

- 01 - Agenda
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- 04a - CR 734 Weight Restriction
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- 05c - Applicant, Region 10, V Rogalski
- 05d - Applicant, Region 10, D Assad
- 05e - Applicant, Sage, M Babler
- 05f - Applicant, Sage, B Guerrieri
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- 05h - Applicant, STOR, J Lovelace
- 05i - Applicant, STOR, S Borden
- 07 - TAPP Funding Request

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, March 2, 2021

Page 1 of 2

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:30 am
- Call to Order; Agenda Review
 - Minutes Approval:
 1. February 23, 2021 Special Meeting
 - Scheduling
- 8:35
- County Manager's Reports:
 1. Finance Director Discussion
- 8:40
- Deputy County Manager's Reports and Project Updates:
 1. Resolution; Authorizing Temporary Weight Restriction for a Portion of County Road 734 Also Known as Slate River Road
 2. Resolution; Authorizing Temporary Seasonal Closure and Weight Restriction for a Portion of County Road 38 Also Known As Gold Basin Road
 3. Dos Rios Water Line Extension, Notice of Award, Notice to Proceed and Contractor Agreement; All Weather Earthworks, Inc.; 3/2/2021 thru 4/30/2021; \$54,300.80
- 8:50
- Gunnison County Boards and Commissions Appointments:
 1. Environmental Health Board:
 - Lynn Cudlip, Alternate Member, One-Year Term
 - Corey Bryndal, Alternate Member, One-Year Term
 2. Region 10 Committees:
 - Vincent Rogalski, Transportation Committee Member, Two-Year Term
 - David Assad, Business Loan Fund Committee Member, Two-Year Term
 3. Sage-grouse Strategic Committee:
 - Mike Babler, Public At-Large Alternate, Two-Year Term
 - Burt Guerrieri, Gunnison County Stockgrowers' Association Representative, Two-Year Term
 4. Sustainable Tourism and Outdoor Recreation Committee
 - Deanna Greco, National Park Service Representative, Two-Year Term
 - Jim Lovelace, Bureau of Land Management Representative, Two-Year Term
 - Scott Borden, Western Colorado University Representative, Two-Year Term
 5. Planning Commission:
 - Regular Member, Three-Year Term
 - Alternate Member, One-Year Term
 - Alternate Member, One-Year Term
- 9:10
- Executive Session, Pursuant to C.R.S. 24-6-402 (4) (E) (I), for Determining Positions Relative to Matters That May Be Subject to Negotiations Related to a Proposed Amendment of an Existing Conservation Easement between Gunnison County and Sopris 715 LLC Located on Real Property in Gunnison County, Developing Strategy for Negotiations, and Instructing Negotiators, and Pursuant to C.R.S. 24-6-402 (4) (B) Conferences with the County Attorney and/or Deputy County Attorney for Gunnison County for the Purposes of Receiving Legal Advice on Such Negotiations
- 9:30
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM.** Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, March 2, 2021

Page 2 of 2

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

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

GUNNISON COUNTY LOCAL MARKETING DISTRICT SPECIAL MEETING:

- 9:45 am
- Call to Order
 - Tourism and Prosperity Partnership Funding Request
 - Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/81698413135?pwd=c1IvNWJlV1h6cHA1ZDdlNUlYWkE1dz09>

Meeting ID: 816 9841 3135

Passcode: 637286

One tap mobile

+13462487799,,81698413135#,,,,*637286# US (Houston)

+14086380968,,81698413135#,,,,*637286# US (San Jose)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft February 23, 2021 Meeting Minutes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 2/23/2021 meeting minutes are attached for consideration.

Fiscal Impact: N/A

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/26/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 3/2/2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
February 23, 2021**

The February 23, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Vice-Chairperson
Liz Smith, Commissioner

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

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am.

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

1. Authorization to Submit; Early Childhood Workforce Innovation Grant; Early Milestones Colorado Foundation; \$90,723.22
2. Colorado Parks and Wildlife Impact Assistance Grant Application; Tax Year 2020; \$23,015.29
3. Authorization to Submit; Grant Application; Community Foundation of the Gunnison Valley; Continuation Funding for Sick Leave Reimbursement for Early Childhood Teachers Due to COVID-19 Related Illness/Absences
4. Intergovernmental Agreement; Nurse Home Visitor Program; County of Montrose, Colorado; Fiscal Year 2020-2021; \$86,329
5. Government Obligation Contract; KS StateBank; Landfill Compactor Purchase; \$477,108

FUNDING AGREEMENT; UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT; SHADY ISLAND PROJECT; 5/1/2020 THRU 4/30/2022; \$30,000: Community & Economic Development Department Director Cathie Pagano was present for discussion, and she stated her appreciation for the UGRWCD's local support of this project. Moved by Commissioner Smith, seconded by Commissioner Mason to approve the funding agreement with the Upper Gunnison River Water Conservancy District and authorize the Chairperson to sign on behalf of the Board. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: Accountant Kelly Weak presented the voucher approval report dated February 23, 2021 and the cash transfer authorization dated January 2021 for discussion and approval. Moved by Commissioner Mason, seconded by Commissioner Smith to approve the vouchers for \$2,491,112.30. Motion carried unanimously. Moved by Commissioner Mason, seconded by Commissioner Smith to approve the cash transfer for \$3,802,522.80. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the January 2021 Treasurer's report, an investment report dated January 31, 2021, and a six-month report ending December 31, 2021 for discussion and acceptance. Moved by Commissioner Mason, seconded by Commissioner Smith to accept the Treasurer's Report and authorize the Chairperson's signature. Motion carried unanimously.

ADJOURN: Moved by Commissioner Houck, seconded by Commissioner Smith to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 8:39 am.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

March 1, 2021 – March 31, 2021

As of 2/26/2021

Board of County Commissioners

1. **BOCC Regular Meeting**
March 2, 2021, 8:30 AM - 10:30 AM @ BOCC Boardroom
[More Details](#)

2. **Mavors & Managers Meeting - Hosted by Crested Butte Mountain Resort**
March 4, 2021, 12:00 PM - 1:30 PM
[More Details](#)

3. **Joint Work Session; Gunnison County Board of County Commissioners and the Gunnison County Planning Commission**
March 5, 2021, 10:00 AM - 1:00 PM @ BOCC Boardroom
[More Details](#)

4. **BOCC Work Session**
March 9, 2021, All Day @ BOCC Boardroom
[More Details](#)

5. **BOCC Regular Meeting**
March 16, 2021, All Day @ BOCC Boardroom
[More Details](#)

6. **BOCC Work Session & Special Meeting**
March 23, 2021, All Day @ BOCC Boardroom
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Authorizing Temporary Weight Restricti

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: March 15, 2021

Term Ends: 5/15/2021

Grant Contract #:

Summary:

This resolution has been used the past 3-5 years to protect the chip seal on CR #734, the Slate River Road. It restricts heavy loads.

Fiscal Impact: Weight restrictions save maintenance dollars

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/26/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/26/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 3/2/2021

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO**

RESOLUTION NO. 21-_____

**A RESOLUTION AUTHORIZING TEMPORARY WEIGHT RESTRICTION FOR A
PORTION OF COUNTY ROAD 734 ALSO KNOWN
AS SLATE RIVER ROAD**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado;

WHEREAS, pursuant to C.R.S. § 42-4-106 the Board has the authority to impose restrictions as to the weight of vehicles operated upon highways under the Board's jurisdiction for a period not to exceed ninety (90) days in any one calendar years;

WHEREAS, pursuant to C.R.S. § 42-4-111 the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 734 also known as the Slate River Road (hereinafter "County Road 734"), that has deteriorated and there is resource damage;

WHEREAS, that portion of County Road 734 that has deteriorated is located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead;

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 734, a temporary weight restriction has been recommended for the season beginning March 15, 2021 through May 15, 2021, or sooner if conditions allow;

WHEREAS, the Board acknowledges that it is necessary to ensure there is noninterference with the rights of property owners(s) and occupant(s) of adjacent lands; and

WHEREAS, such weight restriction will not adversely affect health and safety nor will it cause substantial injury to, or impermissibly interfere with the rights of, the owner(s) or occupant(s) of adjacent land(s).

NOW, THEREFORE, BE IT

RESOLVED, that a portion of County Road 734, located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead, is

subject to the road weight restriction of a fifteen (15) ton load limit per vehicle beginning March 15, 2021 through May 15, 2021, or sooner if conditions allow; and

RESOLVED, that adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a fifteen (15) ton load limit per vehicle for that portion of County Road 734, located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead, beginning March 15, 2021 through May 15, 2021, or sooner if conditions allow.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of March, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth K. Smith, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Authorizing Temporary Seasonal Closure

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: March 15, 2021

Term Ends: 5/15/2021

Grant Contract #:

Summary:

Each year we close a portion of CR #38, the Gold Basin Road, to prevent resource damage. Last year we did not impose a weight restriction and damage was done.

Fiscal Impact: This Resolution saves maintenance dollars

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/26/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/26/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 3/2/2021

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO**

RESOLUTION NO. 21-_____

**A RESOLUTION AUTHORIZING TEMPORARY SEASONAL CLOSURE AND
WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 38 ALSO KNOWN
AS GOLD BASIN ROAD**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado;

WHEREAS, pursuant to C.R.S. § 42-4-106 the Board has the authority to prohibit the operation of vehicles and impose restrictions as to the weight of vehicles operated upon highways under the Board's jurisdiction for a period not to exceed ninety (90) days in any one calendar year;

WHEREAS, pursuant to C.R.S. § 42-4-111 the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions and close a street or portions of it temporarily;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 38 also known as Gold Basin Road (hereinafter "County Road 38"), that has deteriorated and there is resource damage;

WHEREAS, that certain portion of County Road 38 that has deteriorated is located beyond the end of the asphalt beginning at the shooting range and stretching south to the Saguache County line;

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 38, temporary closure to the public has been recommended for the season beginning March 15, 2021 through May 15, 2021, or sooner if conditions allow;

WHEREAS, the Board acknowledges that it is necessary that property owner(s) and occupant(s) of adjacent lands are able to access their land; and

WHEREAS, closure of County Road 38 will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s).

NOW, THEREFORE, BE IT

RESOLVED, that a portion of County Road 38, located beyond the end of the asphalt beginning at the shooting range and extending south to the Saguache County line, shall

be, and hereby is, temporarily closed to the public beginning March 15, 2021 through May 15, 2021, or sooner if conditions allow;

RESOLVED, that a portion of Count Road 38, located beyond the end of the asphalt beginning at the shooting range and extending south to the Saguache County line, shall be, and hereby is, subject to the road weight restriction of a ten (10) ton load limit per vehicle beginning March 15, 2021 through May 15, 2021, or sooner if conditions allow; and

RESOLVED that there shall be, and hereby is, an exception for adjacent property owner(s) and occupant(s) of adjacent lands who are exempt from the closure to the public of that portion of County Road 38, **however**, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ____ day of March, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth K. Smith, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Dos Rios Water Line Extension, Notice of Award, No

Action Requested: County Manager Signature

Parties to the Agreement: All Weather Earthworks, Inc. and Gunnison County

Term Begins: 3/2/21

Term Ends: 4/30/2021

Grant Contract #:

Summary:

This contract is for the extension of Dos Rios Water to 4 homes on Camino Del Rio.

Fiscal Impact: Fully Reimbursed by the DOE

Submitted by: Marlene D Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/26/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and recommend approval pending provision of updated COI. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/26/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 2/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Reports

Agenda Date: 3/2/2021

NOTICE OF AWARD
DOS RIOS WATER LINE EXTENSION
INSTALLATION OF FOUR SERVICE CONNECTIONS

To: All Weather Earthworks, Inc.
102 County Road 13, Unit A
Gunnison, CO 81230

Date: _____

The Gunnison County Public Works Department has reviewed the bid proposal submitted by you for the installation of four water service lines to residences along Camino Del Rio, Dos Rios Homesites, west of Gunnison.

You are hereby notified that your bid proposal in the amount of Fifty-Four Thousand Three Hundred Dollars and Eighty Cents (\$54,300.80) has been accepted. You are hereby required, within 5 days hereof, to furnish:

1. Two (2) signed copies of the Contractor Agreement;
2. Those certificates and proof of insurance required by Section 5 of the Contractor Agreement;
3. An endorsed Payment Bond naming Contractor as Principal and a reputable financial institution as Surety defending, indemnifying and holding harmless Gunnison County against any duly tendered claim, demand, lien or suit;
4. An endorsed Performance Bond naming Contractor as Principal and reputable financial institution as Surety defending, indemnifying and holding harmless Gunnison County against any duly tendered claim, demand, lien or suit;
5. A certificate of exemption as required by Section 6 of the Contractor Agreement;

If you comply with the above requirements, you will receive a Notice to Proceed entitling you and requiring you to commence work on the project. If you fail to provide the above required documents, Gunnison County will be entitled to consider all of your rights arising out of the Notice as abandoned, forfeited and at an end.

You are required to return an acknowledged copy of the Notice to the Gunnison County Public Works Department.

By _____
Public Works Director
Gunnison County Public Works

Receipt of the foregoing Notice of Award is hereby acknowledged:

By _____
Title _____
Date _____

NOTICE TO PROCEED

To: All Weather Earthworks, Inc.
102 County Road 13, Unit A
Gunnison, CO 81230

Date: _____

Project: Dos Rios Water Line Extension

Installation of four water service lines to residences along Camino Del Rio, Dos Rios Homesites, west of Gunnison.

You are hereby authorized to commence Work in accordance with the Contractor Agreement dated _____.

The date of final completion shall be June 30, 2021.

All Change Orders, payment requests, communication, etc., shall be reviewed by the Gunnison County Public Works Director or her designated representative.

GUNNISON COUNTY
PUBLIC WORKS DEPARTMENT

By: _____
Deputy County Manager/
Public Works Director

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the _____ day of _____, 20____, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and All Weather Earthworks, Inc., whose address is 102 County Road 13, Unit A, Gunnison, CO 81230 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding installation of water service lines to four residences along Camino Del Rio, Dos Rios Homesites, west of Gunnison (herein "Services").

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

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on the Special Conditions and Sections 100, 200 and 400 of the Gunnison County Construction Standards for the Utility Department dated February, 2020. All Services shall be performed in a timely manner and with the care and skill ordinarily exercised by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality and strive to comply with all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on April 30, 2021, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement is tied to a special project that is not necessarily a part of our plan but initiated by the Department of Energy to provide domestic water to remaining Dos Rios residences within the Institutional Control Boundaries.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Fifty-Four Thousand Three Hundred Dollars and Eighty Cents (\$54,300.80). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, **listing Gunnison County as an additional insured**, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which includes coverage for all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is not entitled to: (I) Unemployment insurance benefits; or (II) Workers Compensation Coverage, from Gunnison

County. Further, Contractor is obligated to pay Federal and State Income Tax on any moneys paid it related to the Services.

7. INDEMNIFICATION.

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

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it does not now knowing employ or contract with an unauthorized immigrant who will perform work under this Agreement, and that Contractor will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all Contractor's employees who are hired to perform work under this Agreement.

- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. ADA COMPLIANCE.

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

11. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or in part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

14. NOTICES.

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

Gunnison County: Deputy County Manager
Gunnison County
195 Basin Park Drive
Gunnison, Colorado 81230
Phone: 970-641-0044

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: All Weather Earthworks, Inc.
102 County Road 13, Unit A
Gunnison, CO 81230

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

15. GOVERNING LAW.

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

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

18. MEDIATION.

Any dispute between Gunnison County and Contractor arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Contractor and Gunnison county mutually agree otherwise.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Installation of four (4) water service lines to residences along Camino Del Rio, Dos Rios Homesites, west of Gunnison.

Weather permitting, work may proceed during the winter months with two week's notice to the homeowner and County.



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

PERFORMANCE BOND

Philadelphia Indemnity Insurance Company

BOND NUMBER: CE12565900099

KNOW ALL MEN BY THESE PRESENTS:

That we All Weather Earthworks, Inc., 510 South Wisconsin, Gunnison CO 81230

(Insert full name and address or legal title of Principal)

As Principal, (hereinafter called **Principal**), and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania as Surety, (hereinafter called **Surety**), are held and firmly bound unto County of Gunnison, 200 East Virginia, Gunnison CO 81230

(Insert full name and address or legal title of Obligee)

As Obligee, (hereinafter called **Obligee**), in the amount of Fifty-Four Thousand Three Hundred and 80/100

Dollars (\$ 54,300.80) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated February 1, 2021

entered into a contract with Obligee for Dos Rios Water Line Extension

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly complete the Contract in accordance with its terms and conditions.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 11th day of February, 2021.

All Weather Earthworks, Inc.

Principal

By: _____ (SEAL)

Witness

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: [Signature] (SEAL)

Gary L Eastman

Attorney-in-Fact

Witness



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

LABOR AND MATERIAL PAYMENT BOND Philadelphia Indemnity Insurance Company

Bond Number CE12565900099

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OBLIGEE CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That we All Weather Earthworks, Inc., 510 South Wisconsin, Gunnison CO 81230 as Principal, (hereinafter called **Principal**), and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania as Surety, (hereinafter called **Surety**), are held and firmly bond unto

County of Gunnison, 200 East Virginia, Gunnison CO 81230

as Oblige, (hereinafter called **Obligee**), for the use and benefit of claimants as herein below defined, in the amount of Fifty-Four Thousand Three Hundred and 80/100 Dollars, (\$ 54,300.80) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 1, 2021 entered into a contract with obligee for which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with the Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental or equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Oblige, that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Oblige, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Oblige or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 11th day of February, 2021.

Principal All Weather Earthworks, Inc.

By: _____ (SEAL)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: Gary T. Eastman (SEAL)

Gary T. Eastman, Attorney-In-Fact

Witness

Witness

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Sunday, January 17, 2021 7:11:42 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Environmental Health Board

First and Last Name Lynn Cudlip

Address 1388 CR 8

City Gunnison

Phone 970-209-1143

Email Address lcudlip@gmail.com

Why would you like to serve on this Board or Commission? I want to express my interest in serving on the Environmental Health Board for another term as an alternate. My interest stems from a career working in water quality assessment and wetlands work associated with the Clean Water Act. I found the few times that we met as a board in the past year to be informative and fair to those requesting variances.

I am hopeful that I can continue to serve Gunnison County, and feel that I can make fair decisions based on the facts and other information presented.

Additional Comments *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Monday, January 18, 2021 7:34:40 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Environmental Health Board

First and Last Name Corey Bryndal

Address PO Box 3526

City Crested Butte

Phone 3033785005

Email Address corey@bryndal.com

Why would you like to serve on this Board or Commission? Continuing service from previous terms. Glad to help out with septic system variance & associated reviews.

Additional Comments *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Gunnison County Administration
200 E. Virginia
Gunnison, CO 81230

January 27, 2021

Dear Gunnison County Commissioners:

I would very much like to continue my efforts with Region 10. Over the years this has become a challenging opportunity to further the interests of Gunnison County and our Region. Specifically, my efforts in the area of Transportation have proven to be of value.

I currently hold the positions of:

Chairman: Gunnison Valley Transportation Planning Region
Chairman: State Transportation Advisory Committee (STAC)
Committee member on:
 CDOT Transit and Rail Advisory Committee (TRAC)
 CDOT Efficiency and Accountability Committee

With my position as Chairman of the STAC, I currently attend the CDOT's Transportation Commission's workshops and meetings. I also make a report to the Transportation Commission at their monthly meeting.

The 2045 long range planning process was just completed and will affect the future of Transportation in our valley. We now have a 10 year pipeline of projects on our list of priorities. We will be starting one of our major priority projects in April, "The Little Blue Creek Canyon". Two other projects of interest are on 135; two intersection projects, one at Brush Creek and the other at Cement Creek. These will require Major input both in planning and funding from Gunnison County.

Thank you for appointing me in the past, and I look forward to working with you in the future. Again, I would very much like to continue my efforts with Region 10.

Sincerely,



Deacon Vincent J. Rogalski
804 Sunny Slope Dr.
Gunnison, CO 81230

Cell Phone: 970-209-0380
E-mail: vrogal@montrose.net

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, February 11, 2021 1:26:50 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or
position applying for: Region 10

First and Last Name David Assad

Address PO Box 1674

City Gunnison

Phone 2257158857

Email Address david@icelab.co

Why would you like to
serve on this Board or
Commission? I am applying for the Region 10 Business Loan Fund Committee. My background in finance with small and large companies coupled with my knowledge of startups and their challenges may be an asset to the committee. I am passionate about encouraging entrepreneurs on the Western Slope of Colorado.

Additional Comments Thank you for your consideration.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Saturday, January 30, 2021 1:42:43 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Gunnison Basin Sage-grouse Strategic Committee

First and Last Name Mike Babler

Address P.O. Box 3063, 154 UPPER ALLEN ROAD

City Crested Butte

Phone 3038700887

Email Address Skikahiltna@msn.com

Why would you like to serve on this Board or Commission? I have been an alternate to the committee in the past and want to continue to participate. I have a masters in Wildlife Biology, am retired with more than 40 years in natural resource management with Federal, State and non profit organizations. I want to help protect/enhance habitat and the species while meeting local needs and federal/state requirements.

Additional Comments *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Katherine Haase

Subject: FW: Sage grouse strategic committee; Board meeting

From: Jason Peterson <jasonpeterson970@gmail.com>

Sent: Monday, February 22, 2021 7:49 AM

To: Jonathan Houck

Subject: Sage grouse strategic committee; Board meeting

[EXTERNAL SENDER - USE CAUTION]

Commissioner Houck:

Don Sabrowski resigned as the alternate member for Gunnison County Stockgrowers' Association on the Gunnison Basin Sage Grouse Strategic Committee. Stockgrowers wishes to replace Mr. Sabrowski with Burt Guerrieri at the earliest possible time. Please let me know if there is any other information you may need.

Hannah mentioned you would like to come to attend a board meeting to discuss wolves. Our next meeting is Monday March 1st at 6pm and we would be glad to put you on the agenda. If Liz and Roland would like to attend they are also welcome. Just let me know.

Thanks,
Jason Peterson
President, Gunnison County Stockgrowers

Sent from my iPhone

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, January 28, 2021 12:04:37 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Deanna Greco

Address 102 Elk Creek

City Gunnison

Phone 970-452-1375

Email Address deanna_greco@nps.gov

Why would you like to serve on this Board or Commission? The Curecanti National Recreation Area receives approximately one million visitors per year and \$42 million in economic output into local economies. I think it is imperative for the park to be an active participant and support local efforts at maintaining and creating new sustainable recreational opportunities.

Additional Comments *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, January 28, 2021 11:57:47 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Jim Lovelace

Address 210 West Spencer Avenue, Suite A

City Gunnison, CO

Phone (970) 642-4953

Email Address jlovelac@blm.gov

Why would you like to serve on this Board or Commission? To serve as agency liaison for the Bureau of Land Management's Gunnison Filed Office. To offer feedback as well as identify opportunities and challenges as we work together to manage our public lands.

Additional Comments *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, January 28, 2021 12:20:32 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Scott Borden

Address 44 ROUNDTREE RD

City GUNNISON

Phone 5635804221

Email Address sborden@western.edu

Why would you like to serve on this Board or Commission? It has been an honor serving on this group and the NFF Stewardship Fund Committee. I'd like to continue if you'll have me. I think as the Director of our OIMBA Program at Western, I have a unique skill set and position to support. At our meeting today, I am proposing a STOR Fellowship for a student to support the growth of the NFF Grant. I hope this is just one of many more collaborations between STOR and Western.

Additional Comments *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: TAPP Funding Request

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached request.

Fiscal Impact: \$350,000

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Projected Fund Balance Dec 31 2021 = \$1,323,164

There are enough funds to cover this new funding request.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/26/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 2/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 3/2/2021

Tourism and Prosperity Partnership



LMD request
-March 2021-

TAPP Principles

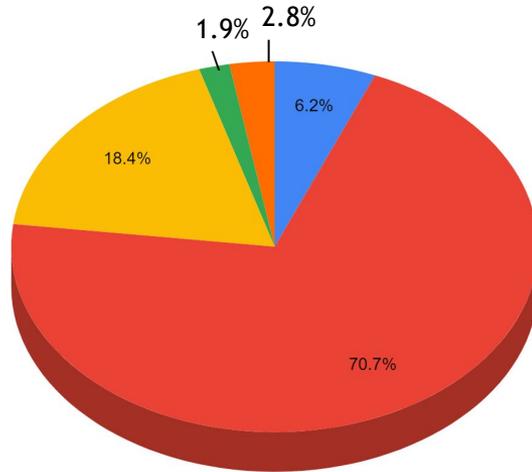
1. Trails, Summer & Winter
2. Synergies
3. Efficiency and Technology
4. Nimbleness and Speed

Incremental Request - \$350k

| Purpose | Amount | % of request |
|----------------|------------------|---------------------|
| TA Snow | \$140,509 | 40% |
| Placemaking | \$150,000 | 43% |
| ICELab | \$10,813 | 3% |
| STOR | \$48,678 | 14% |
| TOTAL | \$350,000 | 100% |

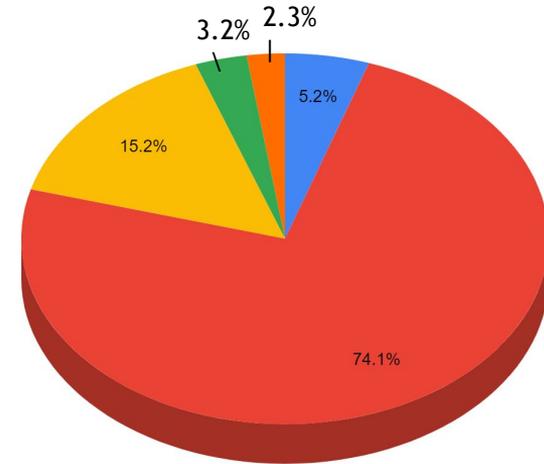
2021 Expense by Purpose

LMD Approved



● General ● Marketing ● ICELab ● STOR ● Western

Incremental Included



● General ● Marketing ● ICELab ● STOR ● Western

LMD Monthly Request

| Jan | Feb | Mar | Apr | May | Jun |
|--------------|--------------|--------------|--------------|--------------|--------------|
| \$255,073.81 | \$238,068.89 | \$221,063.97 | \$204,059.05 | \$554,059.05 | \$178,551.67 |

| Jul | Aug | Sep | Oct | Nov | Dec |
|--------------|--------------|--------------|--------------|--------------|-------------|
| \$161,546.75 | \$136,039.37 | \$136,039.37 | \$119,034.45 | \$102,029.53 | \$85,024.60 |