposal for Lemonade Park *"When Life Gives You Lemons, Make Lemonade"*

Our goal is to Create a space for community, connection, growth, play, movement, and belonging. Our proposal for the playground is based upon the values of

1. **Inclusion**
2. **Creativity**
3. **Connection between all ages**

Lemonade Playground is an opportunity to turn the lemons of the improper destruction and loss into a gem of the community. The other proposed equipment misses the mark and fails to consider the growth, development, and health of the community.

Public playgrounds can define the tone of the community and the equipment and design is what determines the quality of the park. The Lemonade Playground will give the residence of Glenwood Springs a space where they can gather visit play and children can be creative and social, regardless of ability or social capacity

**1. Inclusion:**

The Lemonade Playground has a variety of equipment and elements that are accessible and enjoyable for children and adults of varying physical and developmental limitations. Elements like a swing, bench swing, transition station mean that everyone can find play and joy.

**2. Creativity:**

The elements of Lemonade Playground are diverse and open ended and encourage creative and independent play for children of all ages. Elements like the slides, balance hop rocks, merry go round encourage group and individual play and creative engagement day after day and year after year.

**3. Connection Between All Ages**

The Lemonade Playground is designed for engagement and play between children and their beloved adults. Rather than distinct elements for young and older children, the swings, swinging bench, and rocks encourage engaging play and fun for children with their adult's not apart form. This not only increases connection and fun but will mean that everyone enjoys coming to the playground and staying longer. The Lemonade Playground is not just intended for young children or elementary aged children, but for whole families to gather and enjoy an afternoon.

**Playground Elements:**

We have a unique opportunity to improve upon the playground, expand the population served, and make this playground a destination for fun and growth. In addition to the single play structure with slides and climbing elements, we believe it is important to have free standing elements for solo and group play. The equipment listed out in the table below. We also propose the following non-playground equipment elements are important to create the full spectrum and be a real community space:

1. **Water Fountain**- we live in the high Rockies where drinking water is crucial for health and wellbeing. A water fountain at the playground will ensure that children and adults stay hydrated ruing play and are able to stay and enjoy the park longer. This is also important for tourists who are less familiar with our elevation and ensure that we can care for all families who visit Glenwood.
2. **Family Little Library:** A little Library is a space where everyone can leave a book and take a book. This would be managed by the neighborhood and be focused on children's books and books that can be read together as families. Again, the hope is that this is a space where families can come together and connect off screens, away from TVs, and find ways and ideas on how to take that connection home with them
3. **Treasure Library:** As part of the little library, a little "treasure" exchange is a space where children can take a treasure, leave a treasure. This can be sidewalk chalk, small toys, and seeds in the spring. This encourages reuse and recycling of toys and encourages children to be generous and community minded

Below is a breakdown of the cost and link to the equipment. The budget is over what was proposed we would be happy to apply for grants for ADA compliant playgrounds to reimburse Garfield County of access expense.

We believe that it is the obligation of the community and the county to ensure that the space is accessible to greatest number of people to the greatest extent possible. The equipment is all manufactured and sold by Willy Goat and is of high quality, durable, safe materials. We are happy to discuss this at a meeting with the commissioners at your earliest convenience.

Thank you for your care and consideration.

Sincerely,

The Friends of Axtell Park

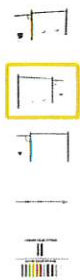
Description	Population and Purpose Served	Cost
<p><b>Swings (2 Adult seats/ 1 baby bucket)</b></p> <p><a href="https://willygoat.com/products/5-inch-single-post-swing-set-with-cantliver-arm?variant=40944291446881">https://willygoat.com/products/5-inch-single-post-swing-set-with-cantliver-arm?variant=40944291446881</a></p>	<p>All ages, many abilities, Everyone asked requested swings in the park</p>	<p><b>\$1,474.00</b></p>
<p><b>Merry Go Round</b></p> <p><a href="https://willygoat.com/products/merry-go-round?variant=32566576906337">https://willygoat.com/products/merry-go-round?variant=32566576906337</a></p>	<p>Served ages 3 and up Social, dynamic and accessible to different abilities Man children asked for spinning toys</p>	<p><b>\$3,398.00</b></p>
<p><b>Commercial Grade Steel Lawn Swing and Frame</b></p> <p><a href="https://willygoat.com/products/commercial-grade-steel-lawn-swing-and-frame?variant=31760244211809">https://willygoat.com/products/commercial-grade-steel-lawn-swing-and-frame?variant=31760244211809</a></p>	<p>All ages, most ability levels Provides a place where all members of the family can enjoy time swinging together Fosters inter-generational play Welcoming and enjoyable to caregivers and supporting longer times in the park</p>	<p><b>1,247.00</b></p>
<p><b>Hop Rocks Steppers - Set of 6</b></p> <p><a href="https://willygoat.com/products/nature-themed-hop-rocks-steppers-set-of-6?variant=34087639515233">https://willygoat.com/products/nature-themed-hop-rocks-steppers-set-of-6?variant=34087639515233</a></p>	<p>All ages Creative, jumping, sitting, play creative, social, multi-use, natural and appealing to multi-generational play</p>	<p><b>\$2,887.40</b></p>
<p><b>Montauk Downs Play System:</b></p> <ul style="list-style-type: none"> <li>• Three Sides</li> <li>• Overhead Ladder</li> <li>• Sea Creature Climber</li> <li>• Vertical Ladder</li> <li>• Horizontal Ladder</li> <li>• Ship's Wheel</li> <li>• Store Panel</li> <li>• Bongos</li> </ul> <p><a href="https://willygoat.com/products/montauk-downs-playsystem-playground?variant=31784789147745">https://willygoat.com/products/montauk-downs-playsystem-playground?variant=31784789147745</a></p>	<p>ADA compliant with transfer station Multi age play Music and creative play options</p>	<p><b>\$12,614.00</b></p>

Total			\$21370.40
All ages Community run space for reading	<a href="https://littlefreeibrary.myshopify.com/collections/all-products/unfinished-double-door-shed">https://littlefreeibrary.myshopify.com/collections/all-products/unfinished-double-door-shed</a>	\$350	





🔍 Click on image to zoom



## 5 Inch Single Post Swing Set With Cantliver Arm

Quick Ship Save \$148.00

WISDOM SKU: SPS-0801-1A-BL SS-0012x2 SS-0011 LEAD TIME: 5 TO 10 DAYS

This Single Post Swing Set is a robust and versatile addition to any play area. This swing set features a cantilever arm design, allowing the inclusion of an infant bucket seat alongside traditional belt swings. Perfect for accommodating a range of ages, it ensures that even the youngest of adventurers can enjoy the fun safely.

Constructed with a sturdy 5-inch metal post, this swing set promises unparalleled durability and stability. Its solid build is designed to withstand the rigors of active play, making it a reliable choice for any setting. The belt swings are crafted with cut-resistant material, prioritizing safety and durability, and ensuring a worry-free playtime for parents and children alike.

Available in vibrant standard colors of blue and green, this swing set also offers custom color options for those seeking a more personalized touch, subject to a longer lead time. Its powder-coated finish not only adds to its aesthetic appeal but also provides an extra layer of protection against the elements.



Color: Blue

Price:

\$1,972.00 MSRP \$2,120.00

Shipping calculated at checkout

Quantity:

+ 1 -

Add to Quote

Add to Cart

Buy with

[More payment options](#)

Goes Well With



Full Bucket Seat & Chain Set

\$299.00



Belt Seat & Galvanized Steel

\$159.00



Jennswing ADA Swing Seat

\$680.00 \$697.00



\$1

Specifications

Age Range	2 to 12 years old
Equipment Weight	246 lb
Fall Height	96 in
Use Zone	29 ft x 33 ft
Post Diameter	5 in

SPECIFICATION DETAILS

5" Powder Coated Steel Posts  
 Black cut proof swing seats  
 Infant Bucket for Cantilever Arm swing position

Resources & Manuals

[Installation Manual](#)

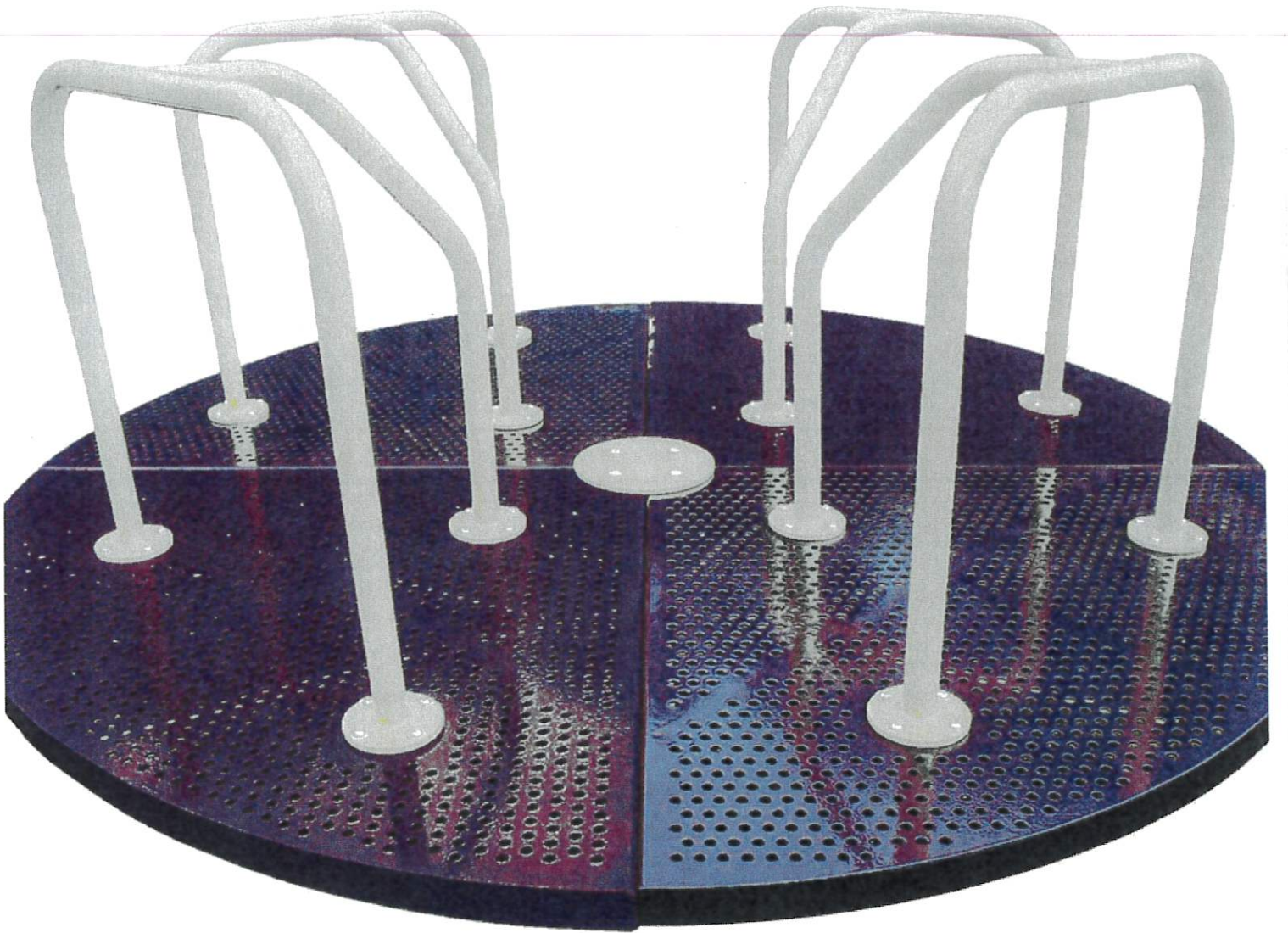
[Product Flyer](#)

Warranty

[Wisdom Warranty](#)

Shipping





# Merry Go Round

quick ship Save \$173.00 Made in USA

SPORTSPLAY SKU: 301-142P LEAD TIME: 3 TO 4 WEEKS

The classic (and dizzying) ride of a merry go round! The children at your daycare, school, or church will love the same thrill we all grew up with. Is any playground really complete without this ride? Pair it with a teeter totter, a playground slide or two, and you've put together a great combination with a variety of options for your park without the huge expense of the play system.

With the powder coated punched deck, this merry go round drains well for sure footing. Pair that colorful deck with the governor to control speed and shaft lubrication, and you've got a safe and smooth ride!

Size: 6' Diameter

6' Diameter

Color: Purple/White

X X

Price: \$3,398.00 MSRP \$3,571.00  
Shipping calculated at checkout

Quantity:

+ 1 -

Add to Quote

Add to Cart

Buy with

More payment options

Goes Well With



Four-Seat In Ground Spring Rider



RockWell Teeter Duo In Ground Rider



Poseidon's Hideout



LI B

\$2,400.00

\$754.00 \$980.00

\$3,593.00 \$5,552.00

\$2

## Features

Built in speed governor keeps children safe  
Grease fittings for bearing and shaft lubrication for smooth turn

## MATERIALS

Designed for public play  
Sturdy powder coated steel  
Punched steel decks for better footing and drainage  
Beautiful color powder coated options



## Commercial Grade Steel Lawn Swing and Frame

CHILD WORKS   SKU: B4WBMODSWING   LEAD TIME: 6 TO 8 WEEKS

The Commercial Grade Steel Lawn Swing and Frame is a robust and attractive addition to outdoor spaces such as parks, playgrounds, and community areas. This swing set features a contoured back and arms for comfortable seating, and is constructed with 3/4" #9 expanded metal. The frame is made of 2 3/8" tubing, which is galvanized and then powder-coated for durability and a polished finish.

It's available in both 4-foot and 6-foot lengths, providing versatility for different spaces. The swing set is designed for inground mounting, ensuring stability and safety. With an approximate seat height of 18 inches, it's accessible and comfortable for users.

This swing set is more than just a seating option; it's a fun, engaging addition to any outdoor area, offering a relaxing and enjoyable experience for visitors. Assembly is required. Its durable construction ensures it can withstand the demands of public use, making it a reliable and attractive choice for any outdoor setting.

Length: 4 Feet

4 Feet

Color:

Mariner Blue



Green   Red   Yellow   Black   Grey   Brown   Burgundy

Mariner  
Blue

Mystic  
Clay  
Blue

Frame Color:  
Dark Grey

- Dark
- Black
- White
- Navy
- Green
- Red
- Royal Burgundy
- Purple

- Ocean
- Orange
- Yellow
- Spring
- Iced
- Brown
- Green
- Coffee
- Blue

Price: \$1,247.00

Shipping calculated at checkout

Quantity:

- 1 +

Add to Quote

Add to Cart

Buy with

More payment options

Goes Well With



Square Picnic Table  
With Capri Seats  
\$2,464.00



Swing Door 32 Gallon  
Receptacle with Lid &  
Liner  
\$1,586.83



Lexington Bench  
with Back  
\$1,234.95 \$1,424.00



HR  
\$2

### Features

- Contoured Back & Arms
- Swing available without frame
- MATERIALS
- Powder Coat Finish
- High Quality Galvanized Tubing

### Specifications

Capacity	750 lbs of weight
Equipment Weight	245 lb
Installed Dimensions	4 ft x 6 ft
Post Diameter	2.38 in
SPECIFICATION DETAILS	2 3/8" Swing Frame
	18" approximate seat height





🔍 Click on image to zoom



## Hop Rocks Steppers - Set of 6

Made in USA

EPSTONE SKU: EPHR-6PC-EB LEAD TIME: 8 WEEKS

The Hop Rocks Steppers Set of 6 brings nature-themed fun to playgrounds, enhancing balance, coordination, and agility among children. Mimicking natural rocks, these steppers can be arranged in countless ways to create challenging paths. Perfect for stimulating active and imaginative play, they encourage kids to hop and balance from one stone to another. Their adaptable design allows for varied height settings, making them a versatile and engaging addition to any outdoor play or learning environment, promoting physical activity and creative play scenarios.

Color: **Earth Brown**



Price: **\$2,887.40**

Shipping calculated at checkout

Quantity:

- 1 +

Add to Quote

Add to Cart

Buy with

[More payment options](#)

**Goes Well With**



**Super Geo Dome Climber**  
\$3,285.00 \$3,599.00



**Merry Go Round**  
\$3,398.00 \$3,571.00



**Spiral Slide 8 Foot Deck**  
\$8,393.00 \$12,412.00



C: \$1

**Features**

Comes with 6 Boulders

**Specifications**

Age Range

Any

Equipment Weight

45 lb

Installed Dimensions

20 in x 20 in x 24 in x 24 in x 20 in x 24 in

**Resources & Manuals**

[Installation Manual](#)

[Product Flyer](#)

**Shipping**

**LEAD TIMES**

Please check the "Ships in" lead time above for this particular product -- many of our commercial play equipment items are made to order. Once the item has shipped, you will receive a tracking number and important instructions for unloading.

Ship dates are a best estimate and not guaranteed.

Shipments can take up to 10 days in transit.

Products that are ordered from the same manufacturer will ship according to the longest lead time for those products. If a quick ship product is required to ship sooner, please let us know, though you may be required to pay extra for separate shipments.

**RECEIVING**

Every order with complex shipping requirements receives shipping instructions.

Unless a loading dock is readily available, this equipment ships via curbside delivery.

Commercial play systems generally benefit from having a forklift for unloading, which is typical in the industry.

There are many instances where the crates and pallets can be pulled apart by hand and unloaded as well, but a forklift is generally the quickest way to unload the product and is what trucking companies recommend to avoid possible detention charges (unloading that takes more than 3 hours).

Please see our [FAQ](#) and [Shipping Policy](#) for more information.



🔍 Click on image to zoom



**Professional Installation Services**

WillyGoat is proud to offer installation throughout the United States for most items. Request a quote today for pricing!





# Montauk Downs Play System

Save \$3,784.00

PLAYGROUND EQUIPMENT SKU: PKP008P LEAD TIME: 4 TO 6 WEEKS

What's better than one awesome slide? Three awesome slides! With the Montauk Downs playset, children will have a blast racing each other to the bottom and engaging in an entire day of physical and collaborative play. The Montauk also features one climber and an Overhead Ladder, with two different elevated platforms connected by a set of easy-to-navigate stairs. Once on the first platform, which is accessible via Sea Creature Climber and Vertical/Horizontal Ladders, children can take the stairs to the 60-inch platform to zip down either the Left Turn Slide, Wave Slide, or Right Turn Slide, taking turns on the different chutes!

Then, on the ground level, a Ship's Wheel, Store Panel, and Bongos all facilitate dramatic, creative, and social play for children of all ability levels. (And our ground-level accessories make the play structure ADA compliant.) The Montauk Downs playset will delight children of all ages and give parents and teachers a much-appreciated break. Expect years of happy memories and inclusivity with this charming structure.

Quick ship is unavailable for surface mounting equipment and custom colors for this product. Always check the lead times above for best estimates as some popular systems may sell out from time to time.

Color: Primary



Mount: In-ground

In-ground

Alternating Slide  No

Yes

Primary Slide Color

Price: \$12,614.00 MSRP \$16,398.00

Shipping calculated at checkout

Quantity:




[Add to Quote](#)

[Add to Cart](#)

[Buy with](#)

[More payment options](#)

Goes Well With

-  Plastic Playground Border with Spike, 12 Inches Tall
-  Rubberific Playground Border Timbers, 8 Inch High
-  Engineered Wood Fiber Playground Surfacing

\$1

C:

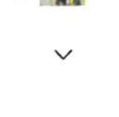


- Features
- PLAY EVENTS
  - Three Sides
  - Overhead Ladder
  - Sea Creature Climber





Reviews





Existing Steward-New Sign Not Needed

SELECT YOUR ROOF MATERIAL

Easy-Care Composite

Metal

QUANTITY

- 1 +

ADD TO CART

Buy with

[More payment options](#)

[ADD TO WISHLIST \(661\)](#)

The Double Door Shed is our largest book-sharing box — perfect for those who want to share a lot of books! This library arrives unfinished and ready for you to paint or stain before outdoor installation. Please paint or stain both the outside AND inside of the library for extra longevity.

LIBRARY DETAILS

CHARTER SIGN INFORMATION

SHIPPING AND TRACKING

Reviews



Town of Parachute | City of Rifle | Town of Silt  
Town of New Castle | City of Glenwood Springs  
Town of Carbondale | Roaring Fork Transportation Authority  
Garfield County | Colorado Mountain College  
Holy Cross Energy

Managed by CLEER: Clean Energy Economy for the Region / (970) 704-9200 / P.O. Box 428, Carbondale, Colorado 81623

To: The Garfield County Board of County Commissioners  
From: The Garfield Clean Energy Collaborative  
Date: October 15, 2024  
Re: **Garfield Clean Energy update and 2025 budget request**

---

Thank you for reserving time on your October 21st agenda for an update on the Garfield Clean Energy Collaborative (GCE)'s important work in Garfield County.

Garfield County was integral to the formation of Garfield Clean Energy when it began as an advisory committee in 2009 and then was established as a government collaborative in 2012. The County's ongoing participation in the Garfield Clean Energy Collaborative is deeply appreciated, and ensures the Collaborative's ongoing success. Working together countywide we are better able to save residents, governments, and businesses money on their energy bills and tap clean energy as an economic diversification strategy in Garfield County.

Programs operated by Garfield Clean Energy have directly benefited the residents and communities of Garfield County in many measurable ways through the years. The countywide collaborative approach has made it possible for our region to secure a variety of grants and provide services to a broad swath of residents.

Here are some of the specific ways these programs have benefited Garfield County residents, communities, and businesses in 2022 and so far in 2023:

- \$255,156 = amount allocated to ReEnergize energy rebates in Garfield County in 2022 and 2023
- \$114,000 = amount allocated to ReEnergize in 2024
- \$11,000 = the amount saved on the City of Rifle's energy bills through a rate change update encouraged by Garfield Clean Energy's coaching services
- \$84,600 annually = saved on energy bills by Garfield County residents through ReEnergize
- \$5.67 million = invested in clean energy projects for Garfield County residents, businesses, and government buildings 2012-2023
- \$2.6 million = saved on energy bills since 2012
- 27.9 megawatts of solar capacity installed in government and institutional buildings, community solar gardens, and residences and businesses

To continue to sustain and grow these successful GCE programs, the GCE Board is requesting GCE members to again include funding in their 2025 budgets. The suggested amount for Garfield County, consistent with 2024 is \$350,000 for 2025.

The Garfield Clean Energy Collaborative looks forward to ongoing partnership with Garfield County. Please reach out to Morgan Hill at [mhill@cleanenergyeconomy.net](mailto:mhill@cleanenergyeconomy.net) or (970) 704-9200 x101 with any questions.





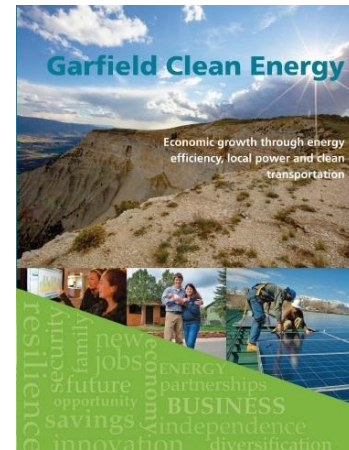
# Garfield Clean Energy

Programs update and 2025 outlook

Mayor Ingrid Wussow, Jason White,  
Morgan Hill, and Christina Matzl

October 21, 2024

## Background on Garfield Clean Energy (GCE)



- Established first as advisory board under the County in 2009; became a government Collaborative in 2012
- Garfield County was a founding GCE member
- Clean Energy Economy for the Region (CLEER) manages programs under contract

## Garfield Clean Energy membership

- 9 member governments
  - Garfield County
  - City of Rifle
  - City of Glenwood Springs
  - Town of Carbondale
  - Town of New Castle
  - Town of Silt
  - Town of Parachute
  - Colorado Mountain College (CMC)
  - Roaring Fork Transportation Authority (RFTA)
- Affiliate members:
  - Holy Cross Energy and the Garfield County Public Library District

## Garfield Clean Energy Vision

Garfield Clean Energy will be an innovative leader in advancing energy efficiency, renewable energy, and clean transportation to protect the environment and build a strong, resilient and diverse economy.



## Key areas of focus

- Energy efficiency - saving homes, businesses, governments on energy expenses
- Locally-produced clean energy
- Clean mobility and transportation
- Economic benefits and economic diversification

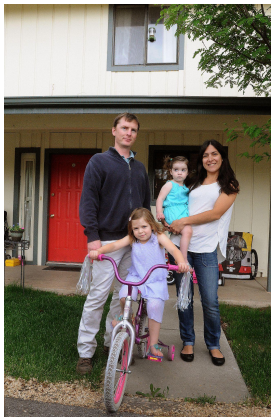
## Residential and commercial energy programs

Garfield County residents, businesses, and commercial property owners can receive free energy coaching through GCE.

- Biggest bang-for-the-buck energy saving measures
- Available rebates and other financing options
- Recommendations on appliances
- Contractor lists



## ReEnergize Garfield County



- Income-qualified residential energy efficiency program up to 150% area median income (AMI)
- Provides rebates from \$2,000-\$4,000
- Installations performed by Northwest Colorado Council of Governments (NWCCOG)
- Projects include
  - Insulation & air sealing
  - Pipe & duct wrapping
  - Heating/cooling system upgrade
  - LED lighting

## ReEnergize Garfield County

Community	Homes qualified to date	2022-2023 ReEnergize funding allocated	2024 ReEnergize funding allocated to-date
Parachute / Battlement	27	\$49,701	\$4,000
Rifle	31	\$47,896	\$20,000
Silt	20	\$31,540	\$11,000
New Castle	41	\$45,114	\$37,000
Glenwood Springs*	38	\$44,977	\$29,000
Carbondale	31	\$35,928	\$13,000
<b>Countywide total</b>	<b>140</b>	<b>\$255,156</b>	<b>\$114,000</b>

GCE has saved Garfield County residents **\$84,600** annually on utility bills through ReEnergize upgrades since 2022

## ReEnergize stories from the field

- 4 Mile townhome with multiple upgrades
  - Annual energy savings=\$1,625
- Duct insulation in crawl space
  - Annual energy savings=\$792
- Mini-split heat pump installation
  - Annual energy savings=\$1,813



## Accessing residential energy efficiency resources

- Contact our energy coaches at CLEER at (970) 704-9200 or visit [garfieldcleanenergy.org/res-buildings](https://garfieldcleanenergy.org/res-buildings)
- Access to ReEnergize program information and application can be found at [garfieldcleanenergy.org/reenergize](https://garfieldcleanenergy.org/reenergize)



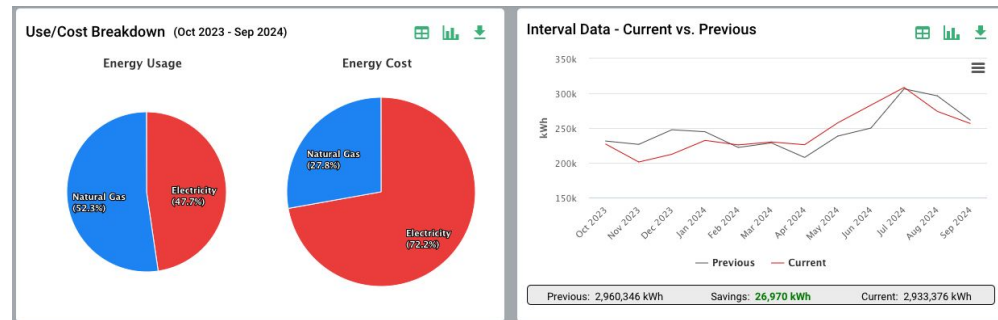
## Commercial Program



- Free energy consulting services to businesses and commercial property owners interested in improving efficiency
- Includes a detailed walkthrough
- Anyone interested can reach out to us at [info@garfieldcleanenergy.org](mailto:info@garfieldcleanenergy.org)
- Or complete the form here <https://garfieldcleanenergy.org/com-form/>

## Garfield County: Advanced Energy Management

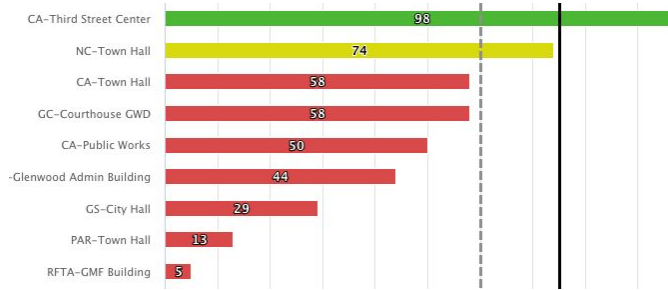
**Advanced Energy Management (AEM):** Utilizes both monthly energy invoice data and near real-time electricity data to continuously monitor energy use at both commercial buildings and municipal facilities.





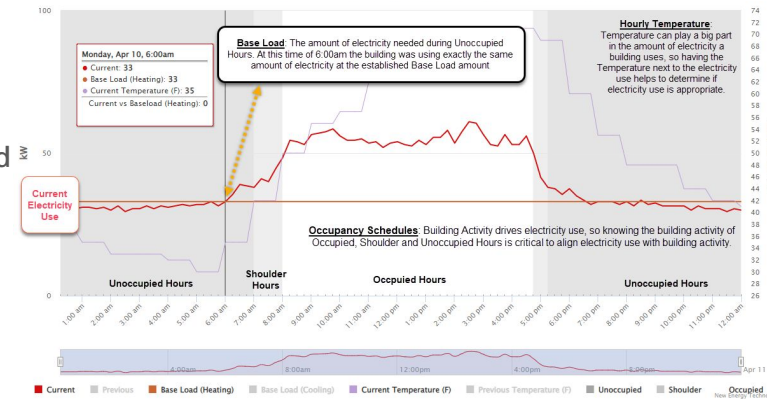
## AEM Services: Utility bill tracking and analysis

- Tracking utility bills for 13 Garfield County buildings
- County buildings are recorded in Portfolio Manager for benchmarking
- Facility managers are provided with Quarterly reports to update progress



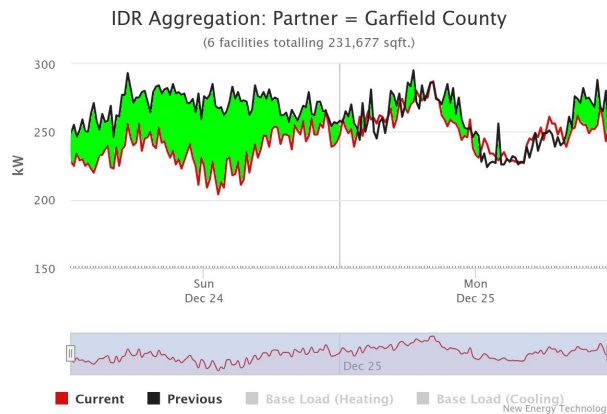
## AEM: Interval Data

Use this data, combined with utility bills, to provide weekly and monthly reports, and to identify opportunities for saving energy and money.



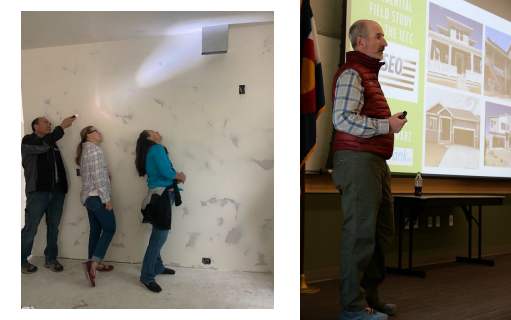
## Holiday shutdown successes

- Christmas 2023, Garfield County buildings successfully reduced energy use over 2022
- Buildings reduced about 1,000 kWh or \$100, over the two days
- All GCE buildings totalled saved 3,000 kWh, or \$300.



## Energy code adoption and implementation

- Provided energy code adoption and implementation support for both local government staff and developers
- Hosted training series in May and June



## Clean transportation

- EV charging infrastructure grant assistance
- Countywide EV Readiness plan
- Charge Ahead Colorado and EV Fast-Charging Plazas
- Fleet support
- EV Ride and Drives
- Workshops in Spanish



## Clean transportation

- 50 e-bikes provided to income-qualified Garfield County residents in 2024
- 240 attendees at BikeThere



## Events and outreach

- Earth Day 2024
- WinterWise energy efficiency campaign
- Monthly GCE newsletter
- Lodging workshop Oct 24



## What's ahead in 2025

- Continuing to build and grow residential and commercial energy efficiency programs
- Implementation of EV Readiness plan
- Transportation Management Organization (TMO) development
- Optimization of state and federal resources
- Enhanced advanced energy management coaching
- Support for renewable energy projects
- Economic and workforce development

## Thank you Garfield County

GCE countywide collaborative programs would not have been possible without Garfield County's ongoing participation.

GCE contact:

Morgan Hill, Associate Director

(970) 704-9200 x101

[mhill@cleanenergyeconomy.net](mailto:mhill@cleanenergyeconomy.net)

**Mind Springs Health  
Glenwood Springs Detox  
Proforma - 12 Months  
Fiscal Year 2025**

	<b>4 Beds</b>	<b>5 Beds</b>	<b>6 Beds</b>
<b>OPERATING INCOME</b>			
Medicaid	\$ 640,977	\$ 801,221	\$ 961,465
Commercial Insurance	53,874	80,811	107,748
MSO RMHPs Contract	157,500	189,000	233,100
Local Contributing Entities - MOU 2024	376,500	376,500	376,500
FMLD Grant	200,000	200,000	200,000
<b>TOTAL REVENUE</b>	<b>1,428,851</b>	<b>1,647,532</b>	<b>1,878,813</b>
<b>OPERATING EXPENSES</b>			
<b>SALARIES AND BENEFIT</b>			
Salaries	905,995	905,995	905,995
Bonuses	5,000	5,000	5,000
Benefits/Payroll Taxes	243,939	243,939	243,939
Contract Labor (Travel Nurses)	197,964	197,964	197,964
<b>Total Salaries and Benefits</b>	<b>1,352,898</b>	<b>1,352,898</b>	<b>1,352,898</b>
<b>DIRECT COSTS</b>			
Client Food	43,800	54,750	65,700
Client Supplies and Purchased Services	6,720	8,400	10,080
Client Laboratory	19,200	24,000	28,800
Client Pharmacy	9,600	12,000	14,400
<b>Total Direct Costs</b>	<b>79,320</b>	<b>99,150</b>	<b>118,980</b>
<b>OTHER OPERATING EXPENSES</b>			
Contract - Janitorial	52,800	52,800	52,800
Operational Overhead*	115,244	115,244	115,244
Education	4,320	4,320	4,320
Equip Leases	5,400	5,400	5,400
Insurance	8,100	8,100	8,100
Supplies	5,400	5,400	5,400
Recruiting	16,200	16,200	16,200
IT Licenses, Software, Etc.	32,400	32,400	32,400

<b>Total Other Operating Expense</b>	<b>239,864</b>	<b>239,864</b>	<b>239,864</b>
<b>OTHER COSTS</b>			
QC, Medical Records, Etc.	54,000	54,000	54,000
Corp Overhead Allocation	432,000	432,000	432,000
<b>Total Other Costs</b>	<b>486,000</b>	<b>486,000</b>	<b>486,000</b>
<b>Total Operating Costs</b>	<b>2,158,082</b>	<b>2,177,912</b>	<b>2,197,742</b>
<b>Net Income</b>	<b>\$ (729,231)</b>	<b>\$ (530,380)</b>	<b>\$ (318,929)</b>



# Updates on New Withdrawal Management Unit

---

Traci Harris, SUD Director  
Andre Gossweiler, Program Coordinator



# Opening Successes

- Fully staffed medical team including FNPs, RNs, LPNs, and EMTs.
- Fully staffed case management team including (2) full-time staff members who:
  - Run relapse prevention groups.
  - Meet one-on-one with clients to create personalized treatment and recovery plans.
  - Connect clients to external recovery resources such as outpatient, residential, and community peer recovery groups.
- Secure Transport: Launched beginning of September 2024.





## Early Impact

- The Glenwood Springs Withdrawal Management (WM) unit has served **46** unique clients since opening June 17 – September 30, 2024.
- 79% of the clients served have been willing to engage in follow-up case management services.
- (17) clients were directly admitted to a residential level of care from WM.
- (6) clients were referred/accepted into sober living.

# Garfield County Admissions to WM

In the (3) months since the facility opened; it has served more clients than were sent to Grand Junction for WM services in the previous year during the same timeframe.

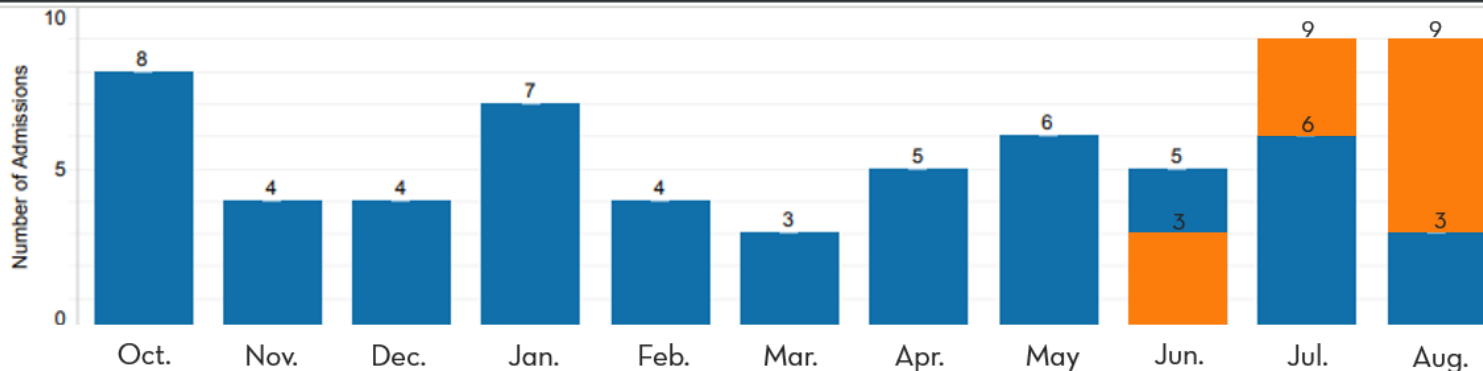
## Detox Statistics

**Current Month Filter**  
Don't Show Current Month

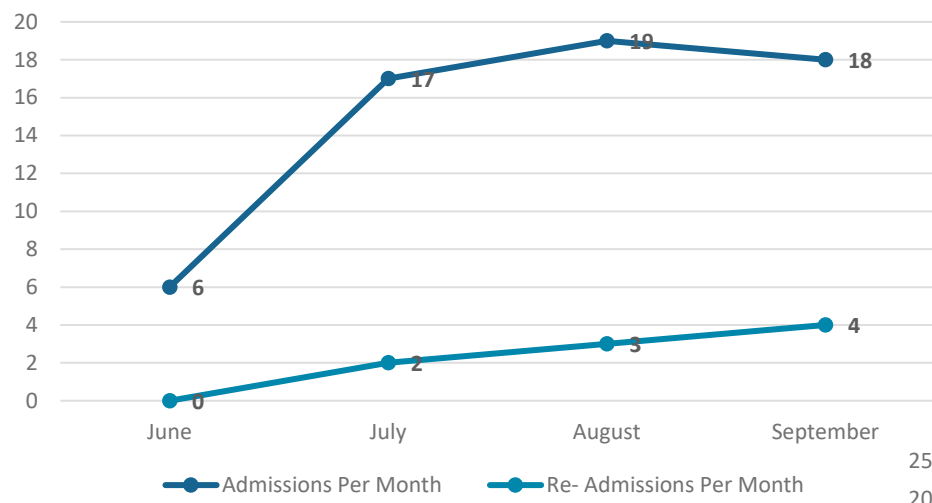
**Client County**  
Garfield County

■ GJ detox 2023   ■ GWS detox 2024

## Detox Admissions

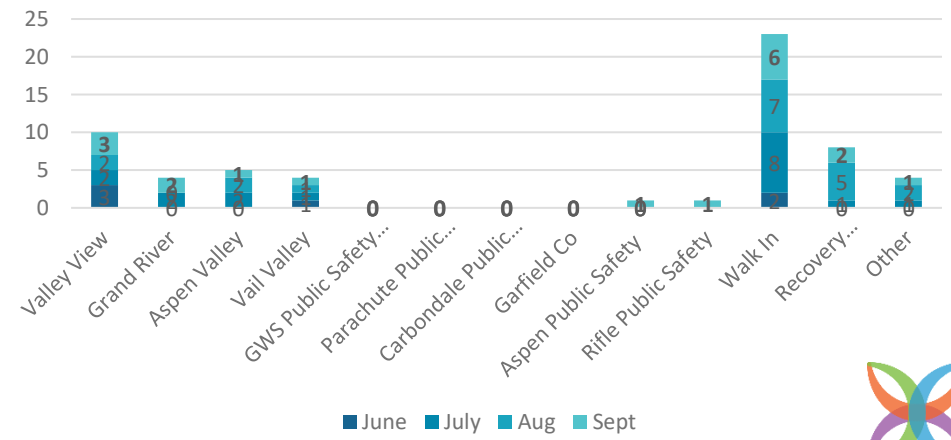


### WM Admissions

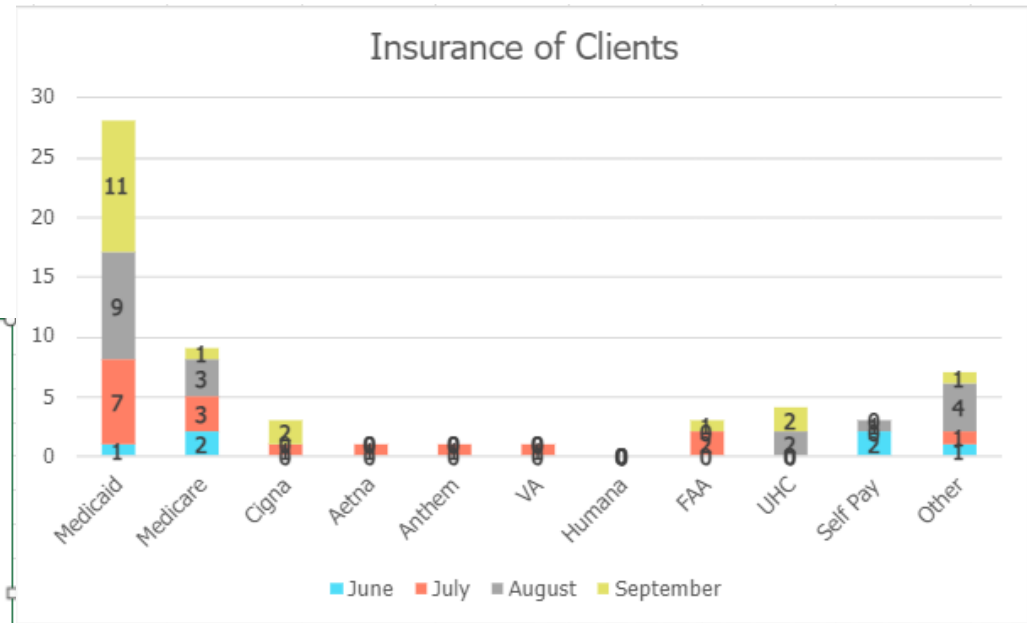
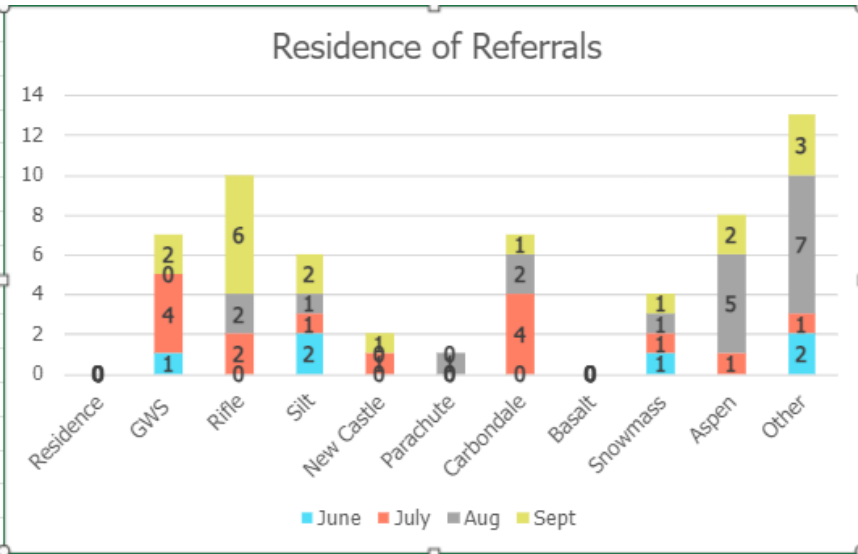


# Data Tracking

### Referrals to WM



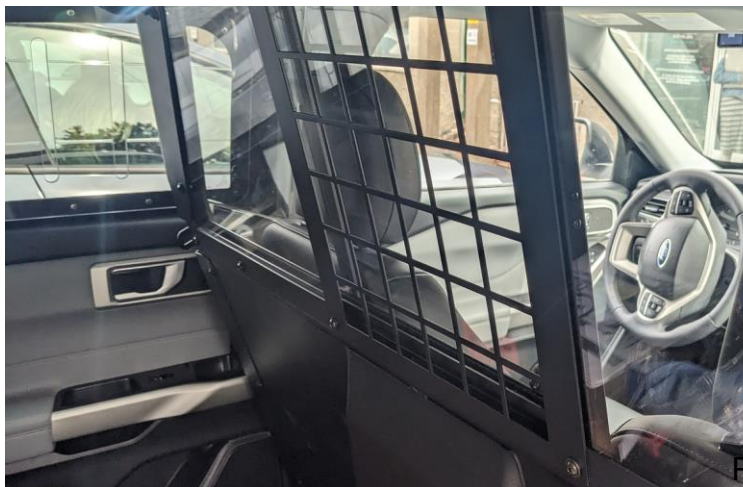
# Data Tracking



# Launch of Secure Transport

Mind Springs received a license from Garfield County to provide Behavioral Health Secure Transportation in mid-August and now has secure transportation services available:

- ❑ from Garfield County hospitals and the community to Withdrawal Management Services in Glenwood, and
- ❑ from Garfield County hospitals and the community to West Springs Hospital in Grand Junction.



# Benefits of Medically Monitored Level of Care

- ❑ SAMHSA has identified the 3.7WM level of care as an industry best practice to support the medical needs of clients.
- ❑ Medications and medical staff on-site to support the physiological symptoms of withdrawal- safer, more humane, and increase the chances of engagement in long term recovery.
- ❑ Decreased reliance on higher cost services such as emergency departments and hospital, decreased burned on law enforcement by having an appropriate setting for direct drop off/referral.
- ❑ Long-term sustainability due to the billing codes associated resulting in less financial impact to municipalities for operational expenses.



# Budget Plan

The FY2025 projected budget does show a gap between revenue coming in and cost. This estimated shortfall is due to the Medicaid roll-off, as many individuals no longer qualify for Medicaid. However, we have created a strategic plan to address this including:

1. A communication/outreach plan to assure that all community partners are aware of the service and know how to refer.
2. We will be outreaching other counties and entities that are utilizing the services to see if they will partner with us to support funding. Pitkin County specifically has been a high utilizer of the services.
3. MSH continues to develop billing capacity. We have had initial success billing private insurance and are in the process of developing contracts with several private insurance payers.





Garfield County Board of County Commissioners  
 Work Session on State Affordable Housing Financing Fund  
 Proposition 123  
 Including Letter of Request and Petition Supporting County  
 Participation

October 21, 2024

Packet Materials List

Staff: Bentley Henderson, Deputy County Manager  
 Heather Beattie, County Attorney  
 Glenn Hartmann, Community Development Director

Item Number	Description
1	Staff Memorandum
2	County Attorney's Office Memorandum
3	Correspondence from Roaring Fork Community Development Corporation
4	Petition from Three Mile Mobile Home Park – Community Park Association
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	



**MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Bentley Henderson, Deputy County Manager  
Glenn Hartmann, Director Community Development

**DATE:** 10/21/24

**SUBJECT:** State Affordable Housing Financing Fund, Proposition 123

**PETITION AND LETTER OF REQUEST**

The County has received correspondence from Roaring Fork Community Development Corporation, current owners of the Three Mile Mobile Home Park, requesting that the County “opt” into the Proposition 123 program coordinated by the Colorado Department of Local Affairs (DOLA). A copy of the letter is attached.

The County has also received a Petition from the Three Mile Mobile Home Park, Homeowners Association expressing support for the County “opting” into the Proposition 123 program which will facilitate access to State funding resources. Copies of the petition are also attached.

Based on input from DOLA, mobile home parks like Three Mile Mobile Home Park may benefit from some of the Proposition 123 programs including funding support options.

**COUNTY ATTORNEY’S OFFICE RESEARCH**

- The County Attorney’s Office is also evaluating the program and will provide a separate memorandum with additional details and legal insights.

## BACKGROUND ON PROPOSITION 123

- The Proposition was passed in 2022 and established an Affordable Housing Financing Fund. DOLA manages the program through its Division of Housing (DOH). The Fund provides support for three areas, Affordable Homeownership, Serving Persons Experiencing Homelessness, and local Planning Capacity Development.
- Several hundred million dollars will become available through the program and may be granted or loaned to organizations including non-profits, Community Land Trusts, Private Entities and Local Governments.
- Organizations are only eligible if the project or program takes place in a jurisdiction that has opted in and committed to the program.
- The commitment is to increase the baseline amount of affordable housing units by 3% a year for a two-year period, ending on 12/31/26.
- Preliminary runs of the State Baseline online tool indicate that the County's commitment would be to add approximately 41 units per year for the next two years.
- Units that would count toward the commitment were described by DOLA as new units or units converted to affordable status and would count upon issuance of a building permit for the unit.
- Failure to meet the commitment number of units would result in the County having to sit out or be ineligible for Funding the following year (2027).

The DOLA website included the following summary regarding County Participation.

### Why should a County opt-in?

Even if your County has a formal agreement to direct future housing growth to the municipalities, we encourage you to opt-in for the following reasons:

- Allows a county to **partner on funding** with a municipality on a project, and if you don't opt in, you'd be ineligible as a partner.
- A county could help a municipality achieve its commitment goal/target by **partnering on a housing project**, and letting the municipality count the new units towards their growth commitment.
- If a county doesn't opt in, they deny eligibility to everyone else (nonprofits, developers, etc) who may want to develop a parcel.
- If a county fails to achieve their commitment target, there's **no penalty or claw-back**; it's better to miss out on one year of funding (in 2027) than to miss out on 3 years of funding by not opting in.
- Opting in would **make sure all options for affordable housing remain available**.



**COLORADO**  
Department of Local Affairs  
Division of Housing

## STAFF ANALYSIS

- While units counting toward the County's commitment generally would have to be located in unincorporated Garfield County, regional cooperation is an option but would require appropriate agreements between jurisdictions. Details from the DOLA website are also provided below.

### Regional Partnerships & Collaboration

- ▶ Each jurisdiction must establish their baseline and file a commitment separately.
- **Collaboration and partnerships may happen once you're working towards creating new housing:**
  - On development projects
    - Example: County-owned lot located within a municipality
  - Joint funding applications (usually one lead fiscal agent)
    - Municipality & County
  - Counting newly created units
    - HB23-1304 allows for two localities to decide how to divvy up the units (as long as each unit is only counted once)
- Intergovernmental Agreements (IGAs) or Memorandums of Understanding (MOU) are encouraged



**COLORADO**  
Department of Local Affairs

- Staff supports participation in the program, while noting the concern that achieving the Commitment Goal will likely be challenging and may require regional agreements including work with the Garfield County Housing Authority.
- Further Staff review and refinement to the Baseline Tool to ensure all assumptions and data input are current and ensure the most accurate estimate of the County's Commitment is needed. Staff anticipates working with the Garfield County Housing Authority on the final run of the Baseline Tool.
- Staff feels that meeting the 11/1/24 deadline is accomplishable subject to the BOCC authorizations.

## **BOCC ACTION**

**Option A (recommended by Staff):** Direction to staff to proceed with the Commitment process for participation in State Proposition 123 Program and authorize the County Managers Office to execute all required on-line documentation necessary to complete the process prior to the November 1, 2024 deadline for participation for years 2025 and 2026.

**Staff Note:** Staff anticipates that periodic updates would be provided to the Board to inform the Board further about the program and progress toward meeting the commitment goals.

**Option B:** Direct Staff to do additional research on the program for presentation at future work sessions to address potential participation in the program for future years.



Garfield County



**COUNTY ATTORNEY'S OFFICE**

108 8<sup>th</sup> Street, Suite 219  
Glenwood Springs, CO 81601  
(970) 945-9150

**MEMO**

TO: Board of County Commissioners  
FROM: Heather Beattie, Kelly Cave, Glenn Hartmann  
RE: Proposition 123 Opt-In  
DATE: October 16, 2024 for the October 21, 2024 BOCC Regular Meeting

---

**ISSUE:** (1) **What are the requirements and benefits to the County to opt-in to Proposition 123, the Statewide Affordable Housing Fund?**  
(2) **What are the risks to the County to opt-in to Proposition 123?**

**CONCLUSION:** (1) **The requirements to the County are initially minimal and the potential benefits to the County are increased access to qualified residents and non-profits to state funding.**  
(2) **If the County does not meet the 3% per year increase in affordable housing stock within the County, the County will not be eligible for funding for the year 2027; however, the County will regain eligibility for the following two-year term in 2028-2029.**

**DISCUSSION**

The purpose of Proposition 123 is to increase affordable housing throughout Colorado. The program is run through DOLA, Division of Housing (DOH) and Office of Economic Development and International Trade (OEDIT) and requires a commitment from the County to increase baseline affordable housing stock by 3% each year to be filed by November 1st. The required commitment would be for two years, through 2026. The County would also be required to develop a "fast-track" land use and development process to accept applications for permits; however, the deadline for this process to be in place is by the end of the two-year commitment.

---

Qualified developments must have at least 50% of their development as affordable housing to qualify for state funding. There are a number of other programs available through DOH and OEDIT including: loans to non-profits or community land trusts for land banking to assist developers in buying the land; assistance for first-time homebuyers; assistance for the owner-purchase of mobile home parks; support for rental and housing assistance for the homeless or individuals at risk of homelessness; and other programs supporting the funding or conversion to affordable housing.

### *The Requirements to the County*

#### 1. Set an Affordable Housing Baseline

- Set the baseline amount of affordable housing.
  - This is determined by reference to:
    - the baseline assistance tool located at: <http://co-bat.streamlit.app> published by the DOH; or
    - the 2017 -2021 American Community Survey 5-year Estimates published by the U.S. Census Bureau,
    - the Comprehensive Housing Affordability Strategies estimates published by the U.S. Department of Housing and Urban Development.
  - The baseline assistance tool is the most user-friendly, it is developed from a number of different factors. The County will need to decide what factors it will use if it decides to file a commitment. The factors include:
    - There are also economic variables that need to be calculated – the sale unit availability rate and inflation rate.
    - Individual home buyer variables also need to be determined – mortgage interest rate, term, and homeowners' insurance.

The use of the other two options would require someone to interpret the information and develop an explanation of a reasonable baseline.

- Set the type of income limit used to calculate the baseline amount of affordable housing.
  - What type of income level will be used? Area Median Income, Median Family Income, or State Median Income.
  - What year of income will be used between 2017-2022?
  - If AMI is used, will we use Garfield County AMI? Or Neighboring AMIs, such as Mesa, Rio Blanco, Pitkin, Eagle, Routt, Counties or Grand or Uintah Counties in Utah? See Exhibit



**1. Depending on the AMI chosen the yearly commitment is between 35 and 53 units.**

- Housing units are to be counted at the time they are permitted rather than the time they are constructed. C.R.S. § 29-32-105(3)(d).

**2. Provide Information Supporting the Baseline**

- Select the data source used to calculate the baseline as described above, the baseline assistance tool, or the US Census information or the HUD strategies.
- Decide on the household size used to determine the income limit.
- Describe the methods used to produce the baseline.

**2.b. Justify a Petition to Use an Alternative Income Limit – this is only required if we calculate our baseline amount of affordable housing using the state median household income or the Area Median Income of an adjacent jurisdiction.**

- Describe how the alternative income limit reflects local housing and workforce needs better than the Area Median Income.
- Describe why the Area Median Income is inconsistent with the housing and workforce needs of your jurisdiction.

**3. File a Commitment**

- Describe if and how high-density housing, mixed income housing, environmental sustainability, and the deconcentrating of affordable housing will be prioritized.
- List the jurisdictions that you intend to cooperate with for the purpose of collaborative affordable housing growth (optional) –
  - The number of units required, 39 (+/- 5 depending on other economic and individual home buyer variables) if we used only Garfield County's AMI, is more affordable housing units than the County has approved likely over the past 10 years.
  - The County can partner with other local municipalities (not a housing authority) to help get to the baseline for the year.
    - “Affordable housing growth in another jurisdiction resulting directly from a local government’s funding of such affordable housing in cooperation with another local government shall be attributed to a local government in proportion to the funding provided by the local government to such housing.” C.R.S. § 29-32-106.
- NOTE: Garfield County does not currently provide funding to housing developments and would need to investigate the operational and legal aspects of introducing that type of service.

- However, an example of a partnership hypothetically could include the potential development (sale/donation) within a municipality to a non-profit or community land trust developer.

4. Develop “fast track” land use and development timelines for affordable housing projects, which requires a final decision on any application for a special permit, variance, or other development permit within 90 days after submission of a completed application. Proposition 123 requires the County to prioritize reviews for housing projects where 50% of the development is affordable housing. C.R.S. § 29-32-105(2)(a). This is required to be completed prior to the next three-year cycle of funding (or by October 31, 2026). C.R.S. § 29-32-105(3)(a). Developers are not required to utilize the fast-track process; however, the County is required to have one in place within the next two years.

#### *The Risks to the County*

If the County fails to meet its commitment to increase affordable housing as outlined above for the following two years (6%), it will be deemed ineligible to receive financial assistance from the DOH or OEDIT during the year 2027; however, the County can re-commit for the 2028 and 2029 years. C.R.S. § 29-32-105(3)(b)(IV) and (V).

Further, money paid to local governments and developers of projects shall not be required to pay back to the DOH or OEDIT money paid to them prior to the local jurisdiction being deemed ineligible. C.R.S. § 29-32-105(3)(b)(VII).

### **CONCLUSION**

The above outline is a brief synopsis of Proposition 123. It does not work through the funding mechanisms from the DOH and OEDIT to the program applicants. It does not discuss any options the BOCC may desire to see regarding County funding of projects. It does not analyze the likelihood of meeting the 3% affordable housing stock increase nor develop any strategies for trying to get to that minimum number. This Memo only outlines the basic requirements for filing a commitment. Further, it explains the details of the Land Use and Development Code amendments that will be necessary to continue with eligibility beyond this initial cycle.

There are potential benefits to developers and County residents who qualify for the state funded programs. The DOH and OEDIT will work directly with these applicants. The risk for the County is only that it may lose the eligibility for funding in 2027 if it does not meet the affordable housing goals.

If the BOCC decides to move forward with opting-in to Proposition 123, then it should direct a specific individual, County Staff, to file a commitment on behalf of the County. The BOCC should make decisions regarding the information laid out above so that County Staff will be able to accurately fill out the Commitment. The filing is required to be completed by November 1, 2024. Further, the BOCC should hold a work session in the future to discuss strategies with interested partners in reaching the 3% yearly goal as outlined in the commitment.

Income Limit Type		Affordable Housing Baseline Estimate	Three Year Commitment Estimate	Annualized Commitment Estimate
Garden City Town	Neighboring AMI - Adams County, Broomfield County	43	4	2
Garden City Town	Neighboring AMI - Boulder County	43	4	2
Garden City Town	Neighboring AMI - Kimball County, NE	39	4	2
Garden City Town	Neighboring AMI - Laramie County, WY	41	4	2
Garden City Town	Neighboring AMI - Larimer County	42	4	2
Garden City Town	Neighboring AMI - Logan County, Morgan County	40	4	2
Garden City Town	Own AMI - Weld County	42	4	2
Garden City Town	State Median Income	40	4	2
Garfield County (Unincorporated)	Neighboring AMI - Eagle County	1,742	157	53
Garfield County (Unincorporated)	Neighboring AMI - Grand County, UT	1,139	103	35
Garfield County (Unincorporated)	Neighboring AMI - Mesa County	1,140	103	35
Garfield County (Unincorporated)	Neighboring AMI - Pitkin County	1,421	128	43
Garfield County (Unincorporated)	Neighboring AMI - Rio Blanco County	1,139	103	35
Garfield County (Unincorporated)	Neighboring AMI - Routt County	1,427	129	43
Garfield County (Unincorporated)	Neighboring AMI - Uintah County, UT	1,139	103	35
Garfield County (Unincorporated)	Own AMI - Garfield County	1,278	116	39
Garfield County (Unincorporated)	State Median Income	1,136	103	35
Genoa Town	Neighboring AMI - Arapahoe County, Elbert County	30	3	1
Genoa Town	Neighboring AMI - Cheyenne County	29	3	1
Genoa Town	Neighboring AMI - Crowley County, Kiowa County, Kit Carson County, Lincoln County, Pueblo County, Washington County	29	3	1
Genoa Town	Neighboring AMI - El Paso County	29	3	1
Genoa Town	Own AMI - Lincoln County	29	3	1





**Roaring Fork Community Development Corporation**  
Our mission is to preserve and create vibrant, diverse and liveable communities in the Roaring Fork and Colorado River Valleys.

October 8, 2024

Dear Garfield County Commissioners,

Thank you so much for taking the time to hear from the residents of the 3 Mile Mobile Home Park on October 7th. We are writing to follow up on their request for you to opt in to the Proposition 123 program at the Colorado Department of Local Affairs (DOLA) and to provide additional information for your consideration. We additionally respectfully request urgency on your deliberation as the deadline to opt in is November 1, 2024.

Proposition 123 was passed in 2022 by the voters of Colorado and creates an ongoing funding source for affordable housing. In order to access this money, counties must provide an affirmative decision to opt in to the program that is managed by DOLA. DOLA manages these affirmations in three year periods. The first year of the period has passed, so opting in now would be for years 2025 and 2026. By opting in, Garfield County would unlock access to millions of dollars of funding not only for the county, but also for residents, nonprofits, and developers working to create and preserve affordable housing for residents in our community.

The obligation that the County would be committed to is for a goal of increasing affordable housing by 39 units per year or 78 units in two years. Should the County not meet that goal by the end of 2026, they would be unable to access Prop 123 funding starting in 2027. There are no other obligations for the county by opting in now, and no additional penalties for failing to meet the housing goals. The County could also avail itself of a process to decrease that number by relying on a neighboring jurisdictions baseline (e.g., Utah, Mesa County), should it be lower. It should be noted that every municipality within Garfield County, and every county surrounding Garfield County has opted in.

The Roaring Fork Community Development Corporation (RFCD) is locked out of accessing funding to support the residents at 3 Mile Mobile Home Park without Garfield County opting in. When we were told that DOLA's Housing Development Grant funds had been redirected to the front range this summer in the days leading up to our grant application, the only fallback option for us was Prop 123 grants.

The Garfield County taxpayers are all paying into this fund and could very much benefit from being able to access it including for down payment assistance, rental assistance, and funding to

[roaringforkcdc.org](http://roaringforkcdc.org)  
A Colorado 501(c)3 nonprofit  
PO Box 2026, Carbondale CO 81623



**Roaring Fork Community Development Corporation**

Our mission is to preserve and create vibrant, diverse and liveable communities in the Roaring Fork and Colorado River Valleys.

create and preserve housing units. The County can also benefit from it by receiving technical assistance and capacity development grants to hire staff and consultants that can aid in the housing needs assessment and action plans that will soon be required by the state under different legislation, as well as applying for implementation grant money should the county identify projects it wishes to pursue. In no way does opting in to Prop 123 undermine any of the county's land use authorities.

In our conversations with DOLA, they have told us that should our project be successful, and the 3-Mile Mobile Home Park residents purchase the park, permanently preserving 20 units of existing affordable housing, it is likely that these will count towards the commitment obligation goal set forth by the opt in.

They have additionally told us that their staff is prioritizing working with jurisdictions in the lead up to the November 1 deadline and are readily available to meet with your staff to answer any questions you may have for your consideration. The contact person is Ashley Weesner, Program Manager, Proposition 123, 303-549-9382; [ashley.weesner@state.co.us](mailto:ashley.weesner@state.co.us). We have additionally attached two fliers that they recommend for your review and information.

- Flier 1: [General info about Prop 123 Baselines & Commitments](#)
- Flier 2: [Prop 123 Funding Programs](#)

We hope you can see the opportunity this program provides for residents of Garfield County who are paying into the fund. Our organization would very much like to avail of these opportunities to help further the goal of affordable housing in our community.

Thank you for your consideration.

Sincerely,

**Andy Kadlec, Board Chair**

*Carlos Herrera, Garfield Resident, Board Member*

*Kelly McNicholas Kury, Board Member*

*Arturo Williams, Garfield Resident, Board Member*

*Tiger Hudson, Garfield Resident, Treasurer*

*Kimbo Brown Schirato, Board Member*

*Rob Pew, Board Member*

[roaringforkcdc.org](http://roaringforkcdc.org)

A Colorado 501(c)3 nonprofit  
PO Box 2026, Carbondale CO 81623





# PROPOSITION 123

## THE BASICS - WHAT IS IT?

A program approved by Colorado voters in 2022 that establishes the *State Affordable Housing Fund* – a sustainable funding source for Colorado communities to make progress in addressing housing affordability challenges. Proposition 123 is an opportunity to access dedicated and sustainable source of funding for affordable housing projects and initiatives for communities.

### WHAT IS THE PROCESS? (SEE BACK FOR MORE DETAIL)



### WHY PARTICIPATE?

By making a commitment to increase housing at a rate of 3% per year over a period of three years, local governments “unlock” access to project and program funding not only for the local government but also for local housing partners such as nonprofits, developers, residents and other third party entities. Without filing a commitment, the *State Affordable Housing Fund* will not be available to support projects or programs in that jurisdiction.

## 2023 FUNDING FORECAST

Fiscal Year 2022-2023 - \$160 million (actual)

Fiscal Year 2023-2024 - \$320 million (estimated)

Funding for future years estimated at \$320 million annually depending on taxable income



DOLA receives 40% of funds. The Affordable Housing Support Fund is distributed by DOH & DLG:  
Year 1: \$64 million  
Year 2: \$128 million



OEDIT receives 60% of funds. The Affordable Housing Financing Fund is administered by CHFA:  
Year 1: \$96 million  
Year 2: \$192 million





## PROCESS OVERVIEW

### 1 DEVELOP YOUR BASELINE

Localities must determine their baseline amount of affordable housing in compliance with statutory definitions in order to file a commitment. Communities may develop their baseline using the baseline reference data table or the baseline assistance tool. The baseline assistance tool can be used to:

1. Customize a baseline to reflect current conditions.
2. Estimate the amount of affordable housing at individual price levels.
3. Learn about data sources and math used in baseline development.

### 2 FILE YOUR COMMITMENT

Commitments may be filed by authorized local government officials by **November 1<sup>st</sup>** to unlock funding for 2023-2026. Alternatively, local governments could make a 1- or 2-year commitment by filing by November 1st of either 2024 or 2025.

### 3 BEGIN COUNTING UNITS

Begin counting units and unlock funding once your commitment is accepted.



Note:

Per the graphic above, the overall commitment will be to increase housing 9% over a three-year period with compliance by December 31, 2026.

Establish New Baseline & Fast Track Approval in Place

## HELPFUL TOOLS

Baseline Reference Data Table



<https://bit.ly/3QtZqLN>

Baseline Assistance Tool



<https://bit.ly/co-123-baseline>

Commitment Filing Site



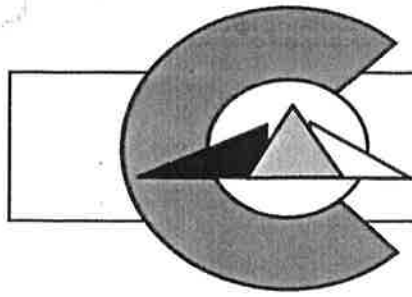
<https://bit.ly/co-123-commit>

Visit the website to view recorded webinars, see FAQs and submit your own questions about commitments and baselines.

[EngageDOLA.org/prop-123](https://EngageDOLA.org/prop-123)

DOLA invites you to a Technical Assistance workshop to learn how your community can participate in the program.





# Garfield County

## Board of Commissioners Agenda Request Form

This form must be completed and attached to all supporting documentation for items to be included in the Garfield County Board of Commissioners Agenda. One (1) form is required per agenda item.

Department/Agency: BOCC and County development (Glenn Hartman)

Submitted By: Three mile Community Park (The Association)

Phone Number: 970 274 0289 E-mail: Jimenez.301@hotmail.com

Date of Board of Commissioners Meeting to consider this item: 10/21/2024  
(Must be submitted by **Wednesday, 11:00 a.m.** prior to Monday meeting)

Topic: Prop 123 consideration for opting in

Description (short summary of topic): We will be asking the county Commissioners to opt into Prop 123

Name(s) of presenters: Grabby Jimenez,

Requested Board Actions (if funding is requested, specify amount):  
Opting in

**PLEASE PROVIDE:** Seven (7) paper copies and one (1) E-mail copy of all documentation to support the agenda request to **Volta Mercer**, email: [vmercerc@garfield-county.com](mailto:vmercerc@garfield-county.com) or mail to 108 8<sup>th</sup> Street, #101, Glenwood Springs, CO 81601, no later than Wednesday, 11 a.m. prior to the Monday meeting. Failure to provide backup material timely and as requested may result in removal or continuance of your agenda item at the County's discretion.

For office use only:	
Where does item need to appear:	_____
Date Submitted:	_____
Materials Received:	_____
County Funds requested:	_____

**BOCC Agenda Request Checklist**

Garfield County – External

NAME OF PERSON PREPARING THIS: Gabriella Jimenez  
~~Three Mile Community Park (The Association)~~

ORGANIZATION: Three mile Community park (The association)

FOR AGENDA (Date): 10/21/2024

BOCC Agenda Item(s) Checklist:

DONE	DESCRIPTION
	1. Agenda request form submitted by Wednesday, 11:00 a.m. prior to Monday meeting.
	2. Email your agenda request form to <a href="mailto:vmercerc@garfield-county.com">vmercerc@garfield-county.com</a> and <a href="mailto:shidalgo@garfield-county.com">shidalgo@garfield-county.com</a>
	3. Seven (7) paper copies of your item delivered to 108 8 <sup>th</sup> Street, Suite 101, Glenwood Springs, CO no later than Wednesday, 11:00 a.m. prior to Monday meeting.
	4. Staple and 3-hole punch your seven (7) copies.
	5. Will your item require a signature by the BOCC? Yes <u>of No</u>
	6. If your item requires a signature, please include an extra copy on top of the seven (7) paper copies with a note stating needs signature.
N/A	7. Will you have a Power Point presentation? Yes or No
N/A	8. If you have a Power Point presentation please email it to <a href="mailto:vmercerc@garfield-county.com">vmercerc@garfield-county.com</a> and <a href="mailto:shidalgo@garfield-county.com">shidalgo@garfield-county.com</a>
N/A	9. If you have a Power Point presentation, please bring it on a flash/thumb drive with you to the meeting. <b>**DO NOT BRING YOUR OWN COMPUTER TO PRESENT.</b>
	10. Do you have any needs not listed above? If so, please explain.
	11. Please email this completed form with your agenda request to <a href="mailto:vmercerc@garfield-county.com">vmercerc@garfield-county.com</a> and <a href="mailto:shidalgo@garfield-county.com">shidalgo@garfield-county.com</a>
	12. Questions – please call Vola Mercer at 970-945-5004 x1040 or Stephanie Hidalgo at x1028

Rev. 03.13.2024



# PROPOSITION 123

## THE BASICS - WHAT IS IT?

A program approved by Colorado voters in 2022 that establishes the *State Affordable Housing Fund* – a sustainable funding source for Colorado communities to make progress in addressing housing affordability challenges. Proposition 123 is an opportunity to access dedicated and sustainable source of funding for affordable housing projects and initiatives for communities.

### WHAT IS THE PROCESS? (SEE BACK FOR MORE DETAIL)



### WHY PARTICIPATE?

By making a commitment to increase housing at a rate of 3% per year over a period of three years, local governments “unlock” access to project and program funding not only for the local government but also for local housing partners such as nonprofits, developers, residents and other third party entities. Without filing a commitment, the *State Affordable Housing Fund* will not be available to support projects or programs in that jurisdiction.

## 2023 FUNDING FORECAST

**Fiscal Year 2022-2023 - \$160 million (actual)**

**Fiscal Year 2023-2024 - \$320 million (estimated)**

Funding for future years estimated at \$320 million annually depending on taxable income



DOLA receives 40% of funds. The Affordable Housing Support Fund is distributed by DOH & DLG:  
Year 1: \$64 million  
Year 2: \$128 million



OEDIT receives 60% of funds. The Affordable Housing Financing Fund is administered by CHFA:  
Year 1: \$96 million  
Year 2: \$192 million





## PROCESS OVERVIEW

### 1 DEVELOP YOUR BASELINE

Localities must determine their baseline amount of affordable housing in compliance with statutory definitions in order to file a commitment. Communities may develop their baseline using the baseline reference data table or the baseline assistance tool. The baseline assistance tool can be used to:

1. Customize a baseline to reflect current conditions.
2. Estimate the amount of affordable housing at individual price levels.
3. Learn about data sources and math used in baseline development.

### 2 FILE YOUR COMMITMENT

Commitments may be filed by authorized local government officials by **November 1<sup>st</sup>** to unlock funding for 2023-2026. Alternatively, local governments could make a 1- or 2-year commitment by filing by November 1st of either 2024 or 2025.

### 3 BEGIN COUNTING UNITS

Begin counting units and unlock funding once your commitment is accepted.



**Note:**  
Per the graphic above, the overall commitment will be to increase housing 9% over a three-year period with compliance by December 31, 2026.

*Establish New Baseline & Fast Track Approval in Place*

## HELPFUL TOOLS

Baseline Reference Data Table



<https://bit.ly/3QtZqLN>

Baseline Assistance Tool



<https://bit.ly/co-123-baseline>

Commitment Filing Site



<https://bit.ly/co-123-commit>

Visit the website to view recorded webinars, see [FAQs](#) and submit your own questions about commitments and baselines.

[EngageDOLA.org/prop-123](https://EngageDOLA.org/prop-123)

*DOLA invites you to a Technical Assistance workshop to learn how your community can participate in the program.*



# PROPOSITION 123

## JUNE 2023 FUNDING FORECAST

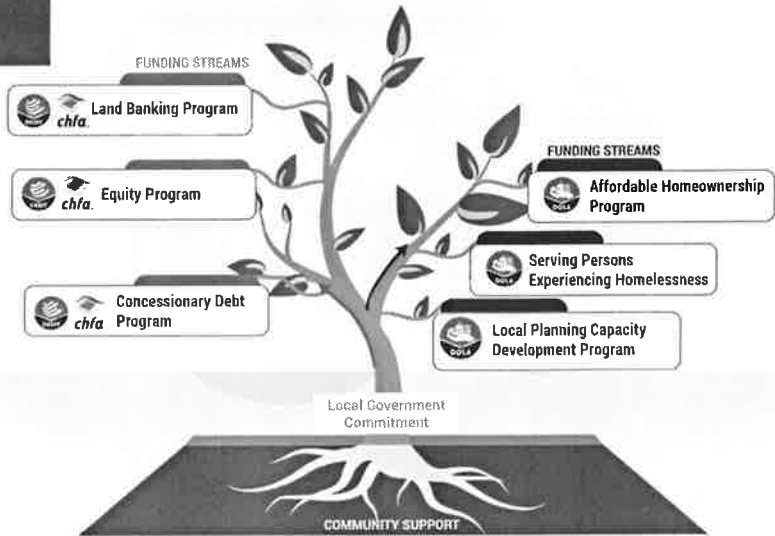
The following includes the funding forecast for the first two years of Proposition 123 funding programs as well as a breakdown of the distribution of funds to the various established programs. The funds can be accessed for housing projects in jurisdictions where a commitment has been accepted by DOLA by Nov 1, 2023.

**Fiscal Year 2022-2023 - \$160 million**

**Fiscal Year 2023-2024 - \$318 million**



**DOH receives 40% of funds.**  
**Affordable Housing Support Fund is estimated to be:**  
Year 1: \$64 million  
Year 2: \$127.2 million



**OEDIT receives 60% of funds.**  
**Affordable Housing Financing Fund is estimated to be:**  
Year 1: \$96 million  
Year 2: \$190.8 million



**AFFORDABLE HOMEOWNERSHIP PROGRAMS**  
Down Payment assistance, grants and loans for homeownership



**LAND BANKING**  
Grants and forgivable loans to acquire and preserve land for affordable housing development.



**PROGRAMS SERVING PERSONS EXPERIENCING HOMELESSNESS**  
Funding for people experiencing or at risk for homelessness



**EQUITY**  
Equity investment to support the creation or preservation of low- and middle- income multifamily rental development



**LOCAL PLANNING CAPACITY GRANT PROGRAM**  
Grants to local governments to increase capacity of local government planning departments



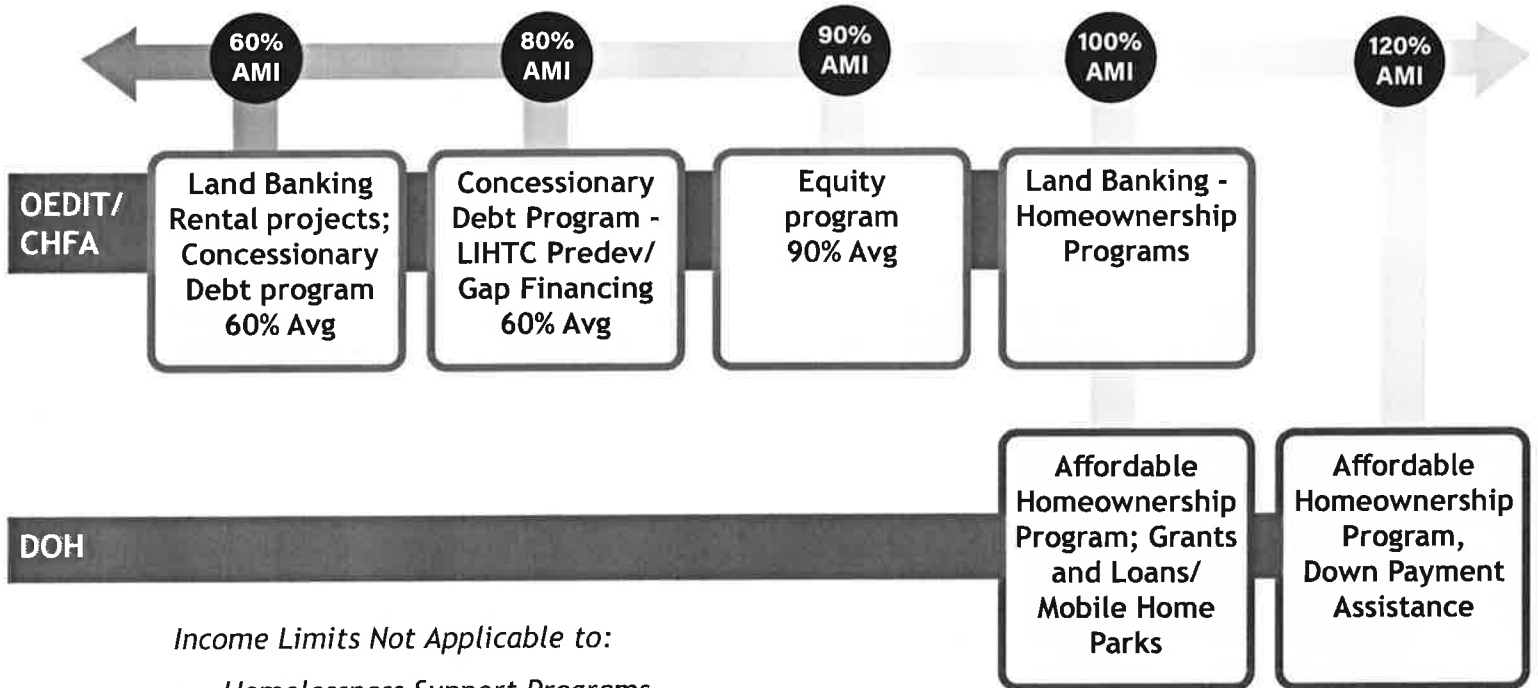
**CONCESSIONARY DEBT**  
Loans to support the creation and preservation of affordable rental housing.



## PROGRAM INCOME LIMITS

*\*unless Rural Resort Petition approved*

Each funding program has different income limits, which are not related to the baseline in the local government commitment. Some programs allow for AMI averaging, while other programs allow up to the AMI percentage specified in the table below.



*Income Limits Not Applicable to:*

- Homelessness Support Programs
- Local Planning Capacity Grants

## RESOURCES



**CHFA/OEDIT Funding Programs:**  
<https://www.chfainfo.com/>



**COLORADO**  
 Department of Local Affairs

**DOLA Proposition 123 Information:**  
<https://engagedola.org/prop-123>

# **Stand Up to Support Affordable Housing in Garfield County!/ ¡Levántate para apoyar la vivienda asequible en el condado de Garfield!**

This petition was created by the 3 Mile Community Park Association in partnership with Roaring Fork CDC and Justice for the People Legal Center/ Este petición fue creado por la Asociación de 3 Mile Community Park en conjunto con Roaring Fork CDC y Justicia para el Pueblo Centro Legal

(Seguido en español) Right now, there is a housing crisis reaching every corner of the state, including Garfield County. Thankfully, Colorado voters overwhelmingly voted “Yes” on Proposition 123 in 2022, which allocates money already collected through the state income tax to go towards affordable housing. Unfortunately, Garfield County is currently the only county in the state that has not opted in to allow organizations and community members to have access to these funds. Residents living at 3 Mile Community Park are leading the charge to push our county commissioners to support this measure so that we, residents of Garfield County, also have access to these funds that we have already paid into. 3 Mile is one of over a dozen mobile home parks on their way to becoming resident owned, but are in need of funding to make critical improvements in the community to ensure it remains safe and affordable. Please sign this petition to voice your support for Garfield County opting into Prop 123, giving working class communities across the county access to this pool of funds.



En este momento, hay una crisis de vivienda que llega a todos los rincones del estado, incluido el condado de Garfield.

Afortunadamente, los votantes de Colorado votaron "Sí" a la Proposición 123 en 2022, que asigna dinero ya recaudado a través del impuesto estatal de ingresos para usar fondos para crear y preservar viviendas asequibles. Desafortunadamente, el condado de Garfield es actualmente el único condado del estado que no ha optado por permitir que las organizaciones y los miembros de la comunidad tengan acceso a estos fondos. Los residentes que viven en 3 Mile Community Park están liderando la iniciativa para presionar a los comisionados de nuestro condado para que apoyen esta medida para que nosotros, los residentes del condado de Garfield, también tengamos acceso a estos fondos que ya hemos pagado. 3 Mile es uno de más de una docena de parques de casas móviles en camino a convertirse en propiedad de los residentes, pero necesitan fondos para realizar mejoras críticas en la comunidad y garantizar que siga siendo segura y asequible. Firme esta petición para expresar su apoyo a que el condado de Garfield opte por la Proposición 123, brindando a las comunidades de clase trabajadora de todo el condado acceso a este fondo común de fondos.

**Stand Up to Support Affordable Housing in Garfield County!\_**  
**¡Levántate para apoyar la vivienda asequible en el condado de Garfield!**

---

1. Full Name/ Nombre complete:  
**Andrea Chiriboga-Flor**

Submission Date:  
**10/15/2024**

Email Address/ Correo electronico:  
**andrea.chiriboga.flor@gmail.com**

Phone Number/ Numero de Telefono:  
**(978) 516-8996**

Address/ Direccion:  
**1649 Lima St., Aurora, Colorado, 80010, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**No**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

2. Full Name/ Nombre complete:  
**Jami Hayes**

Submission Date:  
**10/15/2024**

Email Address/ Correo electronico:  
**jhayes@youthzone.com**

Phone Number/ Numero de Telefono:  
**(970) 945-9300**

Address/ Direccion:  
**413 9th Street, Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

---

3. Full Name/ Nombre complete:  
**Hanna Arauza**

Submission Date:  
**10/15/2024**

Email Address/ Correo electronico:  
**hanna.marie811@gmail.com**

Phone Number/ Numero de Telefono:  
**(512) 919-6982**

Address/ Direccion:  
**570 Will Ave, Rifle, Colorado, 81650, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

4. Full Name/ Nombre complete:  
**Lindsay Lofaro**

Submission Date:  
**10/15/2024**

Email Address/ Correo electronico:  
**lindsaylofaro@gmail.com**

Phone Number/ Numero de Telefono:  
**(970) 309-3172**

Address/ Direccion:  
**105 Ptarmigan Court, Basalt, Colorado, 81621, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**No**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

5. Full Name/ Nombre complete:  
**Erica Snow**

Submission Date:  
**10/15/2024**

Email Address/ Correo electronico:  
**elgosselin@gmail.com**

Phone Number/ Numero de Telefono:  
**(720) 272-6436**

Address/ Direccion:  
**263 Dolores Circle, Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**I want to testify virtually at a Garfield Board of County Commissioners Meeting/  
Quiero testificar virtualmente en una reunion de la Mesa de Comisionados del  
Condado de Garfield en octubre I want to send a letter to my commissioner/ Quiero  
mandar una carta a mi comisionado del condado**

---

6. Full Name/ Nombre complete:  
**Patrick Morrissy**

Submission Date:  
**10/15/2024**

Email Address/ Correo electronico:  
**patrick.morrissy@gmail.com**

Phone Number/ Numero de Telefono:  
**(201) 259-0389**

Address/ Direccion:  
**55 S. Cedar Street, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**I want to testify in person at a Garfield Board of County Commissioner meeting in  
October/Quiero testificar en persona en una reunion de la Mesa de Comisionados del Condado  
de Garfield en octubre. I want to send a letter to my commissioner/ Quiero mandar una carta a  
mi comisionado del condado**

---

7. Full Name/ Nombre complete:  
**Amy Kaiser**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**amymoon@hotmail.com**

Phone Number/ Numero de Telefono:  
**(970) 618-1104**

Address/ Direccion:  
**85 N. 7th Street, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

8. Full Name/ Nombre complete:  
**Amy Moore**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**amyregina08@gmail.com**

Phone Number/ Numero de Telefono:  
**n/a**

Address/ Direccion:  
**38 E Sopris Ct, Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

9. Full Name/ Nombre complete:

**Jasmin Ramirez**

Submission Date:

**10/14/2024**

Email Address/ Correo electronico:

**jasramirez8@gmail.com**

Phone Number/ Numero de Telefono:

**(970) 319-9016**

Address/ Direccion:

**Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**I want to testify in person at a Garfield Board of County Commissioner meeting in October/ Quiero testificar en persona en una reunion de la Mesa de Comisionados del Condado de Garfield en octubre. I want to testify virtually at a Garfield Board of County Commissioners Meeting/ Quiero testificar virtualmente en una reunion de la Mesa de Comisionados del Condad de Garfield en octubre I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

10. Full Name/ Nombre complete:

**Diane Kruse**

Submission Date:

**10/14/2024**

Email Address/ Correo electronico:

**diane@neoconnect.us**

Phone Number/ Numero de Telefono:

**(970) 309-3500**

Address/ Direccion:

**1318 Riverview Avenue, Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**I want to send a letter to my commissioner/ Quiero mandar una carta a mi  
comisionado del condado**

---

11. Full Name/ Nombre complete:  
**Monica Perez-Rhodes**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**mrhodes@crms.org**

Phone Number/ Numero de Telefono:  
**(970) 963-2562**

Address/ Direccion:  
**500 Holden Way, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

12. Full Name/ Nombre complete:  
**Tessa Schreiner**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**tessa.schreiner@gmail.com**

Phone Number/ Numero de Telefono:  
**(404) 580-9008**

Address/ Direccion:  
**722 Lincoln Ave., Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**



---

13. Full Name/ Nombre complete:  
**Aracely Terrazas Chaparro**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**terrazas.aracely@yahoo.com**

Phone Number/ Numero de Telefono:  
**(970) 274-9210**

Address/ Direccion:  
**495 Morrison St, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

14. Full Name/ Nombre complete:  
**Bryan Alvarez-Terrazas**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**bryanalvarezconsulting@gmail.com**

Phone Number/ Numero de Telefono:  
**(970) 319-7598**

Address/ Direccion:  
**495 Morrison St, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**I want to testify in person at a Garfield Board of County Commissioner meeting in October/ Quiero testificar en persona en una reunion de la Mesa de Comisionados del Condado de Garfield en octubre. I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

15. Full Name/ Nombre complete:  
**Sara Fleming**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**sarajfleming@gmail.com**

Phone Number/ Numero de Telefono:  
**(970) 987-4190**

Address/ Direccion:  
**765 13th St, Boulder, Colorado, 80302, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**No**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

16. Full Name/ Nombre complete:  
**Emilee Powell**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**emileep@hrwco.org**

Phone Number/ Numero de Telefono:  
**(970) 773-9738**

Address/ Direccion:  
**524 30 Road, Suite 3, Grand Junction, Colorado, 81504, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**No**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

17. Full Name/ Nombre complete:

**Michael Hayes**

Submission Date:

**10/14/2024**

Email Address/ Correo electronico:

**mjhayes15@gmail.com**

Phone Number/ Numero de Telefono:

**(970) 309-5006**

Address/ Direccion:

**1188 CR 106, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

18. Full Name/ Nombre complete:

**Kathryn Erickson**

Submission Date:

**10/14/2024**

Email Address/ Correo electronico:

**kathryn.lee.erickson@gmail.com**

Phone Number/ Numero de Telefono:

**(218) 349-3303**

Address/ Direccion:

**221 Sunflower Loop, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**None**

---

19. Full Name/ Nombre complete:  
**Kyle Crawley**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**kyle.crawley@westernalum.org**

Phone Number/ Numero de Telefono:  
**(720) 207-7646**

Address/ Direccion:  
**669 Surrey Rd, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

20. Full Name/ Nombre complete:  
**Raleigh Burleigh**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**raleighjburleigh@gmail.com**

Phone Number/ Numero de Telefono:  
**(970) 456-6929**

Address/ Direccion:  
**65 Pine Street, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

21. Full Name/ Nombre complete:

**Kim Brown**

Submission Date:

**10/14/2024**

Email Address/ Correo electronico:

**kimbobrown@gmail.com**

Phone Number/ Numero de Telefono:

**(970) 401-3222**

Address/ Direccion:

**194 Riverdown Drive, Aspen, Colorado, 81611, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**No**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**None**

---

22. Full Name/ Nombre complete:

**Lindsay Fallon**

Submission Date:

**10/14/2024**

Email Address/ Correo electronico:

**lindsayfallondu@gmail.com**

Phone Number/ Numero de Telefono:

**(970) 279-1296**

Address/ Direccion:

**10 Deer Run, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**No**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**I want to testify virtually at a Garfield Board of County Commissioners Meeting/**

**Quiero testificar virtualmente en una reunion de la Mesa de Comisionados del**

**Condad de Garfield en octubre**

---

23. Full Name/ Nombre complete:  
**Shannon Meyer**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**shannonmeyer@live.com**

Phone Number/ Numero de Telefono:  
**(970) 366-0104**

Address/ Direccion:  
**500 Holden Way, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

24. Full Name/ Nombre complete:  
**Hannah Berman**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:

Phone Number/ Numero de Telefono:

Address/ Direccion:  
**Basalt, Colorado, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**No**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

25. Full Name/ Nombre complete:

**Matthew King**

Submission Date:

**10/14/2024**

Email Address/ Correo electronico:

**kinginco@gmail.com**

Phone Number/ Numero de Telefono:

**(970) 376-3974**

Address/ Direccion:

**628 Hyland Park Dr, Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**None**

---

26. Full Name/ Nombre complete:

**Jay Engstrom**

Submission Date:

**10/14/2024**

Email Address/ Correo electronico:

Phone Number/ Numero de Telefono:

Address/ Direccion:

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**None**



---

27. Full Name/ Nombre complete:  
**Robert Stein**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**robertenango@gmail.com**

Phone Number/ Numero de Telefono:  
**(303) 332-5700**

Address/ Direccion:  
**114 Iron Horse Rd., Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

28. Full Name/ Nombre complete:  
**Steven Arauza**

Submission Date:  
**10/14/2024**

Email Address/ Correo electronico:  
**stevenarauza@gmail.com**

Phone Number/ Numero de Telefono:  
**(970) 505-8433**

Address/ Direccion:  
**570 Will Avenue, Rifle, Colorado, 81650, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**None**

---

29. Full Name/ Nombre complete:

**Holly ColemN**

Submission Date:

**10/13/2024**

Email Address/ Correo electronico:

**pontonhv@gmail.com**

Phone Number/ Numero de Telefono:

**(434) 547-6543**

Address/ Direccion:

**1043 Park West Dr, Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

30. Full Name/ Nombre complete:

**Brendon Langenhuizen**

Submission Date:

**10/13/2024**

Email Address/ Correo electronico:

**brendon.langenhuizen@gmail.com**

Phone Number/ Numero de Telefono:

**(970) 319-5947**

Address/ Direccion:

**1107 Parkwood Lane, Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

31. Full Name/ Nombre complete:  
**Patricia Kramer**

Submission Date:  
**10/13/2024**

Email Address/ Correo electronico:  
**kramers85@comcast.net**

Phone Number/ Numero de Telefono:  
**(970) 309-7646**

Address/ Direccion:  
**2501 Palmer Avenue, Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

32. Full Name/ Nombre complete:  
**Colin Laird**

Submission Date:  
**10/13/2024**

Email Address/ Correo electronico:  
**claird@carbondaleco.net**

Phone Number/ Numero de Telefono:  
**(970) 309-2053**

Address/ Direccion:  
**330 Oak Run, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?  
**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:  
**I want to testify in person at a Garfield Board of County Commissioner meeting in October/Quiero testificar en persona en una reunionn de la Mesa de Comisionados del Condado de Garfield en octubre. I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

33. Full Name/ Nombre complete:

**Kendall Reiley**

Submission Date:

**10/13/2024**

Email Address/ Correo electronico:

**kendall.reiley@gmail.com**

Phone Number/ Numero de Telefono:

**(781) 254-1977**

Address/ Direccion:

**621 S 2nd St, Apt N, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**None**

---

34. Full Name/ Nombre complete:

**Rev Wendy Huber**

Submission Date:

**10/13/2024**

Email Address/ Correo electronico:

**revwend@gmail.com**

Phone Number/ Numero de Telefono:

**(713) 291-7195**

Address/ Direccion:

**76 Spring Ridge Ct, Glenwood Springs, Colorado, 81601-9283, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**I want to testify in person at a Garfield Board of County Commissioner meeting in October/-†Quiero testificar en persona en una reuni√≥n de la Mesa de Comisionados del Condado de Garfield en octubre.**

---

35. Full Name/ Nombre completo:

**Erica Golden**

Submission Date:

**10/13/2024**

Email Address/ Correo electronico:

**erica@site-architects.com**

Phone Number/ Numero de Telefono:

Address/ Direccion:

**1101 Pitkin Ave, Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

36. Full Name/ Nombre completo:

**Sarah Fedishen**

Submission Date:

**10/13/2024**

Email Address/ Correo electronico:

**fedishen3@gmail.com**

Phone Number/ Numero de Telefono:

**(970) 355-4409**

Address/ Direccion:

**1205 Catherine Ct, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**None**

---

37. Full Name/ Nombre complete:

**Lindsay Gurley**

Submission Date:

**10/13/2024**

Email Address/ Correo electronico:

**Ljgurley@gmail.com**

Phone Number/ Numero de Telefono:

**(303) 956-6086**

Address/ Direccion:

**1319 County Road 127, Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

38. Full Name/ Nombre complete:

**Alexandra Katsiaficas**

Submission Date:

**10/13/2024**

Email Address/ Correo electronico:

**alexiskwagner17@gmail.com**

Phone Number/ Numero de Telefono:

**(303) 638-9708**

Address/ Direccion:

**415 Sopris Ave, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

39. Full Name/ Nombre complete:

**Katherine Coe**

Submission Date:

**10/13/2024**

Email Address/ Correo electronico:

**kayk.coe@gmail.com**

Phone Number/ Numero de Telefono:

Address/ Direccion:

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

40. Full Name/ Nombre complete:

**Sam Feuerborn**

Submission Date:

**10/13/2024**

Email Address/ Correo electronico:

Phone Number/ Numero de Telefono:

Address/ Direccion:

**1319 County Road 127, Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**I want to send a letter to my commissioner/ Quiero mandar una carta a mi comisionado del condado**

---

41. Full Name/ Nombre complete:

**Katie Langenhuizen**

Submission Date:

**10/13/2024**

Email Address/ Correo electronico:

**katie.langenhuizen@gmail.com**

Phone Number/ Numero de Telefono:

**(970) 319-5233**

Address/ Direccion:

**1107 Parkwood Lane, Glenwood Springs, Colorado, 81601, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**None**

---

42. Full Name/ Nombre complete:

**Sydney Schalit**

Submission Date:

**10/13/2024**

Email Address/ Correo electronico:

**sydrhsyd@gmail.com**

Phone Number/ Numero de Telefono:

**(719) 221-5656**

Address/ Direccion:

**1188 County Road 106, Carbondale, Colorado, 81623, United States**

Resident of Garfield County?/ Eres residente del condado de Garfield?

**Yes/Si**

Campaign Activities Interest List/Lista de intereses de actividades de la campana:

**None**