Agenda Item Submittal

Department Responsible for Item*	Public Works
Completion Deadline*	(This is the LAST possible date that you need the package back to your office.) 05/24/2016
Desired Agenda Date*	5/24/2016
Amount of Time Requested*	Deputy County Manager's Report
Action Requested	(Please select one or select "Other" and enter in field below.) Board of County Commissioners' Signature
Parties to the Agreement	gunnison County and Helen Whinnery
Contact Name*	Helen Whinnery
Contact Phone*	970-641-1678
Contact Fax Number	
Contact Address	2557 Highway 149
Contact City	Powderhorn
Contact State	CO
Contact Zip Code	81243
Contact E-mail address	elkhunt@hughes.net
Term Begins	5/24/2016
Term Ends	5/24/2019
Grant Contract Number	
Agenda Item*	(50 Character Limit) – Example: Services Contract – ABC LLC. Approve Gravel Acquisition Agreement Use ONLY letters, numbers and hyphens
Summary*	United Companies will be moving their crusher to this pit for a HW #149 project and are willing to crush extra material for the owner to have available to sell to others.
Fiscal Impact	Will add $75,000 worth of gravel to our inventory

Comments to Reviewers	(Enter any comments you would like for the review committee.) The Powderhorn area and CR #25 have needed gravel for the last 5 years, but we have not been able to find a willing owner to develop a pit. In addition the areas where there are potential pit sites are within sage grouse habitat. (This has been submitted previously, but may not have entered the system. I will bring the original document for signature.)
Submitted By*	Marlene D. Crosby
Submitter's email address*	mcrosby@gunnisoncounty.org
Upload any supporting Documents	(Please upload any necessary supporting documents.) LF Whinnery Pit Agreement May 2016.pdf 97.61KB
Warning:	Before you submit an item for the contract routing process, please obtain signatures from the other party, so that the Board and/or County Manager can sign and execute the document.

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MEMORANDUM AGREEMENT
FOR ACQUISITION OF GRAVEL

This agreement is entered into the 11th day of May, A.D. 2016, between the Board of County Commissioners of Gunnison County Colorado (County) and Helen Whinnery (Owner).

RECITALS

The purpose of this agreement is to provide for the acquisition of gravel by the County, from the land owned by the Owner. This land is located at 3111 Highway 149, Powderhorn, CO (Property).

TERM

The term of this Memorandum Agreement shall commence on May 15, 2016, and shall be for a period of three (3) years unless sooner terminated under the provisions hereof.

CONSIDERATION

In consideration of the rights granted to the County by this agreement, the County agrees to pay to the Owner the sum of $9.50 per ton for up to 8,000 tons of gravel crushed specifically for Gunnison County. The gravel will be crushed to a Colorado Department of Transportation (CDOT) Class 6 Aggregate Base Course specification.

Payment will be made to the Owner within seven (7) days of receipt of measurement of the quantity.

ADDITIONAL CONSIDERATION

The County agrees to no additional considerations.

COVENANTS OF OWNER AND RIGHTS OF COUNTY

In consideration of the covenants contained herein to be kept and performed by the County, the Owner agrees:

1. To permit agents and employees of the County to enter upon the property for the purposes of the agreement;

2. Notwithstanding the term of this Memorandum Agreement, the Owner expressly agrees and covenants, as an integral part of the consideration herein, to permit the County to store gravel on the site for the future use by the County for a period not to exceed three (3) years from the execution of this Memorandum Agreement and to fence and sign those piles of gravel being stored;

3. To operate, store, park and maintain such trucks and other equipment as may be necessary or desirable to carry out the intent of this agreement. Storage will be limited to those time periods gravel is being hauled from the pit;

4. To maintain access from Highway 149 through a gate at the Colorado Department of Transportation right-of-way boundary;

5. To warrant that the Owner has full right and authority to enter into this agreement and agrees to defend and hold harmless the County from any and all claims, lawsuits, demands, costs or expenses arising out claims by others who have or claim to have the right to the gravel or the property which are the subject of this agreement.

COVENANTS OF COUNTY AND RIGHTS OF OWNER

In consideration of the covenants contained herein to be kept and performed by the Owner, the County agrees to hold the Owner harmless from any claim suit, demand costs, or expenses arising solely out of the negligence of the County, its agents or employees.

Signed by the parties hereto on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO	OWNER HELEN WHINNERY
BY_____	BY Helen Whinnery
TITLE_____	TITLE Owner
ADDRESS: 195 Basin Park Drive Gunnison, CO 81230	ADDRESS: 2557 Highway 149 Powderhorn, CO 81243
DATE:_____	DATE: 05 12 2016