

- 1 - August 3, 2021 Agenda
- 2 - Liquor License Transfer_Almont Resort
- 3a - May 4, 2021 Meeting Minutes
- 3b - May 18, 2021 Meeting Minutes
- 4 - Calendar
- 5a - Ack of CM Sig_BOCC and Boeing
- 5b - Grant App_Caring for CO_Juv Diversion_FAST program
- 5c - Grant_Caring for Colorado_GCHHS_Vaccine Equity
- 5d - Grant_Comm Foundation of the GV_Juv Svcs_Choice Pass
- 5e - Grant App_Daniels Fund_Juv Svcs_Choice Pass
- 5f - Letter of Support_CB Land Trust Grant App
- 5g - Grant_Region10_GC HHS_Senior Resource Office
- 5h - Nursing Home Parcel Agreement
- 6a - Closure Request_CR4_Elk Run 5K
- 6b - Stream Gage on Erickson Springs Bridge Approval
- 7 - Miller Boundary Line Adjustment
- 8 - Riverland Remedies permit extension_resolution
- 9 - Letter of Support_Trust for Public Land

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, August 3, 2021

Page 1 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(Remote Option, below)

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 8:30 am
- Call to Order
 - Public Hearing; Change of Ownership; Liquor License Transfer; Almont FBF Holdings LLC dba Almont Resort
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:32 am
- Call to Order; Agenda Review
 - Minutes Approval:
 1. May 4, 2021 Regular Meeting
 2. May 18, 2021 Regular Meeting
 - Scheduling
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Acknowledgment of County Manager Signature; Agreement Between BOCC and Boeing; for Authorization of Flight Testing Activities, Use of Helicopter Tether Test Pad, and Provision of Airport Rescue Fire Fighting (ARFF) and Other Airport Services; 7/27/2021 to 9/15/2021; use of tether test pad, \$5,000; "Standby Station" ARFF Services, \$200 per hour; Tether Pad Testing ARFF Services, \$500 per hour
 2. Grant Application Approval; Caring for Colorado; Gunnison County Juvenile Diversion Program; for the Family Advocacy and Support Team (FAST) Partnership; to convene multi-agency partners and provide family support services that increase parent and youth advocacy skills; \$95,903
 3. Grant Agreement; Caring for Colorado / Colorado Centennial Fund; Gunnison County Department of Health and Human Services for Gunnison County Vaccine Equity Effort; 7/23/2021 to 2/22/2022; \$32,650
 4. Grant Agreement; Community Foundation of the Gunnison Valley, 2021 Community Grants; Gunnison County Juvenile Services; for the Gunnison County Substance Abuse Prevention Project's Choice Pass Parent Education; 7/01/2021 to 5/01/2022; \$2,375
 5. Grant Application Approval; Daniel's Fund; Gunnison County Juvenile Serves; for Gunnison County Substance Abuse Prevention Project, Choice Pass; 12-months; \$50,000
 6. Letter of Support; Colorado River Water Conservation District; Crested Butte Land Trust Grant Application; funding for the Rozich Ditch Relief Culvert Installation and Headgate Replacement Project
 7. Grant Agreement Approval; Region 10 League for Economic Assistance and Planning, Inc; Gunnison County Department of Health and Human Services; for a Senior Resource Office (SRO), Information and Assistance; 7/01/2021 to 6/30/2022; \$53,000
 8. Acknowledgment of County Manager Signature; Agreement for the Conveyance of a Reversionary Interest; City of Gunnison; "Old Nursing Home Parcel"
 - County Manager's Reports
 1. County Forest Payment Funds Distribution

*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, August 3, 2021

Page 2 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(Remote Option, below)

- Deputy County Manager's Reports and Project Updates
 1. Closure Request, County Road #4; Temporary Road Use Agreement; Elk Run 5K; 7:00 am to 1:00 pm; 9/25/2021
 2. Request to put Stream Gage on Erickson Springs Bridge; over Anthracite Creek on Kebler Pass
- 8:50 am • Discussion; Potential Housing Project in the City of Gunnison
- 9:05 am • Boundary Line Adjustment; Lots 8 and 9, Tomichi Creek Subdivision; Steve and La Sal Miller
- 9:10 am • Permit Extension and Possible Resolution; Riverland Remedies, 80 Buckley Dr, Riverland Industrial Park; for Marijuana Cultivation License Extension
- 9:15 am • Discussion; Letter of Support to the Colorado Forest Legacy Program (FLP); Trust for Public Land; Preservation of Higher Ground Ranch Property
- 9:20 am • Appointment to Gunnison Basin Sage-grouse Strategic Committee
- **Unscheduled Citizens:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- 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 the Mt. Emmons/Red Lady mine, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady mine
- 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/88336680665?pwd=MVhiUzIBZnRrNjdma0JoUllXUzRaUT09>

Meeting ID: 883 3668 0665

Passcode: 149941

One tap mobile

+16699006833,,88336680665#,,,,*149941# US (San Jose)

+12532158782,,88336680665#,,,,*149941# US (Tacoma)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Change of Ownership; Liquor License Transfer; Almont FBF Holdings LLC dba Almont Resort

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License Almont FBF Holdings LLC dba Almont Resort

Fiscal Impact:

Submitted by: Kathy Simillion

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed and no legal concerns, KS to provide diagram, lease and corporate docs for applicant as required. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 7/29/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 8/3/2021

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: www.colorado.gov/enforcement/liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed
II.	Diagram of the premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name Almont FBF Holdings LLC	Type of License H&R	Account Number Pending		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. _____		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>		or		
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> N/A		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> N/A		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		N/A <input type="checkbox"/> <input type="checkbox"/>		
13 b. Are you a Colorado resident?		N/A <input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/> Please see Attachment A.		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord 10209 HWY 135, LLC	Tenant Almont FBF Holdings LLC	Expires 5/14/2022		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name None	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		N/A <input type="checkbox"/> <input type="checkbox"/>	Has a local ordinance or resolution authorizing optional premises been adopted?	
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
N/A				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:		N/A <input type="checkbox"/> <input type="checkbox"/>	a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?	
If "yes" a copy of license must be attached.				

Name Almont FBF Holdings LLC	Type of License H&R	Account Number Pending		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		N/A <input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
c. How long has the club been incorporated?		<input type="checkbox"/> <input type="checkbox"/>		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input type="checkbox"/>		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		N/A <input type="checkbox"/> <input type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		N/A <input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		<input type="checkbox"/> <input type="checkbox"/>		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Seiff		First Name of Manager Harold		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
Current RM on Transferee's Licensing.		<input checked="" type="checkbox"/> <input type="checkbox"/>		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		N/A <input type="checkbox"/> <input type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager N/A		First Name of Manager		
26. Tax Information.				
a. 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?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. 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.?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Mark R. Walter	Home Address, City & State 1955 N. Orchard, Chicago, IL 60614	DOB 05/22/60	Position Indirect Sole Member	%Owned 100%
Name LAR Management LLC	Home Address, City & State 227 W. Monroe, Suite 5000, Chicago, IL 60606	DOB N/A	Position Manager	%Owned 0%
Name Craig DeFeo	Home Address, City & State 1955 N Orchard St Chicago, IL 60614	DOB 08/30/96	Position Authorized Signatory	%Owned 0%
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name Almont FBF Holdings LLC		Type of License H&R	Account Number Pending	
Oath Of Applicant				
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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature <i>C. DeFeo</i>		Printed Name and Title Craig DeFeo, Authorized Signatory		Date 4/8/2021
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority 9-7-2021		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) August 3, 2021		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input checked="" type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
<input checked="" type="checkbox"/> Date of inspection or anticipated date 5-13-2021 <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for Gunnison County		Telephone Number 970-641-7641		<input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County
Signature <i>Kathy Smillion</i>	Print Kathy Smillion	Title County Clerk		Date
Signature	Print	Title	Date	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: May 4, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft of the 5/4/2021 BOCC regular meeting minutes are attached for consideration

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@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: 7/30/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/3/2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
May 4, 2021**

The May 4, 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
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the Gunnison County Local Liquor License Authority meeting to order at 8:30 am.

JOHN FERRO LLC dba FERROS LIQUORS, LIQUOR LICENSE #05-32593-0002

IRWIN BACKCOUNTRY GUIDES LLC dba MOVIE CABIN, LIQUOR LICENSE #03-02906

IRWIN BACKCOUNTRY GUIDES LLC dba PARKING BARN, LIQUOR LICENSE #03-02907

CRESTED BUTTE SOUTH GENERAL STORE LLC dba CB SOUTH COUNTRY STORE, LIQUOR LICENSE #03-06079

ELK CREEK MARINA LLC dba PAPPY'S RESTAURANT, LIQUOR LICENSE #03-01378

Moved by Commissioner Mason, seconded by Commissioner Smith, to approve the five alcohol beverage licenses for: John Ferro LLC, dba Ferros Liquors; Irwin Backcountry Guides LLC, dba Movie Cabin; Irwin Backcountry Guides LLC, dba Parking Barn; Crested Butte South General Store LLC, dba CB South Country Store; and Elk Creek Marina LLC, dba Pappy's Restaurant. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison County Local Liquor Licensing Authority at 8:32 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

CALL TO ORDER: Chairperson Houck called the Gunnison River Valley Local Marketing District to order at 8:32 am.

LOCAL MARKETING DISTRICT (LMD) FUNDING REQUEST; MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE: EFFECTIVE DATES 1/1/2021 THROUGH 12/31/2021; \$25,500: Commissioner Mason noted this was a follow-up from a presentation made earlier in the year by the Marble Crystal River Chamber of Commerce. Chairperson Houck added that, contractually, the award of monies would not exceed the revenue. With no further issues or questions from the Board, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the Local Marketing District funding request from the Marble Crystal River Chamber of Commerce with effective dates from 1/1/2021 through 12/31/2021, for \$25,500. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison River Valley Local Marketing District at 8:34 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners Regular Meeting to order at 8:34 am.

AGENDA REVIEW: Chairperson Houck utilized the chair's elective and recommended that, in order to allow more discussion time, they would need to move the agenda item, "Resolution; A Resolution Repealing Resolution No. 18-14 and Authorizing All-Terrain Vehicle, Off-Highway Vehicle, and Utility Terrain Vehicle Use on a Certain Portion of County Road #3," from 9:10 am to 9:45 am – right before the "Unscheduled Citizens" item. With no objections, this item was moved as recommended by Chairperson Houck.

MINUTES APPROVAL: **Moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the March 16, 2021 minutes as presented. Motion carried with "yes" votes from Commissioners Smith and Mason; Commissioner Houck abstained from voting, as he had been absent for this meeting and could not ascertain the accuracy of those discussions.

1. March 16, 2021 Regular Meeting

CONSENT AGENDA: **Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the Consent Agenda as presented. Motion carried unanimously.

1. Acknowledgment of County Manager's Signature; Grant Application; Gunnison Hinsdale Early Childhood Council; Temple Hoyne Buell Foundation; \$30,000 Renewal Grant Funding
2. Contract Amendment; Office of Early Childhood for the Early Childhood Council; Colorado Department of Human Services; Year 2 of a 3-Year Grant; \$63,450
3. Mini Grant Application to Community Foundation of the Gunnison Valley; Gunnison County Substance Abuse Prevention Project; Choice Pass Parent Education; \$3,000
4. Affiliate Airline Operating Agreement; CommutAir, Contracted Commercial Air Service for United Airlines; Gunnison-Crested Butte Regional Airport; Landing Fees at \$5.35 per 1,000 Pounds of Weight
5. Grant Acceptance Letter; Early Milestones Colorado, Early Childhood Workforce Innovation Grant; Gunnison-Hinsdale Early Childhood Council, Elevate the Workforce Project; 6/1/2021 thru 5/31/2022; \$90,000

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

1. Tuesday, June 8th Work Session was canceled. The items already scheduled there were moved to the Tuesday, June 22nd Work Session, as at least two of the commissioners would be attending the Colorado Counties, Inc. (CCI) conference on June 8th. Chairperson Houck also approved extra afternoon time for the June 22nd Work Session, if it should be needed.
2. Shady Island Project Update. County Manager Matthew Birnie advised the Board that they would not be able to tour Shady Island that day, as magnesium chloride and chip seal treatments were underway. The tour was re-scheduled after the annual inspection of the jail at the following week's work session, instead.

COUNTY MANAGER'S REPORTS:

1. Shady Island Project Update. CM Birnie touched the ground surface treatments being performed that day – magnesium chloride application and chip sealing. Also, he added that Community Development Director Cathie Pagano had procured another grant for the project, and they would be building a bathroom, possibly two at Shady Island.
2. Airport Terminal Project. CM Birnie called attention to the very successful groundbreaking held last Friday, April 30th.
3. Library Project underway. CM Birnie asserted that the new project was starting well, getting ground filled in, adding that they had needed to settle the flood plain site there, and that now the foundation was beginning to be "scratched in."
4. County Road #3 Project. CM Birnie informed the Board that the County had fully executed the agreement for Forest Service funding.

COMMISSIONER ITEMS: Because the meeting was slightly ahead of schedule for a public hearing to be held at 8:50 am, Chairperson Houck moved to Commissioner items.

Commissioner Smith

1. Recently appointed to a Child Fatality Review Board by the State. The Board reviews, tracks and patterns in cases of a child near death or death, in order to identify prevention strategies. Commissioner Smith added that she felt this was a really good fit, due to her interest and skills in early childhood education.

Commissioner Mason

1. Attended Counties & Commissioners Acting Together (CCAT) transportation subcommittee meeting yesterday, May 3rd. The Generational Transportation Bill – set to be introduced May 4th – was discussed, with support from the CCAT subcommittee. This transportation bill would levy fees for delivery services and other services like Uber. The bill also sought to add increases in the gas tax over several years, in an effort to supply a dedicated funding source for necessary, ongoing transportation upgrades. Issues ahead for the bill will be in deciding what is a tax vs. what is a fee.

PUBLIC HEARING; GUNNISON COUNTY ON-SITE WASTEWATER TREATMENT SYSTEM REGULATIONS:

Present to answer any questions were Gunnison County Building and Environmental Health Official, Crystal Lambert, and Assistant Building and Environmental Health Inspector, Charles Dominguez.

1. Chairperson Houck opened the Public Hearing at 8:52 am.
2. Public Notice Confirmation: Public Notice was confirmed by Gunnison County Building and Environmental Health Official, Crystal Lambert.
3. Identify Ex Parte Communications: There were no ex parte communications identified.
4. Staff Presentation: Crystal Lambert explained that, in following up from the work session held in February, they were proposing a resolution to adopt some revisions to the Gunnison County on-site wastewater treatment system regulations. The changes to adopt included two revisions and several corrections of errors – spelling, etc. – to clean up the past regulations. The two revisions were:
 - a) designating the Environment Health Board as the review body for septic contractor licensing, and
 - b) establishment of a \$150 plain review fee for reviews and addendums to issued septic permits.
5. Applicant Presentation: N/A
6. Board Questions: There were no questions from the Board.
7. Public Comments: There were no public comments.
8. Acknowledge Correspondence Received: There was no correspondence received.

9. Applicant Response: N/A
10. Close Public Hearing: Commissioner Houck closed the public hearing at 8:56 am.

RESOLUTION; A RESOLUTION AMENDING THE GUNNISON COUNTY ON-SITE WASTEWATER TREATMENT SYSTEM: **Moved** by Commissioner Mason, seconded by Commissioner Smith to adopt Resolution 2021-10, "A Resolution Amending the Gunnison County On-site Wastewater Treatment System Regulations." Motion carried unanimously.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present for discussion.

1. The magnesium chloride application project. After problems in starting on Monday, summer work was now underway. DCM Marlene Crosby added that they had holding tanks filled with the magnesium chloride to ensure that there would be no shortage and application could proceed with no interruption.
2. Cottonwood Pass was scheduled to open Memorial Day.
3. Kebler Pass would need extensive repair work. DCM Marlene Crosby informed the Board that her plan would be to keep Kebler Pass closed until some particularly bad spots on the west side were repaired. Once Kebler was opened, she worried about how to finish repairs with all the expected traffic, so advised that there might be extended closures, with one- to two-hour delays possible. DCM Crosby assured the Board that variable message boards and website messages would be posted if this happened. Commissioner Mason asked, "When do you plow to the "Y"? DCM Crosby asserted this was done just the day before.
4. Question about chlorine shortage. Commissioner Mason stated that he had heard of chlorine shortages in the news, and asked if it would affect the County in any way. DCM Crosby assured him that it would not.
5. Colorado Department of Transportation (CDOT) sweeping on Hwy 135. Commissioner Houck asked DCM Crosby to add a special request in their annual requests to CDOT – he wanted to make sure CDOT was sweeping to the edge of the road, well past the white lines, in order to keep the cyclists safer and further out on the edge of the road. DCM Crosby asserted she would do so to CDOT, and also added that the County would go ahead and sweep as they mobilize, also addressing local areas particularly in need of sweeping.

RESOLUTION; AUTHORIZING TEMPORARY WEIGHT AND LENGTH RESTRICTIONS FOR A PORTION OF COUNTY ROAD 12 ALSO KNOWN AS KEBLER PASS ROAD: DCM Marlene Crosby revealed that the resolution needed to add a new exemption for agriculture. She had found there were private owners who transported stock to summer pastures, and the transportation would exceed the restrictions. DCM Crosby suggested that they work on an additional agricultural provision with the County Attorney's Office. She also requested approval to go ahead and start putting out public information that this resolution would most likely pass at the next May 18th meeting, as the public needed to know about the upcoming restrictions as soon as possible. The Board then approved adding an agricultural provision, bringing this for passage to the Board's next meeting on May 18th, and proceeding with advertising the resolution's restrictions to the public right away.

As the meeting was again ahead of schedule and members were not present for the next agenda item, Chairperson Houck continued with Commissioner Items.

COMMISSIONER ITEMS:

Commissioner Mason

2. Attended the 8:30 Incident Command call on Monday, May 3rd. Commissioner Mason highlighted data that revealed 6-8% of positive COVID cases in Colorado are detected in who are fully vaccinated. These people were not hospitalized, and there was cause to believe this statistic could be due to new, hybrid strains of COVID. Continued mask wearing and social distancing was still advised, while waiting for vaccination numbers to rise and the herd immunity to develop more. Commissioner Mason state that the good news was, Gunnison County vaccination numbers had been updated to 10,130 first doses, and it was projected that in three to four weeks, the County would be over 10,000 fully vaccinated, putting the County in the optimal "green" status.

Commissioner Smith

2. Attended briefly on Monday, May 3rd, an online stakeholder meeting with Counties & Commissioners Acting Together (CCAT). Commissioner Smith explained that the meeting was centered on development of the Behavioral Health Administration (BHA) – evaluating pros and cons of where to house it, how it should be structured, etc. CCAT was interested in moving away from a large consolidation and instead was moving toward an integration approach. She advised that she was not able to attend for long, so would gather more information at their next meeting, to be held 7:00 am on Wednesday, May 5th.
3. Attended a Gunnison County Metropolitan Recreation District (MetRec) session, in order to see how their annual survey concluded. Commissioner Smith learned that the survey, gathered during the pandemic, was conducted only by website or phone. In spite of heavy marketing for it, there was still less participation than in the year before. She stated that MetRec will have some tough decisions to be made in the future – such as, how to continue to provide services, and where to concentrate a limited number of resources as equipment needs to be replace. She further noted that a strong effort was

being made to consider diversity and equity, making sure that those voices are represented in the decision-making process.

4. Attended a West Elk Byway meeting. Commissioner Smith highlighted updates: a) the group was working on getting back to the "old normal", i.e., being "in person" and hosting more events; and b) they were exploring whether an old route (old Highway 133) outside of Paonia up to Somerset might be utilized as a cycling route. Commissioner Smith further noted updates from the Crystal chapter: a) work progressing on creation of Colorado Creative Corridor – a 331-mile trail linking 5 towns, with Crested Butte being one of the towns; b) report on short-term rentals changing the Redstone community; and c) replacing defunct plaques along the trail systems that were degrading in the sun.

5. Chairperson Houck closed Commissioner Items at 9:25 am, in order to discuss the agenda Road Use Agreement, scheduled for this time.

ROAD USE AGREEMENT; GUNNISON NORDIC CLUB, INC – GUNNISON NORDIC COTTONWOOD RIDE; TEMPORARY PERMISSION TO USE A PORTION OF COUNTY ROAD 209, aka COTTONWOOD PASS: Present in the room were DCM Marlene Crosby and Gunnison Nordic Club representative, Joellen Fonken. Chairperson Houck started the discussion by noting for the record that, despite some public rumor, this ride would in no way push back the opening of Cottonwood Pass, as the opening was always timed in cooperation with Chaffee County. Instead, this ride was scheduled to occur just before the Pass' opening. Some concern was raised about the insurance costs for a non-profit fundraiser, but the final decision was to insure the event for \$2 million, as this more than covered the liability minimum needed by the County, and was in this instance only \$56 more than the underinsured \$1 million coverage. With no further questions by the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Smith, to approve the temporary road use agreement with Gunnison Nordic for their special event, and to authorize the chair's signature. Motion carried unanimously.

LOT CLUSTER AGREEMENT; STEPHEN HOWARD, BASIN REAL ESTATE HOLDINGS LLC; BUCKHORN RANCH SUBDIVISION, LOT M1-13, LOT M1-14, LOT M1-15: Presented by Administrative Services Manager Beth Baker. For consideration in the lot cluster were three multi-family, adjacent lots. The County Attorney's Office, Community Development Director, and Home Owner's Association had all reviewed and approved the lot cluster; there were no utilities to be approved, and the taxes were current with no liens on the property. **Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the lot cluster agreement between the Board of County Commissioners and Gunnison County for Lot M1-13, Lot M1-14, and Lot M1-15 in the Buckhorn Ranch Subdivision, as presented. Motion carried unanimously.

RESOLUTION; REPEALING RESOLUTION NO. 18-14 AND AUTHORIZING ALL-TERRAIN VEHICLE, OFF-HIGHWAY VEHICLE, AND UTILITY TERRAIN VEHICLE USE ON A CERTAIN PORTION OF COUNTY ROAD #3: Present for discussion were Gunnison County Sheriff John Gallowich, Undersheriff Scott Jackson, Deputy County Manager Marlene Crosby, and County Attorney Matthew Hoyt.

Chairperson Houck introduced this agenda item by setting context for the discussion. Citing his presence on the Board in both 2015 and 2018, he pointed out that State law prohibits the use of ATVs, OHVs, and UTVs on county roads, unless the County expressly provides that permission. Up to 2015, Chairperson Houck recalled, ATV-, UTV-use had been minimal and vehicles were smaller. In 2015, and beyond, the County had seen an explosion of larger, more powerful units. People trying to abide by the ban of these vehicles on CR #3, would then try to access the public lands with their large trucks and trailers and found no suitable parking areas. They were parking on or partly parking on the road, blocking driveways and emergency response capabilities. He stressed that the Board of County Commissioners – then and now – are not pro-ATV, pro-UTV, or pro-Razor, but are instead pro-health, safety and welfare of the citizens of Gunnison County, and of the visitors of the County.

Chairperson Houck touched on past Board history, saying that the BOCC and WRNF had together tried to create a parking area where large vehicles and trailers could park, but they were unable to, as the US Forest Service, a federal agency, did not wish to move forward with the project. Therefore, they kept to what was already in place: a) the Town of Marble allowed the use of ATVs, UTVs, and OHVs within town limits, and b) the land above Marble, managed by the WRNF, allowed ATVs, UTVs, and OHVs, because they also allowed licensed jeeps, truck, etc., and they were not able to preclude these other vehicles for use on federal lands. He further clarified that Gunnison County has authority for the County Road #3 in between these two areas.

In 2018, the Board brought the idea of permitting to the table, hoping to keep dialog moving with the WRNF. However, Chairman Houck explained, there were Enforcement issues that prevented this being successfully carried out. For 2021, he noted, there were significant positive changes: Sheriff Gallowich had made a strong commitment to increasing the law enforcement presence in the Marble area; DCM Crosby was working with the Sheriff on development and placement of signage such as "No Parking" and speed limit signs along CR #3; and the Town of Marble was providing \$10,000 to the US Forest Service to provide patrols in the area two days a week – for education, outreach, and enforcement.

Chairperson Houck concluded by noting that a new Resolution would not solve the parking issues. He stated that until the WRNF – who is an agency that Gunnison County has no authority over, and with whom they were partnering – could put a management plan in place, the County could not ban ATV, OHV, and UTV use. If Gunnison County were to ban these vehicles on CR #3, then there would be people creating safety hazards and road blocks in an attempt to access the public lands, and the County would be back to the same issues it had in 2015.

Commissioner Mason then asked to let those on Zoom and in person have the opportunity to voice their opinions and ideas; he also emphasized that, in numerous conversations with the area residents and the partners in the Town of Marble and the WRNF, he had come to feel a public education piece would help relieve some of the misconceptions and tension in the issue. At the same time, the partners of County, Town of Marble, area residents, and the WRNF should continue to move forward to bring real solutions for the area. He added that taking away the resolution at this point would only cause more issues.

Commissioner Smith stated that, after numerous visits to Marble and conversations with area residents, she was deeply moved by the problems being endured by those living in the area. Overall, felt she could not make a decision to reverse the resolution until she understood the topic more, but cautioned that she carried deep reservations about this public access without some affirmation or sense that there was a light at the end of the tunnel. Her suggestion to the Board was that, if they kept the resolution, to put a time limit to it – in order to put impetus to really solving the problem.

Chairperson Houck then acknowledged the presence of several partners online: the WRNF, the Town of Marble and some of the area residents, asking them to only contribute those ideas that were new developments and had not already been expressed to the Board via email, voicemail or other forms of dialog. He also offered advice to the Board, suggesting they could defer a decision on the resolution to their next regular meeting on May 18th.

With further discussion involving Zoom chat questions, and with input from County Attorney Matt Hoyt, WRNF District Ranger Kevin Warner, Sheriff Gallowich, and the Board, it was decided to add an expiration date of December 31, 2021 to the proposed resolution, and to defer the resolution decision to the next regular meeting on May 18th.

Chairperson Houck then elected to finalize Commissioner Items begun earlier in the meeting.

COMMISSIONER ITEMS:

Commissioner Houck:

1. Chairperson Houck brought to the Board's attention a current Initiative #16, also called the PAUSE Act. He explained that PAUSE stood for "Protect Animals from Unnecessary Suffering and Exploitation. While on the face it sounded good, yet what it would actually do would be to ban large amounts of very accepted animal husbandry and veterinary practices – procedures taught in the university, such as artificial insemination of cows. It would also require no animal could be harvested for food until they have reached 25% of their life span. For cows, this would be in the 8-year range. Chairperson Houck encourage his fellow commissioners to put their strong opposition on record, to prepare an opposition statement for the next agenda. Commissioner Smith suggested they submit this stance in a "Letter to the Editor" to the local papers, as well. Chairperson also directed County Attorney Matthew Hoyt to work on a draft.

UNSCHEDULED CITIZENS: There were no Unscheduled Citizens present for discussion.

Chairperson Houck recessed the regular meeting at 10:59 a.m., in order to go into an executive session.

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 THE MT. EMMONS/RED LADY MINE, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS, AND PURSUANT TO C.R.S. 24-6-402(4)(B) CONFERENCES WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO THE MT. EMMONS/RED LADY MINE:

Chairperson Houck **moved** to enter into 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 the Mt. Emmons/Red Lady Mine, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402 (4) (b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady Mine. Those who would be participating in the executive session included the full Board of County Commissioners, County Manager Matthew Birnie and County Attorney Matthew Hoyt. Commissioner Smith seconded. Motion carried unanimously.

The Board went into executive session at 11:01 a.m. The executive session was held in the Conference Room of the Attorney's Office, and no contemporaneous records were kept. *Executive sessions of the Board*

of County Commissioners are conducted as per C.R.S. §24-6-402(4). This specific session was conducted as per §24-6-402 (4) (E) (I).

Attorney Statement Regarding Executive Session

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

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

Upon returning to the meeting room at 11:51 a.m., it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on track in the discussion. Commissioner Smith seconded the motion, and the motion carried unanimously.

Chairperson Houck adjourned the Executive Session at 11:51 a.m.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

RECONVENE: At 11:52 a.m., Chairperson Houck reconvened the Gunnison County Board of County Commissioners Regular Meeting.

Chairperson Houck then directed County Attorney Hoyt to continue negotiations with the partners in issues relating to Mt. Emmons/Red Lady Mine, being mindful of the agreements they had in the Memorandum of Understanding, but also mindful of the County’s legal authority and responsibilities as CA Hoyt moved forward with those negotiations.

ADJOURN: Moved by Chairperson Houck, seconded by Commissioner Smith to adjourn the meeting. Motion carried unanimously. The Gunnison County Board of County Commissioners meeting adjourned at 11:54 a.m.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021 - 10

A RESOLUTION AMENDING THE GUNNISON COUNTY ON-SITE WASTEWATER TREATMENT SYSTEM REGULATIONS

WHEREAS, on July 1, 2014, the Board of County Commissioners of the County of Gunnison, Colorado (herein the "Board") adopted the "Gunnison County On-site Wastewater Treatment System (OWTS) Regulations" through Resolution No: 14-17; and

WHEREAS, the Gunnison County Environmental Health Board has reviewed and recommended to the Board adoption of the proposed amendments to the Gunnison County OWTS Regulations; and

WHEREAS, the State of Colorado Water Quality Control Division has reviewed the proposed amendments to the Gunnison County OWTS Regulations pursuant to section 43.4(A)(2)(a) of the On-site Wastewater Treatment Systems Regulation 5 CCR 1002-43 (Regulation 43) and found no inconsistencies or conflicts in the proposed amendments with regard to the OWTS Act, Article 10 of Title 25, C.R.S. or Regulation 43; and

WHEREAS, the Board has determined that the proposed amendments to the Gunnison County OWTS Regulations are in the best interest of public health, safety and welfare of the citizens of Gunnison County; and

WHEREAS, a public hearing on this matter was held by the Board on the fourth day of May, 2021; and

WHEREAS, notice of the public hearing was given at least 20 days in advance; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that following amendments to the Gunnison County OWTS Regulations are hereby adopted for the unincorporated area of Gunnison County on or after the effective date below:

1. Amendments to the Gunnison County OWTS Regulations, as set forth in Appendix "A" attached hereto and incorporated herein, consisting of two (2) pages

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 4th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – absent, Smith – yes.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: May 18, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft of the 5-18-2021 BOCC regular meeting minutes are attached for your consideration

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@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: 7/30/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/3/2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
May 18, 2021**

The May 18, 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
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

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

AGENDA REVIEW: There were no changes made to the agenda

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Application and Contract Schedule; Gerber Life Insurance Company; Excess Loss Insurance; Specific Deductible per person - \$50,000; 1/1/2021 to 12/31/2021
2. Contractor Agreement; Omni Institute; Bridges Out of Poverty Training Services; 4/28/2021 thru 6/30/2021; not to exceed \$2,842.50
3. Letter of Support for Funding a Conservation Technician / Wildlife Biologist, District Manager; Conservation Partners Program Grant Review Team, National Fish and Wildlife Foundation; Gunnison Conservation District
4. Ratification of Correspondence; Community Foundation of the Gunnison Valley (CFGV); Support for Pilot Program Collaboration; Habitat for Humanity of Gunnison Valley (HfHGV) and Colharbour Institute (CI)
5. Letter of Support; White River National Forest Acquisition of 48.5-Acre Parcel Adjacent to the Town of Marble
6. Ratification of Signature; Amended Grant Agreement; Colorado Department of Public Health and Environment (CDPHE); Gunnison County Department of Health and Human Services; 7/1/2021 to 6/30/2022; \$222,342
7. Letter of Support; Forest Restoration & Wildfire Risk Mitigation Grant Application; Colorado State Forest Service; National Forest Foundation
8. Service Agreement; Colorado Department of Human Services; Gunnison County Sheriff's Department; For Substance Abuse and Mental Health Treatment in the Gunnison County Jail; 7/1/2021 to 6/30/2022; \$115,000
9. Contract Agreement; State of Colorado Department of Human Services; TALX Corporation; For Equifax Verification Services; 6/1/2021 to 5/31/2022; \$849.62
10. Contractor Agreement; Kit Carson Tiling LLC; Ceramic Tile Installation; \$13,805

VOUCHERS AND TRANSFERS APPROVAL: CFO Juan Guerra and Senior Accountant Kelly Weak were available in person for the Vouchers and Transfers reports.

1. Accounts Payable Report – May 2021: With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the voucher report as presented, in the amount of \$3,043,120.56. Motion carried unanimously.
2. Cash Transfer Report - April 2021: With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the cash transfer in the amount of \$4,161,601.95. Motion carried unanimously.
3. Sales Tax and Local Marketing District Tax Reports - March 2021
4. Purchase Card Report – February 2021

TREASURER'S REPORT APPROVAL: County Treasurer Debbie Dunbar presented the Treasurer's Report. With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to accept the Treasurer's report and authorize the Chairperson's signature. Motion carried unanimously.

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie asked for direction from the Board on two issues.

1. Letter of support for a broadband feasibility report. CM Birnie wanted the Board's approval before signing the go ahead on this report. Commissioner Mason explained that he would be discussing the capability of this rural connection at a Region 10 meeting on Thursday, May 20th. The rest of the Board said they would support whatever decision Commissioner Mason made upon this review.
2. Permission to enter County property for a wetlands study. Chairperson Houck noted that it was would be carried out at the foot of "W" Mountain, outside of the fenced area around the airport. The Board did not see any red flags or have any objections; however, they directed CM Birnie to also check with airport manager, Rick Lamport. CM Birnie added that he would ask County Attorney Matthew Hoyt to

review the contract language, as well, before signing. The Board then approved the signing, contingent on approval from the AM Rick Lamport and CA Matthew Hoyt.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present for discussion and updates.

1. Cottonwood Pass – DCM Crosby stated that the blowers should make it to the top that day. She reminded the Board that this would only be one narrow swath following the yellow line. Up toward the top was around 12 feet of snow, a little less than last year. The planned opening for Cottonwood was still to be on the Thursday night or Friday before Memorial Day weekend.
2. Kebler Pass – DCM Crosby reported that Kebler's roads were pretty well melted out, and their condition was muddy and soft. Crews were currently busy doing minor widening and gravel maintenance. She added that they could tell the traffic was coming, as crews were seeing barriers being moved. When asked by Chairperson Houck how the culvert cleaning was proceeding, DCM Crosby replied that they had not gotten to that yet; they had only just gotten in to begin the maintenance so far.
3. Dos Rios water line extensions – DCM Crosby explained that all five extensions were complete and tied onto Dos Rios water; the last 10% was difficult to accomplish. There was some private landscaping going on in the last 3 or 4 residences which was making it difficult to totally finish.

REVISED RESOLUTION; A RESOLUTION AUTHORIZING TEMPORARY WEIGHT AND LENGTH RESTRICTIONS FOR A PORTION OF COUNTY ROAD 12 ALSO KNOWN AS KEBLER PASS ROAD:

This resolution's approval process was carried over from the BOCC's May 4th regular meeting, as Deputy County Manager Marlene Crosby had discovered there was a need to add an agricultural provision. She presented this revision.

1. Companies that hauled livestock – DCM Crosby explained that the phrase "hauling livestock to summer pastures" was the wording she added to the resolution in order to exempt both private owners hauling cattle to their private land, as well as companies that were hauling livestock to grazing allotments. She also clarified for Commissioner Mason the term, "triple" as referring to vehicles hauling two items behind them; i.e., an RV hauling a boat and a Jeep, and added that this was a term which those who were hauling items would definitely be familiar with.

Moved by Commissioner Smith, seconded by Commissioner Mason to adopt Resolution 2021-11, A Resolution Authorizing Temporary Weight and Length Restrictions for a Portion of County Road 12 Also Known as Kebler Pass Road. Motion carried unanimously.

CHANGE OF AGENDA: As they were ahead of time on the agenda, Chairperson Houck elected to move to Commissioner Items until the allotted time of 9:05 am for the next agenda item.

COMMISSIONER ITEMS:

Commissioner Smith

1. Outreach to people in Marble concerning upcoming revised resolution. Commissioner Smith revealed she had been doing a lot of communicating with residents in Marble – talking with them regarding the Board's efforts and listening as they related their experiences to her. She added that she had also had good conversations with Kevin Warner and Shelly Grail, both with the White River National Forest, clarifying what data the County would need to be collecting this summer.
2. Attended a Deconstructing Equity Workshop, facilitated by the Library and Community Foundation of the Gunnison Valley. Commissioner Smith stated that this was a well-attended and very productive workshop, with great ideas put forward on topics like housing and health equity. She and Lauren Kugler from the Community Foundation also co-facilitated a conversation on health equity with the Health Coalition of the Gunnison Valley. Commissioner Smith revealed that the Community Foundation has \$80,000 for projects targeting diversity and equity inclusion in the Valley, and that she was looking forward to seeing what comes of the proposals which the Community Foundation will be receiving.

Commissioner Mason

1. Working on the Marble resolution; talking with Marble residents and the Forest Service. Commissioner Mason met with several individuals from Marble, and also arranged a meeting with Kevin Warner and Shelly Grail of the White River National Forest. The three discussed how best to work on longer term solutions; i.e., getting a facilitator to start identifying the big problems, and then suggesting ways to solve them. Commissioner Mason is hoping a facilitation piece will help get the land partners and public to work together toward tangible, specific answers.
2. The transportation bill that Commissioner Mason had been working on with Counties & Commissioners Acting Together (CCAT) passed the Senate May 17th.
3. Attended the Gunnison Valley RTA meeting. They put out a Request for Proposal for a bus barn facility to be built in Crested Butte. As a result, there were four proposals received to go over, and Commissioner Mason will be looking over those proposals to help select a contractor. A senior mini-van will be purchased very soon, helping them get to Montrose and Grand Junction areas.
4. Received first call about an issue with the Hwy 50 road closure (Little Blue Project). Commissioner Mason explained that the call was from someone who just missed getting through, but they got there 15 minutes early – at 8:15 am, when it was supposed to close at 8:30 am. Commissioner Mason did contact the Public Information Officer at CDOT and learned that anyone going through the Little Blue

project should plan to get there at least 30 minutes before the closure time, and into July and August, they should plan to be there at least 45 minutes earlier.

Commissioner Houck:

1. Commissioner Houck sent feedback to Colorado Legislature Senator Donovan, as well as Representatives McCluskie and McLachlan, regarding the transportation bill about to pass through the Senate. In his feedback, he stressed that this bill might be one of the last chances at a true statewide transportation bill, one that serves the entire state, and not just the I-70 corridor and I-25 interstates. Chairperson Houck requested that his fellow commissioners, and also DCM Crosby, try and reach out to the local municipalities, asking them to also get involved in letting their representatives know they support this transportation bill.
2. Tour of the Jail last Tuesday, May 11th. Chairperson Houck thanked Jail Captain Adam Murdie for his work at the jail and expressed the Board's appreciation for the tour and the information they gleaned from it.
3. Visited Shady Island River Park last Tuesday, May 11th. The Board did a site tour last week of the County's new River Park, and Chairperson Houck asked DCM Crosby to express his thanks to the Public Works Department for the work done there. He highlighted such improvements as recycled asphalt paving, culvert work, concrete boat ramp addition, rock work protecting infrastructure in the river, and the conservation of trees.
4. Joined a Grand Mesa Uncompahgre and Gunnison (GMUG) National Forest Service phone meeting yesterday, May 17th, with all member counties participating. Chairperson Houck reminded the Board that GMUG is working on a full forest plan revision. COVID had slowed down the process, but they were now anticipating an end-of-summer draft of the revised plan. Chairperson Houck added that the Forest Service would, hopefully in the Fall, be going to onsite and remote town hall meetings in forest communities connected to the GMUG in order to introduce the plan to the public.
5. Attended the Gunnison Basin Roundtable meeting last night, May 17th. Chairperson Houck revealed the focus of the meeting centered on funding and projects to help with water conservation. One of the projects approved for funding through the Roundtable involved upgrades to the outlet at Lake Irwin.
6. Commission Mason and Chairperson Houck were also available last evening at the Crested Butte Town Council meeting. – Chairperson Houck revealed that the Town decided to re-open the RV dump station, with a two-year sunset stipulation. During this time, the Town's community partners – the Sustainable Tourism and Outdoor Recreation (STOR) Committee, Gunnison County BOCC, and the Forest Service, among others – will be collaborating to see what can be done to facilitate a dump station.

REVISED RESOLUTION; A RESOLUTION REPEALING RESOLUTION NO. 18-14 AND AUTHORIZING ATV, OHV, AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3:
Deputy County Manager Marlene Crosby was present to answer any question from the Board.

Chairperson Houck thanked all those who gave input with their factfinding during the last two weeks. He noted, as well, the input and help from the partners in this issue, highlighting that the Town Council of Marble also had taken steps forward with the Forest Service in addressing the need for a management or permitting system.

Commissioner Smith stated that during the last two weeks, she had received several anecdotal accounts of issues with traffic accidents and other impacts to their properties in the CR #3 area. She was presently working on a way to collect this information into meaningful data, rather than as a collection of anecdotes.

Commissioner Mason related he was turning his attention to a public education piece, now that the enforcement pieces were coming into place. He had attended a Roaring Fork Outdoor Volunteers meeting, and found that there was definitely support from those attending to start working in the Marble area. As well, he was engaging with White River National Forest District Ranger Kevin Warner and the Town of Marble to start getting that facilitation piece out to the public.

Chairperson Houck touched on the County's moving forward in gathering data for the Forest Service, asserting that there should not have to be years and years of data; other counties had results in significantly less time, and he stressed that this should be the case for the CR #3 area as well.

After discussion, the Board found that they did support the amended resolution, with the sunset dating, giving them a period of time to put other, more long-term solutions in place. DCM Crosby, when asked about the no parking and speed limit signage, replied that part of the signs would in place as early as next week.

Sheriff Gallowich requested that a set speed limit should be noted as well, in the resolution. CA Matthew Hoyt suggested that a second resolution should be crafted to support a speed limit. He was not sure whether the County needed to go through this process, if it was prima facie. After some discussion, Chairperson Houck re-directed the Board to making a decision at this point on only the resolution at hand. He requested that, if a speed limit was found to be needed, CA Hoyt and DCM Crosby should work together, before the signage was posted, to prepare a document that supports the resolution, and that this document would be a piece which clearly defines – for the Sheriff and his officers' use – just exactly what the speed limit would be on CR #3.

Commissioner Smith then added a commitment that she would be extending this time-limited resolution with full intention of finding a long-term solution for the issue. Chairperson Houck lent his support to this statement, as well.

With no further discussion, it was **moved** by Commissioner Mason, seconded by Commissioner Smith to adopt Resolution 2021-12, A Resolution Repealing Resolution No. 18-14 and Authorizing ATV, OHV, and UTV Use on a Certain Portion of County Road #3, with sunset provision ending at the end of the 2021 year. Motion carried unanimously.

Townhome Plat and Declaration; Back Nine Condominiums: Rachel Sabbato, Community Development Senior Planner, was present for discussion. She explained that the applicant was proposing to convert the property and then the public declarations to a townhome replat. Both the declaration and the plat had been reviewed by DCA Emilee Gaebler, and Rachel added that the only other change on the plat was to show the golf cart easement where it was actually built, as opposed to what had originally been proposed on the plat. With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Townhome Plat and Declaration of the Back Nine Condominiums, as presented, and to authorize the Chairperson's signature on the mylar. Motion carried unanimously.

Request for Golf Villas Condominium Replat; Skyland Development Partners, LLC; LUC-21-0010: Hillary Seminick, Community Development Senior Planner, was present for discussion. She informed the Board that this was a replat for the Golf Villas Condominium; they were adding four additional units, and the plat had been reviewed and approved to form by the County Attorney's Office. However, in this case, the County would not be a party to the covenants that would be recorded concurrently with the document; the covenant would be adding these four new units to the existing covenants.

Moved by Commissioner Mason, seconded by Commissioner Smith to approve the Golf Villas Condominium replat request for Skyland Development Partners, LLC, LUC-21-0010, as presented. Motion carried unanimously.

Grant Application; Letter of Support for Membership and Funding; Colorado Parks & Wildlife (CPW); Sustainable Tourism and Outdoor Recreation Committee (STOR); Join Regional Partnership Initiative (RPI); \$94,000; \$10,000 matching funds through National Forest Foundation: Present for discussion were Community and Economic Development Director, Cathie Pagano, and Joe Lavorini with the STOR committee.

Director Pagano let the Board know that this was a new grant, and she believed the CPW was interested at this time in funding already established organizations, rather than start-ups. She explained that Joe Lavorini had also been in communication with the CPW, and that primarily STOR would be asking for funding to support Joe's position with the Regional Partnership Initiative, moving forward. She then asked Joe Lavorini to elaborate on the grant.

Joe explained to the Board that the Regional Partnership Initiative was what they would be applying for under the County and STOR, and that this was under the banner of the Colorado Outdoor Partnership – Governor Polis having signed this partnership into action in 2019. He affirmed that this state-wide partnership was looking to bring already existing organization like STOR into "the fold." He went on to outline that the application had two elements to it: a) STOR would like to have representation on this state-wide body, and b) STOR was requesting funding for maintaining capacity and also needed staff support.

Further discussion was offered, regarding supporting both the Roaring Fork Volunteers and STOR with their grant applications. Overall, it was decided that there was no conflict since Gunnison County covered a large area with many forests and issues to address, and there should then be no conflict in the way funds were used therein.

Moved by Commissioner Smith, seconded by Commissioner Mason to support the application for membership and funding to CPW's Regional Partnership Initiative, and authorize the Chair's signature on the letter of support. Motion carried unanimously.

Letter of Support to build capacity for the Marble Stewardship Coalition; Colorado Parks & Wildlife; Roaring Fork Outdoor Volunteers (RFOV); Join Regional Partnership Initiative (RPI): Chairperson Houck introduced this request, saying they had just heard about the Regional Partnership Initiative from STOR's request just prior, and there would be no need to rehash what was already discussed. With all the Board in agreement, it was **moved** by Commissioner Mason, seconded by Commissioner Smith to approve the letter of support for the Marble Stewardship Coalition. Motion carried unanimously.

UNSCHEDULED CITIZENS:

1. Tim Szurgot, a resident of Wild Bird, a pedestrian community about one mile up the Slate River Road just outside of Crested Butte – asked the Board to place a discussion on their next meeting agenda, regarding placing a building moratorium on the Slate River corridor between Gothic Road and Paradise Divide

2. Jim Starr, Valley Housing Fund – Jim let the Board know he was echoing Tim Szurgot’s request for a place on the next meeting agenda to discuss a building moratorium on the Slate River corridor
3. John, on Coal Creek Watershed Board of Directors – was also requesting the Board to entertain a building moratorium on the next agenda. He cited concerns as well with large buildings’ septic systems and their impact on the wildlife in a fragile area. He added that he supported Tim Szurgot’s plan as well.
4. David Ochs – David let the Board know that he echoed the sentiments expressed by Tim, Jim and John, and that the values of the Slate River Valley community should be further addressed before any further action should be taken
5. Rebecca White – Rebecca, in the Zoom chat, also added her support to the others for a building moratorium on the Slate River corridor

Both Chairperson Houck and Commissioners Smith and Mason thanked the citizens for their input, wanting them to know that the Commissioners were currently working with this issue, and that the BOCCC had to be thoughtful and considerate with how they moved forward.

Chairperson Houck also noted that none of those presenting requests that day had corresponded with them previously via email. However, the Board had also received many letters from others in prior emails, and those were being thoughtfully considered, as well.

Chairperson Houck recessed the regular meeting at 10:22 am, in order to go into an executive session.

EXECUTIVE SESSION, PURSUANT TO C.R.S. §24-6-402 (4) (B), CONFERENCES WITH AN ATTORNEY FOR THE LOCAL PUBLIC BODY FOR THE PURPOSES OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS REGARDING COVID-19 VACCINATION POLICIES AND PROCEDURES Commissioner Houck **moved** to go into an Executive Session, pursuant to C.R.S. §24-6-402 (4)(b), conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions regarding COVID-19 vaccination policies and procedures. The participants in this Executive Session were the full Board of County Commissioners; County Manager Matthew Birnie; County Attorney Matthew Hoyt; and Public Health Director Joni Reynolds. Commissioner Smith seconded the motion; the motion carried unanimously.

The Board went into executive session at 10:24 a.m. The executive session was held in the Administration Meeting Room, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4) (b).*

Attorney Statement Regarding Executive Session

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

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

Upon returning to the meeting room, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Smith seconded the motion, and the motion carried unanimously.

Chairperson Houck noted that there were no directions to be given after the Executive Session.

EXECUTIVE SESSION, PURSUANT TO C.R.S. §24-6-402 (4) (E) (I), FOR THE PURPOSE OF RECEIVING ATTORNEY-CLIENT PRIVILEGED LEGAL ADVICE, DEVELOPING STRATEGY FOR NEGOTIATIONS AND INSTRUCTING NEGOTIATORS, AND DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS RELATED TO A POTENTIAL

PROPERTY INTEREST LOCATED IN GUNNISON COUNTY: Commissioner Houck then **moved** to go into another Executive Session, pursuant to C.R.S. §24-6-402 (4) (e) (I), for the purpose of receiving attorney-client privileged legal advice, developing strategy for negotiations and instructing negotiators, and determining positions relative to matters that may be subject to negotiations related to a potential property interest located in Gunnison County. The participants in the Executive Session were the full Board of County Commissioners, County Manager Matthew Birnie, and County Attorney Matthew Hoyt. Commissioner Smith seconded the motion, and the motion was carried unanimously.

The Board went into executive session at 11:06 a.m. The executive session was held in the Administration Meeting Room, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. §24-6-402(4). This specific session was conducted as per §24-6-402 (4) (E) (I).*

Attorney Statement Regarding Executive Session

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

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

Upon returning to the meeting room, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Smith seconded the motion. Motion carried unanimously.

Commissioner Houck adjourned the Executive Session at 11:37 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

RECONVENE: At 11:37 am, Chairperson Houck reconvened the Gunnison County Board of County Commissioners Regular Meeting.

Chairperson Houck then **moved** to delegate authority to the County Manager to negotiate and execute all documents necessary to effectuate a potential contract regarding a real property interest located in Gunnison County. Commissioner Smith seconded the motion. Motion carried unanimously.

ADJOURN: Moved by Commissioner Smith, seconded by Commissioner Mason, to adjourn the meeting. Motion carried unanimously. The Gunnison County Board of County Commissioners meeting adjourned at 11:38 a.m.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21-11**

**A RESOLUTION AUTHORIZING TEMPORARY WEIGHT AND LENGTH RESTRICTIONS FOR
A PORTION OF COUNTY ROAD 12 ALSO KNOWN AS KEBLER PASS 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; and

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; and

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

WHEREAS, as a result of the expected increased traffic there is a certain portion of County Road 12, also known as the Kebler Pass Road (hereinafter "County Road 12"), that has limited weight carrying capacity; and

WHEREAS, as a result of the expected increased traffic there is a certain portion of County Road 12, also known as the Kebler Pass Road (hereinafter "County Road 12"), that has narrow, tight curves which cause safety concerns with long loads; and

WHEREAS, that portion of County Road 12 that is impacted is located from the intersection of County Road 12 and Forest Service 730 (Ohio Pass Road) to the bridge at Erickson Springs Campground; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 12, a weight restriction of 15 tons has been implemented effective May 24, 2021; and

WHEREAS, to enhance safety and prevent accidents on of that portion of County Road 12, a length restriction of 50 feet and no triples allowed has been implemented effective May 24, 2021; and

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

WHEREAS, such weight and length restrictions 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); and

WHEREAS, Gunnison County trucks and equipment must be able to provide maintenance along County Road 12 to prevent further resource damage and deterioration and to enhance safety of County Road 12; and

WHEREAS, there is demonstrated need to utilize County Road 12 for hauling livestock to access summer pastures.

NOW, THEREFORE, BE IT,

RESOLVED, that a certain portion of County Road 12, from the intersection of County Road 12 and Forest Service 730 (Ohio Pass Road) to Erickson Springs Campground, is subject to a weight restriction of a fifteen (15) ton load limit per vehicle, effective May 24, 2021; and

RESOLVED, that a certain portion of County Road 12, from the intersection of County Road 12 and Forest Service 730 (Ohio Pass Road) to Erickson Springs Campground, is subject to a length restriction of fifty (50) feet and no triples allowed, effective May 24, 2021; and

RESOLVED, that property owner(s) and occupant(s) of adjacent lands shall be subject to the weight restriction of a fifteen (15) ton load limit per vehicle and length restriction of fifty (50) feet and no triples allowed, effective May 24, 2021; and

RESOLVED, that Gunnison County vehicles and equipment providing maintenance on County Road 12 shall be exempt from the weight restriction of a fifteen (15) ton load limit per vehicle and from the length restriction of fifty (50) feet, and

RESOLVED, that vehicles and equipment hauling livestock to access summer pastures shall be exempt from the weight restriction of a fifteen (15) ton load limit per vehicle and from the length restriction of fifty (50) feet.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 18th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – absent, Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021 - 12

**A RESOLUTION REPEALING RESOLUTION NO. 18-14 AND
AUTHORIZING ATV, OHV, AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3**

WHEREAS, the Board understands that the public has historically used all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 18-14, A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles at that location;

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

1. Resolution No. 18-14, A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3 recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, shall be and hereby is repealed and rescinded; and

2. Use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

3. This Resolution shall remain in full force and effect until midnight Mountain Time December 31, 2021, as which point this Resolution shall expire and no longer remain in effect.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 18th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – absent, Smith – yes.
INTRODUCED by Commissioner

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

August 3, 2021 – September 15, 2021
As of 7/30/2021

Board of County Commissioners

- BOCC Regular Meeting**
August 3, 2021, All Day @ BOCC Boardroom
[More Details](#)
- Mavors & Managers Meeting - Hosted by Library District**
August 5, 2021, 12:00 PM - 1:30 PM
[More Details](#)
- BOCC Work Session**
August 10, 2021, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Regular Meeting**
August 17, 2021, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Work Session**
August 24, 2021, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Regular Meeting**
September 7, 2021, All Day @ BOCC Boardroom
[More Details](#)
- Mavors & Managers Meeting - Hosted by Gunnison School District**
September 9, 2021, 12:00 PM - 1:30 PM
[More Details](#)
- BOCC Work Session**
September 14, 2021, All Day @ BOCC Boardroom
[More Details](#)

Gunnison-Hinsdale Board of Human Services

- Gunnison-Hinsdale Board of Human Services Meeting**
August 17, 2021, All Day @ BOCC Boardroom
[More Details](#)

Gunnison County Organization

- Holiday – Labor Day – Offices Closed**
September 6, 2021, All Day
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Agreem

Action Requested: Other Acknowledgment of CM Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Agreement is between the BoCC and Boeing for the authorization of flight testing activities, the use of the helicopter tether test pad, and provision of ARFF and other Airmort Services.

Fiscal Impact: Helicopter test pad: \$5,000; ARFF: \$200/hr; Tether Pad Testing ARFF Services - \$500/hr

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 7/27/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/26/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/3/2021

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO AND BOEING FOR THE
AUTHORIZATION OF FLIGHT TESTING ACTIVITIES, THE USE OF THE
HELICOPTER TETHER TEST PAD AND PROVISION OF ARFF AND OTHER
AIRPORT SERVICES**

THIS AGREEMENT regarding the authorization to conduct flight testing activities, the use of the Helicopter Tether Test Pad and the provision of ARFF services at the Gunnison-Crested Butte Regional Airport (“Agreement”) made as of July 23, 2021 is by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO (“County”) and The Boeing Company (Company).

WHEREAS, the County owns and operates the Gunnison-Crested Butte Regional Airport (“Airport”) and with the operation of the Airport provides a helicopter tether test pad and the capability of providing Index B ARFF services; and

WHEREAS, the Company desires to conduct High Altitude flight testing of the Boeing V-22 aircraft and

WHEREAS, the Company has requested the use of the helicopter tether test pad and the provision of ARFF services as defined herein during the period of the test program.

NOW, THEREFORE, the County has agreed to the use of the helicopter tether test pad and to provide ARFF and other services as defined herein during the period of the flight testing and in consideration of the mutual covenants, terms and conditions herein, the County and the Company do mutually undertake and agree as follows:

1. DEFINITIONS

As used in this Agreement, defined words and terms shall have the following meanings:

- 1.1 “Agreement” is this Operating Agreement and use of Airport Facilities and/or Services.
- 1.2 “Airport” is the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison, Gunnison County, Colorado, whose address is 519 Rio Grande Avenue, Gunnison, Colorado 81230.
- 1.3 “Airport Facilities” include the Terminal and other public improvements and aeronautical facilities located at the Airport.

- 1.4 “Airport Manager” is the manager of the Airport as may be designated from time to time by the County.
- 1.5 “ARFF” is Aircraft Rescue Fire Fighting as defined under FAR Part 139.
- 1.6 “Employees” means Airline’s officers, employees, contractors and/or agents performing activities at the Airport.
- 1.7 “Services” means any services, materials, articles, services or work (including any part or parts of them) to be supplied to the Company by the County.
- 1.8 “Company” means The Boeing Company.
- 1.9 “The County” means the Board of County Commissioners of the County of Gunnison, Colorado, 200 W. Virginia Gunnison, Colorado 81230.
- 1.10 “Ramp” is that portion of the aircraft ramp/apron at the Airport for use by air aircraft.
- 1.11 “Weight” shall mean the maximum certified landing weight (MLW) of an aircraft as designated by the Federal Aviation Administration.

2. TERM

The term of this Agreement shall be the period commencing on July 27th 2021 and ending September 15th, 2021 - (the “Term”).

3. USE OF THE AIRPORT FACILITIES

The Company shall use the Airport Facilities to conduct High Altitude Flight Testing of the Boeing V-22 aircraft as follows:

- a. Type of Testing – Low Altitude over Runway 06/24 and load/hover testing on/over the hover/helicopter tether test pad.
- b. Hours of Operation – Flight testing, including engine run-up, will take place after 6:00am local time and terminate at or before 5.00pm local time.
- c. Days of Operation – Load/hover and engine run-up testing permitted Monday through Friday with no testing on Saturdays, Sundays or Public Holidays.

4. DESCRIPTIONS OF AIRPORT PROVIDED SERVICES

- 4.1 The availability to the Company of the airport’s hover/helicopter tether test pad facility together with any Company requested routine daily maintenance of the test pad i.e. dust control.
- 4.2 Intentionally Deleted

- 4.3 The County agrees to provide and at Company's sole request and discretion, on call ARFF services as follows;
- a. During Low Altitude testing, one certified ARFF Officer and one ARFF Index B Truck will be available on "station standby" during the duration of the test.
 - b. During tether pad testing, one suited up certified ARFF Officer and one ARFF Index B Truck stationed at a location within the Airport determined by the Company during the duration of the test ("Services").
 - c. It is recognized and understood between the Company and County, that if an aircraft emergency occurs involving an aircraft other than the Company's aircraft during the times of testing, ARFF coverage will be discontinued for the duration of that emergency.
- 4.4 NOTAM dissemination as required.
- 4.5 Storage space and ground handling support (security/AOA) for any Company equipment required, in support of Company's test program to include security and AOA escort of transport vehicles and provision of available County loading vehicles.

5. COMPENSATION

- 5.1 In exchange for the use of the Airport facilities and provision of the Services as defined above, the Company shall reimburse the County as follows:
- a. Use of the hover/helicopter tether test pad - \$5,000 for the entire duration of test program during the Term of this Agreement.
 - b. On request "station standby" ARFF Services for Low Altitude Testing - \$200 per hour.
 - c. On request "on-site" Tether Pad Testing ARFF Services - \$500 per hour.
- 5.2 Cost of the use of the hover/helicopter tether test pad includes any Company requested surface preparation by Airport employees and equipment. i.e. watering down to minimize dust.
- 5.3 Cost of a Certified ARFF Officer and ARFF Index B Truck will be applied in 15 minute segments – i.e. \$50.00 for low altitude testing and \$125.00 for tether testing.
- 5.4 Intentionally Deleted
- 5.5 If requested by the Company, the Airport shall for duration of the term, prepare and provide space, assist with loading/off-loading if passible and AOA/security escort for delivery and storage of any Company materials, ballast etc at helicopter tether pad site - \$1,000.

6. PAYMENT

- 6.1 Invoices for payment will be submitted monthly.
- 6.2 The Company shall pay all valid invoices for payment within 30 days of receipt.

7. CONDITIONS OF AGREEMENT

This Agreement is subject to the following conditions:

7.1 APPLICABLE LAW

- a. The Agreement shall be governed by and interpreted in accordance with Colorado Law. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state of Colorado District Court governing Gunnison County, Colorado.
- b. Each party hereby warrants to each other that entry into the Agreement does not and performance thereof will not in any way violate or conflict with any provision of federal or state law, statute, rule, regulation, judgment, writ, injunction, decree or order applicable to it; and that the Agreement does not conflict with or result in a breach or termination of any provision of, or constitute a default under any mortgage, Agreement or other liability, charge or encumbrance upon any of its properties or other assets.
- c. Each party hereby understands and agrees that the provisions of this Agreement shall survive any termination of the Agreement for any reason whatsoever and shall remain fully enforceable as between the parties notwithstanding such a termination.

8. DURATION

- 8.1 Agreement shall be operative for the period stated under **2. TERM**. If the program cannot be completed during the stated term, the Parties shall endeavor to agree to revised dates and the Agreement may be amended accordingly.

9. INDEMNITY

- 9.1 The Company shall indemnify the County, its employees and Agents from and against any direct expense, liability, direct loss and claims in respect of death or injury to any person, loss of or damage to property and any other loss, damage, cost or expense which may arise out of or in consequence of any willful or wanton act of the Company or its personnel in the performance or non-performance of the Agreement, excluding any such claims to the extent they arise out of the negligence or willful misconduct of the County, its employees and Agents. The County will

promptly notify the Company of any event that may give rise to the foregoing indemnity, will permit the Company to defend or settle any claim covered by the foregoing indemnity, and will cooperate with the Company in any such defense of settlement.

10. INSURANCE

10.1 The Company agrees that at all times during the Term of this Agreement, the Company shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies with Gunnison County listed as an additional insured (but the Company's insurance will not be required to pay damages for the portion of any loss caused by negligence or willful misconduct of County, its officers, employees, agents, or contractors). Within thirty (30) days of execution of this Agreement, the Company will provide insurance certificates to the County for coverages required herein which shall state that such policies shall not be materially changed or cancelled without (14) days prior notice to the Board. (If the insurance certificate fails to include such statement, then the Company agrees that it will promptly notify the County of such material change or cancellation. A "material change" is a reduction in coverage below that required by this Section 10.1) If coverage is cancelled or terminated for any reason, the County shall have no further obligation to provide services under this Agreement. Furthermore, the County will provide copies of insurance certificates to the Company for the coverages it has in place.

- a. If applicable, workers compensation insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Company during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount not less than \$1,093,000 each occurrence and \$2,000,000 aggregate of Bodily Injury Liability and \$500,000 for Property Damage Liability.
- c. If applicable, comprehensive automobile liability insurance on all vehicles owned or brought to the premises by the Company, in an amount no less than one hundred fifty thousand dollars for any injury to one person in any single occurrence, and in an amount no less than six hundred thousand dollars for any injury to two or more persons in any single occurrence.

10.2 **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Notwithstanding any other provision to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, in whole or part, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as now or hereafter amended, or as otherwise provided. The parties understand and agree that liability for claims for injuries to persons or property arising out of conduct of Gunnison County, its boards, officials and employees is controlled and limited by the provisions of section 24-10-101 et seq., C.R.S., as now or hereafter amended.

11. TERMINATION

- 11.1 The Company or County shall have the right at any time and for any reason to terminate the Agreement in whole or in part by giving the County or Company 7 days written notice whereupon all work on the Agreement shall be discontinued and the Company shall pay to the County fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any indirect or consequential loss. Furthermore, in the event of termination by County, County shall pay to Company fair and reasonable compensation for on-site work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any indirect or consequential loss
- 11.2 The Company or County shall have the right at any time by giving the County or Company written notice to terminate the Agreement immediate if:
- a. The County cannot in the reasonable opinion of the Company adequately fulfill its obligations under the Agreement.
 - b. The Company violates the conditions of the ARFF services as requested.
 - c. The termination of the Agreement, however arising, will be without prejudice to the rights and obligations of the Parties, which have accrued prior to termination. The Conditions, which expressly or impliedly have effect after termination, will continue to be enforceable notwithstanding termination.

12. WAIVER

- 12.1 Failure or delay by the Company or the County in enforcing or partially enforcing any provision of the Conditions will not be construed as a waiver of any of the Company's or County's rights under the Agreement.
- 12.2 Any waiver by the Company or the County of any breach of, or any default under, any provision of the Agreement by the County or the Company will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.

13. SEVERABILITY

- 13.1 If any provision of these Conditions is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of

these Conditions and the remainder of the provision in question shall not be affected.

14. DISPUTE RESOLUTION

14.1 If any dispute arises out of or in connection with this Agreement (“Dispute”) the Parties may seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both Parties. Either party will be entitled to initiate the process by written notice to the other. Any such procedure shall be held in Gunnison County, Colorado, and the laws of the state of Colorado shall apply to such Dispute.

15. ASSIGNMENT AND SUB-CONTRACTING

15.1 Neither the County nor the Company shall be entitled to assign the Agreement or any part of it without the prior written consent of the Company and County.

15.2 Sub-contracting by the County or Company shall not in any way relieve the County or Company of any of its responsibilities under the Agreement.

16. NOTICES

16.1 A notice given under, or in connection with, the Agreement must be in writing and delivered by hand or sent by first class post or by facsimile or electronic communication to the address of the Company or County.

16.2 Notice shall be deemed given:

- a. if sent by post Air mail - seven business days, after posting exclusive of the day of posting)
- b. if sent by facsimile or electronic communication: at the time of transmission.

17. OTHER AGREEMENTS

17.1 Company agrees to abide by and be subject to all airport (a) Minimum Standards, and (b) Rules and Regulations which are now, or may from time to time be, lawfully promulgated by the County and/or other agencies with authority concerning management, operation or use of the Airport. A copy of the County's existing rules and regulations relating to operations at the Airport are annexed to this Agreement as Exhibit 1.

18. CHANGES TO THE AGREEMENT

18.1 In the event that either Party requires a change to the Agreement, the Party requiring the change shall immediately inform the other Party in writing. Such a change shall not come into effect until a written acceptance of the proposed

change, detailing any consequential amendments, is issued by one Party and accepted by the other Party by persons authorized to agree to such changes.

19. FEDERAL REQUIREMENTS, NONDISCRIMINATION.

- a. The Company and County agree that in conducting its operations under this Agreement it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- b. The Company and County agree: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any premises and facilities of County at the Airport, (2) that in the construction of any improvements on, over, or under such premises and facilities and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that Company shall use any such premises and facilities in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- c. The Company and County agree that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Nondiscrimination in Airport Aid Program, or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Company assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Company assures that it will require that its covered sub-organizations provide assurances to Company that they similarly will undertake affirmative action programs and that they will require assurance from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- d. The Company and County agree that it shall furnish its 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 Company

may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- e. The Company and County agree that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this Agreement on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 23, Participation of Minority Business Enterprise in Department of Transportation Programs, or parallel regulations issued by the FAA.
- f. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Company by either the County or the U.S. Government, and Company's failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and this Agreement. In the event of such noncompliance, the County shall have the right to terminate this Agreement and any estate created hereunder, without liability therefore, or at the election of the County or the United States, either or both shall have the right to judicially enforce such provisions.

20. CONFIDENTIALITY

- 20.1 Save for information which is in the public domain (otherwise than by a breach of this Condition), or that is required to be produced under the Colorado Open Records Act or other applicable law, the County shall keep secret and not disclose any technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the County by the Company or its agents and any other confidential information concerning the Company's business or its products which the County may obtain and the County shall restrict disclosure of such confidential material to such of the County's employees, agents or sub-contractors on an as need to know basis, the same for the purpose of discharging the County's obligations to the Company, and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Company.

21. FORCE MAJEURE

- 21.1 Neither Party shall be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulted from circumstances beyond its control, including but not limited to, act of God or Governmental act, flood, fire, explosion, accident, act of terrorism, civil commotion, industrial dispute, or transportation or communications problem, or impossibility of obtaining materials. For the avoidance of doubt, the Parties' indemnity obligations are not excused by this Section 21.1.

21.2 Each Party hereto agrees to give forthwith to the other on becoming aware of an event of Force Majeure such notice to contain details of the circumstances giving rise to the event of Force Majeure.

22. INDEPENDENT CONTRACTOR

- a. In carrying out its obligations and activities under this Agreement, Company is acting as an independent Contractor and not as an agent, partner, joint venture or employee of Gunnison County. Company does not have any authority to bind Gunnison County in any manner whatsoever.
- b. Company acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Company is obligated to pay federal and state income tax on any moneys paid it related to the services.

23. IMMIGRATION COMPLIANCE CERTIFICATION

Company certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement. Company further certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement. Finally, Company certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program (operated by the Department of Homeland Security).

24. METHOD OF NOTICES

All notices or other written correspondence desired or required to be sent pursuant to this Agreement shall be sent to the respective parties as follows:

If to the County: County Manager
Gunnison County
200 W. Virginia
Gunnison, CO 81230

If to the Company: The Boeing Company
V-22 Flight Test Program
Naval Air Warfare Center Aircraft Division
22474 James Road, Hangar 109, Rm E-165-A
Patuxent River, MD 20670
Attn: Mr. Aaron Gaddis

25. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates specified below.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

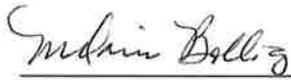
Date: 7-23-2021


Jonathan Houck, Chairperson
Matthew Ririe, County Manager

NA
~~Roland Mason, Commissioner~~

NA
~~Joseph Smith, Commissioner~~

Attest:


DEPUTY COUNTY CLERK



Date: July 23, 2021


Marc A. Poulin, Authorized Signatory

Attest: witness

McDames

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application Approval; Caring for Colorado; G

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

grant application

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

This is a new grant for Juvenile Services. Will need to do budget amendment to add to budget.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 7/27/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/3/2021

Caring for Colorado Budget

Staff

FAST Coordinator \$32/hr. x 15 hrs. week x 52

\$24,960 (strategy 1)

MRS Coordinator = \$31.04/hour x 15 hour week x 52 weeks

\$24,211 (strategy 2)

Interpreter/Translation Services 3 hours/week (52 weeks) x \$22

\$3,432 (strategy 1)

Contracted Services

Gunnison Valley Mentors - 20hrs. A week x \$22/hr. x 52

\$22,800 (strategy 1)

GVH/RE1-J School District social worker \$78,000 at 25%

\$19,500 (strategy 2)

OTHER

Meetings: \$250 x 2 for food = \$500, and \$25 gift cards x 20 = \$500.

\$1,000 (strategy 2)

TOTAL

Strategy 1

\$51,192

Strategy 2

\$44,711

TOTAL REQUEST

\$95,903

Grant Application Part 1: Proposal Overview Template

Please answer **each question individually**. This Proposal Overview must be completed using 12-point font and **cannot exceed** three (3) pages in total. After writing and editing your responses in the Proposal Overview Word template, **you must copy and paste each response into the corresponding section in the Part 1 form online**.

1. Describe the work you are proposing to do. If applying for general operating support, describe the work of the organization.

The Family Advocacy and Support Team (FAST) is a Partnership of many of the youth and family serving organizations and agencies in Gunnison County. The goals of FAST are to: (1) develop a more uniform system of collaborative management that includes the input, expertise, and active participation of parent advocacy or family advocacy organizations; (2) reduce duplication and eliminate fragmentation, and increase quality, appropriateness, and effectiveness of services delivered to children or families who would benefit from integrated multi-agency services; (3) encourage cost sharing among service providers and cost-reduction for services; and (4) achieve positive outcomes for children and families. FAST has been a supported collaboration in Gunnison County for the past 10 years. Our FAST team includes: Gunnison County Departments of Health and Human/Social Services, probation, the RE1-J school district, Gunnison Valley Mentors, The Center for Mental Health, Gunnison County Juvenile Services Director, Early Intervention Program Manager and Clinical Specialist, Project Hope, family support partner, Multicultural Resource (MRS) Coordinator and Division of Vocational Rehabilitation staff. At the heart of FAST is youth and family advocacy; we center our services on the family and youth's voice and choice and the supports that they receive from the community.

To elevate the work the FAST partnership our proposal includes both strategies identified in this grant; For the first strategy area of family support services this grant will support partial personnel costs for the FAST Coordinator, interpreter services for the Dept. of Juvenile Services, and operating costs for Gunnison Valley Mentors staff time. For the second strategy for promoting family centered mental/behavioral health this proposal will support partial personnel costs for the MRS Coordinator as well as Gunnison Valley Health (GVH) and RE-1J school district's social worker imbedded in the schools.

This proposal will assist FAST in continuing to convene multi-agency partners and to provide family support services that increase parent and youth advocacy skills. As part of this collaboration, in the past two years we have identified lack of equity in serving our Spanish speaking population. Language is our largest barrier in delivering services. Gunnison County lacks diverse professionals that speak Spanish, or are bilingual, and it is essential to have interpreters and translators to provide the same family-centered services to all of our community

members. This inequity is identified not only in our direct service to families, but also in communication and promotion of services that families can access and trust. The MRS office and its coordinator have an impactful role in helping to move towards cultural understanding and health equity. As part of this proposal the MRS Coordinator will help with increased access to family-centered mental and behavioral health services and build capacity by creating opportunities for community-initiated solutions among Spanish-speaking residents to address barriers to mental and behavioral health treatment and supports.

The 2020-21 RE-1J school district social emotional learning needs and gaps analysis identified family centered mental and behavioral health and access to services as a priority area. As a response to this report the school district is hiring a clinical social worker that will be housed under GVH and be embedded in Gunnison Elementary School. This position will provide free services for youth and families in the school and work to connect families with resources in the community. A shared goal across FAST organizations is to increase early intervention referrals and increase protective factors for youth and families. The social worker will be a community liaison and act as a bridge between families and community prevention and early intervention services. This position will work closely with the FAST coordinator and the Mentors program for early identification of needs for youth and families. This partnership will help match youth with Mentors, both in and out of school and increase referrals to FAST as a prevention and early intervention strategy. Currently, many of the youth that are referred to FAST are in the middle school age and have more complex needs. Our goal is to work upstream. Establishing relationships with safe and trusted adults outside of the home is a protective factor for youth and essential for youth served in FAST, this proposal will help in identifying and matching youth through the Mentors program. This proposal will build upon the strong collaboration that already exists in Gunnison County and will increase protective factors for youth and families to increase wellbeing, foster a community of trust and increase access to family-centered mental and behavioral health supports.

2. Describe how you are going to do this work (e.g. steps, strategies, milestones).

1. The FAST Coordinator will convene weekly FAST meetings. All partners listed above will attend meeting for the purpose of reviewing new referrals, making recommendations for resources and level of services and for oversight of the process. All partners will continue to sign our release of information, consent and data sharing forms. 2. Work with Western Colorado University's master of community health department to recruit young adults to be Mentors. 3. By September 2021, GVH will hire a social worker position which will be embedded in the RE1-J Gunnison Elementary school. By October 2021 the social worker will join the FAST team and work in collaboration with FAST, the MRS Coordinator and the Mentors program to increase protective factors for youth and families and build capacity for family-centered mental and behavioral health services that are culturally informed. 4. The MRS Coordinator will increase referrals of Spanish speaking residents in Gunnison County for mental and behavioral health treatment and supports through screening and referral. HHS serves people with basic needs assistance such as food assistance, Medicaid, cash assistance, child care and emergency assistance for housing and other immediate needs. The MRS Coordinator interacts with most of the Spanish speaking clients who are served by HHS and will connect people to services. 5. Host

community planning events and develop leadership opportunities for Spanish speaking residents related to mental and behavioral health professional services to meet the needs of the Spanish speaking community in a culturally sensitive way. 6. Quarterly meetings will be held with the MRS Coordinator, the Social Worker, FAST and GVH Behavioral Health Department. Goals of the meeting will be to ensure coordination of services, education on community services, and to ensure cultural understanding is integrated into delivery of services. 7. Interpreter services will be utilized for identified families.

FAST and its partners aim to reach all children, youths and families in Gunnison County.

3. Describe who the organization/program aims to reach, including relevant demographic information such as race, ethnicity, gender, sexual orientation, and/or socioeconomic characteristics.

Gunnison County is designated as a frontier county located in south central Colorado. With a population of 17,462, there are fewer than 5 people per square mile. Approximately one half of county residents are between the ages of 0 and 35 (Gunnison Valley Health, 2019). The median household income in Gunnison County is \$54, 979 compared to the state, which is \$77, 127. The percentage of people 25 and older living in Gunnison County with a bachelor's degree or higher is 38.5% compared to the state, which is at 25.2%. While many residents in Gunnison County are highly educated, they get paid \$22,148 less per year on average making the rural community residents vulnerable to financial insecurities. Additionally, many of the community members who fall into this category are ineligible for services based on education and/or income. This is the double-edge-sword of middle and lower middle-class America. In addition, Gunnison County is growing rapidly. (Census.gov) From 2010 to 2018, the overall population of the county has grown 12.5%, further increasing the demand on the existing limited resources of this rural community. The media often generalizes rural America as white, marginalizing the many rural communities of color across the US. Rural America and rural white America are not the same, and both exist in Gunnison County. The City of Gunnison's demographics offer a measure of diversity, with a 14.7% Hispanic population verse the county measure of 9%. County Census data reports 87.1% of residents identifying White alone, 2.6% identify as American Indian/Native Alaskans, and 1.9% identify as 2 or more races. This City of Gunnison's rate of growth in Hispanic population is in line with diversity growth across the rural United States (Census.gov). However, we continue to see a diversity gap in our local power structure and professional occupations that has not kept up with the change in demographics. This proposal will help to ensure that all of our community members are served with FAST services, both internally and with our partners, and youth and families are identified earlier to help increase access to services and help build protective factors so they can increase their sense of well-being and thrive.

4. Describe what you hope to achieve (e.g. increase in reach, changes that occurred, capacity built).

Through FAST and the partnering agencies, we hope to achieve 1. Increase protective factors for youth and families through referrals to FAST and Mentors. 2.) Increase referrals of Spanish speaking residents in Gunnison County for mental and behavioral health treatment and supports

through screening and referral. 3. Better alignment with Culturally and Linguistically Appropriate Services (CLAS) national standards and more equitable services for our Spanish speaking community. 4. Capacity building for family-centered mental and behavioral health services that are culturally informed.

5. Describe how the organization partners with participants/clients to inform your work

Within FAST, the principal of family voice and choice guides its work. Starting from the referral to FAST, to each service they may be connected with. Where and when we meet, with teams or for one-on-ones, is determined by youth and families. We take time to learn the youth and family's strengths, their self-identified needs and their culture and background to inform how we engage and work with them. Families are given any materials needed to make informed decisions that works best for them. When working with their teams of professionals and natural supports their goals and decision making is anchored in the family's voice. FAST includes Family Support Partners who advocate, encourage and empower youth and families with their own lived experiences. And within any team-based process that FAST and its partners provide, we are always eliciting feedback from families by debriefing with them before or after meetings, giving out surveys, and simply communicating an open-door policy for a family or youth to voice any concerns or questions.

6. Describe how the work/organization is aligned with [Caring for Colorado Guiding Principles](#).

The health of a community is affected by many things in the environments where we spend time living, learning, playing and working. That is why the FAST Partnerships extends its reach to the vast array of children, youth and family serving entities. In promoting wellness across the community, FAST and its partners recognize that collaboration among our family serving systems helps create accountability to identify and address the systemic injustices that children youth and families experience in order to create environments that provide protective factors and promote wellness. This is why part of our proposal incorporates strategies to equitably serve our Spanish-speaking population who are often disproportionately represented in our systems but have difficulty accessing services proactively due to inaccessibility around language barriers.

7. Describe how the work/organization is aligned with one or more [Caring for Colorado Focus Areas](#).

FAST and its Partnerships are closely aligned to the Strong and Resilient Families focus area. FAST not only joins forces with youth and family serving professionals but encourages community members, friends and family to participate as well. Utilizing a Positive Youth Development lens, understanding Risk and protective Factors, and using a 2Gen approach with each family that we reach creates a framework that unites each piece we contribute to build an environment for families to thrive and children to grow into fruitful lives.

FAST's collaboration supports families wherever they're at. FAST has a system of care that serves families through universal prevention and promotion, targeted intervention and intensive

intervention and makes needed resources available to those who face the greatest challenges in accessing them. All partners can participate at all tiers depending on the family's needs and wants in helping to create individualized and integrated plans of care. We do for, then do with and cheer on our families build resiliency abilities to sustainable and healthy futures. All partners are also committed in working together to support families with prevention and promotion of protective factors that create the strong foundations. This can look like system navigation, connection to resources and supports, and education for youth and caregivers.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; Caring for Colorado/Colorado Cent

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Requesting signature line be changed to Matthew
This grant was previously approved

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds

Submitter's Email Address: rmorgan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 7/29/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. Although we'd prefer provisions such as an acknowledgement of governmental immunity, the absence of such provisions is probably not fatal to this agreement. MRH

Reviewed by:

Discharge Date: 7/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/3/2021



Grant Agreement

Grant Recipient: Gunnison County Department of Health and Human Services

Grant Number: R-10506-21

Project: Gunnison County Vaccine Equity Effort for Children

Total Grant Amount Awarded: \$ 32,650

Term of Grant: 7 Months Dates: 07/23/2021 to 02/22/2022

Anticipated Payment Date	Payment Amount
08/06/2021	\$32,650.00

The Colorado Centennial Fund, a subsidiary of Caring for Colorado Foundation, (the "Organization") must ascertain that your non-profit tax status is maintained throughout the grant cycle. In addition we must be assured that our grant (the "Grant") will be expended for an educational, scientific, or other charitable purpose as outlined in the application. We are also interested in the results of the grant. With this in mind, we ask that you (the "Grantee") read, sign and return this Grant Agreement (the "Agreement").

1. Tax-Exempt Status:

The Grantee agrees:

- A. To maintain its status as a tax-exempt organization (or working under the umbrella of a recognized tax-exempt organization), i.e., recognized by the IRS as a public charity described in Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code").
- B. That such tax-exempt status under Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code has not changed since the issuance of the IRS determination letter, which the Grantee provided to the Organization in its Grant application.
- C. That there is no issue presently before any office of the Internal Revenue Service concerning any proposed changes in its tax-exempt status under Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code.

- D. To provide current and appropriate documentation if the Grantee is a government supported agency, such as a school, museum, library or government agency or department.
- E. That it will provide the Organization with immediate written notification of any changes in the Grantee's tax-exempt status.

2. Representations:

Colorado Charitable Solicitations Act (CRS 6-16-2014) – The Grantee acknowledges that it is in compliance with the regulations set forth in the Colorado Charitable Solicitations Act with respect to fundraising.

Anti-Terrorism (Patriot Act of 2001, Executive Order 13224) - The Grantee acknowledges that it is familiar with U.S. anti-terrorism laws and that no monies associated with this Grant will be used, either directly or indirectly, to benefit any person or organization with ties to terrorists.

3. Expenditure of Funds:

The Grant (together with any income earned upon investment of Grant funds) is made for the purpose outlined in the project plan and budget available in the grant record on the online grants portal and may not be expended for any other purpose without the Organization's prior written approval. Expenditures of Grant funds must adhere to the specific line items in the budget submitted by the Grantee within the Grant period. For grants greater than \$25,000, changes to individual line items (increases and decreases) that are greater than 15% of that line item must be approved in advance by Organization staff. If the Grant period ends and Grant funds remain unexpended, any unexpended Grant funds shall be repaid promptly to the Organization. If the Grant funds are expended other than for the purposes of the Grant or not in accordance with the approved budget, funds equal in value to the portion of Grant funds determined by the Organization to have been so expended shall be repaid to the Organization upon its request.

4. No Assignment or Delegation:

The Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without prior written approval from the Organization.

5. Reports and Evaluation:

The Grantee is required to provide the Organization with online financial and narrative reports summarizing project results. The Grantee will receive an email request for any report approximately one month before it is due. The Grantee also agrees to provide any other information reasonably requested by the Organization. If the Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to the Organization.

Report Requirement	Due Date
Final Report	03/22/2022

The Organization may, at its own expense, monitor and conduct an evaluation of the operations under the Grant which may include visits by representatives of the Organization to observe the Grantee's program procedures and operations and to discuss the program with the Grantee's personnel.

6. Required Notification:

The Grantee is required to provide the Organization with immediate written notification of: (1) its inability to expend the Grant funds for the purposes described in the Grant application, this Agreement and any other written or electronic communication describing the terms of the Grant; or (2) any expenditure from this Grant made for any purpose other than those for which the Grant was intended.

7. Research Involving Human Subjects:

If the Grant is to be used in whole or in part for research involving human subjects, the Grantee hereby certifies that the Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

8. HIPAA Compliance – Protected Health Information:

If the Grantee is a Covered Entity as defined in the federal privacy rules promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Grantee is obligated to maintain the privacy and security of Protected Health Information as defined by HIPAA.

9. Publicity:

The Organization encourages the Grantee to publicize information concerning the awarded Grant on the Grantee's website, in the Grantee's newsletters, annual reports and other relevant publications. When possible, any public statements about the Organization or its grantmaking shall be cleared in advance by the Organization (To do so, please contact Caring for Colorado).

The Organization welcomes any photographs relevant to the Grant that may be provided for Organization use. The Grantee must obtain prior permission, with a signed photo release, for use of the photograph in any medium of any individual or group including clients, visitors or bystanders. Parents or legal guardians must sign a release form for minors who appear in photographs. (Please contact Caring for Colorado).

The Organization may include, without further notice, information regarding this Agreement and/or the Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials and (provided by the Grantee) and its activities, on the Organization's website or electronic communications, in the Organization's periodic public reports, newsletters and news releases.

10. Right to Modify or Revoke:

The Organization reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in the Organization's sole discretion, such action is necessary: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives

of this Agreement or any other charitable interest of the Organization; or (3) to comply with the requirements of any law or regulation applicable to the Grantee, the Organization, or the Grant.

11. Termination:

This Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of the Grantee.

Either party upon written notice to the other party may terminate this Agreement.

Upon termination of this Agreement for any reason, all payments by the Organization to the Grantee shall cease at such time as may be determined by the Organization. The Grantee specifically acknowledges that immediate cessation of funding, before termination procedures are completed, may be necessary in recognition of the Organization's fiduciary responsibilities.

12. Special Conditions:

The Grantee accepts and agrees to comply with the following special conditions:

Special Provisions: Together We Protect is a project-restricted grant. Funding must be used for vaccine-related activities focused on youth and, where appropriate, their caregivers, disproportionately affected by COVID-19.

Funding Conditions: None

13. Capital Equipment Limitation:

If the purpose of the Grant is for the purchase of capital equipment, the Grantee shall not sell, transfer or otherwise dispose of such equipment during its useful life without the prior written approval of the Organization. If changes in the Grantee's status as a public charity or changes in its operations result in the Grantee no longer using the capital equipment for the purposes that were the subject of the Grant, the Organization may require the return of the equipment to the Organization or a transfer of the equipment to another public charity.

14. Amendment:

This Agreement may be amended, supplemented or extended only by written agreement signed by the Organization and the Grantee.

15. Disclaimer:

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by the Organization that the services rendered by the Grantee are adequately or properly rendered on either an individual or program-wide basis. The Grantee shall hold the Organization, its directors, trustees, officers, employees, and agents harmless from all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's rendering or failure to render services to the extent permitted by Colorado law.

16. Controlling Document:

The terms and conditions of this Agreement shall be the controlling document between the Organization and the Grantee. All verbal communication, notes, minutes or other documentation pertaining to the Grant shall be deemed merged into this Agreement. In making the Grant, the Organization has relied on the information and representations submitted to the Organization by the Grantee.

The undersigned certify that they are duly authorized officers of the Grantee and, as such, are authorized to accept this Agreement on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

The Parties agree that either or both parties may execute this Agreement in counterparts by signature of the original or transmittal of a signed copy by any electronic means in accordance with the Colorado Electronic Signature Act, C.R.S. 24-71-101 et seq. by affixing an electronic signature that complies with the requirements of the Colorado Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 et seq. for electronic signatures.

ACCEPTED AND AGREED TO:

ORGANIZATION NAME: GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Joni Reynolds
Executive Director

Date

Colorado Centennial Fund

Linda R. Reiner
President and CEO

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; Community Foundation of the Gunnison Valley

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Community Foundation of the Gunnison Valley

Term Begins: 8/1/21

Term Ends: 4/30/2022

Grant Contract #:

Summary:

CFGV Choice Pass Grant Contract

Fiscal Impact: \$2,375

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 7/21/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/19/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/3/2021

COMMUNITY FOUNDATION OF THE GUNNISON VALLEY
2021 Community Grants
GRANT CONTRACT

ORGANIZATION: **Gunnison County Department of Juvenile Services**

AMOUNT AND DURATION: **\$2,375** over a 10-month period beginning July 1, 2021

PURPOSE: **Gunnison County Substance Abuse Prevention Project's Choice Pass Parent Education**

1. Use of Grant Funds Grant funds may be **used only for the purpose(s) referenced above**. In compliance with Executive Order 13224 of the United States' Patriot Act, this grant will not be used to support named terrorist organizations or those who may be otherwise associated with terrorists. The Community Foundation of the Gunnison Valley acknowledges that "support" does not include non-violent activities intended to protect or promote constitutional rights. If monies are not expended by the Grantee for the purpose and in the time period named above, the Foundation may ask for their return.
2. Payment of Grant Funds The grant funds will be paid by the Foundation in one installment at or following the Grant Celebration on July 21, 2021. The payment of funds is contingent on receipt of this executed contract.
3. Certification and Maintenance of Exempt Organization Status You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and "not a private foundation," within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity"), or have a fiscal sponsor, such as the County of Gunnison or Gunnison Watershed School District. You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity and any change in key leadership responsible for achieving the grant's purpose.
4. Report You will submit a full and complete report to the Foundation on the use of the grant funds, compliance with the terms of the grant and the progress made toward achieving the goals of the grant by 11:59 p.m., April 30, 2022, using the SMAApply online platform. You also agree to: a) supply the Foundation with photos suitable for use in publications and on the Foundation's website and certify you have permission from any individuals in said photo to use it for publication; and b) utilize the Foundation's logo on your website as appropriate for recognition of its support.
5. Records You will maintain your books and records in such a manner that the expenditures of the grant funds will be shown separately in an easily-checked format and you give the Foundation reasonable access to files and records as it deems necessary concerning the grant. You agree to maintain such files and records for a period of at least four years after completion or termination of the project.
6. Acknowledgment of Support All websites, program materials, manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge the Foundation's support. The Foundation may review and approve the content of any proposed publicity prior to release.
7. Future Funding You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate. Please note that CFGV may require groups that have received funds for three consecutive years to sit out one funding year.
8. Modification This agreement and the accompanying letter set forth all terms of the grant and replace all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation.
9. Applicable Law This agreement will be construed in accordance with the laws of the State of Colorado.



Lauren Kugler, Executive Director, CFGV
Grantor

Legal or Authorized Official
Grantee

Title

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application Approval; Daniel's Fund; Gunniso

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Daniel's Fund

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Grant application for Choice Pass

Fiscal Impact: \$50,000

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Renew of an existing grant, already in budget

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 7/27/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/3/2021

GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT

\$50,000 | | Drug & Alcohol Addiction | Owen McAleer
 R-2107-22494 | Substance Abuse Prevention Project - Choice Pass
 | Original Grant Amount:

Primary Contact: Kari Commerford, Director, kcommerford@gunnisoncounty.org, (970) 642-7393

Status

Proposal Requested

▼ ORGANIZATION INFORMATION

Organization	Gunnison County Substance Abuse Prevention Project
Location	Gunnison ,CO
Primary Contact	Kari Commerford
Executive Director/CEO	Jonathan Houck
Board Chair:	

Organization's Mailing Address on Record:

200 East Virginia Ave
 Gunnison, CO 81230

Please carefully check the contact names and organization's mailing address above.

If they are incorrect, please use the space below to provide corrections to the mailing address, the Primary Contact and Executive Director/CEO information.

Provide the full name, including prefix, job title, email address, and phone number.

You may also note any names that should be removed from the dropdown list to update the organization's record.

Address and Contact Updates:

Primary Contact:
 Emily Mirza
 Youth Programming Coordinator
 emirza@gunnisoncounty.org
 970-64-7612

Is your organization a Government Entity? Yes

Government entities have a required attachment to document their tax status. Please carefully review the Attachments section.

Does this grant involve a Fiscal Sponsor? No

ORGANIZATION BACKGROUND AND PROGRAMS

Year organization was founded: 2006

Organization's Background:

In 2006, Gunnison County was awarded a SPF SIG grant as one of 14 Colorado counties at highest risk for substance abuse. We ranked third among the state's frontier counties for Juvenile Drug-Related Arrest Rates, had significant "binge" drinking among underage youth in the community and Western Colorado University (WCU) students, and have the highest number of liquor stores per capita of any county in the state. Within the past 10 years the Gunnison County Substance Abuse Prevention Project (GCSAPP) has been working diligently as a community coalition to minimize youth use rates of alcohol, tobacco, marijuana and prescription drugs. Our 2018 Drug Free Communities snapshot showed past 30-day use of marijuana, alcohol, and tobacco decrease from 2009-2017. However, nicotine and alcohol use increased in 2019 and is higher than the state/national average. GCSAPP has adopted a public health approach to prevention, allowing our efforts to move upstream to address risk and protective factors.

Organization's Current Programs:

Current programs are Choice Pass (CP), Rethinking Substances (RTS), social emotional learning (SEL) with grades 6 and 9, skill-based services for students with loss, and Youth Wellness a grassroots youth led program to connect peers to counseling. This year the CP program served 530 youth and their parents. Over 40 businesses give recognition and provide alternative programming and discounts to CP youth. 363 parents and community members received education last year. CP is a protective factor, offering opportunities for pro-social involvement, increasing connectedness and decreasing the risk of suicide and substance abuse.

The past year program staff were trained in RTS, a restorative approach to working with youth who are using substances and their parents. Program staff support youth to identify any harm that was caused by their choices and how to repair that harm. Youth and family are connected to additional support services in the community as needed. 23 youth and their parents participated in RTS individual or group meetings during the last school year.

This year 135 youth were provided SEL to increase skill building and healthy coping. Nine youth Crested Butte Community youth who experienced loss of a parent received skill-based services in school. Six paid youth leaders organize Youth Wellness and 22 youth were provided free therapy services by local professionals.

▼ REQUEST INFORMATION

Project Title:

Substance Abuse Prevention Project - Choice Pass

Grant Request Summary:**Staffing**

Choice Pass Coordinator 12 months (52 weeks), budgeted at .8 FTE 25% (9hours. per week) based on \$28/hr. - \$13,104

Program Coordinator plans, implements and reports on all youth and parent activities as part of Choice Pass.

Education Specialist and Intervention 12 months (52 weeks) Budgeted at .8 FTE 25% (9hours) based on \$28/hr. - \$13,104

Education Specialist provides direct social emotional education in school to 6th and 9th grade youth and will facilitate the skill-based one-on-one and family sessions for participants who violate the program. Education Specialist/Interventionist will also provide ongoing skill-based groups for youth who need extra social emotional support.

Interpreter/Translation Services 3 hours/week (52 weeks) x \$22/hr. - \$3,432

Choice Pass Program

- Drug Tests - 6-7th grade saliva tests and 8th -12th grade urine analysis for 50% of 6th-12th grade - \$1,500
- Nicotine Tests - \$8 per test x 50% participants 6th - 12th grade (325) - \$2,624
- Drug testing contractor 12-15hrs per month x 10 months x \$150 a month - \$1,500
- Newspaper ads 9 x \$150 - \$1,350
- Support for Alternative Activities - Community business discounted activities/scholarship \$500 each to be distributed across youth for each program - Rec Center, athletics and school fees, Mt. Roots, Hockey, School of Dance, etc. - \$3,000
- Outdoors Youth Leadership Program with Irwin Guides 10 students - \$4,500
- Parent Education nights 10 events 60 attendees at each event x \$8pp - \$4,840
- Shirts, stickers and promotional costs - \$1,046

Total = \$50,000**Amount Requested:** \$50,000.00**Proposed Grant Term (in months):** 12**Grant Term Explanation:****REQUESTED TYPE OF SUPPORT**

*Please select the Type of Support for which you are applying in order to show the correct application questions. **Please note that the Daniels Fund does not support endowments, and in the K-12 Education Reform area, does not make Capital grants.***

- General Operating (supports an organization's day-to-day operations)
- Program / Project (provides support for specific activities, including equipment purchases)
- Capital (supports the purchase, construction, or renovation of buildings or facilities)

Requested Type of Support: Program / Project**Summary of Program or Project:**

Choice Pass (CP) is a substance abuse, bullying, and suicide prevention program for Gunnison County 6th-12th grade youth. CP takes a three-pronged approach to prevention utilizing the social development strategy. Providing clear expectations of behavior, opportunities to demonstrate the behaviors and community recognition. Access to healthy activities and education for parents and youth to navigate adolescences.

How the program works: youth and parents make a pledge together each fall. Youth to remain substance free and make healthy choices and parents to be supportive through adolescence. Youth gain access to 40 discounts including a discounted ski pass, Rec Center pass, and access to leadership/recreation opportunities. Youth are held accountable through random drug testing from October to May. Parents are required to attend one education dinner to learn about a variety of topics affecting teens and how to better engage in difficult conversations with their adolescent.

CP aims to reduce past 30 day substance use rates among youth, create prosocial activates for youth, and build connectedness between youth and adults in the community. We work to reduce risk factors and enhance protective factors to increase health outcomes for youth through an upstream approach to prevention.

Approximately 600 6th-12th grade youth enroll in the program annually. 90% of youth enrolled identify as non-Hispanic White, 6% as Hispanic, 1.5% American Indian or Alaskan Native, and 2.5% as multiple races. 350 parents and community members attend education events annually.

Please enter the project expense for the specific project or program for which you are requesting Daniels Fund support - this should be the total expenses for the project, not just the portion for which a Daniels Fund grant is being requested.

If you are requesting a multi-year grant, please enter the cumulative total budget for all years of the requested project/program grant term. For example, if your one-year project budget is \$100,000 and you are requesting a 3-year grant, enter \$300,000. We are aware that budgets vary from year to year, so please give your best estimate.

Project Budget:

REQUIRED QUESTIONS FOR ALL TYPES OF SUPPORT

Impact:

CP continues to engage 55% of 6th-12th graders and their parents in Gunnison and Hindsdale County. 90% of CP youth reported being able to ask a parent or guardian for help, 85% agree it is easy to talk with parents about drugs and alcohol, and 92% have not used any drugs or alcohol in the past 30 days. Comparative data of CP 9th-12th grade youth (2020) vs. all GWSD 9th-12th grade youth reporting on HKCS (2019) are as follows for past 30 day use rates; 96% not vaped (CP) vs. 63% not vaped (HKCS); 83% not drank alcohol (CP) vs. 57.5% not drank alcohol (HKCS); 95% not used marijuana (CP) vs. 70% not used marijuana. We also see a lower perception of use by peers and a higher perception of harm across all substances for CP holders. Kids love CP. The RE1-J School District sees value in the SEL services and has increased the amount and scope of services for youth.

How has COVID-19 affected your operations?

Youth enrollment decreased from 600 to 530. We saw a decrease in youth enrolling who identify as Hispanic due to difficulties with technology use at signup nights which is attributed to having to be virtual last year. Several families chose online school and to live outside of the community. If they live outside of the community they cannot uphold all program requirements like drug testing and therefore are not eligible.

COVID-19 limited many agencies abilities to provide opportunities for young people to connect. All of our outdoor oriented programming saw higher engagement numbers then previous years.

This was the first year we hosted parent and community education events virtually. We were able to record all of our presentations and post them on the website so parents can view anytime. We saw an increase of youth attending with parents due to the virtual platform. Despite education being more broadly available, the limitation was parents did not have the opportunity to build a community of like-minded adults.

Per legislation our state funding can be diverted to respond to a public health crisis, the reality of this became more evident this past year. We were fortunate to not see decreases in funding for CP, but we did see decreases across our community. Private and local funding is increasingly important to sustain prevention programs.

Context:

Our community Risk Factors – community and parental norms favorable towards substance use, high availability of substance, and extreme economic deprivation with an emphasis on toxic stress. The related health and behavior outcomes are as follows. 27% of our youth report binge drinking (5+ drinks on 1+ days) in the past-30 days, which is higher than national, state, and regional rates. In 2020-2021, 64% of CP violations were for vaping, 28% for alcohol, and 8% for school suspension. We saw a larger increase in youth violating the program for alcohol which is our community's most widely used and misused substance.

During 2020-2021, focus groups were conducted with middle/high school youth that provided insights for substance use, and mental health needs. With the daily lives of students full of schooling, sports, and social interactions face-to-face and online, they struggle to find time alone to get to know who they are. Students are also using substances to cope with a lack of independence, pressure from peers, parents, and teachers to make choices that will affect their lives as adults. It is apparent that one reason for high substance use is

correlated to the lax community norms that promote use and students are often provided spaces that foster substance use. There is an increasing trend in youth reporting feeling depressed more days than not in the past 2 weeks and rates of suicidal ideations, attempts and completed suicide.

Planning:

To ensure program sustainability, several state and federal grant applications have been submitted. CP committee has been working to increase local fundraising, although we do not have a designated staff person for this effort. The Board of County Commissioners have included CP in their Gunnison County strategic plan. GCSAPP continues to increase our immigrant population involvement with success through increased CP enrollment and hiring an interpreter/translator. GCSAPP aims to provide 80% of education interpreted into Spanish and 20% fully facilitated in Spanish this coming year. GCSAPP is working to diversify alternative programming to meet the needs and interests of all community members.

This past year CP staff were trained in a restorative program to support youth who violate the program and their parents. We will continue to build support for this piece of the program and plan to provide additional one-on-one follow up services for youth this year.

Parents, school district staff, and youth serving professionals identified the need for additional education and support related to substance use prevention and development for younger populations. CP will explore the feasibility of expanding the program to serve 4th-5th grade youth and their parents.

We conducted listening tours with all school district sites and the ask for SLE services is great then ever before. Internally we are determining how and what asks best align with our mission.

FINANCIALS

These financial questions are required for all applicants. If the question is not applicable, please enter n/a.

Net Loss / Net Assets Decrease?

n/a

Material Restricted Net Assets?

n/a

Current Year Net Loss?

n/a

Debt or Lines of Credit?

n/a

Organization's Annual Operating Budget for the Current Fiscal Year: \$150,000.00

For your Current Fiscal Year End Date below, please enter in the form of mm/dd/yyyy, such as 06/30/2020 or 12/31/2020.

Current Fiscal Year End Date (mm/dd/yyyy): 12/31/21

GEOGRAPHICAL AREA SERVED

To select Geographical Area Served, click on the + symbol to the right of the line below. Select your State, Region, (if applicable), then County, then click on the > symbol to add the area. You may select more than one area served. Please be as specific as possible.

Please be sure to select the counties you serve, not just the state, unless you serve the entire state, then you may keep your selection to the state level.

You will be asked to select the percentage of your population served from each geographical area you select, using the percentage "sliders." If you do not track exact percentages, please provide your best estimate. Percentages must total 100%. You may edit the percentages after you have entered them by clicking on the icon to the left of the + symbol.

Geographical Area Served

Colorado / Outstate / Gunnison (97%)

Colorado / Outstate / Hindsdale (3%)

▼ MEASURABLE RESULTS

What are the clear, specific, and measurable results your organization is expecting to achieve with a Daniels Fund grant?

Consider how you will know whether anyone is better off as a result of this grant.

We recommend that you refer to the document titled "Examples of Measurable Results" by clicking [here](#).

Enter at least one, and no more than five results. You are not required to enter all five.

Result 1:

By May 15, 2022 65% of all 6th - 12th grade students and their parents will annually make the Choice Pass pledge and less than 5% will violate their pledge

Result 2:

By May 15, 2022 85% of all Choice Pass holders will report having a conversation with parents about the dangers of alcohol and drugs.

Result 3:

By May 15, 2022 Gunnison County, in partnership with the schools and municipalities will secure \$25,000 to ensure sustainability in the Choice Pass program.

Result 4:

By May 15, 2022 75% of parent education events will be interpreted or facilitated in Spanish.

Result 5:**DEMOGRAPHIC INFORMATION**

Required for all applications**What percentage of the population that you serve identify as:**

American Indian / Alaska Native:	2%
Asian / Asian American:	0%
Black / African American:	0%
Latino / Hispanic:	6%
Pacific Islander / Native Hawaiian:	0%
White / Caucasian:	90%
Multiple Races / Ethnicities:	3%

Total number of unduplicated individuals served across all of your programs and services: 1050

PROGRAM DATA

- If you are requesting support for a program or project, please answer each program data question specifically for the program or project for which you are requesting a grant, not for the organization as a whole. If you are not requesting support for a specific service listed, please enter 0 (zero) in that data field.
- If you are requesting general operating support, fill in all of the data fields that are relevant to your organization's programs and services. Please enter 0 (zero) for those services that are not relevant.
- If you are requesting a 12-month grant, please provide projections of individuals to be served during the 12-month requested grant period.
- **If you are requesting a multi-year grant**, please provide projections of individuals to be served during the entire cumulative requested grant period.

DRUG & ALCOHOL ADDICTION - Prevention

Projected total number of individuals to be served/reached across all of the programs to be supported by this request: 1250

For the question below, please indicate the number of unduplicated youth participating in your drug and alcohol prevention program(s) in during the entire period of the requested grant term.

For example, if you are requesting a two year grant term, please indicate the number of unduplicated youth participating in your drug and alcohol prevention program(s) during the entire two year period.

Youth alcohol and drug prevention programs - # to be served: 800

Of those youth participants indicated above, what number and percent of program participants are projected to report an increase in perception of risk of alcohol & drug use after the program?

Youth prevention programs - number 40
reporting increased perception of risk:

Youth prevention programs - 5%
percentage reporting increased
perception of risk:

For the question below, please indicate the number of individuals to be reached in a during the entire grant term through a public awareness campaign about the dangers of marijuana use among youth.

For example, if you are requesting a two year grant term, please indicate the number of individuals to be reached during the entire two year period.

Marijuana public awareness campaign 20000
- individuals reached:

For the next question, please indicate the percent of individuals to be reached indicated above, who are projected to report an increase in perception of risk of youth marijuana use as a result of the public awareness campaign.

Marijuana public awareness campaign 5%
- percentage - increased perception of
risk:

For the question below, please indicate the number of unduplicated children to be served with programs for children of addicted parents during the entire grant term.

For example, if you are requesting a two year grant term, please indicate the number of children to be served during the entire two year period.

Number of children of addicted 213
parents:

Program Data Explanation - Drug & Alcohol Addiction - Prevention:

▼ ATTACHMENTS

UPLOAD INSTRUCTIONS

To upload a document, click the **+** icon next to the line with the name of the attachment below and select the document from your computer's files that you wish to upload by clicking "add files" in the pop-up window. Once the document has been added, click "start upload". Close the document upload box when upload confirmed. The uploaded document will appear in the Attachments box at the bottom of the page.

If you are downloading a required Daniels Fund template or form by clicking on the blue link under the form name, please note that the document will download and appear in the lower left corner of your internet browser. When it appears, click on the document to open it and save it to your computer.

REQUIRED ATTACHMENTS FOR ALL GRANT TYPES

MAJOR CONTRIBUTORS

Click to download required document.

NAMES AND QUALIFICATIONS OF KEY STAFF

Please use your own format. Include length of service with the organization. Do not include job descriptions or resumes.

BOARD OF DIRECTORS LIST

Include the following information each board member:

Position on the board (identify officer and committee positions)

Occupation and name of employer and/or affiliation

CURRENT (YEAR-TO-DATE) FINANCIAL STATEMENTS

Include a Statement of Financial Position (Balance Sheet) and Statement of Activities (Income Statement) through the most recently completed operating period available (must be within the past three months).

ORGANIZATION'S BUDGET-TO-ACTUAL REPORT

Your organization's operating budget for the current fiscal year with actual income and expenses through the most recently completed period.

ORGANIZATION'S OPERATING BUDGET

Your organization's operating budget for the current fiscal year (including income and expenses). If near the end of your fiscal year, also include the budget for the upcoming fiscal year if available.

YEAR-END FINANCIAL STATEMENTS FOR THE TWO MOST RECENT FISCAL YEARS

Include the fiscal year-end financial statements, **audited if available**, for the two most recent fiscal years. If audited financial statements are not available, please provide both a Statement of Financial Position (Balance Sheet) and Statement of Activities (Income Statement) for each fiscal year. If you are a newer organization without two years of financial statements, please upload a note to that effect in place of the financial statements. **If audited financial statements are not available, please upload your most recent IRS Form 990.**

Current (YTD) Financial Statements

Major Contributors

Organization's Budget-to-Actual Report

Year-End Financial Statements Year 1

Year-End Financial Statements Year 2

PROGRAM / PROJECT REQUIRED ATTACHMENT

Project Budget

GOVERNMENT ENTITY ATTACHMENT

Please provide proof of status as a government entity. This may take the form of an IRS Government Affirmation Letter (preferred), or a Statement of Tax Exemption. An example of a Statement of Tax Exemption can be downloaded by clicking [here](#), which must be on the entity's official letterhead and include:

- Federal Identification Number (EIN)
- Address and phone number
- Attestation that the organization is a government entity and is therefore not subject to Federal income tax
- Signature of authorized person, with printed name, title, and date

You may request an IRS Statement of Tax Exemption by calling the Internal Revenue Service at 877-829-5500 and providing your Federal Identification Number. An example may be downloaded by clicking [here](#).

Government Entity - Tax Exempt Documentation

OPTIONAL ATTACHMENTS

Communications Materials or Brochures

Cover Letter

Evaluation Results

Photo 1

Photo 2

Strategic Business Plan

ATTACHMENTS
<p>2021 Operating Budget.pdf</p> <p>Organization's Operating Budget Added by Kari Commerford at 10:04 AM on July 26, 2021</p>
<p>We do not file form 990.docx</p> <p>Most Recently Filed Form 990 Added by Kari Commerford at 9:41 AM on July 26, 2021</p>
<p>board list.docx</p> <p>Board of Directors List Added by Kari Commerford at 9:40 AM on July 26, 2021</p>
<p>Key Staff.docx</p> <p>Names and Qualifications of Key Staff Added by Kari Commerford at 9:32 AM on July 26, 2021</p>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Colorado River Water Conservati

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

request from Cheryl Cwelich, Stewardship & Operations Specialist at CB Land Trust: "We are getting ready to submit a grant to the Colorado River District for a relief culvert and new headgate on the Rozich Ditch in Washington Gulch. This ditch provides water to irrigate the Robinson parcel.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@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: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/3/2021



Application

Please refer to the Community Funding Partnership (CFP) Guidelines for additional information about the program, application and evaluation process, contracting requirements, and more.

I. Applicant Information

Sponsor/Applicant Name: _____

Organization (if applicable): _____

Primary Contact Information:

Name: _____

Address: _____

Phone: _____ e-mail: _____

II. Project Information

Project Name: _____

Project Location (Address and County): _____

Latitude and Longitude (decimal degrees, e.g. 39.55269, -107.335726): _____

**Please attach a site map, if applicable.*

Is your project in response to an unforeseen emergency or natural hazard such as fire or flood?

Yes No

Brief Project Summary (limit 150 words):

Project Timeline:

Anticipated Start Date: _____

Anticipated Completion Date: _____

Project Category(ies) Allocation: *Please identify which of the five prioritized funding categories your project requested funding will address (check all that apply):*

- Productive Agriculture* *Infrastructure* *Healthy Rivers*
 Watershed Health and Water Quality *Conservation and Efficiency*

Describe how the project objectives fit within the category(ies) selected above, and if multiple categories, identify approximate percentage allocation of the project to each category:

Project Partners: *List all partners involved with this project and their role in the proposed project.*

Project Description and Tasks: Provide a detailed description of the project including anticipated tasks and project milestones (ie study completion, permitting, design). For each task, please provide anticipated start and end dates. Attach additional documentation to the application if necessary. Identify any water rights associated with the project and the record owner of those water rights.

Project Success and Deliverables: Please describe anticipated project deliverables and any measurable results of your project (ie AF of storage, efficiency savings/elimination of system losses, ft of stream protected, etc)

Operations and Maintenance: Please describe existing and planned operations and maintenance associated with the project (if relevant). How does this project impact operational costs? If operational costs are expected to increase, describe long-term plans to cover ongoing expenses.

Anticipated Permitting Required for this Project: *Please describe any anticipated permitting requirements (include any local, state, federal or other permits anticipated and/or required for this project and the status of each permit at the time of application.)*

III. Project Budget and Funding

Total Project Cost: _____

Requested Contribution from River District: _____

Project Budget/Funding: *Please complete and attach the CFP budget worksheet in alignment with the tasks identified in the project description, including which funding sources and type (in-kind or cash) are being applied to each task. Attach additional documentation if appropriate.*

Please describe planned efforts to meet the project budget. Should budget be exceeded please describe plan to cover additional costs.

Project Funding Distributions/Sequence of Payments: *Please review the standard method for funding distributions outlined in the CFP Program Guidelines document.*

I have read and understand the CRD's standard disbursement method for the Community Funding Partnership Contract

If the standard funding schedule does not work, please provide a detailed explanation why and what the preferred method of distribution of funds is for the applicant.

IV. Local Community Support

Please attach letters of support from the board(s) of county commissioners in which the county(ies) the project is located and/or water from the project will be utilized, and where appropriate, the governing board of the municipality(ies) in which the project is located. Should a letter of support not be available from the appropriate local government(s), project proponent should provide detailed explanation of the reasons.

V. Colorado River District Mission Alignment

Please review the Colorado River District Mission Statement, Strategic Plan and Partnership Projects Funding Program Framework. Describe how your project aligns with and supports the mission and strategic goals of the River District.

VI. Project Risk Analysis

What precautions are being taken to mitigate potential project failures?

Is there anything in this project that may cause potential injury to vested absolute water rights?
If yes, please explain. Yes No

Will this project potentially cause reduced return flows with any potential negative effects?
If yes, please explain. Yes No

VII. Additional Factors for Evaluation

Does this project preserve pre-Compact (i.e. appropriation date 1922 or earlier) water rights?
Explain. Yes No

Does this project have potential to cause injury to other water users?
Explain. Yes No

How does this funding request enhance the project's long-term viability?

Does this project promote innovation within a water use sector? Yes No
Explain.

Does this project or funding request develop applied research, science and data beneficial to the mission and strategic goals of the District? Yes No

VIII. Insurance

Please review the minimum insurance requirements for a funding agreement which are outlined in the CFP Program Guidelines document.

Please acknowledge that you have read and understand the insurance requirements.

I have read and understand the CRD’s standard insurance requirements for the Community Funding Partnership Contract

If you believe that extenuating circumstances or hardships exist that prevent you from fulfilling this requirement, please explain.

Signature of Applicant

Date

Completed application and supporting documentation should be submitted by e-mail to partnerfunding@crwcd.org.



Gunnison County Board of County Commissioners

Phone: (970) 641-0248 • Fax: (970) 641-3061

Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

August 3, 2021

Mr. Andy Mueller
Colorado River Water Conservation District
201 Centennial St., Suite 200
Glenwood Springs, CO 81601

Dear Mr. Mueller,

We hereby submit this letter of support for the Rozich Ditch Relief Culvert Installation and Headgate Replacement Project grant proposal being submitted by the Crested Butte Land Trust.

This project aligns with our goals to preserve and promote the wellbeing of the County's citizens, natural environment and rural character. County citizens benefitted by the project include several private landowners, local corporations, along with a respected local non-profit organization. The historic Rozich Ditch runs through the scenic riparian habitat of Washington Gulch, which will be protected by the updated infrastructure component of this project. The rural character of Gunnison County is promoted through preserving the agricultural uses supported by this project. Additionally, the ditch irrigates an important recreational corridor that has the Rec. Path Trail which connects the Town of Mt. Crested Butte with the Town of Crested Butte.

It is a project that is consistent with our values to preserve the unique quality of life in Gunnison County for both present and future generations to enjoy.

Thank you for your consideration,

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Liz Smith, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement Approval; Region 10 League for Eco

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Region 10

Term Begins: 07/01/2021

Term Ends: 6/30/2022

Grant Contract #:

Summary:

Information, Assistance and Referral

Fiscal Impact: 55000

Submitted by: ELIZABETH HOLENA

Submitter's Email Address: elizabeth.holena@state.co.us

Finance Review:

Required

Not Required

Comments:

Renewal of an existing grant, already in budget

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 7/27/2021

County Attorney Review:

Required

Not Required

Comments:

appears legally sufficient. MRH

Reviewed by:

Discharge Date: 7/26/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/3/2021



This contract is entered and by Region 10 Area Agency on Aging (R10AAA) and Gunnison County HHS Senior Resources. In accordance with the purposes stated herein, it is hereby agreed as follows:

Scope of Services

The contractors shall do, perform, and carry out, in a satisfactory manner, as determined by R10AAA, all work elements described in the contractor’s proposal submitted for funding (as approved and as may be amended, from time to time, by R10AAA which is herein incorporated by reference and made part of this contract, and which is summarized in OOA-SYS Contract Summary for FY 2022 of this contract. The contractor will administer services funded under this contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule manual volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, and the State Unit on Aging (SUA) Policy and Procedures Manual as from time to time may be amended.

TERM

1. Under this agreement, the contractor shall begin the work July 1, 2021, and shall continue through June 30, 2022. Contract amendments may extend this agreement through June 2024.
2. Agreement: The parties involved in this agreement are Region 10 AAA-Administrator and Gunnison County HHS Senior Resources.

Reimbursement

Contractor shall be reimbursed \$4416.00 per month for providing ADRC services to residents of Gunnison County. An additional \$7000.00 shall be invoiced by the contractor for SHIP work December 2021

Requirements

Contractor agrees to post the Region 10 logo on their website and in a visible location at each office location in recognition of the funding support provided. Semiannual contractor/vendor meeting require attendance of a representative in person or by telephone.

Region 10 AAA Representative
Eva Veitch AAA Director

_____ **Date** _____

Contractor Representative

_____ **Date** _____

Region 10
League for Economic Assistance and Planning, Inc.
145 South Cascade Avenue
Montrose, CO 81401
970-249-2436 Main
970-249-2488 Fax
www.region10.net



Overview

Submitting Agency:	Gunnison County Department of Health and Human Services
Contract Title:	Senior Resource Office(Information and Assistance)
Contract Number:	2132- GCHHS
Start Date:	7/1/2021
End Date:	6/30/2022
Total Approved Grant Funds:	\$53,000.00
Unduplicated Clients (all services):	

Terms and Conditions

This contract is used to identify the distribution and use of funds provided through the Older Americans Act (OAA) and the State Funding for Senior Services (SFSS). This information is provided to the State Unit on Aging through the Region 10 Funding Request.

Per State requirements, each Area Agency on Aging (AAA) is required to have sub-grantees submit line item budgets to the AAA.

This contract identifies information related to the amount of resources the subcontractor has budgeted for the state fiscal year, the units of service the funds will provide, and general consumer demographics. The subcontractor shall:

- Ensure all services provided meet the program standards and fiscal requirements;
- Ensure that Federal funds are not used to supplant non-Federal funds;
- Ensure that appropriate efforts to obtain support from private sources and other public organizations continue;
- All federal and/or state funds will be fully expended within the State Fiscal Year ending June 30th;
- Ensure program income generated by the provider is fully spent in the month it is earned;
- Maintain financial records and other records pertinent to the contract agreement, pursuant to generally accepted accounting principles and using appropriate and sufficient documentation of expenses; and
- Upon request, make fiscal records and related documents available to the Region10 Area Agency on Aging and State Unit on Aging.



Description

The purpose of the Gunnison County Senior Resource Office(SRO) is to provide community outreach and education, preventive health, adult protection and advocacy services to seniors, at risk adults and their families so they can be more independent, healthy and connected to their community. The Gunnison County Senior Resources Office is dedicated to offering services to individuals of Gunnison County, age 60 and older, without regards to race, color, national origin, sex or income. Gunnison County provides seniors, and their families, a comprehensive efficient way to gain knowledge of resources in our community to help them maintain health and independence.

The Senior Resources Office, a division of Gunnison County Health and Human Services, provides information and referral assistance to older adults, family/friends, professionals, and community members. The office also maintains current materials, available in both print and electronic versions, of services and benefits available to seniors in Gunnison County and surrounding areas, including Hinsdale County, Salida and the Western Slope. A primary focus of the SRO is to help enroll low income people with Medicare in food assistance, energy assistance health care benefits and more.

The SRO leads coordinated collaborative efforts in the community to create new services to fill "gaps" in areas where demand is greater than the service supply, such as caregiver resources, out of town transportation, dental care and access to care for lower income, uninsured and under insured individuals. The SRO also helps identify overlaps or duplication in services in order to avoid resource waste and optimize consumer utilization of available services.

The SRO continues to provide information and assistance through the Aging and Disability Resources for Colorado(ADRC), and includes outreach/information, assistance activities and Medicare Counseling through the State Health Insurance Program(SHIP). Outreach/information and assistance activities include on site sessions at the Senior Center, Senior Housing complex, local thrift stores, Open access hours, the Food Pantry and Community Options along with facilitating education community presentations on a variety of aging and care giving related topics.

Summary

Service	Reimbursement Type	Per Unit Rate	Units of Service	Unduplicated Clients
Information and Assistance - Compensated	Actual Cost	N/A	4,112.0	1999
Outreach	Non-comp	N/A	44.0	N/A



Budget Details

Income and Expenses (by Compensated Service):

Information and Assistance - Compensated

Income

Budget Item	Description	Amount
Approved Funds	[Not Required]	\$53,000.00
Local Cash Match	[Not Specified]	\$15,333.00
Local In-Kind Match	[Not Specified]	\$3,999.60
TOTAL GRANT REVENUES		\$72,332.60
Other Revenue (Program Income)		-

Expenses

Budget Item	Description	Amount
Personnel	manager [\$13680.00] Senior Resource Specialist [\$50356.80] Senior Resource Specialist [\$2797.60]	\$66,834.40
Travel	It is necessary for both Senior Resource Specialists to travel to Montrose for offered trainings as Gunnison County has limited training opportunities. [\$600.00]	\$240.00
Equipment	computer [\$3500.00]; phone [\$520.13]	\$4,020.13
Contractual Services	[Not Specified]	-
Staff Training	[Not Specified]	-
Supplies	Advertising, Printing [\$225.00]	\$240.00
Indirect	[Not Specified]	-
Other	Fuel [\$200.00]; t	\$998.07
TOTAL GRANT EXPENSES		\$72,332.60

Service Level Targeting Efforts

Information and Assistance - Compensated

Service Area	Total 60 + Persons	Low Income	Minority	Low Inc Minority	Frail	Rural
Gunnison	1999	840	49	10	18	0



Attachments

The following documents have been uploaded to the CRS database and are included by reference as part of this contract.

Requested Attachment	Uploaded Document
Certificate of Insurance (Required)	Certificate of Insurance
W-9 (Required)	W-9
Other (Not Required)	[No document submitted]

Question Responses

The following questions were asked during the Contract Edit process.

Question	Response
Are you anticipating any notable changes in the next fiscal year (e.g. changes due to COVID, changes in funding from other sources, infrastructure, new programs/services, etc.)? If so, please describe.	Gunnison County Senior Resource Office is noting an increased need for a coordinated, community wide approach to enroll low income Medicare beneficiaries, low income older adults age 60+ and adults living with disabilities, in available benefit programs. The increased need for enrollment in Medicare Part D Extra Help, Medicare Savings Programs, Medicaid, Supplemental Nutrition Assistance Program and low income home energy assistance program is organic to our increased aging population but has also been exacerbated by COVID 19. With COVID 19 many older adults have had increased expenses related to isolation, such as warm meal deliveries and grocery pickup/delivery. The SRO have seen that many older adults are needing sustained contact and continued assistance over a period of time to increase security, safety and health.



<p>What are your top three program goals or priorities for next fiscal year and how will you specifically measure success with each of these?</p>	<p>Goal 1: Educate Medicare beneficiaries, low income older adults, minority older adults and non-English speaking older adults on available core benefits and local services Measurement: 12 outreach activities will be held in a variety of settings</p> <p>Goal 2: Increase enrollment of Medicare beneficiaries and low income older adults in available benefit programs including SNAP, LEAP, EOC, MSPs, Medicaid, Community Service Block Grant and Part D LIS. Measurement: 200 Medicare beneficiaries will be enrolled in available benefit programs</p> <p>Goal 3: Assure access to the COVID vaccine for all older adults and adults living with disabilities Measurement: 90% of older adults age 60+ will be vaccinated</p>
<p>In the event that there is an increase in State funds for the grant year, would your organization be able to provide additional service units? If yes, indicate how much and describe how additional funds would be used to expand service delivery.</p>	<p>Gunnison County Senior Resource Office would be able to utilize additional funding to provide increased service units. The SRO would be able to utilize an additional \$10,000 to identify specific older adult populations that may be experiencing unique barriers to accessing services due to geographic and social isolation, language barriers and historic mistrust of an maltreatment by government authorities. Additional funding would help target some of these diverse and underserved groups with culturally sensitive outreach. Additional funding would allow the SRO to invest more in person-focused methods, including in home visits, and increased images and messages that reflect our clientele. Increased funding would also allow us to further identify and empower some of our community champions, building and activating partners local to the communities we are targeting, such as the Hispanic Affairs Project and the Community Centered Board. Lastly, additional funding would allow us to provide benefit and service education across generations, targeting intergenerational households and caregivers. Focus would be on finding, enrolling and facilitation the retention of eligible persons in local aging programs and resources.</p>



<p>If your organization anticipates expending all grant funds prior to the end of the grant period, please provide an explanation of how you are going to continue providing the service.</p>	<p>The SRO does not anticipate expending all grant funds prior to the end of the grant period.</p>
<p>In order to be considered for compensated Information and Assistance services, the service provided must be above and beyond what all providers must provide as non-compensated services. Please describe how your program goes beyond those typical Information and Assistance.</p>	<p>The Gunnison County Senior Resource Office is embedded in an integrated health and human service organization. This provides a unique opportunity for older adults to access multiple programs and services through one single point entry, including access to a clinical nursing team, SNAP, LEAP, EOC, housing assistance, LIS and MSP. For example, individuals who apply for SNAP are referred to the SRO for any additional assistance or information. Working closely with core benefit programs allows a reduction in required paperwork, visits and time necessary to complete the enrollment process.</p>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Agree

Action Requested: Other Acknowledgment of CM Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Asking for CM Signature Acknowledgement

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@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: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/3/2021

AGREEMENT FOR THE CONVEYANCE OF A REVERSIONARY INTEREST

This Agreement for the Conveyance of a Reversionary Interest (the “Agreement”) between the Board of County Commissioners of the County of Gunnison (“County”), whose address is 200 East Virginia Avenue, Gunnison, CO 81230, and the City of Gunnison (“City”), whose address is 201 West Virginia, Gunnison, CO 81230, is entered into effective this _____, day of _____, 2021. The City and the County are referred to collectively herein as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, the County owns the real property located in Gunnison County, Colorado described on **Exhibit 1** (the “Old Nursing Home Parcel”).

WHEREAS, the Old Nursing Home Parcel is subject to the deed restriction contained in the deed attached hereto as **Exhibit 2**, which purports to limit the use of the Old Nursing Home Parcel “for the exclusive purpose of providing land for the construction and operation of a licensed nursing home and appurtenant dwelling units for elderly citizens” (the “Original Deed Restriction”).

WHEREAS, the Old Nursing Home Parcel was subsequently conveyed from the City to the Gunnison Home Association, a Colorado non-profit corporation (the “Association”) in the deed attached hereto as **Exhibit 3**, which deed provides that in the event the Old Nursing Home Parcel is used for a purpose other than the construction and operation of a licensed nursing home and appurtenant dwelling units for elderly citizens, title to the Old Nursing Home Parcel shall revert to the City of Gunnison (the “Reverter Clause”).

WHEREAS, the Association then conveyed the Old Nursing Home Parcel to the County in the deed attached hereto as **Exhibit 4**.

WHEREAS, the County used the Old Nursing Home Parcel consistent with the Original Deed Restriction until the County’s new nursing home facility was completed.

WHEREAS, the City and the County agree that the Old Nursing Home Parcel no longer needs to be used as a nursing home in view of the County’s new nursing home facility.

WHEREAS, the City and the County agree that terminating the Original Deed Restriction will require a quiet title action.

WHEREAS, the City and the County wish to allow the Old Nursing Home Parcel to be used for other purposes.

WHEREAS, the City is willing to convey all of its interest in the Old Nursing Home Parcel, including but not limited to the City’s interest under the Reverter Clause, to the County, subject to the terms and conditions set forth in this Agreement.

WHEREAS, the County is willing to prosecute the quiet title action at its sole cost and expense subject to the terms and conditions set forth in 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. Bargain and Sale Deed from the City to the County. Upon execution of this Agreement, the City shall execute the bargain and sale deed attached hereto as **Exhibit 5** and deliver it to the County, which shall then have it recorded in the real property records of Gunnison County, Colorado. The parties agree that nothing in the Bargain and Sale Deed referenced in this Agreement shall be construed to create or continue any binding or enforceable use or other covenant that runs with the land to the benefit of any party to this Agreement or any third party.
2. Quiet Title Action to Be Filed by The County. After the recording of the bargain and sale deed attached hereto as Exhibit 5, the County shall file a quiet title action seeking to declare the Original Deed Restriction null and void and otherwise establishing free, clear, and unencumbered title in the County. All costs associated with the prosecution of the quiet title action shall be the sole responsibility of the County.
3. Use of The Old Nursing Home Parcel. The Parties agree that the Old Nursing Home Parcel may be used only for those purposes described in **Exhibit 6**. Any proposed change of use by the County of the Old Nursing Home Parcel from those purposes described in Exhibit 6 to any new use shall be reviewed by the City pursuant to the Memorandum of Understanding Regarding Review of County Projects Within City Limits between the Parties, dated December 23rd, 2020, attached hereto as **Exhibit 7**, including as the same may be amended in the future by the mutual agreement of the Parties.
4. Recording. Upon execution, the County shall record this Agreement in the real property records of Gunnison County, Colorado.
5. Notices. Any notice, demand, or communication which either Party may desire or be required to give to the other Party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County 200 E. Virginia
Gunnison, Colorado 81230

City of Gunnison: City Manager
City of Gunnison 201 W. Virginia
Gunnison, Colorado 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. If either Party has actual knowledge of a new address for the other Party's county or city manager, whichever is applicable, the Party shall use that new address for all notices.

6. Miscellaneous.

- a. *SEVERABILITY.* If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. *AMENDMENT.* No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the Parties to be bound thereby.
- c. *NO WAIVER OF GOVERNMENTAL IMMUNITY.* Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the City or the County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. *RELATIONSHIP OF THE PARTIES.* The City and the County are separate governmental entities, and nothing in this Agreement should be construed as creating any legal relationship between the City and the County, including but not limited to any joint venture, agency, or partnership.
- e. *NO WAIVER OF LEGAL POSITION.* Nothing in this Agreement shall be construed to be an admission or waiver of any argument, contention, or position of either Party to this Agreement regarding their respective rights, duties, and authorities. In particular, nothing in this Agreement shall be construed to be an admission or waiver that any covenant over the Old Nursing Home Parcel is or has been binding or enforceable.
- f. *NO THIRD-PARTY BENEFICIARIES.* Nothing in this Agreement shall be construed to benefit any third party, and no person or entity has the right to enforce this Agreement except the Parties.

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

8. Counterparts. This Agreement may be executed 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.

9. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the matters herein addressed, and supersedes any and all prior agreements, proposals, negotiations, and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: 
Matthew Birnie, County Manager

CITY OF GUNNISON

By: _____
Russ Forrest, City Manager

EXHIBIT 1

A parcel of land located in the Southwest Quarter (SW 1/4) of Section Thirty-five (35), Township Fifty (50) North, Range One (1) West, New Mexico Principal Meridian (N.M.P.M.), and also being located in Island Addition and the West Gunnison Amended Addition to the City of Gunnison, Gunnison County, Colorado, described as follows:

Beginning at the point of intersection of the North line of Tomichi Avenue and the centerline of Third Street of said City of Gunnison;

THENCE East (measured: South 89°57'55" East) along the North line of Tomichi Avenue 545.0 feet to the Southeast corner of Lot 12, Block 111 of said West Gunnison Amended Addition;

THENCE North 7°31' West (measured: North 7°28'50" West) along the easterly boundary of the parcel described at Book 488 Page 255 of the Records of Gunnison County, 519.46 feet to a point on the centerline of the easterly-westerly alley of Block 108 of said West Gunnison Amended Addition;

THENCE North 89°57'55" West along said centerline of said alley through Blocks 108 and 109, 477.38 feet to the westerly boundary of the parcel described at said Book 488 Page 255;

THENCE South 0°04.1' East (measured: South 0°03'08" East) along the westerly boundary of the parcel described at said Book 488 Page 255, 341.38 feet to a point on the centerline of Third Street;

THENCE South (measured: South 0°05'58" West), along the centerline of Third Street, 175.0 feet (measured: 173.62 feet) to the Point of Beginning; containing 6.04 acres, more or less.

Recorded at 10:05 o'clock A.M. December 29, 1972
Reception No. 292346 *Marianne H. Smith* Recorder.

RECORDER'S STAMP

STATE DOCUMENTARY FEE
DATE 12-29-72
\$ 4.00 fee

THIS DEED Made this 21st day of December, 1972, between B. H. JORGENSEN of the County of Gunnison and State of Colorado, of the first part, and CITY OF GUNNISON, COLORADO, a municipal corporation, a corporation organized and existing under and by virtue of the laws of the State of Colorado, of the second part:

WITNESSETH That the said party Y of the first part, for and in consideration of the sum of No Consideration (property being donated by First Party) ~~to the said party~~ of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all of the following described lot or parcel of land, situate, lying and being in the County of Gunnison and State of Colorado, to wit:

See Exhibit "A" attached hereto and by reference hereby made a part of this Warranty Deed.

(The land described in Exhibit "A" attached hereto is hereby donated by the Party of the First Part to the Party of the Second Part for the exclusive purpose of providing land for the construction and operation of a licensed nursing home and appurtenant dwelling units for elderly citizens.)

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party Y of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said party Y of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever,

and the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

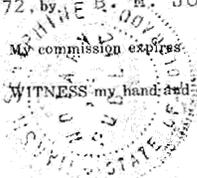
B. H. Jorgensen [SEAL]
B. H. Jorgensen [SEAL]

STATE OF COLORADO, }
County of Gunnison } ss.

The foregoing instrument was acknowledged before me this 21st day of December, 1972, by B. H. Jorgensen.

My commission expires _____ My Commission expires November 7, 1974

WITNESS my hand and official seal.



Marianne H. Smith
Notary Public.

EXHIBIT "A"

A tract of land located in the Southwest Quarter (SW1/4) of Section Thirty-five (35), Township Fifty (50) North, Range One (1) West, New Mexico Principal Meridian (N.M.P.M.), and also being located in Island Addition, and the West Gunnison Amended Addition to the City of Gunnison, Gunnison County, Colorado, described as follows:

Beginning at the point of intersection of the North line of Tomichi Avenue and the centerline of 3rd Street of said City of Gunnison; thence East along said North line of Tomichi Avenue 545.0 feet to the Southeast corner of Lot 12, Block 111 of said West Gunnison Amended Addition;

thence North $7^{\circ}31'$ West 756.5 feet to a point on the centerline of Georgia Avenue which is 26 feet East of the East line of 4th Street;

thence North $2^{\circ}57'$ West 350.5 feet to a point on the North line of Block 101 which is 8 feet East of the Northwest corner of said Block 101;

thence North $68^{\circ}31'$ East 136.5 feet to the point of intersection of the centerline of Ohio Avenue and the North-South projected centerline of Block 65 of said West Gunnison Amended Addition;

thence North along said North-South projected centerline 400.0 feet to the southerly boundary of a tract of land described in Book 352 at Page 444 of the Records of Gunnison County;

thence along the southerly boundary of said tract of land described in Book 352 at Page 444 the following 5 courses and distances:

West 1.21 feet; thence
South 2.45 feet; thence
South $88^{\circ}56'41''$ West 178.64 feet; thence
South $68^{\circ}23'39''$ West 390.12 feet; thence
North $81^{\circ}34'30''$ West 14.1 feet; thence

leaving said southerly boundary South $0^{\circ}04.1'$ East 1227.7 feet to a point on the centerline of 3rd Street; thence South along said centerline of 3rd Street 175.0 feet to the point of beginning, containing 17.02 acres, more or less.

488 REC 254

Recorded at 9:50 o'clock A.M. August 20 1975
Reception No. 3073277 *Marian L. Smith* Recorder.

EXHIBIT 3

RECORDER'S STAMP

THIS DEED Made this _____ day of _____, 1975, between THE CITY OF GUNNISON, COLORADO, a municipal corporation, of the _____ County of Gunnison and State of Colorado, of the first part, and GUNNISON HOME ASSOCIATION, a Colorado non-profit corporation, of the _____ County of Gunnison and State of Colorado, of the second part;

STATE DOCUMENTARY FEE
DATE 8-20-75
\$ no fee

WITNESSETH, That the said party _____ of the first part, for and in consideration of the sum of NO CONSIDERATION (property being donated by First Party) _____ Dollars, to the said party _____ of the first part, in hand paid by the said party _____ of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party _____ of the second part, its heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the _____ County of Gunnison and State of Colorado, to wit:

As described on Exhibit A attached hereto and by reference hereby made a part hereof.
The land described in Exhibit A attached hereto is hereby conveyed by the Party of the First Part to the Party of the Second Part for the exclusive purpose of providing land for the construction and operation of a licensed nursing home and appurtenant dwelling units for elderly citizens, and if and at such time as the land is used for some other purpose, title thereto shall revert to the Grantor.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said party _____ of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties _____ of the second part, its heirs and assigns forever.

And the said party _____ of the first part, for itself, its heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party _____ of the second part, its heirs and assigns, the above bargained premises in the quiet and peaceable possession of said party _____ of the second part, its heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said party _____ of the first part to WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party _____ of the first part has hereunto set his hand and seal the day and year first above written.
Signed, Sealed and Delivered in the presence of
Marian L. Smith
Director of Finance and Ex-Officio City Clerk
Rae R. Lake
Mayor

STATE OF COLORADO, }
County of GUNNISON } ss.
The foregoing instrument was acknowledged before me this 15th day of August 1975 by *Rae R. Lake*, Mayor of the City of Gunnison, and *Marian L. Hicks*, Director of Finance and Ex-Officio City Clerk of the City of Gunnison, Colorado.
My Commission expires April 29, 1979. Witness my hand and official seal.
P.A. Santarelli
Notary Public.

BY natural person or persons hereinafter named, if by person acting in representative or official capacity or as attorney-in-fact, then in the name of person or persons, as the case may be, after the fact or other capacity or designation as set forth in the foregoing, then in the name of such person or persons, as the president or other officer of such corporation, partnership, trust, or other entity, as the case may be.

EXHIBIT "A"

A tract of land located in the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township Fifty (50) North, Range One (1) West, New Mexico Principal Meridian (N.M.P.M.), and also being located in Island Addition, and the West Gunnison Amended Addition to the City of Gunnison, Gunnison County, Colorado, described as follows:

Beginning at the point of intersection of the North line of Tomichi Avenue and the centerline of 3rd Street of said City of Gunnison; thence East along said North line of Tomichi Avenue 545.0 feet to the Southeast corner of Lot 12, Block 111 of said West Gunnison Amended Addition;

thence North 7°31' West 756.5 feet to a point on the centerline of Georgia Avenue which is 26 feet East of the East line of 4th Street;

thence North 2°57' West 350.5 feet to a point on the North line of Block 101 which is 8 feet East of the Northwest corner of said Block 101;

thence North 68°31' East 136.5 feet to the point of intersection of the centerline of Ohio Avenue and the North-South projected centerline of Block 65 of said West Gunnison Amended Addition;

thence North along said North-South projected centerline 400.0 feet to the southerly boundary of a tract of land described in Book 352 at Page 444 of the Records of Gunnison County;

thence along the southerly boundary of said tract of land described in Book 352 at Page 444 the following 5 courses and distances:

West 1.21 feet; thence
South 2.45 feet; thence
South 88°56'41" West 178.64 feet; thence
South 68°23'39" West 390.12 feet; thence
North 81°34'30" West 14.1 feet; thence

leaving said southerly boundary South 0°04.1' East 1227.7 feet to a point on the centerline of 3rd Street; thence South along said centerline of 3rd Street 175.0 feet to the point of beginning, containing 17.02 acres, more or less.

Recorded at _____ o'clock _____ M.,
Reception No. _____ Recorder

WARRANTY DEED

THIS DEED, Made this 1 day of January, 1995,
between Gunnison Home Association a Colorado non-profit
association 1500 West Tomichi Ave Gunnison CO 81230

County of Gunnison of the City of Gunnison,
State of Colorado, grantor(s) and
the Board of County Commissioners of the County of
Gunnison Colorado

whose legal address is 200 East Virginia Gunnison Colorado 81230

of the County of Gunnison, State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of
zero and no/100 Dollars a donation DOLLARS
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does
grant, bargain, sell, convey, and confirm, unto the grantee(s) its heirs and assigns forever, all the real property, together with
improvements, if any, situate, lying and being in the County of Gunnison, State of Colorado,
described as follows:

Description set forth in Attachment A a one page
description attached hereto and incorporated herein

also known by street and number as: n/a
assessor's schedule or parcel number:

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and
reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of
the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

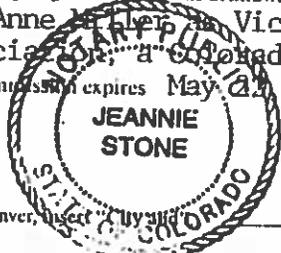
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its heirs
and assigns forever. And the grantor(s), for itself its personal representatives, does covenant, grant,
bargain, and agree to and with the grantee(s), its heirs and assigns, that at the time of the enrolling and delivery of these presents,
it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance,
in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as
aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and
restrictions of whatever kind or nature soever, except

Exceptions set forth in Attachment B attached hereto
and incorporated herein

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession
of the grantee(s), its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.
IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth ~~above~~ below.

Gunnison Home Association a Board of County Commissioners
Colorado non-profit association Gunnison County Colorado
by Anne Miller vice President by Fred R. Tufel Chairman
Anne Allen Secretary
STATE OF COLORADO
County of Gunnison
Attest:
ss. Jacquelyn M. Restigou
County Clerk

The foregoing instrument was acknowledged before me this 28th day of December, 1994
by Anne Miller, Vice President and Anne Allen as Secretary of Gunnison Home
Association, a Colorado non-profit association.
My commission expires May 21, 1997



Witness my hand and official seal.
Jeannie Stone
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)



LEGAL DESCRIPTION
GUNNISON COUNTY PARCEL

A parcel of land located in the Southwest Quarter (SW 1/4) of Section Thirty-five (35), Township Fifty (50) North, Range One (1) West, New Mexico Principal Meridian (N.M.P.M.), and also being located in Island Addition and the West Gunnison Amended Addition to the City of Gunnison, Gunnison County, Colorado, described as follows:

Beginning at the point of intersection of the North line of Tomichi Avenue and the centerline of Third Street of said City of Gunnison;

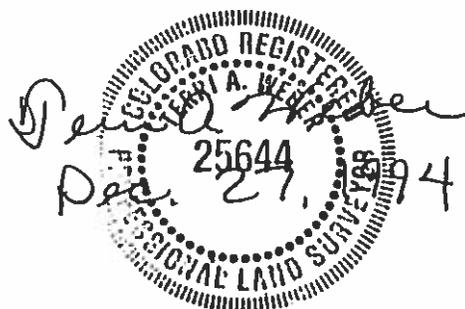
THENCE East (measured: South 89°57'55" East) along the North line of Tomichi Avenue 545.0 feet to the Southeast corner of Lot 12, Block 111 of said West Gunnison Amended Addition;

THENCE North 7°31' West (measured: North 7°28'50" West) along the easterly boundary of the parcel described at Book 488 Page 255 of the Records of Gunnison County, 519.46 feet to a point on the centerline of the easterly-westerly alley of Block 108 of said West Gunnison Amended Addition;

THENCE North 89°57'55" West along said centerline of said alley through Blocks 108 and 109, 477.38 feet to the westerly boundary of the parcel described at said Book 488 Page 255;

THENCE South 0°04.1' East (measured: South 0°03'08" East) along the westerly boundary of the parcel described at said Book 488 Page 255, 341.38 feet to a point on the centerline of Third Street;

THENCE South (measured: South 0°05'58" West), along the centerline of Third Street, 175.0 feet (measured: 173.62 feet) to the Point of Beginning; containing 6.04 acres, more or less.



Attachment B

1. The restriction that the property is to be used for the exclusive purpose of providing land for the construction and operation of a licensed nursing home and appurtenant dwelling units for elderly citizens as set forth in Warranty Deed from B.H. Jorgensen to the City of Gunnison, Colorado, a municipal corporation recorded December 29, 1972, in Book 448 at page 221; that restriction is interpreted in the Decree entered in District Court Case No. 94 CV 79, a copy of which is attached hereto and incorporated herein.

2. The condition that the title to the real property shall revert to the City of Gunnison if said parcel is ever used for any purpose other than the construction and operation of a licensed nursing home and appurtenant dwelling units for elderly citizens as in Resolution No. 8, Series 1975 being recorded April 29, 1977, in Book 501 at page 455; that reverter language is interpreted in the Decree entered in District Court Case No. 94 CV 79, a copy of which is attached hereto and incorporated herein.

3. Grant of Easement for Public Street and Utilities by the Gunnison Home Association, a Colorado non-profit corporation, to the City of Gunnison, Colorado, a municipal corporation as recorded September 21, 1978, in Book 520 at page 660 and recorded December 28, 1979, in Book 545 at page 682.

EXHIBIT 5

BARGAIN AND SALE DEED

The City of Gunnison, a Colorado home-rule municipality, for \$10.00 and other good and valuable consideration, in hand paid, hereby sells and conveys to the **Board of County Commissioners of the County of Gunnison, Colorado** whose address is 200 East Virginia Ave., Gunnison, CO 81230, the following real property in the County of Gunnison and State of Colorado, to wit:

A parcel of land located in the Southwest Quarter (SW 1/4) of Section Thirty-five (35), Township Fifty (50) North, Range One (1) West, New Mexico Principal Meridian (N.M.P.M.), and also being located in Island Addition and the West Gunnison Amended Addition to the City of Gunnison, Gunnison County, Colorado, described as follows:

Beginning at the point of intersection of the North line of Tomichi Avenue and the centerline of Third Street of said City of Gunnison;

THENCE East (measured: South 89°57'55" East) along the North line of Tomichi Avenue 545.0 feet to the Southeast corner of Lot 12, Block 111 of said West Gunnison Amended Addition;

THENCE North 7°31' West (measured: North 7°28'50" West) along the easterly boundary of the parcel described at Book 488 Page 255 of the Records of Gunnison County, 519.46 feet to a point on the centerline of the easterly-westerly alley of Block 108 of said West Gunnison Amended Addition;

THENCE North 89°57'55" West along said centerline of said alley through Blocks 108 and 109, 477.38 feet to the westerly boundary of the parcel described at said Book 488 Page 255;

THENCE South 0°04.1' East (measured: South 0°03'08" East) along the westerly boundary of the parcel described at said Book 488 Page 255, 341.38 feet to a point on the centerline of Third Street;

THENCE South (measured: South 0°05'58" West), along the centerline of Third Street, 175.0 feet (measured: 173.62 feet) to the Point of Beginning; containing 6.04 acres, more or less.

with all its appurtenances

Signed this _____ day of July, 2021.

The City of Gunnison

By: _____
Jim Gelwicks, Mayor

ATTEST:

City Clerk

[SEAL]

EXHIBIT 6

The following uses are permitted:

Facilities and programs assisting, helping, or otherwise improving the quality of life of residents of the City of Gunnison and Gunnison County and related to the mission of Gunnison Valley Health, which is to effectively organize and provide quality healthcare services that improve the health of our community. Such facilities and programs may include, but are not limited to:

- Care of the elderly and disabled (skilled nursing, assisted living, home medical service, independent living, and other similar uses or services)
- Childcare (daycare center, preschool, kindergarten, after school center, or other educational facility or building, and other similar uses or services)
- Facilities or office space to support the operations and administration of Gunnison Valley Health or its affiliates or partners.
- Residential housing accommodations

MEMORANDUM OF UNDERSTANDING REGARDING REVIEW OF COUNTY
PROJECTS WITHIN CITY LIMITS

This Memorandum of Understanding (“MOU”) made effective the 23rd day of December, 2020, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (“Gunnison County”) and the City of Gunnison, whose address is 201 West Virginia, Gunnison, CO 81230 (“City”).

RECITALS

WHEREAS, THE City of Gunnison (“City”), is a Colorado home-rule municipality, organized under the provisions of Section XX of the State Constitution; and,

WHEREAS, Gunnison County, Colorado (“Gunnison County” or “County”) is a statutory county and a political subdivision of the State of Colorado.; and,

WHEREAS, Gunnison County owns land within the municipal limits of the City; and,

WHEREAS, Gunnison County has and shall continue to engage in construction, land use and other such projects on land it owns within the municipal limits; and,

WHEREAS, the City and County wish to cooperate to ensure that County projects can proceed without unnecessary expense or delay and at the same time provide a framework for City review to ensure the coordination of access, utilities, and other concerns for the benefit of the residents of the City.

AGREEMENT

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

1. TERM.

The term of this MOU shall commence on the date first set forth above and shall be perpetual, unless sooner terminated or replaced as provided herein.

2. LOCATION AND EXTENT REVIEW PROCESS

- a. Location, Extent Review - the City and the County will follow for all proposed projects on county-owned land in the City, included but not limited to deadlines for submission by the County and deadlines for the City to complete its review, is attached hereto as **Exhibit A**, and fully incorporated herein by this reference.
- b. County Authority to Override Disapproval. The parties agree the County has the authority pursuant to CRS 31-23-209 and other applicable Colorado law to override, by a 2/3 majority vote of the Board of County Commissioners, any disapproval by the

City of a County project application under this MOU.

- c. **Prospective Application.** The parties agree that this MOU and the review process as set forth in **Exhibit A** shall be applied prospectively only, commencing upon the effective date hereof.

3. **NOTICES.**

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

Gunnison County: County Manager
Gunnison County 200 E. Virginia
Gunnison, Colorado 81230

City of Gunnison: City Manager
City of Gunnison 201 W. Virginia
Gunnison, Colorado 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.

4. **TERMINATION.**

Either party shall have the right to terminate this MOU at any time, with or without cause, upon thirty (30) days prior written notice to the other.

5. **DISPUTE RESOLUTION.**

Prior to the initiation of litigation arising under this MOU, the City Manager and the County Manager shall promptly meet and confer to negotiate in good faith to determine whether a compromise can be reached regarding any particular project or issue. The parties shall also commit to at least one mediation session if such informal conferencing is not successful, and are obligated to schedule the same such that neither party's ability to timely file litigation is compromised.

6. **MISCELLANEOUS.**

- a. **SEVERABILITY.** If any clause or provision of this MOU 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 MOU 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 MOU is, or shall be construed to be, a waiver, in whole or part, by City or Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. **RELATIONSHIP OF THE PARTIES.** The City and the County are separate governmental entities and nothing in this agreement should be construed as creating any legal relationship between the City and the County, including but not limited to any joint venture, agency, or partnership.
- e. **NO WAIVER OF LEGAL POSITION.** Nothing in this MOU shall be construed to be an admission or waiver of any argument, contention or position of either party to this MOU regarding their respective rights, duties and authorities.

7. GOVERNING LAW.

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

8. COUNTERPARTS: FACSIMILE TRANSMISSION.

This MOU may be executed by facsimile 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.

15. ENTIRE AGREEMENT.

This MOU contains the entire agreement between the parties hereto with respect to the matters herein addressed, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder

IN WITNESS WHEREOF, the parties have executed this MOU as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: 
Matthew Birnie, County Manager

CITY OF GUNNISON

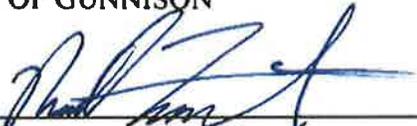
By: 
Russ Forrest, City Manager

EXHIBIT A
Location and Extent r4eview Process
[attached]

Exhibit A – to MOU Regarding Review of County Projects

Process and Scope of City of Gunnison Location and Extent Review of Gunnison County Projects under the City of Gunnison Land Development Code

STEP 1 – PRELIMINARY CONCEPT REVIEW:

- Development Plan Review Pre-Application Conference:
 - o This conference is an informal review of the proposed project intended to introduce the project, identify possible significant issues and existing conditions ahead of the plan submittal.
 - o Planning, Public Works, and Building department staff will participate and review the site plan or preliminary plans of the project to identify impacts and/or conflicts with City utilities (water, sewer, electric, stormwater), City rights-of-way, and existing adjacent developments. Additional comments from City staff not expressed at the conference must be delivered to the County within 5 working days of the initial conference.

STEP 2 – PERMIT APPLICATION:

Upon completion of Preliminary Concept Review the applicant shall submit the following for City review:

- Location and Extent Review Submittal will include:
 - ✓ Uniform Construction Code Application
 - ✓ Authorization of Agent Form –(if applicant is not property owner)
 - ✓ Site plan including structure footprint(s), parking and access, snow storage, roads, utility connections, stormwater, and all easements
 - ✓ Existing and proposed topography shown at 1' contour intervals
 - ✓ Civil Drawings, that include:
 - Existing Conditions;
 - Overall Utility Map and detailed plans for water, sewer and electric;
 - Stormwater Plan, including a table of assumptions, calculations and sizing mitigation measures;
 - Grading Plans; and,
 - Road Plans and Profiles.
 - ✓ Narrative describing utility impacts including flow calculations, electric demand, and wastewater volume
 - ✓ Written narrative describing the project (if necessary to explain project)
 - ✓ Landscape plan
 - ✓ Uniform Construction Plans including exterior elevations and materials of buildings planned for the site
 - ✓ Mechanical, Electric, and Plumbing Engineered Drawings
 - ✓ Fire Suppression and Fire Alarm Plans – shall be submitted directly to the City of Gunnison Fire Department for review and approval. These plans shall be considered deferred submittals and may be accomplished after final Plan Submittal and issuance of a Construction Permit
 - ✓ State or federal agency approval (if applicable). If agency referral by the City is required, (such as CDOT) City staff will work in good faith with the County prior to submittal to refer the project for review
 - ✓ Right-Of-Way Work Permit (if applicable). A Right-of-Way Work Permit is

Exhibit A – to MOU Regarding Review of County Projects

required for any work within the City Right-of Way (ROW) that does not change the function or use of the ROW. Any ROW work that will change the function or use of a ROW will require a recommendation by the City Planning and Zoning Commission and approval by City Council. Any ROW work shall be completed prior to issuance of a Certificate of Occupancy.

STEP 3 – PLAN SUBMITTAL COMPLETENESS REVIEW:

- Within 5 (five) working days the City will review the County's submittal and notify, in writing to the County of any missing information required.

STEP 4 – PLAN REVIEW (Applicable Uniform Construction Code Compliance):

- The City will review and respond to the Plan Submittal within 15 (fifteen) working days, after the 5 (five) day completeness review. If necessary, the response will include a comprehensive list of comments and questions for clarification as well as a list of deficiencies with justification. Justification for deficiencies must describe the deficiency and support the assertion with data calculations (if applicable), and specific impacts to the City or adjacent properties, and be based on code or regulation-specific references. This review will be comprehensive, anything not addressed in the City's comments or listed as a deficiency will be considered acceptable and not revisited in subsequent reviews, unless new information is provided by the County.

STEP 5 – FINAL SITE PLAN AND CONSTRUCTION PACKAGE SUBMITTAL:

- The County will submit a revised Plan Submittal with a document indicating all changes made to address items that were previously identified by the City in the location and extent review process.

STEP 6 – SITE DEVELOPMENT PLAN AND CONSTRUCTION ISSUANCE:

- The City will respond to the revised submittal within 15 (fifteen) working days with issuance of site plan and construction permit or justification for rejection. Construction permit fees are due at issuance of Construction Permit.

To the extent an issue arises regarding whether a County proposed use is a permitted use, the parties agree to meet and confer in good faith regarding such use and any process regarding such use.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Closure Request, County Road #4; Temporary Road Us

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Emma Coburn

Term Begins: 9/25/2021

Term Ends: 9/25/2021

Grant Contract #:

Summary:

Elk Run 5K has applied for a special events permit which will require a road closure due to the number of participants.

Fiscal Impact: None

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:

Updated version with standard indemnification clause approved. Please provide COI for review. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 7/29/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 8/3/2021

TEMPORARY ROAD USE AGREEMENT

THIS TEMPORARY ROAD USE AGREEMENT (hereinafter "Agreement") is made and entered into on this ____ day of _____, 2021, by and between Elk Run 5K, whose address is 2530 28th Street, #117, Boulder, Colorado 80301 (hereinafter "Elk Run 5K") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Gunnison County").

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. GRANT OF PERMISSION TO USE.

Gunnison County grants to the Elk Run 5K temporary permission to close a portion of County Road 4 (the "Property") only as set forth herein.

2. TERM OF USE.

Elk Run 5K shall temporarily close a portion of County Road 4 July 25, 2021 at 7:00 a.m. for all use and will re-open at 1:00 p.m. on July 25, 2021.

3. ELK RUN 5K'S USE LIMITED.

Elk Run 5K's use of County Road 4 shall be for and limited to a single special event for the benefit of the public, specifically limited to use of the Property for a 5K run special event in accordance with previous historical use of the Property for such event.

4. OBLIGATIONS OF THE RESPECTIVE PARTIES.

a. Elk Run 5K shall ensure closure of County Road 4 from its intersection with Butte Avenue to all vehicle traffic, with the exception of Gunnison County personnel, emergency vehicles, law enforcement, and contractor traffic for the set-up, conduct and clean-up of the 5K run special event.

b. GOVERNMENT IMMUNITY. The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

c. Elk Run 5K shall ensure that Gunnison County is named as an additional insured, or has the named benefit of, the insurance coverage of the City of Gunnison regarding the fireworks aerial display special event, with limits no less than:

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)**.

Elk Run 5K shall furnish to Gunnison County current certificates of such insurance to Gunnison County no later than Friday, July 23, 2021.

Nothing in this Agreement, including but not limited to the required or the existence of the insurance required hereunder is or shall be deemed a waiver by Elk Run 5K or Gunnison County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

This provision 4.c. shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

d. Elk Run 5K shall be responsible for, and shall promptly pay to Gunnison County, all reasonable costs to repair any damage to County Road 4 caused by their use of the Property under this Agreement.

e. Elk Run 5K will need to keep emergency access routes open through Butte Avenue and keep an emergency access route down County Road 4.

f. Elk Run 5K will be responsible for communicating with residents for access needs they have during the road closure period. Gunnison County will notify the lessees of the ranch that could possibly have animals in the pastures along County Road 4.

g. Should any damage happen to adjacent fences, Elk Run 5K will be responsible for fixing the damage.

5. NON-WAIVER.

No covenant or condition of this Agreement may be waived except by the written consent of the parties hereto. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party to which the same may apply, and, until complete performance of said term or condition, the parties shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

6. NOTICES.

Service of all notices under this Agreement shall be sufficient if sent via hand delivery or certified registered mail as follows:

Elk Run 5K:

Emma Coburn
2530 28th Street, #117
Boulder, CO 80301

Gunnison County:

Board of County Commissioners
of the County of Gunnison, Colorado
c/o County Manager
200 East Virginia Avenue
Gunnison, CO 81230

7. SEVERABILITY.

In the event any term, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Agreement, then at the option of such party, this Agreement may be declared to be terminated.

8. GOVERNING LAW - BINDING AGREEMENT.

This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

9. INDEMNIFICATION

Elk Run 5K agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Elk Run 5k or its employees, participants, spectators, vendors or agents in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

10. ENTIRE AGREEMENT.

This instrument constitutes the entire Agreement between Gunnison County and Elk Run 5K, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

11. VENUE.

Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

ELK RUN 5K

By: _____
Emma Coburn

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Request to put Stream Gage on Erickson Springs Bri

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and USGS Colorado Water Science

Term Begins: 8/03/2021

Term Ends: 8/3/2026

Grant Contract #:

Summary:

The USGS wants to install a Streamgage on Erickson Springs Bridge over Anthracite Creek on Kebler Pass. The gage will provide valuable information about stream flows.

Fiscal Impact: No cost to Gunnison County

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:

We'd prefer that any such easement or license protect the County better through at least an indemnify provision whereby the US indemnifies the County for any of its activities. Given our likely lack of bargaining power with the United States, however, we'd imagine that such a request would be declined (though it cannot hurt to ask). MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/26/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 8/3/2021

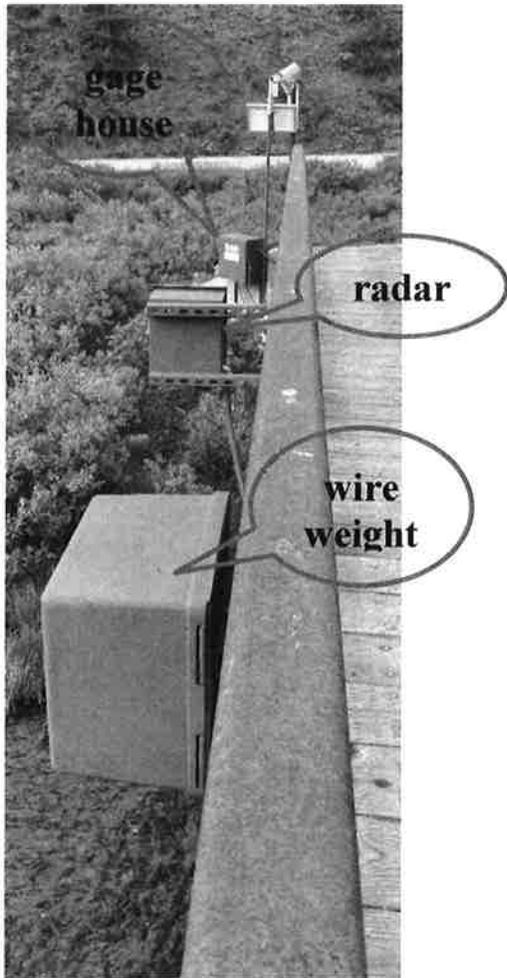
Picture of approximate location of structures, from road:



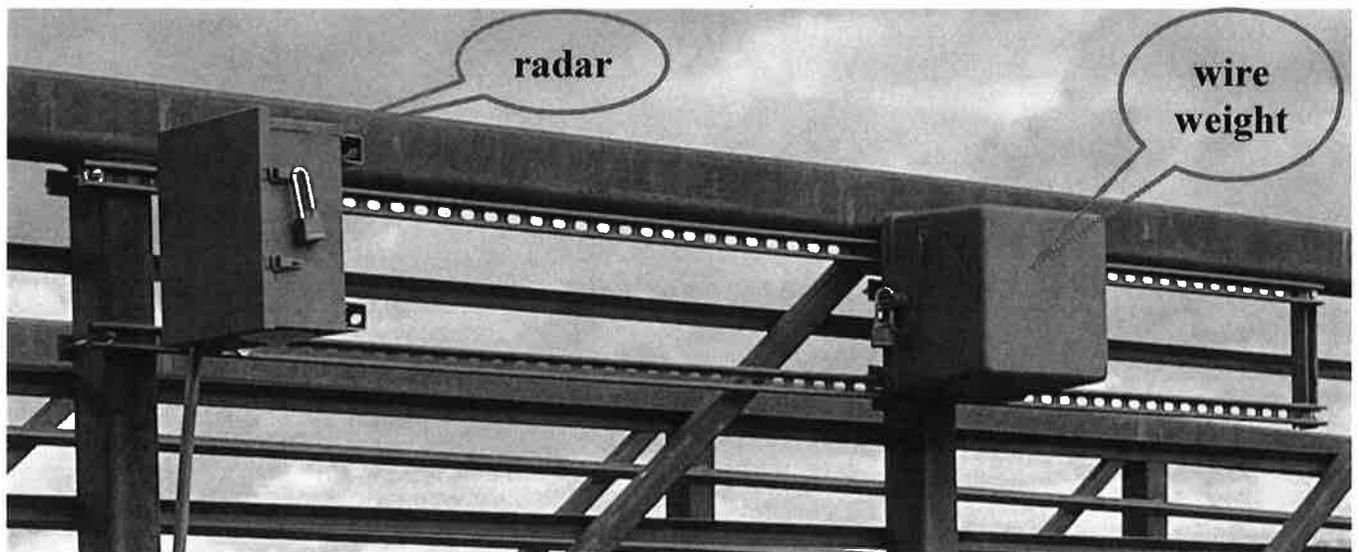
Picture of approximate location of structures, from upstream side:



Picture of similar bridge deck instrumentation:



Picture of similar gage house with solar panel, satellite antenna, and small video camera for measuring stream velocity:



Excavation and/or installation of the gaging station, at the USGS's own expense, may begin any time after this agreement is fully executed. The gaging station shall be excavated, installed, and properly maintained by the USGS. This Agreement shall be regarded as granting a license or easement, whichever may most appropriately characterize it under applicable state law, in favor of USGS to enter landowner's property for the purposes noted herein.

At the expiration of this agreement, the gaging station may be disposed of in one of the following ways:

- 1- Removal by the USGS, at its own cost and expense, within a reasonable time after the expiration of this agreement. Upon removal of the station, the USGS shall restore the landowner's property, also at its own expense, as nearly as possible to the condition when installed, or
- 2- Transfer to a state, local, or tribal government agency or Federal Energy Regulatory Commission licensee under a separate written agreement, if approved by the landowner and the USGS Regional Executive.

During the life of this agreement, the Federal Government will be liable for any loss related to the installation, operation, maintenance, and other activities associated with the gaging station described above in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. §§1346(b) and 2671 et seq).

This agreement shall become effective when fully executed and shall remain in full force for 5 year(s) 0 months(s) unless terminated earlier by USGS upon 60 days written notice. After 5 year(s) 0 months(s), the agreement will continue in force until terminated by either the USGS or the landowner upon 60 days written notice to the other party.

- For the purpose of this agreement, "gaging station" includes all stilling wells and structure, including cableways and equipment, used in the operation and maintenance of the monitoring site.

As consideration for the rights and privileges granted herein, the USGS will pay the landowner the sum of \$0 upon presentation of a bill, subject to the availability of appropriations by the Congress.

Landowner: Gunnison County Board of Commissioners
Address: 200 E Virginia Ave Gunnison, CO 81230-2248
Telephone Number: 970-641-0268

USGS Water Science Director: Kenneth Leib
Address: Denver Federal Center, Denver CO 80225
Telephone Number: 970-236-6900

USOS Project Chief: Michael S. Kohn
Telephone Number: 303-236-6924

U.S. Geological Survey Signature/Date: Michael S. Kohn 07/08/2021

Landowner Signature/Date: _____

Notary Seal:

STATE OF COLORADO)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this _____
Day of _____, 20____, by _____.

Witness my hand and official seal.
My commission expires:

Notary Public

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; Lots 8 and 9, Tomichi Cr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Steve Miller boundary line adjustment
Lots 8 and 9, Tomichi Park Subdivision

Fiscal Impact:

Submitted by: Beth Baker

Submitter's Email Address: bbaker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed and approved as presented on 5/12/21. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 7/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/3/2021

SURVEY NOTES

- Property Boundaries are based upon the Plat of Tomichi Park Subdivision, recorded August 8, 1967 at Reception No. 271382 of the records of the County Clerk and Recorder of Gunnison County, Colorado.
- Distances and dimensions are in U.S. Survey Feet.
- Building setbacks are based upon Table 7, Section 13-104 of the Gunnison County Land Use Resolution.
- Bearings are based upon a record bearing of N49°10'W between two aluminum cap monuments stamped "L.S. 4440" found at either end of the common boundary line between Lots 8 and 9, as shown hereon.
- Land description, easements, and encumbrances are based on Central Colorado Title & Escrow's Title Commitment No. 21-14176 dated February 19, 2021.

LAND SURVEYOR'S STATEMENT

I, STEPHEN L. JESSOE, for and on behalf of All County Survey, Inc., being a Licensed Professional Land Surveyor in the State of Colorado, do hereby state that this TOMICHI LODGE BOUNDARY ADJUSTMENT PLAT was prepared by me and under my responsible charge & supervision and a) is accurate to the best of my knowledge, information and belief, b) is in accordance with applicable standards of practice, and c) is not a guarantee or warranty either expressed or implied.

Bearings are based upon a record bearing of N49°10'W between two aluminum cap monuments stamped "L.S. 4440" found at either end of the common boundary line between Lots 8 and 9, as shown hereon.

Dated this 18th day of May, A.D. 2021.



Stephen L. Jessoe
Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.
P.O. Box 7164, Gunnison, CO 81230

ATTORNEY'S OPINION

I, Michael C. Dawson, being an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined the title to all lands herein dedicated and subdivided. Such title is vested in the dedicant and is free and clear of all liens, defects, encumbrances, restrictions, and reservations except as follows:

- Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easements, not shown by the Public Records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
- Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date of this Plat.
- Any and all unpaid taxes, assessments and unredemmed tax sales.
- Unpatented mining claims; reservations or exceptions in or Acts authorizing the issuance thereof.
- Any water rights, claims of title to water, in, on or under the Land.
- Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Court and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, in U.S. Patent recorded August 4, 1883 in Book 45 at Page 62.
- The effect of Order recorded December 21, 1978 as Reception No. 334542.
- Easement Agreement recorded April 27, 2016 as Reception No. 639095.
- Dedications, notes, covenants, easements, rights of way and all other matters as set forth on Plat of Tomichi Park recorded August 8, 1967 as Reception No. 271382.

Dated this 25th day of May, A.D. 2021.

Michael C. Dawson, Attorney-At-Law
Colorado Supreme Court Registration No. 27249
For and on Behalf of Law Offices of Michael C. Dawson, LLC
P.O. Box 179, Gunnison, CO 81230

DEDICATION

We, Steven D. Miller and La Sal S. Miller, being the owner of the land described as follows:
Lot 8 and Lot 9, Tomichi Park Subdivision, recorded August 8, 1967 at Reception No. 271382 of the records of the County Clerk and Recorder, County of Gunnison, State of Colorado.

under the name of TOMICHI LODGE BOUNDARY LINE ADJUSTMENT PLAT, have laid out, platted and/or subdivided the same as shown on this plat and hereby permanently dedicate those portions of land labeled as easements for the private use of Lots 8A and 9A, as shown hereon.

In witness whereof, Steven D. Miller has subscribed his name this 21 day of May, A.D. 2021.

In witness whereof, La Sal S. Miller has subscribed her name this 21 day of May, A.D. 2021.

By *Steven D. Miller*
Steven D. Miller

By *La Sal S. Miller*
La Sal S. Miller

State of Colorado)
) s.s.
County of Gunnison)

The foregoing instrument was acknowledged before me this 21 day of May, A.D. 2021, by Steven D. Miller and La Sal S. Miller.

My commission expires: 9-18-2023
My address is: 2118 Middle Rd. Berthoud, CO 80513

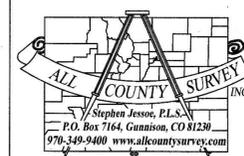
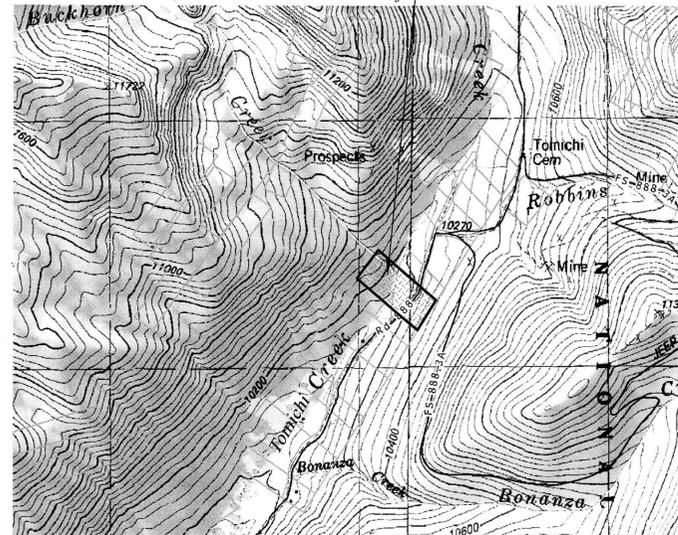
Witness my hand and official seal:



Rachel Talbot
Notary Public

(seal)

VICINITY MAP (not to scale) Subject Parcels



TOMICHI LODGE BOUNDARY LINE ADJUSTMENT PLAT
LOTS 8 AND 9, TOMICHI PARK SUBDIVISION
A PORTION OF RAYMOND PLACER M.S. 406
LOCATED IN SEC. 23, T50N, R5E, N.M.P.M.
COUNTY OF GUNNISON, STATE OF COLORADO

PLAT NOTES

- CONFINEMENT OF DOMESTIC ANIMALS.** Domestic animals must be controlled by kenneling, leash, fencing or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.
- AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS.** Per C.R.S. 35-46-101 et seq., a property owner is required to construct and maintain fencing in order to keep livestock off his/her property.
- IRRIGATION DITCH MAINTENANCE.** An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and leave natural debris on the bank.
- COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION**
The property described on this plat is subject to all the requirements, terms and conditions of the Board of County Commissioners' Resolution No. _____, recorded at Reception No. _____ of the Records of the Clerk and Recorder of Gunnison County.

WARNING AND DISCLAIMER OF FLOODPLAIN HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

We, Steven D. Miller and La Sal S. Miller, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of floodplain hazard areas that may affect the use and occupancy of this property, and any improvements thereto. We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agree to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including, bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense.

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

We, Steven D. Miller and La Sal S. Miller, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property, and any improvements thereto. We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agree to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense.

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within TOMICHI LODGE BOUNDARY LINE ADJUSTMENT PLAT is approved this _____ day of _____, A.D. 2021.

By _____
Chairperson, Gunnison County Board of Commissioners

ATTEST:

Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This Plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this _____ day of _____, A.D. 2021.

Reception Number _____ Time _____ Date _____

Gunnison County Clerk and Recorder

SCALE: 1" = 50'

DATE: 18 May 2021

DRAWN BY: ADJ

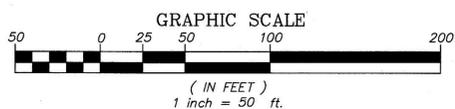
REVIEWED BY: SLJ

REVISIONS:

TOMICHI LODGE BOUNDARY LINE ADJUSTMENT PLAT
LOTS 8 and 9, TOMICHI PARK SUBD.
PORTION OF RAYMOND PLACER MS 406
LOCATED IN SEC 23, T50N, R5E, NMPM
GUNNISON COUNTY, COLORADO

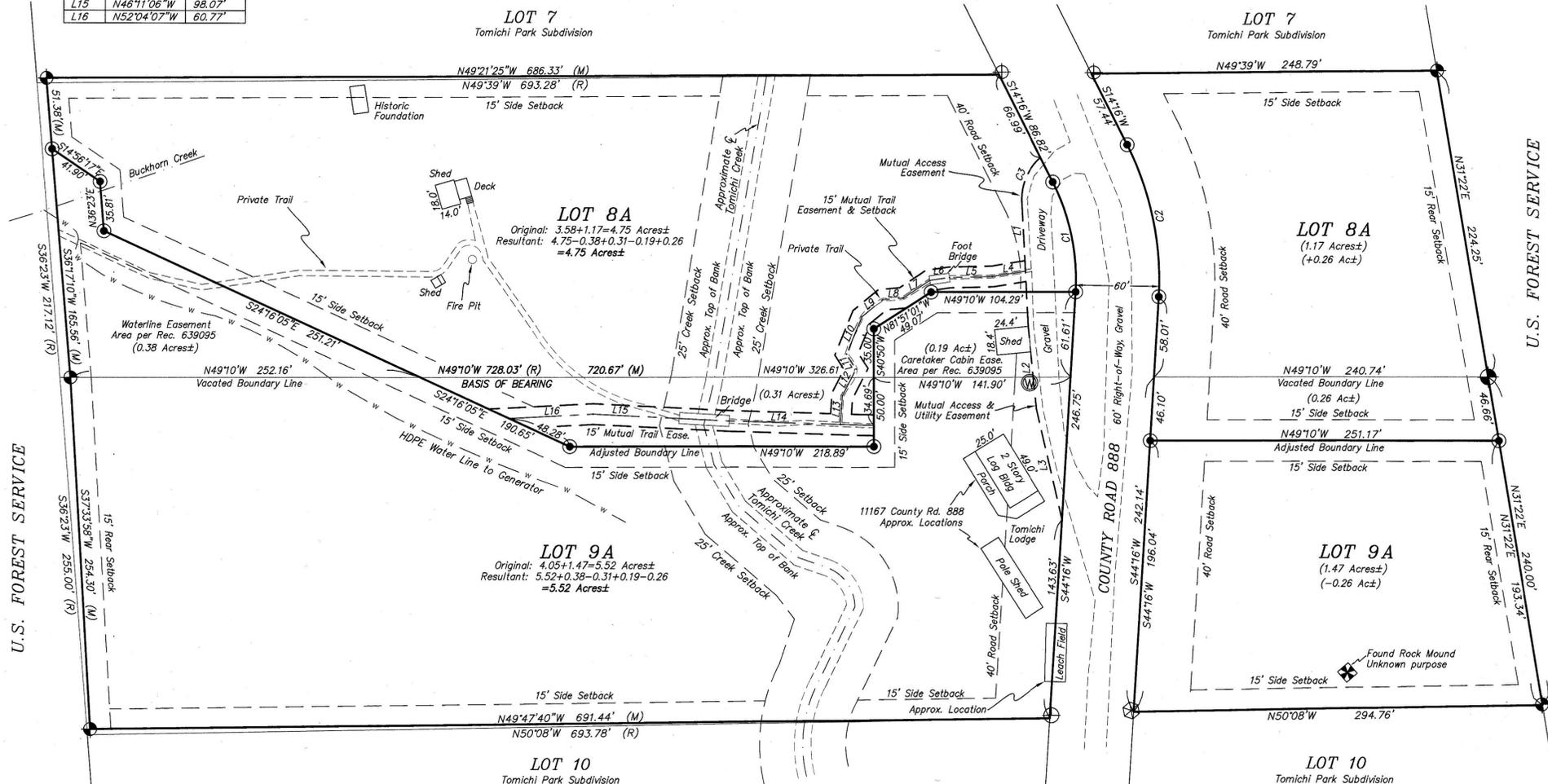
LINE	BEARING	DISTANCE
L1	S37°56'48"W	90.00'
L2	S35°04'17"W	60.11'
L3	S27°50'43"W	81.89'
L4	N58°24'35"W	24.12'
L5	N50°22'26"W	30.93'
L6	N57°22'34"W	14.38'
L7	N82°38'59"W	22.87'
L8	N54°21'42"W	15.00'
L9	N88°59'16"W	19.27'
L10	S63°03'52"W	28.96'
L11	S08°47'17"W	12.77'
L12	S67°51'28"W	21.67'
L13	S44°34'45"W	20.79'
L14	N47°31'13"W	104.10'
L15	N46°11'06"W	98.07'
L16	N52°04'07"W	60.77'

CURVE	RADIUS	ARC LEN.	DELTA ANGLE	CHORD BRG.	CHORD LEN.
C1	156.60'	82.00'	30°00'00"	S29°08'42"W	81.06'
C2	216.60'	113.43'	30°00'19"	S29°08'59"W	112.14'
C3	40.00'	36.01'	51°35'10"	S63°44'21"W	34.81'



LEGEND

- ⊙ - Found Aluminum Cap Monument stamped "LS 4440 Hamilton", Original Monument
- ⊕ - Found No. 5 Rebar
- ⊗ - Found Six Sided Drill Steel
- ⊛ - Found Steel Bar & Washer stamped "LS 11250"
- ⊙ - Set No.5 rebar & plastic cap stamped "LS 38048"
- ⊖ - Wall
- (R) - Recorded (Platted) Dimension
- (M) - Measured (Surveyed) Dimension





July 27, 2021

RE: Boundary Line Adjustment

Steve and La Sal Miller have applied for boundary line adjustment, lots 8 and 9 Tomichi Creek Subdivision. The owners noted that the proposed boundary line adjustment maximizes privacy for both lots within the natural forests surrounding the meadow and buildings. The sizes of the lots are significantly changed.

The boundary line adjustment plat has been reviewed and approved by the county attorney's office.

You may view the file:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

Projects

Application Number- LUC-21-00016

Click on the project

Attachments

View

Thank you,

Beth Baker
Gunnison County Community Development
970-641-7932
bbaker@gunnisoncounty.org

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Permit Extension and Possible Resolution; Riverlan

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Riverland Remedies requests extension of permit while going through the renewal process

Fiscal Impact:

Submitted by: Beth Baker

Submitter's Email Address: bbaker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by:

Discharge Date: 7/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/3/2021



July 26, 2021

RE: Request for an extension of a marijuana cultivation license while they go through the renewal process

Riverland Remedies -80 Buckley Dr., Riverland Industrial Park
Cultivation License Extension

Riverland Remedies has inadvertently let their marijuana cultivation license expire. They have now applied for the renewal, but until the renewal process is completed they are requesting an extension of the current county license. If they do not receive an extension, the state will revoke their license and they will be required to close their business and reapply.

Riverland Remedies has remained in good standing with the County. They have not gotten any complaints from the Sheriff's Department, CB Fire, or the Riverland POA.

County attorney Matt Hoyt agreed the Board could consider an extension, and grant an extension through passage of a Board Resolution at its discretion. He also suggested that Community Development craft formal proposed amended regulations allowing for such extensions without the need for Board resolution each time. Community Development would pursue the amended regulations at a later date.

Thank you,
Beth Baker
Gunnison County Community and Economic Development
970-641-0360
bbaker@gunnisoncounty.org

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 21-____**

**A RESOLUTION GRANTING REQUEST FOR ADMINISTRATIVE CONTINUANCE OF
THE MARIJUANA CULTIVATION LICENSE RENEWAL PROCESS FOR RIVERLAND
REMEDIES, LLC**

WHEREAS, pursuant to CRS § 44-10-201 *et seq.* and other Colorado law, the Gunnison County Board of County Commissioners enacted Resolution No. 2014-18, A Resolution Creating Licensing Regulations for Marijuana Cultivation, Manufacturing and Testing Facilities (“Regulations”);

WHEREAS on June 19, 2018, Gunnison County, pursuant to the Regulations; issued to Riverland Remedies, LLC, located at 80 Buckley Drive, Riverland Industrial Park, Gunnison County, Colorado (“Riverland Remedies”), a Conditional Marijuana Facility License for marijuana cultivation (“License”);

WHEREAS, per the express terms of the License and Sections 3-109 and 4-101(A) of the Regulations, the License was valid for three years from the date of its approval, or until June 19, 2021;

WHEREAS, Section 4-101(B) of the Regulations required Riverland Remedies to submit its renewal application, along with all renewal and operation fees, at least 45 days before June 19, 2021;

WHEREAS, due to inadvertence, Riverland Remedies failed to submit its renewal application before the aforementioned deadline;

WHEREAS, Riverland Remedies has since engaged in efforts to correct its mistake and has now submitted an application under Section 4 of the Regulations, which remains pending and under review by the County;

WHEREAS, according to information available to the County, Riverland Remedies remains in good standing with Gunnison County, the Gunnison County Sheriff’s Department, the Crested Butte Fire Protection District and the Riverland Property Owners’ Association;

WHEREAS, because Riverland Remedies’ application was untimely under Section 4 of the Regulations, both the licensee and the County require additional time to complete the process set forth for renewal of licenses as provided in Section 4 of the Regulations;

WHEREAS, Riverland Remedies has requested an administrative continuance of the Section 4 process in order to provide it and the County sufficient time to process its renewal application; and

WHEREAS, it is within the authority of the Board of County Commissioners, under the powers granted to it under Colorado law, to grant Riverland Remedies' request;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the Board hereby **FINDS** Riverland Remedies' request well taken and is hereby **GRANTED**. The deadline to complete the Section 4 process as to Riverland Remedies' renewal application is hereby administratively continued until October 1, 2021.

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

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

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Elizabeth Smith, Commissioner

Attest:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Discussion; Letter of Support to the Colorado Fore

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Trust for Public Land is requesting a letter of support in the application to Colorado Forest Legacy Program (FLP). They are partnering with the owner and the CO State Forest Service to purchase the Higher Ground Ranch Property

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@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\mbollig

Discharge Date: 7/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/3/2021

July 21, 2021

Carolyn Aspelin
Colorado Forest Legacy Program
Colorado State Forest Service - Colorado State University
Foothills 5060 Campus Delivery
Fort Collins, CO 80523-5060

Re: Higher Ground CE - Forest Legacy Program Grant Application

Dear Ms. Aspelin:

I encourage you to support The Trust for Public Land's (TPL) application to the Colorado Forest Legacy Program (FLP) to secure funding to purchase a conservation easement (CE) on the Higher Ground Ranch located in Gunnison, Delta and Montrose Counties. The 3,300-acre property is a rare gem that is nearly undeveloped, boasts the headwaters of Doug and Clear Fork Creeks, a diverse range of habitats supporting a variety of wildlife and big game species and is directly adjacent to the Gunnison National Forest.

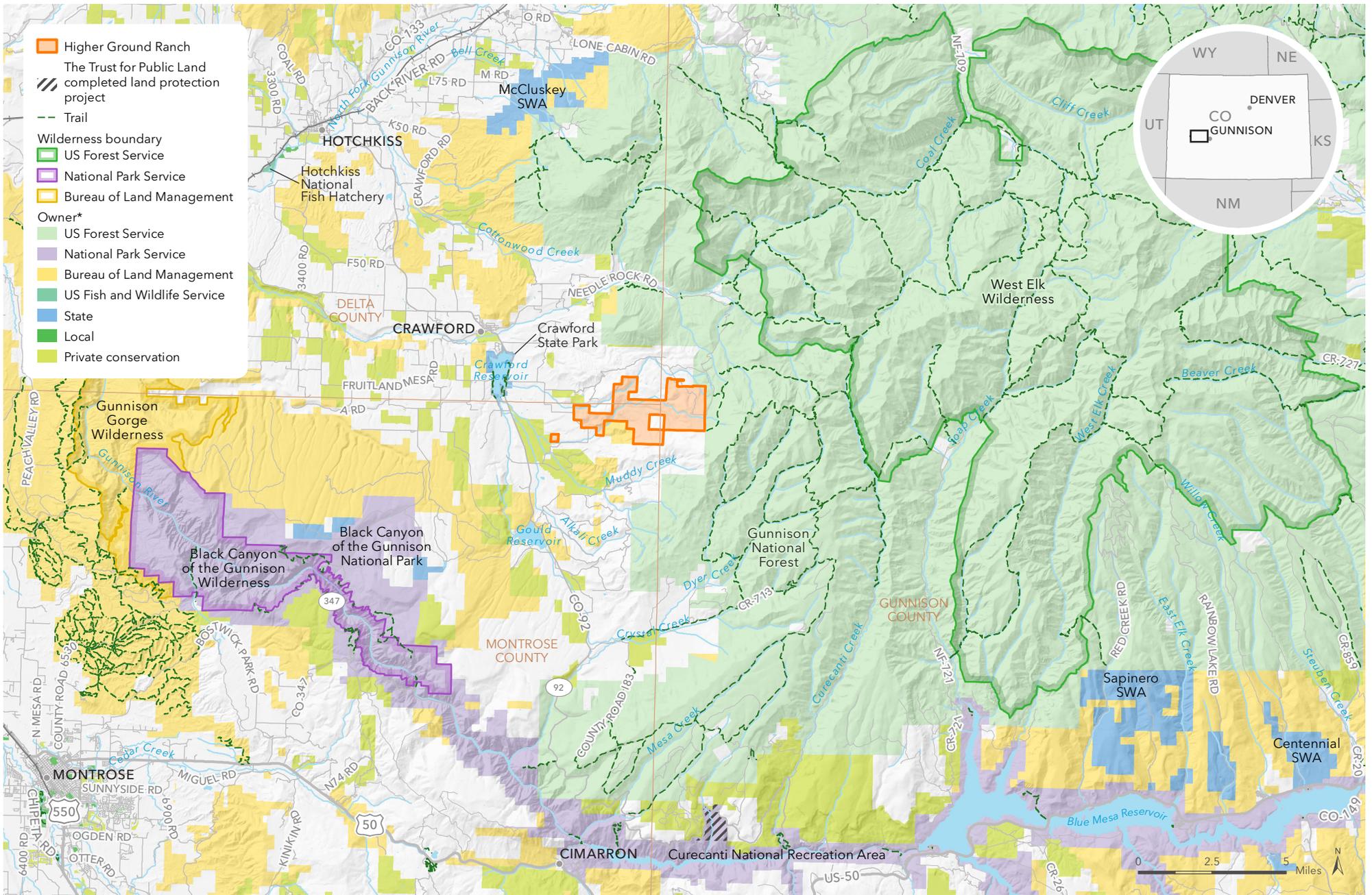
The owners of the Higher Ground Ranch are committed to the conservation of the property. They have completed a Forest Management Plan for the property that was researched and written by the Colorado State Forest Service (CSFS), which will guide the management of the property and its forest resources, protecting water resources and water quality both on and downstream of the property and enhancing its forest habitat. They have also worked with the USDA Natural Resources Conservation Service (USDA-NRCS) and have been awarded an EQIP contract to help begin range and wildlife improvements across the property, positively impacting the land and water resources of the ranch and the fish and wildlife that call the ranch home. Higher Ground works closely with Colorado Parks and Wildlife (CPW) and U.S. Fish and Wildlife Service (USFWS) getting input on habitat and operational management practices that will favor the fish and wildlife in the area, and how those management strategies can have a positive cumulative impact.

Furthermore, once completed, the project is expected to help catalyze additional voluntary private land conservation in the area, as a successful project of this scale and impact often sparks interest in conservation from friends and neighbors. As a result, the project should lead to additional opportunities to conserve private land in the area, providing additional buffer to the Gunnison National Forest and helping secure and maintain the region's important agriculture economy. The ranch owners also are committed to using the property to provide an "outdoor classroom" to local educators and camps, and as a place for veterans and first responders suffering from PTSD to heal and recharge in nature through their "Cleft of Hope" non-profit.

TPL has secured the purchase of the proposed conservation easement via an option agreement and will secure the required matching funds for the proposed FLP grant. TPL will also lead on the transaction overall, covering all transaction and due diligence costs and managing the transaction through closing. Once the project is complete, TPL intends to continue working with CSFS and the landowner to cultivate additional projects and help provide alternatives to landowners interested in keeping their properties intact and available for ranching and sustainable timber management.

Thank you for your consideration of this outstanding conservation project.

Respectfully,



Protected lands

HIGHER GROUND RANCH, MONTROSE, DELTA, AND GUNNISON COUNTIES, COLORADO

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*Land Ownership/Management Sources: Colorado Natural Heritage Program and the Geospatial Centroid, 2016; The Colorado Ownership and Protection Map (COMaP), Colorado State University, Ft. Collins, CO; PADUS 1.4; NCEd, 2016; NPS, 2016; National Atlas, 2014.

