



BOARD OF COUNTY COMMISSIONER REGULAR MEETING

December 20, 2022

Administration Building

560 Dodge St., Delta, CO 81416

8:30 AM

PLEDGE OF ALLEGIANCE

ADDITIONS TO THE AGENDA

APPROVAL OF AGENDA

CONSTITUENT TIME: This is the time for members of the public to present issues of concern or interest to the Board. All issues requiring further research will be forwarded to the appropriate staff for response at a later time. No decisions are made by the BoCC during constituent time.

COUNTY CLERK - TERI STEPHENSON

1. Minutes for the December 6, 2022 BoCC Regular Meeting
2. Minutes for December 7, 2022 BoCC Special Meeting
3. Minutes for December 9, 2022 BoCC Special Meeting
4. Liquor License renewal for a Liquor Store for Desperado Inc. dba Desperado Liquor located at 40486 D Road, Crawford

COMMISSIONER BUSINESS

1. Board's consideration and signature for the Secure Transportation License and Permits for Delta County Ambulance District
2. Ratify Warrants
3. Mill Levy Certification
4. Lindsay Mitchell review BoCC schedule

10:00 AM

PLANNING

1. PLN22-073/Holt
Consider a Preliminary Plat to subdivide approximately 37 acres into four (4) lots in the A-5 zoning district. The property is located at 25177 Cedar Mesa Road, Cedaredge.
2. Consider and award 2022-RFP-24 for Permit Database Software (Land Use - Planning)

10:30 AM

HUMAN SERVICES - ANNE GALLEGOS

1. Financials and Department Updates
2. Board's consideration and signature on the Memorandum of Understanding between the State of Colorado Department of Early Childhood and the Board of County Commissioners regarding the administration of the Colorado Child Care Assistance Program
2. Board's consideration and signature on the Child Welfare On-Call Expectations

INFORMATION

1. Jail Reports
2. Road & Bridge Reports

11:30 AM

COUNTY ATTORNEY - JOHN BAIER

1. Board's consideration of resolution authorizing purchase, the Chair to sign contract and for the County Attorney to sign closing documents for real property owned by Hickam and Castle located in Hotchkiss, Colorado.
2. Resolution Authorizing penalty assessment procedure for various violations as provided in C.R.S. §16-2-201 including a graduated fine schedule
3. Board's consideration of Fixed Base Operator's Agreement and Lease with Smiling Aviation, Inc. - Blake Field

12:00 PM

ADJOURN

The next Board of County Commissioner Meeting is Tuesday, January 03, 2023

CERTIFICATION OF POSTING

On Friday, December 16, 2022 at 10:00 AM, Amanda Porter did post the above AGENDA as public notice of the 12/20/22 meeting. The official notice is placed on the front entrance of the Delta County Courthouse located at 501 Palmer, Delta, Colorado.

**DELTA COUNTY COMMISSIONERS REGULAR MEETING
DECEMBER 6, 2022**

Commissioners Mike Lane, Wendell Koontz and Don Suppes met in the Commissioners Room in the Administrative Building for their regular meeting. Also present were County Administrator Robbie LeValley, County Attorney John Baier, Public Information Officer Lindsay Mitchell and Clerk and Recorder Teri A. Stephenson.

Verbatim Audio is available of these proceedings at the Delta County Clerk and Recorder's Office for 6 months from the above date. All documents incorporated in these minutes by reference are also available for review at the Delta County Clerk and Recorder's Office.

Chairman Suppes convened the Meeting of the Board of Delta County Commissioners for Tuesday, December 6, 2022 at 8:30 A.M. The Pledge of Allegiance was recited.

AGENDA:

Additions to the agenda:

- None

Chairman Suppes accepted the agenda as presented.

CONSTITUENT TIME:

None

COUNTY CLERK AND RECORDER TERI STEPHENSON:

Minutes for the November 22, 2022 BoCC Regular Meeting were approved as presented.

Minutes for the November 30, 2022 BoCC Special Meeting were approved as presented.

COMMISSIONER'S BUSINESS:

Resolution adopting 2023 budget for the County of Delta, State of Colorado:

Robbie stated that before the Board is the first resolution of the 2023 budget. She thanked every department head, Payroll Director Suesan Scheetz, Finance Director Leone Anderson that they have the budget that started in July with the entire process with all statutes being met and went through the public process and since it was posted on the County website, we received minimal comments. Robbie explained that the public notice was in the paper October 12, 2022. She said that the Board will see that there is an increase which is primarily due to the increase in construction projects as well as the increase in total cost for all the departments.

- General Fund total is \$17,933,674
- Road and Bridge total is \$7,813,779
- Other Funds are listed
- Total Expenditure budget is \$54,459,356
- Revenue for General Fund is \$22,702,317
- Revenue for Road and Bridge is \$9,305,935
- Total Revenue which includes the fund balance is \$76,273,263

Robbie stated before the Board is the adoption of the budget. She asked for questions. Commissioner Lane thanked Robbie, all the staff and department heads for all their work putting these numbers together. He added that Leone has made it easy to read and thanked her.

Chairman Suppes said that the budget is higher than what we have seen in the past but we do have quite a bit of grant money that came in for construction projects, and projects for Road and Bridge that got pushed off last year to next year which changes the budget for next and makes it a little higher. He thanked Leone, Robbie and Suesan because this is the single most important job that they do as Commissioners yearly and they could not do it without them.

Commissioner Koontz said he cannot echo enough what the two Commissioners have said. He stated that starting in July which is months and months in the making and he appreciate all the effort and thought that they put into this.

Commissioner Koontz made a motion that the Board approve Resolution No. 2022-R-034 a Resolution concerning the adoption of the 2023 budget for the County of Delta, State of Colorado. Commissioner Lane seconded the motion.

Motion carried by a vote of 3 to 0.

Resolution concerning the appropriation of sums of money to the various departments and funds of the County of Delta, State of Colorado:

Robbie said per the statute once the budget is adopted then a resolution to appropriate all monies to the various departments.

Commissioner Lane made a motion that the Board approve Resolution No. 2022-R-035 a Resolution concerning the appropriation of sums of money to the various departments and funds of the County of Delta, State of Colorado for the Fiscal Year 2023. Commissioner Koontz seconded the motion.

Motion carried by a vote of 3 to 0.

Resolution levying of property tax for year 2022 for the County of Delta, State of Colorado:

Robbie explained that the levying of property tax for the year 2022 for the fiscal year 2023. She said before the Board is the money necessary to balance the 2023 budget for the total required for General Fund, Road and Bridge Fund, Human Service Fund, Contingency Fund, Economic Development Fund for a total of \$5,662,282.

Robbie said that when the mill levy is calculated that includes the abatements then have total mill levy of 15.278 mills and TABOR does not allow Delta County to go over 18.057 the difference between 18.057 and 15.278 will be the refund noted for Delta County property tax.

Chairman Suppes said that a 15-mill property tax is pretty good and are maintaining very well. He stated that we have had a few years where we have pushed the 18 limits but the current and previous Board have always pushed to maintain that levy as low as possible and he gave kudos to all the department heads and everyone else that have kept their budgets in check in helping to do this year. Chairman Suppes added that we made comments that the department heads did not go crazy when they started budgeting and they were very fiscally responsible and this is the product for that so he thanked everyone for that.

Commissioner Koontz made a motion that the Board approve Resolution No. 2022-R-036 a Resolution concerning the levying of property taxes for the year 2022 for the County of Delta, State of Colorado fiscal year 2023. Commissioner Lane seconded the motion.

Motion carried by a vote of 3 to 0.

Board's recognition of the Cedaredge FFA and their National placing judging team:

Chairman Suppes said that the Board has invited the Cedaredge FFA to recognize them for going to Nationals and doing such an amazing job. The FFA members introduced themselves to the Board and thanked them for recognizing them and said they appreciated everything the Board does.

The members reported on the following items that they did at Nationals:

- There was a team that did the dairy cattle evaluation and went through and evaluated cattle, six classes of cattle and gave reasons on three. The team activity reflected problems in the industry and how they would approach and solve them.
- When they were here a month before they had a general knowledge and herd record which is going through records of dairy cattle and looking at it as a producer would.
- This team scored silver as a team, members took gold, two silvers and a bronze and placed 16th out of 44.
- Conduct of Chapter Meeting team consisted of seven members and their competition started at the beginning of October where they took their general knowledge test. The team showed their parliamentary procedures skills during the competition and they represented their fake meeting and overall, their team placed silver and this is the top half of all competitors.
- The Horticulture Team started their competition virtually and took their general knowledge test, problem solving and plant equipment identification and at nationals they did floral arrangements that were corsages, media selling, a team activity making planters and planted young plants. They learned about wholesale productions of greenhouse and florist operations. This team took 12th overall which is silver and took 26th which is gold. Member of this team took gold and two silver.

Community projects that they have done since coming back were:

- Adopting two families who are in financial need and the kids can still have Christmas.
- Military boxes
- VFW pancake breakfast
- Military Ball
- Abraham Connection by serving food
- Giving gifts to those in need such as hats and gloves
- Help at nursing home; closer to Christmas they will go caroling with them
- Help serve at the DCLA dinner in Hotchkiss

They also got to do industry tours while at nationals:

- Motor speedway
- Kentucky derby
- Soybean and pig plant
- Shrimp farm to see how they grow and sell shrimp

Katie Greenwood is the agricultural teacher in Cedaredge and has been for 15 years.

Commissioner Lane said it is very nice to see young people this engaged in farming activities with Future Farmers of America. He added that it is nice that we have a new generation coming up that will grow food to feed families to help with continuing our way and standard of life, he thanked them.

Sheriff Taylor – Board’s consideration and discussion regarding increase in Sheriff’s fees:

Sheriff Taylor explained that for the last several years the amount of CORA requests and the Colorado Criminal Justice Records Requests have been overwhelming for his office and as they are aware the CORA requests. He said that the fee for research and redaction is currently at \$5.00 and they are requesting the Commissioner to approve and amend that fee to \$20.00 due to all the requests that require a body worn camera videos, 911 calls, non 911 dispatch calls and the large criminal investigations that the records person has to go through to research and redact. Sheriff Taylor stated that all the other fees will remain the same this is just for the additional research and redaction for the amount of large criminal justice and CORA requests.

Chairman Suppes said that he put some neighboring counties in the information. Sheriff Taylor said that it was surround counties and local offices that indicate the same. Chairman Suppes said this will put us on par with everyone else.

Commissioner Koontz said that the Sheriff and Undersheriff have looked at this and the increase will get them back to being even. Sheriff Taylor stated that it will help with the amount of time and effort because they have one records person that does the research and redaction so he thinks it is a reasonable fee for what he does.

Chairman Suppes believes it is legitimate especially given the number of CORA requests we are receiving.

There was a brief discussion regarding the need for a resolution or not. It was determined that by statute the Sheriff could request any reasonable this fee increase.

Commissioner Koontz made a motion that the Board approve the recommended fee amendments:

- Initial fee will be \$5.00 non-refundable
- Additional page fee will be 25 cents per page
- Additional research and redaction go from \$5.00 an hour, amended to \$20.00 an hour
- Additional reports same request is \$2.50 per report
- 911 photos and video will be charged \$25.00 per disc or thumb drive

Commissioner Lane seconded the motion.

Motion carried by a vote of 3 to 0.

Board’s review and approval of Amendment #1 of the Jail Based Behavioral Health Services (JBBS) between Colorado Department of Human Services Behavioral Health Administration and Delta County for the use and benefit of the Delta County Sheriff’s Department:

Integrated Therapy Joel Watts was present.

Sheriff Taylor said that the Board has a copy of the Contract Amendment #1 for the JBBS program in the Delta County Detention Facility. He explained that the Delta County Sheriff’s Office has partnered with the Colorado Department of Human Services Behavioral Health Administration for a number of years that provide services to the Delta County Sheriff’s Office but it goes towards detentions and large increase of inmates that have mental health issues and substance abuse issues. Sheriff Taylor stated that they contract with Integrated Therapy for services in the jail. He explained that they have a coordinator that writes the grant of expected services for the year, the grant is sent to the State where it is approved and then Integrated sends invoices to the Sheriff he reviews and then sends it to the State for funds and the Sheriff’s office sends the funds to Integrated. He added that the Sheriff’s Department is basically a pass-through service for Integrated for these services. Sheriff Taylor said that he brought in Joel Watts in to give the Board an idea of what services they provide and some direction going into 2023.

Joel explained that Integrated is going to continue to provide any mental health and they are also a pass-through so they bill for such things like Medication Assistance Treatment (MAT) and all of this is funded by grants even if inmates have Medicaid, it is still funded by grants and has to be funded by grants until such time Medicaid pays. He said that part of the services is not only during incarceration or detainment but also after. Joel stated that they have immediate follow up after they have psychiatric review by the staff that coordinates with their telehealth psychiatric provider. He added that when the incarcerated individual gets out, they have outpatient services. Joel stated with the outpatient services they generally will not return or are less likely to return. He said he does not like to see the same people over and over again. Joel explained that the more they can put into services inside and outside of the jail the better it is for public safety.

Commissioner Lane clarified that the contract amount was for \$380,000.00. Joel said that was correct and added that it has been significantly lower but they increased that because they like to have an in person psychiatric to start around January. He stated that the other benefit to that is that they asked for the increase for additional issues inside the jail so they can have better access to services but the State has cut some of that so they were actually able to get an increase when others got a decrease.

Commissioner Koontz said that Joel mentioned there were issues in the jail that prompted him to want to do more in person, what were those issues. Joel said that he would prefer to have an in person psychiatric evaluation because they are able to sit and have that relationship with that person inside of jail so when they get out of jail there is report and they don't have to ask for records request or access to anything like that. He gave an example of Monday the incarcerated individual sees the psychologist on Monday in the jail and then released and on Wednesday they go to outpatient and they continue their services without delay. Joel said that what they do is they can move them without hiccup from an inmate status to community status and what they see is that this is a lot better chance of them not creating another public safety risk. He explained that a lot of times when they see people who are inside any type of detention center it is substance abuse or mental health issue and if they can work on that from an in-person perspective as well as an outpatient perspective they hopefully will see what the evidence shows which is a decrease of risk to public safety and a much healthier individual.

Commissioner Lane asked for Joel to describe telehealth. Joel explained that it is a video conferences for their current psychiatric provider, sometimes based on population they can offer telehealth services and they see this across the country and across the profession as that increases, he is not a fan of this type of service. He believes the evidence is going to indicate that telehealth does not afford them a therapeutic relationship that is essential to helping people get better. Joel said he is not knocking it he just wishes it would go away.

Chairman Suppes said that he knows that drugs are a big issue probably with a lot of the people that they are seeing, is any of this money going to drug treatment or are we able to take that outside the jail walls and take the drug treatment on past when they get released. Joel stated that the answer is yes to both. He further explained that there is a traditional substance use counseling that is basically medication to help avoid substances but what they do know is 95% of the people with substance abuse addictions have severe trauma in childhood or severe trauma in otherwise so they work holistically to try and focus on every aspect that has led them to this.

Joel stated that there are some people with personality disorders and will not be treated by substance use choices. He said that there is Medical Assistance Treatment which is various treatments that these funds will help inside and Medicaid will pick it up outside. Joel added that Medical non therapeutic but you cannot just be on the various treatments you have to also have the mental treatment that goes along with it which is why they are insistent that they have include mental health therapy.

Sheriff Taylor said that this program also helps the county in a big way for mental health medication because in the past mental health medication is very expensive and in the past the county has had to pay for that. He stated that this program allows Joel's team to identify those medications and pay for a lot of the mental health medications that come through the inmates. Joel added that they are expensive such as the shots that are prescribed to people with severe schizophrenia which is anywhere from \$1,200.00 to \$1,800.00 a shot per month. He said one of the things they do is find ways to fund that because the county should not pick it up, the individual can't pick it up if they are in extreme schizophrenia, and Medicaid is not paying for it if they are incarcerated.

Joel said as part of the Jail Standards Commission that he serves on in the front range they are trying to work on Medicaid picking up some of these things because it is a medical issue, it should not be a county issue, it should not be an incarceration issue it is a medical issue so they are working on some of these funding sources. He added that medication is expensive so if they can find grants or other ways to pay for it.

Chairman Suppes asked if he was having any luck with the Medicaid issue because it seems that every year, they are battling Medicaid trying to get coverage for folks that are in jail and it seems like they are pounding their heads against a wall. Joel said that some discussion that they are having will provide some movement.

Sheriff Taylor stated that they have had individuals in their detention facility that are in extreme mental crisis and legislation passed several years ago that somebody that is picked up on a mental health crisis can not be in the detention facility due to the mental health crisis alone they have to have criminal charges attached to it but sometimes that does not work. He explained that these people that are in crisis they end up picking up small misdemeanor crimes, they are placed in the detention facility and that is a place they should not be and they have dealt with some severe mental health crisis in the detention facility. Sheriff Taylor stated that Joel and his team has been outstanding being able to get those individuals out of the jail and placed where they need to be to get the help they need.

Joel said that Integrated is looking at doing an in-crisis stabilization unit which is ideally going to divert more mental health crisis to a local facility to resolve that crisis and they offer the impact house which helps with competency restoration. Chairman Suppes stated that this is an issue and is not going to go away. Sheriff Taylor added that it is only going to get worse.

Chairman Suppes said that he was reading through the contract and it is the Sheriff's signature but the Board does have to review and approve.

Commissioner Lane made a motion that the Board approve Amendment #1 of the Jail Base Behavioral Health Services between the Colorado Department of Human Services Behavioral Health Administration and Delta County for use and benefit of Delta County Sheriff's Department in the amount of \$380,000.00 for the fiscal year of 2023. Commissioner Koontz seconded the motion.

Motion carried by a vote of 3 to 0.

Delta Housing Authority – Colorado Division of Housing Request for Reimbursement Community Development Block Grant (CDBG) from September 13, 2022 to November 23, 2022 in the amount of \$23,357.28:

Robbie stated that this is the standard request for reimbursement for the period of September 13, 2022 to November 23, 2022 in the amount of \$23,357.28 and for consideration and the Chairman's signature.

Commissioner Koontz made a motion that the Board approve and authorize the Chairman to sign the reimbursement request in the amount of \$23,357.28 for the Community Development Block Grant. Commissioner Lane seconded the motion.

Motion carried by a vote of 3 to 0.

County Treasurer Lisa Tafoya regarding County Held Liens:

Lisa said that she is here per statute to present the annual listing of the County Held Liens.

- Currently over all 180 liens held by Delta County as of November 30, 2022
- 44 Manufactured homes – 13 of which are 10 years or older, 10 are on property that is not owned by the mobile home owner

She is in hopes they can get a policy in place that they will be able to offer the property owners the opportunity to take title so they can destroy or do whatever they need to do with that mobile home because as it stands now, if they sell their property that mobile will sit out there in limbo. Lisa stated that she is working towards because these liens are not going to go away with new legislation that takes mobile homes under \$28,000.00 as exempt, they will stay out there and the county can hold those liens for 30 years then they will drop out of our immediate sight but they will still be on the tax roll. She said she would rather clean them up than sweep them under the rug.

Lisa reported the following:

- Mineral rights with the county holding 109 liens
- The three accounts that are currently at 19 years are 1/24 interest of mineral rights on 884-acre parcel and the legal has not been verified but that is the way it is appearing according to the county record.
- The account at the 11-year mark is a ½ mineral right on approximately on 140 acres in Delta and has not been verified

She explained a lot of these hit their list because they become delinquent and they do not want to sell them at tax lien sale because the legal has not been verified and in the past they have had to buy back quite a few because the fractional interest is incorrect or they gave them all mineral rights and oil and gas were somewhere withheld or a slight discrepancy and it is more work for them if they have to buy them back and frustrating to people who hold the lien so they are trying to be proactive.

Lisa reported the following:

- Real properties that are held by the county is 27
- 13 of the properties are listed as unknowns
- 5 possessory interests which are not sold at the tax lien sale because they have nothing physical to sell and they are interesting properties to deal with because the State awards them a lien for example in 2020, it hits the tax roll in 2021 and they do not start collecting until 2022 which means that business could be gone or sold to another name.

Lisa explained that the one on the list at the highest rate out of delinquency they have found is still in business but changed their name and they are working with people at the state in hopes to collect this. She said when they are \$200.00 or less than \$500.00, they do not put giant efforts into that because it is more money on the county side to research them than what they collect.

Commissioner Koontz asked what possessory interest mean. Lisa said it was like a grazing lease or a hunting lease.

Lisa stated that they added eight to the unknown list this year for the 2021 tax year and she has had a conversation with the Assessor because according to statute they are to do their do diligence before they are put on as unknowns and it is listed as a may list as unknowns and she has not received that supporting research to know where we stand on that but this adds to the research list that they have in their office before they can move on. Lisa reported that the remaining nine accounts with real property will probably go to deed unless when she presents them to the Board for county property sale and deed there is some reason they should not because otherwise once it hits the 30 years they will keep circulating back and there will be no progress.

Chairman Suppes said every year that she brings this to them he is amazed at the little details that her office deals with and he give her and her staff kudos because nobody realizes the detail that goes into her job.

Official naming of the G50 Road Boat Ramp:

Chairman Suppes said that they have received the following list of names for the G50 Road Boat Ramp from county staff:

- Sandhill Cranes Ramp
- Sandhill landing
- Sandhill Crane Boat Ramp

- Witches Bridges Boat Ramp
- Eddy Way
- Ripple Ramp
- Soggy Bottom Floaters
- Don't Slip
- Honey Hole Boat Launch
- Dirty Oar Boat Launch
- Canyon Country Boat Ramp
- Crane Landing was submitted afterwards

There was a discussion regarding the names submitted. It was determined that it will be Sandhill Crane Boat Ramp.

Lindsay Mitchell review of the BoCC schedule

INFORMATION:

Jail Reports:

Chairman Suppes reported that the inmate count was 38 male, 8 female and 0 Transgender inmate and 5 male DOC and 0 female DOC for a grand total of 51. The Average Daily Inmate Population for the week of November 14, 2022 to November 21, 2022 was 61.13.

Chairman Suppes reported that the inmate count was 35 male, 12 female and 0 Transgender inmates and 6 male DOC and 0 female DOC for a grand total of 53. The Average Daily Inmate Population for the week of November 21, 2022 to November 28, 2022 was 62.15.

Chairman Suppes reported that the inmate count was 38 male, 8 female and 0 Transgender inmates and 4 male DOC and 0 female DOC for a grand total of 50. The Average Daily Inmate Population for the week of November 28, 2022 to December 5, 2022 was 61.00.

Road and Bridge Reports

Holiday Schedule for Delta County:

- County offices will be closed Monday, December 26, 2022 in observance of Christmas
- County offices will be closed Monday, January 2, 2023 in observance of New Years

PLANNING:

PLN22-126 Delta County – McDaniel Boundary Line Adjustment

Authorize the Chair to sign a plat transferring land between Parcel 324331100029 (575 S. River Lane and 629 Doc Maloney Way Delta County) Parcel 324331100015 (833-841 Highway 92 McDaniel)

[Prepared report]

PROJECT INFORMATION:

Property Owner: A: McDaniel

Property Owner: B: Delta County

Site Address A: 833-841 Highway 92, Hotchkiss

Site Address B: 575 S. River Lane, Hotchkiss

Location NE1/4 of Section 31, T.14S R.92W, 6th P.M.

Parcel ID: A: 324331100015/Acct: R008124

Parcel ID: B: 324331100029/Acct: R025623

Parcel Size A: 8.028 Ac

Parcel Size B: 35.906 Ac

Zoning: UGA

RECOMMENDATION:

Staff recommends that the Board of County Commissioners authorize the Chair to sign the plat titled "Delta County/McDaniel Boundary Line Adjustment PLN22-126 transferring 3.283 acres from Parcel B/Delta County to Parcel A/McDaniel.

SUMMARY/DISCUSSION:

An application was submitted to the Community Development Department by Delta County (via the County Attorney) to adjust lands between a County-owned parcel and a neighboring parcel (324331100029/McDaniel).

— Parcel A; is an existing 8.028-acre lot with multiple existing residences located south of Highway 92.

— Parcel B; is a 35.9016-acre parcel that is part of the County Fairgrounds located west and south of Highway 92 along bisected by the North Fork of the Gunnison River.

Parcel B would transfer 3.283 acres to Parcel A. As a result, Parcel A ends with 11.311 acres and Parcel B ends with 32.623 acres.

A Boundary Line Adjustment is an administrative process under the 2021 Land Use Code, meaning subject to review and approval of the Director of Community Development and Natural Resources (aka Planning Director) as it relates to the land use regulations. No dedication is included with a Boundary Line Adjustment. An Administrative Memorandum (similar to a resolution) has been signed by Planning

approving the Boundary Line Adjustment. The plat is also subject to review by the County Surveyor for technical accuracy.

The project surveyor is Wilmore & Company. The plat is being presented to the Board of County Commissioners (BoCC) for signature since Delta County owns one (10 of the two (2) properties. Additional signatures include: County Surveyor; Planning Director, and Treasurer. Once that is complete, Planning will record the plat with accompanying deeds reflecting the transferring parcels and effectuating the new parcels .

OTHER AGENCIES INVOLVEMENT

This project has included staff from County Administration, County Attorney, County Planning and Community Development, County Surveyor, and County Engineer.
[End of prepared report]

County Attorney John Baier stated that this is a boundary line adjustment involving some of the property off of the Maloney property and this is part of the exchange agreement with the McDaniel which is not technically part of the boundary line adjustment but they are in the process of deeding what has been referred to as the triangle parcel which is a small parcel northeast of this area. He said when the Board signs the plat as property owner and two deeds with one deed transferring the parcel that the McDaniel's are deeding to the McDaniel's and then the second deed will clean up the legal for the county's property which will complete this process and transaction with McDaniel's.

Commissioner Koontz recused himself.

Commission Lane made a motion that the Board authorize the Chairman to sign the plat transferring lands between Parcel 324331100029 575 S. River Lane and 629 Doc Maloney Way Delta County Parcel 324331100015 833-841 Highway 92 McDaniel and authorize to sign the appropriate deeds involved. Chairman Suppes stepped down and seconded the motion.

Motion carried by a vote of 2 to 0.

Region 10 – Director Business Loan Fund – Dan Scinto:

Public Notice and Notice of Public Hearing Regarding Community Development Block Grant (CDBG) application to the State of Colorado, Department of Local Affairs CDBG funds are requested in the amount of \$348,000.00 for low to moderate-income persons.

Dan explained that Delta County and the municipalities within Delta County are members of Region 10 and as the loan fund director he is responsible for obtaining funding sources to provide capital to business that typically would not be bankable. He said through this process Region 10 is the small business development center and what they do is provide technical assistance as well as financial assistance to businesses. Dan stated that the main purpose is to create and maintain jobs within our business within Region 10.

Dan said that the office of Economic Development and International Trade has a Community Development Block Grant which is a funding source that is available to Region 10 through the fiduciary of Montrose County and as a government member organization the money for loans that are being funded flows to Office of Economic Development and International Trade (OEDIT) from Montrose County and any of the five sub grantees which Delta County is one of them.

Dan explained that this is the eighth contract and each contract goes for four years. He reported that they have funded over \$6 million worth of loans and they have had \$204,055.00 worth of default which is very low, created 502 jobs which is as of November 30, 2022 and retained 654 jobs. Dan said that this is throughout the region and they have work with various business within the community of Delta.

Chairman Suppes asked how many loans are there in Delta County. Dan said that the whole portfolio is about 208 and active loans in Delta County is about 15. He added that they just did a loan for Raw Beauty that was which was an \$84,000.00 loan and retained 11 contractors at the beauty shop. Dan stated that they work with breweries, Paonia seems to have business such as a bike shop, brewery and typically people that obtain their funding for some reason or another are non-bankable, it might be that their start up, lack of collateral that a bank would want so they work with them. He said that he was pleased to say that their default rate percentage is less than a typical financial institution would have and the reason for that is the technical assistance piece that they provide for the businesses. Dan explained that if they have questions on how to read a financial statement, they coach them on how to do that and before or shortly after they fund them, they assist them in preparing a business plan with financial projections, statistically business fail because they fail the plan. He reported that the average loan size is about \$35,000.00 for this program they are granted \$20,000.00 per each full-time equivalent job that is created or retained so when they did Raw Beauty a few weeks ago there were 11 jobs retained in Delta because of the program. Dan said that this program flies low under the radar but Don has been on the Board and he has seen it grow over the years. He explained that they have been able to deploy a lot of capital and this is just one of the tools they use.

Commissioner Koontz asked what projects he sees coming down the pipe for Delta County. Dan said that Trish would be more in tune to that because she works with Greg Pope and he is looking to work more with Greg but specifically the pipeline since the interest rates have gone up has dried out.

Dan stated that he is currently working with a manufacturing company that is in Montrose, a hotel in Gunnison, a hotel in Montrose and a start up restaurant but nothing pending in Delta County right now. He said his typical pipeline would be 12 businesses and not everyone gets from the pipeline to a closed status and may find that they are not ready yet and need more technical assistance behind the project. Dan said that he does see positive things happening in Delta County but the higher interest rates have slowed things down. Commissioner Koontz asked what the higher interest rates for their loans compared to what they were two years ago. Dan said six months ago they were at 4.25% and now they are at 8% so they are tied to prime and they try to price at prime plus one and their debt is the same no matter what their credit score, what the business plan is and prime plus one is less than what you would typically pay at the bank for a similar product and it is fixed, no prepayment penalties and his background is in banking and this is a very simple product. He added that they are easy to deploy with having the borrower truly understand what they have for a product which is typically where big banks fail, they get too complex with the businesses so they keep it simple.

Dan explained that they are required to have a 50% match on their portfolio of Community Development Block Grant loans which means that they will partner with local banks, Alpine, Bank of Colorado and they will do 50% of a project and they will do 50% of a project that way they are building that relationship with the business and the bank at the same time.

Commissioner Lane asked about the Exhibit 1E in the Board's packet states the County of Montrose. Dan said the County of Montrose is the fiscal agent that OEDIT works with and Delta County as one of the five other counties that Region 10 serves a subgrantee underneath Montrose County, they don't want to have to have a grant program for each county so there are 14 rural planning regions in the State of Colorado and you are the 10th one and represent the six counties of Gunnison, Delta, Montrose, Hinsdale, Ouray and San Miguel. He stated that the 14 planning regions there is an individual Community Development Block Grant loan fund that is set up for those counties but it is only administered by one. Dan explained that the flow of money work like this; Region 10 has sufficient capital to fund an approved loan, they fund that loan and then do a request for reimbursement with OEDIT and then OEDIT sends the money to Montrose County and Montrose County Reimburses Region 10. He does not know the specifics as to why it has to work that way but it has something to do with the charter with Region 10 or the agreement between OEDIT and the 14 various counties that are administering the funds.

Dan said that via email he will need signatures on the actual application that goes to OEDIT and he will DocuSign those to the Chairman. Chairman Suppes explained that technically for the Board to approve this they will need to have the application. He said that the Board has the public hearing notice but they do not have the application. Dan will send the application for review. Chairman Suppes said that they could bring up the application at the next meeting for approval and get it back to them. It was determined that this will be brought to the Board's special meeting on December 9, 2022.

Chairman Suppes asked where they were at for Delta County members on the Revolving Loan Fund. Dan said since Les retired there is no Delta County member. There was a discussion on how a member is put on that board for a two-year term. Dan explained that they have a sufficient number of bankers and they like to keep it so they have government representatives, people from the banking community and specifically people from the business community. He said their current membership consists of a gentleman that runs an oil company home fuel in convenient stores, director of the ICE lab in Gunnison, Gunnison County Electric, banker from Ouray, Mountain Village Trustee which will give the Board a flavor of that committee. Dan mentioned that there was one person that was interested and works for the USDA, Amy Crick.

ADJOURNMENT:

As there was no further business to come before the Meeting of the Board of Delta County Commissioners for Tuesday, December 6, 2022 Chairman Suppes adjourned the meeting at 10:45 A.M.

Approved this 20th day of December, 2022.

Don Suppes, Chairman
Board of County Commissioners

ATTEST:

Teri A. Stephenson
Clerk to the Board

**DELTA COUNTY COMMISSIONERS SPECIAL MEETING
DECEMBER 7, 2022**

Commissioners Mike Lane, Wendell Koontz and Don Suppes met in the Commissioners Room in the Administrative Building for their regular meeting. Also present were County Administrator Robbie LeValley, County Attorney John Baier, and Public Information Officer Lindsay Mitchell.

Verbatim Audio is available of these proceedings at the Delta County Clerk and Recorder's Office for 6 months from the above date. All documents incorporated in these minutes by reference are also available for review at the Delta County Clerk and Recorder's Office.

Chairman Suppes convened the Meeting of the Board of Delta County Commissioners for Wednesday, December 7, 2022 at 8:30 A.M. The Pledge of Allegiance was recited.

AGENDA:

Additions to the agenda:

- None

Chairman Suppes accepted the agenda as presented.

CONSTITUENT TIME:

- None

COMMISSIONER'S BUSINESS:

2022 Land Use Code Update – Public Hearing to consider Planning Commission Certified Copy of the 2022 Land Use Code Update:

[Prepared report]

RECOMMENDATION:

Planning Commission recommends that the Board of County Commissioners adopt a Resolution, including the following actions:

- ADOPTING the PC Certified 2022 Land Use Code Update as the "Delta County Land Use Code" (LUC);
- FINDING that the LUC is consistent with the 2018 Delta County Master Plan;
- ACCEPTING a list of future considerations relative to the LUC;
- VACATING Resolution 2003-R-027 (Street Plans in 35+ acres Subdivisions); and
- FINDING that Resolution 2022-R-026 (Renewable Energy Moratorium) is extinguished by operation since the 2022 Land Use Code Update incorporates standards for renewable energy facilities.

A draft BoCC resolution is attached for consideration.

INFORMATION PROVIDED:

- Staff Report; pages 1 to 13
- BoCC Resolution (DRAFT); pages 17 to 20
- PC (Public Hearing) Minutes; pages 23 to 37
- Comment letters:
 - o CHC (10/12/22), including staff response dated 10/25/22; pages 41 to 46
 - o Wilmore & Assoc. (Surveyors); pages 47 to 70
 - o G. Montelin (10/17/22); page 71
 - o E. Wolcott (10/26/22); pages 73 to 80
- Street Plan Assessment; pages 83 to 84

NOTE: The following was distributed to the BoCC separately via email on 11/18/2022:

- PC Resolution:
 - o Certified Copy of 2022 LUC Update
 - o Summary of Changes
- Available electronically at <https://www.deltacounty.com/748/DRAFT-Land-Use-Code>

Report prepared by: Carl P. Holm, AICP, Planning Director

SUMMARY:

This Planning Commission Certified Copy of the 2022 Land Use Code Update (LUC) is a culmination of:

- County Land Use Agencies (Planning, GIS, Engineering, and Environmental Health). The LUC was reviewed and amended for consistency with applicable regulations, and to reflect experience implementing land use regulations since the LUC was adopted in January 2021.
- Planning Commission (PC). 10+ Work Session (12/8/21-9/19/22) and four (4) hearings (10/12/22, 10/26/22, 11/9/22 and 11/16/22)
- Board of Adjustment (BoA). Two (2) Work Sessions (5/25/22 and 8/25/22) and one (1) Hearing (10/13/22).
- Board of County Commissioners (BoCC). Four (4) Work Sessions (10/27/21-5/25/22).
- Surveyors. Multiple meetings were held regarding land use and subdivision regulations. The PC had interactive discussions with surveyors at the 10/12/22 and 10/26/22 hearings.
- Other public comments. Includes letters from Citizens for Health Communities (CHC) and Mr. Eli Wolcott, as well as comments by others at various hearings.

Starting 11/18/22, the Certified Copy of the LUC has been available for review as a hard copy at the Planning counter and online via the County website. The PC Resolution, with the Certified Copy LUC, was sent separately to the BoCC on 11/18/22.

Generally, the purpose of this update is to clean up the LUC based on experience with implementation since January 2021, when the LUC was first adopted. Some notable changes include:

- Urban Growth Area. Change the UGA zoning designation to an overlay that can allow higher density and/or mixed-use development where there is adequate infrastructure and services. [Chapter 2]
- Residential Zoning. Add Residential 2.5-acre (RES-2.5) and Residential 1.0-acre (RES-1.0) designations to apply where a smaller lot subdivision is appropriate. [Chapter 2]
- Renewable Energy Facilities. Establish standards [Chapter 2]
- Wireless Communication Facilities. Establish standards [Chapter 2]
- Lot Size Variance. Remove the process, allowing variation of lots that do not meet the minimum lot size. [Chapter 3] The intent is to create a (replacement) program for larger land holdings to divide off a smaller lot without splitting up into 35+ acre parcels, but exclude the continued division of smaller lots.
- Development Review. Incorporate procedural requirements of the Development Application Ordinance that was established in 2011. Clarify terminology and process for Allowed Uses and Permitted Uses, including corresponding changes to the Land Use Matrix as it relates to this process. [Chapter 7]
- Subdivision. Clarify terminology and process for divisions of land. Consolidate all regulations pertaining to divisions of land into one (1) chapter. [Chapter 12]

Staff prepared a more detailed outline summarizing the more notable changes in the 2022 LUC Update (Summary of Changes, included with PC Resolution).

Overall, there was not a lot of public input or contention brought forward. However, staff wants to highlight the following topics for the BoCC, with more detail in the *Discussion* section below:

1. *Boundary Line Adjustment (BLA)*. There was discussion about requirements for a BLA, separate from a subdivision. Some adjustments were made based on comments from local surveyors. The LUC, Chapter 12, recognizes that a BLA is not a subdivision subject to subdivision regulations. However, BLA remains in Chapter 12 (Subdivision Regulations) and the LUC reflects land use regulations that a BLA is subject to (e.g., setbacks).
2. *Renewable Energy*. Chapter 2 establishes regulations for renewable energy facilities that include protections for Agricultural lands. There were discussions about the Ag restrictions being consistent with State statute. Some adjustments were made to try to balance preservation of Agriculture and encouraging renewable energy, which the PC (and staff) find is consistent with State statute.
3. *Mobile Home Park (MHP)*. Chapter 2 incorporated regulations for MHPs using standards from a 1997 resolution (repealed with the 2021 LUC). The 2022 LUC sets the threshold at three (3) units (manufactured units or RVs) where the State threshold is five (5) units. Some adjustments were made, but the threshold remains three (3) units as it was pre-LUC.
4. *Allowed Use*. Pursuant to the Development Application Ordinance, all residential and commercial development is subject to Site Plan Review. This Ordinance has been incorporated into the 2022 LUC (Chapter 7). To avoid potential conflicts but retain the Allowed “by-right” concept from the 2021 LUC, the PC defined uses that are Allowed (“by-right”) versus Permitted by using a general guideline of non-habitable (Allowed) and habitable (Permitted) structures. Chapter 2, Table 2.b was adjusted accordingly.

Lot Size Variance. The 2021 LUC created a unique opportunity to grant a variance to lot size. Surveyors have expressed concerns with the uncertainty and process (time) for lot size variances. It has been stated that the intent is to allow large Ag properties to split off a piece to help retain the farm. Criteria for an Administrative approval were developed, but concern was still expressed about

5. the uncertainty. Since 2021, there have been about 50 variance applications to reduce lot size and about 50 minor plat applications. The result has been a similar land use effect as the density averaging process pre-LUC. As a result, the lot size variation option has been removed with the intent to create a process that better achieves the intent than what is happening. To not delay this LUC update, the legacy lots would be created in a future LUC amendment. This also led to discussion about another future consideration to amend the Zoning Maps to reflect areas where smaller-lot subdivision is appropriate, using the new Residential designations.
6. *Stewardship Area (Clustered Subdivision)*. There was discussion about how Stewardship Areas are managed and maintained. It was expressed that the LUC, as drafted, may be too restrictive such that a clustered subdivision is not a preferred option. To not delay this LUC update, Stewardship Areas would be addressed in a future LUC amendment. Some adjustments were made in the interim to clarify the intent of a clustered subdivision.
7. *Street Plans*. Resolution 2003-R-027 (*Require Review of Street Plans in “35-Acre Plus” Subdivisions*) is currently included as an Appendix to the 2021 LUC. It states that it applies to subdivisions of all parcels of land, regardless of size of the parcels within the subdivision. This is

interpreted as including 35+ acre divisions that are exempt from subdivision regulations per statute. Language in this Resolution is designed to reflect C.R.S 30-28-110(3)(a), which is a land use statute (separate from the subdivision statute). County Attorney opined that the statute is confusing but seems to be concerned mostly with street and highway plans for public use. It was determined to include language that clarifies the intent of this statute for all development (not just subdivision) and place that language in Chapter 4 with other access regulations.

During the PC work sessions and/or hearings, a few items were deferred to have further subsequent discussion, so as to not to delay this update (Future Considerations):

- *Legacy Lots*. Develop an exception process for subdividing a smaller lot from large land holdings in a manner that can help encourage keeping larger acreages intact.
- *Zoning Maps*. Remove the UGA zoning designation (obsolete) and consider updating zoning designations to reflect areas available for development.
- *Stewardship Areas*. Allow flexibility for delegating the responsible party and how the land is managed.
- *Impact Fees*. Fund and complete a Nexus Study to define fees for consideration in 2023.
- *Separate Rural Industrial/Commercial (RI/C)*. Create separate designations for industrial versus commercial.
- *Conditional Use Process*: Consider PC as a decision-making body with appeal to BoCC.

This list was incorporated into the PC Resolution with the Certified Copy of the LUC, and is reflected in the draft BoCC Resolution.

In addition to the LUC, there are a few follow-up items related to the LUC:

- Resolution 2003-R-027 (Street Plans in 35+ Acre Subdivisions); Vacate as part of the BoCC Resolution. Not needed with adding language into the LUC. See Assessment relative to Street Plans (Attached).
- Ordinance 2016-01 (Development Application); Vacate. Obsolete with adding language into the LUC.
- Land Use Fee Schedule; Update. Reflect LUC amendments (e.g., terminology)
- Development Application Forms/Checklist; Update. Reflect LUC amendments and surveyor recommendations.
- Ordinance 2006-10 (Pre-HUD Mobile Home); Amend. Reflect current conditions and LUC amendments.
- Resolution 2022-R-026 (Renewable Energy Moratorium); Extinguish. Establishing standards in the LUC extinguish this moratorium by operation, as stated in the BoCC Resolution. Clearly stated in the draft BoCC Resolution adopting the 2022 LUC.
- Intergovernmental Agreements (IGAs); Amend. Reflect current conditions and LUC amendments.

This list was incorporated into the PC Resolution, but is not included in the BoCC Resolution.

There is a 2022 Land Use Code Update page/link on the (County) Planning and Community Development website. This website has included the various drafts as well as a schedule for work sessions and public hearing. In addition, the process has included multiple meetings with stakeholders such as local municipalities and surveyors. A number of adjustments were made to the LUC as a result of public input. If the BoCC finds that there should be substantial change in or departure from the text or map (map not amended) certified by the PC, State Statute requires the BoCC to first submit proposed changes to the PC for approval, disapproval or suggestions. If the BoCC takes such an action on 12/7/22, the PC has 30 days to send its report to the BoCC (per Statute). In that case, the PC report would need to be presented to the BoCC on/by 1/3/23.

DISCUSSION

State Statute (30-28-112 C.R.S.) requires the Planning Commission (PC) to forward a certified copy to the Board of County Commissioners (BoCC). The BoCC must hold at least one public hearing. The hearing date and time, as well as the location where the certified Zoning Plan (LUC) can be examined, must be noticed in the newspaper at least 14 days ahead. A notice of this hearing was published in the Delta County Independent (a paper of general circulation) on 11/23/22 and 11/30/22.

A Public Draft 2022 Land Use Code (LUC) Update was released on 9/21/2022 following multiple Work Sessions with the Board of County Commissioners (BoCC), Planning Commission (PC), Board of Adjustment (BOA). Notice of Availability as well as the hearing schedule was published in the Delta County Independent (DCI) once a week for three (3) weeks starting 9/14/22. It was also posted on the County website at <https://www.deltacounty.com/748/DRAFT-Land-Use-Code>. This draft included redline edits to illustrate where there were changes from the 2021 LUC.

Notice was also sent directly to stakeholders that had expressed interest in the LUC (surveyors, CHC, etc.). In addition, staff sent the Public Draft to each of the municipalities. Informal (staff) meetings were held between 10/14/22 and 10/20/22 with an emphasis on the IGAs (land use). Prior to releasing the Public Draft, staff solicited comments regarding the renewable energy standards from the solar industry and met with Mr. Eli Wolcott to discuss possible changes.

Public Hearings on the draft LUC were scheduled/held as follows:

- 10/12/2022; Planning Commission. Initial opportunity for the public to provide/submit comments for consideration on the Public Draft LUC. Comments received:
 - o Wilmore and Company commentary (received via email 09:04 on 10/11/22)
 - o Schumacher & O'Loughlin LLC, attorney representing Citizens for a Healthy Community (received via email 16:41 on 10/12/22).

Mr. Eli Wolcott attended via Zoom and noted he planned to submit written comments.

PC specifically discussed questions/comments submitted by local surveyors where Mr. Randy Wilmore was present for this discussion. There was extensive discussion around Boundary Line Adjustments (not being a subdivision) and Lot Size Variances (requesting more certainty). Some edits were made by the PC.

The PC continued the hearing to 10/26/22 and staff was asked to follow up on a few items:

- o Standard Plat note relative to Ag protection. Staff consulted the County Attorney and we developed some alternative (shorter) language [Chapter 12]
- o PC requested a written opinion from the County Attorney in response to the letter from attorney representing CHC addressing renewable energy facilities. [Chapter 2] Staff provided the Commissioners a confidential memo.
- o Consider language for how to address existing structures with a Boundary Line Adjustment (BLA). [Chapter 3]

- 10/13/2022; Board of Adjustment. Staff presented a recap of the PC hearing, including the surveyor comments/discussion.

Generally, the BoA supported the proposed LUC with what was discussed by the PC, including having more discussion about Stewardship Areas and Legacy Lots - subsequently, not part of this update. The BoA noted that they would not recommend changing the setback for non-residential (non-habitable) structures as part of a BLA, and they felt reviewing BLAs was pertinent at this point, especially when structures are involved. They noted that simply moving a property line to a fence line can cause issues like there being inadequate space to maintain an irrigation ditch.

- 10/17/2022. Ms. Gayle Montelin submitted comments (received via email 16:47 on 10/17/22). Also, staff sent a follow up letter to the surveyors summarizing changes agreed by the PC and the follow-up tasks .

- 10/26/2022; Planning Commission. Staff presented all comments received to this point, and walked through the LUC with responses and recommendations, as applicable. Additional comments were received ahead of the 10/26/22 meeting from:
 - o Wilmore and Company response to 10/17/22 County follow-up letter (received via email 13:35 on 10/24/22)
 - o Mr. Eli Wolcott (received via email 16:18 on 10/26/22).

Staff presented responses to comments from Wilmore (surveyors) and CHC. Mr. Kris Crawford and Mr. Ken Schaaf were present so the PC specifically discussed questions/comments submitted by local surveyors. There was further discussion around Boundary Line Adjustments and Lot Size Variances. The PC determined that, as drafted, the LUC recognizes that a BLA is not a subdivision but is subject to land use regulations. Surveyor comments are more related to understanding the application of land use regulations relative to the type of projects they work with.

A reduced setback was established for non-habitable structures. It was determined that the lot size variance process is being over-utilized, and there are other avenues through rezoning, clustered subdivision and legacy lots (future). Therefore, it was decided to delete this section and remove the uncertainty as requested by the surveyors. Some additional edits were made by the PC.

The PC continued the hearing to 11/9/22 to consider Mr. Wolcott's comments.

- 11/9/2022; Planning Commission. Staff presented final changes to the Public Draft 2022 Land Use Code. In addition, staff presented revised language to the Street Plan requirement (incorporated from a 2003 Resolution, reflecting State statute) in response to surveyors and Mr. Wolcott (See Assessment). Eli Wolcott was present for the PC to specifically discuss his questions/comments. Some additional edits were made by the PC.
- 11/16/2022; Planning Commission. Based on PC direction, a Final Draft was created by removing the redline and cleaning up formatting. In addition, staff prepared an outline summarizing (Summary of Changes) the more notable changes in the 2022 LUC Update. Staff requested that the PC review the Summary of Changes and provide direction for what to present to the BoCC. While the PC does not take action on fees, staff provided a draft Land Use Fee Resolution since there had been discussion about how the LUC relates to fees. Furthermore, staff has updated the Application Checklists to incorporate changes to the LUC and recommendation from surveyors. There are three (3) forms: General (Permitted Use, Limited Use, Conditional Use, Variance), Subdivision (Minor Plat, Preliminary Plat, Final Plat), and Boundary Line Adjustment/Replat.

- 12/7/2022; Board of County Commissioners. Consider adopting the 2022 LUC Update as Certified by the Planning Commission. If the BoCC has substantial changes, the LUC must be remanded back to the Planning Commission.

The following topics received the most attention during the hearings:

1. *Boundary Line Adjustment (BLA).* Surveyors (via Wilmore & Assoc) submitted questions and comments related to clarifying differences between surveying (subdivision) and planning (land use). A primary focus was a discussion about requirements for a BLA, separate from a subdivision. All regulations relative to divisions of land were consolidated into Chapter 12, title Subdivision Regulations. BLA remains in Chapter 12, but there are sections recognizing that a BLA is not a subdivision subject to subdivision regulations.

Surveyors suggested that BLA not be subject to any review, and that it not be subject to setback regulations. The LUC reflects land use regulations that a BLA is subject to (e.g., setbacks). Staff added clarification that a BLA of existing legal lots/parcels is not subject to lot size requirements and that, in a BLA, setbacks from property lines not are not change do not apply...only where the property line is changing to create/increase a non-conforming condition. A purpose of the LUC (Chapter 11) is to reduce the number of non-conforming conditions.

Some adjustments were made based on comments from local surveyors in writing and through discussions with the PC at two hearings (10/12 and 10/26). However, following hearings at the PC and BoA, it was determined to keep BLA in Chapter 12, and that the language is clear to distinguish requirements between a BLA and subdivision. It was also determined that a BLA is subject to setback standards for property lines being amended, which is a land use issue. However, a reduced setback for non-habitable structures was created, and it was noted that an owner can request a setback variance. Staff presented the PC with revised Development Application Checklists that reflect what is require for a BLA versus a subdivision, per comments from the surveyors.

2. *Renewable Energy.* An attorney representing Citizens for Healthy Communities (CHC) contends that State statute requires the LUC to allow commercial renewable energy facilities...specifically without restriction on Ag lands. As drafted, commercial facilities are not prohibited, but they are also not unrestricted. Chapter 2 establishes regulations for renewable energy facilities that include protections for Agricultural lands.

The PC requested an opinion from the County Attorney since the letter was sent from an attorney contending consistency with State statute. There was consensus between County Attorney, staff and the PC that the regulations, as drafted, did not conflict with the statute that CHC cited (email response to CHC). It was determined that the statute they cited was in reference to personal use, which is an Allowed Use in all zones under the LUC. That said, some adjustments were made to try to balance preservation of Agriculture and encouraging renewable energy.

3. *Mobile Home Park (MHP).* Chapter 2 incorporated regulations for MHPs using standards from Board Resolution (1997-R-035). The LUC sets the threshold at three (3) units where the State threshold is five (5) units (manufactured or RV). Eli Wolcott submitted comments that requested MHP use the state threshold versus the LUC threshold.

Some adjustments were made to the MHP standards by the PC and by staff prior to the Public Draft...per Mr. Wolcott's requests. However, the threshold remains three (3) units similar to pre-LUC conditions.

4. *Allowed (vs Permitted) Use.* The LUC created Allowed Uses that were permitted "by-right" meaning they were exempt from review. However, they were still subject meeting LUC standards. Ordinance 2011-01 (as amended) established Development Application requirements where all new residential and commercial development is subject to Site Plan Review that includes; access, address, and septic. The Development Application process reflects Permitted Uses as it was established in the LUC.

Applicable provisions of the Development Application Ordinance were incorporated into the LUC (Chapter 7). To avoid potential conflicts but retain the Allowed "by-right" concept from the 2021 LUC, the PC defined uses that are Allowed ("by-right") versus Permitted by using a general guideline of non-habitable (Allowed) and habitable (Permitted) structures. These new definitions also apply to the BLA setback discussion above. Table 2.b in Chapter 2 outlines the type of review for each use listed depending on the zoning designation. This table was adjusted accordingly where some uses that were Allowed are now shown as Permitted.

5. *Lot Size Variance.* The LUC created a unique opportunity to grant a variance to lot size. BoCC expressed an issue with restriction from further subdivision noting that the intent was to allow larger Ag lands to subdivide off a lot for family, or to help retain the farm financially. A lot size variance requires consideration by the BoA. Plats are either reviewed administratively (Minor Plat, BLA) or through a public hearing process (PC – BoCC).

Surveyors have repeatedly expressed concerns with the uncertainty and process (time) for lot size variances. Surveyors prefer getting a BoA decision before processing the plat, in order to know if the variance is approved.

Criteria for an Administrative approval were developed in the Public Draft LUC. In addition, the LUC was amended for the PC to be a decision-making body for Preliminary Plats (reducing the process time). Also, two new residential zoning designations have been added that would allow lots are 2.5 or 1.0 acres, reflecting the most common requests.

Since adoption of the LUC in 2021, there have been about 50 variance applications for to reduce lot size and about 50 minor plat applications. The result has been a similar land use effect as the density averaging process pre-LUC. It was suggested to return to the density averaging concept, but the PC was not in favor of going backwards, finding that the cumulative effect of haphazard subdivision throughout the County was one of the reasons land uses was established.

This led to a discussion about the intent to allow large Ag properties to split off a piece to help retain the farm, but not just keep splitting lots. As a result, the lot size variation option has been removed with the intent to create a "legacy lot" process that better achieves the intent than what is happening. To not delay this LUC update, the legacy lots would be created in a future LUC amendment.

In addition, surveyors noted that the zoning maps could be amended to better reflect areas that could support smaller lot subdivision (without variances). Staff reached out to the surveyors to help identify potential areas. The PC listed zoning map updates as a future consideration.

6. *Stewardship Area (Clustered Subdivision)*. There was discussion about how Stewardship Areas are managed and maintained. It was expressed that the LUC, as drafted, may be so restrictive that a clustered subdivision is not a preferred option. The PC recognized to have a larger conversation around this topic, and expressed interest to create more flexibility for delegating the responsible party and how the land is managed.

To not delay this LUC update, Stewardship Areas would be addressed in a future LUC amendment. Some adjustments were made in the interim to clarify the intent of how much area is placed into a Stewardship Area versus developable in order to receive a benefit for no minimum lot size or maximum density.

7. *Street Plans*.

During the PC discussions, a couple items came up where the PC noted the desire to have further subsequent discussion, but not to delay this update:

- Zoning Maps. Remove the UGA zoning designation (obsolete). Update zoning maps with zoning that reflects areas available for development, including coordination with municipalities for properties in the Growth Management Areas. Surveyors stated concerns with how some properties are zoned. Staff sent the maps and requested input for areas that they feel should be changed. [Chapter 2, Section 1.C]
- Legacy Lots. Develop an exception process for dividing off a smaller lot from large land holdings in a manner that can help encourage keeping larger acreages intact. Criteria to be addressed includes: minimum size or parcel (starting), minimum size of parcel (ending), maximum number of splits, etc. [Chapter 3, Section 1.A]
- Stewardship Areas. Comments were received from surveyors and other members of the public that current language is very (too) specific about what is required for a Stewardship Area. The PC made a few changes for now, but recognized that there is a bigger conversation to have about how to best revise regulations to allow flexibility for delegating the responsible party and how the land is managed. [Chapter 12, Section 3.C]
- Impact Fees. County policy is for development to pay its way. The LUC calls for establishing resolution(s) establishing impact fees relative to Fire, Roads, and Open Space. The PC felt that a Nexus Study is needed to identify the needs in Delta County and fees associated with those needs. From there, the County can determine what (if any) fees should be applied. [Chapter 6, Sections 2-4]
- Separate RI/C. A comment was received to consider creating separate designations for industrial versus commercial to reflect different uses. [Chapter 2] This requires defining each designation and the matrix would need to be revised to reflect applicable uses (Table 2.a).
- Conditional Use Process: Staff suggested that the PC serve as a decision-making body with appeal to BoCC, similar to how the Preliminary Plat has been amended. At a BoCC work session, the BoCC indicated that is a possibility in the future, after land use regulations become more accepted, but not now. [Chapter 8, Section 2.C]

In addition to the LUC, there are a few related items:

- Resolution 2003-R-027 (Street Plans in 35+ Acre Subdivisions). This 2003 BoCC Resolution is no longer needed with adding language into the LUC. [Chapter 4, Section 2.C] Vacating this Resolution requires separate action by BoCC, which has been included in the Resolution approving the LUC.

- Resolution 2022-R-026 (Renewable Energy Moratorium). This BoCC Resolution established a moratorium on solar applications for 6 months (3/6/23) or until renewable energy standards are incorporated into LUC [Chapter 2, Section 4.G1]. No action by BoCC is required, but action is included in the BoCC Resolution approving the LUC so conclusion of the moratorium is clear.
- Ordinance 2016-01 (Development Application). This Ordinance is obsolete with adding language into the LUC [Chapter 7, Section 1]. Vacating an Ordinance requires separate hearings/action by the BoCC. Staff has drafted an Ordinance, reviewed by the County Attorney, that can be brought forward when/if the LUC is adopted.
- Ordinance 2006-10 (Pre-HUD Mobile Home). This Ordinance needs to be amended to reflect current conditions and the LUC as amended [Chapter 2, Section 4.B]. Amending an Ordinance requires separate hearings/action by the BoCC. Staff has drafted an Ordinance, reviewed by the County Attorney. Further review is required before it is brought forward to the BoCC.
- Land Use Fee Schedule. Update to reflect LUC terminology. Staff has a resolution drafted to bring forward for BoCC consideration (separate action) when/if the LUC is adopted.
- Development Application Forms/Checklist. This is part of the LUC Implementation. Forms have been amended to reflect the LUC amendments. Staff incorporated recommendations from surveyors and presented draft forms to PC on 11/16/22. These forms can be implemented when/if the LUC is adopted.
- Intergovernmental Agreements (IGAs). Amending IGAs, to reflect the LUC, requires separate action by BoCC. Staff has held meetings with municipalities and we are developing a draft to present to the BoCC. Once accepted by the BoCC, draft IGAs will be forwarded to municipalities for consideration (estimate first ½ of 2023).

[End of prepared report]

Public Hearing began at 10:30 AM

Ewelina Bajda, 44516 Needle Rock Road, Crawford:

Ewelina said that the acknowledgement of the map is imperfect and now we are just trying to fix what is imperfect and not really step back and look at the whole regulation, it is just creating more red tape and creating jobs and making the government bigger and bigger. She speaks for a lot of people that live in the unincorporated county at least that we come in here because we wanted to have a small government, we wanted to be able to have not a top-down regulation dictating what we do on the land and how we live on the land because we do have a very intimate relationship to the land. Ewelina said that they live here and get their sustenance from the land and they really care for the land and they want to be safe because their families are going to live here and it is not just immediate family and the family that live here right now, we are looking into the future, we are looking into many generations ahead and that is really important to them. She thinks having the top-down regulator body is really not doing any service to them, you don't know what it means to live on this land, you live in an office you stay in the city and you look at a very imperfect map of zoning and decide what is appropriate for the land and for the people who live on it and that doesn't work.

Ewelina stated that you don't know how to monitor the consequences of your regulations and how to appropriate respond to the violations, we do, we live here. She said if it comes down to the people who live on the land and have to interact with their neighbors it actually promotes cooperative behavior instead of having somebody else come down and decide what is good for the people that live on the land. Ewelina said that the top-down regulations cannot infuse ethics and engage individuals into appropriate actions what you do is create resistance by making these regulations because people don't understand, people don't trust you because you don't live here, we don't know you. She stated that they want to step back from that they want to be able to regulate themselves and organize themselves and govern themselves and they are all for safety regulations and from comments from you but you don't live here and every land is unique, every topography, every landscape is unique, every situation is unique.

Ewelina explained that you are talking about families, the ideas of families are expanding as well, you want to catch up to the times but you are catching up with the wrong ethics, the wrong values what we want is to be able to live on the land sustainably and care for the land, not just to think how much the real estate is going to increase, how it is going to artificially inflate so you can cash in and move somewhere else. She said most people that live here can't do that, they can't afford it, they can't afford to go somewhere else and there aren't any places to move anymore. Ewelina stated that she is not going to move to the adobes where there is no water she wants to live in a place where she creates and cares for and have an intimate relationship with and the top-down regulations are not helping them to work with you and work with our neighbors.

Ewelina added that people come here with city aesthetics and they are not here to stay, they want to create an environment that fits their ideas of what is pretty and it is often not functionable. We have to live here, we have to work here, we have grown our food here and what is important to them is to live healthy and your regulations are not helping with that and prohibiting a lot of those things those innovations that they want to do with stress on healthy living and sustainable living and regenerative living. She gave an example of forcing traffic studies or narrow criteria such as, slope, angles are you looking at a map you are not here, you don't know what actually is affecting the community and it is really disturbing when some of the variances are being removed or allowing for variances is being removed

based on an imperfect zoning map. Ewelina stated that she thinks it is important that variances are allowed at every single stage and she understands that creates more red tap and more problems for you because now you have to participate in that but there is no other way, and she is not saying that you do have to participate there has to be a community effort to resolve these issues but every situation is different there is never going to be a rubber stamp that an administrator and office in Delta will be able to put on a piece of paper and say this works with us, this works with the county or whatever plan you have. She really wants to stress that every situation is different and we need to be able to work with each other instead of checking off a box and having someone feeling good that they did the right work. Ewelina said that we are going to live with the consequences of those actions and it is in our best interest to resolve these issues right away instead of just checking off a box and thinking that we are going to move next year and who cares somebody is going to deal with it. We are here to stay for many generations and we want to create a healthy environment for us.

Ewelina stated that as far as junk yards and regulations like that she wants to say situations in the world are changing a lot and she thinks everyone is experiencing it, everybody who doesn't have a ton of money and they are backing down, prices are rising, inflation is getting out of control and people who are living off the land and have to pay for all these things and she wants to say that what some people may consider junk yard it could be a huge resource for other people. She stated "One person's trash is another person treasure" and it's so true. She said when international shipping will be disrupted and has been disrupted already it is not a huge stretch to see that it has happened and the world it will happen again because of the prices of fuel because of the prices of the disruptions of international travels we have to look at these things as a way to improve on instead of ban and just haul it away somewhere else where it will become a safety and environmental hazard things can be organized and she agrees with that but we are going to look at these places and people who are gather a lot of resources as place for parts and materials that will be much needed and there will be a lot more environmentally sound because they are here locally instead of being shipped from a different continent.

Ewelina said that the fact there have been many variance applications she thinks that shows you a little about how imperfect the first code was and these updates, she just wants to repeat that she thinks we really need to step back instead of creating more regulations on top of imperfect regulations and she does not think it is going to solve a lot of things and step back and look at the map and really think about how to engage the people who are living right here on the land where the problem is happen instead of creating more regulations in the office with the engineers and looking at maps and virtually looking at the landscape. She stated that the fact that we have good communication with you and if needed we will ask you for guidance and ask for mediations but until that happens, we need to have some freedom here and she thinks a lot of people are here have the right values its not just freedom, its not just a free for all people who live here have a really good sense of what it means to live here, what it takes to live here and how to create a safe and healthy environment for their families. Chairman Suppes said that Ewelina was getting repetitive and needed to wrap it up or stick to the subject. Ewelina stated that she is repetitive because she thinks it is important and she is not seeing this being implemented anywhere or us being heard about this. She thanked the board for their time and hopes that they can see her point and a point of many people that live around her.

Eli Wolcott, 38599 Stucker Mesa Road, Hotchkiss:

Eli said that he has had a new Planning Commission member ask him where he finds the time and why is he showing up at all these meetings. He had a conversation with them and explained that it is in part his love and passion for the county but it is also the alternative is potentially even worse if things aren't working very well as was recently mentioned. Eli explained that they have been a long-time farming family in the area and have bumped into people moving in from the city and expectations of Home Owners Associations (HOA) and it is not always easy. He said he was born and raised on a farm outside of Paonia in a 1908 homestead and it had no indoor plumbing when he was growing up so he has seen the county come a long way during the oil embargo shortages and the family was farming large acreages with horses and started several schools out of their living room which have gone on to be things like the VISION program and other K-8 schools. Eli stated that this is relevant because these are the sort of things that are becoming more regulated through this process and it is important to look at how do we support these kinds of things happening into the future and people take this kind of innovation.

Eli said that he interacts with a lot of people in the community and have family and friends all over the community having grown up here and spoken with well over 100 people on this kind of topic who just kind of catch up with him or see him on the street and ask him what is going on because they know that he has been on the Planning Commission and know that he is passionate about it and follow what is happening at the county and it is a big and arduous process. He stated that it over 200 pages and a lot for the average person to digest and keep up with. Eli explained from humble beginnings he works with 100's depending on how you count things he manages 1,000's of acres in the county at this point. He tries to walk the talk and am passionate about a lot of these topics and spend a lot of time, himself and family probably did the first cluster development in the county based on the state regulations before the county had cluster development. Eli said that they have worked with creating farm worker housing trying to address the housing shortage in general, conservation easements and a lot of the farm real estate area putting big farms back together where they have been splintered apart trying to be a force for good in the county keeping farms together. He stated that he has spent a lot of time in tourism and ag tourism putting on big events in the North Fork area and had the Chamber of Commerce reach out to them telling them that they have set records for sales for their chamber members based on some of the tourism stuff they are doing. They participate a lot in the community and run a bunch of shoe string construction company and started it on the west coast in California and Oregon to a seven figure plus company and got to see the trials and travails in his opinion of the west coast and seeing the over regulation there where you can't

put up a light bulb in a shed in your backyard without going to get a permit and there are instances where they are having massive water shortage or real high thousand dollar bills because of the regulations and how they are laid out. Eli stated that they are having real problems and he certainly does not want to see that here. He said he has always had a foot in the North Fork Valley even when he was working construction on the west coast for a while and moved back over a decade ago to help the family farm and have been involved in a lot of collaborative groups and is a big believer in staying solution oriented which is big part of why he has participated so much is he thinks staying engaged and trying to help with solutions is where it is at.

Eli said he has been part of the West Elk Grazing Working Group and a bunch of stakeholder groups trying to build collaborative solutions and he sees his family and people all over the county that come and talk to him and ask what is going on with the regulation because they are having this problem and bumping into these kinds of restrictions. Chairman Suppes asked Eli to get to the land use issues.

Eli thanked the Board, to Carl, Everett and the Planning Commission for allowing him to participate and having a lively back and forth discussions on these important topics.

Eli stated that the big picture with the land use code is a lot of stuff has been improved and he thinks a lot has been cleaned up from the first 2001 draft and he wants to celebrate that and there has been a lot of good work and meetings to do that. He said in terms of input remaining and he has three or four things remaining.

Eli stated that the big picture is he has some concerns about the goal initially of implementing zoning and the new land use code was to try and make things clearer and more predictable and he has some concerns that we are having some ratcheting up of regulation and red tape that is actually making life harder for the little guy, for farmers, for ranchers and for small business owners. An example of that is the shift that just happened from over 20 incidences that went from allowed by right to a permitted in the code and is concern not just to him but a lot of people. He said this is more regulation to each of those points. Eli does not think that anybody's asking for a free for all and there should not be septic dumping on the ground and everyone is in agreement on the basic requirements but it makes it real tough on people every time you raise the bar there. He stated that from things that he may not so passionate about like chemicals up to light industry without retail went from allowed by right as long as you are doing something inside, bottling, vineyard those kinds of things which was previously allowed by right as long as you were not doing retail sale and someone coming to the door and now it is going to permitted those are a couple of examples. He thinks that the building or housing obviously there is a housing shortage and he does want to celebrate what has been done with farm worker housing he thinks that has been a huge improvement over the last draft and he thanked Carl and celebrate the improvement on farm worker housing. Eli stated that he is concerned about the requirement of fire hydrants for farm worker housing and he thinks there is some parts of the county that there are a lot of little water companies that do not have a six-inch water main and you can't have a fire hydrant, if we are saying yes farm worker housing but then half the county can't do it because they can't get a regular fire hydrant that is tough. He said maybe that is easy to clean up at the administrative level.

Eli explained that is one thing and some other little details that it is generally ratcheting up and tightening up in the county and instead of getting into all those little details he encourages into the future if there is a next iteration just being very careful and hopefully a real sense and vision for trying to keep it easy and trying to keep the red tape down and not ratchet everything up and not make it harder on slopes. He said the slope requirements went up quite a bit, a lot of little details making it tougher on people.

Eli had a couple of other things to touch on that Carl talked about the boundary adjustments and he personally has done some of these 35-acre plus boundary adjustments and splits on larger pieces of property and it is actually a good thing to leave larger land owners some freedom because you don't want to see things have to split up and sell off as much as we can incentivize instead of hit them with a stick and help larger farmers keep the farms together and as much as possible put bigger farms back together. He thinks that this past ordinance about the roads was really about not having the roads dedicated to the county and the county take on the cost of maintenance without asking the county permission first and he is not a surveyor but at the meetings with surveyors felt like they should be left to do their job with the boundary adjustments and don't add another layer in there. Eli said it is important, talking to people a lot of people in the county like realtors and surveyors, it is important to listen to them and try to support them and stay solution oriented, what is the problem that we are going to solve.

Eli said that the appeals is big for him. He stated that there is a big ratcheting up on the appeals time lines and we had an interesting conversation about it at the last meeting and didn't get to spend as much time on it as he would have like but you have to keep things moving. Eli explained that you are going from a 30-day appeal terms down to 10 to 15 days and he will break down his perspective on that. He thinks it is really important to give people their due process and their day in the sun and he also thinks that it is important to remember appeals may come in three different flavors and let's not forget it can be the person applying to do something new, it could be a person who has been doing something and maybe for years or recent and a neighbor complains and there is compliance stuff that comes in maybe or maybe not that matches with the code. He explained that he has been through some compliance stuff a couple times with new neighbors who have moved in from the city and couldn't believe that they burn ditches and have tractors which is how he sees it. Eli said that they spent a lot of time and stress sorting it out and it did get worked out at the county but there is in his opinion, undo stress sorting that out first. He explained that if the appeal time would have only been 10 days that would have been tough to sort out and would not have had the chance to sit down with Everett and Carl and work it through and come to a

good solution which he thanked them for doing that. Eli stated that there are the appeals coming from an outside party, another neighbor doesn't like the decision or development and appeals the decision. He thinks that is the one that gets the most attention but he doesn't want to get lost in thinking that is the only thing that appeals are about. He explained that if someone comes in and applies to do something on their property and a neighbor complains and maybe they have been doing it for 30 years but they have to go through the process and if the interpretation is fuzzy and we have done our best in these 200 pages to get it clear but it is never going to be perfectly clear and people need time to work that out and sort it out. Eli said if it was up to him, he would take it to 45 days but he believes it is really important to give people their day in the sun to work things out and it is better for the county because it is less brittle, none of us want to see law suits, none of us want to see conflict and if you leave it a little more time usually people can sit down and work things out and if you are not on some tight deadline, it gives you more breathing room to work it out. He thinks most cases that is not going to make or break a business on an application to have more time. Eli said his dad was on the Planning Commission for a couple of decades and part of reason he get pulled over on the street and get talked to is because he was real big on neighborhood meetings and trying to get everyone to sit down together and work it out before you get to the conflict decision making part and he has been instilled with that all along the way and sitting through those meetings as a kid so leaving people a little more room on application of compliance and it is critical to give people a chance and they will have a lot better feeling with the county and better outcomes all around and their neighbors.

Eli stated that cluster development and the Planning Commission meeting about it and it didn't get quite sorted out and has been identified as a high priority and he feels strongly about cluster development. He feels it is an important tool for the county is one of rare cases that they get to incentivize things and support agriculture and farmers instead of the stick and it is rare and important to incentivize and not just restrict and tell the people no. Eli stated that it is a chance to say that if you protect this over here, we will let you do more over here, if you protect the agricultural land and open space wildlife land over here, we will let you build over in the ravine in the rocky out cropping. He thinks that as far as it got and what was come up with so far would work for a little 20-acre place and it wouldn't work for someone who has 100-to-300-acre farm that wanted to do cluster development and cluster development ought to be out front and center. Eli would love to see in this version that cleaned up and made more workable for larger acreages and maybe this is another revision that happens soon but he is wary of back-to-back revisions it is a lot of energy for people to participate and it is not easy for him to come to all these meetings and they see him show up a lot and it takes a lot away from other things he is doing and it is hard. He doesn't believe that people are fully aware even though it has been in the paper but people ask him and he tries to tell them in a solution-oriented way.

Eli said having some wiggle room to be able to appeal is really important not having perfect maps and we all know that the consultants came up with these maps in GIS in an office and they are all mixed up. He stated that they are not completely upside down, we have not had zoning in the past and there is 1 acre, 5-acre, 80-acre, 800-acre in some neighborhood he is in the same zone and how do you apply that in a fair way. Eli asked how you take into account the circumstances and he does not think it should be throw open the doors, maybe you have stuff on variances about protecting/mitigating any ag-to-ag land. He said it being super strict and we are already seeing ratcheting up and its already much stricter than it already was two years ago and is a real challenge for people you have to have a relief valve. Eli stated that he wouldn't say all the variances that came through isn't regulating by variance it is just a reflection of the first-time having zoning and came up with a map so he believes that is really important.

Eli believes a clear directed vision forward he would request to be really careful with the continuous ratcheting up regulation, its hard enough with the economy nationally and in the county to make a living as a farmer or small business owner and staying focused on solutions and not importing regulations from another city in Colorado just to copy things be careful with that. He thanked the Board and worked through a lot of things with him and there are a lot of improvement that have happened, a lot of listening, willingness to listen and he appreciates that on everybody's part and thinks that is what Delta County should be about and finding solutions is what we are here for.

Niko Woolf, 41513 Needle Rock Road, Crawford:

Niko said that he just learned about the update a week ago he thought that the land use code that came out last year was it and like many other residents in the unincorporated areas they had no idea it was getting worse and he has not had time to read all 229 pages nor compare it to the previous 172 pages and what he has read he finds rather concerning. He stated that as far as industrial activities, heavy commercial activities, yes that needs to be regulated and zoned but when it comes to private individuals and private property this document represents the bureaucracy so many of us came to Delta County to avoid. Niko explained that they came here because of the character, this document suggests preserving the character of the county which to him is the freedom to live as they chose, build as they chose to make a living as they chose and as we can and not have to ask permission or permits to do what we need to do to live our lives.

Niko stated that a few items that stuck out were the number of things that went from allowed by right such as the right to build my own shelter, to permitted to be require a permit to ask somebody if he can build his house, can I build this house for my mother-in-law. He added that this is one reason why he came to Delta County was the freedom it represents the lack of bureaucracy. Niko said the other thing was where you regulate where I can place my solar panels relative to his residence, 200 feet versus three feet, he has a 30-foot cable right now, copper is expensive, cable is expensive and you lose a lot of voltage the farther away you go so why does that have to be in there.

Niko stated that it seems to him that it was written by folks that do not live in the unincorporated area, out here neighbors take care of each other and if we have a problem with our neighbors, we talk to our neighbors it is better than sending a complaint to government officials who come out there and try to mitigate our situation. He said he finds it oppressive and it does go against the nature of things and for it to grow 57 pages and that much more restrictive just one year after it started is also very concerning so to preserve the character of this county, he suggests that they maintain the freedom to do things as we please. Niko added that we are at time in the world that we need to get more locally oriented with sustainability and resources in production and part of that is community and the restrictions on parcels limits the ability to develop a close community because when we live together, help each other, develop the land together as Ewelina was saying about how we love the land and how we work to create a beautiful space.

Niko said that this does not include adoption of a building code which is great however, these permits requesting permission to do different things is getting so close to that and limiting the number of structures we can have doesn't make sense out there and it is kind of the wild west and that is why we like it and why he wants to be here because he is free to live as he chooses and it is ratcheting up too fast. He added that everyone that he spoke to had no idea this was happening and he speaks in behalf of many people who are like him that moved out here to build creatively, to build freely and to live a truer lifestyle. Niko stated to permit a camper while you are building a house for no more than 12 months, when building your own house with your own hands while you are working to pay for you land, materials, raising your children, tending livestock and developing your own lifestyle you are not going to build a house in 12 months. He said he just built a house in Paonia with a crew of four to six guys and it took them 16 months as a full-time job so the idea that you have to permit a camper on your own property is ridiculous so there are some of these things that rub him the wrong way. Niko agreed with the hooded lighting and there is a lot of good stuff in here for sure but it has ballooned into something that is unpalatable.

Executive Director of Citizens for a Healthy Community (CHC) Natasha Leger:

Natasha said that the land use code is an opportunity to address the local warming crisis that we are experiencing. She stated that recognize that the renewable energy standards are a place to address climate and just wanted to say as drafted and certified by the Planning Commission it satisfies the concerns that we had in our October 12, 2022 letter so appreciate that. Natasha added that CHC submitted a climate action plan to the Board for review and she understands that there is a work session potentially scheduled for February 7, 2023 for the opportunity to discuss that in further detail and look forward to seeing how that can be applied to any further revisions to the Land Use Code.

Eric Luke, 112 Main, Paonia:

Eric said that he has just moved here in the past two months and came here with his partner to live the life closer to the land in a way that honors existence on this planet and provides for continued existence on this planet in a way makes it work together. He stated that coming into and knowing that this is a place that you can build rather freely is inspiring because that is where innovation comes from and when you begin coming in with these blanket top-down regulations/restrictions on what people are able to do you are going to create a certain sort of community environment and what we have seen over these last 80 years in this country is that these blanket regulations are deciding what a community looks like are not working. Eric added that doing more of what we have been doing that hasn't been working in the past isn't the way to press the bridge to the future so he feels there needs to be a lot more community involvement in what the habitants of the land are doing with their own land and they will know best how to care take that land and how to develop that land. He said having that freedom comes responsibility to do that he does not want to make his land the way of having run offs with his neighbor they need to work together and it does seem like there is a lot of red tape and regulations which is being placed on independent people that will prevent them from being able to create the innovation that we need to drive a new community/society forward.

Public Hearing was closed at 11:10 AM

Commissioner Koontz asked Carl and Tom Kay if they could define what their nexus study is going to be doing, the one that was proposed in the six action items. Carl said that was one of the discussions was defining that nexus study, what is it that they would want the study to entail but looking at what a road impact fee, a fire impact fee would look like. Commissioner Koontz asked if it was fee oriented. Tom said that there was a desire from members of the Planning Commission to investigate impact fees, they recognize new residences are putting impacts on our roads and those things and existing people are covering the cost of new people coming in. He stated that there was really a willingness to say let's look into what that looks like so the next study was specifically on impact fees not to create fees but what our fees in adjacent communities what would they look like here. Commissioner Koontz stated to quantification of impact fees from new development. Tom said he is not sure what the nexus means but it is to investigate the impact fees.

Chairman Suppes said the Planning Commission's duty is not revenue generation so is this revenue generation or is this land use because if it is land use are we trying to stop development, slow development, he is trying to get the feel for what the purpose is here in a land use aspect. Tom said there are already fees implemented in the plan, open space fees, fire protection and there are other impacts they felt from subdivision that are going on and increased uses, density, creating impacts on county roads that they felt that it would be important to look into and investigate, not to create fees just look in tandem with what goes on with land use, with land use comes impacts and those impacts are not integrated into the land use code but they are part how land use is done. Tom stated that they are not

trying to create a fee list. Carl said that nexus is a land use function and is a mitigating factor and, in some cases, where subdivisions are dedicating roads, is the amount of land being dedicated proportional to the project that is before them for consideration. He stated that they are not taking road dedication on a use like a concrete batch plant or something comes forward so the nexus study looks at what the connection to land use to a fee, what will be created such as a single-family home generates 10 trips per day what is that in the big picture of a local road versus a collector road it will be very small but when you have a use like a concrete batch plant what is that compared to what the current use of the road is. Carl said instead of saying that you need to fix this whole section of the road even though you did not create the full impact what is your fair share of that and that is what the nexus study would help them get to.

Commissioner Koontz asked to have the slide with the six items on it. He said if they were to prioritize those six how would they do that. Carl said as they have talked about the legacy lots and the zoning maps and the Planning Commission identified the nexus study but he thinks that the top four with the Planning Commissions input sooner than later, starting immediately. Tom stated that the stewardship areas as brought up by Eli, the cluster development creates the stewardship areas but, the stewardship areas are so amorphous and undefined they said that it has to be better answered for what people are doing with it and they think that they need to look into it more and have better definition, not more restrictions just more clarity of it. He added that legacy lots they got zoned so they got zoning up to A35, well we know that there is a lot of ground 100-to-200,000-acre pieces that are not addressed in the entire land use codes a farm has several thousand or hundreds of acres and a farmer wants to put off a site for family, they don't want to say it has to be 35-acres it doesn't make sense. Carl stated that with the leading variances legacy lots become the top of list if you were to put it into an order to have something there to replace that. Commissioner Koontz said he would hate to see you guys go down a rabbit hole, the nexus study when we have such high priorities with the legacy lots and zoning maps.

Chairman Suppes stated that while we are on the point of deleting variances that is a no go for him. He said there is no way he could vote to adopt these changes with deleting variances, we have had 50 variances in the last year and half which tells him that we have issues and deleting that tool is not logical in his mind. Tom asked if he meant lot size variance or are you saying all variances. Chairman Suppes explained that lot size variances got deleted by the Planning Commission in this code so that is the one and we are talking about changes to this code. He said that change to the code is absolutely a no go, there is no way, we can't cover zones that are available, we can't cover all the possibilities to help these people out. Chairman Suppes stated that the A35 is absolutely humongous in this county and within the A35 there are a ton of one acre lots, less than one acre lots and we do not want to do spot zoning that is non-sensical so if you do away with the variance the only other option is spot zoning to allow the people to do what they need to do. He is not going to be in favor of adopting this change because of the removal of the variance alone is a deal breaker.

Commissioner Koontz agreed with Chairman Suppes and added that this is a tool that our citizens need and the hierarchy to him in a land use change would be one rezoning and spot zoning is really a poor way to do that so we need to come up with a better way. He stated that the legacy lot issues and a variance would be the last resort. Commissioner Koontz said that certainly for the surveyors trying to help the land owners come up with a certainty of completing a land division diminishes with each but it is the right way to go and we have to be mindful that we cannot have abuse of the variance process. He added that will it ever be perfect, no but we have to move towards perfection. Tom agreed and this is what this whole review is about and there is a sense that since it has more pages it is more onerous but he thinks the opposite a year and half later and what is going on now is making the whole land use code simpler and less onerous there were many things unclear in the first draft that people couldn't understand it and with Carl and staff they have been able to focus on what are the needs of the community and how do we fix that and you are seeing that. He added just because something goes from A to a P it doesn't make it more onerous at all it needs a permit, it just needs reviewed. Tom said this iteration is a lot clearer and a lot easier for the public to use than it was the first time around just because its been integrated into Delta County more, is it perfect it does not address the large lots that people who want to subdivide and we have to recognize we had an existing system of surveyors that operated in Delta County for 100 years and we overlayed this on their life and its been difficult and they have been good at about expressing their concerns and we have taken a lot of their concerns in to consideration and Carl has done a great job in hearing them clearly. He stated that just because it has gone from 170 to 200 pages does not make it more onerous.

Commissioner Koontz asked Tom if the Planning Commission had another 45 to 60 days to rework that part of the lot size variance issue could you get it done. Tom said they will meet again if the Board hands it back to them and they will try to either reincorporate the variances back into it. He stated that they had a discussion about it and they felt like creating two new zones that was workable and did not have to create lot size variances when they had two other options available. Tom explained that there were a lot of members that felt that a lot of smaller lots in the A35 already and that they were not rezoning them and that is not the intent to go back and change all the zonings because they want the property owners to decide what they want for their property but, they did not think that if you ran an A35 that you want somebody to start coming in doing A5's. Chairman Suppes said in all fairness we have A35's that abut municipal boundaries so we talk out of both sides of our mouth seems to be the issue. He stated that we applied for a grant for housing and he applauds Angie and crew for doing this and yet we turn around and want to do away with lot size variances and make it tougher to split lots so we need to find a happy medium and one of the issues he has is the UGA we have discussed the UGA several times and ultimately the UGA zone needs a lot of work because the only way we are going to fit these smaller lots, higher density is if we have sewer and the only way we are going to have sewer is if a municipality incorporates. Chairman Suppes said that a step to an overlay versus a UGA he thinks is probably the

right step but he thinks they are pounding their head against a brick wall for discussing it for something that is probably not necessarily be feasible in the near future so he wants to make sure they don't get lost in the woods. Carl said that is understood and that is part of the conversations they are having with municipalities in the growth management areas and where would they extend sewer and water services for higher densities like that. He stated that will be a continued conversation with the IGA's and what they do in that regard.

Carl addressed Commissioner Koontz question about 30 to 45 at the Planning Commission. He said there are not any big projects coming to the Planning Commission so there would be the ability for them to focus on that topic. Tom said that they have created the ability for Accessory Dwelling Units (ADU). Commissioner Koontz asked to go back to the lot size variance and can we (Planning Commission) get there in the next 45 days. Tom said that they will be meeting next week and again in January but there are members that will be term limited and changing in February so he would like to do it before that. Carl said that there are three meetings between December 14th and two meetings in January to accomplish that or a special meeting if need be. Commissioner Koontz said that this Board has been vocal about getting this done to this point there were stringent timeframes and Carl had an excellent schedule laid out and you guys met it and we have one final edit so we are almost there. Carl said that if it focused on that topic, it is doable. Tom added said that when they are focused on a topic, they would spend a lot of requisite time to get it resolved and usually they have a resolution at the end of each meeting and his role as chairman is to keep it moving forward and not let it drag on.

Tom said that he believes they have addressed ADU's they have incorporated farmer housing the issue comes when people are using other means of creating housing and not subdividing and people coming in and then wanting to subdivide and they changed the character of the neighborhood when that happens so the reason, they stuck some of the things they did is because there are other avenues that people could use and they would have to declare what they were going to do. He said that he thinks the variances were not necessarily acceptable this time around but they will go back and deal with it. Commissioner Koontz said Chairman Suppes has been on point the solution to our housing is not unincorporated Delta County it is in the Urban Growth Areas (UGA) it is adjacent to municipalities where infrastructure exists to support higher density housing. Chairman Suppes stated that there seems to be a mentality out there, we see it in our public hearings that we have on the controversial issues, there are a lot of people that have the mentality that I have moved in now shut the gates don't change it and that is never going to happen and sometimes that he fears the Planning Commission is kind of developed that. He added that if you have five acres of non ag ground and we are trying to find ways to limit someone from coming and splitting that into two 2.5 acres, that's where the challenge is and hopefully, we are addressing some of these as we move forward in the future and he totally gets what you are saying, changing the neighborhood but once again who said the neighborhood had to stay the way it was. Tom said that is why we created the 2.5 acre and 1 acre and gave them an avenue to do it. He said that they would go back and look at it again and see what they can come up with.

Commissioner Lane stated that he was in favor of the variance not to govern by variance but we just can't cover every aspect with every unique application that comes in which is why he is in favor of variances. He said the comments about land use and that there is a couple hundred pages but every piece of land that everybody in the room lives on has been subdivided and split off somewhere 120 years ago or last year. Commissioner Lane stated that Paonia wasn't there 150 years ago so it is changing the landscape, people are moving in and he has trouble with someone building a house in the middle of a 35-acre alfalfa field, it would be nice for it to be on the corner but if there is not a corner or waste land and that's where the wife wants it who are we to say no you can't do that on your land. He said as far as living with your neighbors he has had some contentious neighbors throughout his life and it was either their way or the highway so this land use gives you as a land owner some teeth to go to your neighbor if there is an issue and say hey you can't do this and this is why it is not allowed or it is allowed but to live in harmony with your neighbor that is a very good wise goal to try and achieve but there is some people out there that don't care about your milk cow or chickens or about your fences they want what they want and if it meets your criteria fine if it doesn't fine so we need to be aware of that and we need to know that everybody isn't trying to live in harmony.

Commissioner Lane commented on the warming crisis saying that the solar panels are nice, the wind farms are nice but we still need oil and gas and this rubs a lot of people the wrong way but if oil and gas is taken away our economy would die, we would lower our standard of living so much that it would drive more people into poverty than take it out.

Commissioner Lane said the slopes, we have had issues with septic systems on slopes they slide down which is why slopes are important and as far as living in your camper and building your house, he doesn't have a problem with that but if it takes two to three years to live in the camper prior to the house that could become a problem because we have people doing that right now asking for another camper for the helper or need another camper because the house is not done and grandma was supposed to move in. He asked where do you draw the line, where do say enough is enough and there has to be some standards to live by so you can show people how we don't want to regulate them but regulate the land and he is not in favor of big government but it comes back to people who have a lot of wealth and they are finding counties in the south who are very wealthy and if there is a project that needs to be done and its across their land for an easement and they don't want it probably will never happen so we need to be able to have a map to go by and it will never be perfect or satisfactory to everybody but we have to try. Commissioner Lane stated that the Planning Commission did a great job everybody has attended the meetings sometimes very long meeting and he would like to thank them and those that showed up in person and online voicing your concerns but who do you turn to when you have an issue if somebody

wants to build something next to you that you don't agree with where do you go and this will hopefully set out some guidelines. He added that the variances are needed.

Chairman Suppes wanted to address some of the comment during the public hearing. He said that came up a few times was the allowed versus the permitted which had a lot of discussions with Carl and Commissioner on that specific topic. Chairman Suppes explained that part of it is because it is basic language, you can build a house in Delta County without having a building permit but you can't build a house in Delta County unless you have a septic permit, access permit these are permits required, if you are on the grid you have to have electrical and plumbing permits. These are still permits that are required so maybe this is semantical to some people but us saying that it is absolutely allowed with zero permits is not factual so nothing has really changed you don't have to have permits now that you didn't have to have before we are just making it so it does not get misconstrued and when someone shows up from the Health Department and says where is your septic permit someone can't say the land use code says I'm allowed without a permit. Chairman Suppes said that we all know that people would try to do that. He wanted to address that because it was a topic that was discussed for a very long time.

Chairman Suppes stated that we talked about living in the wild west and everybody is live and let live, don't tell me what to do with my property, let it be, but he can tell you after two contentious land use applications in the last six months all the live and let live people seem to change philosophy when it something they don't like moving in next door. He had live and let live people that were friends of his and they would talk in the grocery store and now they won't speak to him after the solar farm which is part of the reason why they adopted zoning to begin with and he knows that it seems like it is hard and rough but ultimately the reason it was developed was to give some protections, to make sure that something undesirable was not moving in next door and he wanted to address that since it came up a few times.

Chairman Suppes said permitting campers, once again we cannot have septic being dumped out on the ground the whole thing about the camper is we have had people do it in the past is the only reason it is in there, everything in the 200 and some pages of land use code the only reason it is in there is because at some point and time two neighbors could not get along and a rule had to be made. Carl stated that the way it is in the existing land use code is temporary use of an RV is allowed for only 90 days, what we did with the Planning Commission is recognizing 90 days is not long enough for building a house and extended it to 12 months or as long as there is a valid electrical/plumbing permit, it maybe more than 12 months in that case but as long as you have a valid permit and your making progress then you can use that RV/camper in a temporary stay so it was actually a lot less restrictive now than it was before but more clear as far as the intent during construction. Commissioner Koontz said that we know that people are ethical and actually follow through.

Chairman Suppes stated that as far as limiting structures and they start talking about site development plans the reason they talk structures is because in the last six years he has been on the Board he can't tell you how many times they have had to deal with the land use issue because somebody went out and put a barn up and it was sitting over an easement, setback, across a property line so they are merely trying to avoid these situations because it happens a lot more than anybody realizes, it is amazing how many people have lived on a property for 30 years and they don't know where their property line is. He said that is one of the issues that came up and he wanted to address that. Chairman Suppes added that the issues that came up were fire hydrants, farm worker housing and one of the issues they have to keep in mind is public safety and fire hydrants are a matter of public safety and he knows it is expensive and an issue with development because it is costly but it is one of the considerations they always have to take in, if you are allowing 30 people on the property to live there long term even farm worker housing are we offering them a safe environment to live in and that is what they have to ask and that is septic, water, electric, proper access and egress, fire protection so it may seem onerous but that is ultimately where these come from.

Carl said there were a couple other items that he made note of and one was relative to solar requiring 200 feet, that does not apply to personal solar use that is when you get into commercial solar. He also addressed the appeal timeline saying that they are trying to balance the applicants due process with the ability that there is a concerned neighbor and recognizing that when an application has an action on it and if it is appealed that action is stay so the applicant is on hold until a decision is made and that's why a discussion of reducing the number of days from 30 days to 10 days which could be extended if the are certain circumstances it gives him the authority to do that, so it is not an absolute 10 days but once it is filed then they can have those conversations, it is a matter of knowing there is an appeal so the applicant knows if they can move forward and they did add neighborhood meetings. The intent is to get the neighbors talking so that everybody is aware and has the opportunity early on to know it is coming so they would know if they would want to appeal earlier and give plenty of time.

Carl said remanding it back according to statute the Planning Commission is required to report back within 30 days so that would the January 3, 2023 meeting and Commissioner Koontz mentioned additional time if you wanted to afford the time to the Planning Commission you have the ability to do that but 30 days is the statute but it could be extended. Chairman Suppes stated giving the holiday season and where we are at and should give 45 to 60 days and he believes they can get it done sooner but to cover all basis he believes 45 to 60 days. Carl clarified that it would come back the beginning of February. Commissioner Koontz stated the February 7, 2023 meeting which would be 60 days.

Commissioner Koontz made a motion that the Board remand the Certified Land Use Code back to the Delta County Planning Commission with the expressed intent of rewording the lot size variance removal and bring it forward to the Board for the February 7, 2023 meeting and thanked the Planning Commission and Carl and staff for getting the rest of the Land Use Code updated to the state it is in and they would adopt that as it stands today. Commissioner Lane seconded the amended motion.

Clerk's Note: The above motion includes the amendment.

Motion carried by a vote of 3 to 0.

ADJOURNMENT:

As there was no further business to come before the Meeting of the Board of Delta County Commissioners for Wednesday, December 7, 2022 Chairman Suppes adjourned the meeting at 11:44 A.M.

Approved this 20th day of December, 2022.

Don Suppes, Chairman
Board of County Commissioners

ATTEST:

Teri A. Stephenson
Clerk to the Board

**DELTA COUNTY COMMISSIONERS REGULAR MEETING
DECEMBER 9, 2022**

Commissioners Mike Lane, Wendell Koontz and Don Suppes met in the Commissioners Room in the Administrative Building for their regular meeting. Also present were County Attorney John Baier, Emergency Manager Kris Stewart and Clerk and Recorder Teri A. Stephenson.

Verbatim Audio is available of these proceedings at the Delta County Clerk and Recorder's Office for 6 months from the above date. All documents incorporated in these minutes by reference are also available for review at the Delta County Clerk and Recorder's Office.

Chairman Suppes convened the Meeting of the Board of Delta County Commissioners for Friday, December 9, 2022 at 10:12 A.M. The Pledge of Allegiance was recited.

AGENDA:

Additions to the agenda:

- None

Chairman Suppes accepted the agenda as presented.

CONSTITUENT TIME:

- None

COMMISSIONER'S BUSINESS:

Board's consideration and signature on the Community Development Block Grant (CDBG) application to the State of Colorado, Department of Local Affairs as presented by Region 10 Director of Business Loan Fund Dan Scinto:

Chairman Suppes explained that Dan Scinto from Region 10 gave a presentation earlier this week. He said that Dan did not have the contract with him so Chairman Suppes wanted everyone to have a chance to realize that was an action item.

Commissioner Koontz made a motion that the Board approve the Community Development Block Grant and authorize the Chairman to sign. Commissioner Lane seconded the motion.

Motion carried by a vote of 3 to 0.

Board's consideration and discussion of the adoption of the Secure Transportation Regulations and Application:

Kris explained that after a work session a week ago he met with County Attorney John Baier and went through the regulations and received feedback. He said they did clarify the ambulance thing for ambulance agencies in section 3 that ground ambulance service agencies if they are just using ambulances they will need to send him a copy of their licenses and permits and an affidavit saying that they meet all the requirements since the State regulations do say that ambulance agencies have to meet all statutory requirements and if they are using non ambulance vehicles for secure transports they have to go through the full licensing and permitting process so any other agency does.

Kris stated that he reached out to Gunnison and Montrose County and they interpret it to be the same process and they have it in their regulations as well. He said for the record this is House Bill 21-1085 was passed and requires Colorado Department of Public Health and Environment (CDPHE) to create rules by July 1, 2022 for regulating secure transport services and adopted those on June 15, 2022 and the regulations became effective August 14, 2022 and those regulations required counties to implement regulations by January 1, 2023.

John said that there was a lot of discussion about how ambulance districts comply with this and the statute itself and it is not very clear and is not fairly rational so he thinks there is just credential judgement of what makes the most sense. He added that what they are talking about is non ambulance vehicles that are operated by an ambulance such as SUV's. Kris said that they are currently exempt, a SUV does not meet the definition of an ambulance so right now it has no permit license inspection but the state regulations require them to be inspected so they felt the easiest way to keep everyone on the playing field and ensure those vehicles met the requirements is to require them if they are utilizing those types of vehicles to go through the full process.

Chairman Suppes asked if Kris has reached out to the agencies that are going to be involved and have, they given any feedback. Kris said they have reached out to Delta County Ambulance District and their feedback was they did not like the full process and he thought their Chief Clinical Coordinating was going to come today but he is not here. Undersheriff Archibeque said he forwarded a draft to Integrated Insight Therapy and to some of his management contacts with Access. He stated that Integrated acknowledged receipt of it but has not given any feedback, Access there is only one person he had any further conversation with and she had not read the email yet.

Chairman Suppes asked if there were any complaints about the \$100.00 fee or \$20.00 per vehicle fee. Kris said no and added that North Fork EMS advised that they would be looking into in the future but as of right now they are not ready to go that route so the only agency that he knows of that will be wanting to

1 go through this before the December 20th meeting will be DCAD. Chairman Suppes asked if Kris will
2 have time to get the inspections done within the time frame, we have to start licensing. Kris said to meet
3 the requirements for the December 20, 2023 meeting they would have to have everything in by end of
4 day Tuesday and he has not received any packets so after these are adopted, he can reach out to DCAD
5 and he should be able to get them done if they get him their full packet.

6
7 John said that he and Kris spoke about setting up prior to the Board adopting and sending them a packet
8 and he has done that already. Kris stated that the question is whether they have gathered all the
9 information. Chairman Suppes said that is all we can do he was trying to make sure we are doing our
10 part to be cooperative as possible. It was determined that they have been notified with all necessary
11 information.

12
13 Commissioner Koontz asked them to note any parts that are unworkable so if there is modification that is
14 necessary to keep the service as functional as we can. John stated that was a good point because it is a
15 new process and developing and the State may come around in a few months and rewrite some of their
16 regulations.

17
18 Commissioner Lane made a motion that the Board adopt Resolution No. 2022-R-037 a Resolution
19 adopting regulations concerns Secure Transportation Services in Delta County. Commissioner Koontz
20 seconded the motion.

21
22 **Motion carried** by a vote of 3 to 0.

23
24 **Executive Session:**

25 County Attorney John Baier requested that the Board go into Executive Session pursuant to §24-6-
26 402(4)(a) C.R.S. purchase of real estate in the Delta area. He reminded the Board and everyone present
27 that the discussion of this legal question and the advice received from counsel constitute a privileged
28 attorney client communication a record or electronic recording is required to be kept.

29
30 **EXECUTIVE SESSION – ADVICE FROM COUNSEL:**

31 Commissioner Koontz made a motion that the Board go into Executive Session pursuant to §24-6-
32 402(4)(a) C.R.S. purchase of real estate in the Delta area. Those present will be the three
33 Commissioners, County Attorney John Baier, and Clerk to the Board Teri A. Stephenson and will adjourn
34 after the executive session. Commissioner Lane seconded the motion.

35
36 **Motion carried** by a vote of 3 to 0.

37
38 Executive session began: 10:26 AM

39
40 Executive session ended: 10:40 AM

41
42 **ADJOURNMENT:**

43 As there was no further business to come before the Meeting of the Board of Delta County
44 Commissioners for Tuesday, December 6, 2022 Chairman Suppes adjourned the meeting at 10:40 A.M.

45
46 Approved this 20th day of December, 2022.

47
48 _____
49 Don Suppes, Chairman
50 Board of County Commissioners

51
52 ATTEST:

53 _____
Teri A. Stephenson
Clerk to the Board

Submit to Local Licensing Authority

DESPERADO LIQUOR
40486 D ROAD
Crawford CO 81415-9124

Fees Due	
Renewal Fee	362.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 362.50

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name DESPERADO INC		Doing Business As Name (DBA) DESPERADO LIQUOR	
Liquor License # 28-49006-0001	License Type Liquor Store (county)		
Sales Tax License Number 28490060001	Expiration Date 12/25/2022	Due Date 11/10/2022	
Business Address 40486 D ROAD Crawford CO 81415-9124			Phone Number 9709215655
Mailing Address 40486 D ROAD Crawford CO 81415-9124		Email ghess@usa.net	
Operating Manager Gary L. Hess	Date of Birth 6/1/47	Home Address 40462 D Rd Crawford CO 81415	Phone Number 970-921-5501
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No			
3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
Gary L. Hess	Pres.
Signature	Date
<i>Gary L. Hess</i>	11/13/22

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For	Date
Delta County Board of County Commissioners	
Signature	Title
	Chairman
	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Gary L. Hess am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Desperado Liquor (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Desperado Liquor</u>		Social Security Number/Tax Identification Number <u>61-1505316</u>	
Address <u>40486 D. Rd</u>			
City <u>Crawford</u>		State <u>CO</u>	Zip <u>81415</u>
Home Phone Number <u>970-921-5581</u>		Business/Work Phone Number <u>970-921-5655</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Gary L. Hess</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Gary L. Hess</u>			Date signed <u>11/13/22</u>

Privacy Act Statement

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



Delta County
COLORADO
Canyons • Rivers • Mountains

BOARD OF COUNTY COMMISSIONERS

Commissioner Mike Lane - DIST 1

Commissioner Don Suppes - DIST 2

Commissioner Wendell Koontz - DIST 3

Delta County Administration Building | 560 Dodge Street - Delta, CO 81416

SECURE TRANSPORTATION SERVICE PROVIDER LICENSE

LICENSE #: DELTA-ST-01B

CLASS B LICENSE

This secure transportation service license is issued under the authority of and pursuant to 6 CCR 1011-4, C.R.S 25-3.5-310 and Delta County Resolution 2022-R-37 to:

DELTA COUNTY AMBULANCE DISTRICT

60 Heinz Street

Delta, Colorado 81416

The above-named ground ambulance service is hereby licensed to provide secure transport services in the County of Delta, State of Colorado; and has met all the requirements to be licensed for secure transportation service in the State of Colorado. The service may utilize licensed and permitted vehicles as well as non-ambulance vehicles with valid Secure Transport Permits.

This license must be posted in a public place on the business premises of the address shown above. This license is non-transferable.

EXPIRATION DATE: DECEMBER 20, 2025

Authorized and issued by the Delta County Board of County Commissioners on this 20th day of December, 2022.

DELTA COUNTY EMERGENCY MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

ATTEST:

DELTA COUNTY, STATE OF COLORADO

Kris Stewart, Emergency Management Coordinator

Commissioner Don Suppes, Chairman

Teri Stephenson, Delta County Clerk and Recorder



Delta County
COLORADO

SECURE TRANSPORT VEHICLE PERMIT

PERMIT #: DELTA-ST-22.01

This secure transportation service vehicle permit is issued under the authority of and pursuant to 6 CCR 1011-4, C.R.S 25-3.5-310 and Delta County Resolution 2022-R-37 to:

DELTA COUNTY AMBULANCE DISTRICT

60 Heinz Street
Delta, Colorado 81416

Inspection Date: 12-16-2022 **Unit #:** QRV-1 **License Plate:** [REDACTED] **Year:** 2021 **Make:** Ford **Model:** Expedition
License Type: **Class B – NO Restraint Allowed** **Vehicle Type:** TYPE 1 **VIN #:** [REDACTED] **Odometer:** 29,700

After review of the Application and inspection of the above identified secure transport vehicle, the vehicle has all the required equipment and meets the minimum requirements as defined in 6 CCR 011-4 and 2022-R-37 to operate as a **Type 1 Secure Transport Vehicle in Colorado**.

The equipment ID card provided shall remain in the vehicle at all times as proof of inspection and valid permit.

This permit expires December 20, 2023 and is not transferable to another vehicle.

Authorized and issued by the Delta County Board of County Commissioners on this 20th day of December, 2022.

DELTA COUNTY EMERGENCY MANAGEMENT

BOARD OF COUNTY COMMISSIONERS
DELTA COUNTY, STATE OF COLORADO

ATTEST:

Kris Stewart, Emergency Management Coordinator

Commissioner Don Suppes, Chairman

Teri Stephenson, Delta County Clerk and Recorder



Delta County
COLORADO

SECURE TRANSPORT VEHICLE PERMIT

PERMIT #: DELTA-ST-22.02

This secure transportation service vehicle permit is issued under the authority of and pursuant to 6 CCR 1011-4, C.R.S 25-3.5-310 and Delta County Resolution 2022-R-37 to:

DELTA COUNTY AMBULANCE DISTRICT

60 Heinz Street
Delta, Colorado 81416

Inspection Date: 12-16-2022 **Unit #:** QRV-2 **License Plate:** [REDACTED] **Year:** 2015 **Make:** Ford **Model:** Expedition
License Type: **Class B – NO Restraint Allowed** **Vehicle Type:** TYPE 1 **VIN #:** [REDACTED] **Odometer:** 145,043

After review of the Application and inspection of the above identified secure transport vehicle, the vehicle has all the required equipment and meets the minimum requirements as defined in 6 CCR 011-4 and 2022-R-37 to operate as a **Type 1 Secure Transport Vehicle in Colorado**.

The equipment ID card provided shall remain in the vehicle at all times as proof of inspection and valid permit.

This permit expires December 20, 2023 and is not transferable to another vehicle.

Authorized and issued by the Delta County Board of County Commissioners on this 20th day of December, 2022.

DELTA COUNTY EMERGENCY MANAGEMENT

BOARD OF COUNTY COMMISSIONERS
DELTA COUNTY, STATE OF COLORADO

ATTEST:

Kris Stewart, Emergency Management Coordinator

Commissioner Don Suppes, Chairman

Teri Stephenson, Delta County Clerk and Recorder



December 20, 2022

Delta Board of County Commissioners ratifies warrants from General Fund, Road & Bridge Fund, Energy Development Fund, Fairgrounds Fund, Lodging Tax-Tourism Fund, Enterprise Fund, E911 Fund, Economic Development Fund, Contingency Fund, Capital Projects Fund, Capital Improvements Fund, Employee Benefit Trust Fund, Conservation Trust Fund, Self-Insurance Fund, PILT Fund, Safety Improvement Fund, Booking Fees Fund, Inmate Fund, American Rescue Fund and Open Space Trust Fund expenditures paid by warrant numbers *146260 through 146630 and ACH Transaction 409-420* from November 1, 2022 *through* December 13, 2022 totaling \$1,665,556.92 in Accounts Payable and \$1,448,694.62 in monthly County, Human Services and Health Department November 2022 Payroll for items budgeted and approved per Delta County Policy.

Don Suppes
Chairman
Delta Board of County Commissioners

Date



STAFF REPORT

Delta County Board of County Commissioners

**Delta County Administration Building
560 Dodge Street, Delta, CO 81416**

Tuesday, December 20, 2022 @ 10:00 a.m.

PLN22-073/Holt

Consider a Preliminary Plat to subdivide approximately 37 acres into four (4) lots in the A-5 zoning district. The property is located at 25177 Cedar Mesa Road, Cedaredge.

PROJECT INFORMATION:

Property Owner: William L & Julie R Holt
Applicant: William & Julie Holt
Site Address: 25177 Cedar Mesa Road, Cedaredge
Location: Section 27, Township 13S, Range 94W, 6th PM
Parcel ID/Acct: 319327300020/R003148
Parcel Size: 36.92 acres
Zoning: A-5

Report prepared by: Kate Kelly, Planner I

RECOMMENDATION:

The Planning Commission (PC) recommends that the Board of County Commissioners (BoCC) adopt a Resolution:

- a) Finding that PLN22-073/Holt is consistent with applicable policies of the 2018 Master Plan and complies with requirements of the 2021 Land Use Code (LUC) for a Preliminary Plat; and
- b) Conditionally Approve a PLN22-073/Holt, a Preliminary Plat to subdivide 36.92 acres into four (4) lots in the A-5 zone:
 - Lot 1 (9.445 acres)



- Lot 2 (5.000 acres)
- Lot 3 (5.000 acres)
- Lot 4 (15.691 acres)
- Right-of-Way Dedication; Cedar Mesa Road (0.789 acres)

The Planning Commission recommends approval, subject to conditions. A draft Resolution is attached for the BoCC consideration (**attached**).

SUMMARY:

Mr. & Mrs. Holt, applicants/owners, are seeking a 4-lot subdivision (Preliminary Plat) from an approximately 36.92-acre parcel with frontage on Cedar Mesa Road (Public Road, Publicly Maintained). Currently, the parcel consists of one existing residence (25177 Cedar Mesa Road).

On November 16, 2022, the Planning Commission held a public hearing on the subject application. The PC reviewed all documents submitted by the applicants. Items discussed included: Access (safety/location), irrigation (Ag, or lack thereof), the unnamed ditch, ROW Dedication (Cedar Mesa Road/additional ROW), Cedar Mesa Road realignment, and Fire Mitigation (Hydrant). The lots all meet the minimum required for the A5 zone, and staff has worked with the applicant on the layout of lots and access.

The PC voted unanimously (7-0) to recommend approval of PLN22-073 for a 4-Lot subdivision, subject to Staff Conditions. PC finds that the Preliminary Plat is consistent with the Master Plan. PC further finds that the Preliminary Plat is consistent with the LUC Standards in that there are adequate facilities to serve the existing development. PC action included accepting 11 Staff recommended conditions.

Lot 1 has an existing access from Cedar Mesa Road, while Lots 2 & 3 will take access from a shared access easement (private) from the east side of Cedar Mesa Road, just north of Pine Ridge Road and Lot 4 will take access from Cedar Mesa Road, directly across from Southview Lane.

There is existing USCDWUA domestic water assigned to Lot 1 (25177 Cedar Mesa Road, existing residence). The applicant has demonstrated the ability to obtain three (3) additional water taps for the proposed lots. Cedaredge Fire recommends installing a fire hydrant on the east side of the road where these lots would be located, even though a hydrant exists on the west side of the road. USCDWUA determined that the water line has adequate capacity to support this hydrant. No Irrigation Plan was required because all irrigation water remains with Lot 1 (no split, shared).

DISCUSSION:

The application (PLN22-073/Holt) is for a 4-Lot subdivision (Preliminary Plat) with frontage on the east and north side of Cedar Mesa Road. The subject property is located approximately 1.19 miles east of Cedaredge. Cedar Mesa Road is a public



right-of-way (ROW) maintained as a County Road. Assessor records show the parcel to be 36.92 acres; however, the survey illustrates the parcel as 35.925 acres.

The parcel has been zoned per the Delta County Land Use Code as A-5. The minimum acreage for subdividing this parcel is 5 acres per lot. The application proposes subdividing one parcel into four (4) lots where all four lots would meet the minimum acreage required for the zoning designation. The current proposal is as follows:

- Lot 1 (9.445 acres); Existing residence (25177 Cedar Mesa Road)
- Lot 2 (5.000 acres); Vacant residential.
- Lot 3 (5.000 acres); Vacant residential.
- Lot 4 (15.691 acres); Vacant residential.
- Cedar Mesa Road (0.789 acres); Right-of-Way Dedication to Delta County.

Subdivisions consisting of three or more (3+) lots are subject to a Preliminary Plat presented to the Planning Commission (Public Hearing) for recommendation to the Board of County Commissioners (BoCC). The BoCC is the final decision-making body for a Preliminary Plat. In addition, within 12 months, conditions of approval must be cleared and a Final Plat accepted by the BoCC.

At the Pre-Application Conference on June 1, 2022, a concept plan was presented to Staff for a 4-Lot subdivision with all lots being proposed at the 5-acre minimum or more (no variance required). At that meeting, Staff representatives from multiple County departments were present to identify applicable regulations and address potential issues. Staff discussed items, including: domestic water availability for all lots being proposed, access points onto Cedar Mesa Road (additional access points for Lots 2 – 4), Cedar Mesa Road ROW dedication (Previous dedication with Cedar Mesa Road Re-Alignment), and Septic requirements for all proposed lots. On July 5, 2022, Staff sent a letter to the applicants summarizing the Pre-Application Conference and the process for this application.

County Engineering has stated that Cedar Mesa Road is classified as a Minor Arterial Road with a 100-foot ROW (50-feet from centerline). There is an existing 40-foot of ROW per Road Petition Book C, Page 137. The subject parcel is being impacted by the Cedar Mesa Road realignment project. As such, ROW Acquisitions are being finalized for dedication (Resolution No. 2021-R-019 to Authorize Right-of-Way Acquisition, **attached**) that was taken during the project phases, based on land that was needed for realignment (Legal Description & ROW Exhibit, **attached**). County Engineering has reviewed the ROW dedication in relation to the classification of the road and has determined that an additional 20-feet of ROW will be required to satisfy the Minor Arterial Road ROW requirement.

ROW Manager, Matt Sheader, informed Staff that the finalization of the ROW acquisitions was being delayed due to the Title Company as they had yet to complete their process. County Engineering confirmed that these owners would be receiving a second access point for their property as part of the exchange in the ROW acquisition agreement. As such, requirements for a subdivision road will not be enforced unless/until the lots are subdivided further.



Aerial photos illustrate that there is an Unnamed Ditch that runs in a north-southerly direction from the property north of the subject property, all the way south till it intersects with the Alfalfa Ditch (north-south ditch just east of Orchard City). The Plat does not currently show this ditch so, rather than requiring a revise Plat at this point, staff included a condition that it will be required to be shown on the Final Plat (**Condition #2**).

A subdivision requires proof of an adequate water supply for each new lot that is not already served by a domestic water source (e.g., tap, domestic well). Existing development includes one (1) water tap. The Plat will be required to include tap numbers for lots 2 – 4.

The LUC requires minimum setbacks (all structures, including septic) of 25-feet from the edge of ROW for all roads (public and private) and 15-feet from all interior property lines. In addition, a setback of 25-feet is required from the edge of any ditch, and 50-feet from the top of bank of a river, stream, or creek.

Planning Commission (PC) Hearing

The application was presented to the PC at a duly noticed public hearing on November 16, 2022. The PC discussed the following topics:

- *Access (Safety/location)*. The PC members discussed the access points along Cedar Mesa (numerous in this area, multiple subdivisions). There was concern for access in this area related to safety. The PC asked if the County had a plan to address the issues on this road. Staff confirmed that this area is part of the Cedar Mesa Road realignment and that these access points met County Standards for access and that no safety issues were of concern from County Engineering. The PC also asked about the shared access between lots 2 & 3 as having an access on a curve seems to be dangerous. Staff confirmed that the sight distance of these access locations were acceptable, based on the angle of the curb (90 degree vs. sweeping).
- *Irrigation (Ag, or lack thereof)*. The PC asked about farming on the property, as the aerial photo showed that this area did not appear to be an irrigated parcel with existing Ag. The applicants confirmed that they have ditch rights, but there will be no areas of irrigation.
- *Unnamed Ditch*. The PC asked about setbacks, as Environmental Health stated that development would need to meet the 25-foot setback from the ditch. Staff confirmed that Environmental Health stated they did not have a concern as there was plenty of room for development. Staff also confirmed that this was **Condition #8**.
- *ROW Dedication (Cedar Mesa Road/additional ROW)*. The PC asked why there was additional ROW being required; why didn't the Cedar Mesa Road realignment project take what was supposed to be there based on the Road Classification? Staff stated that they probably took what was initially necessary for the road project. Staff then explained that the classification then gets looked at by County Engineering as part of the subdivision process.



- *Cedar Mesa Road realignment.* The PC asked what was already purchased by Delta County during the road project and what was being dedicated with this subdivision. Staff explained the ROW again as illustrated on the Plat.
- *Fire Mitigation (Hydrant).* The PC asked if the proposed fire hydrant being installed would be sufficient to reach the entire development in case of a fire. Staff confirmed that the radius of a hydrant is 1,000-feet. This hydrant is sufficient for the proposed development, as requested by Cedaredge Fire.

The PC followed up discussion with inquiry into maintenance of the vegetation along the curve. Staff explained that once the dedication is accepted by the County, the County is responsible for anything in the ROW (weeds, ditch, access, etc.).

After deliberation, a motion was made to approve PLN22-073 with Staff recommendations, including the installation of a fire hydrant.

The PC voted unanimously (7-0) to recommend approval of PLN22-073 for a 4-lot subdivision, subject to conditions. This PC action included accepting 11 Staff recommended conditions.

OTHER AGENCY INVOLVEMENT

A Development Application was submitted on May 12, 2022, and a Pre-application conference was held with the owners on June 1, 2022. At that meeting, representatives from multiple County departments were present to identify applicable regulations and address potential issues. The purpose of a Pre-application conference (meeting) is to inform the applicant of pertinent regulations and identify any potential issues.

A subdivision is referred to adjacent property owners and agencies for a 21-day comment period. Planning Staff sent the Preliminary Plat along with a summary to the Review Agencies for comment on August 31, 2022. Adjoining Property Owners (within a 200-foot radius from Parcel #319327300020) were also sent a Public Notice on November 2, 2022, for this application, including the applicant.

Comments have been received by DMEA, County GIS, CDOT, County Engineering, Upper Surface Creek Domestic Water Users Association (USCDWUA), Town of Cedaredge, and Cedaredge Fire. At the time of preparing this report, Planning has not received any additional feedback from any other review agencies or adjoining property owners.

DMEA (attached): DMEA has no comment on this plat.

County GIS (attached): I think they need a subdivision road rather than 3-4 different access points to Cedar Mesa Rd.

CDOT (attached): CDOT has no comment on the subdivision.

County Engineering (attached):
6/1/22 (Pre-App):



1. Cedar Mesa Road is classified as a Minor Arterial Road with a 100-foot right-of-way requirement.
 - a. Existing 40-foot ROW per Road Petition Book C Page 137.
 - b. Per a phone conversation with Matt Sheader on June 1, 2022, the current right-of-way acquisition is being held up by the Title Company.
 - i. A second access was part of the ROW acquisition agreement and is to be set by a site visit by Delta County Road & Bridge Foreman.
 - c. 50-foot of ROW east of the Cedar Mesa Road centerline is required.
 - i. 30-feet of ROW is pending (Title Company).
 - ii. 20-feet of additional ROW is required.
2. Access/Driveways from Cedar Mesa Road shall be limited.
 - a. Access for lots 1 and 2 shall be shared driveway and shall be placed across from Pine Ridge Road.
 - b. Shared Driveway shall meet Item 20 of Appendix 5, Delta County Roadway Design and Construction Standards.
 - c. Shared Driveways shall meet Chapter 4, Section 2.C.3 of the Delta County Land Use Code.
 - d. All driveways, including Shared driveways, shall meet Items 13, 14, and 16 of Appendix 5, Delta County Roadway Design and Construction Standards.

9/12/22 (Review of Plat):

1. Label the Point of Beginning for all parcels/lots/ROW.
2. Label the adjacent property owners & parcel numbers.
3. Show the Unnamed Ditch on the Final Plat.
4. Check the Summary Table.
5. Check bearings and distances.
6. Add the following plat note (12): *"Any further subdivision of any lot within the Holt 4-lot subdivision will require all access to be combined into one single internal road (one access point from Cedar Mesa Road)"*.

USCDWUA (attached): USCDWUA has no objection to the property being divided. USCDWUA can provide three taps to the property as long as the requirements for obtaining a new tap are met (**Condition #7**).

Town of Cedaredge (attached): The Town of Cedaredge has no comments on this.

Cedaredge Fire (attached):

9/13/22:

Cedaredge fire would like a fire hydrant installed at the proposed entrance to the subdivision.

9/14/22 (Staff sent email to confirm location of hydrant):

We would like it at the shared access off of Cedar Mesa Road, where it is running north and south.

11/4/22 (Staff sent email to confirm existing hydrant location and sufficiency to



serve the subdivision):

The existing hydrant is on the opposite side of the road from this property. I would like to see a hydrant on the same side. I will measure the distance from the existing plug to the proposed driveway. That distance may put it too far from future houses in the new subdivision.

*Staff has not received confirmation from Cedaredge Fire in regards to this.

Attached material: list, in order as attached

- DRAFT BoCC Resolution
 - o Conditions of Approval
- Preliminary Plat/Holt
- Preliminary Plat/Holt (with aerial overlay)
- Cedar Mesa Road Prescriptive Right-of-Way Legal Description (Parcel RW-3A of Cedar Mesa Re-alignment)
- Resolution No. 2021-R-019 to Authorize Right-of-Way Acquisition
- Review Agency Comments

**RESOLUTION
OF THE
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DELTA,
STATE OF COLORADO**

RESOLUTION NO. 2022-R-____

RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT (PLN22-073/HOLT SUBDIVISION) TO SUBDIVIDE 36.92 ACRES INTO FOUR (4) LOTS IN THE A5 ZONING DISTRICT LOCATED NORTH & EAST OF CEDAR MESA ROAD, CEDAREDGE (PARCEL: 319327300020/HOLT).

RECITALS

WHEREAS, pursuant to County Assessor records, William L & Julie R Holt are the property owners of record of the real property consisting of 36.92 acres located on the north and east sides of Cedar Mesa Road, Cedaredge (Parcel 319327300020, Account: R003148); and

WHEREAS, the subject property is zoned per the Delta County Land Use Code as Agriculture (5-acre) or A-5, which requires a minimum acreage of 5.0 acres per lot; and

WHEREAS, on May 12, 2022, Mr. & Mrs. Holt submitted a Development Application to subdivide 36.92 acres into four (4) residential lots (one existing residence, 3 vacant lots); and

WHEREAS, the application (PLN22-073) included subdividing a 36.92-acre parcel into four (4) lots: Lot 1 (9.445 acres), Lot 2 (5.000 acres), Lot 3 (5.000 acres), Lot 4 (15.691 acres); and

WHEREAS, Subdivisions consisting of three or more (3+) lots are subject to a Preliminary Plat presented to the Planning Commission (Public Hearing) for a recommendation to the Board of County Commissioners (Chapter 8, Section 4 LUC); and

WHEREAS, on June 1, 2022, a Pre-Application Conference was held with the applicants and County Staff from Planning, Engineering, County Road & Bridge, County GIS, and Environmental Health; and

WHEREAS, on July 5, 2022, a letter was sent to the applicant summarizing the application form(s) and checklist(s) identifying materials required with the application, and summarizing the process; and

WHEREAS, on August 26, 2022, the application package was determined to be complete by the Planning Department; and

WHEREAS, on August 31, 2022, the County sent the Preliminary Plat along with a summary to applicable Review Agencies for a 21-day comment period, and concurrently County Staff reviewed the application for technical compliance and sufficiency; and

WHEREAS, on November 2, 2022, a Public Notice was sent to Adjoining Property Owners and notice was posted on the property informing the public that on November 16, 2022, the Delta County Planning Commission would consider this matter; and

WHEREAS, on November 16, 2022, the Planning Commission held a duly noticed public hearing and voted unanimously (7-0) to recommend the Board of County Commissioners approve PLN22-073/Holt Subdivision, subject to conditions; and

WHEREAS, on December 5, 2022, (at least 14 days prior to the hearing) notice was sent to adjacent property owners and posted on the property informing the public of the date, time and place for the Board of County Commissioners would consider this matter; and

WHEREAS, on December 20, 2022, the Board of County Commissioners held a duly noticed public hearing to consider PLN22-073/Holt Subdivision.

DECISION

NOW, THEREFORE, BE IT RESOLVED, having considered all the written and documentary evidence, the administrative record, and other evidence presented, the Delta County Board of County Commissioners (BoCC) does hereby:

- A. FIND that the proposed Preliminary Plat (PLN22-073/Holt Subdivision), as designed and conditioned, meets all applicable standards of the 2018 Master Plan and 2021 Delta County Land Use Code:
1. The Preliminary Plat is consistent with Master Plan policies that encourage thoughtful and beneficial development while also preserving the characteristics that form quality of life in Delta County.
 2. The property is zoned A-5, which requires a minimum of 5 acres per parcel, lot width of 200-feet, and lot frontage of 75-feet. As designed, project meets minimum standards for lot size in the A-5 zone. Lot sizes range from 5.000 to 15.691 acres with a minimum width of about 367-feet. All proposed lots have frontage on Cedar Mesa Road.
 3. The proposed Preliminary Plat has been reviewed to ensure proper access to utilities and services (water, electricity, septic, etc.), including easements where necessary.
 4. Proof of adequate (domestic) water is required to create a new lot. Upper Surface Creek Domestic Water Users Association (USCDWUA) has made note of their intent to provide taps for purchase, which will require infrastructure investments from the developer. Water meters/taps must be installed for each parcel before the County accepts a Final Plat.
 5. The subject parcel has 1/4 share of the Lone Pine Ditch assigned to Lot 1. All irrigation shares will remain with Lot 1 (existing residence), no other irrigation shares will be allotted to the new lots. Therefore, an Irrigation Plan was not required.
 6. The proposed Preliminary Plat is designed to meet applicable development standards relative to land use (setbacks, etc.), roads and bridges (access), water, and septic. The design and dimension of Lots 1-4 are such that there is adequate space for future development to meet the setback requirements of 15-feet from interior property lines, 25-feet from all roadways (public & private), 50-feet from the top of bank or a river, stream or creek, and 25-feet from any edge of any ditch.
 7. Road ROW for Cedar Mesa Road was acquired with the Cedar Mesa Road realignment acquisitions. Additional ROW for Cedar Mesa Road (20-feet) will be required to satisfy the Minor Arterial Road ROW requirement. A shared access and maintenance

agreement will be required for Lots 2 & 3. Access to all undeveloped lots will require a Right-of-Way (access) Permit from the County, and access will need to be constructed to County Standards.

8. All existing and proposed easements and encumbrances, including, but not limited to: existing and proposed utility easements, shared access, and water delivery (including the Unnamed Ditch) will be required to be shown on the Final Plat.
9. The project adequately mitigates impacts to fire and open space. The County Fee resolution includes mitigation fees for fire and open space. The fees for open space have been applied to each additional new lot. A 4-lot subdivision would create three (3) additional lots. The applicants have agreed to install a Fire Hydrant per Cedaredge Fire's request. Therefore, no Fire Mitigation fees have been collected.

- B. APPROVE PLN22-073/Holt Subdivision located within Section 27, Township 13 South, Range 94 West, of the 6th Principal Meridian (Parcel: 319237300020), subdividing a 36.92-acre parcel into four (4) residential lots of at least five (5) acres, subject to conditions of approval attached hereto and incorporated herein by reference as "Exhibit A" and based on a Preliminary Plat titled "Holt 4-Lot Subdivision PLN22-073" attached hereto and incorporated herein by reference as "Exhibit B".

ADOPTED AS SET FORTH ABOVE on this 20th day of December, 2022.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF DELTA
STATE OF COLORADO

ATTEST:

Don Suppes, Chair

Wendell Koontz, Vice Chair

Teri Stephenson
Delta County Clerk & Recorder

Mike Lane, Commissioner

EXHIBIT A
Conditions of Approval
PLN22-073/Holt Subdivision

1. PLN22-073 is approved as a Preliminary Plat creating four (4) Lots in the A-5 zoning designation located on the north and east side of Cedar Mesa Road, Cedaredge (Parcel #319327300020). This approval shall expire and the Plat is considered vacated if a Final Plat is not submitted within 12 months from the date of Preliminary Plat approval by the Board of County Commissioners. Written request to extend this timeframe must be received by the Planning Department at least 30 days prior to the prescribed expiration. (Planning)
2. All existing and proposed easements and encumbrances, including, but not limited to: existing and proposed utility easements, shared access, and water delivery (including the Unnamed Ditch) shall be shown on the Final Plat. (Planning)
3. The applicant shall submit an Access Easement and Maintenance Agreement for shared access where applicable (Lots 2 & 3, Cedar Mesa Road) to the satisfaction of the Planning Director. (Planning)
4. The Final Plat shall include the parcel number of adjoining properties as well as existing road conditions for abutting roads (centerline) to the satisfaction of the County Engineer. (Engineering)
5. Label all water taps within the subject property on the Final Plat. (Planning)
6. The Final Plat shall include/provide easements necessary for water delivery systems to the satisfaction of the Planning Director. Water service will need to be installed to the requirements of Upper Surface Creek Water and proof will need to be submitted to the Planning Department. (Upper Surface Creek/Planning)
7. All structures (existing and proposed), including septic, shall meet the County required Setbacks as follows: 25-feet from edge of right-of-way (all roads, public or private), 15-feet from interior property lines, 25-feet from any edge of any ditch, and 50-feet from the top of bank or a river, stream or creek. (Planning/Environmental Health)
8. Prior to accepting a Final Plat, provide Deeds with a legal description of each new lot with notarized signatures, to be recorded with the Plat. (Planning)
9. The Final Plat shall include all Standard Plat notes required by the 2021 Land Use Code. (Planning)
10. The applicant shall provide fire mitigation by installing a fire hydrant within the shared access easement for Lots 2 & 3. The hydrant will need to be installed to meet the requirements of Cedaredge Fire. Said hydrant shall be installed prior to accepting the Final Plat. (Cedaredge Fire)
11. The applicant shall pay the Public Sites/Open Space Fee of \$300 per lot for an increase of three (3) lots (total \$900) per Resolution No. 2021-R-007. (Planning)



EXHIBIT A

03/18/2020
Parcel RW-3A and RW-3 Holt
William L. Holt
25177 Cedar Mesa Road
Cedaredge, CO 81413

PARCEL RW-3A CEDAR MESA ROAD PRESCRIPTIVE RIGHT-OF-WAY LEGAL DESCRIPTION:

A parcel of land for road right-of-way purposes bounded and contained within the property as described in a deed recorded at Reception Number 666310 of the Delta County Clerk and Recorder's Records, and is located in the SW1/4 SW1/4 of Section 27, Township 13 South, Range 94 West of the 6th P.M., Delta County, Colorado, more particularly described as follows:

Commencing at the SW corner of said Section 27; thence along the west line of said Section 27, N 00°46'18" E a distance of 1326.86' to a point on the north line of said property; thence along said north line S 89°09'09" E a distance of 30.00' to the east right-of-way line; thence S 00°46'18" W a distance of 1295.54' along said east right-of-way line to the north right-of-way line; thence N 88°22'47" E a distance of 1251.70' along said north right-of-way line to a point on the east line of said property; thence along said east line S 01°37'13" E a distance of 30.00' to a point on the south line of said Section 27; thence along said south line S 88°22'47" W a distance of 1282.98' to the point of commencement.

Described parcel containing an area of 77,356 square feet or 1.78 acres, more or less.

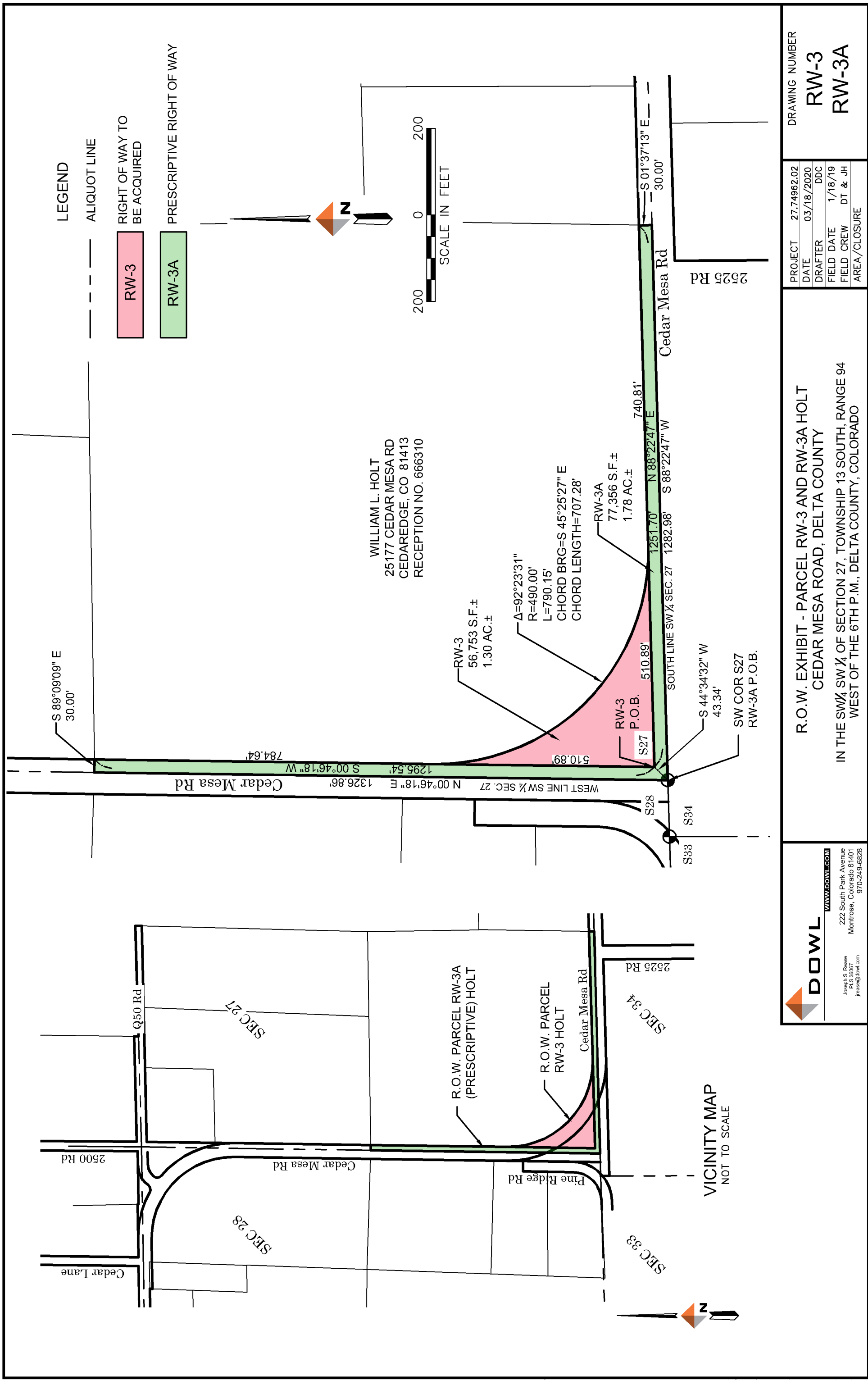
PARCEL RW-3 CEDAR MESA ROAD RIGHT-OF-WAY LEGAL DESCRIPTION:

A parcel of land for road right-of-way purposes located on a property described in a deed recorded at Reception Number 666310 of the Delta County Clerk and Recorder's Records, and is located in the SW1/4 SW1/4 of Section 27, Township 13 South, Range 94 West of the 6th P.M., Delta County, Colorado, more particularly described as follows:

Beginning at a point on the north and east prescriptive right-of-way line of Cedar Mesa Road (RW-3A) from whence the SW corner of said Section 27 bears S 44°34'32" W a distance of 43.34'; thence along said east line of RW-3A N 00°46'18" E a distance of 510.89'; thence along a non-tangent curve to the left having an arc length of 790.15', a radius of 490.00', a chord bearing of S 45°25'27" E, and a chord length of 707.28' to a point on the north line of said RW-3A; thence along said north line S 88°22'47" W a distance of 510.89' to the point of beginning.

Described parcel containing an area of 56,753 square feet or 1.30 acres, more or less.

Description Written By:
Joseph S. Rease, P.L.S. 36067
222 S. Park Ave, Montrose, CO 81401



RESOLUTION
OF THE
BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF DELTA, STATE OF COLORADO

RESOLUTION NO. 2021-R-019

**RESOLUTION TO AUTHORIZE RIGHT-OF-WAY ACQUISITION FOR
CEDAR MESA ROAD; AND EXEMPTING THE SUBDIVISION OF SAID
PROPERTY FROM SUBDIVISION REGULATIONS**

WHEREAS, the County of Delta (County) has negotiated the purchase of additional right-of-way for purposes of enlarging and improving Cedar Mesa Road as it passes through the property of William L. Holt & Julie R. Holt (Holt), and Holt has agreed to sell or dedicate such additional right-of-way; and

WHEREAS, Holt has agreed to sell to the County additional road right-of-way in the form of a land totaling 1.300 acres; and

WHEREAS, Dowl Engineering has prepared a plat showing the right-of-way (including land) to be acquired, a copy of which plat is attached hereto and by reference made a part hereof, and the parties have executed a Memorandum of Agreement (MOA), a copy of which is also attached hereto and by reference made a part hereof (including Exhibit A), indicating the willingness of the County to purchase said right-of-way for the total purchase price of \$6500.00 for the land as shown on the Plat; and

WHEREAS, the subdivision of the properties to be acquired by Delta County is in the best interest of the County and it is not within the purposes of either the Colorado subdivision statutes or the Delta County Land Use Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delta County as follows:

1. This Board hereby authorizes the transaction as described above and in the attached MOA.
2. The County Attorney is authorized to sign the closing documents on behalf of the County of Delta.

RESOLUTION TO AUTHORIZE RIGHT-OF-WAY ACQUISITION CEDAR MESA ROAD HOLT (2021)

3. The subdivision and conveyance of the properties described in the attached plat shall be and hereby is exempt, pursuant to Section 30-28-101(10)(d), C.R.S., from the Delta County Land Use Code.

ADOPTED this 1st day of June, 2021.



ATTEST:

Teri A. Stephenson
Teri A. Stephenson
Delta County Clerk and Recorder

[SEAL]

BOARD OF COUNTY COMMISSIONERS
OF DELTA COUNTY, COLORADO

By: Mike Lane
Mike Lane, Chair

Don Suppes
Don Suppes, Vice Chair

Wendell A. Koontz
Wendell Koontz, Commissioner

MEMORANDUM OF AGREEMENT

This agreement is entered and made on the date signed below and is between the Owner(s) WILLIAM L. HOLT & JULIE R. HOLT (GRANTORS) and DELTA COUNTY, COLORADO, A BODY CORPORATE AND POLITIC, ACTING THROUGH ITS BOARD OF COUNTY COMMISSIONERS (GRANTEE) for the purchase of the property interests described herein and attached hereto. The amount of money and/or compensation was determined by an appropriate valuation procedure prepared in accordance with applicable Federal and State laws and regulations. Listed below is full consideration for the following land easement(s), improvements, and damages of any kind.

Land (described in attached exhibits)	1.300	Sq.ft	☐ /acres	☒	\$ 6,500.00
Prescriptive right-of-way (described in attached exhibits)	1.780	Sq.ft	☐ /acres	☒	\$ 0.00
Permanent Easement(s)	0.000	Sq.ft	☐ /acres	☒	\$ 0.00
Temporary Easement(s)		Sq.ft	☐ /acres	☐	\$
Improvements: None					\$
Damages/Benefits: None					\$
					Gross Total \$ 6,500.00
					Less Credit \$
					Rounded Net Total \$ 6,500.00

Other Conditions: Delta County -

- Shall replace or reinstall any existing fence that is removed as part of construction, extend culverts and other drainage and related appurtenances as needed to an equal or better condition.
- ✓ At the Grantors request, Delta County will add a second access point from Cedar Mesa Road to the Owner's property at a mutually-agreeable location.

The GRANTORS and GRANTEE agree that:

- The compensation shown on this agreement includes the underlying mineral estate, if any; Unless the following box is checked:
☐ GRANTORS except and reserve from the subject property described herein and in the attached exhibits, the mineral estate including all oil, coal, gas and other hydrocarbons, and all clay and other valuable minerals in and under said subject property. The GRANTORS hereby covenants and agrees that the GRANTEE shall forever have the right to take and use any and all rock, gravel, sand, earth and other road building materials found in or upon said subject property without further compensation to GRANTORS; and that no exploration for or development of any of the mentioned products will ever be conducted on or from the surface of the premises described herein and the attached exhibits, and that in the event any such operation may hereafter be carried on beneath the surface of the said premises, the GRANTORS shall perform no act which may impair the subsurface or lateral support of the said premises. GRANTEE makes no representations about the nature, title or value of the mineral estate.
- With the exception of any Relocation Agreement, there are no promises, terms, conditions, or obligations other than those listed on this agreement;
- This contract is binding on both the GRANTORS and GRANTEE and their devisees, executors, administrators, legal representatives, successors, heirs, assigns, and designees, but only after approval by Delta County, Colorado, a body corporate and politic, acting through its Board of County Commissioners as indicated below.

The GRANTORS:

- Have entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- Will be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any lien, judgment or encumbrance required to be released shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source by GRANTORS;

- Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- Will execute and deliver to GRANTEE those documents indicated below.

The GRANTEE:

- Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- Will make payment after receiving acceptable conveyance document(s) from the GRANTORS.
- Will pay all reasonable closing costs and recording fees associated with this agreement;
- Will take possession of the parcel(s) when it tenders payment to the GRANTORSS or when it deposits the consideration, as set forth herein, into an escrow account for the benefit of the GRANTORS unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- Will prepare the following documents:

- | | |
|---|---|
| ☒ General Warranty Deed | ☐ Permanent Easement |
| ☐ Special Warranty Deed | ☐ Slope Easement |
| ☒ Quit Claim Deed | ☐ Temporary Easement (see terms above) |
| ☒ Partial Release(s): Instrument 695629 | |

WILLIAM L. HOLT

William L. Holt 4-5-2021
Date:

JULIE R. HOLT

Julie R. Holt 4-5-21
Date:

GRANTEE ACCEPTANCE: Delta County, Colorado, a body corporate and politic, acting through its Board of County Commissioners This 1 day of JUNE 2021.

Wilee Lue
By: Chair



EXHIBIT A

03/18/2020
Parcel RW-3A and RW-3 Holt
William L. Holt
25177 Cedar Mesa Road
Cedaredge, CO 81413

PARCEL RW-3A CEDAR MESA ROAD PRESCRIPTIVE RIGHT-OF-WAY LEGAL DESCRIPTION:

A parcel of land for road right-of-way purposes bounded and contained within the property as described in a deed recorded at Reception Number 666310 of the Delta County Clerk and Recorder's Records, and is located in the SW1/4 SW1/4 of Section 27, Township 13 South, Range 94 West of the 6th P.M., Delta County, Colorado, more particularly described as follows:

Commencing at the SW corner of said Section 27; thence along the west line of said Section 27, N 00°46'18" E a distance of 1326.86' to a point on the north line of said property; thence along said north line S 89°09'09" E a distance of 30.00' to the east right-of-way line; thence S 00°46'18" W a distance of 1295.54' along said east right-of-way line to the north right-of-way line; thence N 88°22'47" E a distance of 1251.70' along said north right-of-way line to a point on the east line of said property; thence along said east line S 01°37'13" E a distance of 30.00' to a point on the south line of said Section 27; thence along said south line S 88°22'47" W a distance of 1282.98' to the point of commencement.

Described parcel containing an area of 77,356 square feet or 1.78 acres, more or less.

PARCEL RW-3 CEDAR MESA ROAD RIGHT-OF-WAY LEGAL DESCRIPTION:

A parcel of land for road right-of-way purposes located on a property described in a deed recorded at Reception Number 666310 of the Delta County Clerk and Recorder's Records, and is located in the SW1/4 SW1/4 of Section 27, Township 13 South, Range 94 West of the 6th P.M., Delta County, Colorado, more particularly described as follows:

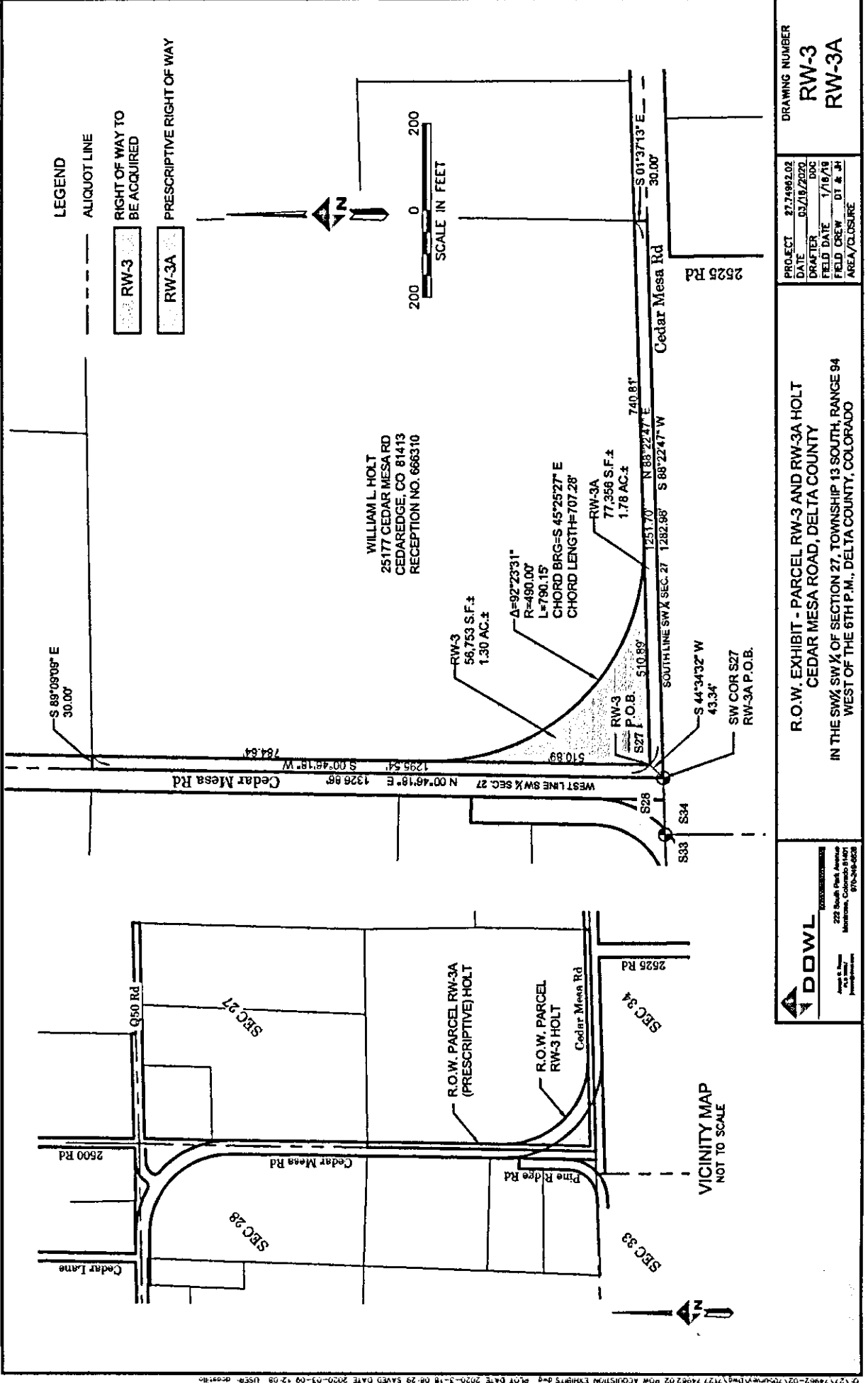
Beginning at a point on the north and east prescriptive right-of-way line of Cedar Mesa Road (RW-3A) from whence the SW corner of said Section 27 bears S 44°34'32" W a distance of 43.34'; thence along said east line of RW-3A N 00°46'18" E a distance of 510.89'; thence along a non-tangent curve to the left having an arc length of 790.15', a radius of 490.00', a chord bearing of S 45°25'27" E, and a chord length of 707.28' to a point on the north line of said RW-3A; thence along said north line S 88°22'47" W a distance of 510.89' to the point of beginning.

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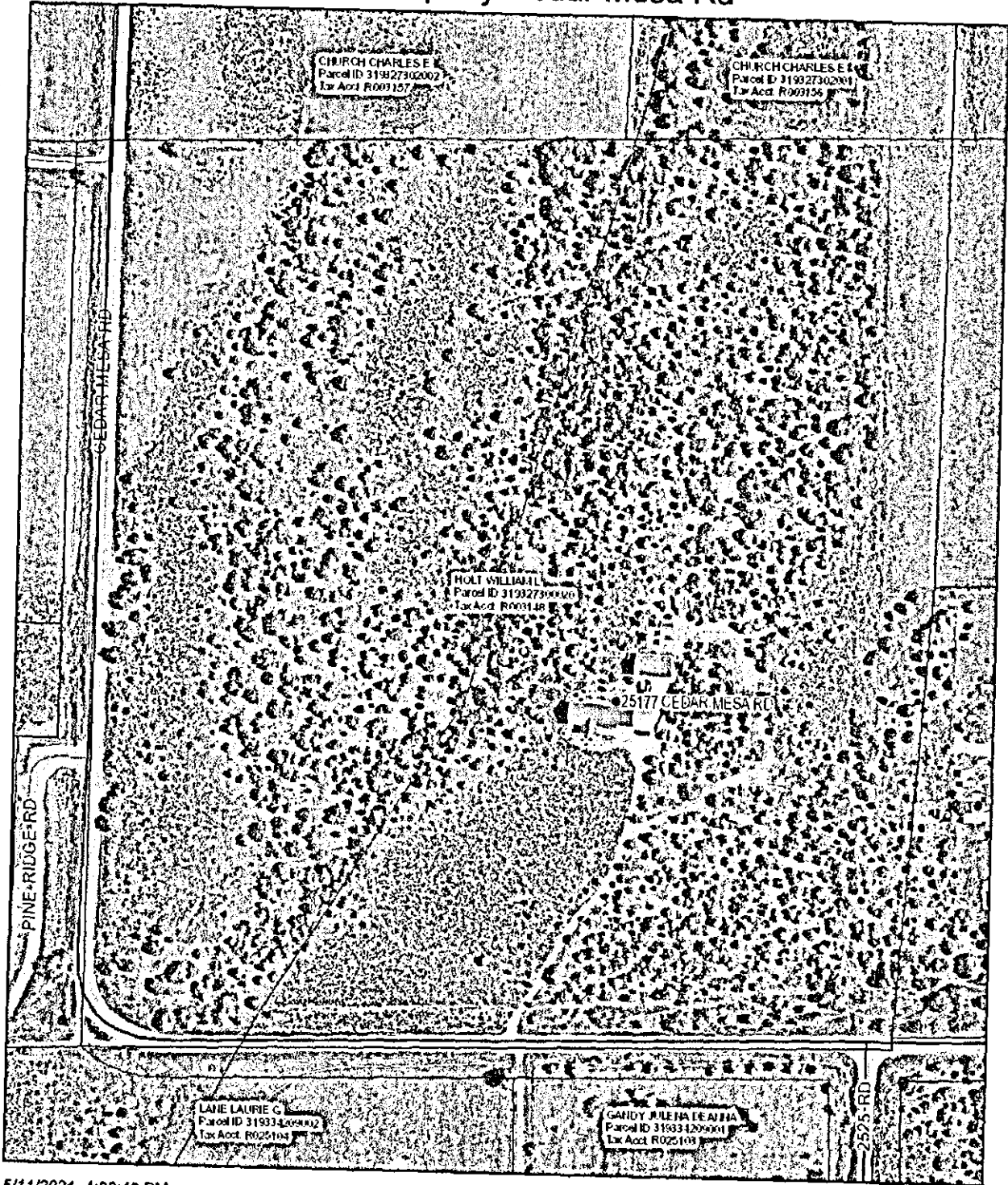
Description Written By:
Joseph S. Rease, P.L.S. 36067
222 S. Park Ave, Montrose, CO 81401

970-497-8879 • 800-865-9847 (fax) • 222 South Park • Montrose, Colorado 81401 • www.dowl.com

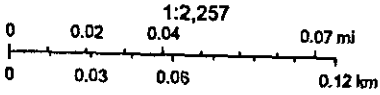
Alaska • Arizona • Colorado • Montana • North Dakota • South Dakota • Texas • Utah • Wyoming



Holt Property Cedar Mesa Rd



5/11/2021, 4:38:48 PM



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
Delta County Colorado
County of Mesa, Bureau of Land Management, Esri, HERE, Garmin,
Delta County 2019



Memo

To: Planning Department
From: Tim McCracken
CC: File
Date: June 1, 2022
Re: Engineering Comments for PLN22-073 Holt PP Pre-App Meeting

1. Cedar Mesa Road is classified as a Minor Arterial Road with a 100-foot right-of-way requirement.
 - a. Existing 40-foot ROW per Road Petition Book C Page 137.
 - b. Per a phone conversation with Matt Sheader on June 1, 2022, the current right-of-way acquisition is being held up by the Title Company.
 - i. A second access was part of the ROW acquisition agreement and is to be set by a site visit by Delta County Road & Bridge Foreman.
 - c. 50-foot of ROW east of the Cedar Mesa Road centerline is required.
 - i. 30-Feet of ROW is pending (Title Company).
 - ii. 20-feet of additional ROW is required.
2. Access/Driveways from Cedar Mesa Road shall be limited.
 - a. Access for lots 1 and 2 shall be a shared driveway and shall be placed across from Pine Ridge Road.
 - b. Shared Driveway shall meet Item 20 of Appendix 5, Delta County Roadway Design and Construction Standards.
 - c. Shared Driveways shall meet Chapter 4, Section 2.C.3 of the Delta County Land Use Code.
 - d. All driveways, including Shared driveways, shall meet Items 13, 14, and 16 of Appendix 5, Delta County Roadway Design and Construction Standards.
3. This review is not meant to be fully comprehensive, and additional requirements may arise at further reviews.

Referral Notice PLN22-073/Holt Subdivision

Carrie Derco <cderco@deltacounty.com>
To: Kate Kelly <kkelly@deltacounty.com>
Cc: Tim McCracken <tmccracken@deltacounty.com>

Wed, Aug 31, 2022 at 1:21 PM

I think they need a subdivision road rather than 3-4 different access points to Cedar Mesa rd.

Carrie Derco, M.S.
GIS Coordinator
Delta County Administration Building
295 W 6th Street
Delta, CO 81416

Office #: 970-874-2119
E-mail: cderco@deltacounty.com
Web: <https://www.deltacounty.com/13/GIS>
[Public Interactive Map link](#)



"Our mission as a county is to provide a safe and healthy community for present and future generations by providing equitable and quality service to the public, by treating one another with respect and dignity, and by acting with fiscal responsibility."

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Referral Notice PLN22-073/Holt Subdivision

Darleen Carron <Darleen.Carron@dmea.com>
To: Kate Kelly <kkelly@deltacounty.com>

Thu, Sep 1, 2022 at 2:39 PM

Good afternoon,

DMEA has no comment on this plat.

Thanks.

Darleen

Darleen Carron



System Design Aide

Delta-Montrose Electric Association

970-240-1273

darleen.carron@dmea.com

From: Kate Kelly <kkelly@deltacounty.com>

Sent: Wednesday, August 31, 2022 12:52 PM

To: Dan Sickles <dsickles@deltacounty.com>; Robbie LeValley <rlevalley@deltacounty.com>; Mark Taylor <mtaylor@deltacounty.com>; Greg Rajnowski <grajnowski@deltacounty.com>; Tim McCracken <tmccracken@deltacounty.com>; Carrie Derco <cderco@deltacounty.com>; Debbie Griffith <debbieg@deltacounty.com>; kcollins@cedaredgecolorado.com; Cedaredge Fire <cedaredgefire@gmail.com>; susankeiser9529@gmail.com; bill.hatch@tdstelecom.com; william.trujillo@tdstelecom.com; paul.ficklin@blackhillscorp.com; Shelby Bear <Shelby.Bear@dmea.com>; Darleen Carron <Darleen.Carron@dmea.com>; Amber McPherson <ambermcpherson@uscdwua.com>; Jim Farmer <jim.farmer@deltaschools.com>; Kurt Clay <kurt.clay@deltaschools.com>; Werkmeister, Melissa J <mwerkmeister@usbr.gov>; deltaconservationd@gmail.com; Aggen - CDOT, Kandis <kandis.aggen@state.co.us>; Killian - CDOT, Brian <brian.killian@state.co.us>
Cc: Julie Holt <jholt9715@aol.com>; Kris Crawford <kris@wilmorelandsurveying.com>; Kim Henderson <khenderson@deltacounty.com>

Subject: Referral Notice PLN22-073/Holt Subdivision

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Referral Notice PLN22-073/Holt Subdivision

Kami Collins <kcollins@cedaredgecolorado.com>
To: Kate Kelly <kkelly@deltacounty.com>

Fri, Sep 2, 2022 at 11:00 AM

The Town of Cedaredge has no comments on this one.

Thank you,

Kami Collins

Town Administrator



www.VisitCedaredge.com Events & Community Happenings

235 W Main Street | PO Box 398

Cedaredge, Colorado 81413

W: 970-856-3123 x 112

C: 970-361-8905

kcollins@cedaredgecolorado.com

www.cedaredgecolorado.com

[Facebook](#)

From: Kate Kelly <kkelly@deltacounty.com>

Sent: Wednesday, August 31, 2022 12:52 PM

To: Dan Sickles <dsickles@deltacounty.com>; Robbie LeValley <rlevalley@deltacounty.com>; Mark Taylor <mtaylor@deltacounty.com>; Greg Rajnowski <grajnowski@deltacounty.com>; Tim McCracken <tmccracken@deltacounty.com>; Carrie Derco <cderco@deltacounty.com>; Debbie Griffith <debbieg@deltacounty.com>; Kami Collins <kcollins@cedaredgecolorado.com>; Cedaredge Fire <cedaredgefire@gmail.com>; susankeiser9529@gmail.com; bill.hatch@tdstelecom.com; william.trujillo@tdstelecom.com; paul.ficklin@blackhillscorp.com; shelby.bear@dmea.com; Darleen Carron <darleen.carron@dmea.com>; Amber McPherson <ambermcperson@uscdwua.com>; Jim Farmer <jim.farmer@deltaschools.com>; Kurt Clay <kurt.clay@deltaschools.com>; Werkmeister, Melissa J <mwerkmeister@usbr.gov>; deltaconservationd@gmail.com; Aggen - CDOT, Kandis <kandis.aggen@state.co.us>; Killian - CDOT, Brian <brian.killian@state.co.us>

Cc: Julie Holt <jholt9715@aol.com>; Kris Crawford <kris@wilmorelandsurveying.com>; Kim Henderson <khenderson@deltacounty.com>

Subject: Referral Notice PLN22-073/Holt Subdivision

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Referral Notice PLN22-073/Holt Subdivision

Cedaredge Fire <cedaredgefire@gmail.com>
To: Kate Kelly <kkelly@deltacounty.com>

Tue, Sep 13, 2022 at 3:02 PM

Kate,

Cedaredge fire would like a fire hydrant installed at the proposed entrance to the subdivision. If there's any questions let me know.

Steve Hanson

On Wed, Aug 31, 2022 at 12:53 PM Kate Kelly <kkelly@deltacounty.com> wrote:

[Quoted text hidden]

[Quoted text hidden]

Memo

From: Tim McCracken

CC: File / Planning

Date: September 12, 2022

Re: Engineering Review for PLN22-073 Holt 4-Lot Subdivision

1. Label the Point of Beginning for all parcels/lots/ROW.
2. Label the adjacent property owners & parcel numbers.
3. Show the Unnamed Ditch on the Final Plat.
4. Check the Summary Table.
5. Check bearings and distances.
6. Add the following plat note (12): ***“Any further subdivision of any lot within the Holt 4-lot subdivision will require all access to be combined into one single internal road (one access point from Cedar Mesa Road).”***
7. The applicant shall revise and resubmit the application with appropriate changes based on staff comments and with responses to staff comments that did not result in changes to the application (Chapter 7, Section 2.D, *Recommended Revisions*).

Referral Notice PLN22-073/Holt Subdivision

Cedaredge Fire <cedaredgefire@gmail.com>
To: Kate Kelly <kkelly@deltacounty.com>

Wed, Sep 14, 2022 at 7:54 AM

We would like it at the shared access off of Cedar Mesa road, where it is running north and south.

Steve

[Quoted text hidden]

Referral Notice PLN22-073/Holt Subdivision

Cedaredge Fire <cedaredgefire@gmail.com>

Mon, Nov 7, 2022 at 8:44 AM

To: Kate Kelly <kkelly@deltacounty.com>

Kate, I will stop by tonight and look at this existing hydrant. It is on the opposite side of the road from this property. I would like to see a hydrant on the same side. I will measure the distance from the existing plug to the proposed driveway. That distance may put it too far from future houses in the new subdivision. I'll let you know tomorrow.

Steve

[Quoted text hidden]

Referral Notice PLN22-073/Holt Subdivision

Cedaredge Fire <cedaredgefire@gmail.com>

Fri, Nov 11, 2022 at 9:34 AM

To: Kate Kelly <kkelly@deltacounty.com>

Kate, sorry for the delay. The existing plug is within 1,000 feet of the proposed driveway, but it is inaccessible off of Cedar Mesa Rd. It is behind a fence and a tree. Therefore we still want a new hydrant installed at the entrance to this property.

Thanks,

Steve

[Quoted text hidden]



STAFF REPORT

Delta County Board of County Commissioners

**Delta County Administrative Building
560 Dodge Street, Delta, CO 81416**

Wednesday, December 20, 2022 @ 10:00 a.m.

Consider and award 2022-RFP-24 for Permit Database Software (Land Use – Planning)

SUMMARY/DISCUSSION:

GIS and Planning solicited proposals for implementing permit database software, specifically for land use (Planning), but also taking into consideration potential for future uses (e.g., asset management). 2022-RFP-24 for Permit Database Software was published on October 26, 2022. The deadline to submit was November 18th at 11:30 a.m. with the opening scheduled at 2:30 p.m.

We received nine (9) proposals ranging in cost from about \$25,000-\$432,000. Staff prepared a Summary Sheet (**Attached**) of all proposals to help compare the differences, and assess if/how they met the RFP requirements. Six (6) firms that submitted met the RFP requirements, including a pre-bid demonstration with Planning and GIS. In staff's review, only Cityworks and Elements met all of the scope and RFP requirements (highlighted columns in Summary Sheet).

The two firms were asked to make a presentation to the County land use team (Planning, Engineering, GIS, Road & Bridge, Environmental Health) as well as IT. On December 12th, there was two follow-up presentations, which included the ability to ask more detail about their proposals. This group expressed a preference for Cityworks based on these presentations.

ATTACHMENTS

- Summary Sheet
- Cityworks Proposal
- Elements Proposal

SUMMARY SHEET

	Novotx/ Elements	Schneider	Woolpert/ Cityworks	Online Solutions, Citizenserve	MaintStar	RedMark Tech, Accela	GovBuilt	Tyler Technologies	Delasoft Inc
Meet Scope Requirements	YES	NO	YES	NO	NO	NO	NO	NO	NO
Meet RFP Requirements	YES	YES	YES	YES	YES	YES	NO	NO	NO
Software License	\$ 15,000.00		\$ 20,000.00		\$ 50,000.00	\$ 42,000.00	\$ 19,000.00		\$ 250,000.00
Customization	\$ 6,000.00				\$ 45,000.00	\$ 40,700.00	\$ 24,000.00		
Integration		\$ 7,056.00		\$ 10,000.00		\$ 11,840.00			\$ 30,000.00
Data Conversion	\$ 12,000.00	\$ 6,120.00	\$ 5,700.00	\$ 15,000.00		\$ 22,200.00	\$ 5,000.00	\$ 20,000.00	\$ 90,000.00
Prof Srvcs	\$ 54,000.00	\$ 11,760.00	\$ 67,560.00	\$ 30,000.00		\$ 58,090.00	\$ 6,000.00	\$ 160,300.00	\$ 44,650.00
Training	\$ -		\$ 13,740.00		\$ 15,000.00	\$ 13,320.00	\$ 8,000.00	\$ 28,000.00	\$ 7,500.00
Travel	\$ -							\$ 14,000.00	\$ 10,000.00
LUMP SUM COST	\$ 87,000.00	\$ 24,936.00	\$ 107,000.00	\$ 55,000.00	\$ 110,000.00	\$ 188,150.00	\$ 62,000.00	\$ 222,300.00	\$ 432,150.00
Annual Yr 1 (Part of Bid)	\$ 15,000.00	\$ 7,932.00	\$ 20,000.00	\$ 42,000.00	\$ 24,500.00	\$ 42,120.00	\$ 20,500.00	\$ 49,546.00	\$ 50,000.00
Annual Yr 2	\$ 15,000.00	\$ 7,932.00	\$ 28,000.00	\$ 42,000.00	\$ 24,500.00	6.50%	\$ 21,525.00	\$ 49,546.00	\$ 52,000.00
Annual Yr 3	\$ 18,000.00	\$ 7,932.00	\$ 36,000.00	\$ 42,000.00	\$ 26,350.00	6.50%	\$ 22,601.00	\$ 49,546.00	\$ 54,080.00
Annual Yr 4	\$ 20,000.00	\$ 8,532.00	\$ 36,000.00	\$ 42,000.00	\$ 28,350.00	6.50%	\$ 23,731.00	\$ 49,546.00	\$ 56,243.20
Annual Yr 5	\$ 20,000.00	\$ 8,748.00	\$ 36,000.00	\$ 42,000.00	\$ 30,500.00	6.50%	\$ 24,917.00	\$ 49,546.00	\$ 58,492.93
Hourly Rate	187-225/hr		129-253/hr		130-250/hr	185/hr	150/hr	200-225	125-175/hr
Timeframe	8-9 Mo (Start Mar-2023)	30 days	3-6 Mo (Start 3-6 weeks)	4 mo	4-5 mo	30 Days, start	5-6 Mo	4-5 mo	8 mo
						16 mo			
Licenses	Included in Lump Sum		Included in Lump Sum	11-24 = \$2100/ user			Unlimited		
Asset Mgmt	License covered, cost for implementation		Purchase Add'l Licenses						

NOTES	\$5,500 Annual Fee to Host data	Optional \$45,000 for 3-year Support
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CITYWORKS PROPOSAL

Delta County, CO

Permitting Database Software
Request for Proposal 2022-RFP-24

November 18, 2022

RE: Permitting Database Software

To Whom It May Concern,

This proposal and its contents are submitted in response to 2022-RFP-24 Permitting Database Software

Re: RFP-2022-RFP-24 Permitting Database Software

Woolpert is a multi-discipline professional services firm focused on delivering exceptional value to our diverse clients and their stakeholders. Throughout Woolpert's 100-plus-year history, we have delivered architecture, engineering, geospatial, and consulting services to thousands of municipalities.

Legal name: Woolpert, Inc.

HQ Address: 4454 Idea Center Boulevard Dayton, OH 45430

HQ Phone: 937.461.5660

Local Office: Denver Colorado

Type of business: Corporation

State of Incorporation: Ohio

Date founded: Founded in 1911 and incorporated on 02 July 2004

Woolpert is excited to present our proposal to Delta County for permitting, land use and management, software selection services. As solution implementers and consultants, Woolpert brings a unique perspective and understanding of both municipal processes and industry best practices for replacing long-used software as well as starting the organization with their first software. Our goal is to align a best-in-breed solution with the county's vision, goals, and objectives to enable growth and organizational improvement.

Woolpert has developed an exceptional approach honed through years of projects working with similar clients. We understand the gravity of making a solution selection and what is required to successfully implement and deploy across the enterprise as well as the importance of people and processes in selecting technology. Woolpert will leverage this approach to provide the county several significant benefits, including:

- ***Accredited and experienced personnel***— Both project manager, Tom Merce, and program director, Jeff Pesler, are AICP planners with direct experience working for cities and counties. Our team will use this experience to create a richer, more efficient project delivery because we know what to ask and how to guide clients using established industry standards and best practices.
- ***Product knowledge***— Woolpert has directly worked with top-tier permitting solutions such as Cityworks, Accela, and EnerGov. Our expertise will enable the creation of realistic requirements to inform an objective solution selection while avoiding the time-intensive review of incompatible software.
- ***Philosophy of alignment***— Woolpert's underlying philosophy is to understand people and processes first followed by the incorporation of the most optimal technology to meet the unique needs and expectations of the enterprise organization. We seek solutions that fit the organizational culture in addition to meeting functional requirements to increase the potential for long-term system use.
- ***Long-haul relationships***— Woolpert is with you for the long-haul not just this project. Our team knows that long range success is achieved in large part due to consistent, stable, and familiar partnerships.

We acknowledge that we have received Addendum #1, #2, and #3, and the questions and answers provided to us. Additionally, we share your commitment to excellence and look forward to partnering with you and your team. If you have any questions regarding this proposal, please feel free to contact Brent Wilson, Woolpert's Technology Services Sales Director, by email or phone.

We share your commitment to excellence and look forward to partnering with your team and stakeholders. Thank you for your consideration.

Sincerely,

Brent Wilson, IAM
Woolpert, Inc.
Senior Associate
Sales Director, Technology Services
4454 Idea Center Boulevard
Dayton, OH 45430
M: 214-507-0579
Brent.Wilson@Woolpert.com

Individual authorized to negotiate and execute agreement: Jen Kouns, PMP
Title: Senior Associate | Market Director | Technology Services
Address: 27237 Preston Ln, Chestertown, MD 21620
Tel: 443.496.5519
Email: Jen.kouns@woolpert.com

Jen Kouns X



Woolpert, Inc. has read and understands the RFP in its entirety, including, without limitation, the scope and nature of the work, all appendices, attachments, exhibits, schedules, and addendum, as applicable.

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Executive Summary

Delta County is looking to leverage and expand its **GIS investment** to better track and manage its permits and development needs. The system will be used by the Planning, GIS, Engineering, Health, Road and Bridge Department, for a GIS-centric land use permit and workflow tracking program. Improving the operation and tracking requires a **robust** case management solution, including feature-rich software and well-defined business processes.

We understand that the selected **Community Development** solution must be fully compatible with Esri's suite of applications including but not limited to **ArcGIS GeoDatabase** and **ArcGIS Online**. It must provide comprehensive capabilities for Mobile for both connected and disconnected activity. Additionally, the implemented solution must be cohesive, multi-functional, robust, flexible, and able to be tightly integrated with other business applications and able to accommodate future enhancements and updates.

Implementation of the selected software must be **appropriately managed**, designed, configured, tested, documented, and deployed such that the resultant permitting solution supports data filing and data-driven decisions. The result will be **streamlined permitting** efforts and an increased return on investment in time and reporting.

Woolpert clients have enjoyed **long-established, strong partnerships** with us for many years. We have worked and will continue to work tirelessly to fully understand the organization's overarching **strategic goals** and **objectives** so that we may deliver **best-practice-driven solutions** that will serve the organization's needs for many years to come. We are excited about the opportunity to partner with the county and will strive to provide the fullest commitment to its goals.

Project Understanding

Woolpert understands the objective of the Delta County permitting and development is to implement a solution with a GIS-Centric integration for cases and processes throughout the life cycle of each permit. The new system will support management of workflows and records. The ideal system would be one that is currently being successfully utilized by other similar organizations to meet their permitting and development needs. The County also desires to work with a vendor and implementer with long-term visibility and extensive experience on similar projects that include project management, design, development, integrations, testing, training, data migration, documentation, change management, and support.

Woolpert has carefully reviewed the County's request for proposal and has put significant effort into researching and understanding the context of this project for the County in order to respond with accuracy. We strongly believe that **Woolpert (implementer) and Trimble's Cityworks PLL software is the best combination to meet the County needs**.

We also understand that in the future you might like to install an asset management system (AMS) to replace PubWorks. Cityworks AMS would not only be able to meet those needs but will also integrate out-of-the-box (OTB) to the Cityworks PLL permitting solution as well.

Cityworks PLL – Major Facts and Features

Cityworks PLL streamlines and automates permit, licensing, and land management processes while working with Cityworks AMS and Esri® GIS. This allows permit, license, and land data to be viewed in the same application as work orders, service requests, and GIS asset data. Cityworks PLL and AMS records can also be linked together, which allows organizations to capitalize on the major applications of the Cityworks platform.

Woolpert has analyzed the County's requirements and has carefully chosen Cityworks PLL. There are several unique benefits that Woolpert (implementer) and Cityworks PLL (software) have to offer:

- **Woolpert (Software Implementer)**
 - **Strong understanding of the Permitting Market.** Woolpert has provided services to the community development market for many year.
 - **Unmatched experience with permitting systems.** We have assembled a team of professionals who, on both the national and local levels, demonstrate the highest degree of expertise available. Our Cityworks PLL implementation team includes decades of real-world permitting experience with municipalities such as the City of Chicago, Illinois and Fairfax County, Virginia. Additionally, our team has practical Cityworks PLL experience administering the application, not just implementing it. Together, our team has implemented Cityworks PLL for a variety of clients, including, but not limited to: water/wastewater utilities, building permitting, planning and zoning, code enforcement, fire, and parks and recreation. We bring these strengths to each of our Cityworks PLL implementations and look forward to having the opportunity to collaborate with the County on its Cityworks PLL journey.
 - **A team of leaders.** The Woolpert team has extensive experience in the deployment of code enforcement and permitting solutions.
 - **Our record of success.** Our proposed team members enjoy an excellent success record with similar jurisdictions and are recognized as high-value experts in an array of similar systems.
- **Cityworks PLL (Software Solution)**
 - **Out-of-the-box functionality to manage permit and development cases** and processes throughout the life cycle of a case.
 - **Out-of-the-box record-keeping capabilities** for permits, cases, periodic inspections, regulatory enforcement, court cases, and abatement programs.
 - Cityworks PLL is **scalable** and **configurable** with limited customization.
 - Capability to perform core functionality using the **mobile application**.
 - **Citizen-facing portal** for communication.
 - **Out-of-the-box integration with Esri GIS.** Cityworks PLL and AMS are tightly integrated out of the box with Esri.

Cityworks allows organizations to track permits, planning and development, engineering processes, business and regulatory processes, and code enforcement cases from inception to completion. GIS features can be tracked and may include parcels, inspection zones, zoning districts, addresses, or any other defined GIS feature classes.

Most applications span an array of departments, including building, planning, and engineering. Cityworks enables agencies to share and access information easily and efficiently, streamline the application and review process across departments, and deliver substantially higher levels of customer service for contractors and citizens.

Cityworks PLL can manage the life cycle of complaints and cases including but not limited to housing, property, zoning, sanitation, business, tourism, and derelict and abandoned vehicle violations. Cityworks tracks all addresses, personnel, conditions, tasks, inspections, corrections, fees, and payments for any given permit type. PLL streamlines and automates work processes, including application routing, plan review, fee calculation and collection, licensing renewals, workflow and tasks, inspections, management signoff and tracking, reporting and more. **Further, Cityworks PLL is able to meet all of the solution requirements listed in the RFP.**

Benefits for Similar Clients

City of Topeka, Kansas

The City of Topeka, Kansas, desired the ability to automatically advance the permit reviews down the path of permit approval based on the inspection or other work order outcomes. Through Cityworks PLL, Woolpert provided the City easy access to reports and information that is essential to managing the city's infrastructure. The City realized improved efficiencies in data collection and retrieval and increased revenue as a result of more accurate billings.

Prince William County Service Authority, Virginia

Using Cityworks PLL, Woolpert automated and re-engineered Prince William County Service Authority's components of their greater land development permitting process. We gave them the ability to ensure adequate water and sewer service availability and that proper utility design standards are adhered to. The Authority was also provided an automated process for issuance of utility permits, construction inspections, meter certifications and installations, and project close-out/account set-up.

Greenville County, South Carolina

Woolpert helped Greenville County, South Carolina, streamline the development review process for its customers through Cityworks PLL. They were able to improve customer service delivery by allowing customers to interact with their submissions in real time. To support the County's rigid data integrity constraints coupled with comprehensive standard operating procedures, Woolpert provided the County enhanced data integrity and the ability to confidently provide internal and external stakeholders with information from PLL. The County also gained spatial awareness due to the GIS-centricity of the Cityworks suite, enabling users to easily identify the location of daily work activities ranging from management identifying site stabilization violation hot spots to building inspectors mapping their daily inspection route. As a result, various external stakeholders, ranging from incorporated jurisdictions to members of the development community, concur that the County's use of the PLL Public Access Portal has vastly improved customer service delivery.

If given the opportunity, we plan to take Delta County on a similar journey to improve operational productivity.

Vendor Profile

Woolpert

Woolpert, Inc. is an private/employee-owned corporation that delivers dynamic consulting and design services worldwide to clients who require architectural/engineering assistance, technology integration, or a combination of both. Our clients—whether in the private sector or federal, state, and local government—benefit from Woolpert's professional expertise over **a wide range of services in design, geospatial, and IT management**. What started as a local engineering and surveying company is now a leader in its field.

Founded in 1911, our firm has gone by several names in the past. Listed below are Woolpert’s former names and when they were established:

- Charlton D. Putnam, 1911
- Putnam & Woolpert, 1931
- Ralph L. Woolpert Co., 1942
- Woolpert Consultants, 1979
- Woolpert LLP, 1997
- Woolpert, Inc., 2004

Woolpert is a multi-discipline professional services firm focused on delivering exceptional value to our diverse clients and their stakeholders. With more than **1900 professionals in over 60 offices** across North America and the World, our firm has the relevant experience, professional expertise, technical support, and quality review personnel to complete virtually any assignment in the given timeframe. Throughout Woolpert's 100-plus-year history, we have directed and implemented thousands of successful projects addressing all phases of the asset life cycle. We are highly skilled and motivated professionals empowered and inspired to deliver a solution that will enable the County to meet your mission, vision, and goals.

Woolpert is proposing the Cityworks software to meet the needs and expectations of the County. With Woolpert's expertise in implementing the Cityworks software, our proven technical approach, and subject matter expertise within the services categories, the County will successfully deploy a solution for city users.

Woolpert has been delivering transformative Cityworks AMS and PLL implementations since the inception of the Cityworks Partner Program (25+ years). Our customer's Cityworks successes are unrivaled among the Cityworks user community. Woolpert is Cityworks' first and only implementation partner to receive a Specialty Designation due to our internationally recognized thought leadership and contributions to the advancement of asset management standards.

With over 100 successful permitting implementations, Woolpert offers the County an unparalleled team that will:

- Leverage a framework of best practices to set you up for success in meeting your short and long-term permitting objectives.
- Utilize our thorough yet flexible implementation process to deliver a solution that will benefit your organization and stakeholders for years to come.
- Optional support for your Cityworks administrator team for up to three years, allows the County to grow the solution with Woolpert support at a reasonable pace.
- Cityworks PLL will be provided in the Cloud environment. This will ensure the County is always on the most recent version of the software.

WHY WOOLPERT?



OUR SERVICES
Our asset management, consulting and implementation projects have encompassed a wide variety of facility types and project sizes



OUR SOLUTIONS
Guided by internationally recognized best practices, our solutions optimize our clients' infrastructure performance and reliability



OUR EXPERIENCE
We've fulfilled a variety of objectives, from budget level project justifications to enterprise wide facility evaluations and long-range planning



OUR CREDENTIALS
Woolpert is a corporate member of the IAM, and 22 members of our asset management staff hold IAM certifications

Woolpert by the Numbers

110+	Years of innovation and thought leadership
400+	Cityworks AMS & PLL implementations
50+	Advisors and consultants
20+	Average years of experience per advisor
20+	IAM-certified asset management professionals
5+	Staff active on national and international asset management and standards committees

We have done this work across multiple types of systems and have implemented permitting-related systems across the country. Software implementations and software management are our core competencies, and we continually invest in keeping ourselves at the front of the pack. We help our clients manage their licensing, permits, and assets through innovative planning and information technology solutions. Our technology services include implementing and integrating Work Order and Maintenance Management (WOMM); Permits, Licensing, and Land (PLL); Enterprise Geographic Information Systems (GIS); Enterprise Asset Management (EAM); Computerized Maintenance Management Systems (CMMS); and Facilities Management Systems (FMS) with other key decision support systems.

Woolpert is a **Cityworks Platinum Implementation Partner**, which is the top tier of Cityworks' partnership model. With over 400 successful enterprise-class Cityworks implementations and numerous integrations with just about every third-party system in the public sector, Woolpert offers the County an unsurpassed ability to successfully implement the Cityworks solution to the benefit of your organization and stakeholders.

Woolpert has completed more Cityworks implementations than any other Cityworks business partner, and we have assisted hundreds of agencies in the optimization of their asset management practices.

Our proposed approach is thorough, realistic, and achievable. Through our many years of implementing large-scale technology solutions, we have achieved a level of expertise in the analyses, development, and implementation of project plans and technical solutions that ensure our clients' project goals are achieved on time and within budget.

Our Cityworks implementation approach provides for the greatest level of continuous knowledge transfer from our staff to the County project team. This helps to ensure rapid and thorough organization-wide adoption of your new system and enables the City management team to address a wide range of training and organizational change management issues during the regular course of the project.

Cityworks

Cityworks, a Trimble Company, is the leading GIS-centric solution. The Cityworks PLL solution leverages the County's investment in its GIS to eliminate the need to synchronize and maintain redundant asset data within multiple databases. Cityworks is known for an easy-to-use interface with a robust and highly configurable back end. The high degree of configurability allows the product to adapt to complex workflows and data analysis without needing to customize software code.

The Cityworks AMS & PLL solutions provides robust permitting and asset lifecycle management workflows and application features, including but not limited to the following:

- Asset location and condition data capture
- Permit, Work orders, inspections, and service requests
- Lifecycle work management and work history
- Work scheduling
- Inventory management
- Building Inspections
- Dashboarding, reporting, and analytics
- API's for System Integrations

Cityworks has been deployed at over 4,000 departmental organizations and maintains a better than 99% customer retention rate.

The Cityworks platform offers the County all the features and functionality detailed in the Request for Proposal Requirements matrix, including tight integration with Esri. It can be configured to support the County's specific workflows and business requirements without additional software customization. Cityworks PLL provides the County with the best-integrated solution that comprehensively supports your current and future work and asset management requirements across your different horizontal and vertical asset classes.

Cityworks has over 750 customers throughout the United States and around the world, ranging in size from single-user sites to installations servicing millions of people and multiple disciplines. These clients include public works agencies, large and small communities, water/wastewater utility districts, energy companies, municipalities, and other organizations involved with the care and operation of public assets, as well as their associated data, work activities, and business processes.

A recognized industry leader, Azteca Systems is the creator of Cityworks web GIS-centric public asset management systems. Cityworks is designed for ease of use, incorporating industry standards and best practices to help our clients efficiently manage their operations. Cityworks is based on years of public works, utilities, licensing, and permitting experience from public and private sector professionals and industry application specialists.

In 2010, the company released the first version of Cityworks PLL. In 2015, Cityworks was released as a web GIS-centric platform designed with a variety of AMS and PLL apps, specialized ancillary apps, and a framework capable of efficiently integrating with other systems.

Over the last 15 years, Cityworks has maintained an average annual retention rate of 99% among more than 700 existing clients throughout the world. This demonstrates that our customers value Cityworks' capabilities and return on investment.

Cityworks is closely aligned with Esri, as a Platinum Tier Developer. This identifies Cityworks as an industry leader providing GIS software solutions that are built on the Esri software platform. Cityworks offerings are strategically aligned with Esri's vision and marketing strategy. Cityworks has worked collaboratively with Esri on development as well as distribution of Cityworks products.

Cityworks is built using open standards and technology, storing data in an open, published format utilizing standard commercial SQL databases, such as Oracle and Microsoft SQL Server. The open-standards design of Cityworks is the key to developing applications and reports that enhance each individual system and interface with your critical business systems. These interfaces may be created in-house or by a third-party contractor working for your organization.

Cityworks customers are free to use the Cityworks data structures to build interfaces to other databases, such as customer information systems, financial information systems, human resource management systems, fleet management systems, and other related business applications. Several customer sites have even created their own applications to access their data. The Cityworks licensing policy does not prohibit this in any way. Cityworks believes in and fully supports "open systems" and "open standards."

Application Programming Interfaces (APIs) extend the Cityworks platform to third-party applications. These APIs expose specific functionality as well as data, allowing Cityworks to interact with other systems. APIs are licensed separately and require configuration.

The Cityworks data model and structure are documented for internal or neutral third-party consultant use. Azteca Systems requires the client to acknowledge that copyright law protects the Cityworks data structures wherein the data is stored. However, the client is always the owner of data entered or stored in Cityworks or generated by Cityworks.

Access to and utilization of the data in Cityworks is unencumbered for the client's internal usage for the following purposes:

- Data conversion and data migration into or out of Cityworks.

- Internal application development for add-ons to Cityworks or for an application that is complementary to Cityworks, whereas the application is not a reverse engineering of Cityworks.
- The development and maintenance interface from Cityworks to citizen web pages for information and service request systems. The licensee has access to the complete documentation of all Cityworks data structures.

Clients may utilize the services of a third-party vendor to support Cityworks for the above items. However, the third-party vendor cannot be a direct competitor of Cityworks, and the third-party vendor must execute a Non-Disclosure Agreement with Cityworks.

Product Description

Cityworks PLL

Cityworks PLL streamlines and automates permit, licensing, and land management processes while working with Cityworks AMS and Esri® GIS. This allows you to view permit, license, and land data in the same application as work orders, service requests, and GIS asset data. Cityworks PLL and AMS records can also be linked together, which allows organizations to capitalize on the major applications of the Cityworks platform.

Cityworks allows organizations to track permits, planning and development, engineering processes, business and regulatory processes, and code enforcement cases from inception to completion. GIS features can be tracked and may include parcels, street segments, intersections, addresses, or any other defined GIS feature classes.

Most permits and applications span an array of departments, including building, planning, and engineering. Cityworks enables agencies to share and access information easily and efficiently, streamline the application and review process across departments, and deliver substantially higher levels of customer service for contractors and citizens.

Cityworks tracks all addresses, personnel, conditions, tasks, inspections, corrections, fees, and payments for any given permit type, which can include:

- Building
- Electrical
- Mechanical
- Plumbing
- Demolition
- Right-of-way
- Utility cut
- Fire and zoning

PLL streamlines and automates work processes, including:

- Application routing
- Plan review

- Fee calculation and collection
- Licensing renewals
- Workflow and tasks
- Inspections and scheduling
- Management signoff and tracking
- Reporting

Cityworks is designed with built-in apps (Office, Tablet, and others) and other apps built outside of the platform (including Respond, Public Access, mobile apps for iOS and Android, Admin, Style, and others), which provide the end user with an optimized office or mobile experience using various devices. Office contains full PLL functionality and is designed for an office environment, while Tablet enables PLL management on mobile laptops and tablets and utilize a map that displays on a separate browser tab. Respond is a mobile application which utilizes a resizable map. Respond is also designed and developed to support use of screen readers.

Web GIS-centric

Cityworks fully leverages an organization's investment in spatial data. It is designed on the premise that a Geographic Information System (GIS) is a superior platform with which to organize, store, and manage asset data (both networked and non-networked infrastructure), including location, connectivity, detailed attributes, maintenance and case activities, and historical data.

The web GIS-centric approach to Cityworks reduces the amount of land-data duplication common across city departments. The GIS is the source for all land-related data on a given parcel. Users identify any asset and view information on parcels, zoning, surrounding areas, etc., so long as that layer is available in the GIS. All permits and cases associated with features or X, Y, Z coordinates can be queried and displayed on the map. Combining the detail of the GIS with Cityworks items results in spatial reports that quickly provide an organization with the information needed for decision making.

The parcel feature class is one of the primary feature classes utilized by Cityworks to track planning, permitting, and case activities. However, any GIS feature can be attached to a permit or case. Administrators can also define areas where cases can and cannot be created.

Permit, License, and Case Management

Cityworks gives jurisdictions direct control over their business processes. The basic structure of Cityworks PLL is highly adaptable and can be tailored to your organization's needs during the installation process. The basic PLL package can be configured to allow access by multiple departments, such as the legal department, encouraging coordination on code enforcement cases; or public utilities, allowing cooperation in the construction of water and sewer lines in new subdivisions.

Cases track transactional data required for community development and regulation processes, which can be configured to provide flexible business management. Automatic notifications can be used to alert users, departments, and divisions when their task in the workflow is ready to begin.

Customized templates help manage the required data for a specific process. As many templates as necessary can be designed to streamline the development process. Basic functional forms are available, which can be adapted to serve the organization's needs.

For example, if a residential building permit needs the Inspection Request form and the final subdivision plat doesn't, their templates are configured accordingly. Likewise, code enforcement cases need the Violations form; pre-development concept plans don't. Each template is assigned *only* those forms relative to that process.

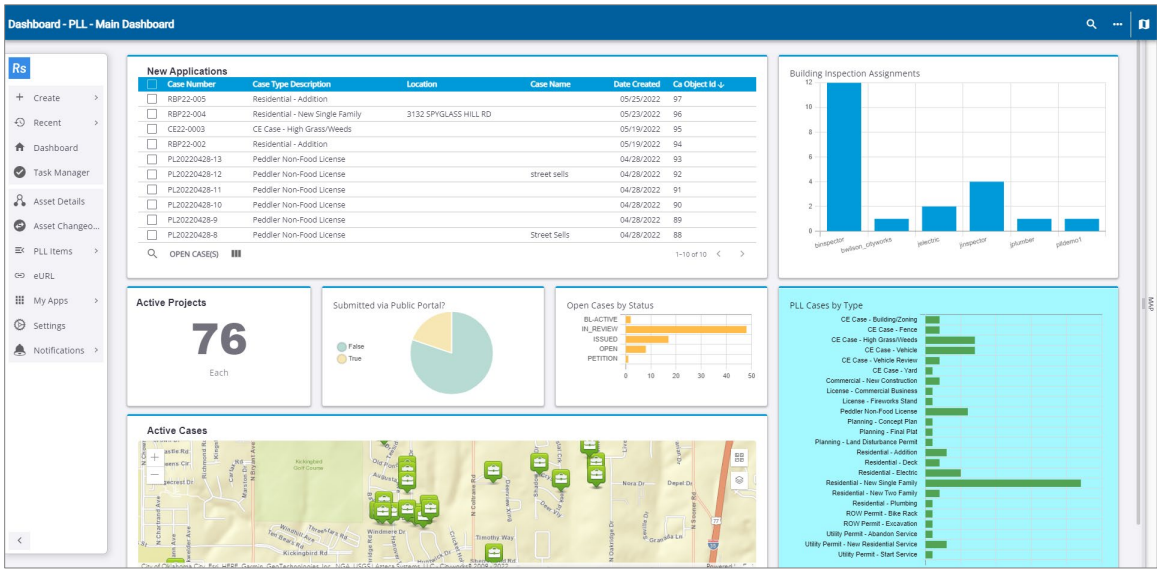
Cityworks PLL core functions include the following:

Address	Deposit*	Licenses	Related documents
Case intake	Fees*	Main	Summary
Condition*	Flags*	Notes	Violations
Contractor	Inspection request	Payment	Workflow*
Data group*	Instrument	People*	

* Can include default data

Dashboard

The dashboard or inbox is the home page which displays a user's important information. The dashboard opens when the user first logs in to Cityworks. Its design varies depending on which application is being used. Dashboards can display individualized reports, query results, map displays, images, and other web parts.



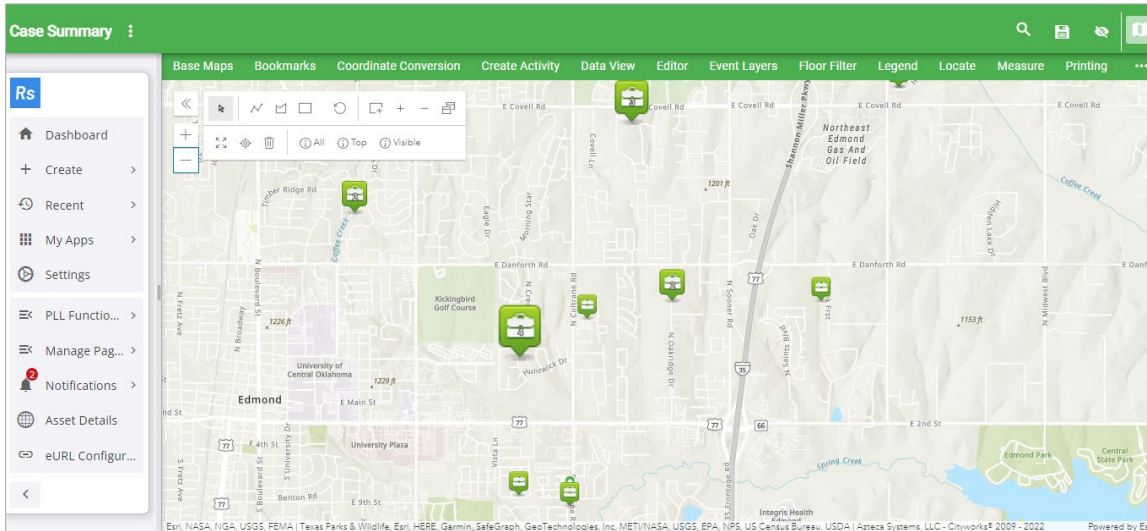
Respond—Dashboard

Map Interface

Cityworks utilizes JavaScript maps which appear as either resizable or full-page maps. Active work orders, inspections, service requests, and cases are symbolized in the GIS map view, allowing for a quick and intuitive summary of activities.

Using map tools enables users to locate addresses; select features; create service requests, work orders, inspections, and cases; determine route navigation; as well as perform other map-related functions.

Designer and Style allow customization of the tools which appear on the top of the map. These customizations can be applied for entire domains, groups, or individual employees when using the specified apps.



Respond—Map events

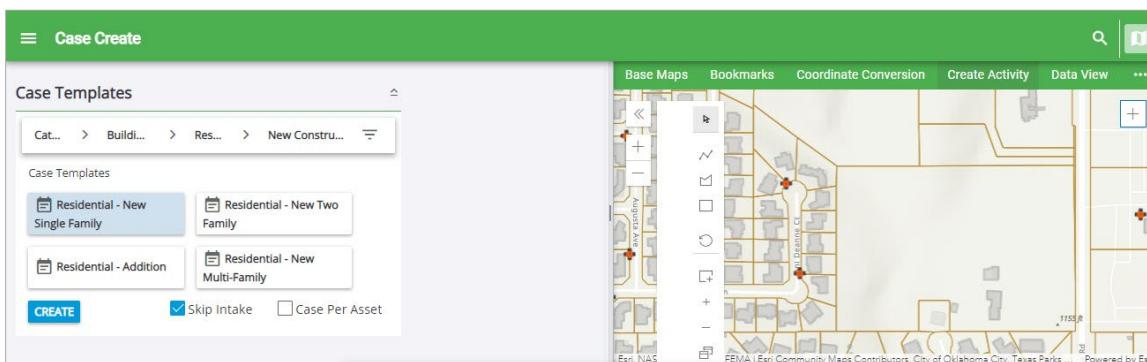
Map tools functionality includes the following:

- **Base Maps**—Change the base map.
- **Bookmarks**—Store frequently visited map extents.
- **Create Activity**—Enables creation of service requests, inspections, work orders, and cases from the map.
- **Event Layers**—Displays activities on the map based on a saved search or query.
- **Data View**—View and modify records and attributes of features. Display, move, and edit events. View geodatabase attachments.
- **Editor**—Edit the map.
- **Heat Maps**—Display groupings of event layers on the map.
- **Layer Search**—Select features from a map layer or search for and select work activities.
- **Legend**—Manage event layers, set selectable layers, adjust asset visibility, control the transparency, and zoom out to the full extent of the layer.
- **Locate**—Locate an address on the map or select a point on the map to produce an address. Searches can also be performed on work history at a location.
- **Measure**—Measure distance, location, or area on the map.
- **Navigation**—Navigate the map using pan, zoom, full extent, and current location.
- **Printing**—Print the map.

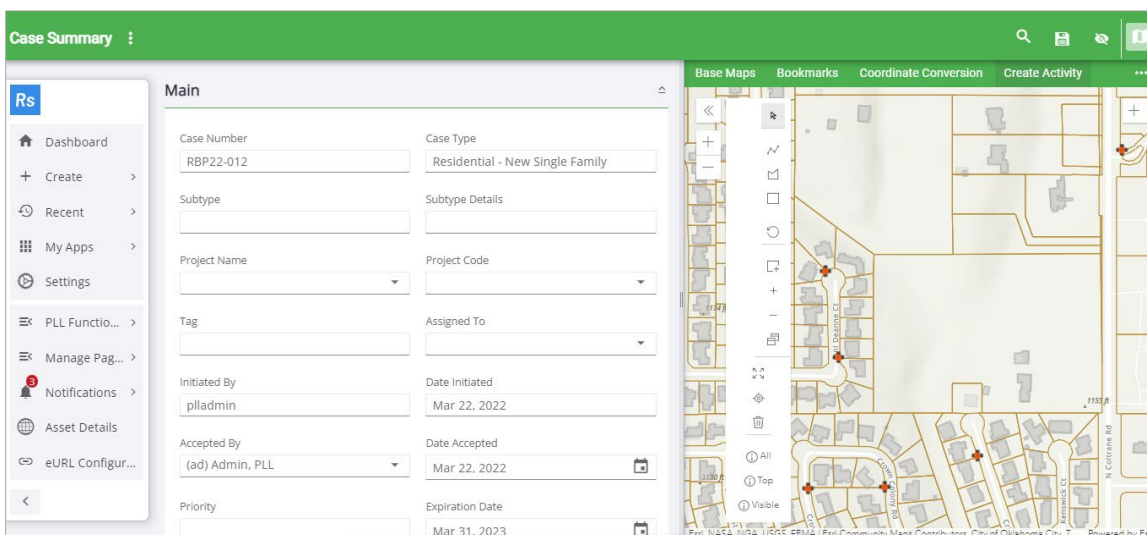
- **Redline**—Draw on the map using a variety of graphics. Drawings can then be attached to service requests, work orders, or inspections.
- **Routing**—Add locations to the map to generate a route for navigation.
- **Selection**—Select and identify assets on the map.
- **Split Line**—Enables splitting a line and transferring the work order histories to one or both segments.
- **Webmaps**—Allows you to access and use maps you have created or have been shared by a specific group or your organization through ArcGIS Online.
- **FloorSwitcher custom plug-in**—when using ArcGIS Indoors and Cityworks, the FloorSwitcher map tool can be used to switch between buildings defined on your map and the floors within each building.

Create a Case

Case templates can be organized into categories, such as building permits, licenses, code enforcement, etc., to make it easier for users to find the desired template. Administrators have the option of showing the user the case intake page to enter information associated to the case type, creating the ID upon saving. Alternatively, the case can be automatically created, bypassing the case intake page while going directly to the case summary.



Respond—Case Create templates



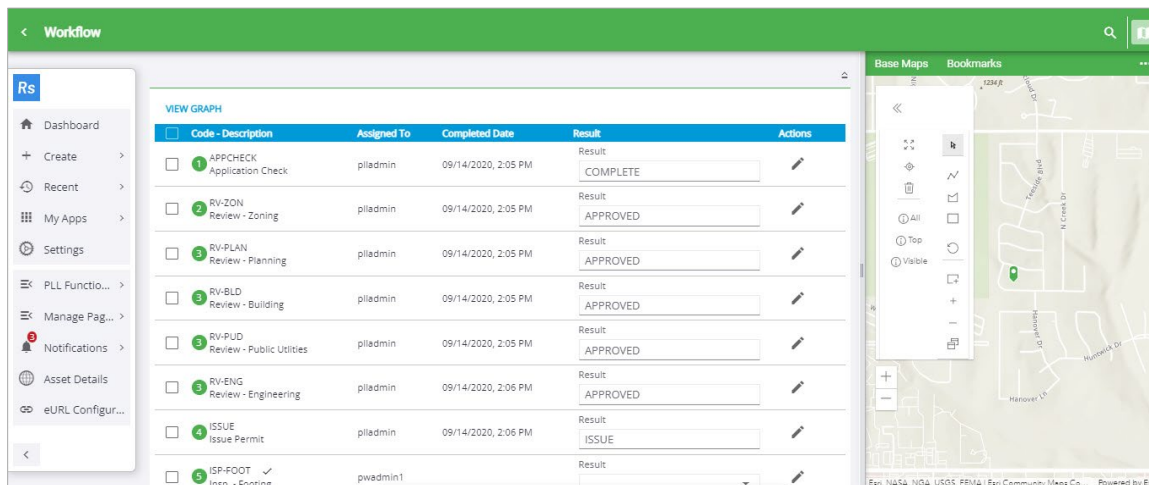
Respond—Case Intake

Workflow

Workflow consists of all tasks associated to a case. The workflow panel is the command center for managing tasks. Users can efficiently update the tasks assigned to a case by accessing the workflow, moving the case to completion.

Workflow tasks can consist of review, inspection, and hearing task types. Workflow functions include the ability to view, add, organize, and update tasks for a permit case and move the permit or case through plan reviews, issuance, inspections, meetings, hearings, and so forth.

Tasks are assigned to templates by default; however, users can edit the workflow by adding or deleting tasks for each permit or case as needed. Adding tasks can be performed manually, or automatically for specific tasks if configured. Tasks can also be used to trigger AMS work orders.



Office for PLL—Workflow tasks

A workflow graph can be used to display the tasks defined for the case. Tasks can be added, or the sequence can be adjusted, if necessary.



Workflow graph

In addition, a calendar can be accessed to display inspection schedules. Inspections can be rescheduled, and users can enter or modify the appointment details.

The workflow is affected by actions performed on each task, such as:

- Close the permit or case.

- Update the status of the permit or case.
- Insert a new task or group of tasks.

Additional task functionality includes:

- Attached checklists containing inspection steps, corrections, etc.
 - These are required to be completed for the task to be complete.
 - Each checklist item can be marked with appropriate codes and comments.
- Fields are available to store comments, time accounting, and attachments.
- Notification emails sent when tasks become available, are assigned, or are completed.
- Dashboard or inbox setup for tasks.
- Inspection tasks:
 - Can be scheduled, canceled, rescheduled, or reassigned.
 - Corrections can be defined for checklist items.
 - As part of inspection requests, inspections can be added to the list of tasks in the workflow.
- Hearing tasks:
 - Can be scheduled, canceled, or rescheduled.
 - Can be automatically scheduled if the hearing schedule is tracked in PLL.
 - Can store checklist corrections.

Licenses

Cityworks tracks new licenses, renewals, fees, follow-up inspections, and related processes. A typical business license in Cityworks uses the same functions as other items in the system with the exception that it is designated as a business license. In addition to standard information, business license cases include a business information section which tracks business name, business type, business category, and state and federal tax IDs.

Cityworks can handle licensing for various business and professional trade activities, which can include:

- Business licensing
- Trade licensing
- Health permits
- Fire permits
- Parking permits

Cityworks supports the following license functionality:

- Business licenses can have “sub-licenses” that expire on the same date as the primary business license. The sub-licenses have associated fees that are added and removed with the sub-license.
- Business license fields are located at the bottom of the case’s Main panel.
- Licenses can expire on a given date, on a rolling year basis, or on a specific month or day.
- Users can manually change the license status to renewal, or the system can do so automatically.
- Historic licenses and year-to-year renewals for a given business are stored in the audit log.

- Fees can be automatically updated at the time of renewal. For example, a registration fee could be charged in the first year and then be replaced with a renewal fee in subsequent years.

The screenshot shows the 'Case Summary' interface for a business license. The interface is divided into several sections:

- Main:** Contains fields for Case Number (LIC22-001), Case Type (License - Alcohol), Subtype, Subtype Details, Project Name, Project Code, Tag, Assigned To, Initiated By (pwadmin1), Date Initiated (Feb 01, 2022), Accepted By ((ad) Admin, Public...), Date Accepted (Feb 01, 2022), Priority, Expiration Date (Mar 03, 2022), Status (COMPLETED), and Status Code (DONE).
- Map Layers:** Displays 'There are no map layers' and an 'UPDATE MAP LAYERS' button.
- Address:** Shows 'No data to display.'
- People:** Empty section.
- Data Group:** Shows a 'Grand Sum' of 0 and a 'Group Sum' for 'LIC-ALCOHO LC - Alcohol'.
- Payment:** Includes 'VIEW PAYMENTS' and 'VIEW RECEIPTS' tabs. The 'VIEW RECEIPTS' tab shows a 'Total Paid' of \$104.00 and two payment entries:

Payment ID	Date	Time	Paid	Tender Type
L-LIQ105	02/01/2022	9:06 AM	\$58.00	CREDIT
L-LIQ106	02/01/2022	9:06 AM	\$46.00	CREDIT
- Attachments:** Shows 'No attachments.'

Respond—Business license example

Inspections

Inspections in PLL are handled as tasks and can be scheduled, canceled, rescheduled, or reassigned. Sub-inspections are handled as task corrections defining inspection steps or checklists. The following are inspections supported by Cityworks that are related to the issuance of permits or code compliance:

- Permits issued by the city, such as:
 - Building permit
 - Street cut permit
 - Food establishment inspections related to a fire operational permit
 - Construction and post construction site inspections
- Code compliance inspections unrelated to current permits, such as:
 - Housing code violations
 - Tall weeds
- Recurring inspections such as those related to businesses or food establishments such as:
 - Fire code
 - Public health

Respond—Inspection, edit task example

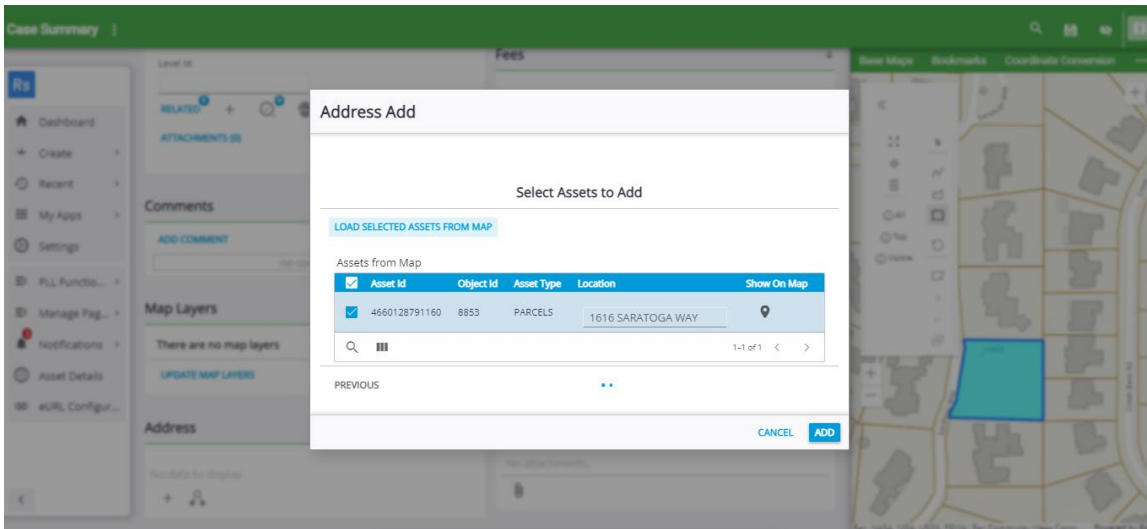
Inspection Request

Some case types require one or more inspections before the case can progress to completion. Inspections can be requested for cases where the corresponding task is available in the workflow.

Respond—Inspection request edit

Address

Location data is displayed on each case. Default items such as the address, parcel ID, and X, Y, Z coordinates are imported into the permit. The information from the map can easily be viewed and searched from within the application. Users can remove, view, and search addresses, as well as select and add an address from the map.

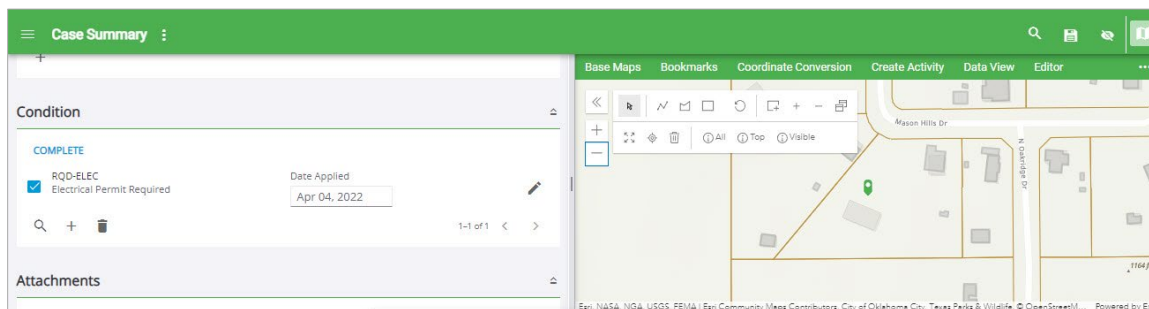


Respond—Add an address from a map selection

Conditions

Conditions are used to track additional requirements as part of the case permit. A restriction can be put on the case if conditions are not met. For example, a permit cannot be issued until conditions are met, or a planning commission may approve an action item with conditions.

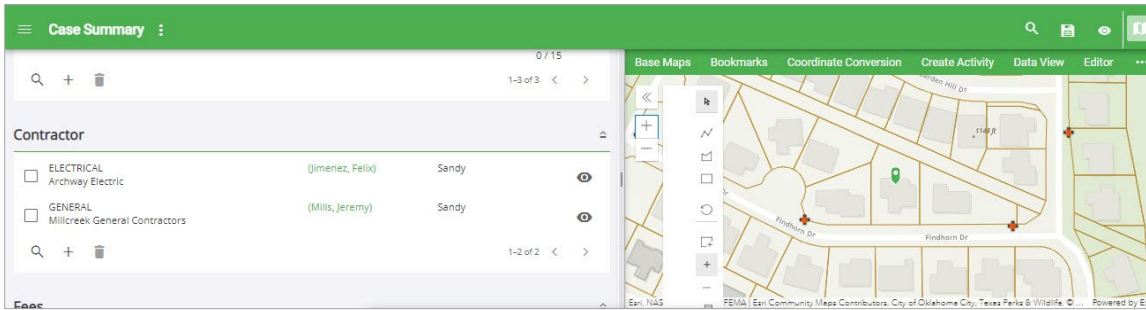
Conditions work outside of the workflow. While the workflow is typically used to track the tasks and workload of an organization's employees, conditions are often used to track extra tasks the applicant must complete to satisfy specific concerns, requirements, etc. Conditions can restrict case status changes to control phases of a project. For example, conditions A and B must be completed prior to issuing a permit, and conditions C and D must be completed prior to closing a permit.



Respond—Condition panel

Contractor

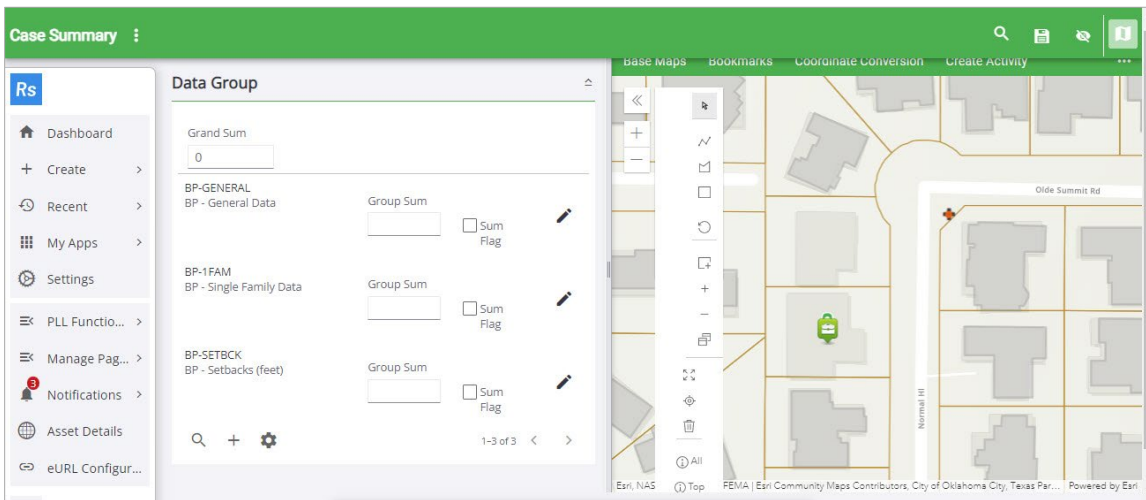
Cityworks stores and maintains information about contractors who do business with your organization. Contractor registrations or licenses can be tracked using a variety of data and contractor accounts.



Respond—Contractor panel

Data Groups

Data Groups are custom fields used to collect information about the permit or case. Case data is specific information provided by the builder, owner, etc., about a case that can be used to calculate fees. These data fields are also accessible as readily editable fields on the case’s Case Data page.

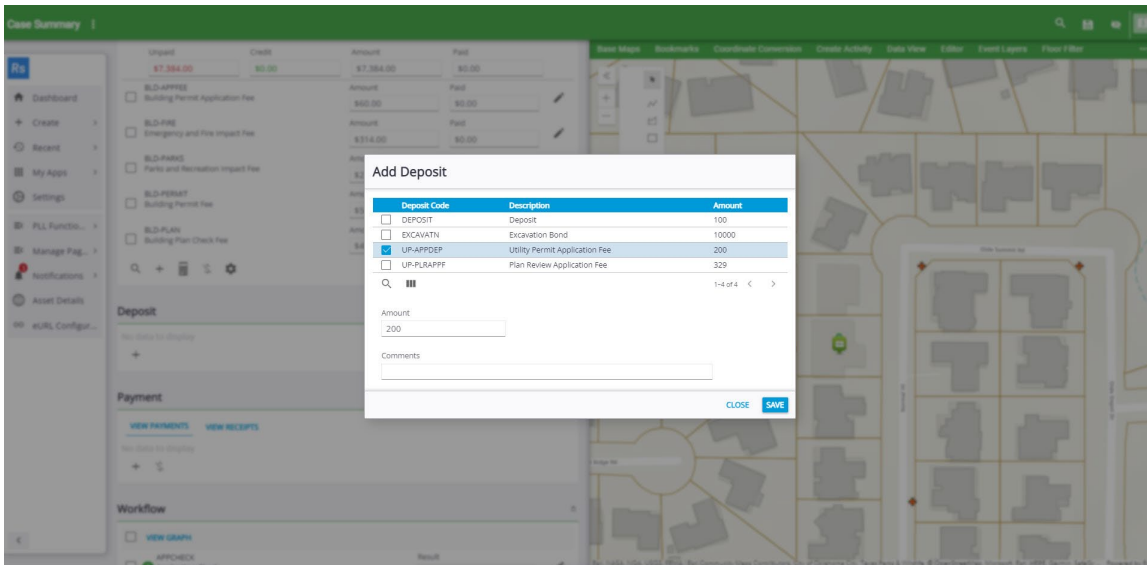


Respond—Data group panel

Deposit

A deposit is a partial payment of the total amount owed. Applicants may be required to make a deposit, and those deposits can be tracked as part of the permit or case. Deposits can then be applied to any fees related to the permit or case.

Deposits can be viewed and entered using the Payment Manager or from the Deposit panel of a case. Functions are available to add, edit, view, and refund deposits. Deposits can be calculated to a percentage of the total fees associated to the case.



Respond—Add Deposit

Fees

Fees can be collected as part of the case or permit. Users can edit or waive existing fees or add new fees. The fee engine can be used to calculate even the most complex fee structures, including custom-built fees. Out of the box, Cityworks includes the following fee types:

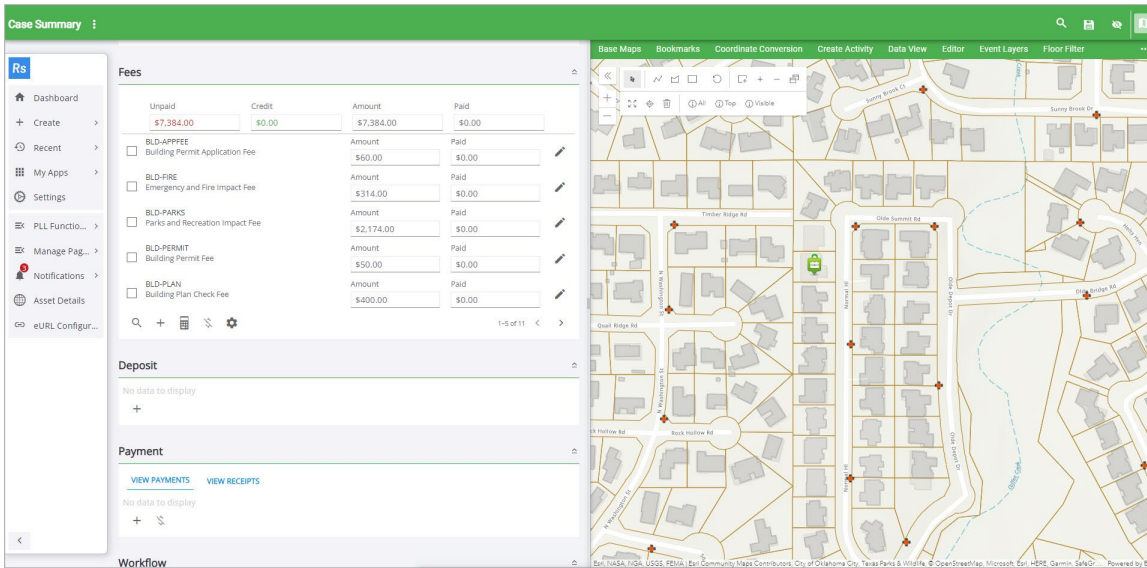
- Flat fees
- Incremental fees
- Variable fees
- Linear fees
- Percentage fees
- Minimum fees
- Custom fees

Case functionality can be automated based on fee activity, including the following:

- Fees can be automatically added to a case based on a task result.
- Fees can also be automatically removed from a case when it reaches a specific status.
- Cases can automatically progress to the next status once all the fees are paid.

Each fee is assigned a type and then calculated as defined by the user and assigned to a template by default. Information in case data fields can be linked to a fee for use in the calculation. Fees may include account numbers and can be overwritten by those with proper permission, be waived, or be assigned an effective date for the fee schedule. Multiple fees can be waived from the Case Summary page, if desired.

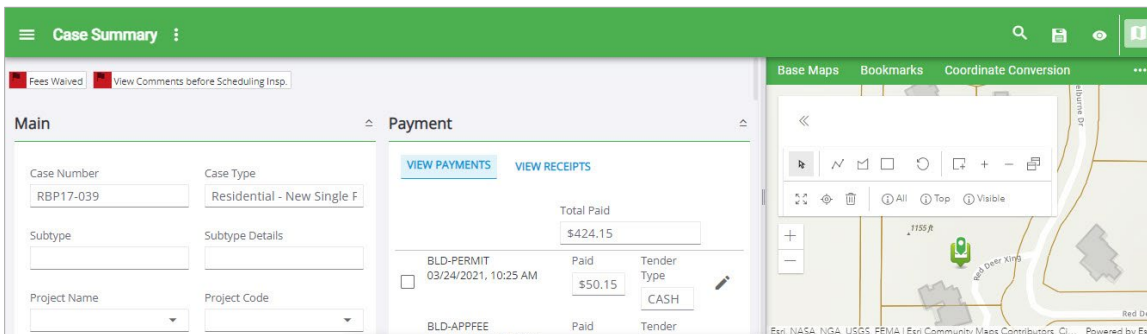
Fees may be linked to a violation whereby the fee is automatically associated and added to the fee structure for the case when the violation is issued. If the violation is deleted, the fee will be removed if no payment has been made.



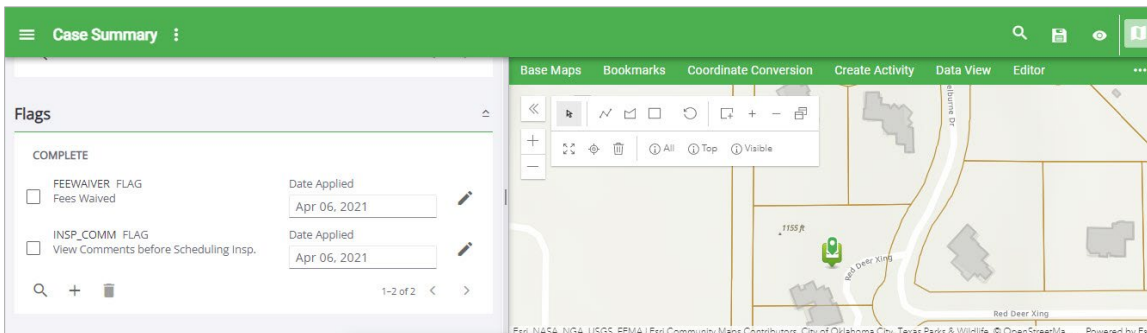
Respond—Fees panel

Flags

Flags act as messages that appear across the top of a permit as soon as it opens. They can also restrict the progress of a permit until the flag is completed. This means no one can schedule inspections, update tasks, take payments, etc., until the flag requirements have been completed.



Respond—Flags display (top)



Respond—Flags panel

Instruments

Financial instruments used for development and construction projects can be tracked as part of a case. This can include bonds, letters of credit, etc. The release of moneys based on work completed or a fixed value for a project can be tracked and deducted from the total financial amount.

The screenshot shows a software interface with a 'Case Summary' page in the background and an 'Add Instrument' modal form in the foreground. The 'Add Instrument' form contains the following fields:

- Instrument Type ***Required** (dropdown menu)
- Serial Number (text field, 0/20)
- Issue Date (calendar icon, ***Required**)
- Amount ***Required** (text field, 2103)
- Effective Date (calendar icon, ***Required**)
- Date Expired ***Required** (calendar icon, Jul 15, 2022)
- People (dropdown menu)
- Company (text field, 0/80)
- Name (text field, 0/60)
- Address (text field, 0/60)
- Address 2 (text field, 0/60)
- City (text field, 0/60)
- State (text field)
- Zip (text field, 0/15)
- Country (text field, 0/3)
- Phone (text field)
- Email (text field)

The background 'Case Summary' page includes fields for 'Accepted By', 'Date Accepted', 'Priority', 'Expiration Date', 'Status', 'Status Code', 'Reports', 'Location', 'Facility', 'Level of', and a 'Comments' section with an 'ADD COMMENT' button.

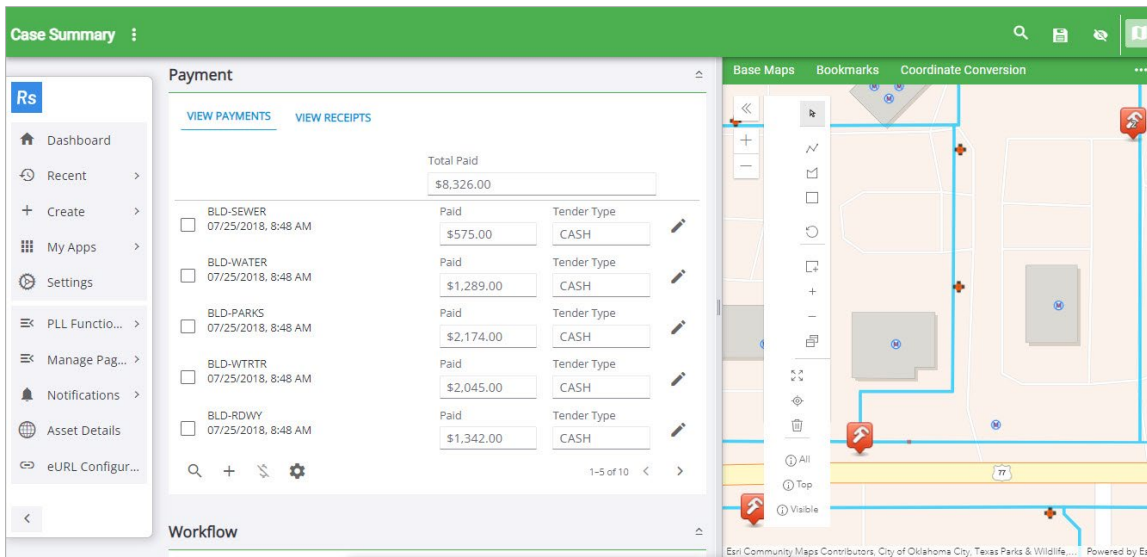
Respond—Instrument entry

Notes

Notes can be added to each permit. A predefined list of notes is provided for easy reference and data entry, or users may create custom notes as well.

Payment

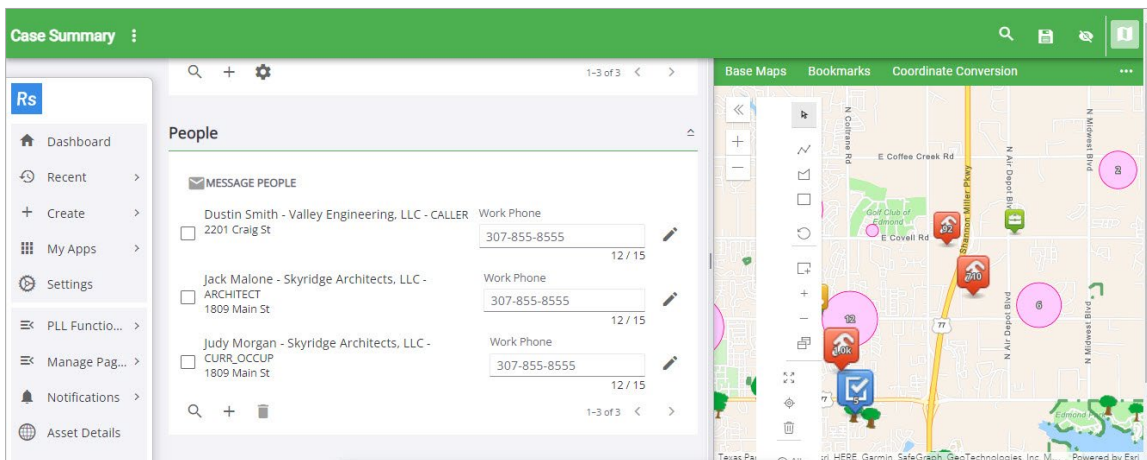
Cityworks has a built-in cashiering tool designed to manage financial transactions and does not store the personal information (such as credit card or account numbers) of individuals paying fees. Cityworks records that a payment has been made. Running credit cards, charging accounts, etc., is handled outside the system. Functions are available to view receipts, view payments, view refunds, view payer information, edit a deposit, void a payment, refund a payment, add a new payment, print receipt, and search payments.



Respond—Payment panel

People

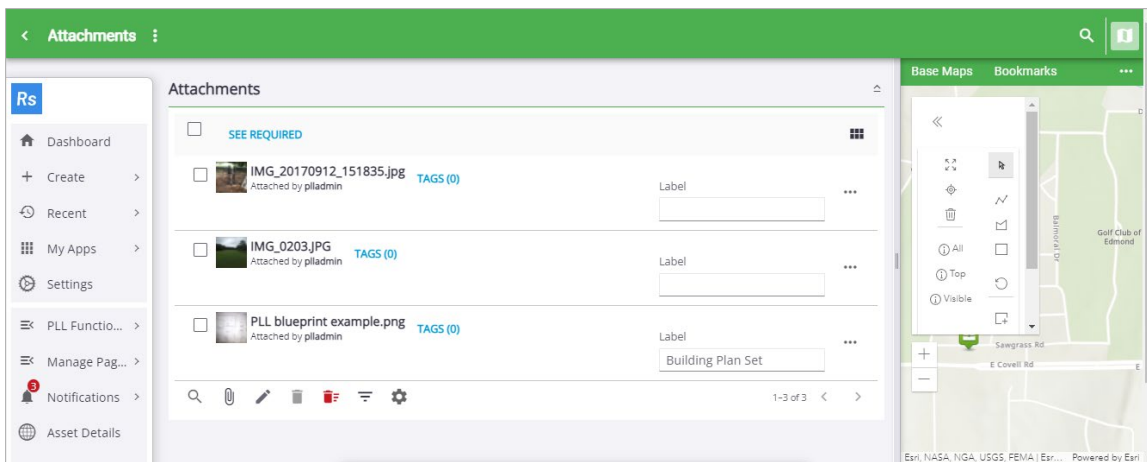
People associated with each permit or case are categorized by user-defined roles. These roles can include applicant, contact, business owner, engineer, contractor, etc. Information can be copied to other people roles, as needed.



Respond—People panel

Related Documents (attachments)

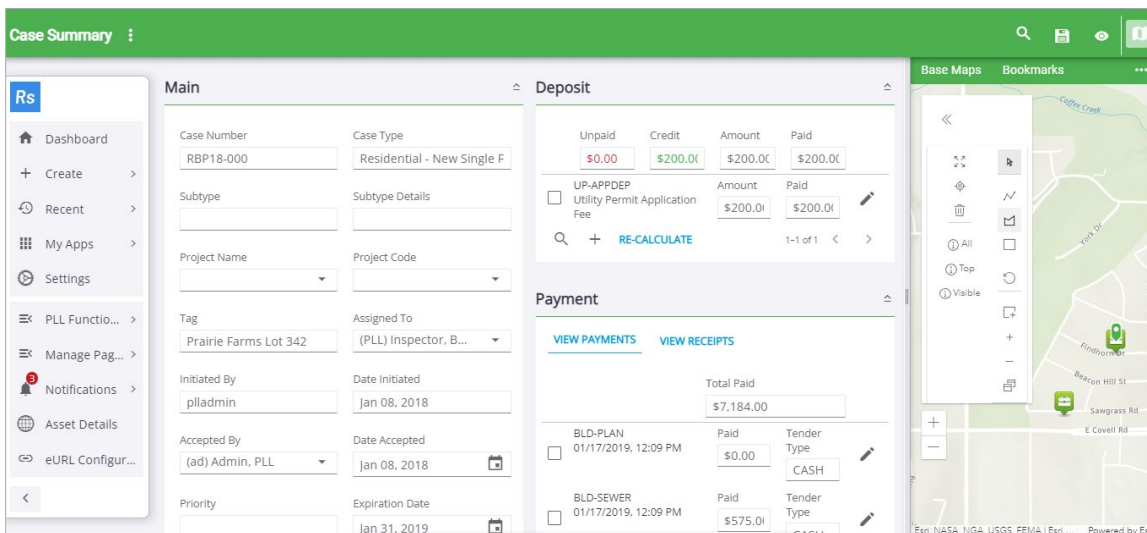
Any file types can be attached to a case. They are stored in the database or other network location. In addition, attachments can be added to workflow tasks as signatures or other documents. Attachments can be defined with tags, titles, and descriptions which enable effective filters and searches. Required attachment types are listed in a popup and can be added as labels to attachments.



Respond—Attachment examples

Case Summary

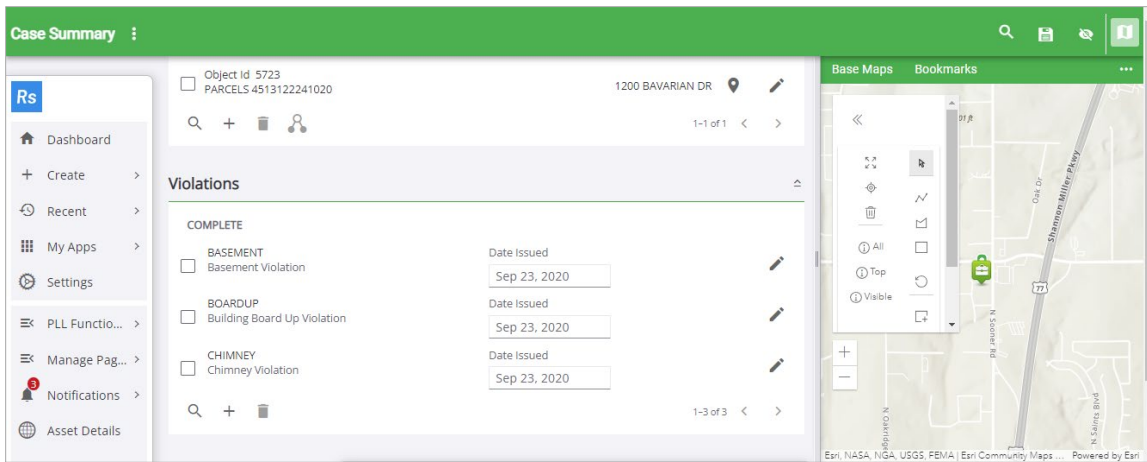
The Case Summary (or Summary) displays all the information related to a case and contains the tools necessary to complete the case.



Respond—Case summary

Violations

Cityworks tracks violation types and municipal code excerpts for each violation. The Violations panel identifies the fee, legal description of the violation, details of how the violation can be resolved, the issuing employee, and the date. *A fee may be linked to violations and automatically associated to a fee for the case.* If the violation is deleted, the fee will be removed if no payment has been made.



Respond—Violations panel

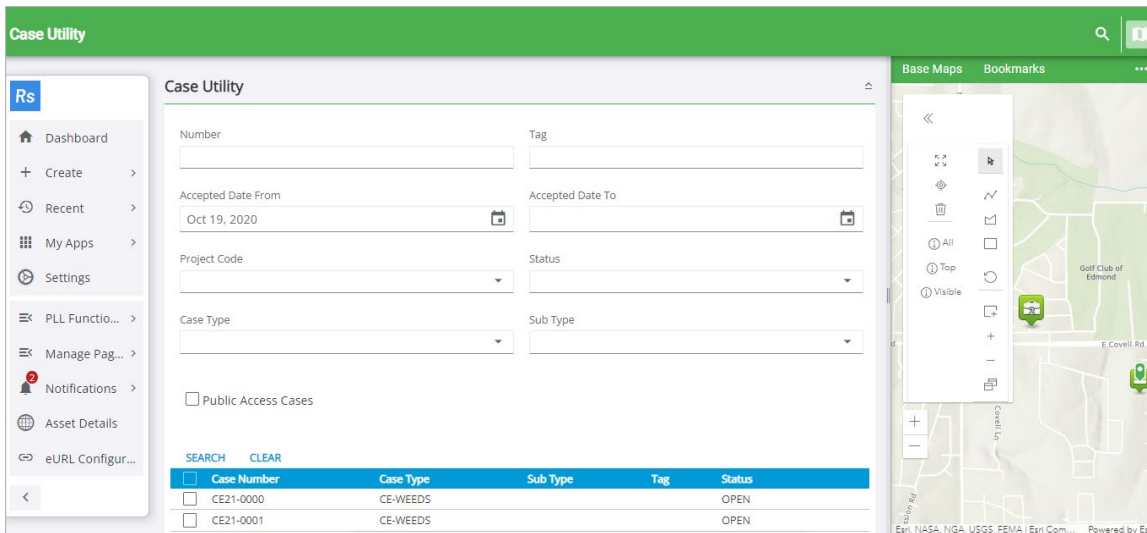
Specialized Tools for Accessing and Editing Data

Users can access and edit data through the Case Summary and related forms. Additional specialized tools and methods are provided for searching, accessing, and editing case, task, and payment information. These include use of the following functional tools:

- Case Utility—search and edit information for a PLL case or a group of cases.
- Escrow Payment—allows contractors to deposit money into their organization's escrow account. Money in this account may then be applied to certain fees across a contractor's active PLL cases.
- Payment Utility—access unpaid fees, deposits, payment receipts, and pay fees or deposits.
- Payment Manager—search and reconcile payments.
- Payment Reconciliation—reconcile payments made towards cases in Public Access with the ability to search for a case or a group of cases having an associated payment.
- Task Manager—search, edit task, and access case.
- Task Utility—search and edit tasks with options to delete or re-open a task, delete the associated time accounting, or delete notes for those tasks.
- License Management—allows user with appropriate permissions to manage licenses.

Case Utility

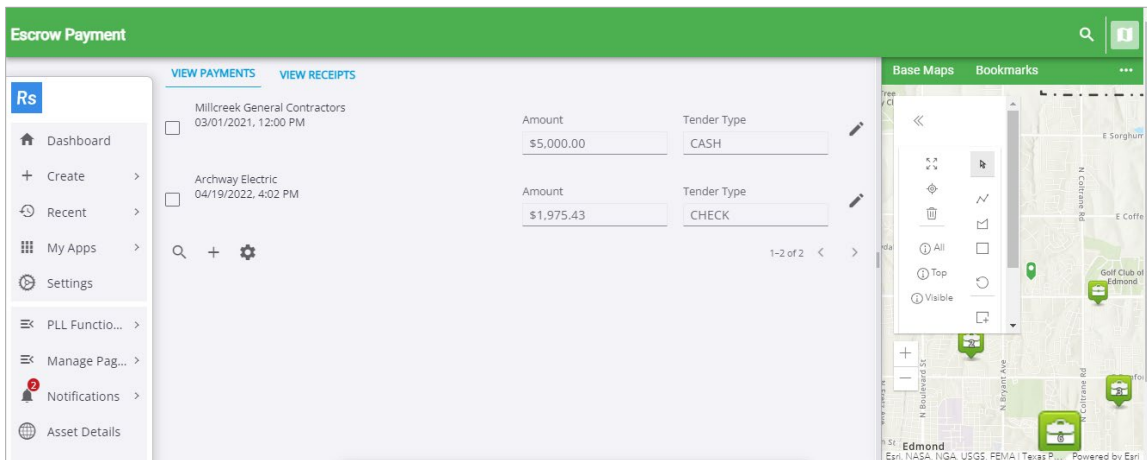
Case Utility provides an alternative method to access and edit case data listed in the workflow. Searches can be performed to find an existing case or a group of cases to update. Access to this tool can be provided by adding a custom URL to your site menu in Designer.



Respond—Case Utility search

Escrow Payment

This tool allows contractors to deposit money into their organization's escrow account. Money in this account may then be applied to certain fees across a contractor's active PLL cases. Tools are available to view receipts, view payments, and to make a payment.



Respond—Escrow payment

Payment Utility

Payment Utility is an alternative method to access unpaid fees, deposits, or payment receipts found on a case. Searches can be used to find a case or a group of cases by searching for unpaid fees, deposits, or payment receipts. Payments can be recorded using standard tender types or by applying deposit fees.

Payment Utility

Number: Tag:

Type: Type Description:

Sub Type: Sub Type Description:

Project Code: Project Description:

Status: Accepted Date: From: To:

Public Access Cases: ☐

Search

Select a Case to display the associated Payments

Type	Sub Type	Tag	Number	Status
PZ-CONCEPT		Four Peaks Commercial Complex	PZ18-0005	IN_REVIEW
BPR-PLUM		Flintstone's Plumbing upgrade	RBP18-006	IN_REVIEW
BPR-ELEC			RBP18-013	IN_REVIEW
BPR-DECK		Deck Permit	RBP20-013	IN_REVIEW
BPR-DECK			RBP20-015	IN_REVIEW
BPR-NEW1			RBP22-006	IN_REVIEW
CE-VEHCL			CE22-0013	IN_REVIEW

Size: 10 Go Found: 7 Displaying 1 to 7

Office—Payment Utility search

Payment Manager

Payment Manager is used to access unpaid fees, deposits, or payment receipts found on a case. This search panel can be used to find an existing case or a group of cases by searching for unpaid fees, deposits, or identifying payment receipts.

Payment Manager

Number: Tag:

Type: Type Description:

Sub Type: Sub Type Description:

Project Code: Project Description:

Type: Business Name:

Status: Fees Due: ☒ Start Date: End:

Search

☒ Fees Payment ☐ Deposit Payment

Number	Type	Sub Type	Tag	Status
CBP18-007	BPC-NEW		Jenson Lumber Yard	IN_REVIEW

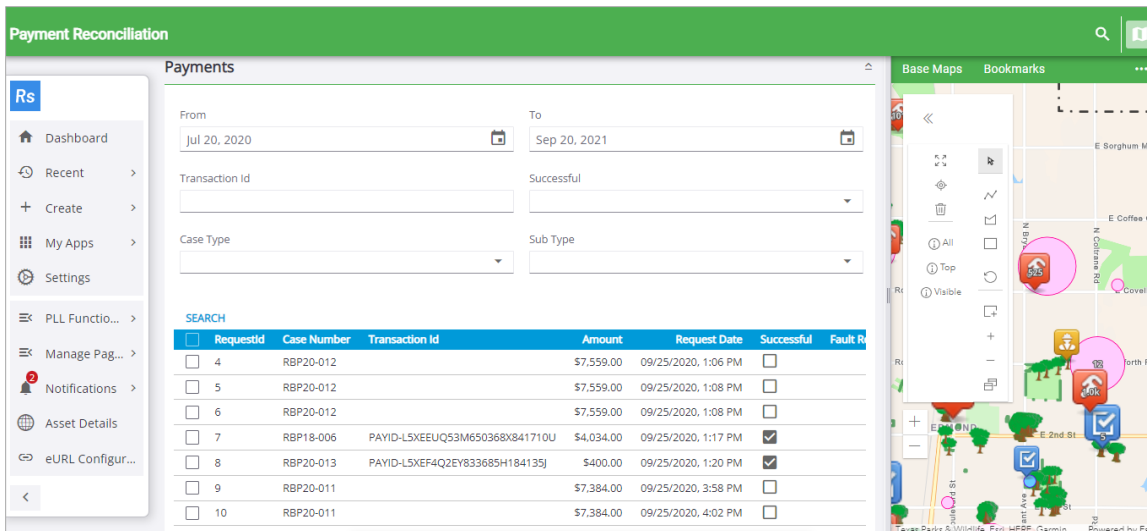
Fees

Fee Code	Fee Description	Amount	Paid	Amount Due
☒ BLD-APPFEE	Building Permit Application Fee	60.00	0.00	60.00
☒ BLD-FIRE	Emergency and Fire Impact Fee	314.00	0.00	314.00
☒ BLD-PARKS	Parks and Recreation Impact Fee	2,174.00	0.00	2,174.00
☒ BLD-PERMIT	Building Permit Fee	950.00	0.00	950.00
☒ BLD-PLAN	Building Plan Check Fee	400.00	0.00	400.00
☒ BLD-RDWY	Roadway Impact Fee	1,342.00	0.00	1,342.00
☒ BLD-SEWER	Sewer Impact Fee	575.00	0.00	575.00

Office—Payment Manager search and results

Payment Reconciliation

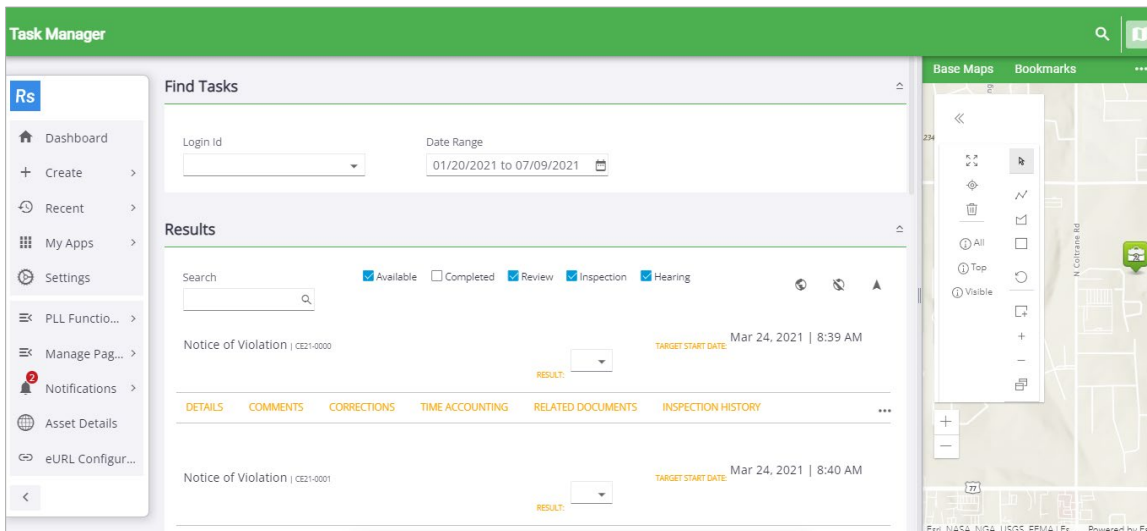
When customers have made payments towards a case within Public Access, you can use the Payment Reconciliation to search and reconcile those payments. Comments can be added to any reconciled payment.



Respond—Payment Reconciliation

Task Manager

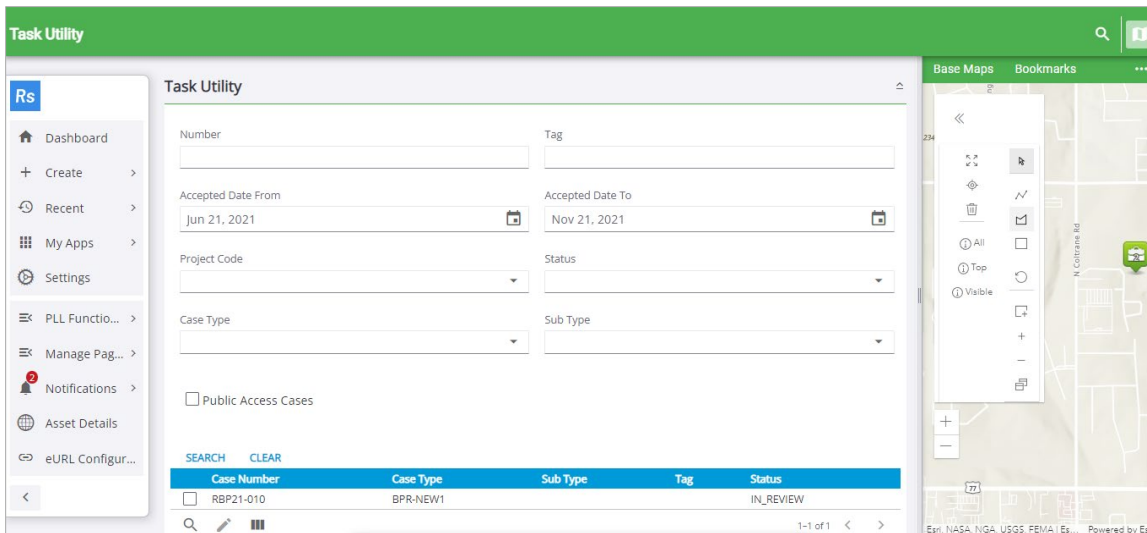
Task Manager provides an alternative method to accessing and updating tasks listed in the workflow. Cases or groups of cases can be searched by date range, available/complete options, and task type (inspection, review, and hearing). The resultant tasks can be updated with corrections, comments, and time accounting. The case document can also be opened using this function, taking you to the case summary.



Respond—Task Manager

Task Utility

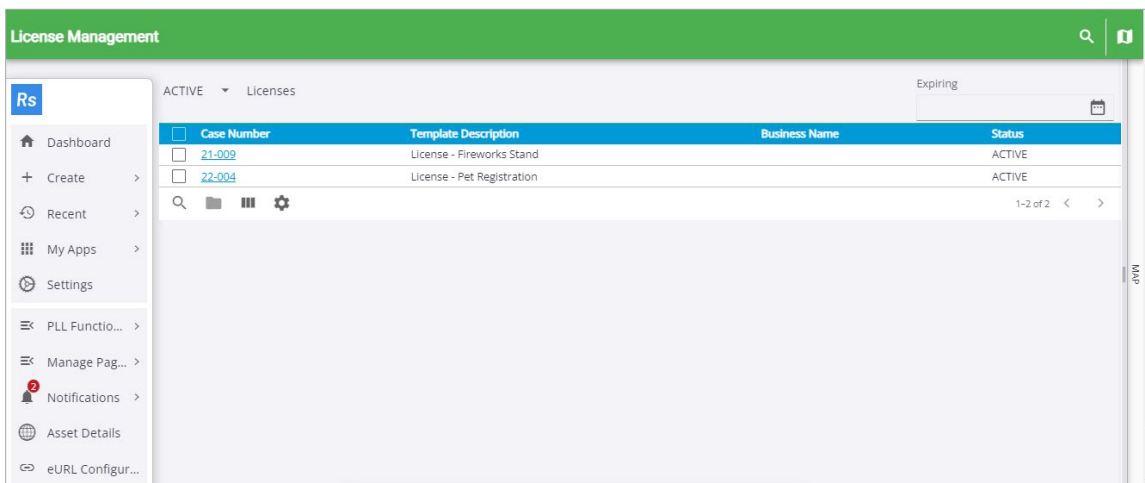
Task Utility is an alternative method to access and edit information listed in the workflow. Cases or groups of cases can be searched by a variety of fields. Options are available to delete or re-open a task, delete the associated time accounting, or delete notes for those tasks.



Respond—Task Utility search and results

License Management

This toolset enables users with tools to perform license management including renew, expire, filter, send notifications, and add fees.



Respond—License Management

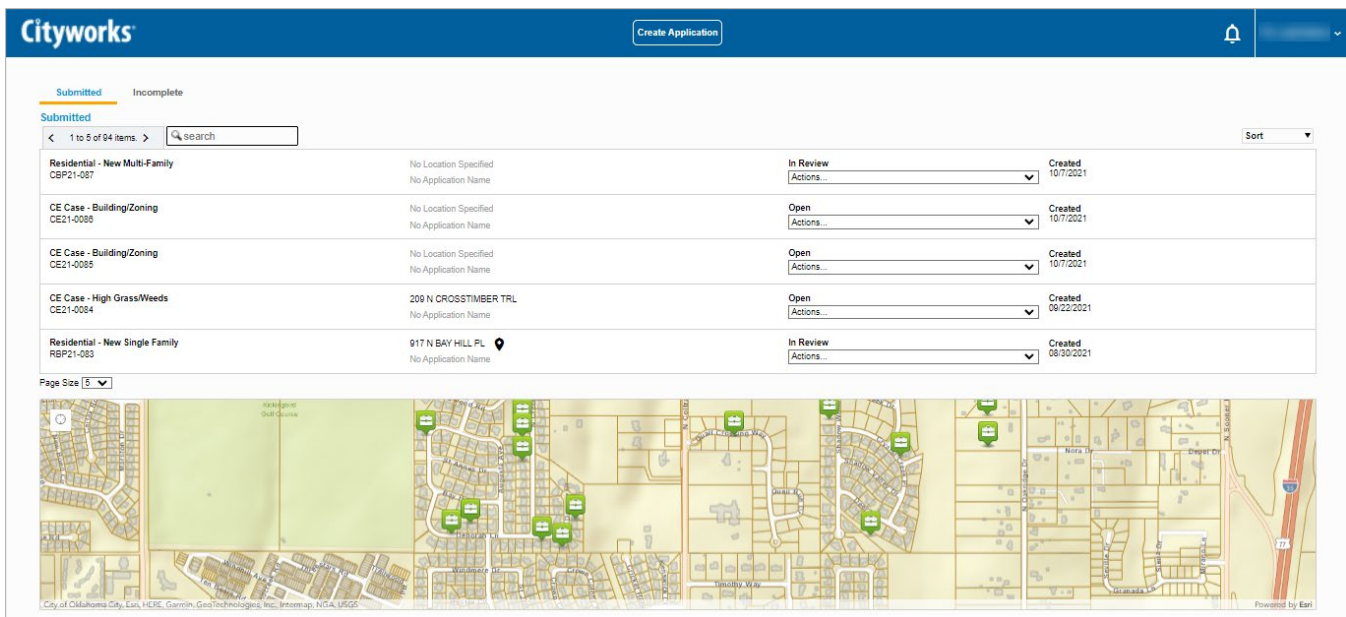
System of Engagement – Field Use

Cityworks is a system of engagement which encourages usage from outside the office environment, sharing authoritative data with employees, customers, and others. Developed as an open platform using apps and cloud technology, users can access maps, view pertinent data, and create and update records from their mobile devices. Each has an interface different from the others and are configured for the relative user, purpose, and device.

Cityworks Respond, Public Access, mobile apps for iOS and Android, Tablet, and other apps streamlines the community development, planning, and regulation processes of local governments by automatically notifying users, departments, and divisions when their task in the workflow becomes available.

Cityworks has several applications designed for PLL users in the field:

- **Respond**—enables use of Cityworks from a remote location such as on a tablet at a job site. Respond requires a constant network connection, and is designed to maintain continuous, real-time updates from a remote location. Respond includes the following major functions:
 - Dashboard configured with sets of data such as search queries, map displays, and widgets.
 - Create, query, view, and edit service requests, work orders, inspections, cases, and GIS assets.
 - Resizable map with tools including locate, legend, base maps, measure, bookmark, create activities, print, redline, selection, navigation, routing, event layers, and webmaps.
 - Captures digital signatures on AMS inspections and PLL tasks.
- **Public Access**—is the citizen portal to Cityworks PLL which enables citizens and contractors to apply for and track the progress of permits and licenses, request inspections, and pay fees.

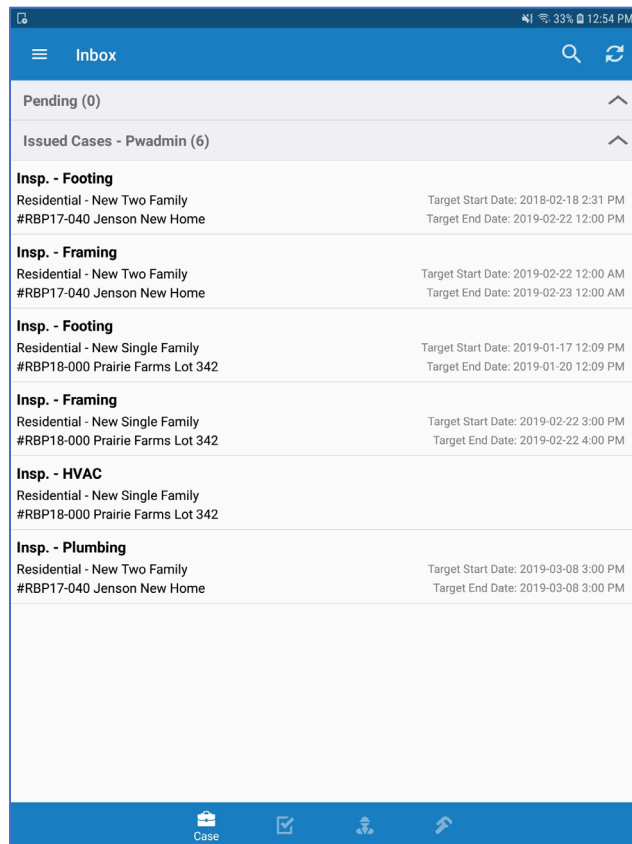
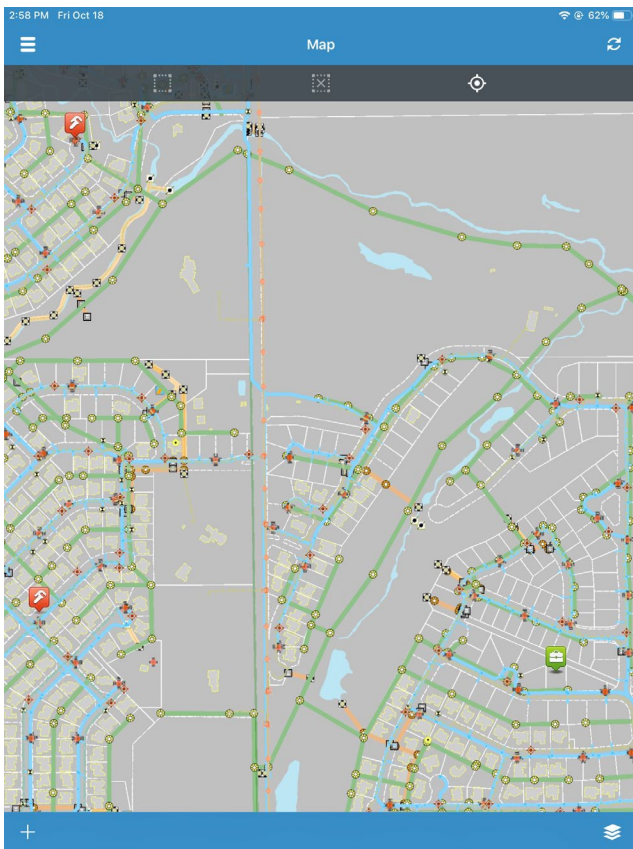


Public Access—Home page example

Users may perform the following actions in Public Access:

- Access their account information
- View submitted applications
- Finish incomplete applications
- Begin a new application
- Schedule inspections, including the ability to add comments to the request
- Check inspection status
- Cancel an inspection
- Pay permit fees

- Interact with the message board
 - Interact with the map
 - View checklist items
 - Edit the case name
- **Mobile apps for iOS and Android**—enables users to create and edit service requests, work orders, and inspections and edit PLL tasks from their iOS or Android devices. These apps enable Cityworks to be used in an offline environment.



Mobile apps for iOS (left), and Android (right)

Mobile apps enable users to do the following:

- Create work orders, service requests, and inspections, and edit work orders, service requests, inspections, and PLL tasks from iOS or Android devices.
- Update records to the main database through a syncing process.
- Add comments or mark records as completed.
- View asset attributes and display assigned work orders, service requests, inspections, and PLL tasks on the map. Alternatively, the map can display activities using saved searches configured to the user.
- Open work orders or cases in Office, Tablet, or Respond if those applications are also being used.
- Open work activities in ArcGIS Collector which requires Portal for ArcGIS or ArcGIS Online and a web map.
- Open work activities in ArcGIS Navigator which creates navigational routes.

- Open work activities in ArcGIS Field Maps which lets you see the location of the work activity and lets you create or update GIS data in Field Maps at that location or use ArcGIS Tracker.
- Enter addresses for work activities which can be used to open those activities in Google Maps. Collector allows users to create and edit GIS features.
- Configure iOS users for Mobile Device Management (MDM).
- **Tablet**—enables full case management from a mobile setting, such as on a laptop or tablet at a job site. Requires a constant network connection.

Searches and Reporting

Cityworks includes extensive search capabilities which are used to look up histories, records, and other information. Cityworks allows users to search by field or by multiple fields. Nearly every field in the database is linked to the search tool.

Cityworks includes the following search functions:

- Quick search—Search on the typed ID string and/or wildcard.
- Basic search—Searches for work order, service request, inspection, or permits using basic information. Permit searches use criteria such as name, type, type description, subtype, subtype description, number, and location.
- Recent—Lists the ten most recently viewed records.
- Advanced—Searches permits, inspections, service requests, and work orders through use of a query builder. Permit search criteria can include case type, location, ID, applicant, violations, contractors, and more. Queries can be saved, shared, and used in your dashboards.
- Ad-hoc search functions.

Cityworks search functionality includes the following:

- Search on multiple fields associated to general, GIS, tasks, payments, violations, people, conditions, contractors, GIS, and more.
- Choose the fields which are visible in the search results.
- Display the fields associated to tasks, payments, violations, people, condition, contractor, and map layers.
- Choose a sort field and option for descending order.
- Save searches for domain, group, or personal use.
- Group and regroup the search results.
- Display the search results in a map view.
- Print the search results.
- Open a record or multiple records returned in a search.
- Export data.

Basic Search

PERMITS WORK ORDERS SERVICE REQUESTS INSPECTIONS

Case Name

Case Type
 BPC-NEW: Commercial - New Constr...

Subtype

Number

Type Description

Subtype Description

Location

Case Number	Case Name	Case Type	Case Type Desc	Sub Type	Sub Desc
☐ CBP18-007	Jenson Lumber Yard	BPC-NEW	Commercial - New Construction		
☐ CBP18-009	Heritage Warehouse	BPC-NEW	Commercial - New Construction		

CLOSE

Respond—Basic search entry

Query Editor

Query Name
 PLL - Open Building Inspections

Show Query

Query Builder

Cityworks GIS Feature GIS Object

Query Type
 Case Task

Case Task

Is Task Complete
 False

Task Type
 INSPECTION

Case Type
 BP

Is Task Available
 True

Assigned To User Id
 >0

SAVE QUERY SAVE AS... SHARE QUERY DELETE QUERY

RESPONSE FIELDS

Show Response Field Selection

Ca Object Id	Ca Task Id
☐ 1	11
☐ 1	12
☐ 2	24
☐ 2	25
☐ 2	36
☐ 2	37
☐ 3	55
☐ 3	56
☐ 11	141
☐ 11	143
☐ 2	306
☐ 4	307
☐ 4	308
☐ 4	309
☐ 4	310
☐ 3	330
☐ 13	333
☐ 32	342
☐ 32	343
☐ 32	344
☐ 32	346
☐ 32	388
☐ 32	389
☐ 38	401
☐ 60	535
☐ 61	551
☐ 5	706
☐ 85	778

OPEN TASK(S) SHOW TASK(S) ON MAP 1-28 of 28

Respond—Advanced search query editor

These search functions enable users to search by record number, basic record information, or through a query. Queries can be saved and modified and can be displayed in the dashboard. Multiple dashboards can be configured containing queries, map displays, and other widgets. Advanced searches using a query builder can be performed using dates, times, numeric ranges, and other response field values.

Frequently used searches may be saved to a user's profile and added to a user's dashboard or added to the map as an event layer. Cityworks also lets users search the GIS directly, allowing them to find and view permits attached to specific assets.

Cityworks is also integrated with Crystal Reports for detailed reporting. Reports are uploaded to the system for immediate access. Reports can be defined for each template to facilitate printing documents associated with each permit or case.

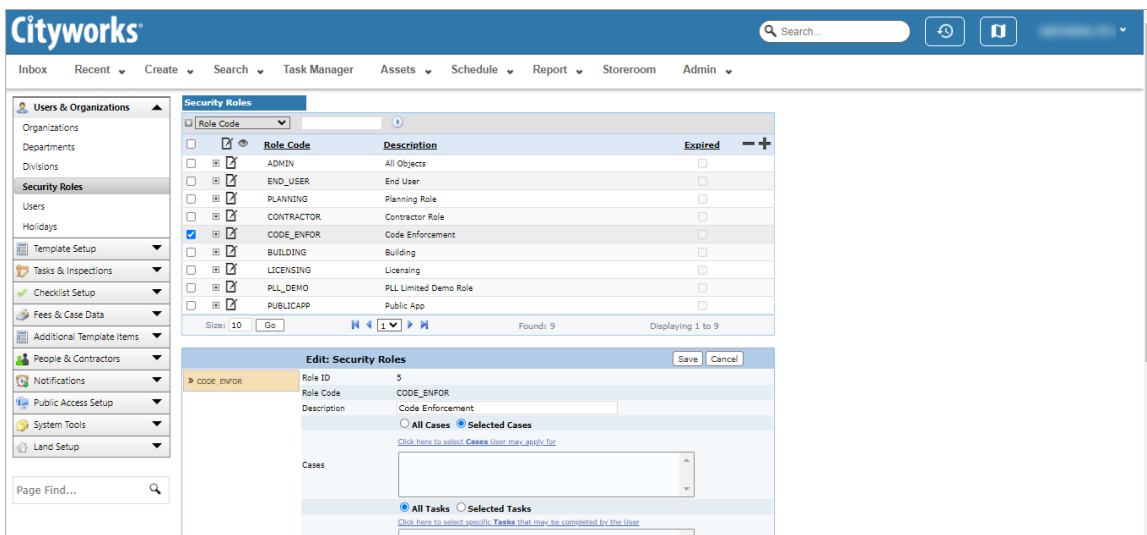
The Cityworks eURL add-on enables sharing of maps created through GIS saved searches, inspection, request, work order, PLL case searches, and calculations from Operational Insights. This application generates a URL that can be shared as a

link to an interactive map that displays real-time data or as a service URL that can be added to another map outside of Cityworks.

If configured with Cityworks Web Map Manager, users can add eURL saved searches to ArcGIS Online. This requires the eURL add-on and Cityworks Single Sign-on as well as Esri's Portal for ArcGIS.

Administration

PLL Admin (Office) and the Admin app are interfaces which provides the controls, settings, and security whereby PLL is configured, organized, and managed. Administrators can create dynamic case templates, configure fees, track case-related contractor and user information, and more.



Office for PLL—PLL Admin users and organizations security roles example

PLL administrative functions include:

- **Users and Organizations**—Create new or update information for existing organizations, departments, and divisions. Create profiles for those that create case types and templates. This includes management of group security settings for PLL functions.
The system controls users' access to various functions via security roles. Security can define administrator privileges on the security roles, limit those who can create specific permit types, and control who can update certain tasks. Users can also be designated as inspectors.
- **Template Setup**—Create new and edit existing case templates, which include basic information, default settings, available controls, required items, codes, expiration types, numbering groups, categories, and map logic. By creating templates, you save the user from having to find and add these items to each new permit or license case individually.
- **Tasks and Inspections**—Create new or edit existing task types, task results, task sets, task setup, task codes, task map layers, workflow setup, discipline/trade personnel, inspector setup, inspection time block, inspector days off, and define time accounting codes and hearing types.
- **Checklist Setup**—Create checklists including status codes, status groups, line items, and overall checklist setup, with the ability to edit, expire, or delete checklists.

- Fees and Case Data—Create and organize case data specific to builders, owners, and others related to specific data groups, which can be used to calculate fees. New fees can be created, modified, expired, or deleted. A variety of fee types are supported, including flat, incremental, variable, linear, minimum, percentage, late renewal, escrow, and custom. Deposits can be configured, allowing clients to make advance payments on a case while giving them flexibility to apply the deposit to various other fees. Sub-licenses can be created, approved, tracked, and expired. Each sub-license will have an associated fee. Tender types defining payment options can be created, edited, expired, or deleted. Case templates define the escrow types to which the escrow fees can be applied.
- Additional Template Items—Define and edit violation codes, instrument types, limiting conditions, flags, flag severity codes, predefined comments, projects, and business license types and categories.
- People and Contractors—Organize and track people and contractors used in maintenance, contracting, land development, and more. Users can define people, people roles, contractors, and contractor types. This allows PLL users to quickly fill in people and contractor information associated to a case. Through the Contractors template, funds can be added to an escrow account which can then be applied across cases.
- Notifications—Configuration of automatic email, RTF, SMS, or Crystal Reports notifications to people or contractors triggered by an event in the process workflow (status changes, task assignment, task availability, task completion, and others).
- Public Access Setup—Configuration of the Public Access website, which includes external users, home page, message boards, incomplete applications, and approved logins.
- System Tools—Configures audit trace, system tables and fields, import to a table, system reports, feature console, case panel headings, user data favorites, expire cases by date or field value, license renewal or expiration, general and public access preferences, and document labels.
- Land Setup—Land information is not kept in the GIS but is vitally important to the operation of the GIS and Cityworks. Land Setup contains editing tools to configure the following land information data: construction types, geographic areas, landform sequence controls, land object types, occupancy, country setup, state setup, street master, structural class, subdivision, uses, zip codes, and zones.

Security

We continually strive to implement and leverage the latest security measures on multiple fronts including staying current with the safest and latest runtime frameworks, TLS protocols, database versions, etc. Our development efforts ensure database programmability and development practices follow and implement secure practices. We continually review, test, scan, etc. to alleviate external threats. Plus, we have a high priority in following top Open Web Application Security Project (OWASP) recommendations.

Cityworks software adheres to the Trimble Secure Development Lifecycle (TSDLC) policy to ensure Trimble employees and contractors build and operate secure applications, delivery platforms and SaaS products, which meet industry standard security control criteria and dynamic privacy requirements.

Cityworks security features include the following:

- Several levels of increasingly fine-grained security.
 - Application login
 - Enforcement of strong passwords and latest encryption technologies
 - Limited login attempts with progressive delayed lockouts
 - Filtering by domain, group, and user security

- UI security at the presentation level via site, page, and UI business logic
- Other security controls exist, which include the ability to create, edit, and close work activities.
- Rule models are defined for access to labor rates or costing, reporting, and system administration.
- External threats such as SQL injection, code injection, and web service security are handled through a variety of provisions such as database transactions which occur through stored procedures, prevention of XSS scripting, and security certificate utilization.
- Audit files track data changes made to key fields on service requests, work orders, inspections, and other records. The ID, field name, old value, new value, date/time, and login are recorded. Only administrative personnel can view the audit file.

Cityworks PLL with AMS

Cityworks AMS provides powerful tools for asset management, customer care, work management, and data analysis, while Cityworks PLL provides tools for tracking permits, licenses, planning applications, business and regulatory processes, engineering approvals, and code enforcement cases from beginning to end. Cityworks PLL uses the same database and user interface as Cityworks AMS, allowing security roles to be set up across both systems. Cityworks PLL and AMS are fully integrated, allowing GIS asset data, service requests, work orders, and inspections to be viewed in the same environment as GIS parcel data, permits, and licenses.

AMS and PLL each have functions designed to access the other's functionality if both applications are licensed and configured to the user. From a PLL case, users can create linked activities including related work orders and related service requests. PLL tasks can also be used to trigger AMS work orders. From an AMS work order, users can easily create and access permits.

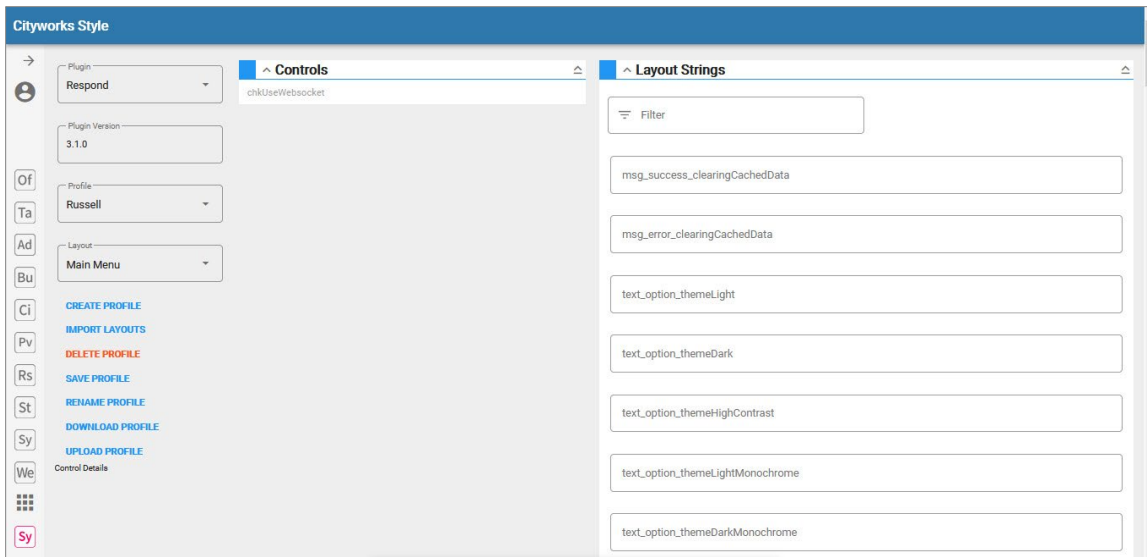
Customization

Cityworks allows users to incorporate individualized reports, queries, map displays, and other web parts into their dashboards or inboxes. This allows users to include peripherally related data and information that are not core components of Cityworks but may be directly related to a user's needs.

The Cityworks User Interface (UI) can be customized utilizing changes to XML or HTML files, and by incorporating stored procedures. Moreover, customization can be accomplished using Layout Manager UI rendering tools developed to change the UI of Office for AMS and PLL. Users interact with the Layout Manager through specifically formatted XML files. Each time a page loads, Layout Manager reads the files and then interprets them to dynamically create the UI. Documentation and optional training classes are available to help the users understand how to customize the UI.

In addition, the UIs of Cityworks compatible plug-ins that are built outside of the platform can be customized utilizing Style. These include Admin, Map Tools, Operational Insights, OpX, Performance Budgeting, Pavement Management, Respond, Storeroom, Style, and Workload.

Style offers an efficient way to create UI profiles and apply them to specific users. UI changes can include control label descriptions and visibility, collapsed panels, theme colors, imported layouts, and more. Keyword filtering helps navigate through the occurrences of the names of the controls, after which changes can be made. The control names can also be viewed within the application during the customization process.



Style—Respond main menu layout configuration

Furthermore, the Respond side menu can be customized with profiles (display density and theme) that have been defined in Admin. Customizable side menu item types include apps, links, menus, menu separator, recent items, route, and settings as well as fields associated with the item. Additional customizations include the ability to create, edit, share, and remove menus.

Interface with other systems

Cityworks is built using open standards and technology; storing data in an open, published format utilizing standard commercial SQL databases, such as Oracle and Microsoft SQL Server. The open-standards design of Cityworks is the key to developing applications and reports that enhance each individual system and interface with your critical business systems. These interfaces may be created in-house or by a third-party contractor working for your organization.

Cityworks customers are free to use the Cityworks data structures to build interfaces to other databases, such as customer information systems, financial information systems, human resource management systems, fleet management systems, and other related business applications. Several customer sites have even created their own applications to access their data. Our licensing policy does not prohibit this in any way. We believe in and fully support “open systems” and “open standards.”

Cityworks has developed Application Programming Interfaces (APIs) which can enable Cityworks to interact with third-party systems or Cityworks-centric applications, exposing specific functionality as well as data. Configuration of interfaces using APIs is typically performed by an authorized Cityworks implementation partner, who would also manage the integration. However, we offer training classes for both introductory and intermediate API users. Many of our clients have created their own interfaces to support their operations.

API types include the following:

- Named APIs—enable Cityworks to interface with third-party systems. These include Citizen Engagement, Inspection, Metrics, SR, Storeroom, WO API Basic, WO API Extended, PLL Case API Basic, PLL Case API Extended, and PLL Public Access.
- Cityworks-centric APIs—include AMS Edit+ and PLL Edit+. These can be used to interface Cityworks AMS and/or PLL with Cityworks licensed products.

Other integration tools are available, and include the following:

- Webhooks—is an application trigger that automatically extracts data out of Cityworks and passes it along to another app via web service APIs. Compared to Cityworks APIs, Webhooks are limited in the data which can be accessed.
- Activity Updates—pulls GIS information into Cityworks, populating work activity fields based on location or an exact value.
- Action Manager—is used for configuring Activity Updates or webhooks.

The Cityworks data model and structure are documented for internal or neutral third-party consultant use. Cityworks requires the client acknowledge that copyright law protects the Cityworks data structures wherein the data is stored. However, the client is always the owner of data entered or stored in Cityworks or generated by Cityworks.

Access to and utilization of the data in Cityworks is unencumbered for the client's internal usage for the following purposes:

- Data conversion and data migration into or out of Cityworks.
- Internal application development for add-ons to Cityworks or for an application that is complementary to Cityworks, whereas the application is not a reverse engineering of Cityworks.
- The development and maintenance interface from Cityworks to citizen web pages for information and service request systems. The licensee has access to the complete documentation of all Cityworks data structures.

Clients may utilize the services of a third-party vendor to support Cityworks for the above items. However, the third-party vendor cannot be a direct competitor of Cityworks, and the third-party vendor must execute a Non-Disclosure Agreement with Cityworks. We have an extensive network of authorized implementation partners, each having an impressive track record of successful implementations and integrations.

Technical Requirements

Software Specifications

AMS-PLL Client (User) Specifications - 2D maps

Specifications for a PC (Intel®) Client:

1. Recent generation business-class Intel Core® processor 3 GHz or better (max turbo frequency)
2. 4 GB system RAM (or better); 8 GB optimal
3. Windows 10 (32/64-bit)
4. Firefox*
5. Chrome*
6. Edge* (Chromium-based)

*For security purposes, Cityworks recommends keeping client browsers updated to the latest stable release. However, because browsers update frequently and without user prompting, if an issue arises that is determined to be the result of a browser update, we will endeavor to address it as we would any other issue of similar nature.

Supported Esri Enterprise Platforms

1. 10.5*
2. 10.5.1*
3. 10.6
4. 10.6.1
5. 10.7.1
6. 10.8
7. 10.8.1
8. 10.9
9. 10.9.1

*Support ends December 2022

Supported Esri Workgroup Platforms

10. 10.5*
11. 10.5.1*
12. 10.6
13. 10.6.1
14. 10.7.1
15. 10.8
16. 10.8.1
17. 10.9
18. 10.9.1

*Support ends December 2022

Esri Platform Notes

Please see [Esri Product Life Cycle](#) for more information.

Feature Access via a map service requires the GIS data to be stored in an ArcSDE geodatabase or ArcGIS DataStore—a file geodatabase is not sufficient here. For more information about how AMS/PLL provides comprehensive access to the geodatabase, see [10577-INFORMATION: Why SDE with Feature Access Via a Map Service?](#).

Implementation Approach / Scope of Work

Approach to the Scope of Work

Woolpert has extensive experience providing its clients a wide range of PLL information technology and management consulting services. We understand that the organization is making a major change moving from a basic paper and spreadsheet tracking to a system for the future. A massive change like this can have ripples effects on an organization financially, technologically, and perhaps most importantly, through user buy-in. We pride ourselves on crafting scopes that exceed our client's wishes and believe the following elements set our approach apart from other options:

1. **Detail.** We tailor our project Work Breakdown Structures (WBS) for each engagement based on the proposal requirements, partitioning the project into a series of phases, tasks, and sub-tasks that clearly outline how we will meet the project goals and objectives.
2. **Transparency.** Upon request, we can provide a detailed fee breakdown, down to the sub-task, which includes the total number of hours and resource rates. Transparency goes beyond fee; however. Our detailed WBS allows our clients to review, in detail, the rationale behind our approach.
3. **Realistic.** We understand that the Organization team and our team have commitments outside of this engagement. Our WBS accounts for this reality by including realistic durations for all sub-tasks to set client expectations and mitigate project schedule slippage.
4. **Iterative.** Our implementation approach is a mixture of waterfall and agile project management methodologies. For example, the Planning Phase must be completed before the Design phase begins. Within each phase, however, there is an agile approach for deliverable review and acceptance to optimize client engagement that in turn produces a better deliverable.
5. **Change Management.** We understand that change is difficult. Our implementation approach places a strong emphasis on client engagement, with numerous touchpoints – remote workshops, remote review meetings, and ad-hoc meetings – that keep the client engaged starting at day one all the way through closeout. We work with our clients to ensure they are focused on the project line-of-sight, keeping a keen eye on the end goal of our effort.
6. **Continuous Engagement.** We are strong proponents in engaging our clients early and often throughout an engagement. Our approach includes numerous defined engagements – online status meetings, workshops, and review meetings – as well as ad-hoc ones – emails, phone calls, Teams chats, etc.

Knowledge of the technical and functional needs

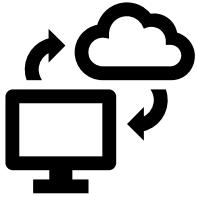
Woolpert has extensive experience implementing Cityworks PLL solutions and integrating with various third-party business systems. Below is a list of common technical and functional decision points that we have consulted our clients on:

Technical

Esri Integration. Geographic Information System (GIS) data plays a critical role in Cityworks PLL processes. Key geospatial data, such as parcels, address points, zoning districts, future land use areas, and inspector zones, are important related content for Cityworks PLL processes. Many legacy and modern permitting software's duplicate, rather than reference, GIS data.



The synchronization process between other Permitting solutions and GIS datasets adds risk since there is the possibility of the datasets not synchronizing properly. Woolpert strongly encourages our clients to consider permitting software that natively integrates with Esri to eliminate this risk. As an Esri Gold Partner, Woolpert has extensive experience leveraging Esri tools to help our clients improve their geospatial data quality and enhance operational efficiency.

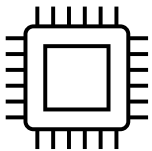


Cloud vs. On-Premises. Many software companies are requiring their clients to migrate to the cloud. While the cloud may work for some clients, it is not a one-size fits all solution. Woolpert has extensive experience evaluating the benefits and drawbacks of the Cloud vs. On-Premises, providing its clients with a comprehensive evaluation that provides an honest, software agnostic, recommendation of what option makes sense based on the Organization's requirements. A couple factors to consider include:

Upgrade Cycle. Cloud-hosted software are typically on a defined upgrade cycle, whereas on-premises are client-driven. Major releases and service packs are applied globally to all environments, with clients being notified at a set lead time (e.g., one month). We work with our clients and the software vendor to ensure regression testing is performed on the core PLL software and integrated third-party software in advance of the upgrade and contingency measures are in place in the event of a software defect.

Total Cost of Ownership. Cloud-hosted software typically have a higher cost versus on-premises; however, there are details that should be considered. We take a holistic approach when evaluating the total cost of ownership, comparing typical explicit (e.g., software and hardware lifecycle costs, IT support FTE costs, disaster recovery, etc.) and implicit (e.g., loss of software support because several versions behind) on-premises costs.

Change Management. Hosting a software in the cloud means that a client will be at the latest software version. As such, clients need to be on top of new functionality and any changes that have a major impact on system administrators and end-users. We work with our clients to establish system governance and change management practices that install a mindset of continuous improvement to ensure they can adapt to such changes, whether cloud-hosted or on-premises.



API Library. Cityworks has a comprehensive library of supported Application Program Interface (API) allowing for integrations to other system. Having extensive supported APIs ensure third-party system integrations are more resilient with the core PLL software upgrades and becomes even more critical with cloud-hosted solutions since this is another layer of complexity that needs to be considered during software upgrade regression testing. While integrations are not currently asked for outside of Esri, the API's can always be added for future integrations.



Third-Party Integrations. Cityworks has development partners that have fully supported integrations the core PLL software and API's. We encourage our clients to consider third-party software over ones that require custom development since they generally have a lower total cost of ownership and are more resilient with core PLL software upgrades. Cityworks PLL has third-party integration partners for common software, such as electronic payment processors, document management, and electronic plan review.

Functional



Public Access Portal. Cityworks software includes a separate, dedicated, website to handle application intake, payment processing, and inspection, and meeting scheduling. We recommend that our clients consider the availability of a public access portal as part of its evaluation criteria.



Electronic Payment Processing. Cityworks has integrations with 3 electronic payment systems. Woolpert recommends that the selected PLL software can seamlessly integrate with an electronic payment processor. We can develop a nightly batch process that reconciles electronic payments with the Organization's financial information system, however this is not part of this RFP scope and pricing.



Online Inspection and Meeting Scheduling. Customers expect to have the ability to schedule inspections and meetings online rather than calling an automated IVR system or the office. Cityworks can automatically schedule inspections based on inspection disciplines (e.g., mechanical, electrical, and plumbing), workload (days and timeframes inspectors are available for inspections), and time blocks (e.g., morning and afternoon). Inspection automation, coupled with email and SMS text messaging, enable customers to quickly receive inspection results, keeping the customer informed and providing the client reassurance that the customer was notified.

Project Clarifications

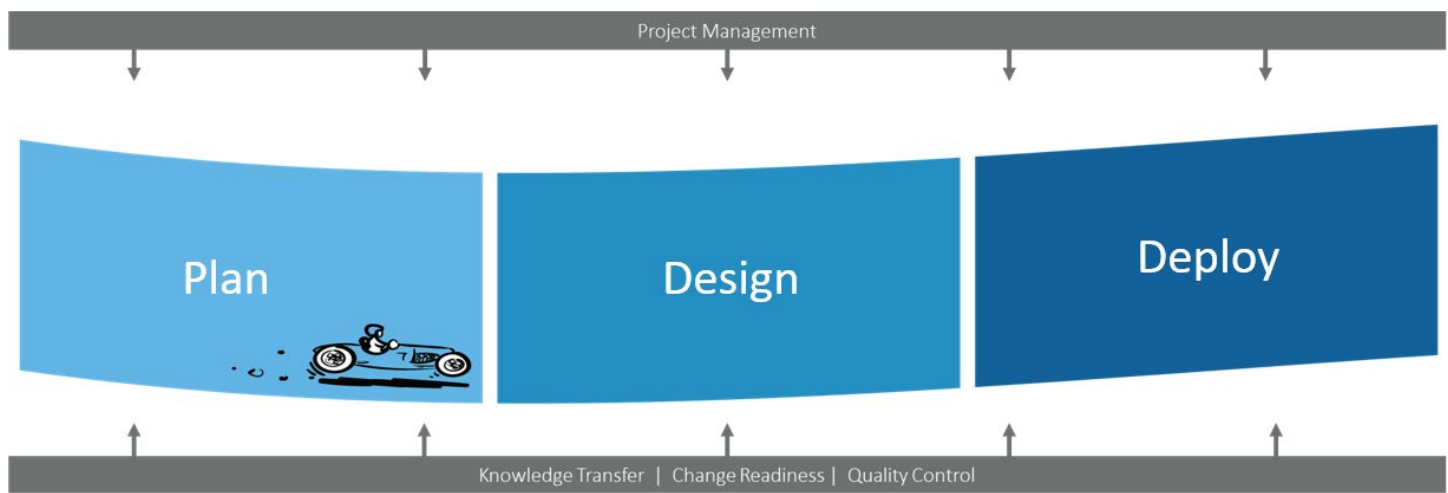
- The Organization will assemble a Core Team that will participate in all key project tasks. The Core Team members are considered power users/business process owners and will serve as key business process subject matter experts throughout the project and post-implementation.
- The Organization will ensure members of its IT/GIS support team are available to answer any IT/GIS related questions.
- The Organization will ensure that project team members are available for identified meetings and that individuals have been identified as responsible for making key project decisions in the previous meetings.
- The Organization will ensure the appropriate staff review Woolpert deliverables within the timeframes identified in the project schedule. The Organization Project Manager will ensure all draft deliverable feedback is provided to Woolpert in a single document using track changes and comments.
- All deliverables will undergo one (1) review cycle.
- The deliverable will be deemed to have been accepted by the Organization in the event the Organization does not notify the Woolpert Team of any rejection of all or a portion of the submitted final draft deliverables within the 10-business day review period.
- The Organization Project Manager will ensure the necessary project participants review and understand documentation for its accuracy.
- The Organization Project Manager will schedule and accommodate the appropriate Organization project participants such that they are available, without undue interruption, for the duration of the workshop.
- Remote meetings will be held using Microsoft Teams or the Organization's preferred platform.
- The Organization will define the project collaboration platform and ensure the Woolpert project manager has administrative privileges to manage the project site.
- Workshop agendas will be provided 5-10 business days prior to scheduled workshops.

- Approval of the online workshop will be received from the Organization three (3) weeks prior to the scheduled task so Woolpert can plan the necessary employee arrangements.
- Any change in Organization project staff resulting in Woolpert having to repeat already provided services, or to provide support to the new Organization project staff to integrate them into the project, is defined as additional services not included within this Scope of Work. Any additional services will need to be properly authorized by the Organization per the contract agreement prior to being performed.
- Work will be performed on a lump sum fixed-fee basis.

Project Management

Project Management can be the difference between successful and unsuccessful projects. It requires organization, coordination, the ability to prioritize, attention to detail, and the ability to solve challenges as they arise. Keeping projects on schedule and on budget is critical and ensures the outcome of the project is the outcome of the effort put forth by both the consultant and the client.

Woolpert has developed a three-phased approach to implementing content-rich enterprise permitting solutions and is proposing that approach for the County. Each of the three technical phases are executed in conjunction with continuous Project Management, Knowledge Transfer, Quality Control, and Change Readiness activities.



Deliberate execution of each phase, with continuous client involvement and feedback, enables Woolpert to ensure a successfully planned, designed, and deployed software solution that is used and useful immediately upon “go-live.” The following approach addresses the County requirements listed in the RFP. Each of our phases are performed in a logical order with strategic overlaps where necessary. Below is a brief description of each major phase of services that will be provided.

- **Plan:** Tasks are designed to align the County’s project team members’ expectations with the contracted Scope of Services and to establish a baseline of the current work processes that will be executed in Cityworks PLL. Application integrations also begin to take shape during this phase, with Woolpert’s development team meeting with County project stakeholders to refine the business and functional requirements of these efforts.
- **Design:** Tasks are designed to configure the out-of-the box system functionality to meet the County’s software requirements and to identify opportunities where advanced configurations can further align the system to local processes. Woolpert places a strong emphasis on training County users in its iterative approach to core system

deployment. The phase commences with Woolpert developing pilot configurations that are used in the subsequent configuration training to provide the County with the necessary knowledge to make effective Cityworks PLL configuration decisions. Following configuration training and the subsequent configuration tasks, the County will have a strong foundation on which to carry out additional future configuration efforts.

Through its extensive Cityworks PLL permitting implementation experience, Woolpert has identified methods to maximize the out-of-the-box functionality of Cityworks PLL to meet client expectations. Woolpert believes that out-of-the-box functionality should be used whenever possible to ensure ease of use for both the end-users and system administrators. Should customizations be desired, Woolpert will evaluate options with the County to ensure the best alternative is chosen to meet their business and functional requirements.

Part of this phase is the [data migration](#) from the Google Spreadsheet, with approximately 13000 records mentioned in the RFP, into Cityworks. This information is put into the basic case object level. [Basic data migration](#) of case object level information (e.g., case number, location, initiation date, issue permit date, expiration date, and case type).

- **Deploy:** Tasks are designed to test the developed solution, train the County's software administrators and end-users, perform software cutover, and support initial system use in a live Production Environment.
- **Extended Support (Optional):** Tasks are as-needed to provide extended support beyond the initial online go-live efforts. Woolpert scopes these as optional tasks since many clients find themselves fully self-sufficient when the product is placed into everyday use.

Support and Maintenance

Cityworks software requires an [annual licensing fee](#). The current yearly rate for the population size of the county is \$36,000. Cityworks has discount the first two years to the prices listed below. The yearly fee includes Software as a Service and Hosting, also includes upgrades to software, hosting, and support as described below.

Releases

General. "Release" means an update or upgrade to the Product made available to all customers using that Product that improves usability or adds functionality, cosmetic changes, or bug fixes. Trimble will use commercially reasonable efforts to provide prior notice to Customer through the Customer Portal, or other communication channels when Releases are made generally available to all customers, excluding any non-general Releases or unplanned Releases. Trimble will decide the contents and timing of all Releases in its sole discretion.

Software-as-a-Service and Hosted License Software. Trimble will update (i) Software-as-a-Service or (ii) Licensed software hosted by Trimble in each case as new Releases become generally available.

Support

Cityworks offers maintenance and support as part of the [annual licensing fees](#) as shown on the Fee Schedule:

Cityworks offers telephone support, online support, and other website support services. Telephone support is provided as follows:

- Regular business hours, 8:00 a.m.–5:00 p.m. Mountain Time (MT).
- Help Desk is available weekdays, excluding holidays. An emergency phone number of a technical analyst is provided in the event of a critical problem occurring after hours.
- Customer support phone number: 801.990.1888.

Online support is provided as follows:

- Regular business hours, 8:00 a.m.–5:00 p.m. Mountain Time (MT).

- Weekdays, excluding holidays.
- Cityworks uses commercially available software for web meetings when it becomes necessary for the support agent to view the client's computer environment. The web meeting software may require that
- software be installed on the client's computer to operate.
- An internet browser connected to the system is required.
- VPN and web access require secure access to the system.

Website support is offered as follows:

- The www.cityworks.com website includes general information, such as: news releases, event listings, partner news, client news, media videos, webinar recordings, Cityworks Magazine publication, contact information, a link to the <https://mycityworks.force.com> (MyCityworks) support website, and more.
- The MyCityworks website is a registered user support site, which includes the following: community news, install and update guides, quick-start and user guides, training announcements, downloads

Cost Proposal

Item Number	Description	Fee
1	Woolpert Services for Cityworks PLL Setup, Go-Live, Training Services	\$87,000.00
2	Software - Cityworks PLL ELA Cityworks Online Standard, Quote Q-32110-2 Includes 25 total PLL licenses and add-ons of the Identified Products in the Quote and Year one (1) Subscription	\$20,000.00
3	Software - Cityworks PLL ELA Cityworks Online Standard, Quote Q-32110-2 Year two (2) Subscription	\$28,000.00
4	Software - Cityworks PLL ELA Cityworks Online Standard, Quote Q-32110-2 Year three (3) Subscription	\$36,000.00
	Total Fee for Year 1 (Items 1 and 2 above)	\$107,000.00
	Optional Woolpert Services Extended Support Agreement with Woolpert Year One (1) Includes up to 80 hours of ad-hoc support	\$15,000.00
	Optional Woolpert Services Extended Support Agreement with Woolpert Year Two (2) Includes up to 80 hours of ad-hoc support	\$15,000.00
	Optional Woolpert Services Extended Support Agreement with Woolpert Year Three (3) Includes up to 80 hours of ad-hoc support	\$15,000.00

NOTE: Any Cityworks purchase requires a software license agreement which is found in the Appendix.

References

References

*****References upon Request*****

Additional Information Exceptions and Comments

RFP ¶ 1.3 Insurance – **EXCEPTION** – Azteca Systems, LLC can agree to the requirements of 1.3.1 subject to the redlined exceptions included below:

1.3.1 Bidder and all sub-contractors, at their own expense, shall provide and maintain insurance with a company ~~authorized licensed~~ to do business in Colorado as follows:

1. ~~Comprehensive-Commercial~~ general liability: including Contractor's liability, contingent liability, completed operations, and product liability, all on the occurrence basis with personal injury coverage:

- \$424,000 for any injury to one person in any single occurrence.
- \$1,195,000 for any damage to two or more persons in any single event, except that, in such instance, no person may recover more than \$424,000.

2. Professional Liability Insurance: Evidence of Professional Liability Insurance coverage for \$1,195,000, with a minimum range of \$1,195,000 per occurrence and ~~\$424,000~~ aggregate. The Board of County Commissioners of Delta County, Colorado, and the state of Colorado shall be ~~included named~~ "Additional Insured" under the Commercial General Liability ~~and Comprehensive Automobile Liability~~ insurance policies. All certificates of insurance shall be issued and effective before the date a Notice to Proceed is issued by the County.

Scope of Work ¶ 10 – Continuing Services / Maintenance / Support – **EXCEPTION** – Azteca Systems, LLC (“Azteca”) is providing a COTS software application (as a third-party Software developer) and cannot typically negotiate the terms for usage of the Cityworks software, incorporate the RFP, or agree to standard contract terms in the contract or license agreement with Azteca Systems. Usage of the software is subject to the terms of the attached Trimble Terms and Conditions (“Trimble T&C’s”), which govern the software. Maintenance and support will be provided consistent with the Trimble T&C’s.

[Include the following with the attached T&Cs:]

The responses to the RFP and listed exceptions are based upon our good faith effort to understand and interpret the functionality statements listed. Our answers and responses include qualifications, exceptions and clarifications with our intent being to represent the capabilities of Cityworks software truthfully and accurately. Notwithstanding our best efforts to be accurate and truthful, these responses are not to be interpreted as a warranty for the software and services to be furnished for this project. Only the Trimble T&C’s with Azteca Systems, LLC can be binding for the software. The Trimble T&C’s, our standard agreement, has also been provided in our response to the RFP and may contain terms contrary to the RFP which would then need to be negotiated. We take a goodwill approach and reasonable position in negotiating terms and conditions to assure all parties are comfortable with the final governing document. We strive to be truthful and accurate in all of our responses. No response in the RFP should be construed to create a binding contract contrary to the terms of the agreed upon Trimble T&C’s or to exceptions set forth herein.

Moreover, the qualifications, exceptions and clarifiers may describe a particular function or feature that we expect to provide as part of a future software product offering. These will be clearly articulated as such. In that event, we are providing that information solely for your general information and not as contractual commitment. If you need us to make a commitment on a particular function or feature, we will be glad to discuss that on a case-by-case basis, and to include whatever terms are mutually agreed upon in the final written agreement.

Appendix

Final Cost Sheet Exhibit A (Excel File)

Bid Proposal Form

Cityworks Quote

Cityworks License Agreement

Resumes



Delta County
COLORADO
Canyons • Rivers • Mountains

REQUEST FOR PROPOSAL 2022-RFP-24

Proposal of: Woolpert, Inc Date: 11 / 18 / 2022
(Name of Company)

Address: 720 S. Colorado Boulevard, Suite 1200-S, Glendale, CO 80246

Phone: 214-507-0579 Contact Person: Brent Wilson

Fax: _____ E-Mail: brent.wilson@woolpert.com

(Hereinafter called "BIDDER"), organized and existing under the laws of the State of Colorado, doing

Business as: Corporation
(Sole Proprietor, Partnership, Corporation, etc.)

Delta County, State of Colorado shall be hereafter called "COUNTY."

By submission of this BID, each party to it certifies as to his organization that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

In compliance with your Advertisement for Bids, BIDDER hereby proposes to sell to the COUNTY a GIS Centric (ESRI compatible) Permitting Database Software, by the "Mandatory Standard Equipment Specifications" listed below, unless otherwise indicated.



**THE GRAND TOTAL FOR ALL SOFTWARE DELIVERED TO DELTA COUNTY
PLANNING & GIS DEPARTMENTS:**

(FROM COST WORKSHEET EXHIBIT (A) LINE # 13):

\$ 107,000

**HOW SOON CAN THE BIDDER PROVIDE THE REQUESTED SOFTWARE DELIVERED
TO THE DELTA COUNTY PLANNING & GIS DEPARTMENTS AFTER NOTICE OF
AWARD?**

Typical time to start takes 3-6 weeks, depending on current workload.

**HOW WILL INSTALLATION AND SETUP SERVICES BE PERFORMED? (On-site,
virtually/remotely, or a combination of both): Remotely**

**Bids will be signed by the person or persons legally authorized to bind the Bidder to a
contract:**

Name of Company: Woolpert, Inc.

Signature of Bidder: .

Printed Name of Bidder: Jennifer Kouns.

Title: Market Director, Technology Services.

E-mail: jen.kouns@woolpert.com.

Contact Information

Contact Name:	Carrie Derco	Prepared By Name:	Brett Ruoti
Customer:	Delta County, CO	Prepared By Phone:	(801) 523-2751
Contact Address:	501 Palmer Street, Suite 123 Delta, CO 81416		

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
PLL ELA Standard	1.00	USD 17,500.00
Sandbox	1.00	USD 2,500.00
TOTAL:		USD 20,000.00

Notes

Year 1 Dollar Value	USD 20,000.00	Year 1 Date Range	Year 1
Year 2 Dollar Value	USD 28,000.00	Year 2 Date Range	Year 2
Year 3 Dollar Value	USD 36,000.00	Year 3 Date Range	Year 3

Notes:

Server PLL Standard Cityworks Online Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
Respond
Mobile Native Apps (for iOS/Android)
Office (limited use for Admin and Reporting only)

--Includes the following Add-ons:

eURL (Enterprise URL)
Public Access for PLL
Cityworks Analytics PLL
Workload
Web Hooks
Sandbox

Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 10,001 - 25,000 population range

ELA pricing quote for CWOL assumes no hosting logins are added over and above the current 25 Server PLL hosting Logins.
Additional hosting logins can be added for an additional fee.

Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering. It is hosted on Azteca Systems'

servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

Discounts as follows:

Year 1 - 39% Discount

Year 2 - 22% Discount

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.



YEARS OF EXPERIENCE

26

EDUCATION

Associates of Applied Arts and Science, Tarrant County College

MEMBERSHIPS

American Public Works Association (APWA) Asset Management Committee Knowledge Team, Former Member

South Central Arc User Group (SCAUG)

Brent Wilson

Senior Associate, Director of Sales

Brent is the Director of Sales for Woolpert's Technology Services market and is responsible for account management and sales, with a specific focus on Cityworks services and Trimble products such as e-Builder, Agile Assets, and Trimble Utility Services. His clients include cities, counties, utilities, and airports.

Brent is a strong sales professional who helps advise his clients throughout the entire sales process to address what they need to acquire what they want for their organization. Prior to Woolpert, Brent worked at Cityworks for over 20 years, managing sales to local government, aviation, and utility clients. As a result, he has the technical knowledge of how Cityworks is built and how it works together in various parts of an entire organization. He also knows his clients' market very well and understands their end-users to help them identify software packages that will meet their needs. Brent's work as a project manager for a Cityworks implementation has given him first-hand experience of working with these end-users.

Brent has presented to major city governments (Oklahoma City, OK; St. Louis, MO; Charlotte NC; Nashville TN, Durham, NC; New Orleans, LA; Fort Worth, TX; San Antonio, TX; El Paso, TX; Denver, CO, and more), and he has presented at Esri UC, Cityworks UC, PWX, AWWA, and other local and regional shows.

Brent is proficient in Esri software, which allows him to understand how GIS works and design around the Esri environment.

Experience Prior to Woolpert

Vice President, Sales, Cityworks, a Trimble Company—Texas. Executive Director of Sales and Executive Vice President of Sales responsible for managing the sales, sales ops, building a solution engineers team, and business development group. Brent grew the team up to 15 employees under his management with three subordinate managers.

- Oversaw the marketing team for about 18 months until the next marketing director was trained.
- Held a seat on the operational board for six-plus years.
- Designed and implemented the change of pricing to bring the company from a perpetual software license model to Annual Recurring Revenue (ARR). Cityworks made the full move in 2013 with the deprecation of their desktop software. Cityworks converted to a full ARR model organically without outside funding. ARR increased from less than \$8 million to more than \$40 million in the last 14 years. This was all organic growth and debt free.
- Successfully navigated a private equity firm (Polaris) buyout of early angel investors and then the full Trimble buyout two to three years later.
- Hit quarterly numbers every quarter, apart from Q2 2020.

National Sales Manager, Sales, Cityworks, a Trimble Company—Texas. Brent was responsible for the sales, sales ops, and business development with four employees under his management.



- In 2008, Brent brought Salesforce into the company for his team. He was the sales administrator for 13 years and grew the users to most of the company. It became the system of record for all Cityworks and is now the database the Trimble Water and Utilities groups have moved to.

Regional Sales Manager and Sr. Regional Sales Manager Sales, Cityworks, a Trimble Company—Texas. Brent was responsible for selling software within his region and other regions, and he managed the accounts for all the clients within his different regions.

- Kept a 99%+ client retention rate and have had more than 2/3 of the US under him at one time. Most of the years were in the southeast (Texas to Florida to North Carolina to Kansas).
- Top salesperson every year up to 2008 when he was promoted to National Sales Manager.
- Sold \$1.42 million top year and was over \$1 million multiple years.

Engineering Records Technician, City of Mesquite Engineering Division—Mesquite, Texas. Brent was responsible for starting the asset GIS data in the engineering division and created the asset infrastructure in GIS using ArcInfo 7.x and ArcView 3.x for water, wastewater, drainage, and streets.

- Created Standard Operating Procedures and set up how to build the system out longer term.
- Worked closely with the GIS division and trained several GIS technicians.
- Researched asset management systems and set up Cityworks for the asset side of the organization. Also built several ease-of-use AML programs for other employees.

Presentations and Publications

- Esri UC, https://proceedings.esri.com/library/userconf/serug08/papers/user/partner-solutions/mainta_1.pdf
- APWA, AWWA, and WEFTEC
- Cityworks UC
- Cityworks Inprint
- SCAUG, https://www.scaug.org/Resources/REGIONAL/CONFERENCES/2013_ADDISON_SCAUG_CONFERENCE/Presentations/Abstract%202013.pdf

Tom Merce, PMP, PMI-ACP, IAM, AICP, LEED Green Associate

Associate, Project Manager

Tom Merce is a Project Manager who has worked closely with local governments and public utilities implementing software to improve operational efficiencies and developing strategic plans of active for enacting policy and program improvement. He offers over five years of experience as a professional municipal planner, coordinating between local government officials and the public to facilitate communication, problem resolution, and manage systematic change. He also spent one year as a full-time on-site Technical Lead/Deputy Project Manager with the City of Cleveland Division of Water. Tom's real-world municipal planning and public utility experience adds tremendous value to his clients, providing him greater insight than others that simply implement a technical solution with limited knowledge of the business processes they seek to improve.

Tom works in Woolpert's Strategic Consulting Sector Technology Services Group, where he couples his deep understanding of municipal planning and public utilities with his technical expertise of various software solutions to help his clients work smarter, not harder. He has in-depth knowledge of the Cityworks and Esri technology stacks, as well as integrating with business support systems, including, but not limited to enterprise content management (ECM), interactive voice response (IVR), payment processors, customer relationship management (CRM), electronic plan review, financial management, and customer information systems (CIS).

Project Experience

Cityworks AMS and PLL, Prince William County Service Authority (PWCSA)—Woodbridge, Virginia. Senior Systems Analyst responsible for leading the Cityworks PLL configuration effort. The focus of the project was to implement Cityworks PLL for the Engineering and Planning Department. Cityworks PLL was also integrated with several supporting business systems: Cayenta (water meter management) and JDE Edwards (financial management).

Cityworks AMS, AMS I Operations & Maintenance, PWCSA—Woodbridge, Virginia. Systems Analyst responsible for supporting the Cityworks AMS configuration effort for the linear collections, distribution, and fleet assets. Cityworks AMS was also integrated with several supporting business systems: Cayenta (generate Cayenta work orders from AMS service requests), Virginia 811 (utility locates), and Fleetistics (vehicle preventive and predictive maintenance).

Ad-Hoc Support, PWCSA—Woodbridge, Virginia. Project Manager responsible for providing consulting and subject matter expertise and mitigating risks. For this project, PWCSA sought to extend Cityworks AMS and PLL support services provided by Woolpert, which includes Service Requests, Work Orders, Inspections and template management, report management, system integration management, user functionality configuration and troubleshooting, GIS mapping functionality in Cityworks environment, Cityworks Mobile application support and configuration, general Cityworks AMS and PLL technical troubleshooting, and Cityworks integration troubleshooting and resolution post go-live.

Cityworks AMS, AMS II, PWCSA—Woodbridge, Virginia. Project Manager responsible for providing consulting and subject matter expertise and mitigating risks. The focus of the project was to implement Cityworks AMS for non-treatment plant vertical assets,



Professional Data

Experience

11 years

Master of City and Regional Planning and Master of Public Policy and Management, Ohio State University
Bachelor of Science, Environmental Studies and Political Science, Gettysburg College

Professional Registration

Project Management Professional (PMP), International, 2280906
American Institute of Certified Planners (AICP), National, 026740
LEED Green Associate, National, 10794450-GA
Institute of Asset Management (IAM) Certification, International, 5001730
PMI Agile Certified Practitioner (PMI-ACP), 3004770

Presentations

Dynamic Content Management: Using PLL Tasks to Control Submittal Content on Public Access, presenter, 2019 Cityworks Conference, Salt Lake City, Utah
A One-Stop-Shop Solution: Best Practices for Integrating State and City Permits, presenter, 2019 Cityworks Conference, Salt Lake City, Utah
Event Layers from Work Order Photos, presenter, 2019 Cityworks Conference, Salt Lake City, Utah



including water towers, water tanks, pump stations, lift stations, and administrative facilities.

Cityworks AMS Hale Avenue Resource Recovery Facility Implementation, City of Escondido—Escondido, California. Project Manager responsible for providing consulting and subject matter expertise and mitigating risks. Tom also ensured the project stays on scope, schedule, and within budget. The City of Escondido contracted with Woolpert to implement Cityworks AMS for its Hale Avenue Resource and Recovery Facility (HARRF). Prior to the project, the City's Wastewater Division (WD) used MicroWest AMMS as its Computerized Maintenance Management System (CMMS). The City had already used Cityworks AMS for its Water/Field Operations Division and wanted to expand the use of Cityworks AMS to other departments and divisions. Woolpert provided services to support WD's core business functions, which included implementing Cityworks AMS for WD's wastewater plant operations processes. The services provided also included developing a vertical asset GIS schema; integrating Cityworks AMS and Wonderware SCADA; performing a MicroWest AMMS to Cityworks AMS data conversion; and providing custom report specification development and report development support.

Alameda County Water Cityworks PLL Implementation, Alameda County Water District—Freemont, California. Project Manager responsible for ensuring the project stayed on scope, schedule, and within budget. Tom also provided consulting and subject matter expertise for the project. Woolpert is implementing Cityworks PLL for the Alameda County Water District's Development Services Division for customer job order processes

Plants and Facilities Asset Inventory, City of Cleveland Water Division (CWD)—Cleveland, Ohio. Project Manager responsible for facilitating meetings, monitoring project tasks, preparing progress reports, and performing other project management and administrative functions. In support of CWD's Cityworks AMS deployment for vertical assets, including treatment plants, pumping facilities, storage facilities, and other related facilities and structures, Woolpert was contracted to compile and load an inventory of existing assets into the ArcGIS geodatabase (asset register). This included capturing a physical inventory of the different assets defined in the geodatabase design.

City Water D&M Hydraulics for Cityworks, City of Cleveland—Cleveland, Ohio. Senior System Analyst who facilitated training and client Ad-hoc support. Woolpert was contracted by the City of Cleveland to prepare data and implement Cityworks for their Department of Public Utilities. The services support the Distribution/Maintenance, Hydraulics, Inventory/Warehouse, Plants/Facilities and Water Pollution Control divisions. The team integrated the AMS software application to meet activity requirements; established a stable, high-availability platform for program deployment; conducted discovery to establish project foundations; facilitated asset inventory data collection; and trained the staff on product use.

Cityworks PLL Implementation, Prince William County—Woodbridge, Virginia. Senior Systems Analyst for the PLL implementation, including configuration. Woolpert was selected by Prince William County Service Authority to implement Cityworks Permitting, License and Land system (PLL) software application to meet the Engineering and Planning departments' business requirements. Professional services included performing Discovery on specific AMS and PLL related topics that revolve around future integrations; performing Discovery for data migration from existing Authority permitting databases; integrating Cityworks PLL, JD Edwards and Cayenta; and conducting end-user training and go-live support. Woolpert assessed key business processes to create the foundation of a configuration document that circumscribed the details of the system configuration.

Cityworks PLL, Greenville County—Greenville County, South Carolina. Senior Systems Analyst who performed configuration and troubleshooting for this task order. Woolpert was contracted by Greenville County, South Carolina to provide application development support for their Cityworks PLL implementation endeavor. The Woolpert team performed Dev Environment setup, ApplicationXtender integration development, related data migration support, and QA/QC.

Cityworks PLL, City of Suffolk—Suffolk, Virginia. Senior Systems Analyst responsible for documentation and configuration for project. The City of Suffolk requested Woolpert to implement Cityworks Server PLL software and convert legacy data into the PLL database. Professional services included business process review, Cityworks application configuration, training, and testing. The system supports a multitude of plan review, licensing, inspection, and permitting workflows for a variety of work units within the Planning and Community Development, Public Works, Public Utilities, Assessors, and IT departments.

Cityworks PLL-ApplicationXtender, Greenville County—Greenville, South Carolina. Senior Systems Analyst responsible for documentation and configuration for the project. The Woolpert team supported efforts of the Greenville County Planning and Codes Department to migrate the Building Codes Division's asset management system from HTE to Cityworks Server PLL. During the first phase of this conversion, the Division focused on residential, commercial, and inspection workflows that they regularly perform. Utilizing the County's existing geographic information system, the team focused on migrating additional elements of the Division's work from HTE to Cityworks Server PLL. This included a gap analysis, system design and configuration, system testing, and staff



training, followed by the launching of the Cityworks Server PLL system.

Cityworks AMS/PLL, Town of Mount Pleasant—Mount Pleasant, South Carolina. Senior Systems Analyst who supported the implementation of a new asset management and permitting/licensing solution. Woolpert implemented Cityworks Asset Management System (AMS) and Permitting, Land, Licensing (PLL) software solutions to replace the Town of Mount Pleasant's current system that was insufficient to meet the municipality's system management/maintenance needs. Cityworks AMS was configured to support the Public Services division responsible for stormwater program and NPDES permitting management and sanitation, facilities and grounds, and streets and drainage management. The team implemented Cityworks PLL to manage residential and commercial building inspection and all planning cases. The PLL solution was then integrated with the existing accounting system so that it could handle all cash-registering functions related to permits and business licenses.

Cityworks PLL, Greenville County, South Carolina—Greenville, South Carolina. Senior Systems Analyst who performed configuration and troubleshooting for this task order. Woolpert was selected by Greenville County for an implementation project that consisted of four main components: implementation of Cityworks Server PLL software, integration of Cityworks Server PLL with the County's HTE system for property records, integration of Cityworks Server PLL with an on-line cashing solution to accept on-line payments, and conversion of legacy data into the Cityworks Server PLL database. There were many related tasks and sub-tasks that were executed to ensure a successful outcome to this important project (such as business process review, custom application configuration, training, and testing).

Enterprise Asset Management, Collier County—Collier County, Florida. Senior Systems Analyst who supported the implementation of an Enterprise Asset Management System. In accordance with the County's goal for an Enterprise Asset Management System deployment, Woolpert provided development services and assistance for Ad-hoc support. This included GIS Database Support, Materials Management/Inventory Optimization (Storeroom), Enterprise Content Management System Integration Evaluation, and Custom Development of Cityworks AMS Functionality.

Cityworks AMS, City of Santa Rosa – Santa Rosa, California. Project Manager responsible for facilitating meetings, monitoring project tasks, preparing progress reports, and performing other project management and administrative functions. The multi-phased enterprise-wide project implemented Cityworks AMS for the following groups: Parking, Recreation, Facilities Maintenance and Planning, Stormwater, Streets Maintenance, Traffic Engineering, Electrical, Local Water, and Regional Water. Woolpert performed integrations with Accela CRM, One Solution (inventory material management), IPS (parking meters), and Supervisory Control and Data Acquisition (SCADA).

Cityworks AMS, City of Las Vegas – Las Vegas, Nevada. Project Manager and Technical Lead responsible for facilitating meetings, monitoring project tasks, preparing progress reports, and performing other project management, administrative functions, and configuring Cityworks AMS. The project implemented Woolpert's 'best practice' templates for the City's Parks Maintenance Department.

Cityworks PLL, City of Topeka – Topeka, Kansas. Project Manager responsible for facilitating meetings, monitoring project tasks, preparing progress reports, and performing other project management and administrative functions. The focus of the project was to utilize CARES Act funding to re-configure the City's existing Cityworks PLL configuration to support an online, contactless submittal process by implementing Cityworks PLL Public Access and integrating Cityworks PLL with ApplicationXtender and Paymentus.



YEARS OF EXPERIENCE

12

EDUCATION

Master of Geographic Information Systems, Pennsylvania State University, *In progress*

Bachelor of Arts, History, James Madison University

Certificate, Database Specialist Career Studies, Northern Virginia Community College

Certificate, Post-Baccalaureate Certificate in GIS, Pennsylvania State University

Certificate, GIS Career Studies, Northern Virginia Community College

REGISTRATION/CERTIFICATIONS

Certified Asset Management, International, 5001899

MEMBERSHIPS

URISA (Urban and Regional Information Systems Association)

VAMLIS (Virginia Association for Mapping and Land Information Systems), Member

Adam Shinal, IAM

System Analyst II

Adam is a System Analyst with 12 years of combined GIS, IT, and CMMS experience. He leads and assists with Cityworks implementations, asset management, and GIS services for local government and municipalities. He is highly proficient in GIS products and databases and is well versed in programming across a variety of languages. Adam is proficient in many tools that allow him to implement or customize Cityworks, including Esri (GIS) products, SQL (both Oracle and SQL Server), data migration, and Python, along with other facets of GIS that are unrelated to Cityworks.

His well-rounded knowledge gives him a good starting point to address unknown pitfalls as they arise during projects because he knows the range of possibilities to provide clients solutions that address their needs beyond what the software can provide. One example of Adam's expertise is for the City of Loveland, Colorado where the City had implemented Cityworks AMS implementation for pavement and curb ramp assets. They needed to tailor Cityworks in ways that were not readily available through the software itself. Adam wrote a Python script that allowed the City to use Cityworks for their specific needs to record asset data and component scores for assets.

Adam enjoys technical work, especially the problem-solving aspect, and seeing systems become more efficient than they previously were. He communicates well with both technical and non-technical people, enabling him to be versatile and efficient because he does not need a "middleman" to interpret for him. Adam was also part of the team that won the national Exemplary User Award from Azteca Systems for the Prince William County Service Authority (PWCSA) PLL implementation.

Project Experience

Savannah Cityworks for Real Estate, City of Savannah—Savannah, Georgia. Phase Manager who is leading ongoing Cityworks AMS implementation for Savannah's Real Estate division.

City of Kawartha Lakes Cityworks PLL, Esri Canada—Ontario, Canada. Phase Manager who provided Esri Canada with a template for implementing Cityworks Public Access for the City of Kawartha Lakes.

Lucas County Engineer Cityworks PLL Implementation, Lucas County—Lucas County, Ohio. Phase Manager who led Cityworks PLL implementation for Lucas County Engineer to include Cityworks Public Access.

Topeka Cityworks and GIS Ad-Hoc Support 2021, City of Topeka—Topeka, Kansas. Team Member who customized the Public Access portal for Topeka to filter which case templates were shown per portal. The City sought GIS and Cityworks services from Woolpert, including Cityworks AMS and PLL configuration updates, troubleshooting, report management GIS support, and training staff.

Baltimore County, MD, 2020, Highways Cityworks, Baltimore County—Baltimore, Maryland. Team Member who wrote queries to support reporting/KPI dashboards. Woolpert has been tasked to implement Cityworks AMS for the Department of Public Works Bureau of Highways, support the paver interface with the paver software, review the Highway's GIS data and the state of readiness



for data required to support the Cityworks implementation project, and migrate the Highway's work order data that currently exists in an MS Access database.

(081809) Cityworks Esri Insight, City of Loveland—Loveland, Colorado. Phase Manager who led Cityworks AMS implementation for pavement and curb ramp assets. The City of Loveland Public Works Department wanted to improve its existing Cityworks implementation and implement ArcGIS Dashboards to make better use of their data.

Cityworks AMS PLL Enhancements, City of Suffolk—Suffolk, Virginia. Phase Manager who led Cityworks PLL upgrade, migration to Cityworks Online, and implementation of Public Access. For the City's project, Woolpert developed a five-phase approach to enhance the City's existing enterprise asset management and permitting solution that uses Cityworks AMS and PLL as the core software.

Ad Hoc Support, Columbia County, Georgia—Columbia County, Georgia. Team Member who led Cityworks upgrade from v 15.2 to v 15.7 and performed various ad-hoc support tasks. Continuing the Cityworks implementation work Woolpert had previously performed, the Woolpert team provided Columbia County additional Cityworks support as well as GIS enhancements.

Cityworks AMS, AMS II, PWCSA—Prince William County, Virginia. Team Member who wrote queries to support reporting/KPI dashboards. The focus of the project was to implement Cityworks AMS for non-treatment plant vertical assets, including water towers, water tanks, pump stations, lift stations, and administrative facilities.

Experience Prior to Woolpert

Fairfax County Government. GIS Analyst who built and maintained GIS infrastructure for use by civil engineers and field staff, evaluated GIS data sources for their fitness and applicability to a given task, performed a variety of advanced GIS analyses for internal customers, integrated non-spatial databases with GIS to enhance the information available to decision makers, and served on a committee to ensure that web GIS apps adhered to a variety of standards, including accessibility.

Prince William County Service Authority. GIS and Systems Analyst who served as PWCSA's Subject Matter Expert for enterprise GIS-based work order management software (Cityworks) and Project Manager and Project Technical Lead for Cityworks implementations, performed application maintenance (including Cityworks upgrades), and provided operational support to Cityworks end users. He also developed database triggers (Oracle), server- and client-side scripting, and Django web applications to customize Cityworks; developed custom Crystal Reports to report on Cityworks data as well as data linked from other systems; migrated data from legacy system (Hansen) into Cityworks; created a variety of Oracle PL/SQL scripts to automate spatial tasks; and created a variety of Python scripts and ArcGIS tools to automate processes for the GIS production staff. He led a multi-year project to collect GPS points across the county and integrate the collected data with other enterprise systems and maintained and updated a variety of GIS data sources.

Presentations and Publications

Suffolk & Cityworks Online: A Journey to the Cloud, Cityworks Converge User Summit,
<https://www.youtube.com/watch?v=hHP2ptH6s-k>, 5/17/2022

5 Tips for Migrating to Cityworks Online, Cityworks Magazine Article, https://issuu.com/cityworks8/docs/cityworks-magazine_spring2022-digital/38, Spring 2022

"Cityworks PLL + AMS Success Formula," "Client Success Story" webinar series, April 2018

"PLL + AMS: A GIS-Centric Engineering and Inspections Solution," Conference Presentation, April 2018

Awards

Exemplary User Award (Team Award), Azteca Systems, for PWCSA's PLL Implementation, 2018



Emily St. Clair

System Analyst

As a System Analyst, Emily assists clients in analyzing, designing, and implementing information systems to improve functionality, workflow management, and productivity. Emily specializes in Geographical Information and Asset Management Systems, with groundwork from technical sub-components such as programming, project management, and documentation. Emily is also a Junior Consultant whose responsibilities include facilitating and documenting meetings; coordinating and developing training materials; and guiding the client through scheduling, tasks, and milestones. Emily has a vast technical background and is proficient in software such as SQL, XML, HTML, Python, Microsoft Office (including Microsoft Access and Visio), Crystal Reports Runtime, ESRI Products (ArcMap, ArcCatalog, ArcGIS Indoors, Web Maps, Dashboards, Story Maps, ArcGIS Online, Collector), Cityworks AMS, Cityworks PLL, Adobe Creative Suite, KACE Help Desk Solutions, and CitySourced Constituent Relationship Management App.

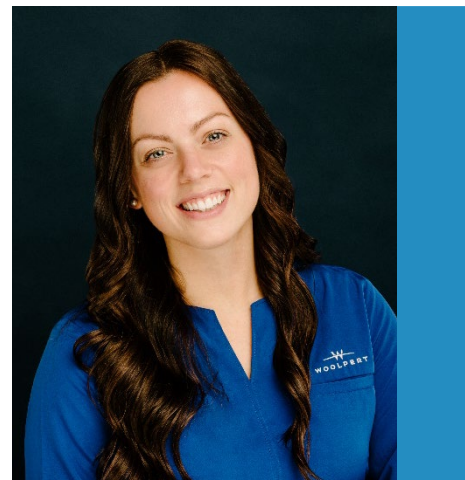
Emily is a Subject Matter Expert for Fleet Management and ArcGIS Indoors, making her a valuable resource for clients and her colleagues. Currently, Emily is configuring ArcGIS Indoors for various business organizations, assisting business units with their asset management configuration and mobile solutions, and developing standard documentation and operating procedures for both internal and external use. She has experience transforming Cityworks from a single-department software to an enterprise solution, developing reports and reporting tools, advising management of productivity and cost-efficiency, and moving applications across platforms to provide successful solutions to business units.

Emily's previous government work lends her useful expertise in government policies and rules. Emily's team in her government work ranked Top 10 Overall Strongest Performers in Cyber Security for Government, effectively placing alongside other strong government agencies such as the Federal Reserve, Internal Revenue Service, and the U.S. Secret Service, as well as winning Best Cyber Project from Mi-GMIS.

Emily excels at taking a client's abstract concepts, cross-departmental workflows, and complex problems and organizing them into a cogent, cohesive enterprise project. Client teams are energized by her boundless enthusiasm and strong communication. Her creative solutions drive tangible improvements and results that increase the overall productivity by fostering communication, eliminating redundancies, and enabling system-generated analytics and reports that are accessible by multiple groups within the organization.

Project Experience

USACE Civil Works (CW) O&M 20/20 Budget Framework Ongoing Improvement (FY22-FY23), USACE—Nationwide. Junior Consultant for all aspects of annual budget development coordinating for the client. Tasks include monitoring and progressing status of all budget components, drafting guidance, coordinating sub-teams, producing training materials, and facilitating national training and communication efforts for USACE CW's annual budget submission. Woolpert is a lead support for this ongoing phased, iterative approach to improving USACE CW's ability to develop and defend its CW O&M budget submission. The framework aims to standardize O&M activities and associated costs in all business lines—a total of ~\$3 billion annual investment. The primary goals are refining the guidance, training, and aids/tools to further mature the O&M 20/20 framework. USACE CW is undergoing this budget transformation to better



Professional Data

Experience

5 years

Education

Associates, Geographic Information Science and Cartography, Lansing Community College

Bachelor of Science, Art History and Anthropology, Northern Michigan University

Training and Certifications

MOOC – Going Places with Spatial Analysis, Esri, March 2019

Crystal Reporting with Office for AMS/PLL, Cityworks 2019

Cityworks Office for PLL Administration, Cityworks, November 2018

Cityworks Storeroom, Cityworks, July 2018

Customizing the Cityworks UI, Cityworks, 2018

Cityworks GIS-Centric Components, Configuration, and Workflows, Cityworks, 2018

Cityworks Office for AMS Administration, Cityworks, 2018

Professional Membership

IAM, Associate

Presentations and Publications

Cityworks and ArcGIS Indoors Implementation, Lighting Talk at Cityworks Conference, 2019



communicate how they allocate budget dollars to stakeholders outside the agency, including to the Office of Management and Budget (OMB) and Congress.

Ad-Hoc Support 2019, Prince William County Service Authority (PWCSA)—Woodbridge, Virginia. Junior Analyst responsible for developing Reports using client-specified documentation and requirements. PWCSA sought to extend Cityworks AMS and PLL support services provided by Woolpert, which includes Work Order and Service Request template management, report management, system integration management, user functionality configuration and troubleshooting, GIS mapping functionality in Cityworks environment, Cityworks Mobile application support and configuration, general Cityworks AMS and PLL technical troubleshooting, and Cityworks integration troubleshooting and resolution post go-live.

Asset Management Program Development, Cityworks AMS Implementation, and GIS Readiness Support, Pinellas County FL—Pinellas County, Florida. Junior Analyst responsible for assisting with long-term configuration of five departments, maintaining GIS and Database accuracy and connectivity, developing standardization and scripting for use in QA/QC of system configurations, leading the reporting planning and workshop, and QA/QC Data Migration efforts. For the GIS readiness support, Emily was the GIS Analyst responsible for maintaining GIS and Database accuracy and connectivity and for Management of Asset inventory and organization. Woolpert was tasked with establishing the framework for an ISO 55000-driven asset management program and developing select content. Woolpert was responsible for ensuring the county asset registry was complete and accurate. The scope of Woolpert's effort included the development of integrations between Cityworks AMS and various existing enterprise software solutions.

Cityworks Installation for Bureau of Utilities, Baltimore County—Baltimore County, Maryland. Analyst who assisted with User Acceptance Training, developing training guides, SQL Scripts, and reporting tools to help the County test their newly built and configured Cityworks Asset Management System. This Baltimore County Cityworks AMS implementation project followed the successful completion of an asset management readiness assessment and planning project for the County. Woolpert implementation services included configuration of Cityworks to support Service Request, Work Order, and Inspection Management for all Utilities divisions and the Storm Drains division in the Bureau of Engineering; implementation of Cityworks Storeroom; migration of legacy work activity records from Cass Works into the Cityworks database; custom report development; integration with POSM; and integration with CitySourced.

Cityworks Implementation, City of Kent—Kent, Washington. Analyst who assisted with the configuration and implementation of Cityworks Asset Management System. Woolpert was contracted to provide a Cityworks AMS Implementation in support of the City's Department of Public Works. The project includes full replacement of Hansen Asset Management; implementation of Cityworks AMS across the City of Kent; leveraging the City's newly designed Geodatabases; migration of legacy data from Hansen to Cityworks and/or ArcGIS; and integrations between Cityworks AMS and multiple key business systems, including JDEdwards, LaserFiche, WonderWare, and GraniteNet.

Montgomery County Environmental Services (MCES) Vertical Asset Management Program, Hazen and Sawyer—Montgomery County, Ohio. Lead Analyst who provided GIS Support for Vertical Asset Management and Mobile Data Collection. Woolpert is supporting Montgomery County's water and wastewater vertical asset assessment with Hazen and Sawyer in the areas of GIS and Cityworks capabilities. Deliverables included a Gap Analysis highlighting strategy on Cityworks application implementations, as well as configuration, training and technical support of field inspection forms in the Cityworks platform. These forms are to be used for ongoing asset condition tracking following the initial assessment. As a Cityworks user, the County is taking this opportunity to leverage and build upon its current Cityworks functionality. The project goals are to provide Cityworks subject matter expertise in support of a Vertical Asset Management Program, configure inspections forms for condition assessment, and train MCES staff in using the Cityworks.

Cityworks Implementation Plants, Facilities, and Service and Maintenance (SAM), City of Cleveland Division of Water (CWD)—Cleveland, Ohio. GIS Analyst who provided GIS support and schema guidance for Vertical Asset Management. CWD contracted with Woolpert to continue the implementation of Cityworks Asset Management System (AMS) to support plant operations, facilities, and SAM. The current project builds on the previous implementation with Distribution and Maintenance (D&M)/Hydraulics (Communications, Contractual Assistance, and Pipe Repair) to provide CWD an enterprise asset management solution for all sections responsible for asset management. The current project supports the following four sections: Administration, Plant Operations, SAM/Facilities, and Risk Management.

City of North Miami Florida Cityworks Implementation, City of North Miami—North Miami, Florida. Analyst who assisted with End-User-Training, Go-Live Support, and Report Development for Cityworks Asset Management System. Also the analyst who configured a specialized and focused Fleet Asset Management, meeting requirements published by the American Trucking Association for VRMS



Codes, Warranty Status, and Inventory Management. For the North Miami Utilities Department, Woolpert provided a full Cityworks AMS implementation. Throughout the project, Woolpert provided continuous project management, knowledge transfer and change management, and quality management activities. The result of the project was a successfully planned, designed, configured, and deployed asset management solution that was used and useful immediately upon “go-live.” The system supports a multitude of service requests, work orders, and inspection workflows, and work orders have been configured to support the range of maintenance activities, including preventative maintenance, scheduled corrective maintenance, and unplanned reactive maintenance.

Cityworks Implementation, City of Santa Ana—Santa Ana, California. GIS Analyst who assisted with User Acceptance Training, developing training guides, SQL Scripts, and reporting tools to help the County test their newly built and configured Cityworks Asset Management System. Woolpert was contracted by the City of Santa Ana to implement the Cityworks Asset Management System (AMS) software application to meet the Public Works department’s business requirements, perform discovery on specific AMS-related topics revolving around future integrations, perform discovery for data migration from existing City Public Works-related databases, conduct testing and acceptance, and provide end-user training and go-live support.

Cityworks Enterprise Asset Management System Implementation for Central Services and Parks and Recreation, City of Augusta—Augusta County, Georgia. Analyst who assists with the configuration and implementation of Cityworks Asset Management System. Woolpert is in the process of implementing Cityworks for the Central Services Department and the Parks and Recreation Department in the City of Augusta. The project includes implementations of Cityworks Service AMS, Cityworks Storeroom, and configuration of Cityworks AMS to work with Motorola CSR. The project will also include integration with a third party 311 solution to be completed at a later date.

GIS On-Call Support Services and ArcGIS Upgrade, Lakehaven Utility District—Federal Way, Washington. GIS Analyst who provided GIS Support for Mobile Applications. Woolpert supplied on-call support to provide design, development, integration, upgrade, and documentation of ArcGIS (ArcMap, ArcSDE, Arc Server, ArcPad, ArcIMS, and their extensions) workflows; write geoprocessing scripts to automate data management, editing, and mapping tasks; add or change capabilities of the District’s LION web application; support administration of the ArcSDE geodatabase, Cityworks interoperability, ArcServer, and ArcIMS; answer questions by telephone or e-mail; provide on-site support with GIS Coordinator or IT staff working on a predetermined set of tasks; test new software for functionality and compatibility of existing tools; and provide “emergency” GIS support.

ELEMENTS XS PROPOSAL



Simple. Flexible. GIS-Centric.

Asset & Work Management | Permitting & Citizen Engagement

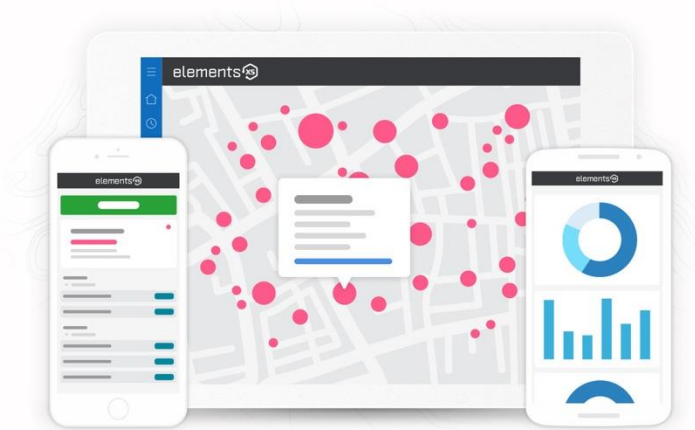
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Application Overview

Elements XS goes beyond traditional asset and work management technology by providing users a new set of powerful tools to tailor and customize the application to meet the unique needs of their organizations.



Designed specifically for smart utilities and governments, Elements XS is an all-inclusive browser-based solution that can be accessed from anywhere on any device. Elements XS integrates seamlessly with Esri's ArcGIS platform as well as many other enterprise applications to leverage an organization's existing technology investments. Elements XS is an all-inclusive application that allows any asset within any department to be managed without purchasing separate modules, and the application works with any standard web browser on any device, accessible via cloud or on premises deployments. Elements XS users can further enhance the application by defining unique workflow processes to streamline operations and fulfill the unique business requirements of organizations both small and large.

Elements XS provides robust tools for asset management, work management, inventory control, project management, and reporting analysis. Elements XS Connect, a platform primarily used for permitting and citizen engagement, provides tools for tracking permits, licenses, citizen requests and problem reporters. Elements XS Connect is fully integrated with the Elements XS main application, allowing for a seamless experience to track the life cycle of requests and permits.

Features Unique to Elements XS

Elements XS is the most flexible asset and work management application in the market. The features below set Elements XS aside from other applications.

— A TRUE GIS-CENTRIC SOLUTION

Different from many applications that synchronize data between asset repositories, Elements XS utilizes the geodatabase as the single, authoritative asset repository for all things spatial. Esri's modern web and enterprise GIS practices are aligned throughout Elements XS and all GIS data is directly accessed and updated in real-time via feature services, leveraging ArcGIS identities and industry best practices. Elements XS provides a native, seamless integration with Esri's modern solutions and technologies across the entire Elements XS platform.

— TAILORED & RESPONSIVE USER INTERFACE

Elements XS provides tools to tailor menus, page layouts, map toolbars, and other interface components to reduce clutter and streamline data collection processes. Each user (or group of users) can have a tailored interface that contains toolbars, buttons, map settings, forms, and other functionality specific to their individual job function.

Elements XS is mobile friendly by design and includes full functionality on any device, regardless of screen size. Every page in Elements XS looks and feels like it was designed for the device in use, which includes phones, tablets, and desktop computers.

Key Features

- *Adaptive screen for any sized device*
- *Reduce training time for field staff with a streamlined interface*
- *Improved user experience with reduced screen clutter*
- *Improved performance with optimized interface per job function*

— ULTRA-FLEXIBLE, NO CUSTOM CODE

Elements XS is a commercial off-the-shelf application that includes building blocks and tools for each client to configure their own unique processes, data collection requirements, interface configuration, and much

more. Users can configure unlimited custom data fields, unlimited custom forms and custom form layouts, and unlimited custom workflow processes - all without modifying application code or requiring custom application development. Elements XS also includes many options for pre-configured templates and workflows to streamline the deployment process.

Key Features

- *Collect all the data you need without limitations on number or types of custom fields*
- *Create an unlimited number of custom form layouts to simplify the user interface*
- *Enforce required fields*
- *Reduce the time required to fill out data collection forms*
- *Analyze and perform calculations based on user-defined custom data*

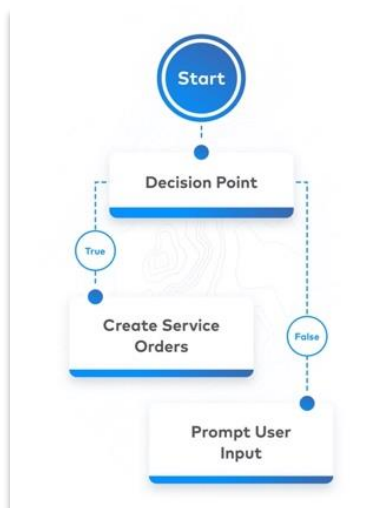
— WORKFLOW PROCESSOR

Elements XS includes a workflow processing engine that allows users to analyze data from any combination of third-party applications and/or datasets to trigger events within Elements XS based on criteria from these external sources. Common uses of the workflow processor include 811 automation (for one-call locates/tickets), SCADA system integrations (to trigger Service Orders when alarms are issued), and fleet management (trigger vehicle maintenance Service Orders based on fuel consumption or other criteria).

Key Features

- *Create Elements XS Service Orders based on information collected in other applications*
- *Easily integrate SCADA, 811, fleet management systems and more*
- *Use information from any third-party application to automatically trigger any Elements XS event*

The Elements XS workflow designer provides a simple interface for users to create custom business processes that can be deployed throughout the application.



— WORKFLOW DESIGNER

Users can create custom workflows using a drag and drop interface to automate and streamline processes. These workflows can be used to trigger follow-up events, route work to designated personnel, send notifications, and much more. These user-generated custom workflows can be applied to any scenario and provide an unmatched level of customization throughout the application.

Key Features

- *Guide users through unique processes based on any event or condition*
- *Generate follow up actions and routine maintenance activities based on data collected in other areas of the software*
- *Automatically notify other departments or users when user-defined scenarios occur*
- *Automate follow-up actions and notifications based on any event or condition*
- *Use a drag and drop interface to create custom workflow processes*

— UTILITY BILLING INTEGRATION

Elements XS includes tools for a live connection to multiple utility billing applications to provide location, customer, meter, and service data to field technicians in real-time directly from the utility billing application. Tools to update the utility billing software directly from Elements XS are also available to avoid duplicate entries. Utility billing data can be visualized in the GIS to show consumption data, usage history, and other field-critical data.

Key Features

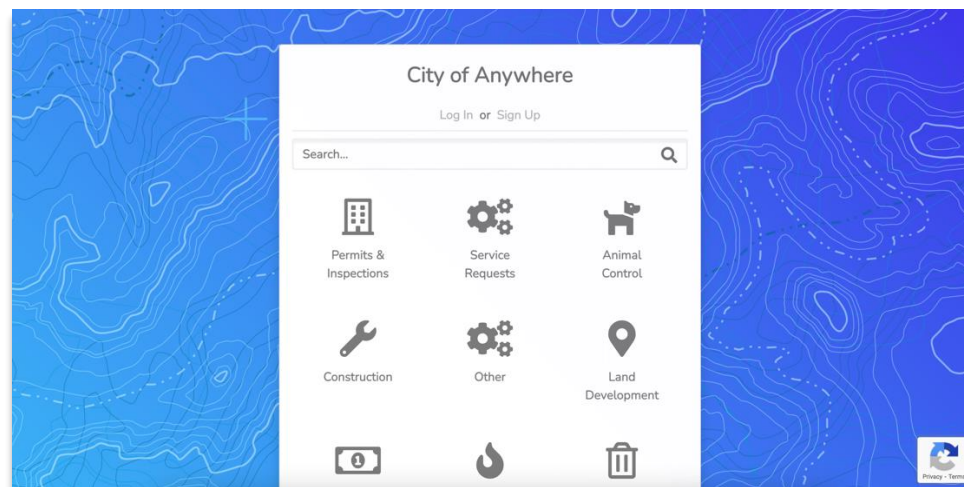
- *Analyze usage and consumption data using GIS then create Service Orders based on utility billing data*
- *Optimize shut off/disconnect routes, meter reads, and more*
- *Perform meter change outs, reads, installations, and more in Elements XS and post the transactions directly to the utility billing application to eliminate double entry*
- *Access up-to-date customer, location, meter, and service information directly from the utility billing application*

Connect: Permitting & Citizen Engagement for Elements XS

Built from the ground up to be fully integrated with Elements XS, *Connect* enables citizens, contractors, and other constituents to interact with your Elements XS deployment in real time.

Using Connect, your constituents can submit applications, pay for services, interact with your support staff and much more - all in a single, integrated portal

Elements XS Connect is a citizen engagement tool to submit applications, pay for services, submit requests, and more.



— WHAT IS CONNECT?

Connect for Elements XS is a powerful constituent engagement platform designed and developed by the same team that built Elements XS. Connect shares the Elements XS database, providing a wholistic, GIS-centric approach to managing outward facing processes that go beyond traditional asset and work management.

— WHY CONNECT?

Competing asset management platforms have purchased third-party permitting solutions and then integrated those technologies with their existing core asset management product. In contrast, Connect was designed and built by Novotx, from the ground up, to share the Elements XS database and offer a seamless user experience. **No other constituent engagement platform on the market offers as tight or seamless of an integration with an asset management platform.**

— WHAT DOES CONNECT DO?

Connect provides an outward facing platform for citizens, contractors, and other constituents to submit applications (including permits), pay for services, report issues, interact with your organization, and more - all in a single, integrated portal.

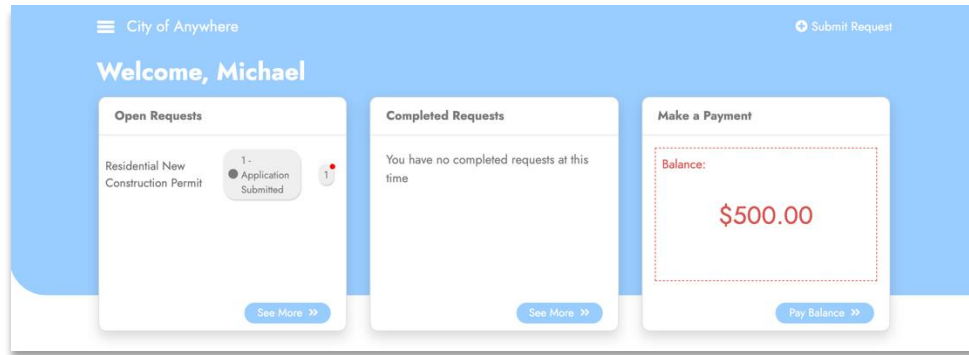
| Connect was designed for organizations to manage:

- **Permits:** Create any type of permit, tailored to your organizational needs. Leverage your GIS to take applications and payments online.
- **Inspections:** Take advantage of modern scheduling tools and streamline processes for completing inspections using mobile devices in the field.
- **Code Enforcement:** Track violations and manage required follow-ups. Auto-trigger follow-up actions based on timelines and other user-defined criteria.
- **Licenses:** Track applications, licenses issued, expirations, and more.
- **Citizen Requests:** Interact and respond to any type of request: potholes, graffiti, animal control, lighting issues, public safety and much more

Key Features

- *Create custom processes and data collection forms using native Elements XS tools to guide applicants through their document submittal processes*
- *Allow citizens to submit applications, requests, and more through mobile devices with no app or client-side installation required*
- *Citizens can manage requests they have submitted and receive notifications when they have been resolved*
- *Citizens and contractors can submit and pay for permits online*

Elements XS Connect is a citizen engagement tool to submit applications, pay for services, submit requests, and more.



— CITIZEN ENGAGEMENT

Elements XS offers tools for citizens to report issues and submit requests online. Requests are then processed in the Elements XS application and citizens can login at any time to view and monitor requests that have been submitted. As requests cycle through Elements XS, the citizen can opt to receive email notifications of status updates and resolutions.

— PERMITTING AND LAND MANAGEMENT

Use Elements XS Connect to submit and pay for permit applications, view completed work requests, receive live updates, and more. Permits are cycled through the Elements XS platform where inspections or other work-related tasks are generated from the request. Leverage ArcGIS mapping features throughout the Connect platform.

— CUSTOM DATA COLLECTION FORMS & PROCESSEES

Connect leverages the innovative data management technology found in Elements XS that allows users to create any custom dataset and associate that information to any number of assets or forms. For example, users can design custom forms with unlimited custom fields per form for items including permits, licenses, inspections, and more. These forms can then be combined with the Elements XS workflow designer to automate business processes and guide the user through unique workflows.

Key Features

- Create your own data collection forms with unlimited custom fields and form layouts
- Associate user-created custom forms to any asset, asset type, Service Order, contractor, vendor, or any other object in Elements XS
- Easily create custom permits, inspections, and other custom forms

— MUNICIPAL & CIVIL OPERATIONS

The dynamic data management tools in Elements XS give users the ability to efficiently manage Building Permits, Inspections, Certificates of Occupancy, and other construction-related items.

Key Features

- *Customers and contractors can submit permit applications online*
- *Notify customers and contractors of status changes and application progress via email or text message in real-time*
- *Monitor interdepartmental approval statuses of each permit application*
- *Manage fees, building valuations, and footage assessments associated with permits and applications*
- *Create configurable inspections based on Permit Application types*
- *Generate permanent and temporary Certificates of Occupancy*
- *Monitor expiration and activity dates for certificates and inspections*
- *Manage contractors, certification levels, identification numbers, and other contractor related data*

— CODE ENFORCEMENT

Elements XS offers the necessary tools to manage and enforce municipal code. Users can manage nuisance calls, code violations, case files, and other code-related items including the ability to:

- Monitor status updates for individual case files
- Set follow-up dates for code violations
- Visualize code violation locations on GIS maps
- Schedule field inspections and reviews
- Manage fees associated with violations and permits
- Allow customers to submit complaints and violation reports via the web

— KEY CONNECT FEATURES

At the heart of Connect is the ability to design custom forms, with unlimited custom data collection fields, and relate those forms to custom processes, guiding constituents through seamless application (and follow up) processes. Whether your constituents are submitting requests for service, permit applications, or land management data, Connect is built for the task.

| Key features of Connect include:

Workflow Technology	Create your own workflows and business processes for individual types of permits without changing application code. Create follow up actions that get triggered by any scenario.
Unlimited Custom Forms, Unlimited Custom Fields	Elements XS includes an innovative data management technology that allows users to create any custom dataset and associate that information to any number of assets. Users can design custom permits, licenses, inspections, and any other type of custom form. These forms can then be combined with the workflow designer to automate business processes and guide users through the processes of managing their unique workflows.
Mobile Friendly	Connect uses the latest HTML5, CSS, and Bootstrap technologies to ensure a mobile friendly experience.
Powerful GIS Integration	Integrate directly with the ArcGIS platform to visualize the data collected, automate processes based on geography, and streamline operations. Integrations with Citizen Problem Reporter by Esri and many other industry standard problem reporters are easily accomplished.
Notifications	Email, in-app, and text notifications. Live dashboards and map-based notifications.
Messaging & Conversation Chat	Send messages (including files) to your constituents and vice-versa using the built-in messaging component.
Documents	Send and receive pdfs, images, docs, and more.
Online Payments	Create invoices and receive payments online.
Scheduling	Calendars, maps, dispatch tools, balance workload.
Reports & Dashboards	Create tabular reports or graphical dashboards to interpret any data collected via Connect. Pre-built reports and dashboards can also be modified to jump-start your reporting requirements.

Key Benefits

- Create your own data collection forms with unlimited custom fields and form layouts
- Associate user-created custom forms to any asset, asset type, Service Order, contractor, vendor, or any other object in Elements XS
- Easily create custom permits, inspections, and other custom forms

GIS-Centric Platform

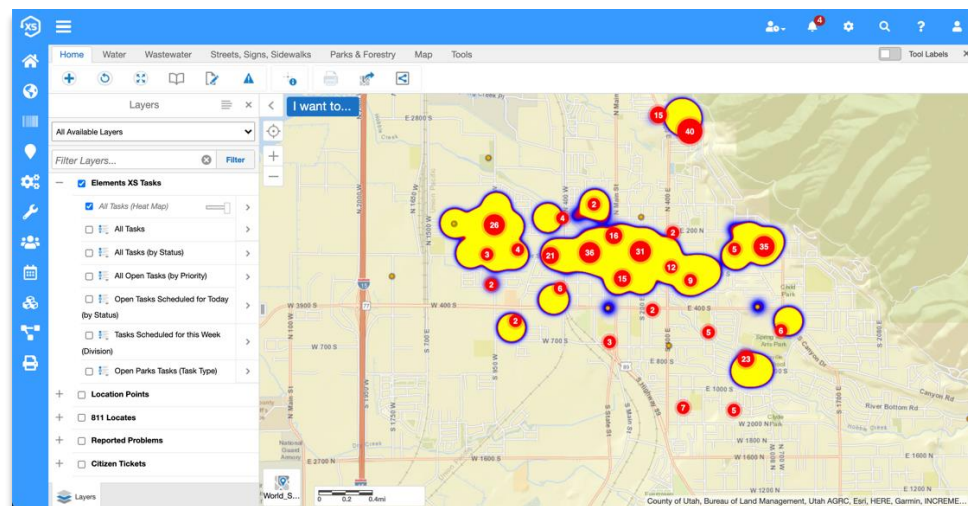
Elements XS interacts directly with map services that have been published via ArcGIS Enterprise and/or ArcGIS Online by Esri.

There are no limits to the number or types of map services that can be utilized. GIS access and read/write permissions are controlled via ArcGIS named user authentication and permissions are controlled at the user level. All interaction with map services is in real-time where the geodatabase is the single, authoritative database for all spatial assets, and no data is copied or synchronized.

ArcGIS identities are fully supported and required for all GIS access. An organization can choose ArcGIS Online or ArcGIS Enterprise as their identity provider and Elements XS, along with connected applications, will authenticate.

Elements XS does not require a specific data model for the ArcGIS integration. Elements XS simply links asset and work management data to the GIS via a user-defined unique identifier for each feature, per feature class. This means data models can evolve and change without adverse impact on the solid, real-time integration between ArcGIS and Elements XS.

All map viewers are built on HTML5 technology and will work on any device in any standard web browser.



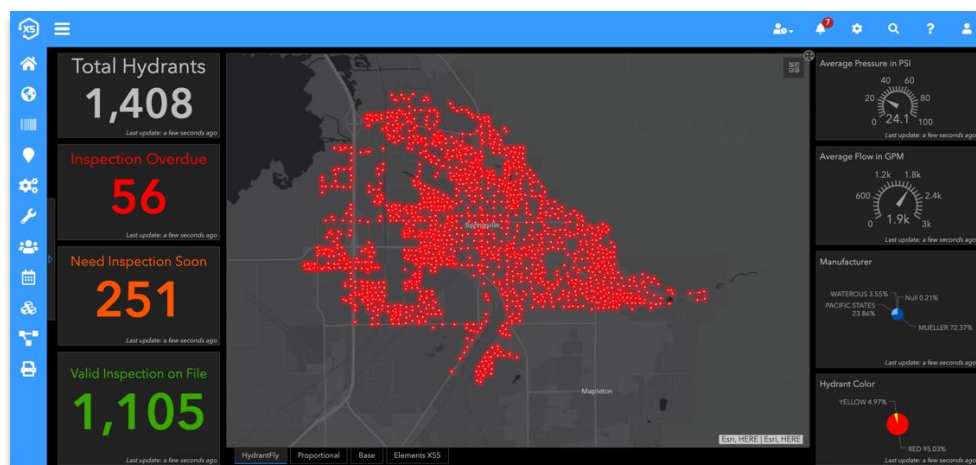
Integrate query layers to graphically represent any data within Elements XS such as locations of work, labor, types of work, job costing details, and more. Use the seamless ArcGIS integration to update feature services directly from Elements XS and/or update Elements XS data from the GIS.

The GIS integration in Elements XS allows users to update feature data directly from Elements XS documents and/or update Elements XS data using GIS feature data to seamlessly share data and provide optimal performance.

Key Features

- Access live GIS data with a direct, real-time integration to ArcGIS platform
- Use your existing GIS without modification
- View Service Order and other asset management data on your GIS maps in real time
- Update GIS data directly from Elements XS documents
- Spatially select individual assets or groups of assets to create Service Orders
- ArcGIS identity fully supported, use ArcGIS Online or ArcGIS Enterprise credentials to view and edit GIS data.

View ArcGIS
Operations Dashboard
and Insights inside
Elements XS.

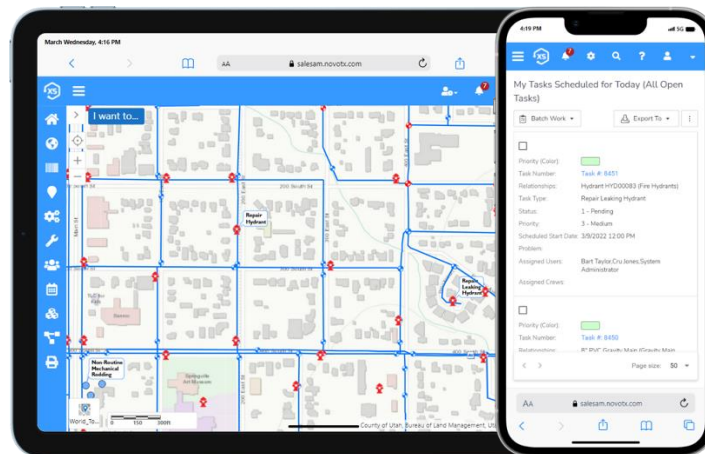


Mobile & Offline Capabilities

Elements XS interacts directly with map services that have been published via ArcGIS Enterprise and/or ArcGIS Online by Esri.

— ADAPTIVE INTERFACE

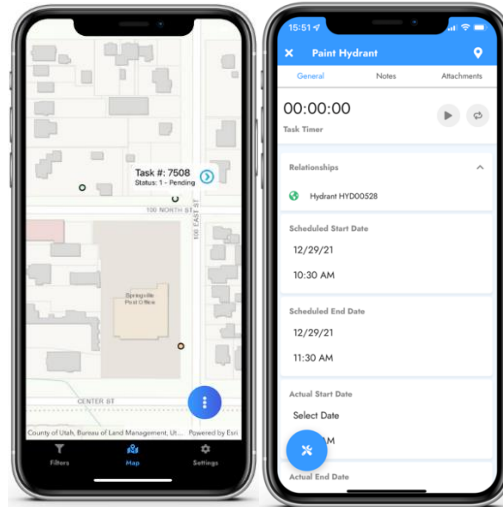
Elements XS was built to be mobile from the ground up. Access the entire application from any device wherever internet connectivity is available. Using the latest HTML5, CSS, and Bootstrap technologies, Elements XS is web-based and works with any standard web browser on any sized device, ensuring a mobile friendly experience.



— NATIVE APP FOR IOS AND ANDROID

No internet connection? No problem. The Elements XS native app for iOS and Android allows users to pull data (including GIS) offline, then synchronize data back to the authoritative datastore when an internet connection becomes available.

Access GIS and complete field-related work tasks offline with the Elements XS native app for iOS and Android.



— OFFLINE CAPABILITIES

Offline capabilities are geared toward doing work in the field. Mobile staff can efficiently create and close inspections, work orders, and similar processes while offline.

Alerts & Notifications

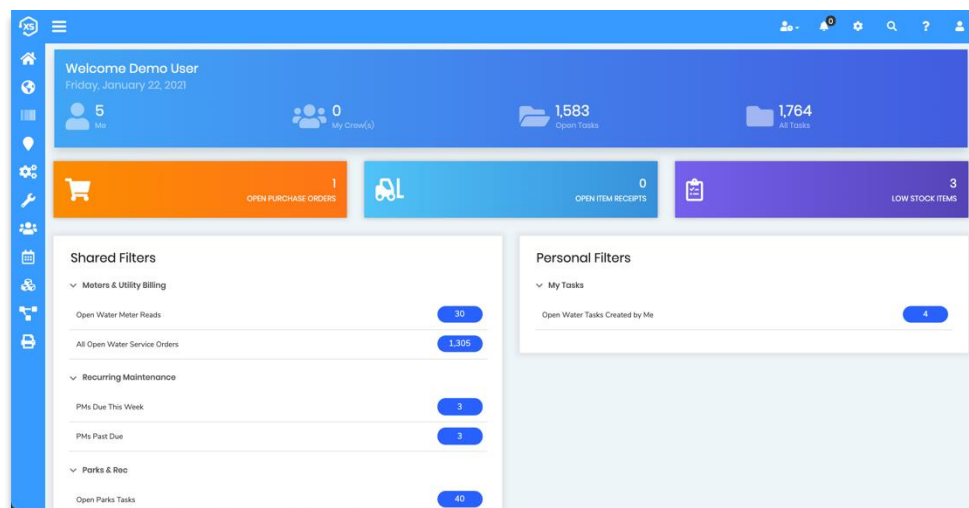
Elements XS includes tools for users to create in-app and email notifications based on any user-defined criteria.

An intuitive Home Page dashboard as well as map-based data views help ensure users are aware of newly added items coming in and provide insight as to how each Service Order Task is cycling through its respective workflow.

Key Features

- Define notifications for any user-defined condition in any area of Elements XS
- Email, email to text, and in-app notifications
- Sample notification scenarios include:
 - Assignment changes and status updates
 - High labor, materials, and/or equipment consumption
 - Low stock levels
 - Past due tasks and maintenance items
 - Asset condition and valuation data
 - Inspection results and scoring data

In-app, email, and text notifications are user-definable and configurable throughout the application.



Non-Spatial Assets

Elements XS allows users to track any asset, even if the asset does not exist in the geodatabase.

Assets within treatment plants, vehicles, equipment, and other assets that are not typically spatial by nature can be managed in Elements XS. Assets can be organized into a user-defined hierarchy based on asset type and other criteria. This allows the users to define depreciation schedules, track routine and preventive maintenance, as well as labor, material, and equipment costs on these assets.

Charts, graphs, and tabular reports can be set up for individual assets or groups of assets. User-definable asset scoring algorithms can score assets based on work performed against them. For example, a new asset may start with a score of 100, decrease the score over time, then increase the score as certain types of work are performed.

Maintenance schedules can be set up to trigger work against an asset using user-definable calendar-based schedules and/or meter-based intervals (ex. runtime hours, mileage, and so on). Track runtime hours on any asset to auto-schedule maintenance activities. Additionally, third-party datasets may be leveraged to trigger maintenance activities.

Key Features

- *Track assets that may not exist in the geodatabase such as equipment, vehicles, and sub-components within a treatment plant or building*
- *Create an asset hierarchy to generate parent/child relationships among assets*
- *Track treatment plant components and assets within any other facility*
- *Track specific asset locations*
- *Track runtime hours*
- *Track using ArcGIS mapping*

- Track assets that may not exist in the geodatabase such as equipment, vehicles, and sub-components within a treatment plant or building.

Service OrderDocumentsActivityPhone CallNoteEmail

41-14-0598 (Pump 001)
Purchase Date: 3/16/2019Purchase Price: \$1,200.00Installation Date: 6/28/2008Expiration Date: 6/28/2026Warranty Expires: 6/28/2008Repair Cost: \$800.00Replacement Cost: \$1,000.00

Asset Details

Manufacturer: IMO PUMP
Serial No.: 98989898989-1
Status: In Service
Asset Type: Pump
Category: Equipment
Location: Water Treatment Plant > Basement > Chemical > R001 Admin Room

GPM

500

(Gallons Per Minute)

RATING

2

(Criticality Rating)

HistoryTransaction HistoryRelated AssetsInterval ReadingsMaintenanceAttachmentsExternal Links

Show: All History

Item	Type	Date	Division	Status	Created By
Weekly Pump Motor PM (Task ID: 2819)	Service Order Task	12/16/2020 11:20:27	Facilities	1 - Pending	System Administrator
Weekly Pump Motor PM (Task ID: 2783)	Service Order Task	12/15/2020 01:35:58	Facilities	5 - Closed	System Administrator

Service Orders

Elements XS goes beyond traditional asset and work management technology by providing users a new set of powerful tools to tailor and customize the application to meet the unique needs of their organizations.

Elements XS simplifies the process of tracking requests and work performed. A Service Order in Elements XS is a single document that allows users to track requests for service as well as track any work that was performed to resolve the requests. Service Orders track labor, material, equipment, and contractor expenses related to each job as well as user-defined custom datasets and other required information to complete a job.

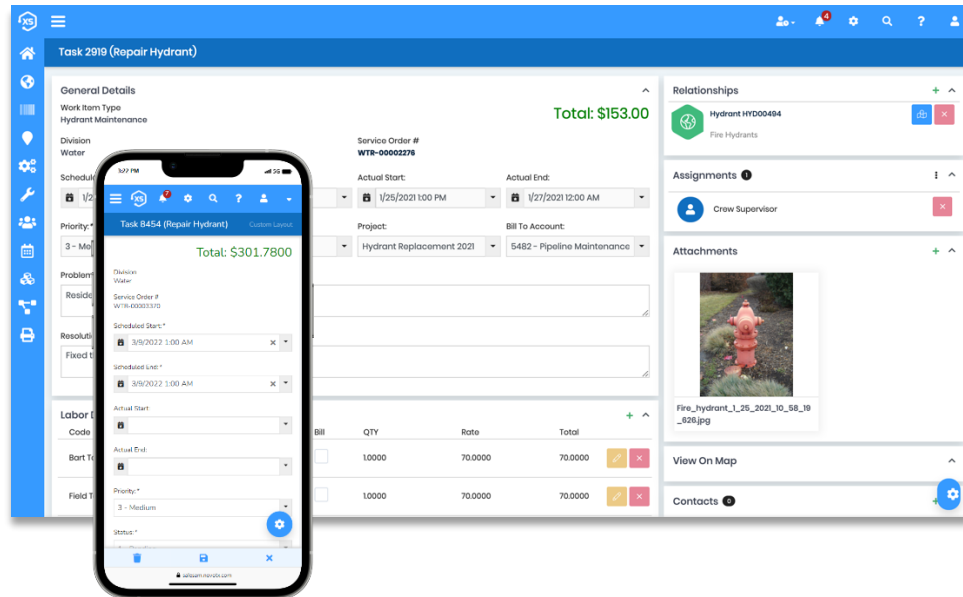
| A Service Order layout includes:

- Scheduled and Actual Start Dates and Times
- Job Status & Priority
- Project and Bill To accounts
- Problem and Resolution Notes
- Service Order Notes
- Customizable Data Collection Forms with Required Fields
- Maps (including support for any native ArcGIS web map)
- Material, Labor, Equipment, and Contractor Details
- Cost details
- Asset Relationships
- Assignments
- Attachments
- Contacts
- Resources
- Related Documents
- Purchase Requisition
- Devices
- Fees
- Interval Reads
- Schedule Follow-up Item
- Share and Print features

Key Features

- *Eliminate confusion stemming from which type(s) of documents should be created under different scenarios*
- *Reduce training time by simplifying terminology and reducing the number of processes to learn*
- *Improve consistency across users and departments*

The unique Service Order concept in Elements XS reduces the learning curve and provides in-depth data for reporting.



— ASSET RELATIONSHIPS

Associate a single Service Order with any combination of GIS assets, non-spatial assets, and other objects within Elements XS to ensure each Service Order and its related Tasks are associated to the correct asset(s).

— LABOR, MATERIAL, EQUIPMENT, & CONTRACTOR EXPENSES

All Service Order Tasks provide the ability to track associated labor, material, equipment, and contractor expenses. Material stock levels are auto-managed based on consumption and user permissions define which users can utilize inventory from designated inventory storage locations. Each line item is associated with an account code for financial reconciliation and reporting purposes. Date of usage and the inventory storage location from which the material was consumed are also tracked.

Key Features

- Track personnel, equipment, materials, and outside personnel time (contractors) on any job or request
- Create user-defined labor rates with associate account codes to assist with estimating costs, tracking overtime, and other rate variances
- Real-time inventory stock level control and user-definable alerts for low stock levels
- Link materials, labor, equipment, and contractor details to accounting and other financial applications

Track labor, material, equipment, and contractor costs on any job.

Labor Details						+ ^
Code	Description	Bill	QTY	Rate	Total	
Bart Taylor	Bart Taylor	☐	1.0000	70.0000	70.0000	 
Field Technician	Field Technician	☐	1.0000	70.0000	70.0000	 
						\$140
Material Details						+ ^
Item ID	Description	Bill	QTY	Rate	Total	
1260 Oring 992444	Oring	☒	1.0000	6.6000	6.6000	 
1650 Flange 854-010	Flange VS S PVC Plastic Ring Sch...	☒	1.0000	6.8000	6.8000	 
						\$13.4

— JOB STATUS & PRIORITY

Statuses and priorities are user definable and can be used to trigger follow up events and auto-route work to appropriate personnel.

Key Features

- Reduce the learning curve by allowing users to define their own job statuses and priority levels
- Auto-generate follow up actions and employee assignments based on user-defined Status and/or Priority scenarios

— SCHEDULED VS. ACTUAL DATES

Elements XS tracks scheduled dates for all Service Order Tasks as well as actual completion dates to assist with analyzing performance metrics.

— ASSIGNMENTS

Service Order Tasks in Elements XS can be assigned to any combination of individual users, crews (pre-defined groups of users), and/or contractors. Assignments can be auto-generated based on the type of work, geography, or any other user-defined criteria.

Key Features

- Assign work to multiple individuals at once to streamline operations
- Assign work to contractors and allow contractors to log in and view work assigned to them
- Auto-generate work assignments based on geography, type of work, staff availability, or other user-defined scenarios

— CUSTOMIZABLE DATA COLLECTION FORMS WITH REQUIRED FIELDS

Each type of Service Order Task can have a unique set of user-defined custom data with an associated data collection form, allowing users to define required fields and collect all necessary information for a specific job type.

Key Features

- Create your own data collection forms with unlimited custom fields and form layouts
- Define required fields
- Add sliders, pull down menus, checkboxes, date selectors, and any other industry standard HTML5 controls to custom forms
- Perform calculations

Unlimited custom fields and form layouts. Fields can trigger follow-up tasks.

The screenshot shows a web-based form titled 'Hydrant Flow Test'. The form has a blue header bar with the title. Below the header, there are several input fields arranged in a grid. The first section contains fields for 'Test Date', 'Test Time', 'Name of Tester', and 'Company Name'. The second section contains fields for 'Contact Phone' and 'Email'. Below these is a section titled 'Test Information' which contains fields for 'Static Pressure', 'Residual Pressure', 'Coefficient', 'Flush Time', 'Pilot PSI', 'GPM', 'Flow at 20 PSI', and 'Gallons Used'. Each field is represented by a white rectangular input box with a light gray border.

— INVENTORY KITS

Elements XS includes unique Inventory Kits which consist of pre-defined groups of inventory items. These items are defined by the type of task being performed and give users the ability to quickly add inventory items to any job being performed.

Key Features

- *Reduce the time required to add labor, materials, and equipment in the field by quickly adding multiple items at once*
- *Improve accuracy by pre-defining which inventory items should be used in certain scenarios and auto-populating Service Order Tasks with this information*

— ATTACHMENTS

Users can attach images, MS Office documents, PDFs, videos, and many other file formats to Service Orders and Service Order Tasks.

— RESOURCE ALLOCATION & MANAGEMENT

Each Service Order Task allows users to allocate required resources for the job. Users can use the resource manager to avoid double booking equipment and ensure all required resources are available to complete the job.

— RELATED DOCUMENTS

The Related Documents feature in Elements XS allows users to link any record within the system to any other record in order to properly document work history and other data. For example, a Service Order to flush a fire hydrant may be linked to a Phone Call record from a customer.

— BILLABLE SERVICES

Invoices can be generated within Elements XS and emailed directly to a Contractor or Customer, facilitating a way to manage work that has been billed and payments that have been received.

Mapping Interface

Elements XS offers multiple options for GIS interfaces, including any native ArcGIS web map or 3D web scene, as well as a seamless integration with Geocortex Essentials by Vertigis.

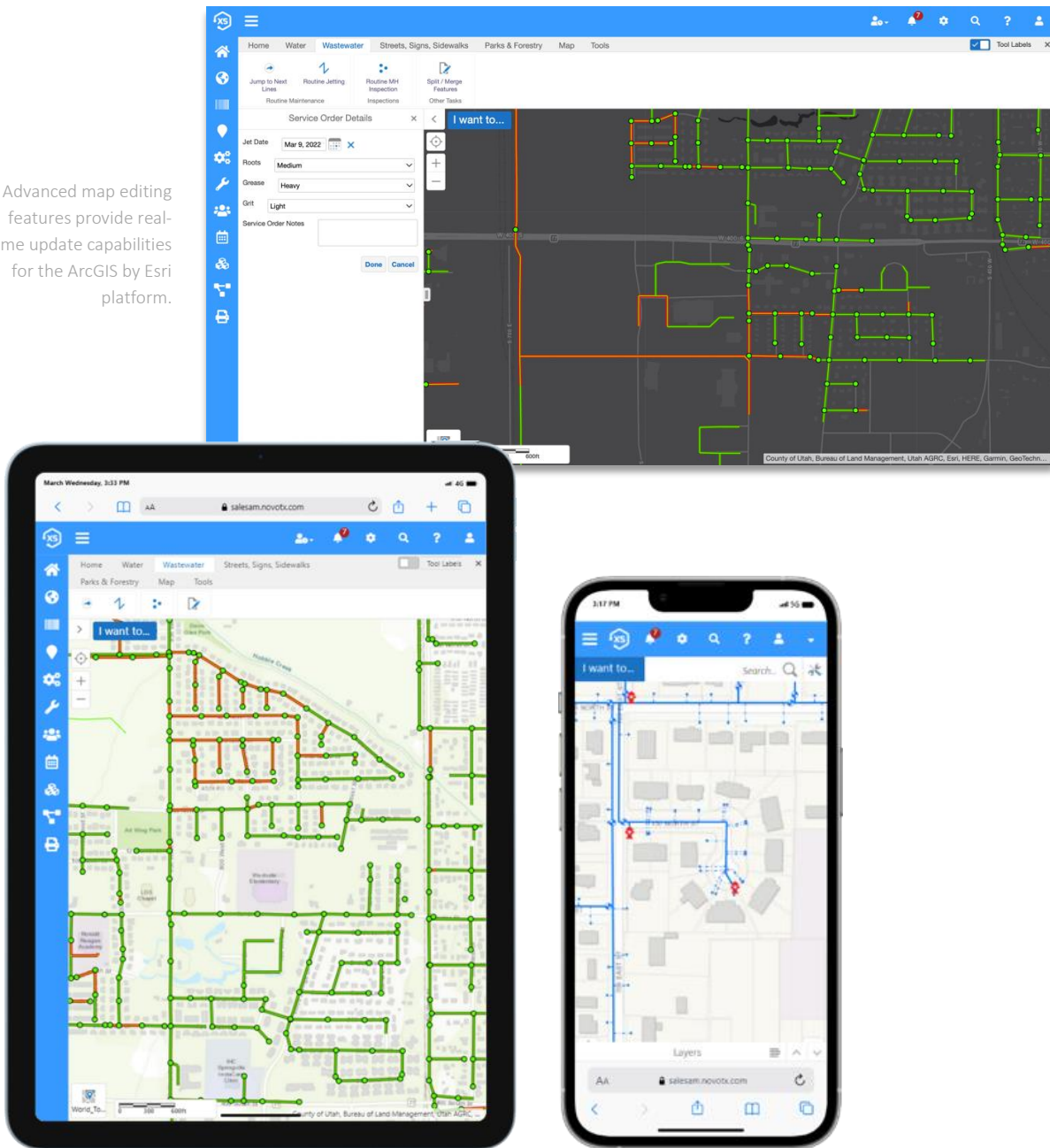
These options provide the most flexibility and best performing web map viewers on the market, tailored to the unique needs of individual users throughout an organization. Symbology created in ArcGIS is automatically rendered in Elements XS along with viewing Service Orders, Inspections, and any other relevant information.

| Standard map tools include:

- **Zooming** Zoom in and out, Initial View, and Full Extent
- **Bookmarks** Save map location
- **Identify** Find out about a location on the map
- **Export** Save a map as an image or a PDF
- **Share** Share the map for email or social media
- **Query** Find data on the map with conditions
- **Selection** Select assets or Service Orders on the map
- **Redlining** Add a point, line, or make edits
- **Measure** Identify distance and area
- **Custom Workflows** Build and display custom workflows for different users
- Report GIS Issue Workflow
- Add New Project Workflow
- **Filter Layers** Show the layers that are important
- **Base Map** Change to a different base map
- **Layers** Display GIS layers and change order
- **Legend** Display and change the order of how layers are listed on the map
- **Geolocation** find me, track me, and follow me
- **Search** Asset ID, location, Service Orders, and more
- **Reporting** Map-based reports with different graphing options
- **Plot Coordinates** Add geolocation
- **Create New Feature** Add GIS features
- **Heat Maps** Display groupings of data
- **Time Slider** Visualize data over time
- **Split Line** Transfer data to one or both segments

Map features can be tailored per user or groups of users. GIS edit features can be hidden for users that do not have editing rights. Workflows and GIS layers for one department can be hidden for other departments. All features can be displayed for administrators and managers.

Advanced map editing features provide real-time update capabilities for the ArcGIS by Esri platform.



Routine & Preventive Maintenance Scheduling

Elements XS includes tools to define maintenance schedules and auto-generate recurring events based on dates, hours, mileage, consumption, and other user-definable metrics.

Processes can be streamlined using the GIS interface, allowing users to define custom workflows to quickly perform inspections and maintenance items without leaving the map. The GIS can be used to optimize maintenance routes and indicate the sequence in which work should be performed. These tools can be combined with the workflow designer to auto-generate follow-up tasks and status notifications for other system users across multiple departments based on information collected during these routine maintenance activities.

Key Features

- *Track preventive and recurring maintenance on any asset*
- *Integrate maintenance schedules with GIS to view what's been done and what needs to be done next*
- *User-definable maintenance schedules based on dates or any other metric (mileage, hours, consumption, and more)*
- *Auto-generate the next maintenance activity on the appropriate schedule when the current maintenance activity is complete*
- *Set custom parameters so future maintenance activities are scheduled based on user-defined criteria (for example, if the asset is new inspect it again in 12 months - if the asset is getting old inspect it again in 3 months)*

Contractor & Vendor Management

Elements XS provides tools to assign work to contractors and other outside users. Outside users can then log in to view work assigned to them and complete their work without having access to any other internal information.

Key Features

- *Track work that has been completed by individual contractors*
- *Allow contractors to log their work and track time in Elements XS*
- *See which work is assigned to contractors and monitor the status of contractor projects*

Inventory Management

The Elements XS Inventory Workspace is included with every Elements XS deployment and includes tools to manage materials, stock levels, and equipment across multiple warehouses and storage locations.

Key Features

- Provides a dedicated interface for inventory management
- Manage materials, stock levels, vendors, purchasing, and receiving
- Track purchasing and receiving details for consumable materials as well as fixed assets

Dedicated interface for inventory management

The screenshot displays the '1260 Pipe 735-1647 (Rep Pipe)' item page. It features a sidebar with navigation icons and a main content area with several tabs: 'Units in Stock (\$0.0000)', 'Units On Order (0)', 'Vendor Part Numbers', 'Transaction History', and 'Attachments'. The 'Units in Stock' tab is active, showing a table with two rows: 'Water Treatment Plant' with 34,000 units and 'Streets Vehicles -> Vehicle 1' with 25,000 units. Above the table, there are four detail panels: 'Item Details' (Material ID: 1260 Pipe 735-1647, Material Title: Rep Pipe, Category: Abrasive, Inventory Type: INVENTORY), 'Purchase Details' (Purchase Item: Yes, Purchase Description: Rep Pipe, Purchase Price: \$7,2900, Expense Account: 1250, Preferred Vendor:), 'Sales Details' (Sell Item: Yes, Sales Description: Rep Pipe, Sales Price: \$7,2900, Income Account: 4020), and 'Miscellaneous Details' (COGS Account: 3010, Barcode: , Reorder Amount: 200, Low Stock Level: 50, Max Stock Level: 0, Active: Yes).

The Inventory Workspace includes the following:

- **Stock Level Management** Track stock levels at multiple locations for each inventory item and quickly locate which items are low in stock.
- **Materials** Details on material items include ID, title, category, type, price, description, expense account, vendors, COGS account, Barcodes, Reorder amount, low stock level amount, max stock level, availability, and stock levels.
- **Material Storage Locations** Create a storage hierarchy with unlimited tiers to track where individual inventory items are stored - for example, a part may be at *Warehouse A > Level 1 > Aisle 1a > Shelf 3 > Bin 1*. User permissions determine which users can access materials from specific

inventory locations in order to ensure users are not consuming materials that they do not have access to.

- **Materials Pricing** When consumed on a Service Order Task, each inventory item in Elements XS can be set to reference a fixed sell price, weighted average, most recent price paid, or most recent price paid plus a defined markup percentage.
- **Vendor Management** Elements XS includes tools to track vendors and associated contacts for each vendor. Multiple vendor part numbers can be tracked for each inventory item to help track which vendors historically provide the best prices for individual inventory items.
- **Purchasing & Receiving** Create Purchase Orders and Item Receipts to track which parts have been ordered and which parts have not yet been received. When parts are received, stock levels are automatically adjusted and as materials are consumed on Service Order Tasks, the stock levels for these materials are adjusted accordingly.

Use the Purchase Orders to order services from vendors and contractors and track which services have been paid for.

- **Purchase Orders** A Purchase Order indicates that inventory parts have been ordered. Key information collected on a Purchase Order includes the date the order was placed, who placed the order, which parts were ordered, how many of each part were ordered, the vendor from whom the parts were ordered, vendor contact information, expected delivery date, and the inventory location to which the parts should be shipped.

Purchase Orders remain Open until all parts on the order have been received using an Item Receipt. This provides a system of checks and balances to ensure all orders are accurately fulfilled and prevents vendors from sending (and billing for) too many or too few parts. Elements XS also provides the ability to associate multiple Item Receipts with a single Purchase Order to effectively manage partial shipments.

- **Item Receipts** Item Receipts increase stock levels and are created when shipments are received. When inventory items are received at a warehouse using an Item Receipt, the quantity of the specified inventory items on hand at an inventory location are increased by the quantities indicated on the Item Receipt.

Key information tracked on an Item Receipt includes the date the parts were received, who received the parts, the location where the parts were received, delivery method, a list of the parts that were received, and the quantity of each part that was received. Item Receipts remain “Open” until a Vendor Bill or Invoice has been input for the parts received. User permissions in Elements XS determine who can create, modify, and delete Item Receipts.

- **Vendor Bills** Vendor Bills are used to determine how much money is paid for inventory parts that have been received. After inventory parts have been received using an Item Receipt, a Vendor Bill is created. Information on the Vendor Bill includes the vendor invoice number and the prices paid for each inventory item that was received into inventory.

Once a Vendor Bill has been associated with an Item Receipt, the inventory receiving process has been fulfilled.

- **Invoices** Invoices are generated to reduce inventory stock levels and track the cost of inventory parts going out, using whichever inventory valuation method is preferred (FIFO, LIFO, Weighted Average). Key information tracked on an Invoice includes the date the inventory parts were used, the quantities of inventory parts used, how the parts were used, and the price paid for each of the parts that were used.

Invoices are automatically generated whenever inventory parts are used on a Service Order. Invoices can also be manually generated to reduce stock levels when items are depleted from inventory without using Service Orders.

- **Transfer Inventory Items** A dedicated interface for easily transferring materials between different warehouses. Barcodes and QR codes are supported using features of the device.
- **Inventory Audit Worksheets** generate spreadsheets to be printed, make changes, and import back into Elements XS to update quantities and other details.

Manage Purchase Orders, Low-stock levels, Transfers, and much more.

Purchase Order No.: PO-00000005

General Details

Division:*
Water (Utilities & Public Works)

Vendor:*
My Contractor

Ship to Location:*
Water Treatment Plant

Purchase Order Date:
3/18/2021 12:35 PM

Expected Delivery Date:
[Calendar Icon]

Status:*
In progress

Project:
[Dropdown]

Ship Method:
[Dropdown]

Terms:
[Dropdown]

Contact:
[Text Field]

Contact Phone:
[Text Field]

Task No.:
[Text Field]

Approved:
[Toggle Switch]

Approved By:
N/A

Approved Date:
N/A

Pricing

Discount: 0 %
Shipping: 0
Tax: 0 %
Pre-Tax Total: \$0.0000

TOTAL
\$0.0000
Tax Included

Notes

Vendor Notes:
[Text Area]

Internal Notes:
[Text Area]

Buttons: Delete, Receive Inventory, Save, Save & Close, Cancel

Phone Calls & Activities

Use Elements XS to track incoming phone calls and related customer information.

Add activities to the Calendar to schedule appointments and other events, then keep your customers updated when work has been completed. All information from phone calls can be accessed directly from the Service Order to reduce the number of clicks (and screens) for field technicians.

Key Features

- View locations of callers and phone call logs on GIS maps
- Route phone calls to appropriate departments or individuals
- Use the workflow designer to configure question and answer walkthroughs to help call takers accurately diagnose potential problems and dispatch appropriate personnel

Track phone calls, emails, and other activities using Elements XS.

The screenshot shows a mobile application interface for a 'Phone Call' entry. The form is titled 'Phone Call' and contains the following fields:

- Title:** Pothole Complaint
- Division:** Streets
- Start Time:** 1/25/2021 1:33 PM
- End Time:** 1/25/2021 1:48 PM
- Category:** Customer Request
- Phone Number:** (555) 555-5555
- Call Direction:** Incoming

The interface includes a top navigation bar with a menu icon, a search icon, and a user profile icon. A bottom navigation bar contains icons for a trash can, a calendar, and a close button.

— EMAIL TRACKING

Elements XS also allows users to send outgoing emails directly from the app and relate those emails to assets to track communication with customers, contractors, and other contacts.

Project Management

The Elements XS Project Management Workspace was designed to create and manage projects, relate work to those projects, and track actual vs. estimated project costs.

Maintenance, Service Orders, Inspections, and other work-related tasks can be identified under a project and a dedicated dashboard can track the progress. Projects can also have the ability for subprojects to be contained within the master project. Report on individual or groups of projects, track estimated versus actual costs, and more.

Each Project shows Estimated and Actual Start Date, Estimated and Actual Completion Date, percentage until completion, Task Number, Task Type, Status, Scheduled Start Date, Total Costs, Bill to Accounts, Members with editing privileges, and additional notes.

Key Features

- Track Estimated versus Actual project costs
- Track percentage of completion
- Organize all related work into a single project
- Report on individual projects or groups of projects

Report on individual or groups of projects, tracking estimated versus actual costs

The screenshot shows the '2020 Hydrant Pumping' project page. At the top right, it displays 'Estimated Cost: \$90,000.00' and 'Actual Cost: \$2,250.78'. Below this, the 'Project Details' section shows a progress bar at 87% completion. The 'History' tab is active, showing a table of tasks.

Task Number	Task Type	Status	Scheduled Start Date	Total
Project: 2020 Hydrant Pumping				
Bill to Account:				
Task #: 2571	Repair Hydrant	4 - Ready for Review	11/18/2020	375.00000000
Task #: 2290	Hydrant Pumping	5 - Complete	10/2/2020	230.00000000
Task #: 2116	Paint Hydrant	5 - Complete	9/24/2020	480.00000000
Task #: 2067	Paint Hydrant	4 - Ready for Review	9/14/2020	395.00000000

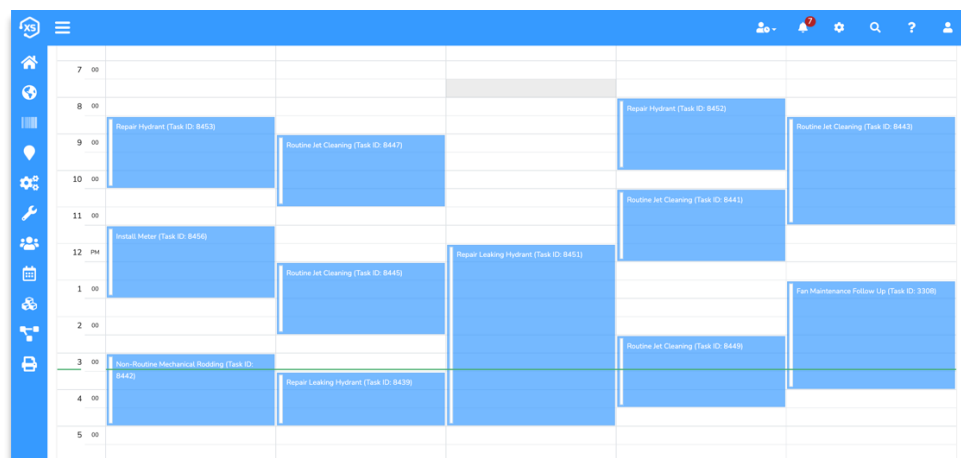
Scheduling & Dispatch

The integrated calendars in Elements XS display Service Order information as well as user-defined documents such as permits, licenses, inspections, and more. Simply click on an event to open the related record and view additional information.

— MY CALENDAR

An overview calendar that shows the daily, weekly, and monthly work of assignments. Users can select their work from the calendar and view their tasks for increased efficiency. The default calendar can also be viewed in Timeline and Agenda display.

User can view their Day, Week, and Month in calendar format



— RESOURCE MANAGEMENT

The integrated resource management calendar in Elements XS illustrates time slots scheduled for employees and resources such as equipment. This interface provides quick access for employee and resource scheduling to optimize field operations.

— TIMESHEETS

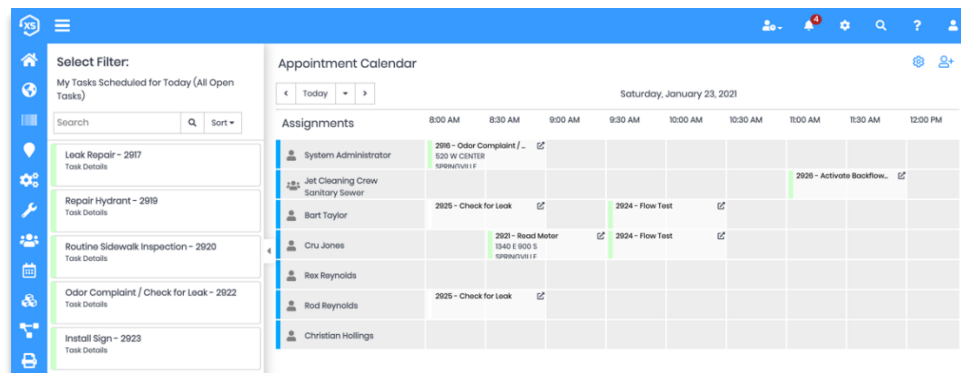
Elements XS offers the ability to track time for individual users across multiple departments and divisions across multiple types of work. User time allocation can be distributed appropriately based on the type of

work and general ledger account details. Elements XS also offers the ability to track time unrelated to Service Orders using our unique timesheet feature. User time details can be integrated with third party time keeping and financial applications for additional functionality.

— APPOINTMENT CALENDAR

A time slot calendar to schedule Service Orders, Inspections, and other work management tasks for employees, crews, or contractors. Drag-and-drop calendar features allow a user to assign work and resources quickly and easily.

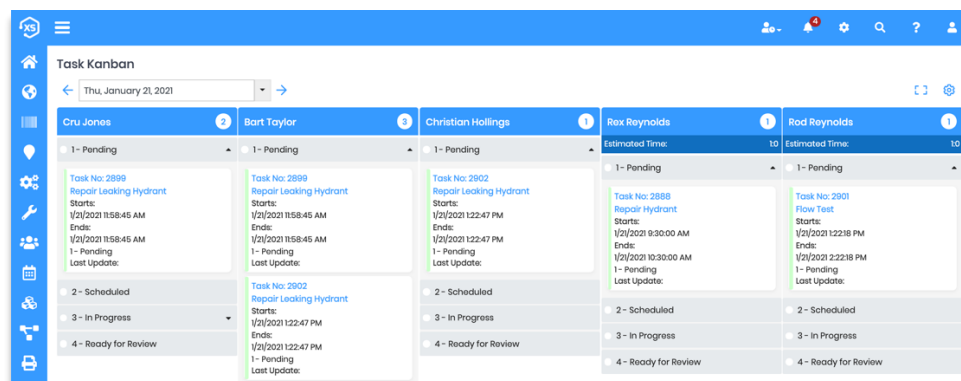
Schedule work using
time slots in easy-to-use
Appointment Calendar



— DISPATCH CALENDAR

The Dispatch Calendar in Elements XS is designed to quickly visualize which tasks are currently assigned to individual users and help dispatchers balance the workload. Users can quickly reassign work using drag-and-drop technology to ensure high priority tasks are being addressed. This calendar also illustrates the currently allocated workload for each user, helping to streamline and balance work distribution processes.

Visualize distribution of
work and make quick
changes using drop-
and-drag technology



Fleet Management

Elements XS includes tools to manage vehicles and equipment.

Perform routine services on vehicles as well as track mileage and hours usage for each piece of equipment. Instantly view vehicles and equipment that have service due and track labor, material, and equipment costs for each piece of equipment.

Key Features

- *Trigger vehicle maintenance based on fuel consumption or other criteria*
- *Track Warranties and Depreciation*
- *Track Repair Cost versus Replacement Cost*

Track data including Purchase Date, Purchase Price, Installation Date, Expiration Date, Warranty expiration, Repair costs, Replacement costs, Manufacturer, Serial number, VIN, Asset Type, Asset Category, Location, Depreciation, Mileage, Age, Acquired Date, CPI, Cash value, Expected useful life, and more.

Maintenance schedules can be set up to trigger work against a vehicle once it has reached user-defined thresholds. Track mileage intervals to auto-schedule maintenance activities based on user-definable criteria. Mileage and other data from third-party fleet applications can also be leveraged to automatically trigger maintenance and other activities.

Charts, graphs, and tabular reports can be set up for any fleet assets. User-definable asset scoring can be used to score vehicles and equipment. For example, a new vehicle may start with a score of 100 but as maintenance activities are performed or mileage is accrued, the score for the vehicle may increase or decrease based on user-definable scoring criteria.

Facilities & Treatment Plant Management

Elements XS allows organizations to structure their vertical assets in a hierarchy for easier reference.

A multi-level view of assets will allow the user to drill down from root level to a granular location. Elements XS does not limit the number of hierarchy levels, or tiers, created by an organization. Develop a vertical hierarchy of parent/child relationships among locations and identify the assets available within those areas to be worked on.

Key Features

- *Create an asset hierarchy to generate parent/child relationships among assets*
- *Track treatment plant components*
- *Track specific asset locations*
- *Track runtime hours to trigger maintenance*

Maintenance schedules can be set up to trigger work against a facility asset once it has reached user-defined thresholds. Track runtime hours on assets and have them automatically schedule maintenance activities. Take in third-party data for runtime hours and automatically trigger maintenance activities.

Charts, graphs, and tabular reports can be set up for individual assets or groups of assets within a facility. User-definable asset scoring can be used to score assets based on work performed against them. A new asset may start with a score of 100 but as work is performed on the asset and as the asset ages, the score will increase or decrease appropriately.

In addition to setting up hierarchies of related non-spatial tables, Elements XS supports the use of GIS based indoor diagrams to locate map-based non-spatial assets and perform tasks against them.

Users can leverage the GIS by selecting a facility from the map then viewing all assets that reside in the designated geographic location.

Asset Management

Elements XS has robust tools to help identify where problems are occurring and when work should to be scheduled.

By incorporating various asset management tools, organizations will have more data to make better decisions, be proactive rather than reactive, and help to support Service Level Commitments for customers.

External data, such as GIS, can be integrated with Elements XS to bring in asset condition and risk factors. Users then have the flexibility to configure weights and factors (scoring algorithms) in Elements XS that coincide with the local environment for a more accurate representation of conditions. By incorporating external and internal data, the Elements XS reporting features allow for CIP and other budget forecasting.

— ASSET CONDITION ASSESSMENT

Generate asset condition scores based on maintenance data together with feature class data such as age, material, and other factors affecting the life expectancy of an asset. Users can configure their own rating from inspections or use condition data collected with third-party apps such as Survey123 and others.

Use Elements XS to analyze this data and auto-generate maintenance activities for all assets that fall within user-defined condition scoring parameters. View reports and dashboards that show how asset conditions have changed over time. Use GIS to visualize assets with distinct colors and their corresponding conditions.

— MAINTENANCE SCORING

Use Elements XS to generate a maintenance score each time maintenance is performed on an asset. View maintenance scoring trends over time and auto-generate activity based on maintenance scores. A new asset may receive a score of 100 but over time the score is updated based on user-definable factors including age, types and quantity of work performed, and more.

Quickly find all assets where the latest maintenance score is poor and auto-generate Service Orders for these assets. Update poor asset score ratings as Service Orders are completed.

— CAPITAL IMPROVEMENT PLANNING & BUDGETING

All assets within Elements XS can be scored and ranked to prioritize infrastructure maintenance and determine estimated costs to replace or repair assets. Plan for future operational costs by combining asset scoring and condition data with life expectancy to prioritize work. Take advantage of pre-built asset condition and scoring models utilized by similar organizations when no asset scoring modeling exists.

Key Features

- *Prioritize which assets need attention*
- *Generate tabular and spatial reports to show consequence of failure*
- *Prioritize work by assigning weight factors to each asset or asset type*
- *Show on map which assets need replacing and the associated cost to repair or replace*

— ASSET DEPRECIATION & VALUATION

Elements XS is an open framework that can adhere to any federal, state, local, or industry standards including reporting tools to assist with GASB and PSAB requirements. Use Elements XS to view which assets are nearing the end of their lifecycle and estimated repair / replacement costs for these assets.

Key Features

- *View current value and replacement cost for any asset or group of assets*
- *Define custom depreciation schedules based on asset type*
- *Spatially locate assets that meet user-defined depreciation or valuation criteria and create batch Service Orders against these assets*

— PAVEMENT MANAGEMENT

Service Order tasks and inspections are created and maintained in Elements XS, details on Street assets are contained in the geodatabase. Combined with asset scoring data this information is used to calculate the PCI (Pavement Condition Index), perform pavement analysis, and utilize past pavement work histories to predict future pavement conditions.

Results from pavement analysis can be used to schedule and track the suggested work tasks. PCI, last construction date, current surface type and other key details can be shared with the geodatabase.

Reports & Dashboards

Elements XS includes many pre-built reports to track information common to the majority of Elements XS customers.

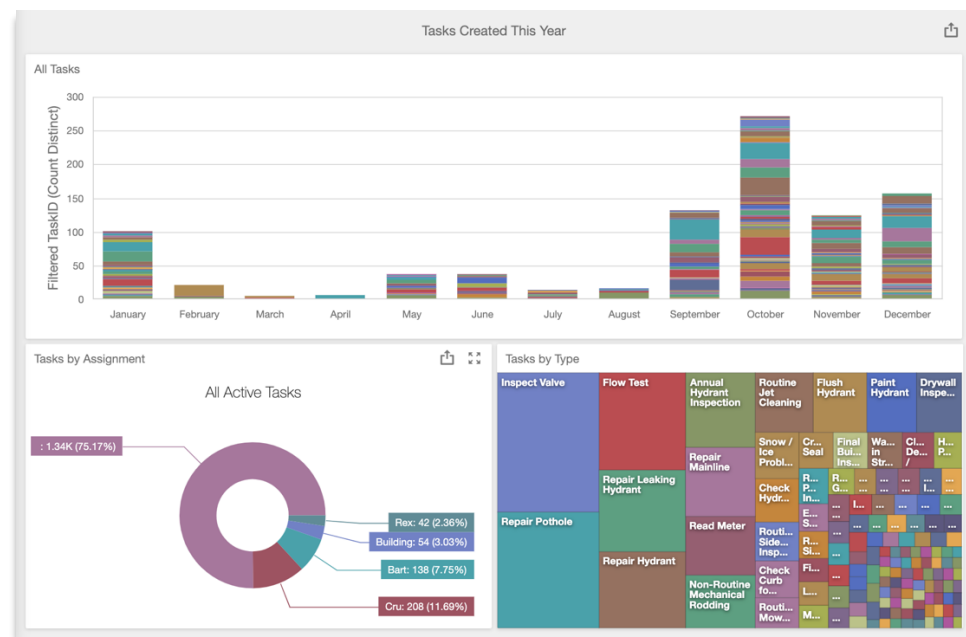
All reports can be modified to suit the individual needs of an organization using the included reporting tools. Elements XS includes a report designer to generate tabular reports, an analytics designer to generate dashboards, and tools to generate spatial reports that are seamlessly integrated with your GIS. Elements XS also utilizes an open Microsoft SQL database so any other reporting engine can also be used if desired.

| All reports can also be exported to Excel, PDF, HTML, Text, CSV, Rtf, and image.

Key Features

- Create tabular reports, dashboards, and map-based reports
- Use pre-built reports to quickly access common reports
- Modify existing report templates or build new reports using the included designers
- All reports are integrated with the Analytics Workspace to provide administrators quick access to live reporting data

Create tabular reports and dashboards to visualize any data collected in Elements XS, which may then be integrated with Insights for ArcGIS to leverage your GIS.

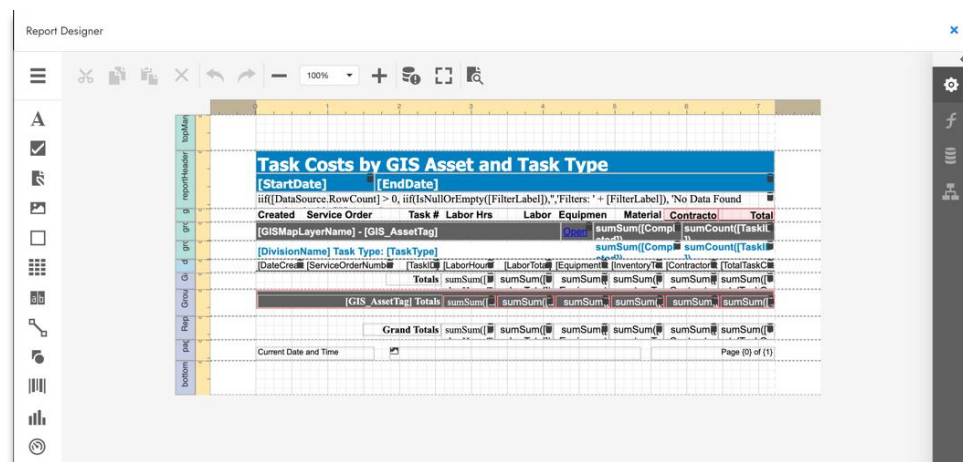


— REPORT DESIGNER

The Elements XS Report Designer is included with every Elements XS deployment that allows users to connect to the Elements XS SQL database to modify existing report templates or generate new reports. The drag-and-drop interface provides industry standard reporting functionality as well as tools for charts, graphs, and more.

Data from external sources can be referenced and reported on inside of the Report Designer. Referencing data or tables for reporting helps in accessing information from legacy databases without the cost of complex migrations. Exporting data from Elements XS Reports and sending out to third party systems can be accomplished through an integration or automatic file share.

Use the included Report Designer to create tabular reports and dashboards to visualize any data collected in Elements XS

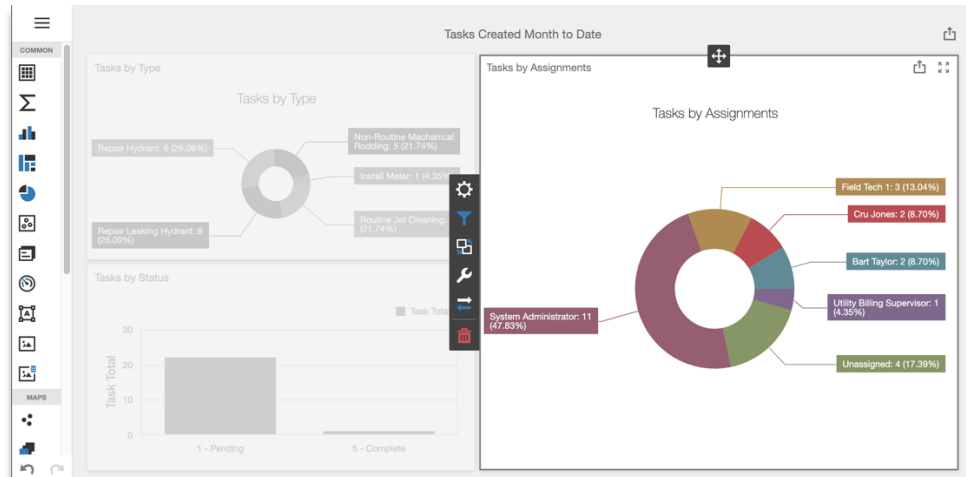


— ANALYTICS DESIGNER

The Analytics Designer is also included with every Elements XS deployment. This designer allows users to create dashboards based on any data collected in Elements XS. Pre-built dashboards can be modified to suit specific needs of an organization or users can create new dashboards based on pre-built SQL views designed to provide quick access to the most used data in Elements XS.

Dashboards provide a live visual for managers and stake holders to understand how work is being performed in the system and helps to support high-level decision-making. Examples of common analytic dashboards include companywide performance, open statuses, costs by month, performance compared to previous years or months, phone call volume, request volumes, most expensive assets, most expensive types of work, and more.

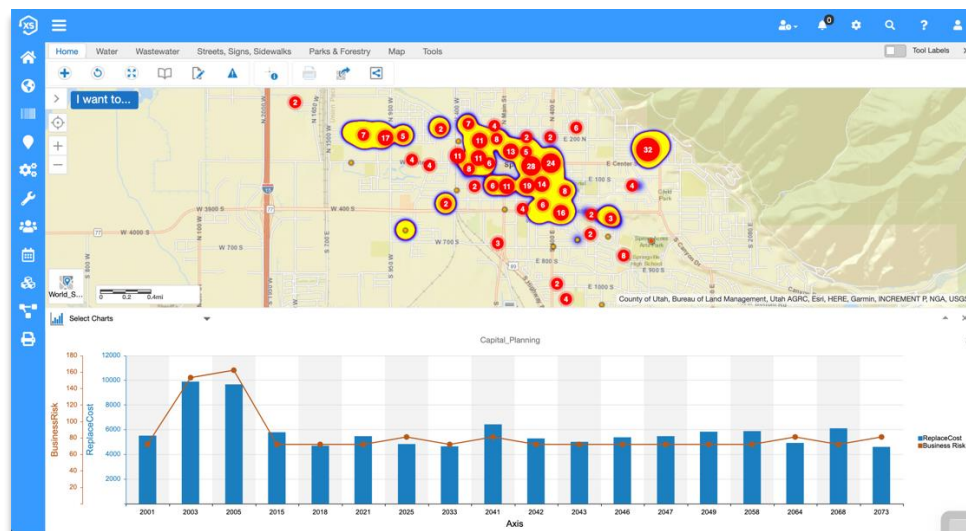
Use the included Report Designer to create tabular reports and dashboards to visualize any data collected in Elements XS



— MAP BASED REPORTING

A picture is worth a thousand words - use your GIS to display areas with high concentrations of labor, work, or other user-defined criteria. Access labor, equipment, and materials usage and analyze asset conditions from the map. Spatially view data from any report or dashboard in Elements XS. Configure your own map-based reports with charts and graphs. Save and export results into standard file sharing formats.

Use the included tools to integrate charts and graphs with your asset management data or integrate with ArcGIS Dashboards by Esri.



— TIME AWARE REPORTING

Time aware layers allow us to see where activities are taking place over time - for example, we can see where Service Orders (or inspections, work orders, preventive maintenance activities, and so on) were created during a certain time period. We can then compare time periods and analyze how the map looked during a different time period.

Key Features

- *Compare events and the activity that occurred before, during, and after*
- *Compare activity in certain times of the year as they relate to seasons or other weather patterns*
- *Look for patterns that may be able to prevent (or predict) catastrophic events*
- *Analyze operations and crew performance*

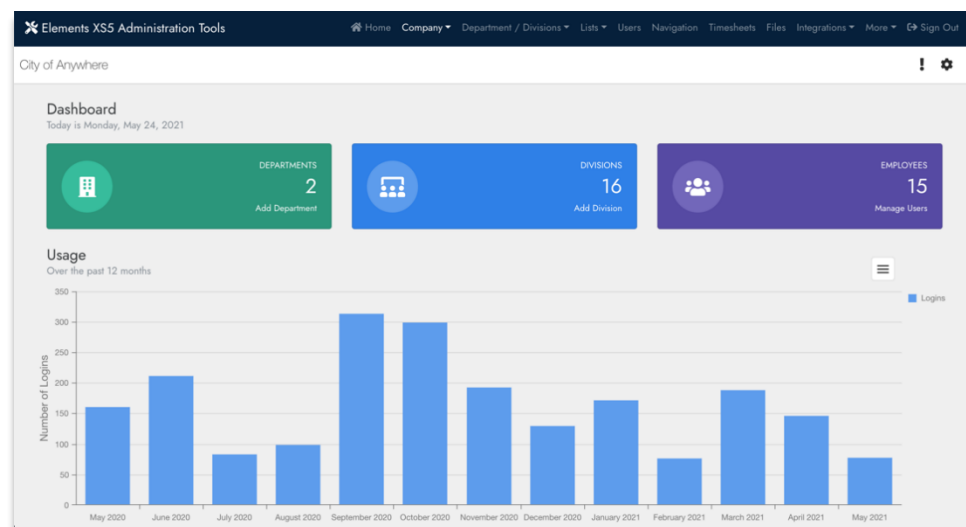
Admin Interface

Elements XS includes a user-focused front facing application as well as an administrative application where key system components are defined and configured.

Both applications reference the same userbase and database. The administrative tools are focused on configuring Elements to support operations, accessible only by users with specific permissions.

Common items configured in the administrative tools include mapping options, layouts, maintenance cycles inventory lists, Elements Forms, departments and divisions, users, labor rates, integrations, files, workflows, offline components, report designers, our Connect (Permits and Citizen Requests) configuration and many other settings that are presented in Elements XS.

Admin Tools home dashboard showing application usage

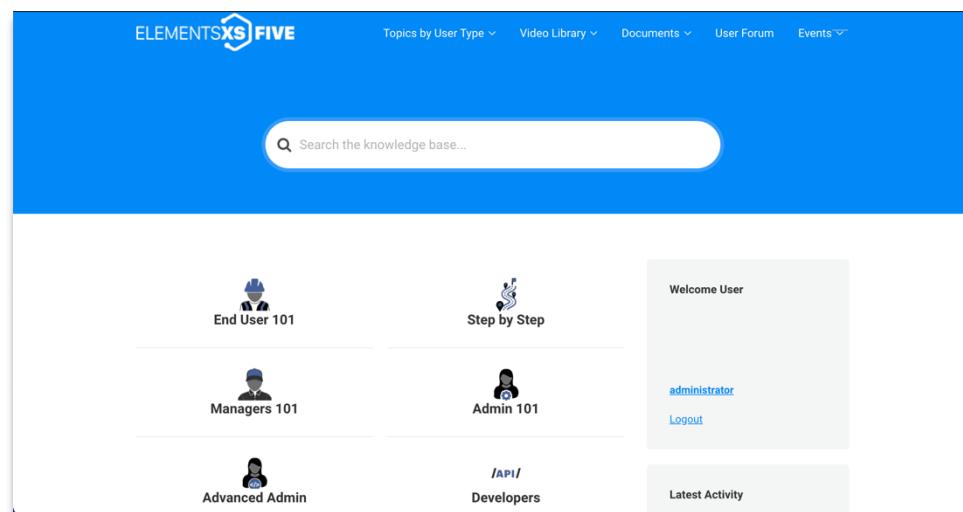


Documentation Help Site

Elements XS includes a 24/7 online help system with video tutorials, step by step instructions, sample processes, and community interaction.

The online support system covers all aspects of the application and provides in depth self-help tools. There are over 50 videos and hundreds of documentation papers written for various types of users: End User 101, Managers 101, Admin 101, Advanced Admin, Developers, and more.

Documentation Help
Site with over 50 videos
and tutorials



Integrations

Elements XS has been designed as an open platform with a standard Microsoft SQL database.

All data can be accessed openly using industry standard technologies. Having an open platform allows for integrations with other software to transfer data to and from Elements XS, which acts as a central hub. Our philosophy is to let other applications continue to do what they do best and integrate with them to enhance the overall Asset and Work Management experience.

| Elements XS uses the following integration methods:

- **Named API** Elements XS has developed a robust API (Application Programming Interface) to interact with other third-party systems.
- **Webhooks** A webhook (also known as a web callback or HTTP push API) is a way for Elements XS to interact with other applications in real-time. A webhook delivers data to other applications as it happens.
- **Workflow Processor** Elements XS includes a workflow processing engine that allows users to analyze data from any combination of third-party applications and/or datasets to trigger events within Elements XS based on criteria from external sources.

| Elements XS has integrated with the following types of third-party systems:

TYPE	EXAMPLE
ArcGIS	GIS
811	one-call / locates
Citizen Request Portal	Citizen Engagement
SCADA	Alerts and runtime hours
Fleet Management	Alerts and mileage
Utility Billing	Meter, location, and customer data
AMI / AMR	Meter data
Active Directory	User Authentication
CCTV	Pipe Inspections
Financial / Accounting	Costing data
Document Management	Manuals, Surveys, Pictures
AVL	GPS, Vehicle Information
Payroll / Personnel	Labor details
Barcode / QR Codes	Inventory
Imagery	Basemaps

— UTILITY BILLING INTEGRATION

Elements XS includes tools for a live connection to multiple utility billing applications to provide location, customer, meter, and service data to field technicians in real-time directly from the utility billing application. Tools to update the utility billing software directly from Elements XS are also available to avoid duplicate entries. Utility billing data can be visualized in the GIS to show consumption data, usage history, and other field-critical data.

Key Features

- *Analyze usage and consumption data using GIS then create Service Orders based on utility billing data*
- *Optimize shut off/disconnect routes, meter reads, and more*
- *Perform meter change outs, reads, installations, and more in Elements XS and post the transactions directly to the utility billing application to eliminate double entry*
- *Access up-to-date customer, location, meter, and service information directly from the utility billing application*

Technical Details

— GENERAL APPLICATION ARCHITECTURE

Elements XS is built on the Microsoft .NET framework and utilizes a Microsoft SQL database. Websites are deployed via IIS and map services published via ArcGIS for Server and/or ArcGIS Online are consumed by Elements XS.

The application can be deployed on premises or in the cloud and accessed using any industry standard web browser on any device, no apps or client-side installations are required.

— SYSTEM REQUIREMENTS FOR ON PREMISES DEPLOYMENTS

| ELEMENTS XS SERVER REQUIREMENTS

- Windows Server 2012 or higher
- Internet Information Server (per Windows version) *
- Microsoft ASP .NET Components *
- Microsoft .NET Framework 4.7.2 or higher *
- Microsoft .NET Core 3.1 Desktop Runtime (v3.1.9 or higher) *
- Microsoft ASP.NET Core 3.1 Runtime (v3.1.0 or higher) *
- Microsoft SQL Server 2017 or higher
- 32GB RAM
- 100GB HD Space (varies with attachment storage)

* Validated and Installed during the Software Installation Process

| CLOUD HOSTING

- Cloud hosting services in AWS (Amazon Web Services) are available.

| CLIENT REQUIREMENTS

- Latest release of any industry standard web browser (Edge, Chrome, Safari, Firefox)
- Active internet connection (for mobile devices)

| GIS REQUIREMENTS

- ArcGIS Enterprise or active subscription to ArcGIS Online
- Elements XS honors Esri's named user model including access and functionality features provided by ArcGIS user types

Report Criteria:

Summary report.

Invoices with totals above \$.00 included.

Only paid invoices included.

Invoice.Invoice number = {NOT LIKE} "%GA%" {AND} {NOT LIKE} "%MT%" {AND} {NOT LIKE} "%PF%" {AND} {NOT LIKE} "CW%" {AND} {NOT LIKE} "1B%" {AND} {NOT LIKE} "AP%" {AND} {NOT LIKE} "FS%" {AND} {NOT LIKE} "2DOC%" {AND} {NOT LIKE} "SEA%"

Vendor.Vendor number = {<>} 1059 {AND} {<>} 2611 {AND} {<>} 2977 {AND} {<>} 106 {AND} {<>} 109 {AND} {<>} 2901 {AND} {<>} 2969 {AND} {<>} 2962 {AND} {<>} 732 {AND} {<>} 3913 {AND} {<>} 2918 {AND} {<>} 4010 {AND} {<>} 4246 {AND} {<>} 4258 {AND} {<>} 4244 {AND} {<>} 4353 {AND} {<>} 2135 {AND} {<>} 4221

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3516							
3516	ALL COPY PRODUCTS, INC. - D	32889787	AGREEMENT110-1558648-000 C	11/23/2022	592.57	592.57	11/23/2022
Total 3516:					592.57	592.57	
3306							
3306	CASA OF THE 7TH JUDICIAL DI	COCASA9997	CHAFEE INDEPENDENCE PRO	11/23/2022	3,010.57	3,010.57	
Total 3306:					3,010.57	3,010.57	
3605							
3605	CORPORATE PAYMENT SYSTE	2403/APS00002292	APS CLIENT SERVICES	11/10/2022	57.16	57.16	11/10/2022
3605	CORPORATE PAYMENT SYSTE	ADMIN111022	ADMIN OFFICE SUPPLIES	11/10/2022	887.53	887.53	11/10/2022
3605	CORPORATE PAYMENT SYSTE	2403/ 111022	SINGLE BOOTH	11/10/2022	358.89	358.89	11/10/2022
3605	CORPORATE PAYMENT SYSTE	0304/111022	BOND	11/10/2022	545.00	545.00	11/10/2022
Total 3605:					1,848.58	1,848.58	
226							
226	CRESSLER, LORI	ADMIN111022	RMHP TEAM BUILDING ACTIVIT	11/10/2022	11.42	11.42	11/10/2022
Total 226:					11.42	11.42	
3478							
3478	DAVE'S PROCESS SERVICE	MIL2022001802	SERVICE OF PROCESS	11/02/2022	50.00	50.00	11/02/2022
3478	DAVE'S PROCESS SERVICE	MIL-2022001869	SERVICE OF PROCESS	11/10/2022	50.00	50.00	11/10/2022
3478	DAVE'S PROCESS SERVICE	MIL-2022001864	SERVICE OF PROCESS	11/10/2022	50.00	50.00	11/10/2022
Total 3478:					150.00	150.00	
248							
248	DELTA COUNTY ATTORNEY'S O	8615262A-0002	CW AD NOTICE	11/02/2022	33.77	33.77	11/02/2022
248	DELTA COUNTY ATTORNEY'S O	ADMIN113022	Attorney Fees 2022	11/30/2022	18,750.67	18,750.67	11/30/2022
Total 248:					18,784.44	18,784.44	
278							
278	DELTA COUNTY COMMISSIONE	ADMIN113022	COUNTY ADMIN SUPPORT	11/30/2022	7,500.33	7,500.33	11/30/2022
278	DELTA COUNTY COMMISSIONE	ADMIN11302022	BLDG MAINT/RENT	11/30/2022	8,667.33	8,667.33	11/30/2022
Total 278:					16,167.66	16,167.66	
304							
304	DELTA COUNTY INDEPENDENT	ADMIN113022	ANNUAL SUBSCRIPTION 2023	11/30/2022	35.00	35.00	11/30/2022
Total 304:					35.00	35.00	
252							
252	DELTA COUNTY SCHOOL DIST	ADMIN113022	GRAND MESA CHOICE CONTR	11/30/2022	15,354.82	15,354.82	11/30/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 252:					15,354.82	15,354.82	
1621							
1621	GALLEGOS, ANNE	ADMIN111022	RMHP TEAM BUILDING SUPPLI	11/10/2022	110.38	110.38	11/10/2022
1621	GALLEGOS, ANNE	ADMIN112322	RMHP TEAM BUILDING SUPPLI	11/23/2022	114.96	114.96	11/23/2022
Total 1621:					225.34	225.34	
4304							
4304	GREAT EXPERIENCES COUNS	ADMIN111022	TRAINING	11/10/2022	525.00	525.00	11/10/2022
Total 4304:					525.00	525.00	
86							
86	HELLMAN MOTOR CO	648604/1	VEHICLE MAINTENANCE-ESCA	11/23/2022	86.54	86.54	11/23/2022
Total 86:					86.54	86.54	
2294							
2294	HHH INC	ADMIN112322	VEHICLE WASH	11/23/2022	39.00	39.00	11/23/2022
Total 2294:					39.00	39.00	
566							
566	HIGH COUNTRY SHOPPER, INC	104268	LEAP AD 11/09/2022	11/30/2022	610.00	610.00	11/30/2022
566	HIGH COUNTRY SHOPPER, INC	104725	LEP ADS 11/23/2022	11/30/2022	610.00	610.00	11/30/2022
Total 566:					1,220.00	1,220.00	
4001							
4001	IDEMIA IDENTITY & SECURITY,	635554	FINGERPRINT SUBMISSIONS	11/23/2022	545.00	545.00	11/23/2022
Total 4001:					545.00	545.00	
1697							
1697	LASHMETT, HEATHER	TRVL110222	TRAVEL REIMBURSEMENT	11/02/2022	51.49	51.49	11/02/2022
1697	LASHMETT, HEATHER	TRVL112322	TRAVEL REIMBURSEMENT	11/23/2022	197.00	197.00	11/23/2022
Total 1697:					248.49	248.49	
1775							
1775	LASTING IMPRESSIONS	ADMIN111022	OLTC BADGES	11/10/2022	12.00	12.00	11/10/2022
Total 1775:					12.00	12.00	
354							
354	OFFICE DEPOT, INC.	269499267001	CS OFFICE SUPPLIES	11/02/2022	28.99	28.99	11/02/2022
354	OFFICE DEPOT, INC.	974508872001	ADMIN OFFICE SUPPLIES	11/02/2022	466.29	466.29	11/02/2022
354	OFFICE DEPOT, INC.	274296472001	OFFICE SUPPLIES	11/30/2022	91.96	91.96	11/30/2022
354	OFFICE DEPOT, INC.	274296479001	OFFICE SUPPLIES	11/30/2022	21.59	21.59	11/30/2022
354	OFFICE DEPOT, INC.	274296483001	OFFICE SUPPLIES	11/30/2022	21.09	21.09	11/30/2022
354	OFFICE DEPOT, INC.	274095875001	OFFICE SUPPLIES	11/30/2022	23.25	23.25	11/30/2022
354	OFFICE DEPOT, INC.	2740603369001	OFFICE SUPPLIES	11/30/2022	135.36	135.36	11/30/2022
354	OFFICE DEPOT, INC.	274291374001	CW OFFICE SUPPLIES	11/30/2022	163.99	163.99	11/30/2022
354	OFFICE DEPOT, INC.	274296482001	CW OFFICE SUPPLIES	11/30/2022	21.59	21.59	11/30/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 354:					974.11	974.11	
4088							
4088	QUADIENT FINANCE USA, Inc.	ADMIN113022	CS POSTAGE	11/30/2022	3,500.00	3,500.00	11/30/2022
Total 4088:					3,500.00	3,500.00	
1518							
1518	REGION 10	DC11012022BB	NFA BROADBAND SERVICES N	11/02/2022	694.95	694.95	11/02/2022
Total 1518:					694.95	694.95	
4271							
4271	RHINEHART OIL	443375	443375	11/02/2022	48.68	48.68	11/02/2022
Total 4271:					48.68	48.68	
3395							
3395	SUKLE, CAROLYN	ADMIN110222	RMHP TEAM BULDING SUPPLIE	11/02/2022	114.40	114.40	11/02/2022
Total 3395:					114.40	114.40	
4352							
4352	THE BUREAU OF VITAL RECOR	CS11042022	CLIENT SERVICES	11/04/2022	30.00	30.00	11/04/2022
Total 4352:					30.00	30.00	
3490							
3490	THOMSON-REUTERS - WEST	847262015	LOCATER SERVICES	11/10/2022	480.00	480.00	11/10/2022
Total 3490:					480.00	480.00	
644							
644	VERIZON WIRELESS	9918934764	APS CELL PHONE	11/10/2022	716.57	716.57	11/10/2022
644	VERIZON WIRELESS	9921316503	APS CELL PHONE	11/30/2022	761.57	761.57	11/30/2022
Total 644:					1,478.14	1,478.14	
1637							
1637	VITAL RECORDS CONTROL	3033162	CERTIFIED DESTRUCTION	11/23/2022	215.48	215.48	11/23/2022
Total 1637:					215.48	215.48	
424							
424	WAL-MART SUPERCENTER	ADMIN110222	CW OFFICE SUPPLIES	11/02/2022	13.24	13.24	11/02/2022
Total 424:					13.24	13.24	
Grand Totals:					66,405.43	66,405.43	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
--------	-------------	----------------	-------------	--------------	--------------------	-------------	-----------

Dated: _____

Commissioners: _____

Director: _____

Report Criteria:

Summary report.

Invoices with totals above \$.00 included.

Only paid invoices included.

Invoice.Invoice number = {NOT LIKE} "%GA%" {AND} {NOT LIKE} "%MT%" {AND} {NOT LIKE} "%PF%" {AND} {NOT LIKE} "CW%" {AND} {NOT LIKE} "1B%" {AND} {NOT LIKE} "AP%" {AND} {NOT LIKE} "FS%" {AND} {NOT LIKE} "2DOC%" {AND} {NOT LIKE} "SEA%%"

Vendor.Vendor number = {<>} 1059 {AND} {<>} 2611 {AND} {<>} 2977 {AND} {<>} 106 {AND} {<>} 109 {AND} {<>} 2901 {AND} {<>} 2969 {AND} {<>} 2962 {AND} {<>} 732 {AND} {<>} 3913 {AND} {<>} 2918 {AND} {<>} 4010 {AND} {<>} 4246 {AND} {<>} 4258 {AND} {<>} 4244 {AND} {<>} 4353 {AND} {<>} 2135 {AND} {<>}4221

2022 HUMAN SERVICES BUDGET										
	Admin Personnel & Operating	Contract Expenditures	Client Direct & County Portion of EBT	RMS Common Support	RMS TANF	RMS CHILD CARE	RMS CHILD WELFARE	RMS ADULT PROTECTION	RMS OAP	2022 TOTALS
	4,006,863	293,208	738,857	(743,837)	120,558	59,334	467,174	43,731	45,441	5,031,329
January-22	388,281	26,001	72,326	(81,619)	12,135	6,503	52,787	5,776	4,417	486,608
February-22	388,281	26,001	72,326	(64,711)	9,345	4,373	42,846	4,636	3,511	486,608
March-22	388,281	26,001	72,326	(85,082)	23,807	5,826	48,783	2,652	4,014	486,608
April-22	388,281	26,001	72,326	(73,906)	12,299	5,002	48,618	4,384	3,603	486,608
May-22	388,281	26,001	72,326	(65,704)	11,969	5,068	41,294	3,712	3,662	486,608
6/22/2022 *POST END OF SFY*	388,281	26,001	72,326	(79,724)	17,372	3,839	48,778	4,817	4,918	486,608
July-22	388,281	26,001	72,326	(67,854)	11,623	4,513	43,946	4,073	3,697	486,608
August-22	388,281	26,001	72,326	(61,425)	11,080	4,648	38,527	3,585	3,585	486,608
September-22	388,281	26,001	72,326	(79,857)	15,718	8,622	46,876	5,100	3,541	486,608
October-22	388,281	26,001	72,326	(40,477)	5,803	3,128	27,144	2,722	1,679	486,608
November-22										-
December-22										-
YTD TOTAL	3,882,815	260,009	723,258	(700,359)	131,153	51,523	439,600	41,456	36,628	4,866,082
BUDGET BALANCE REMAINING	124,048	33,199	15,599	(43,478)	(10,595)	7,811	27,574	2,275	8,813	165,247
Percentage Expended	96.90%	88.68%	97.89%	94.15%	108.79%	86.84%	94.10%	94.80%	80.60%	96.72%
Should be at 100% through December 2022										
LEGEND: RMS = Random Moment Sampling TANF = Temporary Aid for Need Families aka Colorado Works EBT = Electronic Benefit Transmittal (Benefits) OAP = Old Age Pension (60+)										

2022 EBT BENEFITS by Month													2022
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD Totals
Administration - Regular	549	549	549	549	549	549	\$ 505	\$ 505	\$ 505	\$ 505			\$ 5,312
Aid to the Needy Disabled (AND) 80/20	7,632	7,718	5,635	6,707	9,445	6,963	7,315	10,012	7,932	8,395			77,754
Child Care (CCCAP)	23,555	26,063	32,024	24,275	26,236	26,632	15,712	13,497	18,462	14,464			220,919
Colorado Works (TANF) 80/20	25,445	25,565	25,259	25,427	22,787	22,892	23,057	24,747	23,265	23,042			241,485
Core Services 80/20	52,191	48,164	52,137	61,685	58,487	50,293	61,084	50,542	70,509	70,596			575,689
Child Welfare 80/20	173,182	159,597	165,188	194,064	183,329	182,860	193,084	220,185	195,428	208,410			1,875,327
Subsidized Adoption/Relative Care* (10%)	44,832	41,078	39,334	42,101	40,743	53,099	43,741	44,874	71,352	59,105			480,257
Home Care Allowance 80/20	652	605	605	605	605	1,205	605	605	605	1,505			7,597
Low Energy Assistance Program (LEAP)	50,165	268,627	59,645	35,419	22,282	17,928	\$ 205	\$ (7)	\$ (36,248.76)	\$ (0.19)			418,015
Old Age Pension (OAP) 80/20	29,102	28,582	29,259	31,500	30,415	104,904	28,249	30,463	28,874	29,534			370,883
SNAP (Food Stamps)	994,179	1,002,856	1,023,207	1,010,610	932,037	989,483	1,005,525	1,130,928	757,893	1,152,180			9,998,898
TOTAL	1,401,483	1,609,402	1,432,841	1,432,941	1,326,914	1,456,807	1,379,083	1,526,351	1,138,577	1,567,737	-	-	14,272,137
COUNTY PORTION OF BENEFITS	72,326	72,326	72,326	72,326	72,326	72,326	72,326	72,326	72,326	72,326	-	-	723,258
County paid percent of total	5.16%	4.49%	5.05%	5.05%	5.45%	4.96%	5.24%	4.74%	6.35%	4.61%	#DIV/0!	#DIV/0!	5.07%
2021 EBT BENEFITS by Month													2021
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD Totals
Administration - Regular	548	548	548	548	548	548	\$ 549	\$ 549	\$ 549	\$ 549	\$ 549	\$ 549	6,577
Aid to the Needy Disabled (AND) 80/20	6,794	5,133	6,851	5,228	5,888	7,925	4,859	5,182	5,097	6,086	6,680	13,723	79,444
Child Care (CCCAP) 80/20	44,207	47,015	31,792	26,462	21,941	20,730	25,070	19,800	27,676	22,340	22,631	27,683	337,347
Colorado Works (TANF) 80/20	25,325	22,803	23,447	19,826	19,008	19,048	20,054	15,950	19,225	20,018	24,098	21,899	250,702
Core Services 80/20	38,175	42,141	41,447	43,318	37,482	45,316	29,577	29,455	31,553	50,977	43,323	46,609	479,373
Child Welfare 80/20	118,388	126,194	122,207	159,482	145,424	153,514	175,614	163,441	181,668	200,167	183,882	201,464	1,931,444
Subsidized Adoption/Relative Care*	38,392	38,392	34,179	37,482	36,273	37,482	36,273	38,077	38,567	34,062	40,739	38,204	448,123
Home Care Allowance 80/20	1,189	1,189	1,189	1,200	1,255	1,456	649	649	605	693	649	2,639	13,363
Low Energy Assistance Program (LEAP)	69,375	279,291	84,434	20,112	11,033	237,705	\$ (1,793)	\$ (30,409)	\$ (296.18)	\$ (533.79)	137,744	61,452	868,112
Old Age Pension (OAP) 80/20	34,033	29,199	31,028	34,657	35,972	61,601	31,867	34,998	37,187	39,339	32,757	31,869	434,507
SNAP (Food Stamps)	864,862	898,495	899,424	919,930	1,204,427	1,075,593	951,956	867,451	1,396,421	966,676	1,001,817	2,291,089	13,338,141
Total	1,241,287	1,490,398	1,276,546	1,268,245	1,519,251	1,660,917	1,274,676	1,145,142	1,738,252	1,340,371	1,494,869	2,737,179	18,187,134
COUNTY PORTION OF BENEFITS	64,572	64,572	64,572	64,572	64,572	64,572	64,572	64,572	64,572	64,572	64,572	64,572	774,870
County paid percent of total	5.20%	4.33%	5.06%	5.09%	4.25%	3.89%	5.07%	5.64%	3.71%	4.82%	4.32%	2.36%	4.26%
*This provider care is not deducted from state allocation. County pays 10% of expenditure amount.													
Benefits Paid - 100% Federal or State funded											TOTAL 2022 YTD / 2021 TOTAL		78.47%
LEGEND:													
TANF = Temporary Aid for Needy Families aka Colorado Works					AND = Aid to the Needy Disabled (18-59)								
OAP = Old Age Pension (60+)					SNAP = Supplemental Nutrition Assistance Program, aka Food Stamps								
EBT = Electronic Benefit Transmittal					CCCAP = Colorado Child Care Assistance Program								
					LEAP = Low Income Energy Assistance Program								

DELTA COUNTY SOCIAL SERVICES
FUND SUMMARY
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

	PERIOD ACTUA	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUES</u>					
COMMON SUPPORT	40,472.50	962,989.13	1,047,994.00	85,004.87	91.9
COLORADO WORKS - TANF	10,839.38	246,286.84	421,954.00	175,667.16	58.4
DAYCARE - CHATS	4,435.77	110,657.43	188,312.00	77,654.57	58.8
CHILD WELFARE	51,443.65	900,614.30	1,301,034.00	400,419.70	69.2
CORE SERVICES	5,082.92	109,295.40	351,605.00	242,309.60	31.1
CHILD SUPPORT - IVD	10,201.58	169,900.24	206,201.00	36,300.76	82.4
AID TO THE NEEDY DISABLED	(614.04)	4,314.03	10,000.00	5,685.97	43.1
OLD AGE PENSION	2,347.87	43,291.68	54,837.00	11,545.32	79.0
LOW ENERGY ASSISTANCE-LEAP	.00	6,745.00	8,500.00	1,755.00	79.4
SINGLE ENTRY POINT	50,005.56	461,513.50	667,251.00	205,737.50	69.2
PARENTAL FEE	7,704.66	44,616.55	45,000.00	383.45	99.2
COUNTY ONLY	11,561.37	864,551.83	852,780.00	(11,771.83)	101.4
PROGRAM CONTINGENCY	7,347.44	129,454.24	53,138.00	(76,316.24)	243.6
INCENTIVES	1,317.23	132,518.34	80,000.00	(52,518.34)	165.7
FOOD STAMPS	.00	(109.98)	.00	109.98	.0
ADULT PROTECTION	10,166.65	169,411.53	210,876.00	41,464.47	80.3
TOTAL REVENUE	212,312.54	4,356,050.06	5,499,482.00	1,143,431.94	79.2
<u>EXPENDITURES</u>					
COMMON SUPPORT	106,055.73	931,465.55	1,238,311.00	306,845.45	75.2
COLORADO WORKS-TANF	23,385.83	289,218.93	331,414.00	42,195.07	87.3
DAYCARE-CHATS	16,290.54	196,327.83	244,535.00	48,207.17	80.3
CHILD WELFARE	124,916.85	1,409,573.40	1,698,994.00	289,420.60	83.0
CORE SERVICES	16,192.31	154,380.11	118,115.00	(36,265.11)	130.7
CHILD SUPPORT - IVD	28,158.26	287,934.55	375,957.00	88,022.45	76.6
AID TO THE NEEDY DISABLED	1,679.04	15,550.90	25,000.00	9,449.10	62.2
OLD AGE PENSION	1,754.62	37,005.18	46,091.00	9,085.82	80.3
LOW ENERGY ASSISTANCE-LEAP	.00	6,745.00	8,000.00	1,255.00	84.3
SINGLE ENTRY POINT	43,760.55	419,642.00	617,275.00	197,633.00	68.0
PARENTAL FEES - CHILD WELFARE	7,704.66	44,616.55	45,000.00	383.45	99.2
GENERAL ASSISTANCE	100.81	6,541.43	25,000.00	18,458.57	26.2
COUNTY ONLY	(.70)	844.83	500.00	(344.83)	169.0
ADULT PROTECTION SERVICES	19,442.27	210,391.00	289,119.00	78,728.00	72.8
TOTAL EXPENDITURES	389,440.77	4,010,237.26	5,063,311.00	1,053,073.74	79.2
NET REVENUE OVER EXPENDITURES	(177,128.23)	345,812.80	436,171.00	90,358.20	79.3



DELTA COUNTY

HUMAN SERVICES

Board of Human Services

Meeting Agenda

Tuesday, December 20th, 2022

Action/Review Items:

- Approve Financials (**Lori Cressler**) Review/Approve/Sign
 - On-Call Expectations Policy
 - CCCAP MOU
 - Senate Bill 22-196
 - Training Expectations
 - PCIT Grant
 - OLTC Quality Improvement Strategies results
-

1. Financials/contracts – Lori Cressler

2. Self Sufficiency Programs – Debbie Melgoza

Child Care Assistance Program (CCCAP):

- The MOU has been completed with the work from the Counties and the State. This new MOU better aligns with the values for this program as we try to recruit more providers.

CHILD CARE	This Month (Nov 22)	Last Month (October 22)	Last Year (Nov 21)
# of Providers Paid	18	18	18
# of Providers w/ Fiscal Agmts	34	34	32
# of Children	37	47	71
# of Cases	25	30	48
Child Care Payroll	\$14,882.20	\$19,770	\$25,764

Colorado Works:

COLORADO WORKS	This Month (Nov 22)	Last Month (October 22)	Last Year (Nov 21)
Workforce Caseload	54	59	57
Work Participation Rate (WPR)	***	7.14%	4.55%
Benefits Issued	\$21,339.43	\$23,042	\$24,098

***WPR for November will be on next month's report.

Eligibility Determination Unit:

- Health Care Policy and Financing (HCPF) is offering the counties the ability to utilize the Overflow Processing Center (OPC). The OPC, which began accepting requests for assistance from eligibility sites on November 1st, was created to support sites in completing eligibility determinations when there is a backlog, overflow or emergency. We receive approximately 400-500 redeterminations for Medicaid each month and, with being short-staffed, it is a rush to the finish line each month. We have reached out to the OPC and hope to begin receiving assistance from them in January.
- A few of our newer technicians were able to travel to Mesa County over the last month to receive in person training. We are hopeful that this training model will

ELIGIBILITY UNIT	This Month (Nov 22)	Last Month (October 22)	Last Year (Nov 21)
Food Assistance Caseload	2,304	2,292	2,149
Food Assistance \$\$\$ Issued	\$1,153,664	\$1,155,996	\$1,001,817
Medical Assistance Caseload	6,567	6,532	6,065

Child Support Services Unit (CSS) – Albert Martinez:

- Collections for November:

CHILD SUPPORT SERVICES	This Month (November 22)	Last Month (October 22)	Last Year (November 21)
IRS tax intercept:	\$491.20	\$2,599.63	\$8,240.30
UCB intercept:	\$516.00	\$63.33	\$2,619.02
Worker's Comp Attachment:	\$1,706.59	\$691.92	\$305.14
FIDM:	\$0.00	\$266.09	\$0.00
Other Methods:	\$41,689.96	\$41,331.11	\$43,171.66
Prepay:	\$107.75	\$156.57	\$3,509.87
State tax intercept:	\$1,401.52	\$1,824.43	\$535.98
Wage Withholding:	\$105,304.26	\$102,515.30	\$90,843.34
Department of Corrections:	\$237.84	\$225.29	\$225.16
Other States:	\$14,466.99	\$13,622.35	\$12,142.60
CSLNPI	\$325.00	\$162.50	\$0.00
Adjustments and Reapplies:	(\$246.45)	(\$2,813.21)	(\$224.91)
Return Payment Recovery	\$0.00	\$0.00	\$0.00
Lottery	\$0.00	\$0.00	\$0.00
Total:	\$166,000.66	\$160,645.31	\$161,368.16

General Assistance:

- Requests for November:

GA	This Month (November 22)	Last Month (October 22)	Last Year (November 21)
# Requests	3	4	4
# Granted	3	0	2
\$ Housing	\$364.18	0	0
\$ Utilities	\$117.00	0	\$264.76
\$ Food	0	0	0
\$ Transport.	0	0	0
\$ Medication	0	0	0
\$ Dental	0	0	0
\$ Medical	0	0	0
\$ Other	0	0	0
\$ Burial	0	0	0
Total	\$481.18	0	\$264.76

3. Adult and Family Services – Haley Clarin**Child Welfare**

- The new records manager case aide position has started to create digital files for current open child welfare cases which will help to stream line discovery and records requests, as well as eliminate paper waste and the time-consuming tasks of preparing paper files for discovery. Additionally, the records coordinator has begun to scan closed case files and has completed a records retention process for the unit.
- For the month of November as a whole, there was a 38.6% increase in the number of referrals from the month of October and a 7% decrease from the same time last year.
- The Department had two caseworkers resign in the past month and we currently have three caseworker openings out of nine total positions.
- Beginning in January, the Administrative Review Division will begin in-person audits of child welfare cases. These have been virtual since the beginning of the pandemic in 2020. This increase will also change the type of audit as they will bring back the previous requirements that have not been audited to in the last two years.
- During the Thanksgiving holiday the unit was able to collaborate with local agencies and provide full meals to families including the turkey and sides.
- As part of the Family Voice Grant, we attended a Happy New Merry Christmas event to recruit foster parents and partnered with two CPAs. We were able to receive several names and numbers of interested individuals.

	This Month (Nov 22)	Last Month (Oct 22)	Last Year (Nov 21)
# Referrals	79	57	85
# Open Cases	105	105	94
# Children in OOH Placement	83	91	75
# OOH Placements on Front Range	9	7	11
# Children in Adoptive Homes	8	6	10

Adult Protection

- This month saw a 23% increase in the number of referrals from the prior month, and the same time last year. In the last month, ten cases have been closed with services in place.
- The Case Aide is working to complete the Child Welfare Training Academy with the hope that she will be able to further assist the caseworkers with the growing caseloads. We have submitted a waiver to the state to see if they would approve for her to become a caseworker. If this is granted, we could be proposing a business plan for a change in position.
- The opening of the Abraham Connection in November does fulfill a much-needed resource for the Adult Protection community as there are several APS clients who utilize the service daily throughout the winter season. With the closing of the homeless encampment this is the only available resource for homeless clients at this time.

	This Month (Nov 22)	Last Month (Oct 22)	Last Year (Nov 21)
# Referrals	40	37	36
# On-going Cases	39	36	33
# Guardianships	2	2	4
# Closed Cases	3	5	4
# New cases opened	4	6	3

4. Options for Long Term Care/Single Entry Point – Michelle Winey

- Training for the new assessment tool, CCM, will resume January 17th, 2023. Phase I training will be held January 17th – March 10th. Phase I training will take approximately six to eight hours per staff member. To be certified in CCM all OLTC staff must score an 80% or higher in each training session post competency test. OLTC will receive a one-time payment for completion of Phase I training. Phase II training will begin after March 10th 2023. CCM Go-Live date is now set for April 15th,

- Home Care Allowance (HCA) assessments will be moved from BUS (OLTC system) into CMBS (Eligibility system) once CCM is live. OLTC staff will have to complete additional training to access the HCA assessments in CMBS. CBMS and the BUS will interface once CCM is live. HCA is a benefit for clients that are not eligible for HCBS.
- OLTC referrals were up over 60% from the previous month. Members will continue to have the option of in person visits with case managers until the end of the PHE.
- OLTC received the Quality Improvement Strategies (QIP) results for FY 2021-2022. A Corrective Action Plan (CAP) is required when a Performance Measure is at or below 85%. Out of 28 Performance Measures OLTC scored below 85% in only one area, the frequency of services being provided to members as they are in their Service Plans. This is due to provider agency staffing shortage/issues. Provider agencies are providing services as much as they are able to for members, and they continue to recruit new staff. HCPF is aware of provider agencies having staffing shortages and continue to work with these agencies in Delta/Gunnison/Hinsdale Counties on this issue.

Long Term Care	This Month (Nov 2022)	Last Month (Oct 2022)	Last Year (Nov 2021)
# Active cases	333	336	348
Assessments	31	33	39
# Cases closed	8	6	3
#SEP Referrals	29	18	9
#HCBS approvals	31	34	39
#PACE approvals	8	7	6
#NF approvals	1	6	1
#CHCBS approvals	1	0	1
#CCT approvals	0	0	0

Next Board Meeting: Tuesday, January 17th, 2023, Commissioner Meeting Room, 560 Dodge Street, Delta, Colorado 81416.



Program: Child Welfare
Policy Title: Child Welfare On-Call Expectations
Effective Date: 01/01/2023

REFERENCES/REGULATION

CDHS Volume 7.601.4

BACKGROUND INFORMATION

Volume 7.601.4 Referral Procedures:

“County departments shall have staff continuously available twenty-four (24) hours a day to receive referrals of alleged abuse and/or neglect, conduct initial reviews of such referrals and assess those referrals that are appropriate for child welfare services.”

Continuously available means the assignment of a person to be near an operable telephone and available to respond to a referral in person. If that person is not available, they will have made arrangements with a co-worker or with the on-call supervisor to provide the same coverage and that change in coverage will have been communicated to the Hotline County Connection Center (HCCC) and Delta County Sheriff's Office Dispatch unit.

PURPOSE

To define Delta County's Child Welfare on-call process and expectations of the on-call workers and on-call supervisors.

POLICY

Policy will apply to all certified Child Welfare caseworkers, supervisors, and Adult and Family Services Administrator. Expectations will be utilized for after-hours referrals received from Hotline County Connection Center (HCCC) and Law Enforcement.

PROCEDURE:

The following workers are required to be part of the on-call rotation: Child Welfare intake workers, and Child Welfare ongoing workers.

The following supervisors are required to be part of the supervisory on-call rotation: Child Welfare intake supervisor, Child Welfare ongoing supervisor, and Adult and Family Services Administrator.

The on-call caseworker is on-call from 5:00 pm Thursday to 8:00 am the following Friday. When the approved paid holiday falls on a weekday, the on-call caseworker changes to the assigned holiday caseworker at 8:00 am and they remain on-call until 8:00 am the next day. Then the regular rotation continues with the weekly assigned caseworker. The on-call supervisor follows the same rotation as the on-call caseworker.



The Adult and Family Services Administrator provides monthly calendar schedules three or more months in advance. Changes to the schedule can be requested by the on-call caseworker and approved by the supervisors. All changes will be communicated to the on-call caseworkers, the HCCC, and Delta County Sheriff's Office dispatch unit. Supervisors will arrange for this on-call coverage among themselves and will communicate the schedule to on-call caseworkers, supervisors, and Adult and Family Services Administrator.

Typically, the on-call caseworker is assigned any emergent calls that are received in the office after 4:00 pm on work days. In situations where there may be imminent safety concerns, caseworkers who are already working with a family may transfer assessments to the on-call worker half hour before the end of their day. These transitions must be coordinated with a supervisor.

The on-call caseworker is required to provide emergency Child Welfare services on holidays and weekends as well as take APS referral information to pass onto the Adult Protection Unit. They must be immediately available by telephone and must respond by phone to any calls within 20 minutes of receiving them. The on-call caseworker must be able to respond in person as quickly as possible depending on their location at the time of the call, never longer than one (1) hour. The on-call caseworker's realistic response time must be clearly communicated to the agency or individual who has requested their in-person response. They cannot use alcohol or mind and function altering medications while on-call.

The on-call supervisor is required to be available to the on-call caseworker by phone or text during non-office hours and must respond to any calls or texts within 10 minutes of receiving them. The on-call supervisor is expected to provide only phone, text, or computer-based support to the on-call caseworker except in circumstances in which the on-call caseworker requires in-person support or there is a report of an egregious nature. This will be determined on a case-by-case basis.

All after-hours calls are received by the HCCC hotline and are routed to the on-call caseworker via telephone. Workers are encouraged not to give out their personal telephone numbers to members of the public or other professionals but to use an agency cell phone.

Support staff will log onto Trails Mod every morning to prepare for the intake supervisor and communicate if staff responded verbally or in person. The on-call caseworker is responsible for entering any contact into the notes section in Trails Mod. If the on-call staff is not able to enter a note, then they will send an email of the contact to the on-call supervisors and Adult and Family Services Administrator group or attend the RED team to update the team on their contact.



Each worker is paid \$37.00 per night of on-call from Monday through Friday nights and \$58.00 per night of on-call for Saturday and Sunday nights. This additional pay must be noted on the worker's time sheet as completed monthly.

A holiday on-call selection is chosen in the prior year by random. Depending on staff size a caseworker may have one or more holidays in the upcoming years. During a selected holiday the caseworker will cover the business day during the week that was normally on the rotation.

Caseworkers are allowed to trade their on-calls if conflicts arise. They are also allowed to give away or take extra on-calls, if one person would prefer to not be on-call and another person is willing to take another week. The person who was actually on-call must claim that time on their time entry.

If the on-call caseworker needs assistance, they first contact the on-call supervisor using the calendar assigned supervisor. If the supervisor is not available, they will contact the Adult and Family Services Administrator.

Most on-call situations can be handled over the phone, and caseworkers are encouraged to handle calls over the phone as much as possible. If law enforcement requests an in-person response and it meets criteria for an immediate response according to Volume 7 the on-call caseworker shall respond in person.

All caseworkers must record their time spent working while they are on-call. This includes any time on the phone, responding in person (including travel time), and documentation. It is the caseworker's responsibility to inform their supervisor of this time through their flex time tracking document. The flex tracking documents will be overseen by the caseworker's supervisor. Approval of flex time will be issued by the Adult and Family Administrator or the Human Services Director. Supervisors will ensure there is no build up of over thirty hours per month of flex time.

Questions regarding this policy should be directed to the Director of Human Services: (970) 874-2072

Signed by:

DELTA COUNTY HUMAN SERVICES DIRECTOR

DATE

CHAIR, DELTA COUNTY BOARD OF COUNTY COMMISSIONERS

DATE



COLORADO

Department of Early Childhood

MEMORANDUM OF UNDERSTANDING

The State of Colorado Department of Early Childhood and the Board of County Commissioners or other elected governing body of **Delta** County, Colorado.

This Memorandum of Understanding (MOU) is made on this 1st day of January 2023 between the State of Colorado Department of Early Childhood (CDEC) and the Board of the County Commissioners or other elected governing body of **Delta** County (the “County”).

CDEC is the sole state agency with the responsibility to administer or supervise the administration of the Colorado Child Care Assistance Program as outlined in CRS §§ 26.5-1-106 and CRS §§ 26.5-4-104.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal “Personal Responsibility and Work Opportunity Reconciliation Act of 1996” thereby adopting the Colorado Child Care Assistance Program (“Child Care Program”); referred to as the “Program” for the purposes of this MOU.

CRS §§ 26.5-4-115 requires CDEC, and each County, either acting singly or as a group of Counties, to enter into an annual performance contract that includes but is not limited to, requirements and provisions that address each party’s duties and responsibilities to work in a collaborative manner to administer, financially support, and implement the Child Care Assistance Program using fair and objective criteria.

CDEC and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDEC and the County:

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

The parties agree that the provisions of this MOU constitute compliance with CRS §§ 26.5-4-115.

2. TERM

The term of this MOU will be from January 1, 2023, through June 30, 2025. This MOU shall be reaffirmed annually through an amendment that shall be signed by all applicable parties.

3. REQUIRED DUTIES OF THE COUNTY

- a. The County will administer and implement the Child Care Assistance Program using fair and objective criteria, and in compliance with Federal law, State Statute, and applicable program regulations in 9 CCR 2503-8, 8 CCR 1403-1, 9 CCR 2501-1, and 11 CCR 2508-1.

- b. The County will not restrict eligibility or the provisions of services, nor will it impose penalties that are inconsistent with State Statute or Federal law and applicable program regulations, including the process and penalties outlined in 9 CCR 2503-8, and 8 CCR 1403-1.
- c. The County will maintain sufficient records and will permit CDEC or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDEC as specified in CRS §§ 6-17-100 and CRS §§ 26.5-4-118. The County must also continue to report to CDEC in accordance with the Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, parts 98 AND 99, and State regulations, to include 9 CCR 2503-8, 8 CCR 1403-1 8 CCR 1403-1, 9 CCR 2501-1, and 11 CCR 2508-1, or any other applicable regulation promulgated by CDEC and must report to CDEC in the future, as required by law. In addition, counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- d. As specified by Program regulations and State statutes, counties shall have flexibility in determining the approaches needed to achieve federal and state requirements and to utilize allowable local level policies to manage their budget within their CCCAP Allocation. The County agrees to provide CDEC with its adopted policies and any updated written information when, or if, changes to these policies are made in the Program. The County agrees to provide the information and policies as outlined in 8 CCR 1403-1 to CDEC prior to adopting the aforementioned policies and to update their Child Care Program County Plan when changes impact the administration of the Program.
- e. In addition to what is required by statute or rule, the parties agree that information and policies provided by the County to CDEC, as described in paragraph (d) herein, are for informational purposes and are provided to assist CDEC in meeting its responsibilities, with respect to the Child Care Program. Nothing in this MOU gives CDEC the authority to require any county policies beyond what is required by statute, Program regulations, or the Child Care Program County Plan. The County acknowledges that CDEC has the right to review, comment upon, approve, or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- f. The County will utilize the technical assistance, training, and reporting or tracking resources offered by CDEC in order to administer the Program and will meet performance measures of timeliness and accuracy.
- g. The County will meet timely processing requirements as outlined in 8 CCR 1403-1. Timeliness requirements are measured from the date the county receives an application or re-determination.
- h. The County will meet established accuracy requirements that ensure compliance with Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, part 98, subpart K - Error Reporting and the Federal Child Care Improper Payment Data Collection Instructions (DCI).

The parties acknowledge that the performance measures of timeliness and accuracy are, as of the signing of this MOU, the only mandated performance goals. The County's agreement to meet the performance measures is relevant to CDEC's anticipation that CDEC will, in turn, be able to meet the performance measures required by Federal guidelines.

4. DUTIES OF CDEC

- a. In consultation with the Counties, CDEC will oversee the implementation of the Child Care Program, statewide, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.
- b. CDEC will monitor the County's provision of child care services and, if necessary, perform the duties outlined in CRS §§ 26.5 Article 4, Part 1.
- c. CDEC exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Child Care Automated Tracking System (CHATS) and its application relative to the Child Care Program. Because the State Child Care Automated Tracking System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be penalized or required to follow a remediation plan due to service disruptions or for erroneous decisions made by the State Child Care Automated Tracking System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of the amount of benefits, erroneous decisions resulting in overpayments and subsequent recoveries, and erroneous decisions resulting in underpayments and subsequent supplemental payments of claims.
- d. CDEC will not penalize counties for not meeting the required eligibility performance measures when it is due to a system service disruption that impacts a county's ability to meet timeliness and accuracy rates.

CDEC acknowledges that liability to third parties resulting from erroneous, inaccurate, or inadequate State Child Care Automated Tracking System notices to Child Care Program households, is properly the State's liability. CDEC will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph c as a State Child Care Automated Tracking System caused error. This provision does not apply to any errors, claims, or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow applicable program regulations in 9 CCR 2503-8, 8 CCR 1403-1, 9 CCR 2503-8 or any other applicable regulation promulgated by CDEC. This provision does apply to the State Child Care Automated Tracking System training and data entry rules and/or any rules that are part of the State Child Care Automated Tracking System rule engine.

- e. CDEC will consider county recommendations and feedback provided to the Rules Advisory Committee (RAC) and/or RAC County Subcommittee related to proposed policies or proposed rule changes that may impact performance measures and help meet federal guidelines.
- f. CDEC will formally communicate in writing the established Performance Measures by outlining the requirements for timeliness and accuracy via a Program memo.
- g. CDEC will use valid data from the State Child Care Automated Tracking System and other sources, as necessary, to accurately calculate the County's performance measures. Prior to submitting its calculation to the federal government, CDEC will provide the County with the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity, and proper calculation of the accuracy rates.
- h. CDEC will provide counties with reports that summarize the results of the Quality Assurance

reviews on a monthly basis

- i. CDEC will develop and provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program and to meet performance measures. A CDEC technical issue that cannot be resolved within 48 hours will be factored into a County's timeliness rate as a mitigating factor during the time that the issue is unresolved.
- j. CDEC will develop and provide online, on-demand, or one on one training for Program staff.
- k. CDEC will provide reports on County performance monthly.
- l. The amount identified for a county's level of spending, as required by section 26.5-4-110(6) C.R.S., shall be identified annually in the Allocation Agency Letter.
- m. CDEC will ensure that requests for CHATS Pilot/LMS or CHATS access for County CCCAP staff are processed within two (2) business days of the request.
- n. CDEC will ensure, via agreement with LCO's, that Counties are only responsible for CCCAP timeliness once the application is received by the county.

5. JOINT CDEC AND COUNTY DUTIES

- a. CDEC and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to timeliness and accuracy as described in Section 3.
- b. As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federal and state performance requirements.
- c. The State and the Counties will work together to ensure that the information entered and reported in the State Child Care Automated Tracking System and the Colorado Benefits Management System (for the purposes of data matching and Colorado Works Child Care cases) are as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the applicable state systems.

6. REMEDIATION PLANS

- a. The County, in consultation with CDEC, may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the established performance measures;
 - iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program

regulation;

- iv. Failing to meet timely processing requirements or Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year and as described in section 3.

7. PENALTIES

- a. According to CRS §§ 26.5-4-115, a county or group of counties may be penalized for not meeting any obligation under this performance contract and may include a reduction in a future county block grant allocation.
- b. Subject to the limitations set forth herein, if CDEC is subject to a federal penalty, and the County's remediation plan was insufficient, CDEC may impose penalties on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the negotiated performance measures;
 - iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program regulation.
 - iv. Failing to meet timely processing and accuracy requirements as described in section 3.
- c. A penalty will not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- d. The county will not be penalized or required to follow a remediation plan if:
 - i. The County can demonstrate by a preponderance of evidence that CDEC provided inaccurate guidance, training, or data with regards to performance under this MOU; and,
 - ii. That the County's reliance on this information is the proximate cause for the imposed penalties. If the County can only demonstrate that it is the proximate cause for part of the penalty, the County will not be liable for that portion of the penalty.
 - iii. The CDEC fails to provide monthly timeliness reports to the County

8. PROCEDURES FOR IMPOSING A REMEDIATION PLAN OR PENALTIES

- a. The process for a penalty or remediation plan against the County or group of Counties by CDEC will be as follows:
 - i. CDEC will provide the County with written notice of the County's failure to meet any performance measure outlined in this MOU. This notification will include all associated documentation that supports CDEC's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged

performance problem.

- ii. If the County's remediation plan does not rectify the performance problem, CDEC may determine the appropriate level of penalty. CDEC shall take into consideration as a mitigating factor any alleged violation of a state regulation, if that regulation exceeds or conflicts with the requirements of the federal law. CDEC will provide the County one hundred eighty (180) days written notice of the proposed penalty before imposing any penalty. This notification will include the rationale of imposing the penalty, as well as all associated documentation, a calculation of the proposed penalty, and an indication of what constitutes a remedy or correction that will allow the County to avert the penalty, if any remedy or correction is possible. Upon receiving such notice, the County has ninety (90) days to contest, explain or offer evidence of mitigating factors, before CDEC imposes the penalty.
- iii. If a penalty is imposed by the Federal Government as a result of a county's actions, CDEC will impose a penalty against that county proportionate to the county's responsibility which cannot be greater than that imposed by the Federal Government. If CDEC has incurred a penalty due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be penalized for its share of the penalty.
- b. CDEC will provide the County with all documents received from the federal government related to any proposed or imposed federal penalty within twenty (20) days of receipt, together with all CDEC documents related to the actions giving rise to that federal penalty, or that related to the penalty process or how the County's share of the penalty was determined. If CDEC fails to provide the required documentation within the twenty (20) days, CDEC may not hold the County liable for that penalty.

9. CIRCUMSTANCES FOR CDEC ASSUMING ADMINISTRATION

- a. As outlined in CRS §§ 26.5-4-115 (2), if the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDEC, at its sole discretion, may assume the County's administration and implementation of the Child Care Program.

In that event, CDEC will provide the County with ninety (90) days of written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or correct the failure before CDEC assumes the duties.

- b. If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion may ask CDEC to assume the County's administration and implementation of the Child Care Program.
- c. If CDEC assumes the County's administration and implementation of the Child Care Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS §§ 26.5-4-110. CDEC will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS §§ 26.5-4-114.
- d. CDEC has no authority to require counties to pay MOE (Maintenance of Effort) for any program other than CCCAP.

10. DISCRETIONARY MATTERS

The parties agree that all portions of Part 1 of Article 4 of Title 26.5 that grant discretion to CDEC or the County regarding the administration of the Child Care Program in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

11. SEVERABILITY

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

12. INTEGRATION OF UNDERSTANDING

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendments hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendments hereto shall have any force or effect unless embodied in a written amendment executed by the parties.

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State Statutes, the State Plan, and Program regulations. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

13. NO THIRD-PARTY BENEFICIARY

This MOU is binding on CDEC, and the County or group of Counties, as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDEC and the County or group of Counties to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third-party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

14. DISPUTE RESOLUTION

According to CRS §§ 26.5-4-115, if a disagreement concerning this performance contract arises between the County or group of Counties and the CDEC, either party may request resolution of the disagreement through an independent dispute resolution process that is agreed upon by the parties. If necessary to assure services are available within the County or group of counties, the Department may enter into a temporary agreement with the County or group of Counties or with another public or private agent until the disagreement is resolved.

DEPARTMENT DIRECTOR,
STATE OF COLORADO DEPARTMENT OF EARLY CHILDHOOD

Executive Director or Designee

COUNTY OF Delta COLORADO,
by and through the BOARD OF COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____



COLORADO

Department of Early Childhood

MEMORANDUM OF UNDERSTANDING

The State of Colorado Department of Early Childhood and the Board of County Commissioners or other elected governing body of **Delta** County, Colorado.

This Memorandum of Understanding (MOU) is made on this 1st day of January 2023 between the State of Colorado Department of Early Childhood (CDEC) and the Board of the County Commissioners or other elected governing body of **Delta** County (the “County”).

CDEC is the sole state agency with the responsibility to administer or supervise the administration of the Colorado Child Care Assistance Program as outlined in CRS §§ 26.5-1-106 and CRS §§ 26.5-4-104.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal “Personal Responsibility and Work Opportunity Reconciliation Act of 1996” thereby adopting the Colorado Child Care Assistance Program (“Child Care Program”); referred to as the “Program” for the purposes of this MOU.

CRS §§ 26.5-4-115 requires CDEC, and each County, either acting singly or as a group of Counties, to enter into an annual performance contract that includes but is not limited to, requirements and provisions that address each party’s duties and responsibilities to work in a collaborative manner to administer, financially support, and implement the Child Care Assistance Program using fair and objective criteria.

CDEC and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDEC and the County:

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

The parties agree that the provisions of this MOU constitute compliance with CRS §§ 26.5-4-115.

2. TERM

The term of this MOU will be from January 1, 2023, through June 30, 2025. This MOU shall be reaffirmed annually through an amendment that shall be signed by all applicable parties.

3. REQUIRED DUTIES OF THE COUNTY

- a. The County will administer and implement the Child Care Assistance Program using fair and objective criteria, and in compliance with Federal law, State Statute, and applicable program regulations in 9 CCR 2503-8, 8 CCR 1403-1, 9 CCR 2501-1, and 11 CCR 2508-1.

- b. The County will not restrict eligibility or the provisions of services, nor will it impose penalties that are inconsistent with State Statute or Federal law and applicable program regulations, including the process and penalties outlined in 9 CCR 2503-8, and 8 CCR 1403-1.
- c. The County will maintain sufficient records and will permit CDEC or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDEC as specified in CRS §§ 6-17-100 and CRS §§ 26.5-4-118. The County must also continue to report to CDEC in accordance with the Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, parts 98 AND 99, and State regulations, to include 9 CCR 2503-8, 8 CCR 1403-1 8 CCR 1403-1, 9 CCR 2501-1, and 11 CCR 2508-1, or any other applicable regulation promulgated by CDEC and must report to CDEC in the future, as required by law. In addition, counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- d. As specified by Program regulations and State statutes, counties shall have flexibility in determining the approaches needed to achieve federal and state requirements and to utilize allowable local level policies to manage their budget within their CCCAP Allocation. The County agrees to provide CDEC with its adopted policies and any updated written information when, or if, changes to these policies are made in the Program. The County agrees to provide the information and policies as outlined in 8 CCR 1403-1 to CDEC prior to adopting the aforementioned policies and to update their Child Care Program County Plan when changes impact the administration of the Program.
- e. In addition to what is required by statute or rule, the parties agree that information and policies provided by the County to CDEC, as described in paragraph (d) herein, are for informational purposes and are provided to assist CDEC in meeting its responsibilities, with respect to the Child Care Program. Nothing in this MOU gives CDEC the authority to require any county policies beyond what is required by statute, Program regulations, or the Child Care Program County Plan. The County acknowledges that CDEC has the right to review, comment upon, approve, or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- f. The County will utilize the technical assistance, training, and reporting or tracking resources offered by CDEC in order to administer the Program and will meet performance measures of timeliness and accuracy.
- g. The County will meet timely processing requirements as outlined in 8 CCR 1403-1. Timeliness requirements are measured from the date the county receives an application or re-determination.
- h. The County will meet established accuracy requirements that ensure compliance with Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, part 98, subpart K - Error Reporting and the Federal Child Care Improper Payment Data Collection Instructions (DCI).

The parties acknowledge that the performance measures of timeliness and accuracy are, as of the signing of this MOU, the only mandated performance goals. The County's agreement to meet the performance measures is relevant to CDEC's anticipation that CDEC will, in turn, be able to meet the performance measures required by Federal guidelines.

4. DUTIES OF CDEC

- a. In consultation with the Counties, CDEC will oversee the implementation of the Child Care Program, statewide, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.
- b. CDEC will monitor the County's provision of child care services and, if necessary, perform the duties outlined in CRS §§ 26.5 Article 4, Part 1.
- c. CDEC exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Child Care Automated Tracking System (CHATS) and its application relative to the Child Care Program. Because the State Child Care Automated Tracking System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be penalized or required to follow a remediation plan due to service disruptions or for erroneous decisions made by the State Child Care Automated Tracking System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of the amount of benefits, erroneous decisions resulting in overpayments and subsequent recoveries, and erroneous decisions resulting in underpayments and subsequent supplemental payments of claims.
- d. CDEC will not penalize counties for not meeting the required eligibility performance measures when it is due to a system service disruption that impacts a county's ability to meet timeliness and accuracy rates.

CDEC acknowledges that liability to third parties resulting from erroneous, inaccurate, or inadequate State Child Care Automated Tracking System notices to Child Care Program households, is properly the State's liability. CDEC will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph c as a State Child Care Automated Tracking System caused error. This provision does not apply to any errors, claims, or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow applicable program regulations in 9 CCR 2503-8, 8 CCR 1403-1, 9 CCR 2503-8 or any other applicable regulation promulgated by CDEC. This provision does apply to the State Child Care Automated Tracking System training and data entry rules and/or any rules that are part of the State Child Care Automated Tracking System rule engine.

- e. CDEC will consider county recommendations and feedback provided to the Rules Advisory Committee (RAC) and/or RAC County Subcommittee related to proposed policies or proposed rule changes that may impact performance measures and help meet federal guidelines.
- f. CDEC will formally communicate in writing the established Performance Measures by outlining the requirements for timeliness and accuracy via a Program memo.
- g. CDEC will use valid data from the State Child Care Automated Tracking System and other sources, as necessary, to accurately calculate the County's performance measures. Prior to submitting its calculation to the federal government, CDEC will provide the County with the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity, and proper calculation of the accuracy rates.
- h. CDEC will provide counties with reports that summarize the results of the Quality Assurance

reviews on a monthly basis

- i. CDEC will develop and provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program and to meet performance measures. A CDEC technical issue that cannot be resolved within 48 hours will be factored into a County's timeliness rate as a mitigating factor during the time that the issue is unresolved.
- j. CDEC will develop and provide online, on-demand, or one on one training for Program staff.
- k. CDEC will provide reports on County performance monthly.
- l. The amount identified for a county's level of spending, as required by section 26.5-4-110(6) C.R.S., shall be identified annually in the Allocation Agency Letter.
- m. CDEC will ensure that requests for CHATS Pilot/LMS or CHATS access for County CCCAP staff are processed within two (2) business days of the request.
- n. CDEC will ensure, via agreement with LCO's, that Counties are only responsible for CCCAP timeliness once the application is received by the county.

5. JOINT CDEC AND COUNTY DUTIES

- a. CDEC and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to timeliness and accuracy as described in Section 3.
- b. As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federal and state performance requirements.
- c. The State and the Counties will work together to ensure that the information entered and reported in the State Child Care Automated Tracking System and the Colorado Benefits Management System (for the purposes of data matching and Colorado Works Child Care cases) are as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the applicable state systems.

6. REMEDIATION PLANS

- a. The County, in consultation with CDEC, may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the established performance measures;
 - iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program

regulation;

- iv. Failing to meet timely processing requirements or Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year and as described in section 3.

7. PENALTIES

- a. According to CRS §§ 26.5-4-115, a county or group of counties may be penalized for not meeting any obligation under this performance contract and may include a reduction in a future county block grant allocation.
- b. Subject to the limitations set forth herein, if CDEC is subject to a federal penalty, and the County's remediation plan was insufficient, CDEC may impose penalties on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the negotiated performance measures;
 - iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program regulation.
 - iv. Failing to meet timely processing and accuracy requirements as described in section 3.
- c. A penalty will not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- d. The county will not be penalized or required to follow a remediation plan if:
 - i. The County can demonstrate by a preponderance of evidence that CDEC provided inaccurate guidance, training, or data with regards to performance under this MOU; and,
 - ii. That the County's reliance on this information is the proximate cause for the imposed penalties. If the County can only demonstrate that it is the proximate cause for part of the penalty, the County will not be liable for that portion of the penalty.
 - iii. The CDEC fails to provide monthly timeliness reports to the County

8. PROCEDURES FOR IMPOSING A REMEDIATION PLAN OR PENALTIES

- a. The process for a penalty or remediation plan against the County or group of Counties by CDEC will be as follows:
 - i. CDEC will provide the County with written notice of the County's failure to meet any performance measure outlined in this MOU. This notification will include all associated documentation that supports CDEC's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged

performance problem.

- ii. If the County's remediation plan does not rectify the performance problem, CDEC may determine the appropriate level of penalty. CDEC shall take into consideration as a mitigating factor any alleged violation of a state regulation, if that regulation exceeds or conflicts with the requirements of the federal law. CDEC will provide the County one hundred eighty (180) days written notice of the proposed penalty before imposing any penalty. This notification will include the rationale of imposing the penalty, as well as all associated documentation, a calculation of the proposed penalty, and an indication of what constitutes a remedy or correction that will allow the County to avert the penalty, if any remedy or correction is possible. Upon receiving such notice, the County has ninety (90) days to contest, explain or offer evidence of mitigating factors, before CDEC imposes the penalty.
 - iii. If a penalty is imposed by the Federal Government as a result of a county's actions, CDEC will impose a penalty against that county proportionate to the county's responsibility which cannot be greater than that imposed by the Federal Government. If CDEC has incurred a penalty due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be penalized for its share of the penalty.
- b. CDEC will provide the County with all documents received from the federal government related to any proposed or imposed federal penalty within twenty (20) days of receipt, together with all CDEC documents related to the actions giving rise to that federal penalty, or that related to the penalty process or how the County's share of the penalty was determined. If CDEC fails to provide the required documentation within the twenty (20) days, CDEC may not hold the County liable for that penalty.

9. CIRCUMSTANCES FOR CDEC ASSUMING ADMINISTRATION

- a. As outlined in CRS §§ 26.5-4-115 (2), if the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDEC, at its sole discretion, may assume the County's administration and implementation of the Child Care Program.

In that event, CDEC will provide the County with ninety (90) days of written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or correct the failure before CDEC assumes the duties.

- b. If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion may ask CDEC to assume the County's administration and implementation of the Child Care Program.
- c. If CDEC assumes the County's administration and implementation of the Child Care Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS §§ 26.5-4-110. CDEC will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS §§ 26.5-4-114.
- d. CDEC has no authority to require counties to pay MOE (Maintenance of Effort) for any program other than CCCAP.

10. DISCRETIONARY MATTERS

The parties agree that all portions of Part 1 of Article 4 of Title 26.5 that grant discretion to CDEC or the County regarding the administration of the Child Care Program in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

11. SEVERABILITY

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

12. INTEGRATION OF UNDERSTANDING

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendments hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendments hereto shall have any force or effect unless embodied in a written amendment executed by the parties.

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State Statutes, the State Plan, and Program regulations. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

13. NO THIRD-PARTY BENEFICIARY

This MOU is binding on CDEC, and the County or group of Counties, as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDEC and the County or group of Counties to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third-party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

14. DISPUTE RESOLUTION

According to CRS §§ 26.5-4-115, if a disagreement concerning this performance contract arises between the County or group of Counties and the CDEC, either party may request resolution of the disagreement through an independent dispute resolution process that is agreed upon by the parties. If necessary to assure services are available within the County or group of counties, the Department may enter into a temporary agreement with the County or group of Counties or with another public or private agent until the disagreement is resolved.

DEPARTMENT DIRECTOR,
STATE OF COLORADO DEPARTMENT OF EARLY CHILDHOOD

Executive Director or Designee

COUNTY OF Delta COLORADO,
by and through the BOARD OF COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____



Program: Child Welfare
Policy Title: Child Welfare On-Call Expectations
Effective Date: 01/01/2023

REFERENCES/REGULATION

CDHS Volume 7.601.4

BACKGROUND INFORMATION

Volume 7.601.4 Referral Procedures:

“County departments shall have staff continuously available twenty-four (24) hours a day to receive referrals of alleged abuse and/or neglect, conduct initial reviews of such referrals and assess those referrals that are appropriate for child welfare services.”

Continuously available means the assignment of a person to be near an operable telephone and available to respond to a referral in person. If that person is not available, they will have made arrangements with a co-worker or with the on-call supervisor to provide the same coverage and that change in coverage will have been communicated to the Hotline County Connection Center (HCCC) and Delta County Sheriff's Office Dispatch unit.

PURPOSE

To define Delta County's Child Welfare on-call process and expectations of the on-call workers and on-call supervisors.

POLICY

Policy will apply to all certified Child Welfare caseworkers, supervisors, and Adult and Family Services Administrator. Expectations will be utilized for after-hours referrals received from Hotline County Connection Center (HCCC) and Law Enforcement.

PROCEDURE:

The following workers are required to be part of the on-call rotation: Child Welfare intake workers, and Child Welfare ongoing workers.

The following supervisors are required to be part of the supervisory on-call rotation: Child Welfare intake supervisor, Child Welfare ongoing supervisor, and Adult and Family Services Administrator.

The on-call caseworker is on-call from 5:00 pm Thursday to 8:00 am the following Friday. When the approved paid holiday falls on a weekday, the on-call caseworker changes to the assigned holiday caseworker at 8:00 am and they remain on-call until 8:00 am the next day. Then the regular rotation continues with the weekly assigned caseworker. The on-call supervisor follows the same rotation as the on-call caseworker.

The Adult and Family Services Administrator provides monthly calendar schedules three or more months in advance. Changes to the schedule can be requested by the on-call caseworker and approved by the supervisors. All changes will be communicated to the on-call caseworkers, the HCCC, and Delta County Sheriff's Office dispatch unit. Supervisors will arrange for this on-call coverage among themselves and will communicate the schedule to on-call caseworkers, supervisors, and Adult and Family Services Administrator.

Typically, the on-call caseworker is assigned any emergent calls that are received in the office after 4:00 pm on work days. In situations where there may be imminent safety concerns, caseworkers who are already working with a family may transfer assessments to the on-call worker half hour before the end of their day. These transitions must be coordinated with a supervisor.

The on-call caseworker is required to provide emergency Child Welfare services on holidays and weekends as well as take APS referral information to pass onto the Adult Protection Unit. They must be immediately available by telephone and must respond by phone to any calls within 20 minutes of receiving them. The on-call caseworker must be able to respond in person as quickly as possible depending on their location at the time of the call, never longer than one (1) hour. The on-call caseworker's realistic response time must be clearly communicated to the agency or individual who has requested their in-person response. They cannot use alcohol or mind and function altering medications while on-call.

The on-call supervisor is required to be available to the on-call caseworker by phone or text during non-office hours and must respond to any calls or texts within 10 minutes of receiving them. The on-call supervisor is expected to provide only phone, text, or computer-based support to the on-call caseworker except in circumstances in which the on-call caseworker requires in-person support or there is a report of an egregious nature. This will be determined on a case-by-case basis.

All after-hours calls are received by the HCCC hotline and are routed to the on-call caseworker via telephone. Workers are encouraged not to give out their personal telephone numbers to members of the public or other professionals but to use an agency cell phone.

Support staff will log onto Trails Mod every morning to prepare for the intake supervisor and communicate if staff responded verbally or in person. The on-call caseworker is responsible for entering any contact into the notes section in Trails Mod. If the on-call staff is not able to enter a note, then they will send an email of the contact to the on-call supervisors and Adult and Family Services Administrator group or attend the RED team to update the team on their contact.



Each worker is paid \$37.00 per night of on-call from Monday through Friday nights and \$58.00 per night of on-call for Saturday and Sunday nights. This additional pay must be noted on the worker's time sheet as completed monthly.

A holiday on-call selection is chosen in the prior year by random. Depending on staff size a caseworker may have one or more holidays in the upcoming years. During a selected holiday the caseworker will cover the business day during the week that was normally on the rotation.

Caseworkers are allowed to trade their on-calls if conflicts arise. They are also allowed to give away or take extra on-calls, if one person would prefer to not be on-call and another person is willing to take another week. The person who was actually on-call must claim that time on their time entry.

If the on-call caseworker needs assistance, they first contact the on-call supervisor using the calendar assigned supervisor. If the supervisor is not available, they will contact the Adult and Family Services Administrator.

Most on-call situations can be handled over the phone, and caseworkers are encouraged to handle calls over the phone as much as possible. If law enforcement requests an in-person response and it meets criteria for an immediate response according to Volume 7 the on-call caseworker shall respond in person.

All caseworkers must record their time spent working while they are on-call. This includes any time on the phone, responding in person (including travel time), and documentation. It is the caseworker's responsibility to inform their supervisor of this time through their flex time tracking document. The flex tracking documents will be overseen by the caseworker's supervisor. Approval of flex time will be issued by the Adult and Family Administrator or the Human Services Director. Supervisors will ensure there is no build up of over thirty hours per month of flex time.

Questions regarding this policy should be directed to the Director of Human Services: (970) 874-2072

Signed by:

DELTA COUNTY HUMAN SERVICES DIRECTOR

DATE

CHAIR, DELTA COUNTY BOARD OF COUNTY COMMISSIONERS

DATE



SHERIFF MARK L. TAYLOR

Undersheriff Quinn Archibeque

DeltaCounty.com/Sheriff

Monday, December 12, 2022

Delta County Detention Facility Population Count Report

Description	Total
Male Inmates (County Jail)	42
Female Inmates (County Jail)	10
Transgender Inmates (County Jail)	0
Male Inmates Department of Corrections (DOC)	5
Female Inmates Department of Corrections (DOC)	1
Transgender Inmates Department of Corrections (DOC)	0
Total	58

**Average Daily Inmate Population for the week of:
12/05/22 through 12/12/22 was 63.00.**

"Serving with Pride"

Fwd: Weekly work report

1 message

Robbie LeValley <rlevalley@deltacounty.com>
To: Teri Stephenson <tstephenson@deltacounty.com>

Fri, Dec 2, 2022 at 4:18 PM

----- Forwarded message -----

From: **Mark McMillan** <mmcmillan@deltacounty.com>

Date: Fri, Dec 2, 2022 at 4:03 PM

Subject: Weekly work report

To: Robbie LeValley <rlevalley@deltacounty.com>, Mike Lane <mlane@deltacounty.com>, Don Suppes <dsuppes@deltacounty.com>, Wendell Koontz <wkoontz@deltacounty.com>, John Allen <jallen@deltacounty.com>, Tim McCracken <tmccracken@deltacounty.com>, Chuck Stein <cstein@deltacounty.com>, Dan Sickles <dsickles@deltacounty.com>

This week Dist.1 has been hauling sand to the fairgrounds, sanding slick roads and working on the parking lot at the boat ramp project.

NOTICE: This email transmission from the County of Delta, and any documents, files, or previous email messages attached to it, are intended solely for the individual(s) to whom it is addressed and may contain information that is confidential, legally privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any unauthorized review, forwarding, printing, copying, distribution, or use of this transmission or the information it contains is strictly prohibited. A misdirected transmittal of this email does not constitute waiver of any applicable privilege. If you received this transmission in error, please immediately notify the sender and delete the original transmission and its attachments. Notwithstanding the foregoing, sender and receiver should be aware that all incoming and outgoing emails may be subject to the Colorado Open Records Act, C.R.S. 24-72-200.1 et seq. Thank you.

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Robbie LeValley
Delta County Administrator

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Fwd: Attached Image

1 message

Robbie LeValley <rlevalley@deltacounty.com>
To: Teri Stephenson <tstephenson@deltacounty.com>

Sat, Dec 3, 2022 at 7:32 AM

----- Forwarded message -----

From: **Dan Sickles** <dsickles@deltacounty.com>

Date: Fri, Dec 2, 2022 at 3:28 PM

Subject: Fwd: Attached Image

To: Michelle Baier <mbaier@deltacounty.com>, Gary Bardessona <gbardessona@deltacounty.com>, John Allen <jallen@deltacounty.com>, Mark McMillan <mmcmillan@deltacounty.com>, Chuck Stein <cstein@deltacounty.com>, Wendell Koontz <wkoontz@deltacounty.com>, Lindsay Mitchell <lmitchell@deltacounty.com>, Mike Lane <mlane@deltacounty.com>, Dan Sickles <dsickles@deltacounty.com>, District 4 Crusher <crusher@deltacounty.com>, Don Suppes <dsuppes@deltacounty.com>, Robbie LeValley <rlevalley@deltacounty.com>, Tim McCracken <tmccracken@deltacounty.com>

I wanted to attach this also to the weekly report, this is the sketch map layout of the crusher at the Ellison Pit.

----- Forwarded message -----

From: <rb2-no-reply@deltacountyco.gov>

Date: Fri, Dec 2, 2022 at 3:26 PM

Subject: Attached Image

To: Dan Email <dsickles@deltacounty.com>

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--

Robbie Baird LeValley
Delta County Administrator
Phone (o) 970-874-2102

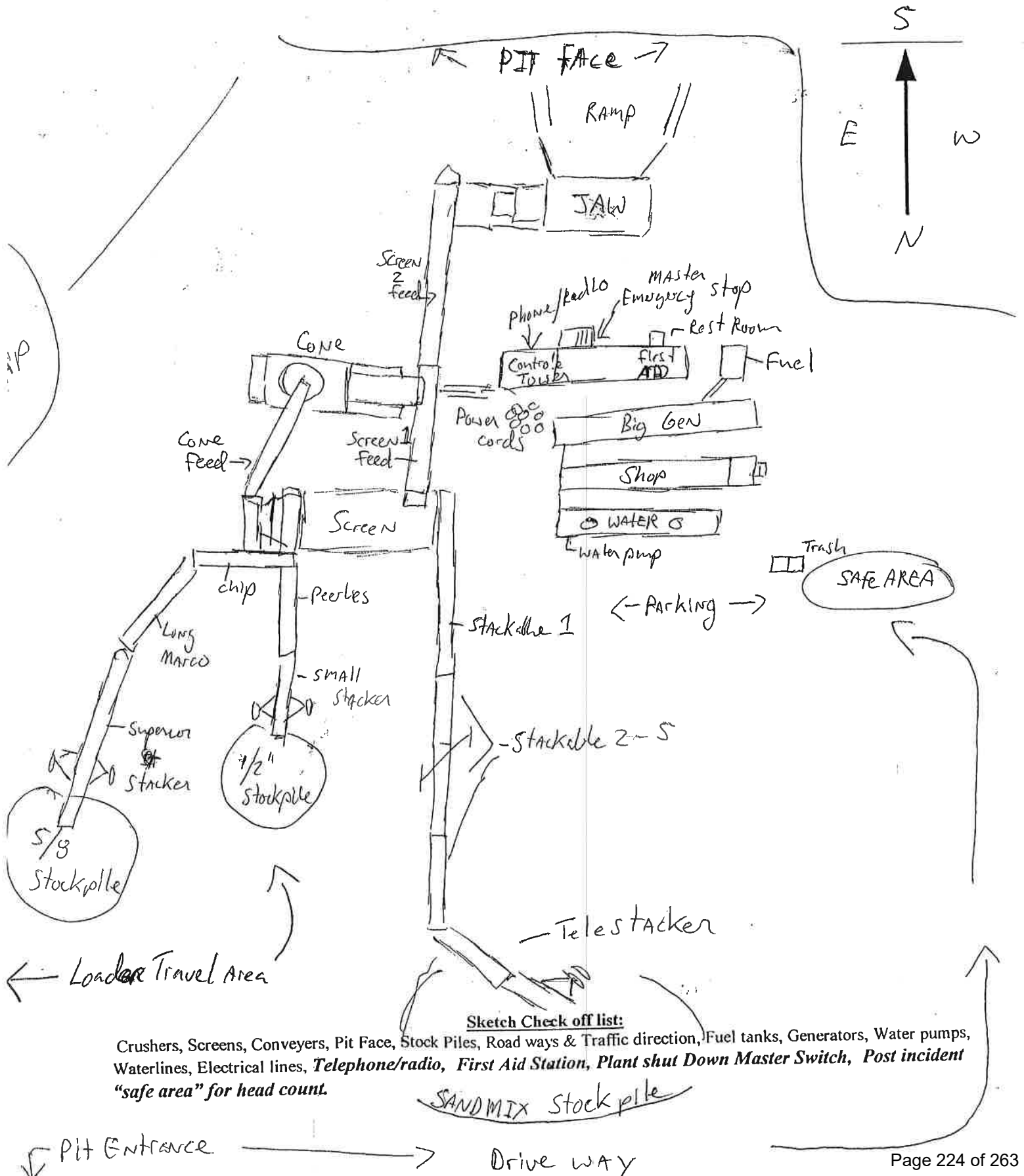
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 **1380_001.pdf**
84K

DELTA COUNTY CRUSHER, ASPHALT, and GRAVEL PIT SKETCH MAP

PIT NAME: Ellison

DATE: 11-29-2022



COUNTY ATTORNEY'S AGENDA

Board of County Commissioners Regular Meeting

December 20, 2022

REGULAR SESSION:

1. Board's consideration of resolution authorizing purchase, the Chair to sign contract and for the County Attorney to sign closing documents for real property owned by Hickam and Castle located in Hotchkiss, Colorado.
2. Resolution authorizing penalty assessment procedure for various violations as provided in C.R.S. § 16-2-201 including a graduated fine schedule.
3. Board's consideration of Fixed Base Operator's Agreement and Lease with Smiling Aviation, Inc. – Blake Field.

RESOLUTION
OF THE
BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF DELTA, STATE OF COLORADO

RESOLUTION NO. 2022-R-_____

**RESOLUTION AUTHORIZING PURCHASE, THE CHAIR TO SIGN CONTRACT AND
FOR THE COUNTY ATTORNEY TO SIGN CLOSING DOCUMENTS
FOR REAL PROPERTY OWNED BY HICKAM AND CASTLE
LOCATED IN HOTCHKISS, CO**

WHEREAS, the County of Delta (County) has executed a Contract to Buy real estate located at 575 S. River Lane/TBD Highway 92, Hotchkiss, Colorado.

WHEREAS, the purchase of this property furthers County purposes; and

WHEREAS, pursuant to C.R.S. 30-11-101(1)(c) the County has the power to sell, convey, or exchange real property; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delta County as follows:

1. The Board hereby authorizes the transaction as described above and in the Contract to Buy and Sell Real Estate and Counterproposal attached and incorporated herein.
2. The Board authorizes the Chair to sign the Contract to Buy and Sell Real Estate and Counterproposal.
3. The Board hereby authorizes the County Attorney to sign all additional documents necessary to execute and consummate this contract, purchase and closing on behalf of the County of Delta/Delta County Board of County Commissioners.

ADOPTED this 20th day of December, 2022.

**BOARD OF COUNTY COMMISSIONERS
OF DELTA COUNTY, COLORADO**

ATTEST:

Teri A. Stephenson
Delta County Clerk and Recorder

[SEAL]

By: _____
Don Suppes, Chair

Wendell Koontz, Vice Chair

Mike Lane, Commissioner

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR
OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

☒ Property with No Residences)
☐ Property with Residences-Residential Addendum Attached)

Date: November 15, 2022

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Delta County, a body politic and corporate, acting through its Board of County Commissioners (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☒ Other

2.2. **No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. **Seller.** Jonathan Hickam and Shannon Castle (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Delta, Colorado (insert legal description):

See attached exhibit A

known as: Apportion of Parcel No. 324331100014 HICKAM SA CO STATE Zip
Street Address City State

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):
2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

N/A

2.5.3. **Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. **Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items): N/A

N/a

2.6. Exclusions. The following items are excluded (Exclusions):

N/A

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

N/A

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

N/A

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

N/A

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

N/A

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer ☒ Does ☐ Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

N/A

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	12/8/2022
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	12/13/2022
4	§ 8	Record Title Objection Deadline	12/20/2022

5	§ 8	Off-Record Title Deadline	12/6/2022
6	§ 8	Off-Record Title Objection Deadline	12/13/2022
7	§ 8	Title Resolution Deadline	12/20/2022
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	12/6/2022
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	12/6/2022
23	§ 6	Appraisal Objection Deadline	12/13/2022
24	§ 6	Appraisal Resolution Deadline	12/20/2022
		Survey	
25	§ 9	New ILC or New Survey Deadline	12/6/2022
26	§ 9	New ILC or New Survey Objection Deadline	12/13/2022
27	§ 9	New ILC or New Survey Resolution Deadline	12/20/2022
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	12/20/2022
29	§ 8	Mineral Rights Examination Deadline	12/20/2022
30	§ 10	Inspection Termination Deadline	12/13/2022
31	§ 10	Inspection Objection Deadline	12/20/2022
32	§ 10	Inspection Resolution Deadline	12/20/2020
33	§ 10	Property Insurance Termination Deadline	12/6/2022
34	§ 10	Due Diligence Documents Delivery Deadline	12/13/2022
35	§ 10	Due Diligence Documents Objection Deadline	12/20/2022
36	§ 10	Due Diligence Documents Resolution Deadline	12/20/2022
37	§ 10	Environmental Inspection Termination Deadline	12/20/2022
38	§ 10	ADA Evaluation Termination Deadline	N/A
39	§ 10	Conditional Sale Deadline	N/A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
41	§ 11	Estoppel Statements Deadline	12/13/2022
42	§ 11	Estoppel Statements Termination Deadline	12/20/2022
		Closing and Possession	
43	§ 12	Closing Date	1/12/2023
44	§ 17	Possession Date	at closing
45	§ 17	Possession Time	at closing
46	§ 27	Acceptance Deadline Date	11/28/2022
47	§ 27	Acceptance Deadline Time	5:00p m.

105 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
106 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 25,000.00	
2	§ 4.3.	Earnest Money		\$2500.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$22,500.00
10		TOTAL	\$25,000.00	\$25,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ _____ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a Cashier's Check, will be payable to and held by title company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

151 4.3.2.2. **Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer
153 is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

154 4.4. **Form of Funds; Time of Payment; Available Funds.**
155 4.4.1. **Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
156 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
157 check, savings and loan teller's check and cashier's check (Good Funds).

158 4.4.2. **Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
159 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH
160 NONPAYING PARTY WILL BE IN DEFAULT.**

161 4.4.3. **Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have
162 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

163 4.5. **New Loan.**
164 4.5.1. **Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
165 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

166 4.5.2. **Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
167 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional
168 Provisions).

169 4.5.3. **Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
170 ☐ **Conventional** ☐ **Other** _____

171 4.6. **Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
172 set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
173 presently at the rate of _____ % per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐
174 **Property Insurance Premium** and ☐ _____.

175 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will
176 not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and
177 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which
178 causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or
179 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before Closing Date.

180 Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release
181 from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at Closing of an appropriate
182 letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount
183 not to exceed \$ _____.

184 4.7. **Seller or Private Financing.**
185 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers
186 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed
187 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,
188 including whether or not a party is exempt from the law.

189 4.7.1. **Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer**
190 ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before Seller or
191 **Private Financing Deadline.**

192 4.7.1.1. **Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
193 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
194 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,
195 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

196 4.7.2. **Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
197 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
198 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**
199 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

201 5.1. **New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
202 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
203 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.
204 5.2. **New Loan Terms; New Loan Availability.**

206 5.2.1. **New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
207 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
208 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
209 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
210 satisfactory to Buyer, in Buyer's sole subjective discretion.

211 5.2.2. **New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
212 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
213 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
214 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
215 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
216 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
217 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
218 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
219 Survey).

220 5.3. **Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
221 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
222 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
223 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
224 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
225 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
226 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
227 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
228 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

229 5.4. **Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
230 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
231 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
232 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
233 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
234 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
235 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
236 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
237 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

238 6. APPRAISAL PROVISIONS.

239 6.1. **Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
240 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
241 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
242 valued at the Appraised Value.

243 6.2. **Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
244 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

245 6.2.1. **Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
246 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
247 **Objection Deadline**:

248 6.2.1.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
249 or

250 6.2.1.2. **Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
251 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

252 6.2.1.3. **Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
253 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
254 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
255 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

256 6.3. **Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
257 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
258 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
259 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
260 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
261 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

262 6.4. **Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ Buyer
263 ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
264 agent or all three.

265 7. **OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
266 Communities and subject to one or more declarations (Association).

267 7.1. **Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
268 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
269 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
270 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
271 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
272 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS
273 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD
274 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS
275 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING
276 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A
277 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF
278 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL
279 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE
280 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE
281 ASSOCIATION.

282 7.2. **Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
283 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
284 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
285 of the Association Documents, regardless of who provides such documents.

286 7.3. **Association Documents.** Association documents (Association Documents) consist of the following:
287 7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
288 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
289 C.R.S.;

290 7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
291 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
292 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
293 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, **Governing Documents**); and

294 7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
295 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
296 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
297 (**Association Insurance Documents**);

298 7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as
299 disclosed in the Association's last Annual Disclosure;

300 7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget
301 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
302 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
303 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
304 Association's community association manager or Association will charge in connection with the Closing including, but not limited
305 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
306 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
307 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
308 7.3.5., collectively, **Financial Documents**);

309 7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
310 C.R.S., within the past six months and the result of whether the Association approved or disapproved such action (**Construction
311 Defect Documents**). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 102.
312 (**Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition**) including any problems or defects in the common
313 elements or limited common elements of the Association property.

314 7.4. **Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
315 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
316 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
317 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
318 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
319 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing

Date. Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____
Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice

to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before Record Title Deadline. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before Record Title Objection Deadline. Should Buyer receive the Tax Certificate after Record Title Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before Third Party Right to Purchase/Approve Deadline, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before Title Resolution Deadline, this Contract will terminate on the expiration of Title Resolution Deadline, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of Title Resolution Deadline. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☒ Does ☐ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the Mineral Rights Examination Deadline.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ New Improvement Location Certificate (New ILC); or, (2) ☒ New Survey in the form of _____; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☒ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☒ Buyer or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before New ILC or New Survey Deadline.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of New ILC or New Survey Resolution Deadline).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely

disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the **Inspection Resolution Deadline** passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.4.2.** Property tax bills for the last _____ years;

- ☐ 10.6.1.4.3. As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- ☐ 10.6.1.4.4. A list of all Inclusions to be conveyed to Buyer;
- ☐ 10.6.1.4.5. Operating statements for the past _____ years;
- ☒ 10.6.1.4.6. A rent roll accurate and correct to the date of this Contract;
- ☒ 10.6.1.4.7. A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- ☐ 10.6.1.4.8. All insurance policies pertaining to the Property and copies of any claims which have been made for the past _____ years;
- ☒ 10.6.1.4.9. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- ☒ 10.6.1.4.10. Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- ☒ 10.6.1.4.11. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- ☒ 10.6.1.4.12. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- ☐ 10.6.1.4.13. Other:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☒ Seller ☐ Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____ at the expense of ☒ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by ¹⁴ _____ days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☒ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended

Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before ADA Evaluation Termination Deadline, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as _____ Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before Conditional Sale Deadline if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☒ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit. Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required § 11.1. above and deliver the same to Buyer on or before Estoppel Statements Deadline.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before Estoppel Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the Closing Date or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by title company.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to Closing Date, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ for:

☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company

and must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign

person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the Closing Date, except as otherwise provided:
16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☒ Most Recent Mill Levy and Most Recent Assessed Valuation, ☐ Other _____.

16.1.2. Rents. Rents based on ☐ Rents Actually Received ☒ Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and _____.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.
16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date by the Association will be the obligation of ☐ Buyer ☐ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on Possession Date at Possession Time, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 50.00 per day (or any part of a day notwithstanding § 3.3., Day) from Possession Date and Possession Time until possession is delivered.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 24.1., on or before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or

replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Home Warranty. [Intentionally Deleted]

18.6. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is **LIQUIDATED DAMAGES** and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is **SELLER'S ONLY REMEDY** for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps

to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before Acceptance Deadline Date and Acceptance Deadline Time. If accepted, this document will become a contract between Seller and

880 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
881 copies taken together are deemed to be a full and complete contract between the parties.

882 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
883 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
884 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due**
885 **Diligence and Source of Water.**

886 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

887 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
888 Commission.)

889 This Contract is contingent upon a completed boundary line adjustment allowing Seller to transfer the Property to
890 the Buyer. Seller and Buyer agree to participate in good faith in completing the boundary line adjustment. Seller
891 and Buyer agree that certain dates and deadlines listed in paragraph 3.1 may need to be adjusted to account for
892 any delay with the boundary line adjustment process.

893 Seller represents that to the best of their knowledge they are the owners of 100% of oil, gas, minerals and mineral
894 rights including, but not limited to, all sand and gravel rights in relation to the Property. Seller further represents
895 that to the best of their knowledge there is no current lease of any oil, gas, minerals and mineral rights including,
896 but not limited to, all sand and gravel rights in relation to the Property. Buyer and Seller agree that this contract
897 includes the sale of 100% of Seller's interest in oil, gas, minerals and mineral rights including, but not limited to, all
898 sand and gravel rights in relation to the Property

900 **30. OTHER DOCUMENTS.**

901 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:

902
903
904
905 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:
906 Delta County / Hickam & Castle Boundary Line Adjustment PLN22-## Plat created by Wilmore and Company
907 and dated September 16, 2022.
908

909 **SIGNATURES**

910 Buyer's Name: Delta County, a body corporate and politic, acting through its Board of County Commissioners

Buyer's Name: _____

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Address: 560 Dodge Street

Address: _____

Delta, CO 81418

Phone No.: 970-874-2090

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: jbaijen@delatcounty.com

Email Address: _____

911 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: Jonathan D. Hickam

Seller's Name: Shannon M. Castle

Seller's Signature _____ Date 12/7/2022

Seller's Signature _____ Date 7 December 2022

Address: PO Box 854
Hotchkiss, CO 81419
Phone No.: 970-210-4273
Fax No.:
Email Address: jon@redglobeinc.com

Address: PO Box 854
Hotchkiss, CO 81419
Phone No.:
Fax No.:
Email Address:

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm ☐ Buyer ☐ Other _____.
This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

B. Broker Working with Seller

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ Seller's Agent ☐ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ Seller ☐ Buyer ☐ Other _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name:

Brokerage Firm's License#:

Broker's Name:

Broker's License#:

Broker's Signature

Date

Address:

Phone No.:

Fax No.:

Email Address:

914

Exhibit A

TRANSFERRING PARCEL

A parcel of land located within the SW1/4 of the NE1/4 of Section 31, Township 14 South, Range 92 West of the 6th P.M., having a description based upon a bearing of N.89°51'54"W. from the CE1/16 Corner (monumented by a 2-1/2" aluminum cap PLS24944) to the C1/4 Corner (monumented by a 1-1/2" aluminum cap LS14100), with all other bearings relative thereto and being more particularly described as follows:

Beginning at the point of intersection between the west line of said SW1/4 of the NE1/4 and the approximate center line of the North Fork of the Gunnison River from whence said C1/4 Corner bears S.01°49'08"W. 218.45 feet; thence along said west line N.01°49'08"E. 430.77 feet; thence leaving said west line N.89°54'21"E. 846.88 feet to the approximate center line of the North Fork of the Gunnison River; thence along said center line the following two (2) courses: (1) S.57°50'04"W. 748.83 feet; (2) thence S.81°38'37"W. 229.09 feet to the Point of Beginning, containing 4.980 acres, more or less.

County of Delta, State of Colorado

Also including 100% interest in oil, gas, minerals and mineral rights including, but not limited to, all sand and gravel rights in relation to the parcel described above.



- 2. What is the major source of energy for the biosphere?
 Light from the sun
- 3. What is the major source of energy for the biosphere?
 Light from the sun
- 4. What is the major source of energy for the biosphere?
 Light from the sun
- 5. What is the major source of energy for the biosphere?
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- 6. What is the major source of energy for the biosphere?
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- 7. What is the major source of energy for the biosphere?
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- 8. What is the major source of energy for the biosphere?
 Light from the sun
- 9. What is the major source of energy for the biosphere?
 Light from the sun
- 10. What is the major source of energy for the biosphere?
 Light from the sun

LANDS OF SPAIN

1. **Spain** (1977-1980) (1981-1984) (1985-1988) (1989-1992) (1993-1996) (1997-2000) (2001-2004) (2005-2008) (2009-2012) (2013-2016) (2017-2020) (2021-2024) (2025-2028) (2029-2032) (2033-2036) (2037-2040) (2041-2044) (2045-2048) (2049-2052) (2053-2056) (2057-2060) (2061-2064) (2065-2068) (2069-2072) (2073-2076) (2077-2080) (2081-2084) (2085-2088) (2089-2092) (2093-2096) (2097-2100) (2101-2104) (2105-2108) (2109-2112) (2113-2116) (2117-2120) (2121-2124) (2125-2128) (2129-2132) (2133-2136) (2137-2140) (2141-2144) (2145-2148) (2149-2152) (2153-2156) (2157-2160) (2161-2164) (2165-2168) (2169-2172) (2173-2176) (2177-2180) (2181-2184) (2185-2188) (2189-2192) (2193-2196) (2197-2200) (2201-2204) (2205-2208) (2209-2212) (2213-2216) (2217-2220) (2221-2224) (2225-2228) (2229-2232) (2233-2236) (2237-2240) (2241-2244) (2245-2248) (2249-2252) (2253-2256) (2257-2260) (2261-2264) (2265-2268) (2269-2272) (2273-2276) (2277-2280) (2281-2284) (2285-2288) (2289-2292) (2293-2296) (2297-2300) (2301-2304) (2305-2308) (2309-2312) (2313-2316) (2317-2320) (2321-2324) (2325-2328) (2329-2332) (2333-2336) (2337-2340) (2341-2344) (2345-2348) (2349-2352) (2353-2356) (2357-2360) (2361-2364) (2365-2368) (2369-2372) (2373-2376) (2377-2380) (2381-2384) (2385-2388) (2389-2392) (2393-2396) (2397-2400) (2401-2404) (2405-2408) (2409-2412) (2413-2416) (2417-2420) (2421-2424) (2425-2428) (2429-2432) (2433-2436) (2437-2440) (2441-2444) (2445-2448) (2449-2452) (2453-2456) (2457-2460) (2461-2464) (2465-2468) (2469-2472) (2473-2476) (2477-2480) (2481-2484) (2485-2488) (2489-2492) (2493-2496) (2497-2500) (2501-2504) (2505-2508) (2509-2512) (2513-2516) (2517-2520) (2521-2524) (2525-2528) (2529-2532) (2533-2536) (2537-2540) (2541-2544) (2545-2548) (2549-2552) (2553-2556) (2557-2560) (2561-2564) (2565-2568) (2569-2572) (2573-2576) (2577-2580) (2581-2584) (2585-2588) (2589-2592) (2593-2596) (2597-2600) (2601-2604) (2605-2608) (2609-2612) (2613-2616) (2617-2620) (2621-2624) (2625-2628) (2629-2632) (2633-2636) (2637-2640) (2641-2644) (2645-2648) (2649-2652) (2653-2656) (2657-2660) (2661-2664) (2665-2668) (2669-2672) (2673-2676) (2677-2680) (2681-2684) (2685-2688) (2689-2692) (2693-2696) (2697-2700) (2701-2704) (2705-2708) (2709-2712) (2713-2716) (2717-2720) (2721-2724) (2725-2728) (2729-2732) (2733-2736) (2737-2740) (2741-2744) (2745-2748) (2749-2752) (2753-2756) (2757-2760) (2761-2764) (2765-2768) (2769-2772) (2773-2776) (2777-2780) (2781-2784) (2785-2788) (2789-2792) (2793-2796) (2797-2800) (2801-2804) (2805-2808) (2809-2812) (2813-2816) (2817-2820) (2821-2824) (2825-2828) (2829-2832) (2833-2836) (2837-2840) (2841-2844) (2845-2848) (2849-2852) (2853-2856) (2857-2860) (2861-2864) (2865-2868) (2869-2872) (2873-2876) (2877-2880) (2881-2884) (2885-2888) (2889-2892) (2893-2896) (2897-2900) (2901-2904) (2905-2908) (2909-2912) (2913-2916) (2917-2920) (2921-2924) (2925-2928) (2929-2932) (2933-2936) (2937-2940) (2941-2944) (2945-2948) (2949-2952) (2953-2956) (2957-2960) (2961-2964) (2965-2968) (2969-2972) (2973-2976) (2977-2980) (2981-2984) (2985-2988) (2989-2992) (2993-2996) (2997-3000) (3001-3004) (3005-3008) (3009-3012) (3013-3016) (3017-3020) (3021-3024) (3025-3028) (3029-3032) (3033-3036) (3037-3040) (3041-3044) (3045-3048) (3049-3052) (3053-3056) (3057-3060) (3061-3064) (3065-3068) (3069-3072) (3073-3076) (3077-3080) (3081-3084) (3085-3088) (3089-3092) (3093-3096) (3097-3100) (3101-3104) (3105-3108) (3109-3112) (3113-3116) (3117-3120) (3121-3124) (3125-3128) (3129-3132) (3133-3136) (3137-3140) (3141-3144) (3145-3148) (3149-3152) (3153-3156) (3157-3160) (3161-3164) (3165-3168) (3169-3172) (3173-3176) (3177-3180) (3181-3184) (3185-3188) (3189-3192) (3193-3196) (3197-3200) (3201-3204) (3205-3208) (3209-3212) (3213-3216) (3217-3220) (3221-3224) (3225-3228) (3229-3232) (3233-3236) (3237-3240) (3241-3244) (3245-3248) (3249-3252) (3253-3256) (3257-3260) (3261-3264) (3265-3268) (3269-3272) (3273-3276) (3277-3280) (3281-3284) (3285-3288) (3289-3292) (3293-3296) (3297-3300) (3301-3304) (3305-3308) (3309-3312) (3313-3316) (3317-3320) (3321-3324) (3325-3328) (3329-3332) (3333-3336) (3337-3340) (3341-3344) (3345-3348) (3349-3352) (3353-3356) (3357-3360) (3361-3364) (3365-3368) (3369-3372) (3373-3376) (3377-3380) (3381-3384) (3385-3388) (3389-3392) (3393-3396) (3397-3400) (3401-3404) (3405-3408) (3409-3412) (3413-3416) (3417-3420) (3421-3424) (3425-3428) (3429-3432) (3433-3436) (3437-3440) (3441-3444) (3445-3448) (3449-3452) (3453-3456) (

[illegible]

1. The first of these is the fact that the Government has been unable to secure the necessary funds to carry out its policy. This is due to the fact that the Government has been unable to secure the necessary funds to carry out its policy. This is due to the fact that the Government has been unable to secure the necessary funds to carry out its policy.

[illegible]

WILMORE & COMPANY
PROFESSIONAL LAND SURVEYING, INC.
2200 Grand Avenue
P.O. Box 1079
Pueblo, Colorado 81002
419.231.7870 ext. 200
419.231.7879 ext. 200
www.wilmoreandcompany.com

DELTA COUNTY, COLORADO
WITHIN THE S.W. 1/4 OF SEC. 31, T.14S., R.55W., S7TH PA.
DELTA COUNTY, COLORADO

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CP40-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR
OTHER COUNSEL BEFORE SIGNING.

COUNTERPROPOSAL

Date: 12/13/2022

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated November 15, 2022 (Contract) between Delta County, a body politic and corporate, acting through its Board of County Commissioners (Seller) and Jonathan Hickam and Shannon Castle (Buyer) relating to the sale and purchase of the following legally described real estate in the County of Delta, Colorado (insert legal description):
See Exhibit A as included with the contract dated November 15, 2022

known as: A portion of Parcel No 324331100014 Hotchkiss CO 81419 (Property).
Street Address City State Zip

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. § 3.1. Dates and Deadlines. [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 3	Time of Day Deadline		X	
2	§ 3	Alternative Earnest Money Deadline	1/9/2023		
		Title			
3	§ 8	Record Title Deadline (and Tax Certificate)	1/13/2023		
4	§ 8	Record Title Objection Deadline	1/20/2023		
5	§ 8	Off-Record Title Deadline	1/9/2023		
6	§ 8	Off-Record Title Objection Deadline	1/13/2023		
7	§ 8	Title Resolution Deadline	1/20/2023		
8	§ 8	Third Party Right to Purchase/Approve Deadline		X	
		Owners' Association			
9	§ 7	Association Documents Deadline		X	
10	§ 7	Association Documents Termination Deadline		X	
		Seller's Disclosures			
11	§ 10	Seller's Property Disclosure Deadline	1/9/2023		
12	§ 10	Lead-Based Paint Disclosure Deadline		X	
		Loan and Credit			
13	§ 5	New Loan Application Deadline		X	
14	§ 5	New Loan Terms Deadline		X	
15	§ 5	New Loan Availability Deadline		X	
16	§ 5	Buyer's Credit Information Deadline		X	
17	§ 5	Disapproval of Buyer's Credit Information Deadline		X	
18	§ 5	Existing Loan Deadline		X	
19	§ 5	Existing Loan Termination Deadline		X	
20	§ 5	Loan Transfer Approval Deadline		X	
21	§ 4	Seller or Private Financing Deadline		X	
		Appraisal			
22	§ 6	Appraisal Deadline	1/9/2023		
23	§ 6	Appraisal Objection Deadline	1/13/2023		

24	§ 6	Appraisal Resolution Deadline	1/20/2023		
		Survey			
25	§ 9	New ILC or New Survey Deadline	1/9/2023		
26	§ 9	New ILC or New Survey Objection Deadline	1/13/2023		
27	§ 9	New ILC or New Survey Resolution Deadline	1/20/2023		
		Inspection and Due Diligence			
28	§ 2	Water Rights Examination Deadline	1/20/2023		
29	§ 8	Mineral Rights Examination Deadline	1/20/2023		
30	§ 10	Inspection Termination Deadline	1/20/2023		
31	§ 10	Inspection Objection Deadline	1/13/2023		
32	§ 10	Inspection Resolution Deadline	1/20/2023		
33	§ 10	Property Insurance Termination Deadline	1/20/2023		
34	§ 10	Due Diligence Documents Delivery Deadline	1/9/2023		
35	§ 10	Due Diligence Documents Objection Deadline	1/13/2023		
36	§ 10	Due Diligence Documents Resolution Deadline	1/20/2023		
37	§ 10	Environmental Inspection Objection Deadline (CBS2, 3, 4)	1/20/2023		
38	§ 10	ADA Evaluation Termination Deadline (CBS2, 3, 4)	1/20/2023		
39	§ 10	Conditional Sale Deadline		X	
40	§ 10	Lead-Based Paint Termination Deadline		X	
41	§ 11	Estoppel Statements Deadline (CBS2, 3, 4)	1/13/2023		
42	§ 11	Estoppel Statements Termination Deadline (CBS2, 3, 4)	1/20/2023		
		Closing and Possession			
43	§ 12	Closing Date	1/30/2023		
44	§ 17	Possession Date		X	
45	§ 17	Possession Time		X	

26 3. § 4. PURCHASE PRICE AND TERMS. [Note: This table may be omitted if inapplicable.]

27 The Purchase Price set forth below is payable in U. S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.3	Earnest Money		\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$
10		TOTAL	\$	\$

28
29 4. ATTACHMENTS. The following are a part of this Counterproposal:

30
31
32
33 Note: The following documents have been provided but are not a part of this Counterproposal:

34
35
36
37 5. OTHER CHANGES.

38
39
40

41 6. **ACCEPTANCE DEADLINE.** This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced by
42 their signatures below and the offering party to this document receives notice of such acceptance on or before
43 12/19/2022 5:00p.m.

44 Date Time

45 If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms
46 and conditions of the Contract remain the same.
47
48

Buyer's Name: Delta County, a body politic and corporate, acting through its Board of County Commissioners

Buyer's Name: _____

Buyer's Signature _____ Date _____

Address: 560 Dodge Street
Delta, CO 81416
Phone No.: 970-874-2090
Fax No.: _____
Email Address: jbaier@deltacounty.com

Buyer's Signature _____ Date _____

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

Seller's Name: Jonathan D. Hickam

Seller's Name: Shannon M. Castle

Seller's Signature _____ Date _____

Address: PO Box 854
Hotchkiss, CO 81419
Phone No.: 970-210-4273
Fax No.: _____
Email Address: jon@redglobeinc.com

Seller's Signature _____ Date _____

Address: PO Box 854
Hotchkiss, CO 81419
Phone No.: _____
Fax No.: _____
Email Address: _____

49 **Note:** When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal.
50 Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure portion of the Contract.
51

RESOLUTION
OF THE
BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF DELTA, STATE OF COLORADO

RESOLUTION NO. 2022-R-_____

**RESOLUTION AUTHORIZING PENALTY ASSESSMENT PROCEDURE FOR
VARIOUS VIOLATIONS AS PROVIDED IN C.R.S. § 16-2-201 INCLUDING A
GRADUATED FINE SCHEDULE**

WHEREAS, pursuant to § 30-15-401, C.R.S., the Board of County Commissioners of Delta County, Colorado (hereinafter the “Board”) has the general enabling power to adopt ordinances for the control or licensing of those matters of purely local concern and to do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease; and

WHEREAS, § 30-15-402(1), C.R.S., authorizes a penalty assessment procedure for violations of Ordinances adopted pursuant to C.R.S. Title 30, Article 15, Part 4. Such graduated fine schedule may provide for increased penalty assessments for repeat offenses by the same individual.

WHEREAS, § 30-28-124, C.R.S. was recently amended with the enactment of SB 21-271 which reclassified zoning violations as civil infractions.

WHEREAS, The Board recently amended the Delta County Land Use Code to authorize a penalty assessment procedure for certain violations of the Land Use Code. Such graduated fine schedule may provide for increased penalty assessments for repeat offenses by the same individual.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delta County as follows:

1. The Board hereby adopts the following Penalty Assessment and Graduated Fine Schedule:

Ordinance 2022-01 Prohibiting the Accumulation of Rubbish (Junk) within Delta County

First offense	\$100
Second offense	\$250
Third offense	\$500
Fourth and subsequent offense	\$1000

Delta County Land Use Code – Zoning Resolution offense

First offense	\$100
Second offense	\$250
Third offense	\$500
Fourth and subsequent offense	\$1000

ADOPTED this 20th day of December, 2022.

BOARD OF COUNTY COMMISSIONERS
OF DELTA COUNTY, COLORADO

By: _____
Don Suppes, Chair

ATTEST:

Teri A. Stephenson
Delta County Clerk and Recorder

Wendell Koontz, Vice Chair

[SEAL]

Mike Lane, Commissioner

FIXED BASE OPERATOR'S AGREEMENT AND LEASE

DELTA COUNTY - BLAKE FIELD

THIS AGREEMENT made this ____ day of December, 2022, between the BOARD OF COUNTY COMMISSIONERS OF DELTA COUNTY/DELTA COUNTY, STATE OF COLORADO, herein called "Owner," and SMILING AVIATION, INC., of Delta, Colorado, herein called "FBO;"

WITNESSETH:

WHEREAS, the Owner is the owner of the Blake Field Airport, a public airport, located in Delta County, Colorado, in the vicinity of Delta, Colorado, hereinafter referred to as the "Airport", and at which it makes available a public airfield and facilities for airport purposes; and

WHEREAS, the FBO herein is desirous of engaging in multiple services in the business of fixed base operation at the Airport and for that purpose desires to lease designated premises at the Airport for its use.

NOW, THEREFORE, in consideration of the mutual covenants and payments hereinafter contained, the parties agree as follows:

1. The Owner hereby leases to the FBO the following facilities located at the Blake Field Airport, situated in the County of Delta, State of Colorado, together referred to herein as "leased premises," to-wit:

Blake Field Hangar No. 207

Blake Field Hangar No. 208

Blake Field Fueling Facilities

Blake Field Tie Down Facilities

2. FBO shall have possession subject to the terms of this Agreement the above listed leased premises from the 1st day of January, 2023, through the 31st day of December, 2032, and continuing so long as this agreement and lease is in effect.

3. Subject to the terms and conditions of this agreement, the FBO is granted a license and privilege to use the foregoing leased premises as a fixed base operation to provide such services to the public as are normally and usually provided by fixed base operations at a general aviation airport of similar size and operation level, as set forth below. The FBO shall have the right of ingress and egress to and from the Airport for the FBO, its employees, customers, guests and other invitees.

4. For the term hereof the Owner grants to the FBO the legal right to use all or part of the leased premises only for such purposes as may be granted herein, or hereinafter as approved in writing by the Owner. The FBO, for the FBO's own operations conducted in the FBO's own name, shall be authorized to and as a condition of this agreement agrees to operate an Airport fixed base operation performing the following services:

A. MANDATORY SERVICES AND PERMISSIVE SERVICES

Mandatory Services and Permissive Services as described in Exhibit A attached hereto and incorporated by reference.

When the mandatory services as listed in Exhibit A are not provided directly by the FBO, the FBO shall provide substantial notice as to those services, by whom they can be provided and how to make such arrangements. Furthermore, FBO shall publicize those services such that the users of the Airport can take maximum benefit thereof, and shall provide whatever assistance is necessary to help users take advantage of those services.

In the offering of all mandatory and permissive services the FBO shall comply with the Delta – Blake Field Airport Minimum Standards for Commercial Operators, as may be amended.

5. Consideration:

As consideration of this agreement the FBO shall pay to the Owner on a quarterly basis the following:

- A. \$1000 annual rental surcharge for Hangars 207, 208 and tie down facilities in 2023.
- B. \$2000 annual rental surcharge for Hangars 207, 208 and tie down facilities starting in 2024 and continuing for the remainder of the term of this lease.
- C. Five cents (\$0.05) per gallon flowage fee for all aviation and jet fuel sold in 2023.
- D. Ten cents (\$0.10) per gallon flowage fee for all aviation and jet fuel sold in 2024 and continuing for the remainder of the term of this lease.

FBO acknowledges the requirement to pay the separate ground lease payment for Blake Field Hangar #258 starting in January 2024.

As consideration of this agreement the Owner shall pay to the FBO on a monthly basis \$2150 per month. On January 1 of each subsequent year, starting in 2024, this amount will be adjusted +4% or the amount of the most recent yearly CPI-U Denver-Aurora-Lakewood area, whichever is less.

6. It is not the intent of this agreement to grant to FBO the exclusive right to provide any or all of the services described above during the term hereof. Owner reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical, in part or in whole, to those granted to FBO. However, Owner agrees that such rights and privileges will not be granted, nor will other commercial activities be allowed, without requiring other operators to comply with the same minimum operating standards as are required of the FBO. Any commercial operator providing the same or similar services as the FBO on a regular basis shall be required to carry the same insurance coverages as is the FBO.

7. FBO agrees that no sign shall be painted or erected in any manner upon the leased premises, including upon or in the vicinity of airport buildings, improvements, alterations or additions owned by the Owner, without receiving prior consent of the Owner, which consent shall not be unreasonably withheld, but may require conformance with uniform sign regulations, if the same are adopted by the Owner.

8. FBO agrees to maintain all of the leased premises herein and buildings, improvements, alterations or additions and other Airport facilities in a safe and clean condition and to permit no unsightly accumulation of wreckage, debris, or trash where it is visible to the general public visiting or using the airport. FBO is responsible to pay for the utilities, telephone, and water services on the leased premises.

9. The Owner, or its authorized representatives, shall at all times retain the full right to enter upon any of the leased premises for any purpose necessary, incidental to or connected with the maintenance or operation of the Airport or in the exercise of governmental functions, including but not by way of limitation, security of the Airport or for other purposes of making any inspections or repairs it deems necessary.

10. In addition to the provisions contained herein the FBO shall comply with all rules and regulations of the Owner, the County of Delta, the State of Colorado, and the United States of America or any of their agencies or political subdivisions, now in force or thereafter amended or adopted pertaining to the operation and maintenance of an airport, including but not limited to NFPA 407. Further, the Owner, as a contracting party to federal grant agreements and surplus property instruments of disposal, requires that the FBO agree as follows:

- A. FBO, in the operations to be conducted pursuant to the provisions of this lease and otherwise in the use of the airport, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, religion, sex, or national origin in any manner prohibited by Part 23 of the Regulations of the Office of the Secretary of Transportation, or any amendments thereto. The Owner reserves the right to take such action as the United States Government may direct to enforce this covenant.
- B. FBO shall furnish accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service:

PROVIDED THAT the FBO may be allowed to make reasonable and non-discriminatory discounts, rebates of other similar type of price reductions to volume purchasers.

- C. FBO shall make accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination of the basis of race, color, religion, sex, or national origin.
- D. Non-compliance with Provisions A, B, and C above shall constitute a material breach hereof and in the event of such non-compliance the Owner shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the Owner or the United States either or both said governments shall have the right to judicially enforce said Provisions A, B, and C.
- E. FBO agrees to insert the above four provisions in any lease, agreement, or contract, by which said FBO grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.
- F. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Owner and the United States, relative to the development, operation or maintenance of the Airport.
- G. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.
- H. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

11. At the FBO's option the Owner will gift (or sell for a nominal amount) a courtesy vehicle to the FBO for airport use by pilots or other airport users. The Owner agrees to transfer a used vehicle in good condition no more than once every five (5) years to the FBO for this purpose. The vehicle must be titled in the FBO's name. For all purposes the courtesy vehicle is to be owned by the FBO and the FBO is responsible for all repairs, maintenance, registration and insurance.

12. The FBO agrees to pay all ordinary and reasonable taxes, excises, license fees and permit fees of whatever nature, applicable to the FBO's operation upon the premises leased to FBO and to obtain and keep current all licenses, municipal, state or federal, required for the conduct of business upon the leased premises, and further agrees not to permit any of said taxes, excises or license fees to become delinquent. FBO also agrees not to permit any mechanic's or materialman's or any other lien to be foreclosed upon the property hereinabove described or any part or parcel thereof by reason of any work or labor performed or materials furnished by any

mechanic or materialman at FBO's request. The FBO agrees to furnish the Owner, upon request, duplicate receipts or other satisfactory evidence showing its prompt payment of all required licenses and all taxes. FBO further agrees to pay promptly when due all proper bills, debts, and obligations incurred in connection with its operation of said business on the leased premises and not permit the same to become delinquent and to suffer judgment, execution or adjudication in bankruptcy which will in any way impair the rights of the FBO under this lease.

13. It is understood by the parties that the FBO is an independent operator and not an employee or agent of the Owner. Further, the Owner shall not be responsible or liable for the operation and maintenance of the FBO's business. The FBO hereby holds the Owner harmless from any and all claims, damages or demands whatsoever arising out of the operation of said business and hereby agrees to indemnify the Owner if there should be any damage arising therefrom. In addition, the FBO shall at its own expense provide liability insurance covering said FBO's business hereunder, at a minimum, in the amounts as set forth in Exhibit B attached hereto. Said insurance shall provide that such policy may not be materially changed, altered, canceled or not renewed by the insurer without first giving thirty (30) days written notice by certified mail, return receipt requested to the Owner. The FBO's insurance policies, issued as required by this contract, shall name the Owner as additional insured and such policies shall be designated as primary and non-contributing. All such policies of insurance or certified copies thereof, together with receipts showing payment of premiums thereon shall be delivered to and left in the possession of the Owner or its designated representative.

14. In the event of default by either of the parties in any of the terms thereof, the non-defaulting party shall have all the rights allowed by law. The non-defaulting party shall give the defaulting party written notice by certified mail and the defaulting party shall have thirty (30) days to correct said default and avoid the remedy or remedies elected by the non-defaulting party.

15. This Agreement commences on the date first written above and shall continue for a period of ten years, through December 31, 2032, unless sooner terminated as follows:

- A. For default of this Agreement that is not corrected within thirty (30) days of written notice.
- B. Automatically, as of December 31 of any year in which the Owner does not officially appropriate funds to meet its obligations hereunder for the following calendar year.
- C. By either party, upon written notice of termination delivered to the other party at least ninety (90) days prior to an anniversary date of this Agreement, effective upon that anniversary date.
- D. Upon written notice by the Owner, if the FBO, or any principal owner or shareholder, has been convicted of any misdemeanor (non-traffic) or felony offense or if the FBO has filed a voluntary, or is the subject of an involuntary, petition in the United States Bankruptcy Court.

16. To the extent permitted by law, this Agreement shall be binding upon the parties hereto, their successors, representatives and assigns; provided, however, that the FBO shall not assign or transfer this agreement or any interest herein to any other person without the prior written consent of the Owner. No amendments to this Agreement shall be valid unless in writing and executed by all the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ATTEST:

Teri Stephenson
County Clerk and Recorder

12/12/2022

OWNER:
BOARD OF COUNTY COMMISSIONERS
OF DELTA COUNTY, COLORADO

By: _____
Don Suppes, Chair

Fixed Base Operator:
SMILING AVIATION, INC.

By: _____
Mark Husmann, President

Exhibit A
Mandatory and Permissive Services

MANDATORY SERVICES:

Provide for Aircraft Maintenance, including inspections and repair
Provide services from 8:00 a.m. to 5:00 p.m., Monday through Friday and in emergencies
Arrange for 24/7 telephone on-call availability for services or emergencies
Provide restroom services to pilots and passengers
Provide for aircraft de-ice service
Provide for aircraft hangaring services
Provide for aircraft movement for storage or fueling
Provide for oxygen service
Assist with aircraft recovery of disabled aircraft near on the airport grounds
Address complaints from airport users as applicable (not customer service related)
Coordinate with Colorado Division of Aeronautics as applicable and necessary
Complete minor repair and keep clear and functional the airport drainage system. Notify Owner of need for major repair or maintenance.
Perform maintenance on and complete minor repair on gates and fences
Inform Owner of significant repair needed on gates and fences
Maintain safe environment on Airport property. Complete any minor changes necessary and notify Owner of need for any major changes.
Submit and maintain NOTAMs as necessary
Sweep runway and taxi areas as needed
Provide for and manage all fueling services, monitoring tanks, pumps, and aircraft fueling. The FBO must provide fueling services during regular business hours. After hours' self-service is required.
Provide a welcoming presence to pilots and visitors
Perform general maintenance on airport grounds, e.g., sweeping, mowing, snow removal, etc. Notify Owner of need for additional maintenance.
Regularly inspect airport facilities, including the runway, lights, safety markers, etc. and immediately report to the Owner any matter that need attention
Provide courtesy vehicle for airport users
Notify Owner of violations of law or airport regulations
Maintain Unicom communication service as reasonable necessary
Manage the AWOS, including inspections and repair
Attend Blake Field Airport Advisory Committee meetings as requested
Meet at least annually with Owner as requested by Owner

PERMISSIVE SERVICES:

- A. Charter flights
- B. Aircraft Sales
- C. Avionics repair and installation
- D. Overnight hangar parking
- E. Flight Instruction
- F. Aircraft Rental
- G. Other Aeronautical Services typical of FBOs.

Exhibit B
Insurance Requirements

Aircraft and Commercial General Liability, \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Hangar Keepers Liability coverage, \$500,000 single limit per occurrence for any loss or damage to aircraft of third persons in the custody of the FBO for storage, repair or safekeeping on the airport.

Products and Completed Operations Liability coverage in the amount of \$500,000 per occurrence for bodily injury, personal injury and property damage.

Automobile Liability coverage for vehicles owned and operated by the FBO in the amount of \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

All insurance which the operator is required by the Owner to carry and keep in force shall include the Delta County Board of County Commissioners as additional named insureds. The operator shall furnish evidence of their compliance with this requirement to the Owner with proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change, if the change results in a reduction. In the event of cancellation of coverages, thirty (30) days' prior notification shall be conveyed to the Owner by the underwriter.