

- 1 - August 17, 2021 Agenda
- 2 - Special Event Liquor Permit_Upper Gunnison River Water Conservancy
- 3a - June 1, 2021 Regular Meeting Minutes
- 3b - June 17, 2021 Special Meeting Minutes
- 3c - July 6, 2021 Regular Meeting
- 4 - August 17, 2021 Calendar
- 5a - Ack of CM Signature_CDPHE Emergency Preparedness Response Agreement No4
- 5b - MOA_Western States Water Partnership
- 5c - Ack of CM Signature_GVH_Sheriffs Office
- 5d - Subcontractor Agreement_Front Range Clinic_Sheriffs Office
- 5e - CPW Appointments to GunnBasin Sage-grouse ST Committee
- 6 - Consultant Agreement_Mead_Hunt_Brush Creek intersection
- 7 - Treasurers Report
- 8c - July 21 Cash Transfer Report
- 8d - Sales Tax-LMD Reports
- 9 - Submission_GC First Quarterly Fiscal Transparency Report_6_30_2021
- 10a - HS Agenda 20210817
- 10b - HS Minutes 20210420
- 10c - HS Minutes 20210615
- 11 - Abatement Hearing_Van Delay Industries_Sturm_continued
- 12 - Riverland Lot 7 Joint Venture condo Plat

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, August 17, 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
 - Special Event Liquor Permit 2012-02; Upper Gunnison River Water Conservancy; 8/19/2021 from 3-10 pm
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:32 am
- Call to Order; Agenda Review
 - Minutes Approval:
 1. June 1, 2021 Regular Meeting
 2. June 17, 2021 Special Meeting
 3. July 6, 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's Signature; Colorado Department of Public Health and Environment (CDPHE); Contract Agreement #4; Gunnison County Department of Health and Human Services (GCHHS); Emergency Preparedness; 8/09/2021 - 6/30/2022; \$93,600
 2. Memorandum of Agreement; Western States Water Partnership (WSWP), LLC; Beta Site installation of WSWP radar, southwest of Gunnison, Colorado; Mid-September 2021 installation
 3. Acknowledgment of County Manager's Signature; Contractor Agreement; Gunnison Valley Health; Gunnison County Sheriff's Department; for Licensed Nurse Practitioner health services at the jail; 6 hours per week; 8/01/2021 - 12/31/2021; \$6,000
 4. Subcontractor Agreement; Front Range Clinic P.C.; Gunnison County Sheriff's Department; for substance use disorder (SUD) treatment at the jail; 8/17/2021 - 6/30/2022; \$8,000
 5. Approval for CPW Appointments to the Gunnison Basin Sage-grouse Strategic Committee; Nathan Seward and Brandon Diamond
 - County Manager's Reports
 - Deputy County Manager's Reports and Project Updates
 1. Consultant Agreement; Mead & Hunt, Inc; Design Concept for Reconstruction of the Brush Creek intersection; \$83,725
- 8:50 am
- Treasurer's Reports
 - Vouchers and Transfers
 1. August 2021 Accounts Payable Report
 2. June 2021 Purchase Card Report
 3. July 2021 Cash Transfer Report
 4. Sales Tax - LMD Reports
- 8:55 am
- Submission of Gunnison County's First Quarterly Fiscal Transparency Report; as of June 30, 2021

*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 17, 2021

Page 2 of 2

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

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

9:00 am • (See separate agenda)

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

9:30 am • Hearing (Continued from 6/15/2021); Petition for Abatement or Refund of Taxes; Property Tax Year 2020; R013123, 12.84 Acres in the Southeast 1/4 of Section 12, Township 14 South, Range 86 West, 6th Principal Meridian; Parcel No. 3255-120-00-082; Van Delay Industries Ltd

9:45 am • Riverland Lot 7 Joint Venture Condominium Plat; Riverland Filing #1- AKA 296 Buckley Dr; LUC-21-00034; Attorney Danial Spivey, representative

9:50 am • Discussion; Opioid Litigation Settlement

10:00 am • **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 Country Meadows Mobile Home Park, developing strategy for negotiations, and instructing negotiators; pursuant to CRS § 24-6-402(4)(a), the purchase, acquisition, lease, transfer, or sale of real property or other property interest(s) in relation to the Country Meadows Mobile Home Park; and pursuant to C.R.S. § 24-6-402(4)(b), conferences with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to the Country Meadows Mobile Home Park

- 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: Special Event Liquor Permit 2012-02; Upper Gunniso

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Special Event License for Upper Gunnison River Water Conservancy, to be held at the County Shady Island River Park.

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. 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: 0

Agenda Date: 8/3/2021



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

COUNTY OF GUNNISON
GUNNISON COUNTY CLERK
221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

SPECIAL EVENT LIQUOR PERMIT 2021-02

to sell/serve malt, vinous, and spirituous liquor for on-premises consumption at Shady Island River Park, Gunnison, Colorado.

UPPER GUNNISON RIVER WATER CONSERVANCY
210 W. SPENCER AVE SUITE B
GUNNISON, COLORADO 81230

Fee \$100.00

Effective: Day, 08.19.2021 from 3:00 p.m. to 10:00 p.m.

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion

8-10-2021

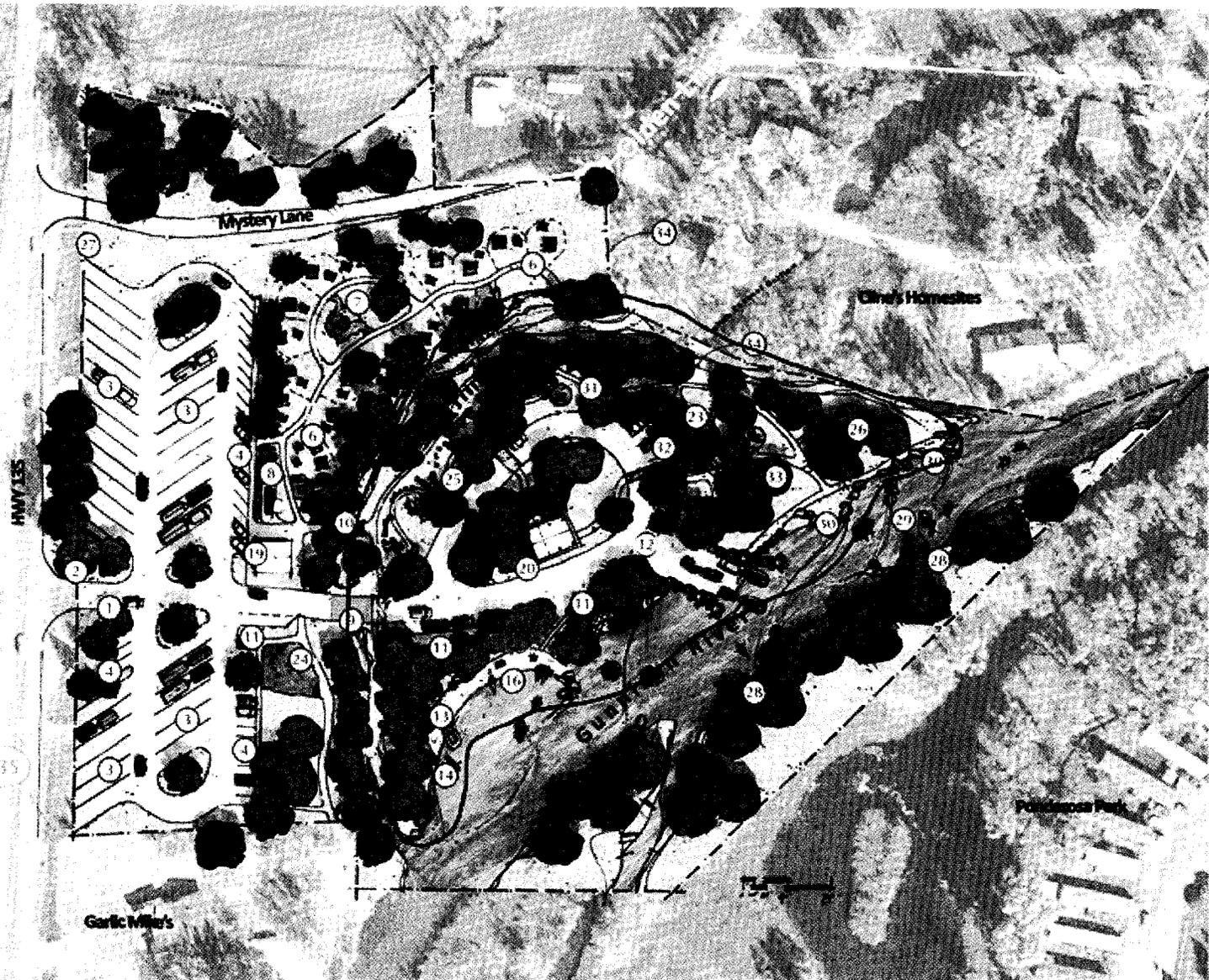
Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

**UPPER GUNNISON RIVER WATER
CONSERVANCY DISTRICT, 210 W SPENCER
AVE., SUITE B, GUNNISON, CO 81230 HAS
REQUESTED THE LICENSING OFFICIALS OF
GUNNISON COUNTY, OF GUNNISON,
COLORADO, TO GRANT A SPECIAL EVENT
PERMIT AT THIS LOCATION: SHADY ISLAND
RIVER PARK, HIGHWAY 135, GUNNISON,
COLORADO 81230 TO SELL/SERVE MALT,
VINOUS & SPIRITUOUS LIQUOR BY THE DRINK
FOR ON-PREMISES CONSUMPTION. DATE OF
EVENT: 08-019-2021, 3:00 P.M. TO 10:00 P.M.
WRITTEN COMMENTS ON THIS APPLICATION
MAY BE SUBMITTED THROUGH 5:00 PM ON
MONDAY, AUGUST 9, 2021 TO THE GUNNISON
COUNTY CLERK AND RECORDER OFFICE,
KATHY SIMILLION, 221 N. WISCONSIN ST.,
GUNNISON, COLORADO 81230**



Application for a Special Events Permit

Departmental Use Only

MAC 7-20-2021
 K8

In order to qualify for a Special Events Permit, You Must Be Nonprofit and One of the Following (See back for details.)

- | | | |
|--------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge Or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> Of A National Organization Or Society | <input type="checkbox"/> Municipality Owning Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB	DO NOT WRITE IN THIS SPACE
Type of Special Event Applicant is Applying for: 2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day 2170 <input type="checkbox"/> Fermented Malt Beverage (3.2 Beer) \$10.00 Per Day	Liquor Permit Number

1. Name of Applicant Organization or Political Candidate <p style="text-align: center;">Gunnison River Festival</p>	State Sales Tax Number (Required) <p style="text-align: center;">262000342</p>
------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) C/O Upper Gunnison River Water Conservancy District 210 West Spencer, Suite B Gunnison, Colorado 81230	3. Address of Place to Have Special Event (include street, city/town and ZIP) Shady Island (New River Venue) Highway 135 Gunnison, Colorado 81230
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Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <p style="text-align: center;">Joellen Fonken</p>	3/2/62	18 Columbine Road, Gunnison CO 81230	9702753516

5. Event Manager <p style="text-align: center;">same</p>	
-------------------------------------------------------------	--

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. Is premises now licensed under state liquor or beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit							
Date	8/19/2021	Date	Date	Date	Date	Date	Date
Hours From	3 p.m.	Hours From	.m.	Hours From	.m.	Hours From	.m.
To	10 p.m.	To	.m.	To	.m.	To	.m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <p style="text-align: center;">Joellen Fonken</p>	Title <p style="text-align: center;">Gunnison River Festival Director</p>	Date <p style="text-align: center;">7/20/2021</p>
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Report and Approval of Local Licensing Authority (City or County)

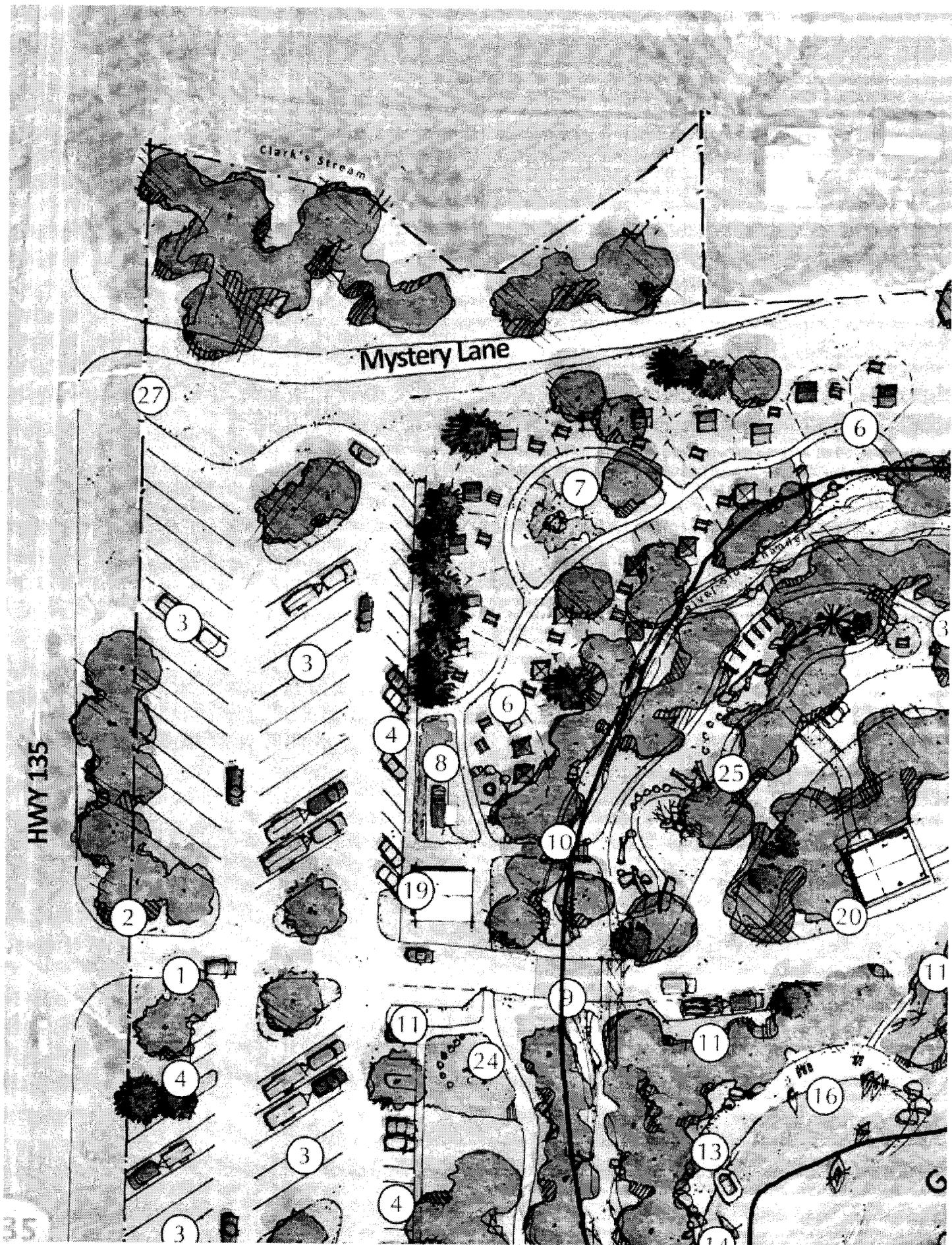
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) <p style="font-size: 1.5em;">Gunnison County</p>	<input type="checkbox"/> City	<input checked="" type="checkbox"/> County	Telephone Number of City/County Clerk <p style="font-size: 1.5em;">970-641-7641</p>
Signature <p style="font-size: 1.5em;">County Clerk</p>	Title	Date	

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$



HWY 135

Clark's Stream

Mystery Lane

27

2

1

4

3

3

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3

3

3

3

4

19

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO
CERTIFICATE OF REGISTRATION

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

GUNNISON RIVER FESTIVAL

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20103034375.

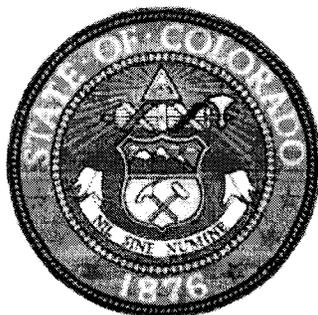
The status of its registration is **Good**, and this status has been in effect since 05/13/2021.

The organization's registration expires on 05/15/2022.

Registrants may legally solicit contributions, provide consulting services in connection with a solicitation campaign, and conduct solicitation campaigns in Colorado until the registration expires or is withdrawn, suspended, or revoked.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 07/20/2021.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 07-20-2021 13:58:18



Jena Griswold

Secretary of State of the State of Colorado



GENERAL WARRANTY DEED

Verzuh Ranch, Inc., a Colorado corporation, for \$1,000,000.00 and other good and valuable consideration, in hand paid, hereby sells and conveys to the Board of County Commissioners of Gunnison County, Colorado, whose address is 200 E. Virginia Ave., Gunnison, CO 81230, the following real property in the County of Gunnison and State of Colorado, to wit:

ALL OF SHADY ISLAND, AS SHOWN ON THE PLAT THEREOF RECORDED IN THE RECORDS OF GUNNISON COUNTY, COLORADO MAY 27, 2017 UNDER RECEPTION NO. 646197

and warrants the title to the same, subject to:

1. DISTRIBUTION UTILITY EASEMENTS INCLUDING CABLE TV.
2. INCLUSION OF THE PROPERTY WITHIN ANY SPECIAL TAXING DISTRICT.
3. THE LIEN FOR 2017 AND SUBSEQUENT REAL PROPERTY TAXES AND ASSESSMENTS.
4. THOSE SPECIFICALLY DESCRIBED RIGHTS OF THIRD PARTIES NOT SHOWN BY THE PUBLIC RECORDS OF WHICH THE GRANTEE HAS ACTUAL KNOWLEDGE AND WHICH WERE ACCEPTED BY THE GRANTEE.
5. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 04, 1935, IN BOOK 235 AT PAGE 415.
6. 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, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 13, 1904 IN BOOK 101 AT PAGE 316.
7. RIGHT OF WAY INTO PERPETUITY TO A STRIP OF LAND FORMERLY KNOW AS THE GUNNISON AND RUBY WAGON ROAD AS SET FORTH IN INSTRUMENT RECORDED APRIL 10, 1882 IN BOOK 36 AT PAGE 114.
8. EASEMENT AND RIGHT OF WAY TO AND FROM CLINE'S HOME SITES AS DESCRIBED IN PLAT RECORDED SEPTEMBER 17, 1963 UNDER RECEPTION NO. 256415.
9. EASEMENT AND RIGHT OF WAY AS SET FORTH AND GRANTED IN WARRANTY DEED RECORDED SEPTEMBER 17, 1963 IN BOOK 367 AT PAGE 14 AND RE-RECORDED APRIL 7, 1964 IN BOOK 372 AT PAGE 127.
10. TERMS, CONDITTONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT RECORDED JULY 17, 1967 IN BOOK 397 AT PAGE 154.
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 2003-61 BY THE BOARD OF COUNTY COMMISSIONERS

OF GUNNISON COUNTY AUTHORIZING THE ISSUANCE OF A BOND ANTICIPATION NOTE RECORDED NOVEMBER 19, 2003 UNDER RECEPTION NO. 536858 AND RESOLUTION NO. 2004-60 BY THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY AUTHORIZING THE ISSUANCE OF A BOND ANTICIPATION NOTE RECORDED NOVEMBER 17, 2004 UNDER RECEPTION NO. 548472.

12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF TEMPORARY EASEMENT RECORDED DECEMBER 06, 2005 UNDER RECEPTION NO. 561212.
13. TERMS, CONDITIONS AND PROVISIONS OF BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 42, SERIES 2006 RECORDED JUNE 12, 2006 AT RECEPTION NO. 565939.
14. TERMS, CONDITIONS AND PROVISIONS OF BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 14, SERIES 2008 RECORDED APRIL 18, 2008 AT RECEPTION NO. 583386.
15. TERMS, CONDITIONS AND PROVISIONS OF SECOND AMENDED DECREE QUIETING TITLE RECORDED MAY 05, 2008 AT RECEPTION NO. 583699.
16. TERMS, CONDITIONS AND PROVISIONS OF BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 19, SERIES 2008 RECORDED MAY 21, 2008 AT RECEPTION NO. 584019; AND RESOLUTION NO. 19, SERIES 2011 RECORDED MAY 6, 2011 UNDER RECEPTION NO. 605473; AND RESOLUTION NO. 13, SERIES 2014 RECORDED APRIL 16, 2014 UNDER RECEPTION NO. 626335; AND RESOLUTION NO. 13, SERIES 2014 RECORDED JULY 8, 2014 UNDER RECEPTION NO. 627632.
17. TERMS, CONDITIONS AND PROVISIONS OF BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 30, SERIES 2008 RECORDED JULY 02, 2008 AT RECEPTION NO. 584912.
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO RESOLUTION NO. 10-25 RECORDED JULY 23, 2010 UNDER RECEPTION NO. 599715.
19. TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT IMPROVEMENTS AGREEMENT RECORDED MAY 06, 2011 AT RECEPTION NO. 605475 AND ADDENDUM THERETO RECORDED MAY 3, 2017 UNDER RECEPTION NO. 646222.
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF TEMPORARY CONSTRUCTION EASEMENT FOR SEWER LINE RECORDED MAY 06, 2011 UNDER RECEPTION NO. 605476.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF PERPETUAL NONEXCLUSIVE EASEMENT FOR SEWER LINE RECORDED MAY 06, 2011 UNDER RECEPTION NO. 605477.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: June 1, 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 6/1/2021 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 approved. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 8/13/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/17/2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
June 1, 2021**

The June 1, 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 8:31 am.

AGENDA REVIEW: There were no changes made to the agenda.

SCHEDULING: Reminders were noted regarding vacations and previous adjustments to the schedule; however, there were no changes made to the present schedule. Chairperson Houck gave a reminder that the BOCC meeting for June 8th, 2021 had been canceled. County Manager Birnie also noted that he would be out of town the second half of June.

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

1. Task Order Contract, 2022*0237, Waiver #154; Colorado Department of Public Health and Environment; to provide food inspections in Gunnison County Retail Food Establishments, Child Care Facilities, and Schools; 7/1/2021 to 6/30/2024; \$15,000
2. Contractor Agreement; Trestle Strategy Group LLC; 6/01/2021 to 12/31/2021; \$124,000
3. Grant Application; Colorado Division of Criminal Justice; Gunnison County Juvenile Diversion Program; Funding towards the Program Director's salary; \$35,000
4. Grant Agreement Approval; Caring for Colorado/Colorado Centennial Fund; Gunnison County Department of Health and Human Services for Gunnison County Vaccine Equity Effort; 5/17/2021 to 1/16/2022; \$35,164
5. Memorandum of Understanding; Colorado Department of Human Services and Hinsdale County; Performance Contract for the Works Program and Child Care Program; 7/01/2021 to 6/30/2024, reaffirmed annually
6. Memorandum of Understanding; Colorado Department of Human Services and Gunnison County; Performance Contract for the Works Program and Child Care Program; 7/01/2021 to 6/30/2024, reaffirmed annually
7. Amendment #5 to the Core Public Health Services Contract; Colorado Department of Public Health and Environment; 7/01/2021 to 6/30/2022; \$57,054
8. Acknowledgement Letter for Gunnison County Health and Human Services; Early Learning and Childcare (ELC); Enhancing Detection of COVID 19, Expansion #2; Scope of Work, Allowability Roadmap, Federal Provision; Service from 5/10/21 to 7/31/23; \$693,498
9. Commercial Lease Agreement; Michael Barnes and Chris Osmundson d/b/a Drug Test West, Inc; 725 S. 10th Street, Unit A-1, Gunnison, Colorado; 4/01/2021 to 3/31/2022; \$350 monthly plus \$325 security deposit
10. Approval for Purchase; Airport Terminal New Parking Lot; WPS Parking System; \$78,045
11. Release and Agricultural Lease; Joe Schultheis; Property / Water Rights south of "UMPTRA Haul Rd" as described in Appendix A, Except for 5.5 acres reserved for Observatory site; 2/01/2021 to 6/30/2022; \$25 per ton of hay produced; \$10/\$5 per AUM (Animal Units per Month)
12. Release and Agricultural Lease; Todd Shallbetter; Property / Water Rights north of "UMPTRA Haul Rd" as described in Appendix A; 2/01/2021 to 6/30/2022; \$25 per ton of hay produced; \$10/\$5 per AUM
13. Contractor Agreement; Cesare, Inc; Airport Terminal Project; Special Consultant; 4/01/2021 to 6/01/2021; \$51,134
14. Letter to White River National Forest; Recreation Manager, Shelly Grail; District Ranger, Kevin Warner; Requesting Collaboration on challenges related to County Road 3, connecting the Town of Marble to the Lead King Loop trailhead

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present for discussion.

1. Delegation of Authority to Execute Easement for City Intersection. CM Birnie advised the Board that this project will require a portion of the County's land for the City of Gunnison's intersection realignment improvement project at Quartz Street, Spencer Avenue, North 11th Street, and County Road #15 – located at the corner of the new library project and the Gunnison Community School. The Library had agreed to fund a portion of the project; the City obtained a grant, and the County was waiting for survey results to see what amount of land would be needed. CM Birnie asked the Board to formally delegate authority to execute the easement, once the survey results came in and documents could be executed. **Moved** by Chairperson Houck, seconded by Commissioner Smith to delegate the authority to County Manager Matthew Birnie to execute the easement that will be necessary, and documents for the intersection project, specific to Spencer Avenue, North 11th Street, County Road 15, and Quartz Street – the intersection where the library is being developed – and to work on that agreement with the City of Gunnison. Motion carried unanimously.

2. Updates for several County projects. CM Birnie highlighted progress made in several areas:
 - a. Airport – close to having all the geothermal wells drilled. They also poured the footings for the GSE / large utility building.
 - b. Library – the foundation was starting to be poured
 - c. Shady Island River Park paving. Chairperson Houck added that when some constituents had asked about how the County could afford all the pavement for the new River Park, he had been happy to let them know this was all recycled asphalt from the airport project. Commissioner Mason added that cost savings with the recycled materials were estimated to be \$200,000.

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

1. Funding Request Asphalt Paving. DCM Crosby let the Board know that there was an opportunity to get pricing from two companies, hopefully at a much-reduced rate. Normally they were only able to purchase whatever they could obtain. She went on to add that \$350,000 was budgeted for asphalt; however, they had requested \$553,929 for 2021 from the Capital Improvement Plan (CIP), and though they usually received at least \$200,000 to \$300,000, they had received no funds for asphalt for this year. She asked the Board for extra funds from sales taxes – between \$350,000 to \$400,000, with \$100,000 being contributed from already budgeted funds.

After some discussion regarding what amount might be expected and what was budgeted, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to approve the funding request to engage a contractor and, pending availability of funds through the Finance Department, to delegate the ability for Deputy County Manager Marlene Crosby and County Manager Matthew Birnie to move forward with this, bringing back a budget adoption piece for the Board to consider at a future session. Motion carried unanimously.

2. Approval for Purchase; Public Works; John Deer 6120R Tractor and ALAMO Samurai 22 Side Boom Mower; \$107,500 and \$66,878. DCM Crosby asked the Board for a tractor and side boom mower to replace a unit that they had purchased in 1999.

The funds for this had already been budgeted, and so it was **moved** by Commissioner Smith, seconded by Commissioner Mason to authorize the purchase of a John Deer tractor and ALAMO mower to use for roadside right-of-way clearing and maintenance. Motion carried unanimously.

3. Approval of Cooperative Forest Road Agreement; U.S. Department of Agriculture, Forest Service, White River National Forest; 5-Year Agreement; Schedule A - Joint Road Maintenance Plan. DCM Crosby explained that every five years the Forest Service revises their master agreement and the accompanying “Schedule A.” DCM Crosby sought approval of this newest master agreement – for the roads that Gunnison County maintains, that are put on the County highway user’s tax, but which are Forest Service roads.

With no further discussion, it was **moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Cooperative Forest Road Agreement with the White River National Forest and to authorize the Chair’s signature. Motion carried unanimously.

4. Other updates. DCM Crosby briefly updated the Board on the following:
 - a. Engineer Greg Anderson has been working on updating the County’s permit for the Somerset replacement-in-kind of the system. This plan has been submitted to Department of Public Health and Environment for their review.
 - b. Gunnison Nordic Cottonwood Ride. DCM Crosby drove over Cottonwood Pass last Thursday, May 27th. She stayed at the top to make sure there were no conflicts with traffic. Joellen Fonken had estimated the fundraiser would have no more than 50 participants, and instead 94 participated. Overall, this was a very successful event and DCM Crosby was sure the Board would get a request for this event to be held again next year.

PUBLIC HEARING; STREET VACATION, LAVETA ADDITION TO THE TOWN OF PITKIN; STREETS AND ALLEYS ADJACENT TO LOTS 1-4, BLOCK 32, LOTS 1-4, BLOCK 33, AND LOTS 1-32, BLOCK 24; CHRISTOPHER M. ROMERO: Present for questions were Deputy County Manager Marlene Crosby and owner Chris Romero.

1. Open of Public Hearing: Commissioner Houck opened the Public Hearing at 8:54 am.
2. Public Notice Confirmation: Public Notice was confirmed by Deputy County Manager Marlene Crosby.
3. Identify Ex Parte Communications: There were no ex parte communications identified.
4. Staff Presentation: DCM Crosby began by noting that there had been a minor typing error in the public notice but the legal description presented to the board was now without error. She then went over with the Board the sections on the map showing all the survey and adjacent owners, explaining how the access to power would not be hindered by this street vacation. She further noted that the REA had signed off on the lot cluster for this.
5. Board Questions: There were no questions from the Board.
6. Public Comments: DCM stated that one person, Larry Link, had contacted her, but had mainly needed clarification on what a street vacation involved and what the advantage of one would be, and after lengthy discussion then raised no further concern with this street vacation. No one was present in the Boardroom or via Zoom for public comment.
7. Acknowledge Correspondence Received: There was no correspondence received.
8. Applicant Response: Chris Romero added his appreciation for the excellent survey.
9. Close Public Hearing: Commissioner Houck closed the public hearing at 9:02 am.

Moved by Commissioner Smith, seconded by Commissioner Mason to adopt Resolution 2021-13, A Resolution Vacating Certain Portions of Streets and Alleys Lying Within the LaVeta Addition to the Town of Pitkin, County of Gunnison, State of Colorado. Motion carried unanimously.

LOT CLUSTER AGREEMENT AND DECLARATION; LOTS 1-4, BLOCK 32, LOTS 1-4, BLOCK 33, AND LOTS 1-32, BLOCK 24; LAVETA ADDITION TO THE TOWN OF PITKIN; CHRISTOPHER M. ROMERO AND FAWN ROMERO: Present for discussion was Community Development Administrative Services Manager, Beth Baker. She explained to the Board that there had been some discrepancy in the lot descriptions, but through research found that the "lots" and "blocks" description had been added through a title action at a later date. Beth added that she did have the utility agreements for both Century Link and Gunnison Electric, and everything seemed straight-forward on this lot cluster.

Moved by Commissioner Smith, seconded by Commissioner Mason to approve the Lot Cluster Agreement defined as Lots 1-4, Block 32, Lots 1-4, Block 33, and Lots 1-32, Block 24 of the LaVeta addition in the Town of Pitkin, pursuant to the plat recorded under Reception No. 258799, May 4, 1964, County of Gunnison, State of Colorado. Motion carried unanimously.

BREAK: There was a short recess from 9:08 am to 9:15 am.

RESOLUTION: A RESOLUTION OPPOSING THE PROPOSED BALLOT INITIATIVE 16 "PROTECT ANIMALS FROM UNNECESSARY SUFFERING AND EXPLOITATION" (PAUSE) ACT: Chairperson Houck filled in for those listening and attending in person, that after a discussion about this initiative during a previous work session, he went ahead and drew up the resolution presently before the Board for consideration. Chairperson Houck added that he PAUSE Act had made it through the signature board, and was currently out for signatures. If they were to collect enough signatures, this would make it onto the ballot. He noted that he was sure there was no one on the Board or in this county who did not support the prevention of animal cruelty, but cautioned that the PAUSE Act takes a huge leap beyond that. Chairperson Houck then highlighted the main reasons why the PAUSE Act should be opposed:

1. The PAUSE Act expanded into an untenable area for agriculture. Impacts to Gunnison County and even the entire state would be unbelievable. It would end common animal husbandry and veterinarian procedures currently being taught at the university level. Animals would be required to live out a required 25% of their average lifespan before being harvested for food. For cows, this would be around 8 years. Chairperson Houck added that there is definitely a better way to address the issues around animal cruelty better than the approach taken in the PAUSE Act.
2. It was important to stand with the Gunnison County ranching community. Chairperson Houck emphasized that those who practice animal husbandry and ranching here in Gunnison County demonstrate that they are good stewards of the land and of livestock and it was important to support them in this as well.
3. It was important to bring this to the public's attention through a formal stance by the Board. Chairperson Houck expressed his hope that this public stance would help inform the public of the extremes in the PAUSE ACT and would help sway them away from adding their signature.

After some further discussion and Commissioners Smith and Mason both expressing their willingness to take a formal stance, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to adopt Resolution 2021-14; A Resolution Opposing the Proposed Ballot Initiative 16 "Protect Animals from Unnecessary Suffering and Exploitation" also known as the (PAUSE) Act. Motion carried unanimously.

DISCUSSION AND RECOMMENDATIONS; LAND USE RESOLUTION (LUR) AMENDMENTS; REGARDING LUR SECTION 13-105; RESIDENTIAL BUILDING SIZES AND LOT COVERAGES: Present for discussion was Community and Economic Development Director (CEDD), Cathie Pagano.

Chairperson Houck introduced the item and explained that, due to the large amount of public opposition to the proposed building site on the Upper Slate River Valley, he wanted to set parameters for this discussion by addressing what the Board of County Commissioners are and are not able to do in terms of a moratorium. He added that the Board is also bound by an active application to not discuss matters with the public pertaining to this subject. At that point, Chairperson Houck then asked County Attorney Matt Hoyt to outline for those attending the meeting, in person or via Zoom, just what the legal underpinnings were for the Board's actions.

CA Matt Hoyt highlighted the following legal points:

1. The County has the ability to impose a moratorium on land use development in the unincorporated areas of the County. This is time limited; normally, a moratorium can only last six months.
2. If there is an active application, there cannot be a moratorium on that active application unless the County was actively pursuing such a change prior to the application's submission. An example of active pursuit was when Cathie prepared a memo to the Board on May 25th stating, "Members of the Board, I'd like to recommend a change to the LUR." If the Board decides at that point to impose a moratorium, then any application received on or after that date is subject to the moratorium. However, importantly, any application before that date would not be subject to the moratorium, because there was no basis for the County to assert there was active pursuit of a land use change prior to May 27th.

3. Any moratorium has to be rationally related to the proposed change in the LUR. For example, if the Board decides to instruct staff to explore changing the LUR to change the square footage for the partial exemption that currently exists in the LUR – if the Board passes a moratorium, it has to apply for all such applications for that. It cannot target the moratorium to a single application or based on where the structure might be if not rationally connected to the change.

CEDD Cathie Pagano presented an outline of the memo which she had provided to the Board and online to the public. She noted that the LUR currently does have a maximum residential size limitation, as referred to in Section 13-105, which states that no building on a parcel equal to or larger than 6,500 square feet shall exceed 10,000 square feet, and that a secondary residence shall be no larger than 2,500 square feet. The aggregate of all structures shall not exceed 12,500 square feet per legal lot. The LUR does give the opportunity for applicants to apply for a land use change permit to exceed those thresholds, and that is viewed as a minor land use application. CEDD Pagano also went over a history of the various years in which the LUR had revisions to the residential square footage, with a change in 2007 to an aggregate of 10,000 square feet on a legal lot. She explained that the history showed the LUR allows for the Board, the Community Development Director, the Planning Commission and even citizens to be able to initiate changes to the LUR.

Commissioner Smith asked CEDD Pagano what drove the decisions over time to move from a residential maximum of 5,000, to 9,000, to 10,000 square feet. CEDD Pagano explained that this was most probably a feeling that the greater house sizes allowed would help spur economic growth in the Gunnison Valley area.

After some discussion regarding effects on economic development, possible pre-existing subdivision exemptions, and agriculture, open spaces, wildlife and wetlands preservation, it was decided by the Board to look at reducing residential square footage in a broad, county-wide approach. Consideration was also given to considering whether to look only at aggregate square footage or to consider changing the maximum square footage for secondary structures separately. CEDD Cathie Pagano let the Board know that her staff would work on these directions internally for the next month or so, and then hopefully have a packet put together to take to the Planning Commission for review.

Chairperson Houck then noted to those present and listening in via Zoom, that as they move forward with potential changes to the LUR, there is built into the LUR a public engagement process that includes public hearings and an ability for the public to speak directly to the Board, and to have conversations with the Board specific to what they support, and what they would like to see – the pros and cons of the proposal changes. This public feedback is critical for the Board to hear as they go through the process of making policy changes.

When asked by Commissioner Mason if she felt there was a need to issue a moratorium, CEDD Pagano replied that, given the current building supply shortages and the long time it takes to pass all codes and restrictions, she did not see that there would be a need for this. CEDD Pagano added that moratoriums are challenging and have significant impact, not something to be entered into lightly.

SPECIAL PRESENTATION, RECESS: At 10:05 am, Chairperson Houck paused the regular meeting and handed the floor over to Emergency Management Manager Scott Morrill for a surprise proclamation presentation to Arden Anderson, declaring June 1, 2021 to be Arden Anderson Day. Scott's presentation noted that, from the very beginning of the pandemic, Arden selflessly donated his time and talents as pandemic coordinator for a large group of volunteers, coordinating their efforts to serve the citizens of the County in a time of need, especially reaching out to those in the housebound and underserved population of Gunnison County.

BREAK: There was a short recess from 10:10 am to 10:21 am.

RECONVENE: At 10:21 am, Chairperson Houck reconvened the regular meeting to continue with the next item on the agenda, Unscheduled Citizens.

UNSCHEDULED CITIZENS:

1. Tom Zieber – a resident of the City of Gunnison for the last 10 years. Tom gave a brief background, outlining his experience as a biological technician on the Yellowstone wolf project, and in working with wolves for over a decade in ambassador wolf programs throughout the country. Tom then reviewed for the Board the latest legislation and legislative proposals for the reintroduction of wolves to Colorado. His requests to the Board highlighted: a) hoping the BoCC would form a work group to coordinate with the area ranchers to help prevent or minimize predation depravation; b) hoping that Gunnison County would work to provide a model where both the wolf and sage-grouse can co-exist together; and c) hoping the County will educate its visitors and new residents on how ranching and wildlife can co-exist successfully.
2. Emily Artale (on Zoom) – founder and co-owner of a small consulting firm based out of Denver. Emily wanted the Board to know that Gunnison County is not alone in dealing with the larger homes issue; homes up to 15,000 square feet are becoming more common. She asked the Board, as they were considering this issue, to look at net (operational and embodied) carbon emission plans as well – this

- included all the carbon that goes into transporting to the site and also what goes into disposing anything left over at the end of the project. Chairperson Houck affirmed her information would be very helpful in the beginning of their looking into possible revision of the LUR residential square footage maximums, and that her insights would be appreciated as they moved forward to shape policy.
3. Jim Starr of Valley Housing Fund. Jim thanked the Commissioners and County Attorney Matt Hoyt for looking into addressing the size of residential buildings in the Upper Slate River Valley. He let them know that he now understood a moratorium may not be necessary, but he believed the pending ordinance doctrine made it possible for the County to not accept any new applications while working on this issue. Jim also asked the Board to take into account a few things as they explored LUR changes: a) to look at the issue of people combining subdivided lots for the purpose of building significantly large buildings with a total of up to 25,000 square feet in a small geographic area; b) to consider the 35-acre subdivision that existed back in the early 2000s; that more are looking toward building larger building. Jim felt it would be better to go back to smaller building caps for residential purposes; c) to evaluate the percentage of glass that can go into a residential structure; and d) to consider the drainage areas that include the 100-year floodplain, and the environmental impact on wetlands. Jim wanted the Board to possibly look at establishing special areas that are within wetlands areas, to better protect water quality.
 4. Tim Szurgot – a resident of Wild Bird subdivision, up Slate River Road. Tim thanked the Board for taking care to look into changes to maximum square footage in the LUR. However, he also wanted the commissioners to know that he and many others in Crested Butte felt that Upper Slate needs more immediate and special attention. He let them know that a petition for marking this area as a special geographic area currently had over 1,500 citizen signatures, that CB Land Trust is the largest landowner in the area, and the CB community had spent over \$11 million protecting this area. Tim stressed that equally important with the issues of restricting building size, would be Gunnison County’s restricting building in the 100-year floodplain, in order to protect this part of the State’s limited, diminishing wetlands. He suggested that a committee be established to review the issues.
 5. Jasmine Whelan – a resident of CB and a signatory on the petition mentioned by Tim Szurgot. Jasmine expressed that she was happy to see the Board was wanting to revisit the square footage; however, she wanted to understand better if there would be any way to restrict the building currently applied for in the Slate Valley corridor, particularly with a land use change. County Attorney Matt Hoyt reiterated one of the points he made earlier — the County would have needed to be in active pursuit of a change in land use within a time before the building was applied for.
 6. Sue Navy. Sue asked the Commissioners, in their LUR revision process, to pay special attention to sensitive areas – to increase setback areas on the wetlands; to consider the issue of obtrusive visibility; to guard against excessive lot coverage, including asphalt and surface disturbances; and to consider roads and driveways in the lot coverage.

ADDED SCHEDULING; DISCUSSION FOR UPCOMING WORK SESSION: Chairperson Houck asked Deputy County Manager to also speak at this time regarding plans for an upcoming trip to Somerset and Marble. DCM Crosby went over a tentative itinerary for leaving right after the next BOCC regular meeting on June 15th, visiting areas in Somerset and then on to Marble and an evening Marble Town Council, spending the night in Redstone. Also mentioned possibilities for the Commissioners included meeting with residents and a possible quarry tour, followed by lunch and a meeting with US Forest Service Ranger Kevin Warner, to look at possible parking solutions. After some discussion, it was decided to make this trip a BOCC work session following the BOCC regular meeting on June 15th, and to schedule time for two full days, with the Board returning to Gunnison sometime in the afternoon of June 16th.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Follow-up with facilitating Equity Discussion with Lauren Kugler from the Community Foundation. Commissioner Smith explained that Gunnison Valley Community Foundation had received a grant for \$80,000 to go toward creating equity projects in the Gunnison Valley. Commissioner Smith was aiding in the process of hearing numerous project proposals, talking to individuals, and she also looked forward to seeing final projects results.

Commissioner Mason:

1. Attended an Affordable Housing subcommittee meeting the end of last week. Commissioner Mason explained that \$150 million is being set aside for housing; there will be future discussion how to get those funds distributed to all the counties, and to the people who can utilize these funds.
2. Lead King working group meeting June 1st at 1:00 pm. Commissioner Mason reported that he would be attending this meeting, with information on the truck and ATV parking at the mill site.
3. Region 10. – Commissioner Mason informed the Board that he will be Chair for the next year, starting with the next meeting in June, with Roger Rash as Post-Chair and Kris Holstrom as Vice-Chair. Corey Brindle, a resident of CB South, will be replacing Virgil Turner in September.
4. Phone call last week with John Lee. Explaining that John was a Spectrum employee who also sits on the Club 20 Board, Commissioner Mason relayed that John was curious about what plans Gunnison County has for spending the Robotic Process Automation (RPA) funds from the federal government. John had asked about projects that were that “last mile”, and Commissioner Mason thought of Pitkin. He then expressed interest in pursuing Pitkin as the next rural area internet project.

- 5. Participated in the Long Lake Hike with the Crested Butte Land Trust. Last week, Commissioner Mason and a group of homeowners that border the land hiked around the perimeter of the lake. A representative of the Allen family also attended. The group discussed infrastructure needs for the area—signage, improvements to be made, and the possible decommission of a few trails to prevent further erosion. The CB Land Trust plans to be managing this property extensively.

Commissioner Houck:

- 1. Attended the Sustainable Tourism & Outdoor Recreation (STOR) committee meeting last week. Chairperson Houck noted topics discussed during this meeting were: a) the Tourism and Prosperity Partnership (TAPP), its function and interface with STOR; and b) the RV dump site in Crested Butte. Matt McCombs, District Ranger for the Forest Service, attended remotely and reiterated his commitment on behalf of the Forest Service to being a partner in solving and finding new opportunities for a dump site station.
- 2. No BOCC work session on June 8th. Chairperson Houck reminded all that there would be no meeting next Tuesday, as Commissioners Smith and Mason would be attending a Colorado Counties, Inc. (CCI) conference in Vail.

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 11:30 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. 21-13**

A RESOLUTION VACATING CERTAIN PORTIONS OF STREETS AND ALLEYS LYING WITHIN THE LAVETA ADDITION TO THE TOWN OF PITKIN, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado ("Board"), by virtue of Colorado law, has authority and is the owner of certain roads and alleys lying within the County of Gunnison; and

WHEREAS, the Board has determined that not all platted roads and alleys are necessary for public access to privately owned property; and

WHEREAS, the Board has received a request to vacate certain portions of streets and alleys lying within the LaVeta Addition to the Town of Pitkin, County of Gunnison, State of Colorado described as follows:

Those certain portions of Summit Street, 7th Avenue, Park Street and Center Street and alleys adjacent to Lots 1 through 32, inclusive, Block 24 and Lots 1 through 4, inclusive, Block 33, and Lots 1 through 4, inclusive, Block 32, lying within the LaVeta Addition to the Towns of Pitkin, according to the official plat recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on October 7, 2020, bearing Reception No: 670075; and

WHEREAS, the vacation of the above described portions of streets and alleys lying within the LaVeta Addition to the Town of Pitkin, will not hinder any property owners of any lands from having access to their respective land nor disrupt existing travel modes or anticipated conditions in traffic or development patterns; and

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare from the vacation of the above described portions of streets and alleys lying within the LaVeta Addition to the Town of Pitkin; and

WHEREAS, the notices required by Colorado law for such vacation have been given and a public hearing on such vacation has been conducted; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the certain portions of streets and alleys lying within the LaVeta Addition to the Town of Pitkin, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

That certain portion of Summit Street adjacent to Lots 1 through 16, Block 24 and Lots 1 and 2, Block 33, inclusive and Park Street adjacent to Lots 17 through 32, Block 24 and Lots 3 and 4, Block 33 and Lots 1 and 2, Block 32, inclusive and Center Street adjacent to Lots 3 and 4, Block 32, inclusive and 7th Avenue adjacent to Lot 1 and 32, Block 24 and Lots 2 and 3, Block 33 and Lots 2 and 3, Block 32, inclusive AND the alley adjacent to Lots 1 through 32, Block 24, inclusive, and Lots 1 through 4, Block 33, inclusive, and the alley adjacent to Lots 1 through 4, Block 32, inclusive, lying within the LaVeta Addition to the Town of Pitkin, according to the official plat recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on October 7, 2020, bearing Reception No: 670075.

It is the specific intent of the Board that the vacation of the above described portions of streets and alleys lying within the LaVeta Addition of the Town of Pitkin shall accrue to and vest in the record owner(s) of adjacent real property pursuant to the provisions of C.R.S. § 43-2-302.

FURTHERMORE, this Resolution is contingent upon and shall not become effective until the recording in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado of the following:

1. The Lot Cluster Agreement executed by Gunnison County and the owner(s) of the respective adjacent property clustering said property and the above described portion of alley lying within the Townsite of Pitkin, County of Gunnison, State of Colorado; and
2. This Resolution.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 1st day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21-14**

A RESOLUTION OPPOSING THE PROPOSED BALLOT INITIATIVE 16 "PROTECT ANIMALS FROM UNNECESSARY SUFFERING AND EXPLOITATION" (PAUSE) ACT

WHEREAS, on March 17, 2021, a citizens’ initiative entitled “Protect Animals from Unnecessary Suffering and Exploitation” (PAUSE) was approved by the Title Board of the Colorado Secretary of State for petition to the November 2022 General Election as Initiative 16; and

WHEREAS, Initiative 16 (PAUSE) would criminalize common and accepted veterinary and animal husbandry practices including spaying and neutering, assistance with difficult births, artificial insemination, pregnancy diagnosis, and fertility testing; and

WHEREAS, Initiative 16 (PAUSE) would redefine these common and accepted veterinary and animal husbandry practices as a “sexual act with an animal;” and

WHEREAS, the economic impact to farmers, ranchers, meat cutters, veterinarians, and other related industries would be tremendous and negative; and

WHEREAS, Gunnison County embraces and celebrates our agricultural heritage and supports our livestock producers and are confident that our producers take great effort to treat their animals humanely; and

WHEREAS, we can all agree that animal cruelty is unacceptable; yet the consequences of this initiative to pet owners, veterinarians, and agriculture producers should also be unacceptable to our community.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Gunnison County, Colorado opposes any version of Initiative 16 (PAUSE) that may be placed on the Colorado ballot.

BE IT FURTHER RESOLVED that the Board urges all citizens of Gunnison County to decline to sign any petition that supports placing Ballot Initiative 16 (PAUSE) on the November 2022 ballot and also encourages all Gunnison County citizens to educate others about the importance of agriculture to the entire State of Colorado and the negative consequences of Ballot Initiative 16 (PAUSE).

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 1st day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: June 17, 2021 Special Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft of the 6/17/2021 BOCC special 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 by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/17/2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
June 17, 2021**

The June 17, 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	Marlene Crosby, Deputy County Manager
Roland Mason, Commissioner [ABSENT]	Matthew Birnie, County Manager [ABSENT]
Liz Smith, Commissioner	Melanie Bollig, Clerk to the Board
	Other Persons Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 4:00 pm.

Resolution Implementing Stage 1 Fire Restrictions in the Upper Crystal River Valley of Gunnison County: Chairperson Houck reminded those attending in person or joining via Zoom that Gunnison County was geographically large and diverse, with the northern part of Gunnison County in a different watershed, connected to the White River National Forest and BLM lands.

Chairperson Houck thanked Sheriff Gallowich for his attendance, and asked him if there were any further recommendation to add to this resolution. Based on the information the Sheriff had gathered earlier, he then added his support of going to Stage 1 Fire restriction. Commissioner Smith also added her support.

With no further discussion, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to approve Resolution 2021-15; A Resolution Implementing Stage 1 Fire Restrictions in a certain part of Gunnison County which was clearly delineated within the resolution, but would be generally referred to here as the northern part of Gunnison County which is in the Colorado River watershed. Motion carried unanimously.

Chairperson Houck then noted that the Fire Council continued to meet weekly with urgency; the Sheriff’s Office was connected to this, as well as Emergency Management; and the County Attorney’s Office knew that the opportunity for more of the restrictions was very possibly forthcoming. Chairperson Houck expressed his appreciation for the diligence of these offices and the County’s partners in monitoring the situation and assured them that the BOCC would be available to be as nimble as possible in authorizing any actions needed. He added that the Board was also working on another resolution to streamline that authority to make sure they could act as quickly as possible to implement fire restrictions when necessary.

ADJOURN: Moved by Chairperson Houck, seconded by Commissioner Smith to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 4:05 pm.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson [ABSENT]

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 2021-15**

A RESOLUTION IMPLEMENTING STAGE 1 FIRE RESTRICTIONS

WHEREAS, the Board of County Commissioners of Gunnison, Colorado ("Board") may adopt ordinances to ban open fires and impose fire restriction stages within those portions of the unincorporated areas of Gunnison County ("County") where the danger of wildfire is found to be high, pursuant to C.R.S. § 30-15-401(1)(n.5); and

WHEREAS, the Board is authorized to prohibit the sale, use, and possession of fireworks, including permissible fireworks, within those portions of the unincorporated areas of the County, pursuant to C.R.S. § 30-15-401(1)(n.7); and

WHEREAS, the Board previously has adopted Ordinance No. 8 a., An Ordinance Establishing a Permanent Process to Periodically Ban Open Fires Within the Unincorporated Areas of Gunnison County, Colorado; and has adopted Ordinance No. 14, An Ordinance Amending Ordinance No. 8 Establishing a Permanent Process to Periodically Ban Open Fires Within the Unincorporated Areas of Gunnison County, Colorado; and

WHEREAS, pursuant to the statutory powers granted to the Board as well as Ordinance No. 8 a. and Ordinance No. 14, the Board has power at any meeting, by resolution, to ban open fires to a degree and in a manner that the Board deems necessary to reduce the danger of wildfires within those portions of the unincorporated areas of Gunnison County where the danger of forest or grass fires is found to be high based on competent evidence; and

WHEREAS, the Board has determined that currently the danger of forest or grass fires in that portion of Gunnison County within the Sopris Ranger District in the White River National Forest, is high at this time and fire restrictions are necessary and appropriate in that portion of Gunnison County within the Sopris Ranger District in the White River National Forest, to reduce the danger of wildfires in Gunnison County.

NOW, THEREFORE, it is resolved that as of 12:01 a.m. local time on June 18, 2021, Stage 1 Fire Restrictions, as defined below, will be in place in the portion of Gunnison County within the Sopris Ranger District in the White River National Forest, and remains in effect until December 31, 2021 or until rescinded, whichever event occurs first.

The following activities are prohibited in Stage 1 Fire Restrictions:

1. Building, maintaining, attending, or using a fire, campfire or stove fire except within a permanent constructed fire grate in a developed campground, developed recreation site, or improved site.
2. Smoking, except within an enclosed vehicle or building, or a developed recreation site or while stopped in an area at least three feet (3') in diameter that is barren or cleared of all flammable materials.
3. The use of fireworks pursuant to C.R.S. §30-15-401(1)(n.7).

This Resolution has immediate effect upon its passage by the Board of Commissioners without further action necessary.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 17th day of June, 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: July 6, 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 7/6/2021 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 approved. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 8/13/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/17/2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
July 6, 2021**

The July 6, 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 Licensing Authority meeting to order at 8:30 am.

- Fermented Malt Beverage Alcohol Beverage License #05-23848-002; Three Rivers Resort Inc dba Three Rivers Resort; Effective Dates 6/21/2021 – 6/21/2022
- Fermented Malt Beverage Alcohol Beverage License #04-00114; Robert Corporation dba Harmel's Ranch Resort; Effective Dates 6/17/2021 – 6/17/2022
- Alcohol Beverage License #07-74205-0002; Crested Butte LLC dba Ice Bar/Rest Twister Warming Hse; Effective Dates 7/15/21 – 7/15/2022
- Alcohol Beverage License #03-04714; Irwin Backcountry Guides LLC dba Taylor River Lodge; Effective Dates 7/06/21 – 7/06/2022
- Special Event Liquor Permit 2021; Adaptive Sports Center of Crested Butte Inc; Effective Day: 8/01/2021 from 5:00 p.m. to 11:30 p.m.

Moved by Commissioner Smith, seconded by Commissioner Mason to approve the Fermented Malt Beverage License for Three Rivers Resort Inc dba Three Rivers Resort, the Fermented Malt Beverage License for Robert Corporation dba Harmel's Ranch Resort, the Alcohol Beverage License for Crested Butte LLC dba Ice Bar/Rest Twister Warming Hse, the Alcohol Beverage License for Irwin Backcountry Guides LLC dba Taylor River Lodge, and the Special Event Liquor Permit for Adaptive Sports Center of Crested Butte Inc for August 1st from 5:00 p.m. to 11:30 pm. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison County Local Liquor Licensing Authority meeting at 8:33 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 8:33 am.

AGENDA REVIEW: There were no changes made to the agenda.

MINUTES APPROVAL: With no changes noted by the Commissioners, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve the meeting minutes for April 6, 2021 and April 20, 2021, as presented. Motion carried unanimously.

1. April 6, 2021 Regular Meeting
2. April 20, 2021 Regular Meeting

SCHEDULING:

1. Calendar of Events: July 6, 2021 to August 20, 2021. No changes were needed during a review of the upcoming Calendar of Events.
2. 2022 Gunnison County Holiday Schedule. After review of the new holiday schedule containing the addition of Juneteenth, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Gunnison County holiday schedule for 2022 as presented. Motion carried unanimously.

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

1. Grant Award; Early Milestones Colorado, Rose Community Foundation; Gunnison-Hinsdale Early Childhood Council; for early childhood workforce strategies; 6/01/2021 to 5/30/2022; \$90,000
2. Rental Agreement; Four Squared, LLC; Gunnison County Juvenile Services - Crested Butte Office; Lease Term 6/1/2021 thru 5/31/2022; \$1100 per month

3. Acknowledgment of County Manager Signature; Intergovernmental Grant Agreement; Department of Public Safety, Division of Criminal Justice; Gunnison County Juvenile Diversion Program; to prevent further involvement of juveniles in the formal justice system; 7/01/2021 to 6/30/2022; \$35,000
4. Intergovernmental Agreement; Montrose County; Gunnison County; Nurse Home Visitor Program; 7/01/2021 to 6/30/2022; \$85,800
5. Contractor Agreement; National Association of County and City Health Officials (NACCHO); Gunnison County Health and Human Services; 2/05/2021 to 7/31/2021; \$22,573
6. Grant Application Approval; Colorado Health Foundation Application; Gunnison County Health and Human Services; for Multicultural Resource Services - Community Based Solutions; 3-Year Project Budget; \$285,010
7. Acknowledgment of County Manager Signature; Contractor Agreement; APC Southern Construction Co LLC; for the paving of CR #811 (Washing Gulch), from CR #317 to the end of existing asphalt; 6/11/2021 to 7/30/2021; \$538,300
8. Memorandum of Understanding; State of Colorado Department of Local Affairs (DOLA); Gunnison County; for technical assistance services to be provided under the Regional Resiliency and Recovery Roadmaps Project (PROJECT); Term is from date of signature by all parties through completion of the PROJECT
9. Acknowledgement of County Manager Signature; Colorado Natural Heritage Program (CNHP) – Colorado State University (CSU) Land Access Agreement; National Wetland Condition Assessment for 2021; 5/15/2021 to 10/15/2021
10. Contractor Agreement; Bethany Montlary; for janitorial services; July 15, 2021 - July 15, 2023; \$48,788

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present for discussion.

1. Library project. CM Birnie let the Board know the concrete wall features of the library were poured last week. He explained that the odd appearance of large concrete pieces sticking up out of the ground will later be tied together with steel and wood, appearing much more like the architect's rendering of the final building. Overall, the front-end needs of this project are going well.
2. Airport project. CM Birnie revealed that they had run into a couple of delays with conditions in the field. These were discovered when they started excavations. He explained that the County does not possess comprehensive plans showing what was built there over the decades and some of the earlier they are just discovering. He noted that they have a good team and they are working through it.
3. Shady Island River Park project. CM Birnie stated that the project is pretty well complete except for the bathrooms which are to be built at a later date. However, they were now waiting on the CDOT permits in order to open.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present for discussion. Deputy County Attorney Emilee Gaebler was also present via Zoom for any questions.

1. Access Easement Agreement; Flying Wolf Ranch, LLC; Mystery Lane access through Shady Island Resort. Deputy County Manager Crosby outlined for the Board that long ago the access for Mystery Lane going across the Shady Island parcel was inadvertently dropped when the property changed hands. Shady Island is now county-owned, and the long-time owners of the Flying Wolf Ranch can only access their property on Mystery Lane where it crosses the Shady Island parcel. They were asking the County for access to their property using Mystery Lane. As the Board found no issues with this agreement, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to approve the Access Agreement for Flying Wolf Ranch, LLC, granting Mystery Lane access through Shady Island Resort as presented today, and to authorize the signatures of the Board. Motion carried unanimously.
2. Employee recognitions. DCM Crosby reminded the Commissioners that annual employee recognitions were scheduled for the Board's next work session to be held Tuesday, 7/13 at 9:30 am. Also, she added that later in the month, they had the retirement party for long-time employee, Lee Partch.
3. Kebler Pass road. DCM Crosby informed the Board that because of all the rain in June, sections of the Kebler Pass road now had potholes and washboard areas that would need to be re-bladed.
4. Cottonwood Pass traffic. DCM Crosby stated that they had checked the traffic counter last Thursday, July 1st, on Cottonwood Pass. Since the opening on Memorial Day, there had been 30,000 across, which was quite a bit more than in past years where counts were done.
5. Washington Gulch Paving. DCM Crosby let the Board know that paving for Washington Gulch would be either next week or the week after, with significant delays expected from Gothic Road to the second cattle guard at the top of the hill. This area would need traffic control.

PUBLIC HEARING: STREET VACATION; A PORTION OF 10TH STREET ADJACENT TO LOTS 2 AND 3, BLOCK 1, (168.65 FEET IN LENGTH), PART OF SECTION 8 & SECTION 17, TOWNSHIP 13 SOUTH, RANGE 90 WEST, SIXTH PRINCIPAL MERIDIAN; SOMERSET, COLORADO; CLIFFORD BREWER AND JEDEDIAH BROWN. Deputy County Manager Marlene Crosby was present for discussion.

1. Open of Public Hearing: Chairperson Houck opened the Public Hearing at 8:52 am.

As DCM Crosby informed the Board that more public information had to happen before they could finish the street vacation, it was then **moved** by Chairperson Houck, seconded by Commissioner Smith to continue the public hearing. It would resume on Tuesday, July 20th, 2021 at 8:50 am in the Board of County Commissioners meeting room. Motion carried unanimously.

Colorado State University (CSU) Subdivision of Wilson Parcel into two parcels; Southwest ¼, Section 25, Township 50 North, Range 1 West N.M.P.M., 1141 State Highway 135; LUC-20-0013: Community Development Senior Planner Rachel Sabbato, and Community and Economic Development Director Cathie Pagano were present for discussion.

Chairperson Houck introduced the item by explaining that Colorado State University (CSU) purchased the Wilson parcel north of town on Highway 135. This is being utilized as the State Forestry Service. They are now wanting a subdivision of the parcel.

Senior Planner Rachel Sabbato introduced those present and on Zoom as: Steve Kellums of CSU in Fort Collins, representing the applicant, via Zoom; Jim Starr of Valley Housing Fund, who was partnering with CSU to potentially buy the southern subdivided lot, in person; and Damon Lange, representing the State Forestry Office in Gunnison, via Zoom. Senior Planner Rachel Sabbato then outlined for the Board that a joint public hearing with the planning commission was held on April 2nd; no issues were found and no public comments were received. This 18.6-acre parcel was to be subdivided into two lots. CSU would retain the larger lot to the north with the house, corrals and shop/barn. The southern lot would be purchased for future affordable housing and possible annexation into the City, if a future option. CSU Extension proposed to renovate the existing house into offices. CDOT recommended moving the current road access south to align with Clark Boulevard. CSU accepted staff's recommendations for access easements. Upon reviewing the plat with the Board, Sr. Planner Sabbato noted that the Board would sign the plat that day, but the Development Improvement Agreement (DIA) had yet to be completed, so the plat and all the attachments would not be recorded until the DIA was executed.

With no questions from the Board, it was moved by Commissioner Mason, seconded by Commissioner Smith to approve Resolution 2021-17, A Resolution Approving Colorado State University Wilson Subdivision Southwest ¼, Section 25, Township 50 North, Range 1 West N.M.P.M., 1141 State Highway 135, Gunnison Colorado. Motion carried unanimously.

BREAK: As the meeting was ahead of schedule, Chairperson Houck elected to take a break from 9:05 am to 9:14 am.

Letter of Support; History Colorado; Gunnison Arts Center (GAC) Grant Application; funding for ongoing renovations to interior of GAC: Commissioner Houck introduced this item by explaining to those listening in the room and via Zoom that this letter of support was for ongoing renovations to the Gunnison Arts Center. He commented that Gunnison County has contributed in the past to this financially as well, in order to preserve and create opportunities in the County. Both Commissioners Smith and Mason added their support to this renovation project. With no further discussion, it was moved by Commissioner Smith, seconded by Commissioner Mason to provide the Board's signatures on the letter of support for the Gunnison Arts Center grant application. Motion carried unanimously.

Presentation and Approval to Purchase; Gunnison Valley Health; 231 W. Tomichi Avenue, Gunnison, Colorado: Wade Baker, Vice-President of Administrative Services at Gunnison Valley Health (GVH), was present for the discussion.

Chairperson Houck introduced the item by reminding those in the room and attending via Zoom that one of the principal areas of connectivity between Gunnison Valley Health and Gunnison County's Board of County Commissioners was in purchasing and acquisitions. VP Wade Baker then went on to explain that Gunnison Valley Health's space issues, as well as current costs of construction, had led him to consider the building at 231 W. Tomichi Avenue – an 8,300 square foot "shell of a building" that would translate to minimal renovation costs. GVH was specifically considering it for rehabilitation and urgent care, and their plans could be adjusted to either short- or long-term solutions. Wade stated that he had approached the owners of the building and found that GVH would be able to purchase it for less than its original cost to build. The purchase price would be \$1.45 million, with an estimated \$1.25 million renovations costs, if fitted for urgent care. Changes to the water connections and the addition of sprinklers were included in the estimate. Wade went on to say that this would be a very good solution for space for at least the next three years, and that their largest issues might be parking, as The Dive restaurant next door presently used the building's parking area extensively.

Chairperson Houck noted, from the information GVH provided in their packet, that their financial standing was very strong; both Commissioners Mason and Smith expressed strong support for the location as well as the building renovation opportunity. After consulting with County Attorney Matthew Hoyt regarding the need for motion and delegation of authority, it was **moved** by Commissioner Mason, seconded by Commissioner Smith to approve the purchase by Gunnison Valley Health of 231 W. Tomichi Avenue, Gunnison, Colorado, and to delegate signing authority to Wade Baker, Vice-President of Administrative Services. 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 9:35 am for the next agenda item.

COMMISSIONER ITEMS:

Commissioner Smith

1. Whetstone Process Committee. Commissioner Smith let the Board know that the first meeting kicks off on Thursday, July 8th, and that she will be attending, keeping the Board up-to-date with project details as they progress. She expressed her excitement to be moving forward with affordable housing on the Whetstone parcel.
2. Wonderland Nature School. Commissioner Smith announced that the school opened on Monday, July 5th, however they were not yet operating to full capacity. Finding workers to support the infrastructure – a valley-wide issue – and delays in licensing the infant room were reasons given. She explained that classes for licensure were only offered once a year, and this would be later in the fall. She also invited everyone to the ribbon-cutting, set for July 23rd.
3. Housing. Commissioner Smith noted when listening to a recent Colorado Sun podcast, that they reported 30% of Coloradoans are behind on rentals and mortgage. The national moratorium on evictions ends July 31st, and this was believed to be its last extension. She added that this was something they should be aware of as they watch for local ramifications.
4. Mountain Migration Report. Commissioner Smith relayed that this report covered Routt, Grand, Eagle, Summit, Pitkin, and San Miguel counties. Though it did not include Gunnison County specifically, she felt the data was relevant to Gunnison County. Commissioner Smith focused on the short-term rental issues – stating the report showed there hadn't been a mass conversion to short-term rentals, just an increase in use and for longer durations. Also, she saw that new residents to mountain resort communities had younger children – in the 0 years to Pre-K range. She felt this might put more pressure on childcare and education in these communities.
5. Club 20. Commissioner Smith stated she would be attending Club 20's upcoming Summer policy meetings. Topics to be covered included telecom, healthcare, business affairs, transportation, and tourism. She added that she would not be able to attend this week's meetings, but would attend the meetings held in two weeks which would cover agriculture, water, public lands, natural resources, and energy.

Commissioner Mason

1. Counties & Commissioners Acting Together (CCAT). Commissioners Smith and Mason both attended this conference. Topics of note were the transportation bill that passed this year and would be coming into effect in 2023. Affordable Housing was a large topic. The Front Range was dealing with how to manage homelessness, while mountain communities were looking at workforce shortages. Commissioner Mason noted that this all led to the need for sustainable housing, access to existing housing, building housing, and the overall supply. He also reported that there would be \$550 million to be released initially for affordable housing in the next year or so. He pointed to Chairperson Houck's idea to work on local leveraging for housing funds; i.e. where the community would put up funding that was to be matched by state funds. Commissioner Mason supported a continued effort to advocate for this approach.
2. Colorado healthcare reform. Commissioner Mason stated Coloradoans should see more choices in the Connect for Colorado marketplace, as well as lower costs and deductibles.
3. Short-term rentals. Commissioner Mason found that counties do have the ability to license short-term rentals. He was supportive of Gunnison County looking into this during their upcoming strategic planning sessions.

CONSERVATION EASEMENT GRANT AWARD AGREEMENTS:

1. **Gunnison Ranchland Conservation Legacy; for Antelope Creek Ranch project; \$100,748**
2. **Gunnison Ranchland Conservation Legacy; for Bar IV Ranch project; \$103,300**
3. **Gunnison Ranchland Conservation Legacy; for Flying W Ranch project; \$112,691**
4. **Gunnison Ranchland Conservation Legacy; for Wildcat Gulch Ranch project; \$103,000**

Present for discussion were Gunnison County Geographic Information (GIS) Manager Mike Pelletier, and Gunnison Ranchland Conservation Legacy (GRCL) Executive Director Stacey McPhail.

Chairperson Houck introduced the award agreements by explaining that Mike Pelletier worked on these conservation awards through his department with the County, and Stacey partnered with the GGRCL for typically ag-related opportunities for land preservation. The land preservation funds were monies the County could activate to assist in meeting its conservation goals.

GIS Manager Mike Pelletier then introduced the four land conservation projects that had already been approved at the Land Preservation Board's December 3rd, 2020 meeting. He highlighted that conservation easement across the valley covered roughly 20% of private lands. He also noted that all four projects utilized the Natural Resource Conservation Services (NRCS) grassland funds as their primary funding source, and all had Sage-grouse benefits. The grant agreements had been reviewed and approved by the County Attorney's Office.

Stacey McPhail also noted that these four projects represented a wide array of types of owners, with ag-use and Gunnison Sage-grouse habitat in common between all four. She outlined the conservation advantages for all four properties and concluded by noting that Gunnison County had already helped to

conserve over 27,607 acres, and that every one of these landowners was absolutely appreciative of the County's support.

All the Board expressed their thanks for the conservation efforts and noted the value to the community. With no questions from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to approve the conservation easement grant awards for the following projects: for the Gunnison Ranchland Conservation Legacy Antelope Creek Ranch project, \$100,748; for the Gunnison Ranchland Conservation Legacy Bar IV Ranch project, \$103,300; for the Gunnison Ranchland Conservation Legacy Flying W Ranch project, \$112,691; and for the Gunnison Ranchland Conservation Legacy Wildcat Gulch Ranch project, \$103,000. Motion carried unanimously.

CHANGE OF AGENDA: As they were slightly ahead of time on the agenda, Chairperson Houck elected to move to Commissioner Items until the allotted time of 9:55 am for the next agenda item.

COMMISSIONER ITEMS:

Commissioner Mason

1. Attended the Elected Officials dinner last Wednesday, June 30th. Commissioner Mason stated that he and Chairperson Houck attended. The meeting had a long discussion surrounding affordable housing for Gunnison, as well as high priority projects coming out of Gunnison, Crested Butte and other locations. Commissioner Mason stressed the need to communicate well and express where the County's goals are. Chairperson Houck noted also that short-term are having an effect on housing.
2. Attended the Mayors & Managers meeting in Pitkin. Commissioner Mason stated a hot topic there was broadband. That area has inconsistent service, with phone service out at one point for six to seven days and little response from the carrier. Commissioner Mason wants to work with Pitkin through Region 10 to see what can be done, as funding for rural broadband improvements had just been released in Colorado.

RESOLUTION; A RESOLUTION ADOPTING A SCHEDULE OF FEES FOR THE SHADY ISLAND RIVER PARK: Facilities and Grounds Director John Cattles, and Community and Economic Development Director (CEDD) Cathy Pagano were present for discussion.

Chairperson Houck summarized that the new River Park was only waiting for CDOT to give the go-ahead for striping to be done and finishing the entrance. The Board would continue the fees discussion and take action on how to implement a fee structure to support the park.

CEDD Cathy Pagano stated that up for consideration was a draft of their resolution with the accompanying exhibit of proposed fees schedule. She explained they had worked through a process of fact finding with the area guides and outfitters on an area to be reserved parking, but had come to questions like how to enforce this reserved area, and what was fair to charge. Since they recognized it was later in the season now, the decision was made to set that issue aside for the year and study other, similar areas and how they charge/enforce these reserved spaces for guides and outfitters. After the fact finding, CEDD Pagano would then like to give recommendations for next year's season, rather than putting restrictions into effect mid-season. She proposed adoption of individual parking fees for now, with overnight camping fees to come as the sites are completed.

Further discussion included topics around: time allowed for drop off/pick up with no fees; closing of vehicle access to the river across the highway by CDOT; how best to enforce fees in the future; what is being done this year for commercial use; and collaboration in gathering data on this. The decision was made to keep fees in line with covering maintenance of the park, not as a money maker but to serve the public well. At this point, they concluded the forecasted costs and expected revenues were fairly close together.

With direction to later add public ethics and funding messaging to park signage for 2022, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to adopt Resolution 2021-18, A Resolution Adopting a Schedule of Fees for the Shady Island River Park. Included in the approval of this resolution was the inclusion of Exhibit A, with the language, "accommodating 16 people and 4 vehicles" under "Group Campsite" to be stricken from the exhibit. Motion carried unanimously.

DISCUSSION CONCERNING BOARD COMMENTS ON GRAND MESA, UNCOMPAHGRE AND GUNNISON (GMUG) NATIONAL FOREST PLAN REVISION: Chairperson Houck introduced the discussion by explaining that the entire GMUG forest plan is going through revision. Gunnison County and 11 other counties touch on this forest area and are all involved in this process; Chairperson Houck noted he has been representing the County for years now in this effort. The Forest Service was now asking for feedback from the cooperating agencies on a draft proposal, but their timeline was very quick, so Commissioner Houck suggested that they follow the lead of several other counties in asking for an additional two weeks' time to allow for feedback. He asked for the Board's approval to send a formal request letter to the Forest Supervisor, Chad Stewart, in Delta, asking on behalf of Gunnison County for a two-week extension to review the plan.

Chairperson Houck also gave a quick overview of some of the issues he wanted to see addressed in the revised forest plan, issues such as: specific rules for the use of UTVs, ATVs and different types of mountain bikes; a robust economic analysis expanded beyond timber, oil and gas; and climate change impact on the forest. He stressed that the additional two weeks of time would be needed for a more robust feedback.

After a suggestion by County Manager Birnie to ask for a delegation of authority in order to make timely responses to the cooperating agencies, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to delegate authority to Chairperson Houck to submit comments on the GMUG National Forest Plan Revision. Motion carried unanimously.

An additional note was made that the original deadline date was for July 16th, and the County would be asking to have it moved to July 30th.

UNSCHEDULED CITIZENS:

1. Jim Starr of Valley Housing Fund; present in the room. Jim Starr deferred to Tim Szurgot via Zoom.
2. Tim Szurgot – a resident of Wild Bird subdivision, up Slate River valley. Tim started by introducing himself as one of many citizens leading the charge to help protect the Slate River Valley from overdevelopment. He let the Board know that his petition for marking the area as a special geographic area now had over 1,700 signatures, and the list was still growing. He asked the County to continue to find ways to protect the fragile wildlife habitat. At the end of his statement, Chairperson Houck requested for Tim to be sure to email a copy of his presentation to the Board, as well.
3. Jim Starr of Valley Housing. Jim followed up on Tim’s comments regarding a special geographic area. He cited a section of the Land Use Regulations (LUR), Section 2-1 of 2 and Section 1-110. He noted that the purpose of these sections is to establish a process whereby the County can designate certain areas for specialized land use regulations, and also gives procedures for citizens to request a special designation. Jim asked the Board, Community and Environmental Director, and Planning Commission to consider this process for designating the Slate River Valley as a special geographic area, protecting a high quality, valuable water supply and wildlife habitat. He concluded that a 5,000 plus square foot structure has no place in this fragile floodplain.

COMMISSIONER ITEMS:

Commissioner Mason:

1. Added note to Counties & Commissioners Acting Together (CCAT). Commissioner Mason wanted to give notice that CCAT was considering a potential increase of dues for counties in order to facilitate more staff for director assistance. Chairperson Houck added that when 2022 dues for various organizations came in, then the Board, along with County Manager Birnie could determine if the value was still there to justify the increases.

Chairperson Houck:

1. Volunteer appreciation dinner for the COVID response. CM Matthew Birnie represented the County, and Chairperson Houck expressed his thanks to CM Birnie for this, noting CM Birnie’s participation in the vaccine clinics over a significant amount of time. In all, volunteers had donated over 20,000 hours.
2. Counties & Commissioner Acting Together (CCAT). Chairperson Houck was also able to participate in some of the elements of the CCAT conference.
3. Appointment to a technical working group for the wolf reintroduction. Chairperson Houck added that one of the main reasons he was selected for this group was his active role as a voting member on the Gunnison Basin Sage-grouse Strategic Committee. Unfortunately, the wolf reintroduction meetings would be in conflict with the Sage-grouse Strategic Committee’s meeting times, so he was arranging to have Commissioner Smith take his spot as voting member. Chairperson Houck added that he would work with CM Birnie on the language for this and for other possible agency changes as well.
4. Sustainable Tourism & Outdoor Recreation (STOR) committee meeting last week. Chairperson Houck reported a main portion of the discussion dealt with managing a marketing balance, and working on managing impacts with Gunnison County’s federal partners. He also noted a subcommittee would be meeting the next week to deal with waste management issues for the Crested Butte RV dump station. A final topic discussed at the meeting was the huge increase in volume of visitors, and the advantage of collaboration nationwide with other areas seeing a significant increase in visitors.
5. Upcoming meetings for the week. Chairperson Houck listed meetings he planned to attend that week, including National Association of Counties (NACO), Colorado Caucus, Alpine Steering Committee, and Western Interstate Region. As a reminder for the Board, he added that there would be a Joint Planning Commission meeting coming up on Friday at the Blackstock building, 2nd floor.

RECESS: Chairperson Houck recessed the regular meeting at 10:49 am, in order to go in to 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 go 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. The participants in the Executive Session would include the full Board of County Commissioners, County Manager Matthew Birnie, County Attorney Matthew Hoyt, Assistant County Attorney Alex San Filippo-Rosser, and Community Development Director Cathie Pagano. Commissioner Smith seconded the motion, and the motion carried unanimously.

The Board went into executive session at 10:51 a.m. The executive session was held in the BOCC Boardroom, 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

At 11:35 am, 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 then directed the Gunnison County Attorney’s Office to continue the negotiations that they have been working on.

At 11:36 am, Chairperson Houck opened a second Executive Session.

Executive Session Pursuant to Colo. Rev. Stat. §24-6-402(4)(b): Conference with the County Attorney, Deputy County Attorney or Assistant County Attorney to receive legal advice in relation to Lake Irwin Coalition, Inc. v. Smith, 1:19-cv-01056 (D. Colo.) and High Lonesome Ranch, LLC v. Bd. of Cty Cmrs of Garfield Cty., 1:17-cv-01260 (D. Colo.): Chairperson Houck **moved** to go into Executive Session, pursuant to C.R.S. §24-6-402 (4) (b), conference with a county attorney, deputy county attorney, or assistant county attorney, for the purposes of receiving legal advice in relation to the Lake Irwin Coalition, Inc. v. Smith, and High Lonesome Ranch, LLC vs. Bd of Cty Cmrs of Garfield Cty. The participants in the Executive Session would include the full Board of County Commissioners, County Manager Matthew Birnie, County Attorney Matthew Hoyt, and Assistant County Attorney Alex San Filippo-Rosser. Commissioner Smith seconded the motion, and the motion carried unanimously.

The Board went into executive session at 11:37 a.m. The executive session was held in the BOCC Boardroom, 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

At 11:55 am, 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, on behalf of the Board, then directed Gunnison County Attorney Matthew Hoyt and the Gunnison County Attorney’s Office to enter into a “friend of the court” status with the High Lonesome Ranch, LLC v. Bd. of Cty Cmrs of Garfield Cty. case, as it moves forward.

ADJOURN: Moved by Commissioner Mason, seconded by Chairperson Houck, to adjourn the Gunnison County Board of Commissioners Regular Meeting. Motion carried unanimously. The meeting was adjourned at 11:56 am.

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 – 17**

A RESOLUTION APPROVING COLORADO STATE UNIVERSITY WILSON SUBDIVISION
SOUTHWEST ¼, SECTION 25, TOWNSHIP 50 NORTH, RANGE 1 WEST N.M.P.M.,
1141 STATE HIGHWAY 135, GUNNISON COLORADO
LUC-20-00013

WHEREAS, Colorado State University (CSU) represented by Fred Haberecht, proposes to subdivide the existing Wilson Subdivision that is approximately 18.6 acres into two new parcels, located at 1141 State Highway 135. These parcels are indicated as Lot 1 (the southern lot) and Lot 2 on the Plat. One main entrance will provide access for both lots and will be located across State Highway 135 from Clark Blvd. Water supply will be by the existing central well and augmentation water from the Upper Gunnison River Water Conservancy District and sewer by connection to the North Gunnison Sewer line. The intent of Colorado State University, the applicant, is to retain Lot 2 (15.13 acres) for the purpose of relocating the Colorado State Forest Service office currently located at Western Colorado University. Current structures will remain and new uses include interior remodel of the existing single-family residence to office spaces. The Colorado State Forest Service is the lead state agency that approves Community Wildfire Protection Plans (CWPP's). CSU supports the development and implementation of CWPP'S with our local field experts and our Colorado Wildfire Risk Assessment data. A previously proposed greenhouse has been removed from the application.

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on April 2, 2021. The Gunnison County Planning Commission approved a Recommendation of conditional approval of the *COLORADO STATE UNIVERSITY WILSON SUBDIVISION* on May 21, 2021, and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on July 6, 2021, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's May 21, 2021 Recommendation, with the following Findings and Conditions of Approval:

Findings:

The Board finds that:

1. The Planning Commission classified the application as a Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A, 2-4 Units*.
2. The land use change complies with all applicable requirements of the *Gunnison County and Use Resolution* and *Section 6-10: Standards of Approval for Minor Impact Projects*.
3. A Gunnison Sage-grouse Habitat Site Specific Analysis was completed July 1, 2020 by Aleshia Rummel, Gunnison Conservation District Wildlife Biologist. The analysis states that this proposal will not adversely impact the Gunnison Sage-grouse or their habitats.
4. The proposed two-lot subdivision is compatible with existing development in the neighborhood and will result in no significant net adverse impacts to the neighborhood. A greenhouse is not part of this project scope.
5. The property is within 400 feet of the North Gunnison Sewer line, and any uses requiring wastewater treatment shall connect to the North Gunnison Sewer line.
6. The applicant provided a copy of Well Permit No. 83157-F. This permit was issued on May 2, 2019 to use an existing well, constructed in 1966. The use of the well is limited to drinking and sanitary purposes in a commercial building and the irrigation of not more than 4,800 square feet of lawn and garden. The permit was approved on the condition that this well is operated in accordance with the Upper Gunnison River Water Conservancy District's Augmentation Plan.
7. A new entrance to access both lots 1 and 2 will be located across from Clark Boulevard on State Highway 135.
8. The applicant has been amenable to recommendations for future connectivity options. The applicant has expressed their support and willingness to allow for a future trail/recreation path on the subject parcel along the State Highway 135 frontage and an east-west access easement along the subdivision lot line.
9. A gap in title has been identified for a narrow strip of land outside the western property line and a quiet title action has been initiated to resolve the issue. No impacts to the current application are anticipated. The resolution of the quiet title action is not contemplated as part of this review to include a third legal, subdivided parcel.
10. This application is consistent with the standards and requirements of this *Resolution*.
11. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A public access easement shall be granted along the utility easement that extends from the State Highway 135 entrance along the subdivision boundary line to the west side of the parcel. It is illustrated on the plat and shall be activated once need is demonstrated, funding is in place and engineered plans have been secured. An easement agreement titled, "Dedication of Public Access and Utility Easements" is in place and recorded at the Gunnison County Clerk and Recorder's office, Reception No. _____.
1. A private utility easement agreement titled, "Dedication of Private Utility Easement" is in place and recorded at the Gunnison County Clerk and Recorder's office, Reception No. _____.
3. A trail easement within the County 40-foot right of way, parallel to State Highway 135 shall be installed at a future time after securing funds and location specifications. This is not shown on the plat. A trail easement shall be overlaid on the existing County 40-foot right of way and shall be amended when the details of the trail are established.
4. A Land Use Change permit application shall be required to absorb the parcel of land that is part of the quiet title action to one or both of the subject parcels. In no case, shall the resolution of the quiet title result in an additional legal lot, as defined in the Gunnison County Land Use Resolution, at any point.
5. A Development Improvement Agreement (DIA) shall be executed prior to construction commencing pursuant to Section 16-118: *Development Improvement Agreement Required* and shall include the following:
 - a) Roads- "Gunnison Hwy 135 Access Permit No 319030 Plan and Profile", dated March 12, 2019 by Kimley Horn.
 - b) Sewer infrastructure- CSU ALTA Survey with sewer taps, dated July 27, 2018.
 - c) Landscaping – Stamped "Drainage and Landscaping Plan" dated September 18, 2020 by CSU Facilities Management.
6. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder. The applicant shall ensure that the plat will contain required language addressing concerns with domestic animals, fencing and ditch maintenance, pursuant to Section 1-105. L.8.e. of the *Land Use Resolution*.
7. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
8. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
9. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
10. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
12. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
13. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. 2021-00013 COLORADO STATE UNIVERSITY WILSON SUBDIVISION, is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 6th day of July, 2021.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

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

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 21 – 18

A RESOLUTION ADOPTING A SCHEDULE OF FEES FOR THE SHADY ISLAND RIVER PARK

WHEREAS, the Gunnison County Board of Commissioners owns and operates the Shady Island River Park and is authorized by law, including but not limited to C.R.S. §§ 30-11-102 and 30-11-107, to impose fees on persons who use the Park;

WHEREAS, the Gunnison County Board of County Commissioners has reviewed and discussed in a public meeting the fee schedule and operations at Shady Island River Park;

WHEREAS, the primary purpose of collecting fees for use of the Shady Island River Park is to defray the costs and expenses of administration, operation and maintenance of the Park;

WHEREAS, such fees are imposed only upon persons who use the Shady Island River Park;

WHEREAS, Gunnison County has determined that the fee amounts adopted by this Resolution bear a reasonable relationship to the costs of administration, operation and maintenance of the Park; and WHEREAS, the Gunnison County Board of County Commissioners has determined that the Shady Island River Park affords a public benefit to the residents of and visitors to Gunnison County;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the schedule of fees for Shady Island River Park attached as Exhibit A to this Resolution is hereby adopted to support the ongoing administration, maintenance and operation of the Park. Such fees shall be reviewed and amended as needed by subsequent Resolution of the Board.

This Resolution shall remain in effect until amended or superseded by subsequent Resolution.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 6th day of July, 2021.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

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

EXHIBIT A

**GUNNISON COUNTY SHADY ISLAND RIVER PARK FEE SCHEDULE
Adopted by the Gunnison County Board of Commissioners**

ACTIVITY	FEE
DAY PASS: Valid for one day of parking to access River Park	\$5
WEEKLY PASS: Valid for seven (7) consecutive days for use as a parking pass to access the River Park	\$15
ANNUAL PASS: Valid for use during one calendar year as a parking pass to access the River Park	\$40 **Only in 2021 the fee shall be \$30
OVERNIGHT CAMPING PASS: Valid for one night of camping; a parking pass is also required for each vehicle	\$20
GROUP CAMPSITE: Valid for one night of camping; a parking pass is also required for each vehicle.	\$40

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

August 17, 2021 – September 30, 2021

As of 8/13/2021

Board of County Commissioners

- BOCC Regular Meeting**
August 17, 2021, All Day @ BOCC Boardroom
[More Details](#)
- Planning Commission: Joint Public Hearing (cont'd)**
August 20, 2021, 9:00 AM - 9:30 AM @ Planning Commission Room
Continued Joint Public Hearing - Dos Rios Village Townhomes
[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](#)
- Mayors & 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](#)
- BOCC Regular Meeting**
September 21, 2021, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Work Session**
September 28, 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; Colora

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is Amendment #4 of an ongoing contract for Emergency Preparedness work with DHHS. Master contract reviewed with Amendmt #3 for 6/15/21 consent agenda is being included again here.

Fiscal Impact: \$93,600

Submitted by: M. Bollig for Joni Reynolds

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

An additional contract adding \$93,600.00 to the EPR grant for an Epidemiology Position. It will need to be added to budget and HHS will need to hire a new person for it.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 8/5/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 8/5/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/17/2021

CONTRACT AMENDMENT #4**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2020*0248
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Street Gunnison, Colorado 81230	Amendment Contract Number: 2022*0101 Amendment #4
Contract Performance Beginning Date: July 1, 2019	Current Contract Expiration Date: June 30, 2022

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2020*0248	\$23,152.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$23,152.00
Contract Amendment #1	2020*0248 Amendment #1	\$0.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$0.00
Contract Amendment #2	2020*0248 Amendment #2	\$22,470.00	\$0.00	\$0.00	07/01/2020-06/30/2021	\$22,470.00
Contract Amendment #3	2022*0101 Amendment #3	\$22,515.00	\$0.00	\$0.00	07/01/2021-06/30/2022	\$22,515.00
Contract Amendment #4	2022*0101 Amendment #4	\$93,600.00	\$0.00	\$0.00	08/09/2021-06/30/2022	\$93,600.00
Current Contract Maximum Cumulative Amount						\$161,737.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p align="center">CONTRACTOR</p> <p align="center">Gunnison County Department of Health and Human Services</p> <p>DocuSigned by: <i>Matthew Birnie</i> DF57D9FBAE8C463...</p> <p align="right">By: Signature</p> <p>Matthew Birnie</p> <hr/> <p align="center">Name of Person Signing for Contractor County Manager</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <p align="center">2021-08-05</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis, Governor</p> <p align="center">Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by: <i>Lisa McGovern</i> 2EDE870A1A7D4EC...</p> <p align="right">By: Signature</p> <p>Lisa McGovern</p> <hr/> <p align="center">Name of Executive Director Delegate Procurement & Contracts Section Director ft</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <p align="center">2021-08-05</p> <p>Date: _____</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Travis Yoder
368E8AEC06514C4...

By: Signature

Travis Yoder

Name of State Controller Delegate
Controller

Title of State Controller Delegate

2021-08-05

Amendment Effective Date: _____

-- Signature and Cover Pages End --

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **August 9, 2021**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2022**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to upgrade the public health department’s ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

The Parties now desire to increase funding and change Statement of Work for the following reason: to add Regional and Epidemiologist activities to the contract.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Parties now agree to add Exhibit D, Statement of Work, to the agreement for the following reason: to issue an additional fiscal year 2022 statement of work that will include epidemiology related activities.
- C. The Parties now agree to modify Exhibit C, Budget, of the agreement. Exhibit C, Budget, is deleted and replaced in its entirety with Exhibit C, Budget, attached to this Amendment for the following reason: to issue the fiscal year 2022 budget.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



**Office of Emergency Preparedness and Response
Budget Justification Form
Contract Routing # 2022*0101 Amendment #4**

Contractor Name	Gunnison County
Budget Period	FY Year 22
Project Name	Public Health Emergency Preparedness Program (PHEP)

Expenditure Categories					Previous Total Funds Awarded	Additional Funds For Amendment #4	New Contract Total Amount
Personal Services							
Position Title	Description of Work - for salaried employees	Gross or Annual Salary	Fringe	Percent of Actual Time (% FTE) on Contract			
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Position Title	Description of Work -for hourly employees	Hourly Wage	Hourly Fringe	Percent of Actual Time (% FTE) on Contract			
EPR Coordinator	12/Hours week for 52 Weeks	25.09	\$6.50	30.00%	\$19,712.16		\$19,712.16
Epidemiology Position	35/hrs week for 52 weeks (1820 hours)	31.23	\$13.00	100.00%		\$80,498.60	\$80,498.60
							\$0.00
							\$0.00
							\$0.00
Total Personal Services					\$19,712.16	\$80,498.60	\$100,210.76
Supplies & Operating Expenses							
Item	Description of Item	Rate	Quantity				Total Amount Requested from CDPHE
Operating supplies	Operating supplies				\$8.90	\$0.23	\$9.13
							\$0.00
Total Supplies					\$8.90	\$0.23	\$9.13
Travel							
Item	Description of Item	Rate	Quantity				Total Amount Requested from CDPHE
EPR Coordinator Required Meetings - 2 Conferences:							
Lodging	2 Nights each trip @ 125 per night x 4		125	2	\$250.00		\$250.00
travel-transportation	travel mileage-1 trip-Denver (402 miles) 1 trip-GJ (250 miles)-652x.65/mile		0.56	652	\$365.12		\$365.12
per diem	\$66 per day x 4 days		66	2	\$132.00		\$132.00
Epidemiology Position travel to West Central PH Region:							
EPI travel-transportation	Travel mileage - West Central PH Region		0.56	3893		\$2,180.08	\$2,180.08
EPI Lodging	12 Nights each trip @ 135 per night x 12		135	12	\$1,620.00		\$1,620.00
EPI per diem	\$66 per day x12 days		66	12		\$792.00	\$792.00
							\$0.00
Total Travel					\$747.12	\$4,592.08	\$5,339.20
Other Costs							
Item	Description of Item	Rate	Quantity				Total Amount Requested from CDPHE
							\$0.00
Total Other Costs					\$0.00	\$0.00	\$0.00
Contractual (payments to third parties or entities)							
Item	Subcontractor Entity Name and/or Description of Item	Rate (if applicable)	Quantity (if applicable)				Total Amount Requested from CDPHE
							\$0.00
Total Contractual					\$20,468.18	\$85,090.91	\$0.00
TOTAL DIRECT COSTS							\$105,559.09
Indirect Costs							
Item	Indirect Cost Percentage						Total Amount Requested from CDPHE
Indirect cost rate	10%				\$2,046.82	\$8,509.09	\$10,555.91
Indirect cost rate							\$0.00
TOTAL INDIRECT COSTS							\$10,555.91
TOTAL BUDGET					\$22,515.00	\$93,600.00	\$116,115.00

EPI STATEMENT OF WORK
To Original Contract Number 2020*0248

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description:

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state, and local levels. The Public Health Emergency Preparedness (PHEP) cooperative agreement provides technical assistance and resources to support state, local, tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations throughout Colorado, to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. The Centers for Disease Control and Prevention (CDC) established the PHEP program to build public health emergency response capabilities both nationally and locally. The PHEP funding allows local public health agencies to identify response strategies that align with local community needs to manage local jurisdictional response.

III. Definitions:

1. CDC- Centers for Disease Control and Prevention
2. CDPHE-Colorado Department of Public Health and Environment
3. CO-SHARE-Colorado State Health and Readiness Exchange
4. CEDRS-Colorado Electronic Disease Reporting System
5. Cooperative Agreement-A legal instrument that includes sponsor involvement and facilitate the transfer of something of value from federal agencies to states, local governments and private recipients for a public purpose or benefit
6. COVID-19-A highly contagious respiratory disease cause by the SARS-CoV-2 virus
7. EPR-Emergency Preparedness & Response
8. HCC-Healthcare Coalition
9. Hepatitis A - a highly contagious, short-term liver infection caused by the hepatitis A virus.
10. LPHA-Local Public Health Agency
11. NORS- National Outbreak Reporting System
12. OEPR-Office of Emergency Preparedness & Response
13. PHEP-Public Health Emergency Preparedness

IV. Work Plan:

Goal #1: To protect the health of Coloradoans by increasing capacity for preparedness, response, and recovery during public health emergencies.	
Objective #1: No later than the expiration date of the Contract, improve public health surveillance and epidemiologic investigation activities in local public health jurisdictions/regions.	
Primary Activity #1	The Contractor shall participate in epidemiology-related meetings.

EXHIBIT D

Sub-Activities #1	The Contractor shall participate in CDPHE coordinated regional epidemiologist conference calls occurring on the first and third Wednesday of every month from 9:30am to 10:30am.
Primary Activity #2	The Contractor shall participate in a minimum of one (1) conference or one (1) training for professional development.
Primary Activity #3	The Contractor shall assess public health surveillance data to strengthen surveillance and detection systems and epidemiological processes.
Sub-Activities #1	The Contractor shall assess disease reporting metrics reports supplied by CDPHE for the clinical laboratories and hospitals within the Contractor's jurisdiction/region.
Sub-Activities #2	The Contractor shall assess disease investigation metrics reports supplied by CDPHE for the Contractor's jurisdiction/region.
Sub-Activities #3	The Contractor shall resolve issues identified in CDPHE provided: <ul style="list-style-type: none"> a. Reporting metrics reports b. Investigation metrics reports
Primary Activity #4	The Contractor shall complete a surveillance data analysis project on a CDPHE approved topic relevant to the Contractor's jurisdiction/region. The topic or focus of the project is at the Contractor's discretion.
Primary Activity #5	The Contractor shall share public health surveillance data, reports, and concepts, with community organizations, at a minimum of every six (6) months.
Sub-Activities #1	The Contractor shall present a surveillance or epidemiologic topic during a minimum of one (1) Health Care Coalition meeting within the Contractor's jurisdiction/region. Examples of topics include: <ul style="list-style-type: none"> a. Sharing surveillance data b. Discussing the agency or region's epidemiological response plan c. Reviewing an outbreak investigation d. Reviewing the role of epidemiology in emergency preparedness and response e. Sharing epidemiological tools that can be used in emergency preparedness and response f. Training for HCCs to address identified gaps
Sub-Activities #2	The Contractor shall present a minimum of one (1) surveillance or epidemiologic topic to a public health or community organization within the Contractor's jurisdiction/region.
Sub-Activities #3	The Contractor shall share surveillance reports with public health associates and stakeholders within the Contractor's jurisdiction/region, at a minimum of every six (6) months.

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Primary Activity #6	The contractor shall perform complete disease case and outbreak investigations to implement appropriate disease control and mitigation activities.
Sub-Activities #1	The Contractor shall work with each LPHA in their jurisdiction to create or update a plan that will be used to maintain access to the following trained personnel: <ul style="list-style-type: none"> a. Staff that monitor routine jurisdictional surveillance b. Staff that monitor routine epidemiological investigation systems c. Staff that support surge requirements in response to threats
Sub-Activities #2	The Contractor shall monitor the “follow-up outcome” in the “contact attempts” section of CEDRS for diseases/conditions for which the LPHA has primary investigatory responsibilities
Sub-Activities #3	The Contractor shall resolve any issues identified with LPHA disease investigation follow up outcomes.
Primary Activity #7	The Contractor shall participate with other regional associates in the development of communicable disease elements in the Regional Integrated Preparedness Plan.
Primary Activity #8	The Contractor shall support disease prevention and response among people at higher risk of communicable disease infections through activities such as: <ul style="list-style-type: none"> a. Planning test sites b. Planning vaccine clinics c. Providing educational materials to community organizations d. Providing presentations to community organizations e. Facilitating or participating in tabletop or other exercises
Primary Activity #9	The Contractor shall update via email the CDPHE Communicable Disease After-Hours contact list as information changes. This list is used to communicate and respond to urgent communicable disease situations with agencies in their jurisdiction outside of business hours.
Primary Activity #10	The Contractor shall respond to incidents with public health implications in order to implement appropriate disease control and mitigation activities.
Primary Activity #11	The Contractor shall resolve completion issues in their jurisdiction/region related to timely and complete submission of National Outbreak Reporting System (NORS) forms submitted to CDPHE more than two months following the first illness onset of the following outbreaks: <ul style="list-style-type: none"> a. Waterborne and foodborne disease outbreaks b. Enteric disease outbreaks transmitted by contact with environmental sources c. Infected people or animals d. Unknown modes of transmission.
Primary Activity #12	The Contractor shall resolve completion issues in Outbreak Summary Reports for outbreaks

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	<p>that occur within the regional epidemiologist’s jurisdiction/region that contain at a minimum the following elements:</p> <ol style="list-style-type: none"> a. Background b. Investigation start date c. Methods d. Results e. Discussion/conclusions f. Recommendations
Primary Activity #13	The Contractor shall participate in After Action Report Activities such as planning, participation, and/or report preparation for responses to real world events such as hepatitis A and COVID-19.
Primary Activity #14	The Contractor shall participate in a real situation of need or urgency outside of the Contractor’s jurisdiction/region as requested by CDPHE.
Primary Activity #15	The Contractor shall administer a laboratory testing practices survey developed by CDPHE for the clinical laboratories within the Contractor’s jurisdiction/region to assess testing.
Sub-Activities #1	The Contractor shall contact labs to complete the survey.
Primary Activity #16	<p>The Contractor shall support the surveillance and epidemiologic components of preparedness and response plans within the Contractor’s jurisdiction/region such as:</p> <ol style="list-style-type: none"> a. Planning development b. Planning updates c. Annual review of plans
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall utilize the Grant Reporting Spreadsheet to track progress and completion of activities and compliance with requirements within their jurisdiction/region. The spreadsheet is located in CO-SHARE and is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/state.co.us/co-share/home 3. CDPHE will assist you in accessing CO-SHARE if needed. Requests for assistance shall be submitted to the OEPR Systems Integration Team via email to cdphe_epr_sit@state.co.us 4. The Contractor shall comply with primary disease case investigation responsibilities for local or state public health agencies and the public health response timelines outlined in the <i>CDPHE Communicable Disease Manual</i> in the “CDPHE Guidance on Diseases Needing Case Investigation”. This document and website are incorporated

EXHIBIT D

	<p>and made part of the contract by reference and are available on the following website: https://cdphe.colorado.gov/communicable-disease-manual</p> <ol style="list-style-type: none"> 5. The Contractor shall comply with reporting requirements when completing the <i>CDC National Outbreak Reporting System (NORS)</i> forms. This information is incorporated and made part of this contract by reference and is located on the CDPHE website: https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines 6. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls. <ol style="list-style-type: none"> a. CDPHE will record and monitor attendance 7. CDPHE will provide guidance and templates that can be used when developing, updating, and maintaining the surveillance and epidemiological components of the Health Care Coalition and other preparedness and response plans. 8. CDPHE will notify the Contractor of issues related to submission of the Outbreak Summary Reports submitted more than six (6) months following the first illness onset. <ol style="list-style-type: none"> a. The Contractor shall resolve issues within 2 weeks of notification. 9. CDPHE will notify the Contractor of issues related to submission of the NORS forms submitted more than two (2) months following the first illness onset. <ol style="list-style-type: none"> a. The Contractor shall resolve issues within 2 weeks of notification 10. The Contractor shall serve as an epidemiological resource within their assigned region, and outside their assigned region in real situations of need or urgency for disease case, outbreak, and incident investigations such as: <ol style="list-style-type: none"> a. Enteric b. Respiratory c. health care associated d. zoonotic e. vector-borne f. bloodborne g. vaccine-preventable diseases h. other incidents with public health implications 11. CDPHE will supply disease reporting and investigation metrics reports in August 2021 and February 2022. 12. The Contractor shall comply with CDPHE requirements in the use of CEDRS for data reporting. 13. The Contractor shall complete the “follow-up outcome” variable in CEDRS for all reportable conditions where completion rates are less than 90% and the Contractor has primary investigation duties. 14. The Contractor shall take corrective action to resolve completion rates less than 90% for all reportable conditions that the Contractor has primary investigation duties. 15. The Contractor shall coordinate Communicable disease training and exercises identified in the Regional Integrated Preparedness Plan. 16. CDPHE will contact the Contractor and regional epidemiologist to request assistance
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EXHIBIT D

	<p>with outbreak investigations or other emergency situations that occur outside of the Contractor's jurisdiction/region.</p> <p>a. Some situations may require the regional epidemiologist to travel to provide assistance.</p> <p>17. CDPHE will provide the survey to be used for the Clinical Laboratory Survey by March 15, 2022.</p> <p>18. The Contractor shall collaborate with other regional epidemiologists serving in their Health Care Coalition, if applicable.</p>												
Expected Results of Activity(s)	<p>Improved compliance with CDC performance measures for PHEP Capability 13: Public Health Surveillance and Epidemiological Investigation which consists of:</p> <p>Function 1: Conduct public health surveillance and detection Function 2: Conduct public health and epidemiological investigations Function 3: Recommend, monitor, and analyze mitigation actions Function 4: Improve public health surveillance and epidemiological investigation systems</p>												
Measurement of Expected Results	<ol style="list-style-type: none"> 1. NORS forms 2. Outbreak Summary Report 3. Disease reporting metrics reports 4. Disease investigation metrics reports 5. Surveillance reports 6. Grant Reporting spreadsheet 7. CDC Performance Measures 												
Completion Date													
Deliverables	<table border="1"> <tr> <td>1. The Contractor shall submit documentation of completion of plans for each LPHA in the jurisdiction/region via the Grant Reporting spreadsheet.</td> <td>No later than September 30, 2021</td> </tr> <tr> <td>2. The Contractor shall submit documentation of any issues identified in the <i>disease reporting metrics reports</i> including how they were resolved for reports between January 1, 2021 and June 2021 via the Grant Reporting spreadsheet.</td> <td>No later than September 30, 2021</td> </tr> <tr> <td>3. The Contractor shall submit documentation of any issues identified in the <i>disease investigation metrics reports</i> including how they were resolved for reports between January 1, 2021 and June 2021 via the Grant Reporting spreadsheet</td> <td>No later than September 30, 2021</td> </tr> <tr> <td>4. The Contractor shall submit the frequency of monitoring and any corrective action taken to resolve completion rates falling below 90% for reports between January 1, 2021 and June 1, 2021 via the Grant Reporting spreadsheet.</td> <td>No later than September 30, 2021</td> </tr> <tr> <td>5. The Contractor shall submit a brief summary of how issues related to timely submission of NORS forms were resolved for outbreaks between June 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet</td> <td>No later than January 31, 2022</td> </tr> <tr> <td>6. The Contractor shall submit a brief summary of how issues related to timely submission of Outbreak Summary reports were resolved for outbreaks between June 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet</td> <td>No later than January 31, 2022</td> </tr> </table>	1. The Contractor shall submit documentation of completion of plans for each LPHA in the jurisdiction/region via the Grant Reporting spreadsheet.	No later than September 30, 2021	2. The Contractor shall submit documentation of any issues identified in the <i>disease reporting metrics reports</i> including how they were resolved for reports between January 1, 2021 and June 2021 via the Grant Reporting spreadsheet.	No later than September 30, 2021	3. The Contractor shall submit documentation of any issues identified in the <i>disease investigation metrics reports</i> including how they were resolved for reports between January 1, 2021 and June 2021 via the Grant Reporting spreadsheet	No later than September 30, 2021	4. The Contractor shall submit the frequency of monitoring and any corrective action taken to resolve completion rates falling below 90% for reports between January 1, 2021 and June 1, 2021 via the Grant Reporting spreadsheet.	No later than September 30, 2021	5. The Contractor shall submit a brief summary of how issues related to timely submission of NORS forms were resolved for outbreaks between June 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet	No later than January 31, 2022	6. The Contractor shall submit a brief summary of how issues related to timely submission of Outbreak Summary reports were resolved for outbreaks between June 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet	No later than January 31, 2022
1. The Contractor shall submit documentation of completion of plans for each LPHA in the jurisdiction/region via the Grant Reporting spreadsheet.	No later than September 30, 2021												
2. The Contractor shall submit documentation of any issues identified in the <i>disease reporting metrics reports</i> including how they were resolved for reports between January 1, 2021 and June 2021 via the Grant Reporting spreadsheet.	No later than September 30, 2021												
3. The Contractor shall submit documentation of any issues identified in the <i>disease investigation metrics reports</i> including how they were resolved for reports between January 1, 2021 and June 2021 via the Grant Reporting spreadsheet	No later than September 30, 2021												
4. The Contractor shall submit the frequency of monitoring and any corrective action taken to resolve completion rates falling below 90% for reports between January 1, 2021 and June 1, 2021 via the Grant Reporting spreadsheet.	No later than September 30, 2021												
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6. The Contractor shall submit a brief summary of how issues related to timely submission of Outbreak Summary reports were resolved for outbreaks between June 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet	No later than January 31, 2022												

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	7. The Contractor shall submit the method, and date <i>surveillance data reports</i> were shared with public health associates and stakeholders within the jurisdiction/region via the Grant Reporting spreadsheet.	No later than January 31, 2022
	8. The Contractor shall submit a brief summary of how the Contractor contributed to the communicable disease elements in the IPP via the Grant Reporting spreadsheet.	No later than February 26, 2022
	9. The Contractor shall submit documentation of any issues identified in the <i>disease reporting metric reports</i> and how those issues were resolved for reports between July 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet.	No later than March 31, 2022
	10. The Contractor shall submit documentation of any issues identified in the <i>disease investigation metric reports</i> and how those issues were resolved for reports between July 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet.	No later than March 31, 2022
	11. The Contractor shall submit the frequency of monitoring and any corrective action taken to address completion rates falling below 90% for reports between July 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet.	No later than March 31, 2022
	12. The Contractor shall submit completed clinical laboratory surveys via electronically to the contract monitor.	No later than April 30, 2022
	13. The Contractor shall submit a summary of the completed surveillance data analysis project via the Grant Reporting spreadsheet.	No later than June 3, 2022
	14. The Contractor shall submit the name of the HCC to which a surveillance or epidemiologic topic was presented, including the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet.	No later than Jun 3, 2022
	15. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented, including the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet.	No later than Jun 3, 2022
	16. The Contractor shall submit a brief summary of participation in After Action Report activities via the Grant Reporting spreadsheet.	No later than June 3, 2022
	17. The Contractor shall submit a brief summary of their role in communicable disease prevention or response efforts among people of higher risk of infection via the Grant Reporting spreadsheet.	No later than June 3, 2022
	18. The Contractor shall submit a description of the situation of need or urgency outside of the jurisdiction/region for which the epidemiologic assistance was provided via the Grant Reporting spreadsheet.	No later than June 3, 2022
	19. The Contractor shall submit confirmation of after-hours contact information updates for agencies in their jurisdiction as staff change or as requested by CDPHE via the Grant Reporting spreadsheet.	No later than June 3, 2022
	20. The Contractor shall submit a brief description of activities completed or in progress related to the maintenance of the surveillance and epidemiological components of the HCC preparedness and response plans within the jurisdiction/region via the Grant Reporting spreadsheet.	No later than June 3, 2022
	21. The Contractor shall submit a brief summary of how issues related to timely submission of NORS forms were resolved for	No later than June 15, 2022

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	outbreaks occurring within the jurisdiction/region between January 1, 2022 to May 31, 2022 via the Grant Reporting spreadsheet.	
	22. The Contractor shall submit a brief summary of how issues related to timely submission of Outbreak Summary Reports were resolved for outbreaks occurring within the jurisdiction/region between January 1, 2022 and May 31, 2022 via the Grant Reporting spreadsheet.	No later than June 15, 2022
	23. The Contractor shall submit the method, and date the surveillance data reports were shared with public health associates and stakeholders within the jurisdiction/region via the Grant Reporting spreadsheet.	No later than June 15, 2022
	24. The Contractor shall submit documentation of completed epidemiology conference or training via the Grant Reporting spreadsheet.	No later than June 30, 2022

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *OEPR Grants Manager*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within **(15)** calendar days of discovery of a compliance issue. Within **(30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the *OEPR Grants Manager* and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

CONTRACT AMENDMENT #4**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2020*0248
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Street Gunnison, Colorado 81230	Amendment Contract Number: 2022*0101 Amendment #4
Contract Performance Beginning Date: July 1, 2019	Current Contract Expiration Date: June 30, 2022

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2020*0248	\$23,152.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$23,152.00
Contract Amendment #1	2020*0248 Amendment #1	\$0.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$0.00
Contract Amendment #2	2020*0248 Amendment #2	\$22,470.00	\$0.00	\$0.00	07/01/2020-06/30/2021	\$22,470.00
Contract Amendment #3	2022*0101 Amendment #3	\$22,515.00	\$0.00	\$0.00	07/01/2021-06/30/2022	\$22,515.00
Contract Amendment #4	2022*0101 Amendment #4	\$93,600.00	\$0.00	\$0.00	08/09/2021-06/30/2022	\$93,600.00
Current Contract Maximum Cumulative Amount						\$161,737.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p align="center">CONTRACTOR</p> <p align="center">Gunnison County Department of Health and Human Services</p> <p>DocuSigned by: <i>Matthew Birnie</i> DF57D9FBAE8C463...</p> <p align="right">By: Signature</p> <p>Matthew Birnie</p> <hr/> <p align="center">Name of Person Signing for Contractor County Manager</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <p align="center">2021-08-05</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis, Governor</p> <p align="center">Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by: <i>Lisa McGovern</i> 2EDE870A1A7D4EC...</p> <p align="right">By: Signature</p> <p>Lisa McGovern</p> <hr/> <p align="center">Name of Executive Director Delegate Procurement & Contracts Section Director ft</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <p align="center">2021-08-05</p> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Travis Yoder
368E8AEC06514C4...

By: Signature

Travis Yoder

Name of State Controller Delegate
Controller

Title of State Controller Delegate

2021-08-05

Amendment Effective Date: _____

-- Signature and Cover Pages End --

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **August 9, 2021**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2022**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to upgrade the public health department’s ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

The Parties now desire to increase funding and change Statement of Work for the following reason: to add Regional and Epidemiologist activities to the contract.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Parties now agree to add Exhibit D, Statement of Work, to the agreement for the following reason: to issue an additional fiscal year 2022 statement of work that will include epidemiology related activities.
- C. The Parties now agree to modify Exhibit C, Budget, of the agreement. Exhibit C, Budget, is deleted and replaced in its entirety with Exhibit C, Budget, attached to this Amendment for the following reason: to issue the fiscal year 2022 budget.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



**Office of Emergency Preparedness and Response
Budget Justification Form
Contract Routing # 2022*0101 Amendment #4**

Contractor Name	Gunnison County
Budget Period	FY Year 22
Project Name	Public Health Emergency Preparedness Program (PHEP)

Expenditure Categories					Previous Total Funds Awarded	Additional Funds For Amendment #4	New Contract Total Amount
Personal Services							
Position Title	Description of Work - for salaried employees	Gross or Annual Salary	Fringe	Percent of Actual Time (% FTE) on Contract			
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Position Title	Description of Work -for hourly employees	Hourly Wage	Hourly Fringe	Percent of Actual Time (% FTE) on Contract			
EPR Coordinator	12/Hours week for 52 Weeks	25.09	\$6.50	30.00%	\$19,712.16		\$19,712.16
Epidemiology Position	35/hrs week for 52 weeks (1820 hours)	31.23	\$13.00	100.00%		\$80,498.60	\$80,498.60
							\$0.00
							\$0.00
							\$0.00
Total Personal Services					\$19,712.16	\$80,498.60	\$100,210.76
Supplies & Operating Expenses							
Item	Description of Item	Rate	Quantity				Total Amount Requested from CDPHE
Operating supplies	Operating supplies				\$8.90	\$0.23	\$9.13
							\$0.00
Total Supplies					\$8.90	\$0.23	\$9.13
Travel							
Item	Description of Item	Rate	Quantity				Total Amount Requested from CDPHE
EPR Coordinator Required Meetings - 2 Conferences:							
Lodging	2 Nights each trip @ 125 per night x 4		125	2	\$250.00		\$250.00
travel-transportation	travel mileage-1 trip-Denver (402 miles) 1 trip-GJ (250 miles)-652x.65/mile	0.56	652		\$365.12		\$365.12
per diem	\$66 per day x 4 days	66	2		\$132.00		\$132.00
Epidemiology Position travel to West Central PH Region:							
EPI travel-transportation	Travel mileage - West Central PH Region	0.56	3893		\$2,180.08		\$2,180.08
EPI Lodging	12 Nights each trip @ 135 per night x 12	135	12		\$1,620.00		\$1,620.00
EPI per diem	\$66 per day x12 days	66	12		\$792.00		\$792.00
							\$0.00
Total Travel					\$747.12	\$4,592.08	\$5,339.20
Other Costs							
Item	Description of Item	Rate	Quantity				Total Amount Requested from CDPHE
							\$0.00
Total Other Costs					\$0.00	\$0.00	\$0.00
Contractual (payments to third parties or entities)							
Item	Subcontractor Entity Name and/or Description of Item	Rate (if applicable)	Quantity (if applicable)				Total Amount Requested from CDPHE
							\$0.00
Total Contractual					\$20,468.18	\$85,090.91	\$0.00
TOTAL DIRECT COSTS							\$105,559.09
Indirect Costs							
Item	Indirect Cost Percentage						Total Amount Requested from CDPHE
Indirect cost rate	10%				\$2,046.82	\$8,509.09	\$10,555.91
Indirect cost rate							\$0.00
TOTAL INDIRECT COSTS							\$10,555.91
TOTAL BUDGET					\$22,515.00	\$93,600.00	\$116,115.00

EPI STATEMENT OF WORK
To Original Contract Number 2020*0248

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description:

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state, and local levels. The Public Health Emergency Preparedness (PHEP) cooperative agreement provides technical assistance and resources to support state, local, tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations throughout Colorado, to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. The Centers for Disease Control and Prevention (CDC) established the PHEP program to build public health emergency response capabilities both nationally and locally. The PHEP funding allows local public health agencies to identify response strategies that align with local community needs to manage local jurisdictional response.

III. Definitions:

1. CDC- Centers for Disease Control and Prevention
2. CDPHE-Colorado Department of Public Health and Environment
3. CO-SHARE-Colorado State Health and Readiness Exchange
4. CEDRS-Colorado Electronic Disease Reporting System
5. Cooperative Agreement-A legal instrument that includes sponsor involvement and facilitate the transfer of something of value from federal agencies to states, local governments and private recipients for a public purpose or benefit
6. COVID-19-A highly contagious respiratory disease cause by the SARS-CoV-2 virus
7. EPR-Emergency Preparedness & Response
8. HCC-Healthcare Coalition
9. Hepatitis A - a highly contagious, short-term liver infection caused by the hepatitis A virus.
10. LPHA-Local Public Health Agency
11. NORS- National Outbreak Reporting System
12. OEPR-Office of Emergency Preparedness & Response
13. PHEP-Public Health Emergency Preparedness

IV. Work Plan:

Goal #1: To protect the health of Coloradoans by increasing capacity for preparedness, response, and recovery during public health emergencies.	
Objective #1: No later than the expiration date of the Contract, improve public health surveillance and epidemiologic investigation activities in local public health jurisdictions/regions.	
Primary Activity #1	The Contractor shall participate in epidemiology-related meetings.

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Sub-Activities #1	The Contractor shall participate in CDPHE coordinated regional epidemiologist conference calls occurring on the first and third Wednesday of every month from 9:30am to 10:30am.
Primary Activity #2	The Contractor shall participate in a minimum of one (1) conference or one (1) training for professional development.
Primary Activity #3	The Contractor shall assess public health surveillance data to strengthen surveillance and detection systems and epidemiological processes.
Sub-Activities #1	The Contractor shall assess disease reporting metrics reports supplied by CDPHE for the clinical laboratories and hospitals within the Contractor's jurisdiction/region.
Sub-Activities #2	The Contractor shall assess disease investigation metrics reports supplied by CDPHE for the Contractor's jurisdiction/region.
Sub-Activities #3	The Contractor shall resolve issues identified in CDPHE provided: <ul style="list-style-type: none"> a. Reporting metrics reports b. Investigation metrics reports
Primary Activity #4	The Contractor shall complete a surveillance data analysis project on a CDPHE approved topic relevant to the Contractor's jurisdiction/region. The topic or focus of the project is at the Contractor's discretion.
Primary Activity #5	The Contractor shall share public health surveillance data, reports, and concepts, with community organizations, at a minimum of every six (6) months.
Sub-Activities #1	The Contractor shall present a surveillance or epidemiologic topic during a minimum of one (1) Health Care Coalition meeting within the Contractor's jurisdiction/region. Examples of topics include: <ul style="list-style-type: none"> a. Sharing surveillance data b. Discussing the agency or region's epidemiological response plan c. Reviewing an outbreak investigation d. Reviewing the role of epidemiology in emergency preparedness and response e. Sharing epidemiological tools that can be used in emergency preparedness and response f. Training for HCCs to address identified gaps
Sub-Activities #2	The Contractor shall present a minimum of one (1) surveillance or epidemiologic topic to a public health or community organization within the Contractor's jurisdiction/region.
Sub-Activities #3	The Contractor shall share surveillance reports with public health associates and stakeholders within the Contractor's jurisdiction/region, at a minimum of every six (6) months.

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Primary Activity #6	The contractor shall perform complete disease case and outbreak investigations to implement appropriate disease control and mitigation activities.
Sub-Activities #1	The Contractor shall work with each LPHA in their jurisdiction to create or update a plan that will be used to maintain access to the following trained personnel: <ul style="list-style-type: none"> a. Staff that monitor routine jurisdictional surveillance b. Staff that monitor routine epidemiological investigation systems c. Staff that support surge requirements in response to threats
Sub-Activities #2	The Contractor shall monitor the “follow-up outcome” in the “contact attempts” section of CEDRS for diseases/conditions for which the LPHA has primary investigatory responsibilities
Sub-Activities #3	The Contractor shall resolve any issues identified with LPHA disease investigation follow up outcomes.
Primary Activity #7	The Contractor shall participate with other regional associates in the development of communicable disease elements in the Regional Integrated Preparedness Plan.
Primary Activity #8	The Contractor shall support disease prevention and response among people at higher risk of communicable disease infections through activities such as: <ul style="list-style-type: none"> a. Planning test sites b. Planning vaccine clinics c. Providing educational materials to community organizations d. Providing presentations to community organizations e. Facilitating or participating in tabletop or other exercises
Primary Activity #9	The Contractor shall update via email the CDPHE Communicable Disease After-Hours contact list as information changes. This list is used to communicate and respond to urgent communicable disease situations with agencies in their jurisdiction outside of business hours.
Primary Activity #10	The Contractor shall respond to incidents with public health implications in order to implement appropriate disease control and mitigation activities.
Primary Activity #11	The Contractor shall resolve completion issues in their jurisdiction/region related to timely and complete submission of National Outbreak Reporting System (NORS) forms submitted to CDPHE more than two months following the first illness onset of the following outbreaks: <ul style="list-style-type: none"> a. Waterborne and foodborne disease outbreaks b. Enteric disease outbreaks transmitted by contact with environmental sources c. Infected people or animals d. Unknown modes of transmission.
Primary Activity #12	The Contractor shall resolve completion issues in Outbreak Summary Reports for outbreaks

EXHIBIT D

	<p>that occur within the regional epidemiologist’s jurisdiction/region that contain at a minimum the following elements:</p> <ol style="list-style-type: none"> a. Background b. Investigation start date c. Methods d. Results e. Discussion/conclusions f. Recommendations
Primary Activity #13	The Contractor shall participate in After Action Report Activities such as planning, participation, and/or report preparation for responses to real world events such as hepatitis A and COVID-19.
Primary Activity #14	The Contractor shall participate in a real situation of need or urgency outside of the Contractor’s jurisdiction/region as requested by CDPHE.
Primary Activity #15	The Contractor shall administer a laboratory testing practices survey developed by CDPHE for the clinical laboratories within the Contractor’s jurisdiction/region to assess testing.
Sub-Activities #1	The Contractor shall contact labs to complete the survey.
Primary Activity #16	<p>The Contractor shall support the surveillance and epidemiologic components of preparedness and response plans within the Contractor’s jurisdiction/region such as:</p> <ol style="list-style-type: none"> a. Planning development b. Planning updates c. Annual review of plans
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall utilize the Grant Reporting Spreadsheet to track progress and completion of activities and compliance with requirements within their jurisdiction/region. The spreadsheet is located in CO-SHARE and is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/state.co.us/co-share/home 3. CDPHE will assist you in accessing CO-SHARE if needed. Requests for assistance shall be submitted to the OEPR Systems Integration Team via email to cdphe_epr_sit@state.co.us 4. The Contractor shall comply with primary disease case investigation responsibilities for local or state public health agencies and the public health response timelines outlined in the <i>CDPHE Communicable Disease Manual</i> in the “CDPHE Guidance on Diseases Needing Case Investigation”. This document and website are incorporated

EXHIBIT D

	<p>and made part of the contract by reference and are available on the following website: https://cdphe.colorado.gov/communicable-disease-manual</p> <ol style="list-style-type: none"> 5. The Contractor shall comply with reporting requirements when completing the <i>CDC National Outbreak Reporting System (NORS)</i> forms. This information is incorporated and made part of this contract by reference and is located on the CDPHE website: https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines 6. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls. <ol style="list-style-type: none"> a. CDPHE will record and monitor attendance 7. CDPHE will provide guidance and templates that can be used when developing, updating, and maintaining the surveillance and epidemiological components of the Health Care Coalition and other preparedness and response plans. 8. CDPHE will notify the Contractor of issues related to submission of the Outbreak Summary Reports submitted more than six (6) months following the first illness onset. <ol style="list-style-type: none"> a. The Contractor shall resolve issues within 2 weeks of notification. 9. CDPHE will notify the Contractor of issues related to submission of the NORS forms submitted more than two (2) months following the first illness onset. <ol style="list-style-type: none"> a. The Contractor shall resolve issues within 2 weeks of notification 10. The Contractor shall serve as an epidemiological resource within their assigned region, and outside their assigned region in real situations of need or urgency for disease case, outbreak, and incident investigations such as: <ol style="list-style-type: none"> a. Enteric b. Respiratory c. health care associated d. zoonotic e. vector-borne f. bloodborne g. vaccine-preventable diseases h. other incidents with public health implications 11. CDPHE will supply disease reporting and investigation metrics reports in August 2021 and February 2022. 12. The Contractor shall comply with CDPHE requirements in the use of CEDRS for data reporting. 13. The Contractor shall complete the “follow-up outcome” variable in CEDRS for all reportable conditions where completion rates are less than 90% and the Contractor has primary investigation duties. 14. The Contractor shall take corrective action to resolve completion rates less than 90% for all reportable conditions that the Contractor has primary investigation duties. 15. The Contractor shall coordinate Communicable disease training and exercises identified in the Regional Integrated Preparedness Plan. 16. CDPHE will contact the Contractor and regional epidemiologist to request assistance
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EXHIBIT D

	<p>with outbreak investigations or other emergency situations that occur outside of the Contractor's jurisdiction/region.</p> <p>a. Some situations may require the regional epidemiologist to travel to provide assistance.</p> <p>17. CDPHE will provide the survey to be used for the Clinical Laboratory Survey by March 15, 2022.</p> <p>18. The Contractor shall collaborate with other regional epidemiologists serving in their Health Care Coalition, if applicable.</p>												
Expected Results of Activity(s)	<p>Improved compliance with CDC performance measures for PHEP Capability 13: Public Health Surveillance and Epidemiological Investigation which consists of:</p> <p>Function 1: Conduct public health surveillance and detection Function 2: Conduct public health and epidemiological investigations Function 3: Recommend, monitor, and analyze mitigation actions Function 4: Improve public health surveillance and epidemiological investigation systems</p>												
Measurement of Expected Results	<ol style="list-style-type: none"> 1. NORS forms 2. Outbreak Summary Report 3. Disease reporting metrics reports 4. Disease investigation metrics reports 5. Surveillance reports 6. Grant Reporting spreadsheet 7. CDC Performance Measures 												
Completion Date													
Deliverables	<table border="1"> <tr> <td>1. The Contractor shall submit documentation of completion of plans for each LPHA in the jurisdiction/region via the Grant Reporting spreadsheet.</td> <td>No later than September 30, 2021</td> </tr> <tr> <td>2. The Contractor shall submit documentation of any issues identified in the <i>disease reporting metrics reports</i> including how they were resolved for reports between January 1, 2021 and June 2021 via the Grant Reporting spreadsheet.</td> <td>No later than September 30, 2021</td> </tr> <tr> <td>3. The Contractor shall submit documentation of any issues identified in the <i>disease investigation metrics reports</i> including how they were resolved for reports between January 1, 2021 and June 2021 via the Grant Reporting spreadsheet</td> <td>No later than September 30, 2021</td> </tr> <tr> <td>4. The Contractor shall submit the frequency of monitoring and any corrective action taken to resolve completion rates falling below 90% for reports between January 1, 2021 and June 1, 2021 via the Grant Reporting spreadsheet.</td> <td>No later than September 30, 2021</td> </tr> <tr> <td>5. The Contractor shall submit a brief summary of how issues related to timely submission of NORS forms were resolved for outbreaks between June 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet</td> <td>No later than January 31, 2022</td> </tr> <tr> <td>6. The Contractor shall submit a brief summary of how issues related to timely submission of Outbreak Summary reports were resolved for outbreaks between June 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet</td> <td>No later than January 31, 2022</td> </tr> </table>	1. The Contractor shall submit documentation of completion of plans for each LPHA in the jurisdiction/region via the Grant Reporting spreadsheet.	No later than September 30, 2021	2. The Contractor shall submit documentation of any issues identified in the <i>disease reporting metrics reports</i> including how they were resolved for reports between January 1, 2021 and June 2021 via the Grant Reporting spreadsheet.	No later than September 30, 2021	3. The Contractor shall submit documentation of any issues identified in the <i>disease investigation metrics reports</i> including how they were resolved for reports between January 1, 2021 and June 2021 via the Grant Reporting spreadsheet	No later than September 30, 2021	4. The Contractor shall submit the frequency of monitoring and any corrective action taken to resolve completion rates falling below 90% for reports between January 1, 2021 and June 1, 2021 via the Grant Reporting spreadsheet.	No later than September 30, 2021	5. The Contractor shall submit a brief summary of how issues related to timely submission of NORS forms were resolved for outbreaks between June 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet	No later than January 31, 2022	6. The Contractor shall submit a brief summary of how issues related to timely submission of Outbreak Summary reports were resolved for outbreaks between June 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet	No later than January 31, 2022
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EXHIBIT D

	7. The Contractor shall submit the method, and date <i>surveillance data reports</i> were shared with public health associates and stakeholders within the jurisdiction/region via the Grant Reporting spreadsheet.	No later than January 31, 2022
	8. The Contractor shall submit a brief summary of how the Contractor contributed to the communicable disease elements in the IPP via the Grant Reporting spreadsheet.	No later than February 26, 2022
	9. The Contractor shall submit documentation of any issues identified in the <i>disease reporting metric reports</i> and how those issues were resolved for reports between July 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet.	No later than March 31, 2022
	10. The Contractor shall submit documentation of any issues identified in the <i>disease investigation metric reports</i> and how those issues were resolved for reports between July 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet.	No later than March 31, 2022
	11. The Contractor shall submit the frequency of monitoring and any corrective action taken to address completion rates falling below 90% for reports between July 1, 2021 and December 31, 2021 via the Grant Reporting spreadsheet.	No later than March 31, 2022
	12. The Contractor shall submit completed clinical laboratory surveys via electronically to the contract monitor.	No later than April 30, 2022
	13. The Contractor shall submit a summary of the completed surveillance data analysis project via the Grant Reporting spreadsheet.	No later than June 3, 2022
	14. The Contractor shall submit the name of the HCC to which a surveillance or epidemiologic topic was presented, including the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet.	No later than Jun 3, 2022
	15. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented, including the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet.	No later than Jun 3, 2022
	16. The Contractor shall submit a brief summary of participation in After Action Report activities via the Grant Reporting spreadsheet.	No later than June 3, 2022
	17. The Contractor shall submit a brief summary of their role in communicable disease prevention or response efforts among people of higher risk of infection via the Grant Reporting spreadsheet.	No later than June 3, 2022
	18. The Contractor shall submit a description of the situation of need or urgency outside of the jurisdiction/region for which the epidemiologic assistance was provided via the Grant Reporting spreadsheet.	No later than June 3, 2022
	19. The Contractor shall submit confirmation of after-hours contact information updates for agencies in their jurisdiction as staff change or as requested by CDPHE via the Grant Reporting spreadsheet.	No later than June 3, 2022
	20. The Contractor shall submit a brief description of activities completed or in progress related to the maintenance of the surveillance and epidemiological components of the HCC preparedness and response plans within the jurisdiction/region via the Grant Reporting spreadsheet.	No later than June 3, 2022
	21. The Contractor shall submit a brief summary of how issues related to timely submission of NORS forms were resolved for	No later than June 15, 2022

EXHIBIT D

	outbreaks occurring within the jurisdiction/region between January 1, 2022 to May 31, 2022 via the Grant Reporting spreadsheet.	
	22. The Contractor shall submit a brief summary of how issues related to timely submission of Outbreak Summary Reports were resolved for outbreaks occurring within the jurisdiction/region between January 1, 2022 and May 31, 2022 via the Grant Reporting spreadsheet.	No later than June 15, 2022
	23. The Contractor shall submit the method, and date the surveillance data reports were shared with public health associates and stakeholders within the jurisdiction/region via the Grant Reporting spreadsheet.	No later than June 15, 2022
	24. The Contractor shall submit documentation of completed epidemiology conference or training via the Grant Reporting spreadsheet.	No later than June 30, 2022

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *OEPR Grants Manager*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within **(15)** calendar days of discovery of a compliance issue. Within **(30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the *OEPR Grants Manager* and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT C T 2 0 2 0 * 2 4 8
ROUTING NO.

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment
Office of Emergency Preparedness and Response
4300 Cherry Creek South Drive
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
200 East Virginia Avenue
Gunnison, Colorado 81230-2297
for the use and benefit of the
Gunnison County Department of Health and Human Services
220 North Spruce Street
Gunnison, Colorado 81230
CONTRACTOR DUNS: 133115220
CONTRACTOR ENTITY TYPE:

CONTRACT MADE DATE: 5/1/2019

Political Subdivision

TERM:
This contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2019,
whichever is later. The contract shall end on 06/30/2020.

BILLING STATEMENTS RECEIVED:

Monthly

STATUTORY AUTHORITY: Not Applicable

PROCUREMENT METHOD:

Exempt

CLASSIFICATION: Subrecipient

BID/RFP/LIST PRICE AGREEMENT NUMBER:

N/A

CONTRACT PRICE NOT TO EXCEED: \$23,152.00

FEDERAL FUNDING DOLLARS: \$23,152.00

STATE FUNDING DOLLARS: \$0.00

OTHER FUNDING DOLLARS: \$0.00

Specify "Other": \$0.00

LAW SPECIFIED VENDOR STATUTE:

N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY20: \$23,152.00

STATE REPRESENTATIVE:

Melanie Simons

PHEP Grant Branch Manager

PRICE STRUCTURE: Cost Reimbursement

Colorado Dept. of Public Health and Environment

Office of Emergency Preparedness and Response

4300 Cherry Creek South Drive

Denver, Colorado 80246

CONTRACTOR REPRESENTATIVE:

Joni Reynold

Gunnison County Department of Health and Human
Services

220 North Spruce Street

Gunnison, Colorado 81230

PROJECT DESCRIPTION:

The Public Health Emergency Preparedness Program (PHEP) supports public health departments across the nation to upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

Task Order CMS Number: 129533

Contract Routing Number: CT 2020*248

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
- Exhibit B - Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
- Exhibit C - Budget (and any of its Attachments; e.g., C-1, C-2, etc.)
- Exhibit D - Sample Option Letter

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.
2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not, commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.
3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the

Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".
5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.
6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.
7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SIGNATURE PAGE

Contract Routing Number: CT 2020*248

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the party authorizing his or her signature.

CONTRACTOR
Board of County Commissioners of Gunnison County
(A Political Subdivision of the State of Colorado)
For the use and benefit of the
Gunnison County Department of Health and Human
Services

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Public Health and
Environment
Jill Hunsaker Ryan, MPH
Executive Director

Political Subdivision

JONATHAN HOUCK
Print Name of Authorized Individual
CHAIRPERSON,
BOARD OF COUNTY COMMISSIONERS
Print Title of Authorized Individual
[Signature]
Signature of Authorized Individual
MAY 21, 2019
Date

By: [Signature]
Lisa McGovern
Procurement and Contracts Section Director,
CDPHE
6.17.19
Date

PROGRAM APPROVAL

Colorado Department of Public Health and Environment
Melanie Simons
PHEP Grant Program Manager

By: [Signature]
Signature of Authorized CDPHE Program Approver
5/31/19
Date

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: [Signature]
David Norris, Controller, CDPHE

Effective Date: 6/18/19

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ADDITIONAL PROVISIONS
To Contract Dated 5/1/2019 - CMS Contract Routing Number CT 2020*248

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

1. This Contract contains federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.069).
2. The United States Department of Health and Human Services (“HHS”), through the Center for Disease Control (“CDC”) has awarded as of 07/01/2019 anticipated federal funds of \$10,368,137.00 under Notice of Cooperative Agreement Award, hereinafter “NCAA”, number CDC-RFA-TP19-1901, to perform the following– Public Health and Emergency Preparedness for the State of Colorado.

If the underlying Notice of Cooperative Agreement Award “NCAA” authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed Effective Date of this Contract. If the underlying NCAA does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the Effective Date of this Contract, with such Effective Date being the later of the date specified in this Contract or the date the Contract is signed by the State Controller or delegee.

3. To receive compensation under the Contract, the Contractor shall submit a signed Monthly Invoice Form. This form is titled CDPHE STANDARD Reimbursement Invoice Form and is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> the form is incorporated and made part of this Contract by reference. The Invoice Form must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using the method listed below.

Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and supporting documentation to: OEPR Fiscal Staff, cdphe_eprfiscal@state.co.us

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

4. Time Limit for Acceptance of Deliverables.

Evaluation Period. The State shall have **forty-five (45)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

Notice of Defect. If the State believes in good faith that a deliverable fail to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State’s fiscal rules.

Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar

days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

5. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

6. This award does not include funds for Research and Development.

7. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

8. Contracting Provisions

The Contractor shall ensure that all service related expenses are completed and all goods related expenses are received on or before the expiration of the contract.

The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the activities under this contractual agreement for six years. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a reimbursement was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records. Contractor's auditor shall perform audits in accordance with the requirements of the OMB Circulars A-87 (Cost Principles for State, Local, and Tribal Governments), A-122 (Cost Principles for Non-Profit Organizations) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations), as applicable.

The Contractor must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

9. Fiscal Provisions

Supplantation:

Cooperative agreement funds cannot supplant any current state or local expenditures. Supplantation refers to the replacement of non-federal funds with federal funds intended to support the same activities. The Public Health Service Act, Title I, Section 319 (c) specifically States: "SUPPLEMENT NOT SUPPLANT. Funds appropriated under this section shall be used to supplement other federal, state, and local public funds provided for activities under this section."

Contractor shall ensure that reimbursement requests are not duplicated under any other Public Health Emergency Preparedness funding or utilized to supplant non-related activities or programs. Contractor shall ensure appropriate distribution of costs in direct relation to the activities performed.

Unallowable Costs:

1. Payment or reimbursement of backfilling costs for staff.
2. Construction or major renovations.
3. Salary of an individual at a rate in excess of Executive Level II or \$187, 000 per year.

4. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
5. The purchase or support (feed) for animals for labs, including mice.
6. The purchase a house or other living quarters for those under quarantine.
7. The purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
8. Funds shall not be used for clinical care.
9. Funds shall not be used for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs.
10. Recipients shall not use funds for fund raising activities and lobbying.

2 CFR 200 Code of Federal Regulations

The contractor shall follow the regulations and guidance put forth by the Federal Government as described in the "Super Circular". This information is available on the following website https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and is incorporated and made part of this contract by reference.

10. Budget Line Definitions

The Contractor has the ability, with written approval from OEPR fiscal staff, to move 10 % of funds from budget category to budget category not to exceed the total dollar amount of the contract.

The Contractor shall request approval from their Contract and Fiscal Monitor for expenditures of \$5,000.00 or more before purchasing. This requirement does not include personnel expenses.

Personnel: The Contractor shall dedicate the necessary funds to support salary and fringe for any staff member devoting time and effort towards the accomplishment of any activities identified under this Scope of Work.

Equipment: The Contractor shall purchase equipment, as well as maintain the working order of any existing equipment, required to meet any activity identified under this Scope of Work such as personal and portable computers, communication radios, cellular telephones, facsimile machines, laboratory equipment, training equipment, public information kits, etc.

Travel: The Contractor shall support travel related costs to ensure accomplishment of activities identified under this Scope of Work such as regional planning meetings, local partner planning meetings, attendance at training sessions, conferences, and agency representation at the Emergency Preparedness and Response conference calls.

Operating and Supplies: The Contractor shall support operating and supply costs directly associated with any activities identified under this Scope of Work such as high-speed Internet connections, notification systems, telephone and communication systems, office supplies, copying, printing, postage, room rental, software purchase and upgrades, etc.

Indirect: A Contractor's allowable indirect rate is the current Negotiated Indirect Rate Agreement on file with Colorado Department of Public Health and Environment Internal Auditor's office. In the event there is no such agreement on file, the allowable indirect rate shall default to 10% of Direct Salaries & Wages, Including Fringe Benefits. If there was a negotiated indirect rate in the past, but it has expired, the contractor is not allowed to claim the 10% default rate. The contractor cannot claim any indirect rate until they have negotiated a new rate with CDPHE internal Auditor's office as per the OMB super circular. If a new or revised Negotiated Indirect Rate Agreement is filed with the CDPHE Internal Auditor's office during the current term of this Agreement, the new indirect rate may be used for the remainder of the current performance period and will *not* be retroactive to the effective date of the Agreement.

11. Deployment of HPP- and PHEP-funded equipment, supplies and personnel via the Emergency Management Assistance Compact (EMAC) for the purpose of mutual aid and assistance between states during a governor declared State of emergency or disaster is permitted, but is subject to 101 the Federal provisions of 45 CFR 75. However, affected States must notify their CDC Grants Management Specialist within a 24-

EXHIBIT A

hour period of the personnel, services and/or equipment being loaned out for the emergency. Awardees should follow their state legislation which governs how they will operate during an emergency or when another state requests assistance via EMAC. Awardees may reference the EMAC website for detailed information via www.emacweb.org. Additional guidance can be found in the 2020-2025 HPP-PHEP Supplemental Guidelines.

12. The State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.
13. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.
14. The contractor shall provide written notification to CDPHE OEPR PHEP Program Manager and OEPR Grants Branch Manager of emergency preparedness and response regional staff (including regional generalists and regional epidemiologists) position vacancies. This notification should include:
 - A. name of the regional staff person leaving the position;
 - B. the date the vacancy will occur;
 - C. the estimated date when the vacancy will be filled and;
 - D. Name of replacement once filled.

CDPHE will assist hosting agencies by providing resources and training if needed and requested to new regional staff.

STATEMENT OF WORK
To Original Contract Routing Number CT 2020*248

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description:

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state and local level. The aligned PHEP cooperative agreement provides technical assistance and resources to support state, local, tribal and territorial public health departments, along with HCCs and health care organizations, to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities.

II. Definitions:

1. AAR-After Action Report
2. AFN-Access and Functional Needs
3. CDPHE-Colorado Department of Public Health and Environment
4. C-MIST-Communication, Maintaining Health, Independence, Services and Support, Transportation
5. CNS-Colorado Notification System
6. COOP-Continuity of Operations Plan
7. CO-SHARE-Colorado State Health and Readiness Exchange
8. CO.TRAIN-Colorado Training Finder Real-Time Affiliate Integrated Network
9. CPG-Capability Planning Guide
10. CVM-Colorado Volunteer Mobilizer
11. DHSEM-Division of Homeland Security and Emergency Management
12. DOC-Department Operations Center
13. EOP-Emergency Operations Plan
14. ESAR-VHP- Emergency System for Advance Registration of Volunteer Health Professionals
15. HAN-Health Alert Network
16. HCC-Healthcare Coalition
17. HVA-Hazards Vulnerability Assessment
18. ICS-Incident Command Structure
19. IMATS- Inventory Management and Tracking System
20. IP-Improvement Plan
21. LPHA-Local Public Health Agency
22. MCM-Medical Countermeasure
23. MYTEP-Multi-Year Training and Exercise Plan
24. NIMS-National Incident Management System
25. OEPR-Office of Emergency Preparedness and Response
26. POD-Point of Dispensing
27. PHEOP-Public Health Emergency Operations Plan
28. RTP-Regional Transfer Point
29. SNS-Strategic National Stockpile
30. TEPW-Training and Exercise Planning Workshop

III. Work Plan:

- Goal #1:** Increase capacity for preparedness, response and recovery in Colorado.
- Objective #1:** No later than the expiration date of the Contract, provide public health preparedness; improve response and recovery activities through planning.

EXHIBIT B

Primary Activity #1	The Contractor shall update their agency COOP (Continuity of Operations Plan) to meet the minimum federal requirements.
Primary Activity #2	The Contractor shall complete the 'Critical Workforce Group Tiers' spreadsheet.
Primary Activity #3	The Contractor shall develop or update their agency Volunteer Management Plan.
Primary Activity #4	The Contractor shall coordinate a minimum of two (2) county-level Pandemic Influenza planning meetings with relevant subject matter experts and community partners, including AFN representatives, to orient partners on the local/county pandemic plan.
Primary Activity #5	The Contractor shall participate in planning for the Coalition Surge Test (CST) as a core member of the HCC.
Primary Activity #6	The Contractor shall incorporate the OEPR Situational Awareness Tool into their PHEOP.
Primary Activity #7	The Contractor shall complete the 'Access and Functional Needs and Community Partners' report to identify current and desired engagement of community organizations who can provide relationships or support to their public's access and functional needs.
Primary Activity #8	The Contractor shall create a plan or integrate into existing plans AFN resources/practices and intentional community engagement into the 2021 Full Scale Exercise in its jurisdiction.
Primary Activity #9	The Contractor shall conduct one-to-one interviews or focus groups with at least three (3) stakeholders/community groups OR document action steps identified from community conversations in the last year to integrate jurisdictional access & functional needs in public health emergency plans and practices.
Primary Activity #10	The Contractor shall participate in the HCC HVA.
Primary Activity #11	The Contractor shall update their local community and responder Mass Prophylaxis/Vaccination/POD Plans.
Primary Activity #12	The Contractor shall assist in the planning/responding to issues impacting high-risk populations such as people experiencing homelessness and/or substance use issues.
Primary Activity #13	The Contractor shall participate in the Regional ESF#8 Training and Exercise Planning Workshop attended by at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
Primary Activity #14	The Contractor shall participate in the development of a Regional ESF#8 Multi-Year Training and Exercise Plan that includes at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
Primary Activity #15	The Contractor shall participate in the Regional Pandemic Influenza Tabletop Exercise with Regional Staff and the Readiness and Response Coordinator.

Primary Activity #16	The Contractor shall attend the 2019 OEPR Annual Meeting.
Objective #2: No later than the expiration date of the Contract, provide public health preparedness; improve response and recovery activities through training.	
Primary Activity #1	The Contractor shall have a trained primary and back-up CVM administrator.
Primary Activity #2	The Contractor shall participate in a web-based training on the OEPR Situational Awareness Tool.
Primary Activity #3	The Contractor shall participate in a web-based training on completing the 'Critical Workforce Group Tiers' worksheet.
Primary Activity #4	The Contractor shall participate in a web-based training on 'Vaccination Planning for Critical Workforce Groups'.
Objective #3: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through exercises.	
Primary Activity #1	The Contractor shall complete the Coalition Surge Test (CST) as a core member of the HCC.
Primary Activity #2	The Contractor shall participate in quarterly redundant communications (eg. 800MHz radio) drills conducted by OEPR.
Primary Activity #3	The Contractor shall conduct a minimum of two (2) redundant communications drills with local operational sites (eg. PODs).
Primary Activity #4	The Contractor shall conduct a minimum of two (2) HAN Communication Drills.
Primary Activity #5	The Contractor shall participate in a minimum of two (2) IMATS SNS Resource Request Drills
Primary Activity #6	The Contractor shall create and send out two (2) mission drills utilizing the CVM
Objective #4: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through additionally identified needs.	
Primary Activity #1	The Contractor shall complete the 2019-20 CPG Survey with input from all relevant partners in its jurisdiction.
Primary Activity #2	The Contractor shall retain trained personnel to manage and monitor routine jurisdictional surveillance and epidemiological investigation systems and support surge requirements in response to threats.

<p>Primary Activity #3</p>	<p>The Contractor shall attend a minimum of one (1) Regional HCC or HCC Chapter meeting/per quarter.</p>
<p>Primary Activity #4</p>	<p>The Contractor shall update agency contact info twice/year in CO-SHARE.</p>
<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The Contractor shall utilize the ‘Public Health Emergency Preparedness and Response Capability-National Standards for State, Local, Tribal and Territorial Public Health, October 2018’ as guidance for all planning activities. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 2. The Contractor shall highlight or indicate areas of the COOP (Continuity of Operations Plan) that have been revised with the minimum federal requirements. These requirements are outlined in the PHEP NOFO COOP Requirements. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 3. CDPHE shall provide the ‘Critical Workforce Group Tiers’ worksheet template to contractor no later than 7/1/2019. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 4. The Contractor shall comply with the requirements stated in the “Allocating and Targeting Pandemic Influenza Vaccine during an Influenza Pandemic” when completing the ‘Critical Workforce Group Tiers’ worksheet. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 5. CDPHE will provide technical assistance and guidance from CDC on Planning Considerations for Vaccinating Critical Workforce Groups’ as it relates to Pandemic Operational Readiness. This will include new guidance from CDC, "Implementing a Pandemic Influenza Vaccination Campaign" and "Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic". These documents will be incorporated upon release from CDC and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 6. The Contractor shall facilitate discussions with the Pandemic Planning group regarding non-pharmaceutical interventions, access and functional needs (AFN), vaccination of critical workforce, etc. The Contractor shall have the option of using a facilitation guide developed by CDPHE. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 7. The Contractor shall adhere to the following guidelines for the Pandemic Influenza planning meetings: create new pandemic planning group or work with existing group; include representation from diverse sectors such as immunization, epidemiology, emergency management, communication experts, schools, health care providers and hospitals, businesses, pharmacies, immunization staff etc.

8. The Volunteer Management Plan must include: how LPHAs will manage walk-up volunteers, volunteer liability, licensure, Workman's Compensation, scope of practice, third party reimbursement issues, and documentation of ESAR-VHP compliant system if not using the Colorado Volunteer Mobilizer (CVM). CDPHE. CDPHE will provide Volunteer Plan guidance, including legal issues and managing spontaneous volunteers. This guidance is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
9. CDPHE will provide access to the Situational Awareness Tool via CO-SHARE by July 1, 2019. This tool will be incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
10. The Contractor shall integrate the Situational Awareness Tool into the Concept of Operations section of their Public Health Emergency Operations Plan (PHEOP) or Communications Annex to establish a mechanism to monitor situational awareness during emergent and non-emergent times.
11. CDPHE will provide an 'Access & Functional Needs (AFN) and Community Partners report' template for LPHAs by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
12. CDPHE will provide an optional 2021 Full-Scale Exercise Community Engagement plan template for LPHAs to develop activities to integrate more public participation and AFN resources/practices into the 2021 Public Health Full-Scale Exercise Plan by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
13. CDPHE will provide a C-MIST driven AFN Conversations Guidance document to support one-to-one interviews and focus groups by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
14. The Contractor shall provide a HCC Healthcare Vulnerability Assessment (HVA) tool to include information that supports the public health priority to diagnose and investigate health problems and health hazards in the community, ensuring that endemic disease and novel threats are included in the analysis. CDPHE will provide the HCC HVA tool/template by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
15. The Contractor shall support and/or facilitate efficient, coordinated public health activities during the planning for or the duration of a response to issues impacting high-risk population such as people experiencing homelessness and/or substance use issues.
16. The Regional ESF#8 MYTEP must include five years of training and exercises, the integration of the HPP Health Care Coalition Training and Exercise Plan, and the required elements as indicated on the template provided by CDPHE via CO-SHARE. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
17. The Contractor shall support the TEPW with their subject-matter expertise, and logistical support as requested.

18. CDPHE will provide an exercise package for the Regional Pandemic Influenza Tabletop Exercise by July 1, 2019 that each region may use as a base template provided via CO-SHARE. These documents are incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
19. The Contractor must participate in the Regional Pandemic Influenza Tabletop Exercise as a "Player" so as to properly represent LPHA decisions and actions during a simulated event.
20. CVM administrators must have completed CVM Administrator training, signed the yearly confidentiality agreement and be recognized by OEPR as a CVM Administrator.
21. CVM Administrator training will be offered quarterly by CDPHE.
22. Contractors who have 10 employees or less may designate a regional staff member as their CVM Administrator backup. If a regional staff member is identified as the the back-up CVM Administrator, the regional staff member must provide written agreement to the CVM Coordinator.
23. CDPHE will validate attendance of the specific Situational Awareness Tool training attendee in CO.TRAIN.
24. CDPHE will conduct the 'Critical Workforce Group Tier Spreadsheet' training and validate contractor participation in CO.TRAIN.
25. CDPHE will provide the 'Vaccination Planning for Critical Workforce Groups' webinar to include an overview of new CDC guidance on "Implementing a Panflu Vaccination Campaign" and "Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic".
26. The Contractor shall comply with the requirements stated in the Health Care Coalition Surge Test when completing the Coalition Surge Test Exercise. This information is located on the Public Health Emergency government website <https://www.phe.gov/Preparedness/planning/hpp/Pages/coalition-tool.aspx> and is incorporated and made a part of this contract by reference.
27. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by OEPR.
28. Redundant Communication Drills can include communication via 800MHz radios, cell phone, text and/or email.
29. Tactical Communication Drills (radios) will focus on information sharing between the state and local department operations centers (DOC) and communication between the Receive, Store, Stage (RSS) site and Regional Transfer Point (RTP) and Local Transfer Points (LTP).
30. Participation in redundant communication drills initiated by CDPHE will be verified by CDPHE (i.e. CNS generated reports, radio drill spreadsheets).

31. Drills conducted by the Contractor to local operational sites should be documented on the 'Communications Drill Reporting Spreadsheet' provided by CDPHE.
32. Local operational sites include the following: Department Operations Center (DOC); Open Point of Dispensing (POD); Closed POD; Regional Transfer Point (RTP); Local Transfer Point (LTP); and Healthcare Coalition (HCC) member agencies.
33. Drills conducted by the contractor can be notification, exercise or real event.
34. Contractor will include cdphe_epr_sit@state.co.us when conducting HAN notifications and drills.
35. CDPHE will initiate and document IMATS SNS Resource Request Drills.
36. The Contractor shall sign-up for the IMATS SNS Resource Request Drill electronically via CO.TRAIN.
37. The Contractor shall use a 213rr or other inventory form to conduct IMATS SNS Resource Request drills. Resource Request forms are incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
38. CDPHE will verify participation in IMATS SNS Resource Request drills by reviewing resource requests in IMATS.
39. CDPHE will conduct IMATS drills once/quarter.
40. CDPHE will provide a schedule for all OEPR drills by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
41. The Contractor shall complete the 2019-20 CPG Survey by using the CO-PHRCA (Colorado Public Health System Response Capacity Assessment).
42. The Contractor shall conduct the 2019-20 CO-PHRCA in a manner as identical as possible to the jurisdiction's CO-PHRCA in the previous grant year, or update the results from the previous grant year's CO-PHRCA.
43. CDPHE will provide results from the 2018-19 CO-PHRCA upon request.
44. The 2019-20 CPG Survey should be completed by soliciting input from the following partners (as applicable) Hospitals, Emergency Medical Services (EMS), Emergency Management, Behavioral Health, Home Health, Long-term Care/Assisted Living, Schools, Law Enforcement, Elected Officials, Non-Profit/Volunteer Organizations, Faith-Based Organizations, LPHA Laboratory Staff
45. CDPHE will provide guidance and tools for completing the 2019-20 CPG Survey, including access to the CO-PHRCA. This document is incorporated and made part of this contract by reference and is available on the following website:

	<p>https://sites.google.com/a/state.co.us/co-share/.</p> <p>46. Primary disease case investigation responsibility (i.e., local or state public health agency) and suggested public health response timelines are outlined on the CDPHE Communicable Disease Manual website in the "<i>Disease-case investigation guidance</i>" document found at the link titled "Public Health Reportable Condition Investigation Guidance". This document and website are incorporated and made part of the scope of work by reference and is available on the following website: https://www.colorado.gov/pacific/cdphe/communicable-disease-manual.</p> <p>47. The Contractor will ensure the development and submission to CO-SHARE of AAR/IPs for all Tabletop Exercises within 60 days of event conclusion.</p> <p>48. Functional exercises, full scale exercises, and real event responses must be submitted within 120 days of event conclusion. All joint HPP and PHEP exercises, including MCM exercises, shall include a surge of patients into the health care system.</p> <p>49. Accommodations for at-risk populations should be incorporated into all plans and exercises and any access or functional needs of at-risk populations that may interfere with their ability to access or receive medical care before, during, or after a disaster or emergency should be considered.</p> <p>50. The Contractor shall maintain NIMS compliance and a current emergency preparedness response plan.</p> <p>51. EPR Coordinators with less than two (2) years of Colorado OEPR experience must complete the "Public Health Emergency Preparedness and Response 101" online course at https://www.train.org/colorado/course/1077760/compilation. This site is incorporated and made part of this contract by reference.</p> <p>52. The Contractor shall assure they have members trained in the following systems as applicable (eg. CO-SHARE, CO.TRAIN, CNS, CVM, eICS, EMResource, IMATS).</p> <p>53. CDPHE will provide training on OEPR systems upon request.</p> <p>54. The Contractor shall register on CO.TRAIN for the 2019 OEPR Annual Meeting and sign-in at the registration desk.</p> <p>55. LPHA representation at 2019 OEPR Annual Meeting cannot be met by Regional Staff attendance.</p> <p>56. The Contractor shall register in CO.TRAIN for trainings as requested by OEPR. This information is located at the following website https://www.train.org/colorado and is incorporated and made part of this contract by reference.</p> <p>57. The Contractor shall assist regional staff to fulfill the requirements of the Statement of Work upon request of the regional staff.</p>
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EXHIBIT B

	58. The Contractor must update agency contact info twice/year at the following location in CoShare https://sites.google.com/a/state.co.us/co-share/home/lpha . This site is incorporated and made part of this contract by reference.	
Expected Results of Activity(s)	Colorado public health agencies will have increased capacity to respond to public health emergencies and related events to which a public health response is necessitated.	
Measurement of Expected Results	Review of plans and CPG data surveys	
	Completion Date	
Deliverables	1. The Contractor shall submit their updated agency COOP electronically via CO-SHARE.	No later than 3/31/20
	2. The Contractor shall submit their county-level Critical Workforce Group Tiers worksheet electronically via CO-SHARE.	No later than 3/31/20
	3. The Contractor shall submit their Volunteer Management Plan electronically via CO-SHARE.	No later than 3/31/20
	4. The Contractor shall submit notes/attendance roster from a minimum of one (1) HCC Coalition Surge Test (CST) planning meeting electronically via CO-SHARE.	No later than 3/31/20
	5. The Contractor will submit an updated PHEOP electronically via CO-SHARE.	No later than 3/31/20
	6. The Contractor shall submit an 'Access & Functional Needs and Community Partners' report electronically via CO-SHARE.	No later than 12/31 19
	7. The Contractor shall submit a 'Community Engagement and AFN Integration Plan' for the 2021 FSE electronically via CO-SHARE.	No later than 6/15/20
	8. The Contractor shall submit at least one collaboration activity identified with community partners to better integrate Access & Functional Needs into public health emergency plans or practices electronically via CO-SHARE.	No later than 6/15/20
	9. The Contractor shall indicate names of staff participating in the Regional HCC HVA electronically via CO-SHARE.	No later than 6/15/20
	10. The Contractor shall submit an updated community and responder Mass Prophylaxis/Vaccination/POD electronically via CO-SHARE.	No later than 3/31/20
	11. The Contractor shall submit any planning documentation, incident action plans or ICS org charts regarding any Hep A related response or planning initiative electronically via COSHARE.	No Later Than 6/15/20
	12. The Contractor shall indicate names of the individuals assisting with the Regional ESF#8 MYTEP Development electronically via CO-SHARE.	No later than 12/31/19
	13. The Contractor shall indicate the names of individuals attending the Regional ESF#8 Training and Exercise Planning Workshop electronically via CO-SHARE.	No later than 12/31/19
	14. The Contractor shall indicate electronically the names of the individuals participating in the Regional Pandemic Influenza Tabletop Exercise electronically via CO-SHARE.	No later than 6/15/20

EXHIBIT B

	15. The Contractor shall indicate electronically the names of individual attending the 2019 OEPR Annual Meeting electronically via CO-SHARE.	No later than 12/31/19
	16. The Contractor shall submit minutes, agendas and roster for meetings regarding pandemic influenza planning electronically via CO-SHARE.	No later than 6/15/20
	17. The Contractor shall submit copies of CVM administrator training certificates for primary and back up administrators electronically via CO-SHARE.	No later than 3/31/20
	18. The Contractor shall document the name of the 2019 OEPR Annual Meeting attendee electronically via CO-SHARE.	No later than 12/31/20
	19. The Contractor shall indicate names of individuals participating in the Critical Workforce Group Vaccination Planning webinar electronically via CO-SHARE.	No later than 3/31/2020
	20. The Contractor shall indicate names of individuals participating in the Critical Workforce Group-Tiers Spreadsheet webinar electronically via CO-SHARE.	No later than 9/30/19
	21. The Contractor shall submit documentation of participation of in the HCC Coalition Surge Test (CST) electronically via CO-SHARE.	No later than 6/15/20
	22. The Contractor shall submit agency-initiated drill report information in the Communications Drill Report form electronically via CO-SHARE.	No later than 6/15/20
	23. The Contractor shall indicate completion of IMATS drill electronically via CO-SHARE.	No later than 6/15/20
	24. The Contract shall submit report of CVM drills conducted electronically via CO-SHARE.	No later than 6/15/20
	25. The Contractor shall submit their responses to the CPG Survey online through the 2019-20 CO-PHRCA (Colorado Public Health System Response Capacity Assessment).	No later than June 15, 2020
	26. The Contractor shall document electronically via CO-SHARE attendance at regional HCC meetings.	No later than June 15, 2020
	27. The Contractor shall update contact info in CO-SHARE	No later than February 29 and June 15, 2020

IV. Monitoring:

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, invoices, site visit results, electronic data and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within thirty (30) calendar days of discovery of a compliance issue. Within ten (10) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

Budget
To Original Task Order Routing Number 2020*248

Expenditure Categories		
Personal Services		Budget
Position Title	Description of Work	
EPR Coordinator	Coordinates EPR Activities fro Gunnison County DHHS (\$32.25 /hour x 12hr/week x 52 weeks)	\$20,124.00
Total Personal Services		\$20,124.00
Supplies & Operating Expenses		Budget
Item	Description of Work	
Operating Supplies & Equipment	Operating Supplies & Equipment	\$160.00
Total Supplies & Operating Expenses		\$160.00
Travel		Budget
Item	Description of Work	
Per Diem	\$66/day @ 4 days	\$264
Lodging	Denver Fall Meeting (\$125) GJ EPR Workshop (\$125) @ 2 nights each	\$500
Mileage	Travel to EPR Fall meeting in Denver (402 miles), & Travel to GJ for EPR Workshop (250 miles) , and anticipated travel for trainings in workplan @ 58.00 cents/mile	
Total Travel		\$764.00
Contractual (payments to third parties or entities)		Budget
Item	Subcontractor Entity Name and/or Description of Item	
Total Contractual		\$0.00
SUB-TOTAL BEFORE INDIRECT		\$21,048.00
Indirect		Total Budget
Item	Description of Item	
Indirect Cost Rate	10%	\$2,104.00
Total Indirect		\$2,104.00
TOTAL		\$23,152.00

EXHIBIT D

OPTION LETTER #: Click here to enter text.

State Agency : Colorado Department Of Public Health and Environment 4300 Cherry Creek Dr S Denver, CO 80246				Original Contract # CT 2020*248		
Contractor (Name and Address) Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, Colorado 81230-2333				Option Contract Number Click here to enter text.		
Contract Performance Beginning Date : Click here to enter a date.				Current Contract Expiration Date : Click here to enter a date.		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						\$
Original						\$
Current Contract Maximum Amount (YTD)						\$

1) OPTIONS

- A. Option to extend for an Extension Term
- B. Option to change quantity of goods under the Contract
- C. Option to change quantity of services under the Contract

2) REQUIRED PROVISIONS:

- A. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**
- C. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

EXHIBIT D

PROGRAM APPROVAL	STATE OF COLORADO Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director
By: _____	By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE
Date: _____	Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement; Western States Water Part

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Western States Water Partnership and Gunnison County

Term Begins: Upon signature

Term Ends:

Grant Contract #:

Summary:

Memorandum of Agreement regarding the WSWP radar site being installed southwest of Gunnison

Fiscal Impact:

Submitted by: Scott Morrill

Submitter's Email Address: smorrill@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 8/4/2021

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by:

Discharge Date: 7/30/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/17/2021

Memorandum of AGREEMENT

This **MEMORANDUM OF AGREEMENT** (“MOA”) is dated this 28th day of July, 2021 (the “Effective Date”) and is entered into between, **WESTERN STATES WATER PARTNERSHIP, LLC.**, referred to herein as “WSWP”, a Colorado Limited Liability Company, and **THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO** referred to herein as the “County, collectively referred to herein as the “Parties”.

WHEREAS, today and for nearly 20 years, it has been known that with the line of sight limitations of the existing collection of weather radars owned and operated by the National Weather Service, there exists considerable gaps in this weather radar coverage for many parts of the Western Slope of Colorado; as well as, other significant portions of the Western US.

WHEREAS, during 2014 and 2015, the Colorado Water Conservation Board and the Conejos Water Conservation District; as well as others, funded the Upper Rio Grande Basin Snowfall Measurement and Streamflow (“RIO-SNO-FLOW”) Forecasting Improvement Project (“Study”), which was published in January, 2016, and demonstrated the significant value of weather radars in the measuring of snow packs, forecasting of streamflows and other water related items of interest.

WHEREAS, the Study concluded and recommended that: (a) Gap-filling, watershed-based radars would provide great benefit to Colorado for land, water, and weather management and (b) Local, state, and federal coalitions should be built to purchase and maintain permanent and mobile radars to provide a more complete depiction of precipitation for use in hydrologic models such as WRF-Hydro and for flash flood prediction.

WHEREAS, WSWP is a for-profit entity currently owned 100% by a Colorado non-profit organization, the Colorado Wildlife Foundation, and has the self established Social Impact Mission of working to address certain legacy water issues not currently being solved by either Government or Industry - of which Gap Weather Radars is one of those legacy water issues.

WHEREAS, WSWP has approached the COUNTY as a potential location for WSWP’s first such Weather Radar, (“Radar”), intended to fill one of the existing “Gaps” in weather radar coverage within the Western Slope of Colorado and to serve as a Beta Site to allow WSWP to better understand how to use such Gap Weather Radars in real world situations.

WHEREAS, the COUNTY has expressed an interest in serving as a Beta Site in partnership with WSWP for these purposes.

WHEREAS, WSWP has as its core business strategy the formation of coalitions with a wide spectrum of related organizations, government agencies and entities with Public Private Partnerships (“PPP”) one of WSWP structures of choice.



WHEREAS, as of the effective date of this MOA, WSWP has expended nearly \$1.4 million on this beta site demonstration project related directly to the Gunnison Radar and working to secure the final approval from the Bureau of Land Management (“BLM”) to site the Radar on their property.

WHEREAS, subject to BLM approval, WSWP is targeting mid-September, 2021 to have their Radar installed and calibration testing in progress to be operational in the late Fall of 2021;

WHEREAS, the COUNTY desires to work cooperatively with WSWP to promote the Radar project and serve as a liaison between WSWP and other stakeholders in relation to Radar operations

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals.** The Recitals, and the documents they refer to, hereto are incorporated into the body of this Agreement as if each were fully set forth herein.

2. **Nature of Transaction.** Subject to the express terms of this MOA, this MOA is intended to be in the nature of a Public Private Partnership (PPP) between the Parties pursuant to evolving mutual interests. As this PPP progresses and the Parties work together on the common goal of better understanding of just how to best use the Radar, the Parties agree to confer to protect and promote their mutual interests and amend this MOA as necessary to accomplish this intent.

3. **Financial Responsibilities Among the Parties.** The COUNTY will not be required to incur any financial obligations or debt, make cash payments or other offsets of any monetary value in any fashion for its participation within this MOA. The only financial responsibilities or obligation associated with this MOA will be those by WSWP. WSWP has already purchased the Radar and shall be responsible for the future costs of: (a) transporting the Radar; (b) installing the Radar; (c) maintaining the Radar; (d) on-going expenses of operating the Radar; and (e) the production of a wide variety of software products generated by the Radar that may be provided to the COUNTY and others.

4. **Non- Cash Contributions by the COUNTY.** The COUNTY’s only required non-cash contribution and only obligations under this MOA will be the establishment a Primary Point of Contact (“POC”) and a public statement of support by the Board of County Commissioners of the Radar and this MOA; as well as, the public release of this MOA. As appropriate, the POC shall liaise with public and private stakeholders regarding the Radar project on behalf of the COUNTY. The POC, on behalf of the COUNTY, shall also coordinate all public statements regarding the Radar and this MOA with the WSWP. The COUNTY, in its sole and absolute discretion, may contribute additional staff time and resources to this PPP. Upon execution of this MOA, this POC within the COUNTY shall be Scott Morrill, the Gunnison County Emergency Manager. The County may designate a different POC during the life of this MOA at its sole discretion.

5. **Ownership of Assets and Intellectual Property (IP).** WSWP will retain sole and exclusive ownership of the physical assets, to include: The Radar, its Site and associated operations; as well as, any and all Intellectual Property generated by WSWP in relation to this MOA. Should the COUNTY provide the use of any property, whether intellectual, real or personal, such as real estate or other permanent assets, the COUNTY shall retain sole ownership thereof.

6. **Term of and Termination of this MOA.** It is contemplated by WSWP, but not obligatory, that WSWP will make the placement of the Radar permanent and part of a larger array of gap filling radars throughout Western Colorado. The Parties may elect to amend this MOA to create a more permanent form of relationship in accordance with Section 9 below. Notwithstanding the above, at its sole and absolute discretion, either Party may terminate this MOA at any time and at their own expense without cause, by the delivery of written notice to the other Party 60 days in advance of the termination date.

7. **Use of Weather-Related Products and Disclaimer of Warranties by WSWP.** The COUNTY acknowledges that, as adequate consideration for the promises contained in this MOA, WSWP will provide to the COUNTY certain finished software forecasting products related to weather, severe weather events, wind speeds and directions that might help local firefighting efforts and other COUNTY and government activities ("Weather-Related Products"). The providing of such Weather-Related Products to the COUNTY will be done on a reasonable best efforts basis with no representation and warranties of the accuracy of said Weather Related Products. Any use of these Weather-Related Products will be at the COUNTY's sole discretion and risk. WSWP, on behalf of itself, its suppliers and any related entities, disclaims all representations and warranties in relation to the Weather-Related Products, which are provided to the COUNTY on an "as is", "where is" and "as available" basis without warranty of any kind either express or implied, including but not limited to the accuracy and durability of weather data or information, merchantability or fitness for a particular purpose. COUNTY agrees that its acceptance or use of Weather Related Products shall not be deemed to create or increase the scope of any warranty, which are hereby fully disclaimed. The COUNTY'S use of any Weather-Related Products produce by WSWP shall be done at the COUNTY'S own risk.

8. **Nature of Relationship.** Notwithstanding Section 2, the Parties agree that this MOA does not constitute the formation of a joint venture, partnership, or agency relationship between the Parties, nor create any fiduciary relationship between the Parties. Nothing herein should be construed as authorizing WSWP to speak for or act as agent for the COUNTY; nor is the POC an agent or spokesperson for WSWP. Nothing in this MOA shall be construed to create, impose, or give rise to any duty owed by either Party to any third party. This MOA may not be assigned without the express written consent of the other Party.

9. **ADA Compliance.** WSWP represents and warrants to COUNTY that at all times during the performance of this MOA no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by WSWP, or be subjected to any discrimination by WSWP upon which assurance COUNTY relies.



10. **Immigration Compliance Certification.** WSWP certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this MOA. WSWP certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this MOA. WSWP certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security. WSWP agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. WSWP agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

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

12. **General.** This MOA shall be binding upon the Parties and upon their respective heirs, administrators, representatives, executors, successors and assigns. The Parties agree that MOA shall in all respects be interpreted, enforced and governed under the laws of the State of Colorado, and venue for any dispute arising out of or related to this Agreement shall exclusively lie in the Colorado District Court in Gunnison, Colorado. No modification or amendment of this MOA shall be effective unless the same shall be in writing and executed by both Parties. No waiver of any breach or of any term or provision of this MOA shall be deemed to imply or constitute a further waiver of the same or any other terms or provisions hereof. To the fullest extent permitted by law, the Parties waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement.

13. **Counterparts; Facsimile.** This MOA may be executed in multiple counterparts which, when taken together, shall constitute one and the same document. This MOA may be evidenced by facsimile signatures, which shall be treated as originals.

14. **Severability.** In the event any part or parts of this MOA are found to be unenforceable, void against public policy, or unconscionable, then the offending portions shall be void, with the remainder of this MOA is to remain in full force and effect.

15. **Entire Agreement.** This MOA is intended as an integrated and comprehensive statement of the rights, obligations and in the absence of details, the understanding of the Parties with respect to the subject matter hereof. All prior representations, negotiations, understandings and expressions of mutual interests between the Parties with respect to the creation of this MOA are deemed merged herein. The Parties acknowledge that each Party has had an opportunity to consult with an attorney of its choice in the review of this MOA prior to signing it. The Parties



further represent and warrant that neither Party has relied upon the other's legal or business advice, and that both Parties are relying solely on their own judgment and the advice of their own counsel in deciding to execute this MOA.

16. **Public Record.** To the extent not prohibited by state or federal law, this MOA is potentially subject to public release through the Colorado Open Records Act.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the day and year first above written.

WSWP:

COUNTY:

**Western States Water Partnership, LLC.,
a Colorado Limited Liability Company**

**Gunnison County, Colorado, a Colorado
political subdivision**



By: Vern Tharp
Its: Manager

By: _____
Its: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Cont

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison Valley Hospital and Gunnison County Sheriff's Office

Term Begins: August 1, 2021

Term Ends: 12/31/2021

Grant Contract #:

Summary:

GVH will provide medical service within the jail for inmate medical, medicine tracking etc. up to six hours per week 2hours per day X 3 days per week.

Fiscal Impact: \$6,000.00

Submitted by: Adam Murdie

Submitter's Email Address: amurdie@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 8/4/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by:

Discharge Date: 8/2/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/17/2021

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") entered into this 29th day of July, 2021, by and between the **Board of County Commissioners of the County of Gunnison, Colorado** ("Gunnison County"), on behalf of its separately elected **Gunnison County Sheriff's Department** ("Gunnison Sheriff") and **Gunnison Valley Health**, a tradename of Gunnison Valley Hospital, a public hospital organized pursuant to C.R.S. § 25-3-301 et seq., whose address is 711 N. Taylor St., Gunnison, CO 81230 ("Contractor").

RECITALS

WHEREAS, the Contractor desires to provide services according to this Agreement as identified more fully in Section 1 below; and

WHEREAS, Gunnison County desires to engage Contractor to provide such services pursuant to this Agreement.

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth in the Scope of Services, attached as Appendix "A".

All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on **August 1, 2021** and shall terminate on **December 31, 2021**, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist Gunnison County with its strategy of delivering high quality services and promoting prosperous, collaborative and healthy communities, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees not to exceed **Six Thousand and no/100 U.S. Dollars (\$6,000.00)** (the "Compensation"). Contractor shall submit a monthly invoice, no later than the 15th of each month, to Gunnison Sheriff, att: Sgt. Midge Barton, demonstrating incurred charges for Services provided in the previous month pursuant to this Agreement. If payment shall be made by Gunnison County to Contractor, then it shall be paid within 45 days of receipt of the invoice.

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

5. SUBJECT TO ANNUAL APPROPRIATIONS. *[This section shall only apply if the term in Section 2 is longer than one year.]*

Gunnison County is subject to the provisions of Section 20 of Article X of the Colorado Constitution ("TABOR Amendment"). This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to Section 15 of this Agreement.

6. INSURANCE.

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

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

7. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

8. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County and Gunnison Sherriff, including Commissioners, officers, 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 contractor or its employees, contractors or agents in connection with this Agreement.

Gunnison County agrees to indemnify, defend and hold harmless contractor and its officers, 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 Gunnison County or its employees, contractors or agents in connection with this Agreement.

9. SOLE SOURCE CONTRACTS. *[Only applicable for specific sole source contracts totaling \$100,000 or more.]*

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of \$100,000, then the following provisions apply:

- a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.
- b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.
- c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.
- d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

10. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter

and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

11. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its Contractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it has attempted to verify the eligibility of its employees and Contractors to work through the E-Verify Program (formerly known as the Basic Pilot Employment Verification Program) administered by the Social Security Administration and Department of Homeland Security.
- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

12. ADA COMPLIANCE.

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

13. 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 Gunnison County of

governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

- d. **CONFIDENTIALITY AND HIPAA.** Contractor agrees that all Services under this Agreement shall be performed in full compliance with all local, state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and confidentiality regulations of 42 CFR Part 2. Contractor acknowledges that it may receive or develop confidential information from Gunnison County in connection with its provision of Services. Contractor shall take all precautions necessary to maintain and protect the confidentiality of such information and ensure it is only used for the Services and pursuant to this Agreement.
- e. **EXCLUSION, DEBARMENT AND/OR SUSPENSION.** Contractor warrants and affirms that it, its employees, agents, assigns or Contractors have not been disbarred or suspended from participation, or proposed to be disbarred or suspended from participation in, any federal or state programs, is not on any debarment or suspension list under Federal Executive Order No. 12549 and 12689, and is not ineligible to participate in a "federal health care program" as defined in 42 USC § 1320a-7b(f) or in any other government payment program with any federal or State of Colorado department or agency. Contractor will maintain such status throughout the term of this Agreement and shall provide written notice to Gunnison Sheriff within 24 hours if such status is lost. If Contractor or any of its employees, agents, assigns or Contractors are excluded, disbarred or suspended, Gunnison County shall have the ability to immediately terminate this Agreement.
- f. **CRIMINAL BACKGROUND CHECK.** Pursuant to C.R.S. § 27-90-111 and CDHS Policy VI-2.4, Contractor and its employees, agents, assigns or Contractors that have direct contact with vulnerable persons in a state-operated facility, or who provide state-funded services that involve direct contact with vulnerable persons in their home shall submit and successfully pass a criminal background check, and report any arrests, charges or summonses for any disqualifying offense as specified in CRS § 27-90-111 to the State of Colorado.
- g. **CONFLICTS OF INTEREST.** Contractor warrants and affirms that it, its employees, agents, assigns or Contractors shall at all times of this Agreement not do work for or have any financial interest or other relationship with any person, entity or activity that would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in the provision of Services under this Agreement.
- h. **OWNERSHIP OF WORK.** Subject to Gunnison County's obligation to compensate Contractor for Services, all work, reports, designs, drawing, renderings and other work product produced by Contractor under this Agreement shall belong to Gunnison County and Contractor shall not use any part thereof for purposes other

than Services pursuant to this Agreement without the written consent of the County.

14. DELEGATION AND ASSIGNMENT.

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

15. TERMINATION.

Gunnison County shall have the right to terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to the Contractor. Upon termination, Contractor shall be entitled to compensation for Services performed up to the date of termination, subject to the provisions laid out in Section 4 of this Agreement regarding compensation. Contractor shall render a final billing for work completed and expenses incurred to the date of termination within thirty (30) days following written notice of such termination and Gunnison County shall make best efforts to pay all amounts due under the final billing within a ten (10) day period.

16. 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: Gunnison County Sheriff
510 W. Bidwell Ave.
Gunnison, Colorado 81230
Phone: 970-641-1113

With a copy to: Gunnison County Manager
200 E. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-0248

Contractor: Robert J. Santilli, CEO
Gunnison Valley Health
711 N. Taylor St.
Gunnison, CO 81230

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

17. GOVERNING LAW.

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

18. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement 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.

19. 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.

20. PUBLIC RECORD

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

[Remainder of page intentionally left blank – signature page follows]

[signature page – Contractor Agreement]

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

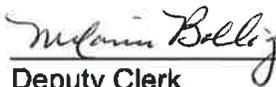
FOR THE
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: 
~~Jonathan Houck, Chairperson~~
Matthew Birnie, Gunnison County Manager

By: _____
~~Roland Mason, Vice Chairperson~~

By: _____
~~Elizabeth Smith, Commissioner~~

ATTEST:


Deputy Clerk



CONTRACTOR

By: 
Robert T. Santilli, CEO

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1. Provide a licensed Nurse Practitioner six (6) hours per week for health services provided at the jail to inmates as requested by the Gunnison County Sheriff's Office
2. Provide medication administration for all inmates with existing medication and prescribe medications as needed
3. Assist in providing medication administration in conjunction with the Gunnison Valley Nurse Psychiatric Mental Health Nurse Practitioner for any substance abuse or mental health related needs
4. Participate in staff meetings as requested by Gunnison County staff to discuss treatment plans and case progress
5. Work with the Gunnison County Sheriff's Office and other collaborating agencies toward a shared purpose or goal by partnering with corrections staff and others.
6. Keep and maintain proper medical records through the Gunnison Valley Health Electronic Health Record system
7. Complete all required documentation and paperwork for Gunnison County jail staff—MAR's sheets, medication inventory, etc.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Subcontractor Agreement; Front Range Clinic P.C.;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Front Range Clinic

Term Begins: August 18, 2021

Term Ends: 12/31/2021

Grant Contract #:

Summary:

Front range Clinic will be providing Medication Assisted Treatment, (MAT) along with the JBBS program here in the Jail.

Fiscal Impact: \$8,000.00

Submitted by: Adam Murdie

Submitter's Email Address: amurdie@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 8/10/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. CAO would request to review COI to confirm satisfaction of contractual insurance provisions. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 8/11/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/17/2021

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT ("Agreement") entered into this ___ day of _____, 2021, by and between the **Board of County Commissioners of the County of Gunnison, Colorado** ("Gunnison County"), acting as Fiscal Agent for the **Gunnison County Sheriff's Department** ("Gunnison Sheriff") and **Front Range Clinic P.C.**, a Colorado corporation, whose address is 1120 E. Elizabeth St., Ste G-2, Fort Collins, CO 80524 ("Subcontractor").

RECITALS

WHEREAS, under C.R.S. 27-60-106, the Colorado General Assembly created the Office of Behavioral Health ("OBH") to implement Jail Based Behavioral Services Program ("JBBS Program") with the purpose of providing mental health counseling, substance use disorder treatment and transitional care coordination in jails throughout Colorado, pursuant to C.R.S. 18-19-103 (5)(c)(V); and

WHEREAS, the Gunnison Sheriff has a JBBS Program which has been operational since 2011 and currently has three programmatic prongs: a Substance Use Disorder (SUD) Treatment Services pursuant to SB12-163, a Mental Health Treatment pursuant to SB18-250 with funding from the Correction Treatment Cash fund pursuant to C.R.S. 18-19-103, and the Jail Medication Assisted Treatment (MAT) pursuant to SB19-008; all with the goal of providing appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration, which should result in shorted jail sentences and decreased recidivism through better identification and treatment of behavioral health needs; and

WHEREAS, the Colorado General Assembly passed SB18-250 as well as SB19-008, which allocated additional funding to the state-wide JBBS Program to address gaps in service for mental health disorder screening, assessment, diagnosis, and treatment, as well as psychiatric services and the purchase of medications; and

WHEREAS, the Gunnison Sheriff's JBBS Program is part of the state JBBS system, specifically identified in a project name as a JBBS/Mental Health Treatment project and will benefit from the additional funding of the JBBS Program; and

WHEREAS, Gunnison County has agreed to serve as fiscal agent for purposes of the allocation of funds provided by the State of Colorado Department of Human Services for the JBBS Program; and will serve as grantee and be responsible for distribution and allocation of JBBS funds as required; and

WHEREAS, Gunnison County has requested proposals from various consultants for SUD Treatment Services and MAT services; and

WHEREAS, Subcontractor has represented to Gunnison County that it has the expertise and personnel necessary to properly provide SUD Treatment Services and MAT services; and

WHEREAS, Gunnison County and Subcontractor intend by this Agreement to set forth the scope of the work to be done by Subcontractor and the terms and conditions governing the relationship created by Subcontractor's provision of SUD Treatment Services and MAT services.

AGREEMENT

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

1. SERVICES.

Subcontractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth in the Pre-Discharge SUD Treatment/MAT Induction Services, attached as Appendix "A". All work shall comply with the State of Colorado Department of Human Services Contract for fiscal year 2021-2022, Contract No. 221HJA 168531, and all accompanying exhibits (collectively the "CDHS Contract") which is attached as Appendix "B".

All Services shall be performed in a timely manner and in accordance with generally accepted standards for Subcontractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Subcontractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on **August 17, 2021** and shall terminate on **June 30, 2022**, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist Gunnison County with its strategy of delivering high quality services and promoting prosperous, collaborative and healthy communities, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Subcontractor's performance of the Services, during the Term, Gunnison County shall pay Subcontractor fees not to exceed **Eight Thousand and No/100 U.S. Dollars (\$8,000.00)** (the "Compensation"). Subcontractor

shall submit a monthly invoice, no later than the 15th of each month, to Sgt. Midge Barton with Gunnison Sheriff, demonstrating incurred charges for Services provided in the previous month pursuant to this Agreement. If payment shall be made by Gunnison County to Subcontractor, then it shall be paid within 45 days of receipt of the invoice. It is anticipated that the State of Colorado, as in the past, will directly reimburse Subcontractor for Services billed in monthly invoices.

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

In no event shall the Compensation exceed the legislative allocation of funds, as awarded in the CDHS Contract. Subcontractor shall be responsible for any incurred costs for Services provided under this Agreement that are not reimbursed by the State of Colorado pursuant to the CDHS Contract.

In the event that the CDHS Contract is terminated due to funding no longer being available, this Agreement shall simultaneously terminate and Subcontractor shall only be paid for Services provided up to the date of termination.

5. SUBJECT TO ANNUAL APPROPRIATIONS. *[This section shall only apply if the term in Section 2 is longer than one year.]*

Gunnison County is subject to the provisions of Section 20 of Article X of the Colorado Constitution ("TABOR Amendment"). This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to Section 15 of this Agreement.

6. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Subcontractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more

persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).

- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00) for any injury to two or more persons in any single occurrence.
- d. Professional Liability Insurance or the equivalent for any injury to one person in a single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollar (\$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) for any injury to two or more persons in any single occurrence.

7. INDEPENDENT CONTRACTOR.

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

Subcontractor acknowledges and agrees that Subcontractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Subcontractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

8. INDEMNIFICATION.

Subcontractor agrees to indemnify, defend and hold harmless Gunnison County and Gunnison Sherriff, including Commissioners, officers, 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 Subcontractor or its employees, subcontractors or agents in connection with this Agreement.

Gunnison County agrees to indemnify, defend and hold harmless Subcontractor and its officers, 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 Gunnison County or its employees, subcontractors 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.

9. SOLE SOURCE CONTRACTS. *[Only applicable for specific sole source contracts totaling \$100,000 or more.]*

If the Subcontractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of \$100,000, then the following provisions apply:

- a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Subcontractor, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Subcontractor, and the Subcontractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.
- b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.
- c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.
- d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

10. DISCRIMINATION.

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

Additionally, Subcontractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

11. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Subcontractor certifies that Subcontractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Subcontractor certifies that Subcontractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Subcontractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the E-Verify Program (formerly known as the Basic Pilot Employment Verification Program) administered by the Social Security Administration and Department of Homeland Security.
- d. Subcontractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Subcontractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

12. ADA COMPLIANCE.

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

13. 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 Gunnison County of

governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

- d. **CONFIDENTIALITY AND HIPAA.** Subcontractor agrees that all Services under this Agreement shall be performed in full compliance with all local, state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and confidentiality regulations of 42 CFR Part 2. In addition, Subcontractor agrees that all Services shall be performed pursuant to the most recent CDHS version of the HIPAA Business Associate Addendum/Qualified Service Organization Addendum which is found in the CDHS Contract, attached as Appendix B. Subcontractor acknowledges that it may receive or develop confidential information from Gunnison County in connection with its provision of Services. Subcontractor shall take all precautions necessary to maintain and protect the confidentiality of such information and ensure it is only used for the Services and pursuant to this Agreement.
- e. **EXCLUSION, DEBARMENT AND/OR SUSPENSION.** Subcontractor warrants and affirms that it, its employees, agents, assigns or subcontractors have not been disbarred or suspended from participation, or proposed to be disbarred or suspended from participation in, any federal or state programs, is not on any debarment or suspension list under Federal Executive Order No. 12549 and 12689, and is not ineligible to participate in a "federal health care program" as defined in 42 USC § 1320a-7b(f) or in any other government payment program with any federal or State of Colorado department or agency. Subcontractor will maintain such status throughout the term of this Agreement and shall provide written notice to Gunnison Sheriff within 24 hours if such status is lost. If Subcontractor or any of its employees, agents, assigns or subcontractors are excluded, disbarred or suspended, Gunnison County shall have the ability to immediately terminate this Agreement.
- f. **CRIMINAL BACKGROUND CHECK.** Pursuant to C.R.S. § 27-90-111 and CDHS Policy VI-2.4, Subcontractor and its employees, agents, assigns or subcontractors that have direct contact with vulnerable persons in a state-operated facility, or who provide state-funded services that involve direct contact with vulnerable persons in their home shall submit and successfully pass a criminal background check, and report any arrests, charges or summonses for any disqualifying offense as specified in CRS § 27-90-111 to the State of Colorado.
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Gunnison, Colorado 81230
Phone: 970-641-1113

With a copy to: Gunnison County Manager
200 E. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-0248

Subcontractor: Front Range Clinic, P.C.
1120 E. Elizabeth St., Suite G-2
Ft. Collins, CO 80524

Phone: 970-493-9193

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.

17. GOVERNING LAW.

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

18. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement 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.

19. 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.

20. PUBLIC RECORD

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

[Remainder of page intentionally left blank – signature page follows]

[signature page – Subcontractor Agreement]

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST: _____
Deputy Clerk

SUBCONTRACTOR

By: Scott Ziegler

APPENDIX "A"



Pre-Discharge SUD Treatment / MAT Induction Services-

This proposal summarizes the processes and costs of Front Range Clinic (FRC) supporting Gunnison County Jail in offering substance use disorder (SUD) Treatment and medications for addiction treatment. Below is an outline of services and how they can coincide with when an inmate arrives at the jail.

- When an individual arrives at the jail, they will undergo the standard evaluations. If the evaluations identify the individual as someone with an SUD they will go through standard withdrawal procedure.
 - At risk for SUD
 - Alcohol
 - Opioids
 - Stimulants
 - Sedatives
- Once the inmate completes the withdrawal process, the inmate will meet with an FRC medical provider
 - This creates an opportunity for an intervention point
 - The inmate and provider will discuss treatment options, availability, and eligibility
- If the inmate is uninterested in starting treatment in the jail, they can be referred to FRC or another treatment facility upon release if desired
- An FRC Provider would connect with the jail inmates once a week via telehealth (this frequency can be scaled up based on need) - could start at once a month or once every 2 weeks
 - Day of the week TBD but likely Monday, Wednesday, & Friday to align with GVH LCSW schedule
 - Provider will collaborate and communicate with jail leadership with any plan that includes induction on buprenorphine or the starting of naltrexone.
 - Injectable versions of these medications (Vivitrol and Sublocade) versus formulations that demand daily dosing will be considered whenever clinically possible
- Medications:
 - In partnership with Alkermes, patient can get a free Vivitrol shot prior to release

- In discussion with Indivior, buprenorphine patients may be eligible for Sublocade
 - Good candidates for Sublocade may be individuals with a long stay at jail to minimize medication dispensing burden of guards
 - Will require medication delivery coordination and registration

Pros:

- Minimal change for jail
- Free Vivitrol samples through Alkermes
- Continuity of care to the outpatient world
 - Post discharge disposition – over 60 locations in the state
- MAT is 100% the focus at FRC, we are medical team of MAT experts

Costs:

- FRC Provider Time (4-8 hours per week) @ \$60/hr
 - Can be scaled based on need, admin time included in cost
- Oral Medication Costs (buprenorphine tablets & films - generic)
 - Buprenorphine/Naloxone generic film 8-12mg QD (approx. \$3/film or \$1.75/tablet)
 - \$3.00-\$9.00 per client per day depending on dosage
 - Vivitrol (FREE) - samples provided by Alkermes through existing program
 - Sublocade administration possible, injectables cost approximately \$2,000/month
 - Patient will need a 1 - 2 week oral med lead in (1x/d – see above costs)
- Indirect Costs (10%)
- Medical Supervision – already covered through FRC
- Urine Screens - \$25 per patient per visit

Things to consider:

- Jail will need to be registered as a shipping site for injectables
- COVID protocol - contact free? With contact following medical precautions?
 - PPE costs absorbed by FRC
 - Telehealth equipment provided by jail
- How many people currently go through the W/D protocol? During COVID?
- Local pharmacy may be able to deliver medications to the jail

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Appointments to the Gunnison Basin Sa

Action Requested: Other Approval of new Chair nomination for GB Sage-grouse Str Committee

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

CPW has nominated Nathan Seward for Chair on the Gunnison Basin Sage-grouse Strategic Committee, as Jonathan Houck will no longer be able to fulfill that role. The alternate will be Brandon Diamond. Area Wildlife Manager. CPW Gunnison

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:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/17/2021



COLORADO

Parks and Wildlife

Department of Natural Resources

Gunnison Office
300 W. New York
Gunnison, CO 81230
P 970.641.7060 | F 970.641.7883

Gunnison County
Community Development Office
221 N. Wisconsin St., Suite D
Gunnison, CO 81230
Attn: Rebecca Ricord

13 August 2021

CPW Representation on the Gunnison Basin Sage-grouse Strategic Committee

Commissioner Houck:

First, let me congratulate you again on your appointment to Colorado's wolf reintroduction Technical Working Group; I wish you all the best in your new role. We have appreciated your leadership as Chairman of the Gunnison Basin Sage-grouse Strategic Committee, but understand that your schedule will no longer allow you to fill that role. Thank you for all the discussion surrounding a new Chair-person for the Committee. Colorado Parks and Wildlife (CPW) supports Nathan Seward's nomination for Chairman. As you know, Nathan brings a wealth of professional experience, as well as a demonstrated commitment to sage-grouse conservation. We understand that for Nathan to be Chair, he will need to be our primary, voting member. Therefore we would like to formally update our membership with Nathan Seward serving as our voting representative and myself as our alternate. This Committee remains a priority, and I will continue to attend and support Nathan moving forward.

We appreciate Gunnison County's leadership and efforts to further CPW's mission of maintaining community conservation and a viable population of Gunnison sage-grouse for future generations.

Sincerely,

Brandon Diamond
Area Wildlife Manager – Gunnison

Cc:

Nathan Seward, Wildlife Conservation Biologist – Gunnison
Jamin Grigg, SW Senior Terrestrial Biologist – Durango
Kathy Griffin, Statewide Sage-grouse Coordinator – Grand Junction



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Consultant Agreement; Mead & Hunt, Inc; Design Con

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Mead & Hunt and Gunnison County

Term Begins: 8/17/2021

Term Ends: 1/28/2022

Grant Contract #:

Summary:

A Request for Proposals for the Design Concept for Reconstruction of the Brush Creek intersection was sent out and Mead & Hunt was selected. The agreement with them is ready for BOCC signatures.

Fiscal Impact: \$83,725.00

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 8/12/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 8/11/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM

Agenda Date: 8/17/2021

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Ave., Gunnison, CO 81230 ("Gunnison County") and Mead & Hunt, Inc., whose address is 1743 Wazee St., Suite 400, Denver, CO 80202 ("Consultant").

RECITALS

WHEREAS, the Consultant desires to provide services according to this Agreement as identified in the Scope of Work, attached and incorporated as Appendix A ("Services"); and

WHEREAS, Gunnison County desires to engage Consultant to provide such Services pursuant to this Agreement.

AGREEMENT

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

1. SERVICES.

Consultant shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth in Appendix A. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Consultant's profession and in accordance with all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Consultant acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on _____ and shall terminate on _____ (the "Term"), unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its mission to provide infrastructure construction and management services to residents, visitors and County departments so they can travel on County roads, pursue recreational interests, and enjoy

living in a more sustainable environment, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Consultant's performance of the Services during the Term, Gunnison County shall pay Consultant fees as more specifically not to exceed EIGHTY-THREE THOUSAND, SEVEN-HUNDRED AND TWENTY-FIVE and No/100 U. S. Dollars (\$83,725.00) (the "Compensation"). Payment shall be made by Gunnison County to Consultant within 45 days of receipt of an invoice.

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

5. SUBJECT TO ANNUAL APPROPRIATIONS. *[This section shall only apply if the term in Section 2 is longer than one year.]*

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to Section 15 of this Agreement.

6. INSURANCE.

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

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

and No/100 U.S. Dollars (\$387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

7. INDEPENDENT CONTRACTOR.

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

Consultant acknowledges and agrees that Consultant is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Consultant is obligated to pay federal and state income tax on any moneys paid it related to the services.

8. INDEMNIFICATION.

Consultant agrees to indemnify and hold harmless Gunnison County, its Commissioners and employees of and from liability, liens, demands and actions (including reasonable attorney'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 caused by the misconduct or negligent acts, errors or omissions of Consultant or its employees, subcontractors 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.

- 8a. Gunnison County and Consultant are not liable in contract or tort or otherwise, for any special, indirect, consequential or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of good will, claim of third parties or similar damages ("Damages").
- 8b. The liability of the Consultant to Gunnison County for any indemnity commitments or for any Damages arising in any way out of performance of this Agreement is limited to a period of twelve (12) months from the date of the last bill from the Consultant to Gunnison County, whether paid or not paid by Gunnison County; such liability is limited to the amount of the fees paid by Gunnison County to the Consultant for performance under this Agreement.

9. SOLE SOURCE CONTRACTS. *[This section shall only apply if this is a sole source contract or contract with the State of Colorado and exceeds \$100,000.00 annually.]*

If the Consultant has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution, which including this contract in the aggregate on an annual basis is/are equal to or exceed the amount of \$100,000.00, then the following provisions apply:

- a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Consultant, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Consultant, and the Consultant's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Consultant Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.
- b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.
- c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.
- d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

10. DISCRIMINATION.

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

governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

11. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Consultant certifies that Consultant does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Consultant certifies that Consultant has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Consultant certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Consultant agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Consultant agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

12. ADA COMPLIANCE.

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

13. 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 Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

14. DELEGATION AND ASSIGNMENT.

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

15. TERMINATION.

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

16. 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 Ave.
Gunnison, Colorado 81230
Phone: 970-641-0248

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

Consultant: Mead & Hunt, Inc.
Attn: Paul Silberman
1743 Wazee Street, Suite 400
Denver, Colorado 80202

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.

17. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related

to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

18. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement 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.

19. 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.

20. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

Deputy Clerk

CONSULTANT
MEAD & HUNT, INC.



By: _____
Paul Silberman

Department Manager

APPENDIX "A"

SCOPE OF SERVICES

Task 1. Traffic Counts and Forecasts. Consultant will conduct traffic counts at the intersection during the first or second week of August 2021. Previous counts have been conducted in August; the schedule is intended to enable trend analysis. Also, summer is peak traffic season in the valley, but traffic tapers off quickly later in August. Twenty-four-hour counts will be conducted on a Friday and Saturday. Counts will include all legs of the existing intersection. Data collected should document hourly through and turn volumes, vehicle classification, and speeding. Consultant will also use CDOT data from permanent count stations along SH135 to develop estimated monthly AADT volumes for SH135 and CR 738 in the vicinity of the intersection.

Consultant will develop a forecast of traffic at this intersection for the year 2042, including turning movements. Forecast will address both daily and peak hour traffic. (Land use data for traffic forecast will be provided by Gunnison County.) General background traffic forecast for SH135 should be consistent with CDOT forecasting for the corridor.

Task 1 Deliverables:

- a) Raw data files and tables
- b) Traffic forecasts in a format consistent with a typical traffic impact study
- c) Narrative analysis and description of volume/capacity as relevant to design

Task 2. Property ownership and CDOT right of way. Consultant will access existing property ownership records to identify:

- the extents of existing CDOT and County rights of way;
- location of private parcel ownership boundaries;
- location and flow lines for Slate Creek;
- potential environmental, historical, or cultural resources within a 1,000-foot radius of the intersection; and,
- general elevations across the likely project site.

Task 2 Deliverable:

- a) Planview drawings documenting all features listed above

Task 3. Initial alternative design concepts. Consultant will participate in a brief video conference with CDOT staff, oversight consultant and County staff to facilitate a creative design process that encourages consideration of a variety of possible design solutions and encourages identification of potential "out-of-the box" concepts. Consultant will work with County staff and oversight consultant to identify up to five (5) general design concepts for reconstruction of the intersection.

Consultant will prepare general plan-view schematics showing location of project features relative to right of way boundaries and parcel lines, including roadway cross-section, pedestrian and bicycle circulation features, and location/type of any traffic control devices. Consultant will obtain crash data records and evaluate traffic safety issues and opportunities. Consultant will work with County staff to identify any potentially significant environmental, historical, or cultural resources located within a 1,000-foot radius of the intersection based on existing sources. Design concepts will address features enabling safe, convenient access to potential affordable housing project site(s) as well as transit access to areas on either side of SH 135.

Task 3. Deliverables:

- a) Plan-view schematic drawings
- b) Crash data analysis and drawings
- c) Presentation graphics and materials for use at the first community open house (Task 4)

Task 4. First community open house (in person format). Consultant will prepare for and facilitate an afternoon (2pm – 4pm) and evening (6pm – 8pm) community open house. The purpose of the first open house will be to explain the purpose and need for the project and involve the public and stakeholders in consideration of potential design concepts for the intersection. County will host the open house. The open house will be organized around a set of displays, including maps, cross section drawings, photographs, and other accessible materials. Consultant will provide staff to support person-to-person discussions of the project and potential design concepts. Comment cards and other means of capturing public ideas and comments will be utilized. Consultant will facilitate effective public understanding of design options and related considerations. Consultant will document the proceedings including detailed documentation of public comments received and any potential issues or concerns.

Task 4. Deliverables:

- a) Notes, attendance list and a general summary of the open house
- b) Detailed record of public comments received
- c) Digital copy of all displays and materials presented during the meeting

Task 5. Feasible alternative design concepts. Consultant will participate in a brief video conference with CDOT, County staff and oversight consultant to discuss community input, any issues or concerns and potential design concepts. Consultant will work with County staff and oversight consultant to identify and evaluate up to three (3) feasible alternative design concepts. Consultant will consider and document any potentially significant environmental, historical, or cultural resources within a 1,000-foot radius of the intersection. Consultant will prepare general plan-view schematics showing location of project features relative to right of way boundaries and parcel lines, including roadway cross-section, pedestrian and bicycle circulation features, and location/type of any traffic control devices.

Task 5. Deliverables:

- a) Notes from CDOT video conference
- b) Plan-view schematic drawings
- c) General description of any existing potential environmental, historical, or cultural resources
- d) Presentation graphics and materials for use at the second virtual community open house (Task 6)

Task 6. Second community open house (virtual format). Consultant will help the County prepare for and facilitate an evening virtual community open house (not an in-person event) using Zoom software. The purpose of the second open house will be to present the three alternative design concepts and involve the public and stakeholders in consideration of the resulting features and performance of the reconstructed intersection. County will host and record the Zoom conference. Consultant will facilitate effective public understanding of design options and related considerations. Consultant will document the proceedings.

Task 6. Deliverable:

- a) Notes, attendance list and a general summary of the open house
- b) Detailed record of public comments received
- c) Digital copy of all displays and materials presented during the meeting

Task 7. Preferred design concept. Consultant will participate in a brief video conference with CDOT, County staff and oversight consultant to discuss community input and a potential preferred design concept. Consultant will work with County staff and oversight consultant to select a preferred design concept that meets the project objectives. Consultant will prepare general "10%" plan-view schematics showing location of project features relative to right-of-way boundaries and parcel lines, including roadway cross-section, pedestrian and bicycle circulation features, and general location/type of any traffic control devices. Consultant will identify potential utility impacts and relocation requirements. Consultant will prepare preliminary profile and grade drawings for both Brush Creek Road and SH135 approaching the intersection. Consultant will prepare a planning level project cost estimate for right of way and construction.

Task 7. Deliverables:

- a) Notes from CDOT video conference
- b) "10% design" plan-view schematic drawings of the preferred alternative
- c) General description of any existing potential environmental, historical or cultural resources
- d) Planning level project cost estimate
- e) Digital files of all project materials, notes, data files from the project.

Task 8. Presentation of Preferred Design to Board of County Commissioners



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy Associates/CSDZ, LLC 225 South Sixth Street STE 1900 Minneapolis MN 55402		CONTACT NAME: Allie Darling PHONE (A/C, No, Ext): 612-322-6041 E-MAIL ADDRESS: adarling@csdz.com FAX (A/C, No):	
INSURED Mead & Hunt, Inc. 2440 Deming Way Middleton, WI 53562		INSURER(S) AFFORDING COVERAGE	
MEAHUNPC		INSURER A: Travelers Indemnity Company	NAIC # 25658
		INSURER B: Charter Oak Fire Insurance Company	NAIC # 25615
		INSURER C: Travelers Property Casualty Co. America	NAIC # 25674
		INSURER D: XL Specialty Insurance	NAIC # 37885
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 176347638

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Cont Liab Per _____ <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ.JECT <input checked="" type="checkbox"/> LOC OTHER: _____		P6305C656013TIA20	12/1/2020	12/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		8101L2755752043G	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUP0K3011012043	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C A A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	B8J3002332043G UB8J2154322043E 1JRRJ3173932043V	12/1/2020 12/1/2020 12/1/2020	12/1/2021 12/1/2021 12/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Property Professional/Pollution Liability		P6305C656013TIA20 DPR9967599	12/1/2020 10/25/2020	12/1/2021 10/25/2021	Bldg/BPP: \$12,825,012 Per Claim: \$5,000,000 Per Aggregate: \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**All Work Performed**

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Certificate Holder, Project Owner and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract.

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

Board of County Commissioners of the County of Gunnison, CO 200 East Virginia Avenue Gunnison CO 81230	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Reports

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly and Investment Reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@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: 8/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 8/17/2021

TREASURER'S MONTHLY REPORT FOR JULY 2021

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	\$	\$	\$	\$
Due from Tre-County General	17,324,820.66	949,758.58	(1,090,193.83)	17,184,385.41
Due from Tre-Road & Bridge	3,750,038.80	55,655.32	(788,478.36)	3,017,215.76
Due from Tre-Human Services	512,208.07	33,163.05	(255.92)	545,115.20
Due from Tre-Public Health Agency	237,773.04	81,299.66	(81,468.73)	237,603.97
Due from Tre-Conservation Trust	92,746.28	70.40	(506.53)	92,310.15
Due from Tre-Bond Fund	9,840.98	7.51	-	9,848.49
Due from Tre-Airport	1,118,558.71	45,686.85	(96,091.38)	1,068,154.18
Due from Tre-Sales Tax	2,340,073.03	4,244.16	(6,783.84)	2,337,533.35
Due from Tre-Land Preservation	1,184,286.31	51,256.00	-	1,235,542.31
Due from Tre-Mosquito	51,055.78	2,280.25	(15,433.16)	37,902.87
Due from Tre-Sage Grouse	165,311.87	9,304.38	-	174,616.25
Due from Tre-Risk Management	279,657.71	13,329.38	(8,551.51)	284,435.58
Due from Tre-Airport Construction	982,023.68	13,339.07	(64,356.31)	931,006.44
Due from Tre-Capital Projects	336,523.10	199,585.90	-	536,109.00
Due from Tre-Sewer	1,501,940.58	156,927.97	(178,457.83)	1,480,410.72
Due from Tre-Water	714,219.31	3,576.04	(40,935.44)	676,859.91
Due from Tre-Solid Waste	324,782.68	145,846.19	(172,951.36)	297,677.51
Due from Tre-Housing Authority	869,788.17	662.08	(2,259.57)	868,190.68
Due from Tre-Gunn Sr Housing	39,756.72	6,041.16	-	45,797.88
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,863,650.38	1,575.14	(45,968.17)	1,819,257.35
Due from Tre-Internal Service II	856,285.58	24,141.46	(10.26)	880,416.78
Due from Tre-Insurance Trust	1,845,356.90	6,147.55	(80,443.63)	1,771,060.82
Due from Tre-Local Marketing District	1,118,907.67	813.39	(53,119.93)	1,066,601.13
Due from Tre-Rural Trans Auth	4,824,369.59	115,974.66	(39.82)	4,940,304.43
Due from Tre-Public Trustee Agency	4,770.19	16,000.00	(4,989.01)	15,781.18
Due from Tre-Series 2010 Bond Reserve	241.41	0.18	-	241.59
Due from Tre-Terminal Construction	704,967.21	538.02	-	705,505.23
Due from Tre-Courthouse Renovation	69.19	-	-	69.19
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	631.85	(631.85)	-
Due from Tre-Treas Fees	-	35,633.67	(35,633.67)	-
Due from Tre-Health Claims	46,616.44	205,651.21	(240,596.79)	11,670.86
Due from Tre-Landfill Closure	1,042,765.25	12,375.46	-	1,055,140.71
Due from Tre-Landfill Cons Resv	772,076.59	43,594.77	-	815,671.36
Due from Tre-Payroll Clearing	20,524.67	730,133.38	(725,725.38)	24,932.67
Due from Tre-Sewer Reserve	96,160.00	-	-	96,160.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	12,621.77	9.63	-	12,631.40
Due From Tre-Housing Authority Restricted D	11,226.00	-	-	11,226.00
Due from Tre-Accounts Payable Clearing	665,628.21	3,617,584.11	(3,231,625.81)	1,051,586.51
Due from Tre-Finance Revenue Clearing	21.76	2,742,112.18	(2,742,133.94)	-
Due from Tre-Water Resource	68,587.79	44.24	(10,621.65)	58,010.38
Due from Tre-Workforce Impact Fees	42,404.76	32.36	-	42,437.12
Due from Tre-Living Community	132,395.28	25,212.91	(133,006.68)	24,601.51
COUNTY FUNDS TOTAL	46,049,639.32	9,350,240.12	(9,851,270.36)	45,548,609.08
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	47,819.18	16,321.83	(47,985.47)	16,155.54
Due from Tre-Crested Butte Street/Alley	137,305.17	26,562.25	(138,102.06)	25,765.36
Due from Tre-Gunnison City General	76,758.02	20,024.87	(77,541.22)	19,241.67
Due from Tre-Marble General	5,530.56	2,074.23	(5,567.74)	2,037.05
Due from Tre-Mt Crested Butte General	133,345.09	41,611.30	(138,003.56)	36,952.83
Due from Tre-Pitkin General	2,059.54	839.95	(2,072.53)	826.96
CITIES AND TOWNS TOTAL	402,817.56	107,434.43	(409,272.58)	100,979.41
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	201,127.59	496,815.66	(211,031.49)	486,911.76
Due from Tre-Gunn RE1J Bond	44,339.91	155,135.13	(48,147.83)	151,327.21
Due from Tre-Delta 50J General	271,409.14	8,959.08	(271,412.56)	8,955.66
Due from Tre-Delta 50J Bond	57,929.64	298.62	(57,929.64)	298.62
Due from Tre-Montrose RE1J General	1,158.36	5,012.80	(1,168.82)	5,002.34

Due from Tre-Montrose RE1J Bond	76.66	643.55	(76.66)	643.55
Due from Tre-Reij 2014 Mill Override	22,120.99	77,558.15	(24,215.21)	75,463.93
SCHOOLS TOTAL	598,162.29	744,422.99	(613,982.21)	728,603.07
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due from Tre-Library Dist	-	-	-	-
Due from Tre-CO River Water CD	55,441.33	13,035.92	(56,009.37)	12,467.88
Due from Tre-Reserve MD2	18,272.18	5,705.75	(18,417.87)	5,560.06
Due from Tre-Mt Crested Butte DDA	80,339.93	28,082.57	(81,182.41)	27,240.09
Due from Tre-Bostwick Park Water CD	217.78	91.41	(219.96)	89.23
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	85,230.61	15,413.37	(85,730.17)	14,913.81
Due from Tre-Mt CB Water/San	147,282.33	46,703.52	(152,395.80)	41,590.05
Due from Tre-East River Regional SD	12,532.50	3,863.96	(12,631.23)	3,765.23
Due from Tre-Cemetery	29,019.33	6,943.18	(29,277.40)	6,685.11
Due from Tre-Gunn Co Metro Rec Dist	94,756.43	24,854.32	(95,866.40)	23,744.35
Due from Tre-N Fork Water CD	6,916.40	161.22	(6,916.99)	160.63
Due from Tre-Skyland MD	85,450.66	27,700.32	(86,148.35)	27,002.63
Due from Tre-Upper Gunn Water CD	182,655.13	47,289.91	(184,790.18)	45,154.86
Due from Tre-Crested Butte Fire PD	407,364.44	111,007.08	(413,050.74)	105,320.78
Due from Tre-Gunn Co Fire PD	96,318.54	24,177.11	(96,869.85)	23,625.80
Due from Tre-Carbondale & Rural Fire PD	32,785.37	9,162.10	(33,017.82)	8,929.65
Due from Tre-Ragged Mt Fire PD	43,272.94	945.54	(43,276.76)	941.72
Due from Tre-Arrowhead Fire PD	5,627.14	2,218.60	(5,684.77)	2,160.97
Due From Tre-Library General Fund	209,851.64	49,342.75	(212,001.34)	47,193.05
Due From Tre-Reserve MD#2 BOND 2016A	64,688.48	20,590.94	(65,200.98)	20,078.44
Due From Tre-North Fork Ambulance Health S	77,151.65	2,114.53	(77,165.01)	2,101.17
Due From Tre-Reserve MD #2 BOND 2016B	9,463.21	2,955.04	(9,538.67)	2,879.58
Due From Tre-Reserve MD #2 BOND 2016C	7,787.62	2,431.91	(7,849.73)	2,369.80
IMPROVEMENT DISTRICTS TOTAL	1,752,425.64	444,791.05	(1,773,241.80)	423,974.89
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	640,327.58	638,959.21	(650,459.00)	628,827.79
Due from Tre-Clerk Sales Tax	-	63,458.77	(63,458.77)	-
Due from Tre-SOT	-	295,800.59	(295,800.59)	-
Due from Tre-State Auto	-	280,477.53	(280,477.53)	-
Due from Tre-Clerk ST Domestic Abuse	-	660.00	(660.00)	-
Due from Tre-Clerk State Registrar	-	99.00	(99.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,616.00	(1,616.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	12,690.48	-	-	12,690.48
Due from Tre-Inmate Trust	10,572.89	15,751.23	(11,924.14)	14,399.98
Due from Tre-Investment Interest	-	36,691.49	(36,691.49)	-
Due from Tre-Treas Deed	2,643.16	75.00	(500.00)	2,218.16
Due from Tre-Unused Remittances	614,892.87	-	(382.82)	614,510.05
Due from Tre-Elected Official Fees Clrg	10,566.46	56,912.66	(65,320.94)	2,158.18
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	1,291,693.44	1,390,501.48	(1,407,390.28)	1,274,804.64
GRAND TOTALS	50,094,738.25	12,037,390.07	(14,055,157.23)	48,076,971.09

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of July 2021.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer						
Investment Report						
31-Jul-21						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	101,723.76			Cash	N/A
Bank of the West	1101	4,177,192.17	0.00%		Chkg	N/A
Bank of the West CC	1103	794,384.56	0.00%		Chkg	N/A
Bank of the West MM	1104	4,386,218.24	0.30%		MMA	Mo
Wells Fargo Warrant Clearing	1145	1,179,792.30	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	6,274,371.31	0.01%		Chkg	Mo
ColorTrust Plus	1118	2,150,687.09	0.03%		Pool	Mo
C-Safe	1121	2,384,671.83	0.08%		Pool	Mo
Community Banks of Colorado MM	1320	1,015,959.12	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		MMA	Mo
Solera Savings	1161	1,027,141.00	0.20%		MMA	Quarterly
Investment Clearing	1199	515,252.52	0.01%		MMA	Mo
TOTAL CASH AND CHECKING		24,161,555.58			50.25%	
INVESTMENTS						
Ally Bank GJX2	1313	249,667.25	2.45%		CD	SA/Mat 5/23/22 3 yrs
Alma Bank 08Q9	1282	248,730.86	1.65%		CD	M/MAT 8/12/22 30 MO
AXOS Bank DAH1	1275	250,210.38	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Hapoalim A2C3	1252	244,785.87	0.30%		CD	SA/ Mat 8/21/23
Bank Midwest 7928	1302	249,790.59	1.95%		A/Mat 11/22/21	27 mo
Bank Midwest 8479	1303	250,708.55	0.60%		CD	A/Mat 5/22/24 42 mo
Bank of Baroda HMT7	1260	244,732.46	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bank of New England KAL2	1326	252,324.03	3.15%		CD	SA/Mat 7/29/22 4 yrs
Bankwell BCL3	1261	245,341.53	0.40%		CD	SA/Mat 7/28/23 3 yrs
Barclays Bank KKR7	1344	250,083.26	2.25%		CD	SA/MAT 7/26/22 5yrs
Beneficial Bank QBR6	1370	245,435.36	1.50%		CD	SA/Mat 9/13/21 4 yrs
BMO Harris Bank XAN0	1259	241,871.10	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	245,628.67	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA6	1272	249,254.42	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPNS	1271	252,239.99	1.45%		CD	SA/Mat 4/15/25 5 yrs
Cathay Bank 9MQ5	1328	257,891.65	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Celtic Bank RRH2	1306	254,655.94	1.85%		CD	SA/Mat 8/30/24 5 yr
CIT Bank LBA3	1305	249,502.61	1.90%		CD	SA/Mat 8/23/22
Citibank QK40	1330	257,077.76	3.10%		CD	SA/MAT 5/4/23
Community Banks of Colorado	1357	244,819.35	1.70%		CD	ANNUAL/MAT 5/14/20 27 mo
East Boston Savings PDL2	1254	244,087.13	0.30%		CD	SA/ Mat 2/12/24
Enerbank TQJ2	1257	245,190.36	0.30%		CD	SA/Mat 7/24/23 3 yrs
Enterprise Bank RJC1	1369	245,737.69	1.40%		CD	M/Mat 9/23/21 4 yrs
FFCB EMZW5	1233	500,145.50	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB L6U3	1251	250,015.00	0.28%		CD	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	500,014.50	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	487,682.30	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FHLB AMDV1	1236	500,898.50	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	502,065.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	500,779.50	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	349,842.50	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	349,920.20	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	500,169.50	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB KWS1	1243	495,327.50	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	496,656.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	500,518.50	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	500,712.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	500,736.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	500,727.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB LW59	1239					CALLED
FHLB LW67	1238	501,093.50	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLMC B3F5	1246	298,808.70	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC XAP9	1248	498,022.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
First Oklahoma Bank 7BX5	1270	244,841.97	0.95%		CD	M/Mat 5/15/25 5 yrs Callable
Firster Bank LAH1	1304	252,837.55	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	244,638.13	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	255,100.61	2.65%		CD	SA/Mat 5/1/23 4yrs
Gunnison Savings and Loan 6020	1106	500,000.00	1.71%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.70%		CD	M/ AT 2/14/23
Gunnison Bank and Trust	1283	252,435.60	2.00%		CD	Qtrly/Mat 1/27/25
JP Morgan UNC9	1250	234,073.00	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	244,699.14	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	219,617.15	1.01%		CD	Q/Mat 6/21/22 - 25 mo
Live Oak Bank 6HN7	1284	254,452.10	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	244,077.82	0.30%		CD	SA/ Mat 2/14/24
M Y Safra Bank JB10	1258	245,093.83	0.30%		CD	SA/Mat 2/14/24 4 yrs
Marlin Business Bank	1291	252,392.87	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Medallion Bank dqb1	1487	250,003.39	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	252,975.24	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RR8B	1338	255,721.93	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	255,137.85	2.75%		CD	SA/Mat 4/4/23 4 yr
Northern Bank & Trust QCJ5	1367	247,032.03	1.25%		CD	SA/Mat 4/18/22 2 yrs
Pacific Western Bank YRK7	1273	249,708.90	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	245,119.56	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	246,757.14	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	255,113.60	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	258,159.45	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Sallie Mae OTT2	1472	249,973.25	1.85%		CD	SA/Mat 10/24/22 3 yrs
State Bank of India NY 5KL4	1333	255,657.70	2.90%		CD	SA/Mat 3/29/23 5 yrs
Stockmens Bank	1372	245,000.00	1.40%		CD	Q/Mat 7/20/21 - 5yrs
Texas Capital Bank PLY3	1255	245,175.91	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	245,113.43	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Townebank PCQ0	1274	246,937.46	1.15%		CD	SA/Mat 4/29/22 4 yrs
Toyota Financial Savings MJS1	1264	246,233.57	0.80%		CD	SA/Mat 6/30/25 5 yrs
UBS Bank JEE6	1324	246,618.96	3.10%		CD	M/Mat 10/18/21 5 yrs
Verus Bank LBT0	1364	249,766.67	1.35%		CD	M/Mat 10/25/21 5 yr
Wells Fargo Bank 3A48	1488	260,124.83	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	500,000.00	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		23,924,491.15			49.75%	
Cash per Treasurer's Ledger		48,086,046.73			100.00%	
Plus Pending Disbursements		(9,075.64)				
Total Due to All Funds		48,076,971.09				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: July 2021 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

July 2021 Cash Transfer Report

Fiscal Impact: \$5,019,946.84

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 8/11/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/17/2021



**GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
July-21**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(631,455.61)
130	95 11122	General - Payroll Account	728,124.09	0.00
150	01 11102	General - Water Resources	0.00	(10,621.65)
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(2,742,112.18)
002	02 11900	Road & Bridge	0.00	(788,229.98)
003	03 11900	Human Services	20,254.83	0.00
004	04 11900	Public Health Agency	0.00	(80,681.78)
007	07 11900	Conservation Trust	0.00	(506.53)
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(95,640.12)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	0.00	(6,759.22)
013	13 11900	Land Preservation	50,313.78	0.00
030	30 11900	Mosquito Control	0.00	(15,337.82)
032	32 11900	Sage Grouse Trust	9,171.22	0.00
034	34 11900	Risk Management	0.00	(8,420.39)
041	41 11900	Airport Construction	0.00	(64,356.31)
043	43 11900	Capital Expenditures	199,177.06	0.00
050	50 11900	Gunnison County Sewer	0.00	(176,774.50)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(40,935.44)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(171,495.18)
125	52 11101	Solid Waste - Landfill Closure	11,570.81	0.00
126	52 11102	Solid Waste - Landfill Const	42,972.74	0.00
070	70 11900	Housing Authority	0.00	(2,259.57)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	6,006.23	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(45,967.99)
082	82 11900	ISF-II	22,443.57	0.00
090	90 11900	Health Insurance Trust	0.00	(80,443.63)
115	90 11101	Health Insurance Claims	205,651.21	0.00
091	91 11900	Local Marketing District	0.00	(53,119.93)
092	92 11900	Transportation Authority	108,224.76	0.00
093	93 11900	Public Trustee Agency	0.00	(4,829.01)
145	95 11121	Accounts Payable Clearing	3,616,036.54	0.00
TOTALS			\$ 5,019,946.84	\$ (5,019,946.84)

TRANSFER FOR JOURNAL ENTRIES:

107067, 107068, 107069, 107070, 107071, 367, 103291, 104432, 105330, 105332, 105333, 105336, 106250, 106308, 106316, 106317, 106321, 106323, 106332, 106333, 106334, 106338, 107106, 107107, 107215, 107263, 107281, 107284, 107285, 107286, 107287, 107288, 107290, JUL AP, JUN GBI, 107227, JUL PRJ,

PREPARED BY: 
 AUTHORIZED BY: 
 RECEIVED BY TREASURER: 

DATE: 8/19/21
 DATE: 8/10/21
 DATE: 8-10-21

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING: July-21**

				01	01	01	01	01	02	03	04	07
			Finance	General	Water	Workforce	Courthouse	Revenue	Road &	Human	Public	Conservation
Balance	JE's	Description	Business	Fund	Resource Prot.	Impact Fees	Renovation	Clearing	Bridge	Services	Health	Trust
			Date	01 11900	01 11102	01 11103	01 11105	01 11106	02 11900	03 11900	04 11900	07 11900
0.00	107067,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2021	(16,219.98)						(245.83)		
0.00	107068,	STND2: BUDGETED INTERFUND TRANSF	7/31/2021	49,200.65					(8,048.33)		(5,971.58)	
0.00	107069,	STND3: MAPPING SYSTEM CHARGES	7/31/2021	(11,864.01)					(1,675.91)	(22.08)	(22.08)	
0.00	107070,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2021	(4,480.33)					(412.50)	(881.25)	(524.99)	
0.00	107071,	STND5: COMPUTER SYSTEM CHARGES	7/31/2021	(25,289.58)					(2,870.83)	(1,750.00)	(3,419.83)	
0.00	367,	RECORD RESTRICTED WATER USAGE	1/31/2021	215.40	(215.40)							
0.00	103291,	RECORD RESTRICTED WATER USAGE	3/31/2021	456.00	(456.00)							
0.00	104432,	RECORD RESTRICTED WATER USAGE	4/30/2021	4,799.25	(4,799.25)							
0.00	105330,	PCARD DISTRIBUTION 6 / 4	5/31/2021	23,437.23					(355.90)	(1,496.99)	(7,306.82)	
0.00	105332,	PCARD DISTRIBUTION 6 / 4 UPDATE	5/31/2021	120.38							(120.38)	
0.00	105333,	RECLASS MAY CC CHARGES	5/31/2021	42.79							(42.79)	
0.00	105336,	RECORD RESTRICTED WATER USAGE	5/31/2021	3,419.00	(3,419.00)							
0.00	106250,	LANDFILL ALLOCATION JUN	6/30/2021									
0.00	106308,	RECLASS ADVERTISING	6/30/2021									
0.00	106316,	EQUIPMENT USAGE JUNE	6/30/2021	(2,418.31)					(133,756.92)			
0.00	106317,	MATERIAL USAGE JUNE	6/30/2021						(17,477.78)			
0.00	106321,	BUD TRANS 2Q FROM SAGE GROUSE	6/30/2021	8,349.83								
0.00	106323,	CFMS REVENUE & ESPENSE REPORT	6/30/2021	34,012.01						(34,012.01)		
0.00	106332,	MOTORPOOL RENTS JUNE	6/30/2021	(2,068.64)						(887.04)	(136.08)	
0.00	106333,	RECORD RESTRICTED WATER USAGE	6/30/2021	353.00	(353.00)							
0.00	106334,	CDOR FUEL TAX CLAIM 2ND QTR 21	6/30/2021	(2,810.85)						21.92	3.91	
0.00	106338,	RECLASS ADVERTISING	6/30/2021	72.35						(72.35)		
0.00	107106,	PW - AIRPORT GROUND RENT	7/31/2021									
0.00	107107,	WATER & SEWER POSTAGE 3RD QTR	7/31/2021	544.88								
0.00	107215,	RECLASS TOMICHI REPAIRS	7/31/2021									
0.00	107263,	RECORD PW COMP EARNED JUL	7/31/2021						464.33			
0.00	107281,	REVENUE CLEARING ACTIVITY JUL	7/31/2021	43,215.29				(2,742,112.18)	229,471.64	200,080.56	34,123.48	
0.00	107284,	LANDFILL ALLOCATION JULY	7/31/2021									
0.00	107285,	POSTAGE USAGE JULY 2021	7/31/2021	(2,059.64)								
0.00	107286,	COPIES BLACK JUL 2021	7/31/2021	(1,062.92)						(14.80)	(9.92)	
0.00	107287,	COPIES COLOR JUL 2021	7/31/2021	(1,416.96)						(6.48)	(18.72)	
0.00	107288,	REC MED/DEN/FLEX/Rx CHECKS JUL	7/31/2021	(2,346.52)								
0.00	107290,	RECORD RESTRICTED WATER USAGE	7/31/2021	1,379.00	(1,379.00)							
0.00	JUL AP,	AP CLEARING JULY	7/31/2021	(457,697.26)					(674,997.41)	(15,648.48)	(7,294.97)	(506.53)
0.00	JUN GBI,	LANDFILL INTERFUND CHARGES JUNE	6/30/2021	(42.21)								
0.00	107227,	NET PAYROLL TRANSFER JUL	7/31/2021	(728,124.09)								
0.00	JUL PRJ,	Payroll Journals	7/31/2021	456,828.63					(178,570.37)	(124,810.34)	(89,941.01)	
0.00		TOTALS		(631,455.61)	(10,621.65)	-	-	(2,742,112.18)	(788,229.98)	20,254.83	(80,681.78)	(506.53)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

July-21

JE's	Description	Finance Business Date	08	08	08	10	10	12	13	30	32	34	41	43
			Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900	Risk Management 34 11900	Airport Construction 41 11900	Capital Expenditures 43 11900
107067,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2021				(502.25)								
107068,	STND2: BUDGETED INTERFUND TRANSF	7/31/2021				(5,577.33)		(8,333.33)		1,277.00				
107069,	STND3: MAPPING SYSTEM CHARGES	7/31/2021				(22.08)								
107070,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2021				(300.00)								
107071,	STND5: COMPUTER SYSTEM CHARGES	7/31/2021				(1,654.17)								
367,	RECORD RESTRICTED WATER USAGE	1/31/2021												
103291,	RECORD RESTRICTED WATER USAGE	3/31/2021												
104432,	RECORD RESTRICTED WATER USAGE	4/30/2021												
105330,	PCARD DISTRIBUTION 6 / 4	5/31/2021				(4,038.83)								
105332,	PCARD DISTRIBUTION 6 / 4 UPDATE	5/31/2021												
105333,	RECLASS MAY CC CHARGES	5/31/2021												
105336,	RECORD RESTRICTED WATER USAGE	5/31/2021												
106250,	LANDFILL ALLOCATION JUN	6/30/2021								8,469.46				
106308,	RECLASS ADVERTISING	6/30/2021				(724.00)							724.00	
106316,	EQUIPMENT USAGE JUNE	6/30/2021												
106317,	MATERIAL USAGE JUNE	6/30/2021												
106321,	BUD TRANS 2Q FROM SAGE GROUSE	6/30/2021								(8,349.83)				
106323,	CFMS REVENUE & ESPENSE REPORT	6/30/2021												
106332,	MOTORPOOL RENTS JUNE	6/30/2021												
106333,	RECORD RESTRICTED WATER USAGE	6/30/2021												
106334,	CDOR FUEL TAX CLAIM 2ND QTR 21	6/30/2021												
106338,	RECLASS ADVERTISING	6/30/2021												
107106,	PW - AIRPORT GROUND RENT	7/31/2021				22,323.21								
107107,	WATER & SEWER POSTAGE 3RD QTR	7/31/2021												
107215,	RECLASS TOMICHI REPAIRS	7/31/2021										(8,420.39)		
107263,	RECORD PW COMP EARNED JUL	7/31/2021												
107281,	REVENUE CLEARING ACTIVITY JUL	7/31/2021				84,275.73		348,384.07	50,313.78				1,088,171.90	200,000.00
107284,	LANDFILL ALLOCATION JULY	7/31/2021								9,276.59				
107285,	POSTAGE USAGE JULY 2021	7/31/2021												
107286,	COPIES BLACK JUL 2021	7/31/2021				(39.40)								
107287,	COPIES COLOR JUL 2021	7/31/2021				(110.94)								
107288,	REC MED/DEN/FLEX/Rx CHECKS JUL	7/31/2021												
107290,	RECORD RESTRICTED WATER USAGE	7/31/2021												
JUL AP,	AP CLEARING JULY	7/31/2021				(125,806.68)		(346,809.96)		(16,614.82)	(225.00)		(1,153,252.21)	(822.94)
JUN GBI,	LANDFILL INTERFUND CHARGES JUNE	6/30/2021												
107227,	NET PAYROLL TRANSFER JUL	7/31/2021												
JUL PRJ,	Payroll Journals	7/31/2021				(63,463.38)								
TOTALS			-	-	-	(95,640.12)	-	(6,759.22)	50,313.78	(15,337.82)	9,171.22	(8,420.39)	(64,356.31)	199,177.06

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

July-21

JE's	Description	Finance Business Date	50	50	51	51	52	52	52	70	70	71	71	72
			Sewer Fund 50 11900	Sewer Bond Reserve 50 11101	Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101	Landfill Construction 52 11102	Housing Authority 70 11900	Hsg Auth Deposits 70 11101	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900
107067,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2021	(397.13)		(576.68)		(10,584.73)							
107068,	STND2: BUDGETED INTERFUND TRANSF	7/31/2021	(3,903.17)		1,061.17		(6,526.00)			(818.33)				
107069,	STND3: MAPPING SYSTEM CHARGES	7/31/2021			(661.50)					(22.08)				
107070,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2021												
107071,	STND5: COMPUTER SYSTEM CHARGES	7/31/2021			(166.67)		(420.83)							
367,	RECORD RESTRICTED WATER USAGE	1/31/2021												
103291,	RECORD RESTRICTED WATER USAGE	3/31/2021												
104432,	RECORD RESTRICTED WATER USAGE	4/30/2021												
105330,	PCARD DISTRIBUTION 6 / 4	5/31/2021			(105.58)		(4,157.40)							
105332,	PCARD DISTRIBUTION 6 / 4 UPDATE	5/31/2021												
105333,	RECLASS MAY CC CHARGES	5/31/2021												
105336,	RECORD RESTRICTED WATER USAGE	5/31/2021												
106250,	LANDFILL ALLOCATION JUN	6/30/2021					(34,543.75)	5,531.52	20,542.77					
106308,	RECLASS ADVERTISING	6/30/2021												
106316,	EQUIPMENT USAGE JUNE	6/30/2021			(345.00)		(2,953.90)							
106317,	MATERIAL USAGE JUNE	6/30/2021					(799.20)							
106321,	BUD TRANS 2Q FROM SAGE GROUSE	6/30/2021												
106323,	CFMS REVENUE & ESPENSE REPORT	6/30/2021												
106332,	MOTORPOOL RENTS JUNE	6/30/2021												
106333,	RECORD RESTRICTED WATER USAGE	6/30/2021												
106334,	CDOR FUEL TAX CLAIM 2ND QTR 21	6/30/2021			30.88		403.88							
106338,	RECLASS ADVERTISING	6/30/2021												
107106,	PW - AIRPORT GROUND RENT	7/31/2021			(22,323.21)									
107107,	WATER & SEWER POSTAGE 3RD QTR	7/31/2021	(365.87)		(179.01)									
107215,	RECLASS TOMICHI REPAIRS	7/31/2021	8,420.39											
107263,	RECORD PW COMP EARNED JUL	7/31/2021					(192.11)							
107281,	REVENUE CLEARING ACTIVITY JUL	7/31/2021					88.84				9,990.00			
107284,	LANDFILL ALLOCATION JULY	7/31/2021					(37,745.85)	6,039.29	22,429.97					
107285,	POSTAGE USAGE JULY 2021	7/31/2021												
107286,	COPIES BLACK JUL 2021	7/31/2021												
107287,	COPIES COLOR JUL 2021	7/31/2021												
107288,	REC MED/DEN/FLEX/Rx CHECKS JUL	7/31/2021												
107290,	RECORD RESTRICTED WATER USAGE	7/31/2021												
JUL AP,	AP CLEARING JULY	7/31/2021	(177,046.18)		(7,872.26)		(23,783.94)			(1,419.16)		(3,983.77)		
JUN GBI,	LANDFILL INTERFUND CHARGES JUNE	6/30/2021					42.21							
107227,	NET PAYROLL TRANSFER JUL	7/31/2021												
JUL PRJ,	Payroll Journals	7/31/2021	(3,482.54)		(9,797.58)		(50,322.40)							
	TOTALS		(176,774.50)	-	(40,935.44)	-	(171,495.18)	11,570.81	42,972.74	(2,259.57)	-	6,006.23	-	-

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

July-21

JE's	Description	Finance Business Date	80	82	90	90	91	92	93	95	95
			Internal Service I 80 11900	Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900	Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
107067,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2021	28,526.60								
107068,	STND2: BUDGETED INTERFUND TRANSF	7/31/2021	(293.34)	(3,474.50)	(4,086.00)		(3,561.08)	(945.83)			
107069,	STND3: MAPPING SYSTEM CHARGES	7/31/2021		14,289.74							
107070,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2021	(37.50)	6,674.07					(37.50)		
107071,	STND5: COMPUTER SYSTEM CHARGES	7/31/2021	(166.67)	35,948.58					(210.00)		
367,	RECORD RESTRICTED WATER USAGE	1/31/2021									
103291,	RECORD RESTRICTED WATER USAGE	3/31/2021									
104432,	RECORD RESTRICTED WATER USAGE	4/30/2021									
105330,	PCARD DISTRIBUTION 6 / 4	5/31/2021	(2,064.29)	(3,841.42)					(70.00)		
105332,	PCARD DISTRIBUTION 6 / 4 UPDATE	5/31/2021									
105333,	RECLASS MAY CC CHARGES	5/31/2021									
105336,	RECORD RESTRICTED WATER USAGE	5/31/2021									
106250,	LANDFILL ALLOCATION JUN	6/30/2021									
106308,	RECLASS ADVERTISING	6/30/2021									
106316,	EQUIPMENT USAGE JUNE	6/30/2021	139,474.13								
106317,	MATERIAL USAGE JUNE	6/30/2021	18,276.98								
106321,	BUD TRANS 2Q FROM SAGE GROUSE	6/30/2021									
106323,	CFMS REVENUE & ESPENSE REPORT	6/30/2021									
106332,	MOTORPOOL RENTS JUNE	6/30/2021	3,100.16	(8.40)							
106333,	RECORD RESTRICTED WATER USAGE	6/30/2021									
106334,	CDOR FUEL TAX CLAIM 2ND QTR 21	6/30/2021	2,350.26								
106338,	RECLASS ADVERTISING	6/30/2021									
107106,	PW - AIRPORT GROUND RENT	7/31/2021									
107107,	WATER & SEWER POSTAGE 3RD QTR	7/31/2021									
107215,	RECLASS TOMICHI REPAIRS	7/31/2021									
107263,	RECORD PW COMP EARNED JUL	7/31/2021	(272.22)								
107281,	REVENUE CLEARING ACTIVITY JUL	7/31/2021					111,987.90	342,008.99			
107284,	LANDFILL ALLOCATION JULY	7/31/2021									
107285,	POSTAGE USAGE JULY 2021	7/31/2021		2,059.64							
107286,	COPIES BLACK JUL 2021	7/31/2021		1,127.04							
107287,	COPIES COLOR JUL 2021	7/31/2021		1,553.10							
107288,	REC MED/DEN/FLEX/Rx CHECKS JUL	7/31/2021			(203,304.69)	205,651.21					
107290,	RECORD RESTRICTED WATER USAGE	7/31/2021									
JUL AP,	AP CLEARING JULY	7/31/2021	(153,731.07)	(2,466.78)	(51,671.97)		(161,546.75)	(232,838.40)		3,616,036.54	
JUN GBI,	LANDFILL INTERFUND CHARGES JUNE	6/30/2021									
107227,	NET PAYROLL TRANSFER JUL	7/31/2021									728,124.09
JUL PRJ,	Payroll Journals	7/31/2021	(81,131.03)	(29,417.50)	178,619.03				(4,511.51)		
	TOTALS		(45,967.99)	22,443.57	(80,443.63)	205,651.21	(53,119.93)	108,224.76	(4,829.01)	3,616,036.54	728,124.09

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Tax -LMD Reports

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

June 2021 Sales Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports.

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 8/11/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/17/2021

Gunnison County, Colorado
County Taxable Sales
For the Year Ended 12/31/21

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	16,592,456	17,005,091	17,498,356	17,802,918	19,214,279	24,686,272							112,799,372
Crested Butte	12,513,507	13,017,048	16,540,802	7,696,158	9,230,655	16,590,751							75,588,921
Mt. Crested Butte	4,990,371	6,986,247	7,855,129	2,046,403	1,593,221	3,321,433							26,792,804
Marble	134,091	110,204	163,848	95,749	262,325	495,547							1,261,764
Pitkin	60,157	74,791	61,971	51,597	114,822	254,657							617,995
Unincorporated	7,999,252	8,959,136	9,714,171	7,854,839	9,857,208	15,130,334							59,514,940
TOTAL TAXABLE SALES	42,289,834	46,152,517	51,834,277	35,547,664	40,272,510	60,478,994	0	0	0	0	0	0	276,575,796
Computed 1% Sales Tax	422,898.34	461,525.17	518,342.77	355,476.64	402,725.10	604,789.94	0.00	0.00	0.00	0.00	0.00	0.00	2,765,757.96
% Incr(Decr) of 2021 over 2020	11.54%	21.90%	67.66%	39.42%	34.53%	40.95%							

For the Year Ended 12/31/20

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	14,635,850	14,000,127	15,133,045	11,932,684	15,954,321	19,372,536	23,038,867	22,218,810	26,371,538	20,261,753	15,982,681	18,321,705	217,223,917
Crested Butte	10,471,137	9,450,851	6,444,115	5,175,176	5,488,622	10,999,031	17,679,453	15,578,385	15,561,932	10,587,353	8,350,809	13,913,764	129,700,628
Mt. Crested Butte	5,027,827	5,730,611	3,186,788	1,908,470	835,291	1,349,158	3,849,787	3,121,506	2,888,821	1,639,309	1,767,046	5,411,868	36,716,482
Marble	75,081	57,884	60,091	83,170	207,672	381,939	486,729	395,287	478,854	317,888	102,207	210,200	2,857,002
Pitkin	60,171	36,829	(13,486)	43,998	58,737	169,813	235,564	163,847	251,899	104,841	114,662	51,277	1,278,152
Unincorporated	7,645,916	8,584,311	6,106,643	6,353,506	7,390,112	10,634,557	12,475,812	11,308,379	11,386,336	8,997,474	8,990,856	12,563,534	112,437,436
TOTAL TAXABLE SALES	37,915,982	37,860,613	30,917,196	25,497,004	29,934,755	42,907,034	57,766,212	52,786,214	56,939,380	41,908,618	35,308,261	50,472,348	500,213,617
Computed 1% Sales Tax	379,159.82	378,606.13	309,171.96	254,970.04	299,347.55	429,070.34	577,662.12	527,862.14	569,393.80	419,086.18	353,082.61	504,723.48	5,002,136.17
% Incr(Decr) of 2020 over 2019	15.90%	17.12%	-9.57%	-0.53%	9.50%	2.63%	2.32%	6.46%	28.78%	13.56%	11.42%	13.55%	9.38%

	Y-T-D 2020 TOTAL	Y-T-D 2021 TOTAL	Difference	%
City of Gunnison	91,028,563	112,799,372	21,770,809	23.92%
Crested Butte	48,028,932	75,588,921	27,559,989	57.38%
Mt. Crested Butte	18,038,145	26,792,804	8,754,659	48.53%
Marble	865,837	1,261,764	395,927	45.73%
Pitkin	356,062	617,995	261,933	73.56%
Unincorporated	46,715,045	59,514,940	12,799,895	27.40%
TOTAL TAXABLE SALES	205,032,584	276,575,796	71,543,212	34.89%
TOTAL COUNTY REVENUE	1,161,754	1,574,368	412,614	35.52%

	Y-T-D 2019 TOTAL	Y-T-D 2020 TOTAL	Difference	%
City of Gunnison	89,404,412	91,028,563	1,624,151	1.82%
Crested Butte	51,588,670	48,028,932	(3,559,738)	-6.90%
Mt. Crested Butte	22,036,085	18,038,145	(3,997,940)	-18.14%
Marble	980,075	865,837	(114,238)	-11.66%
Pitkin	1,297,304	356,062	(941,242)	-72.55%
Unincorporated	28,699,199	46,715,045	18,015,846	62.77%
TOTAL TAXABLE SALES	194,005,745	205,032,584	11,026,839	5.68%
TOTAL COUNTY REVENUE	1,024,647	1,161,754	137,107	13.38%

PREVIOUS YEARS FOR COMPARISON

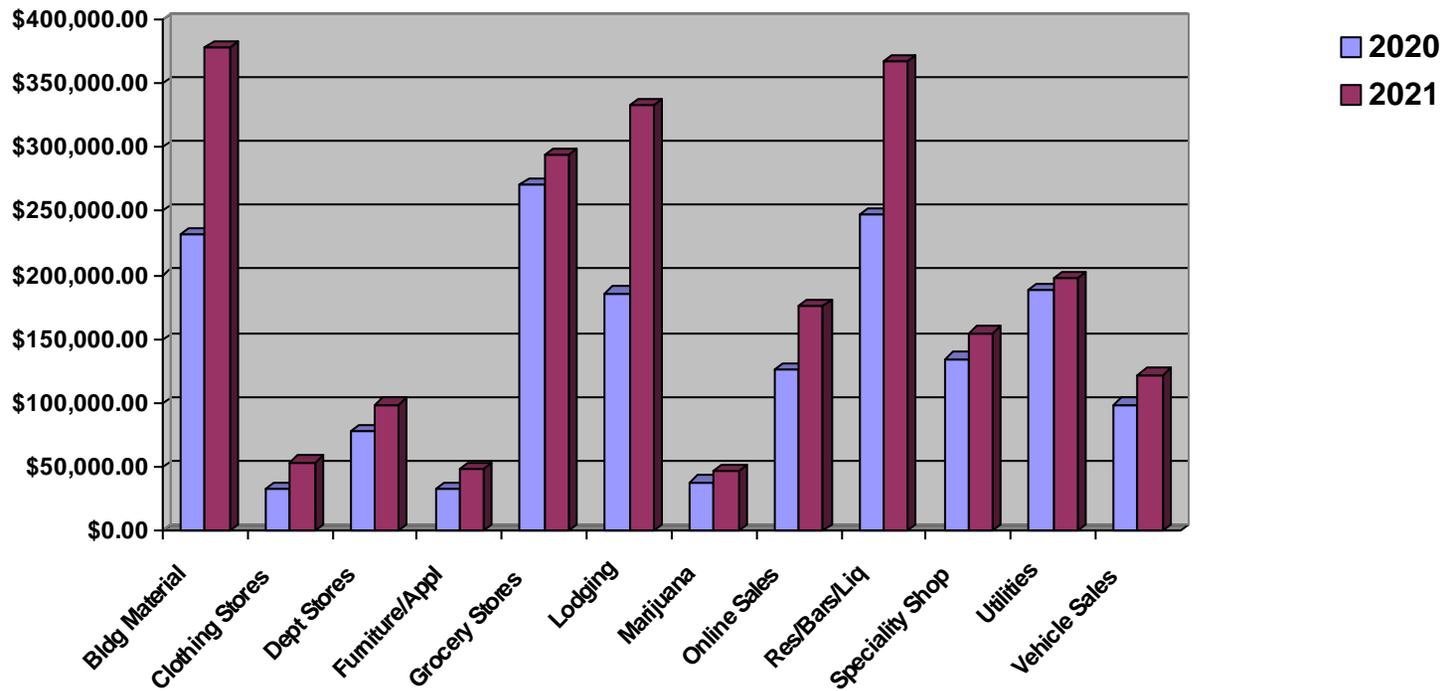
	2018 TOTAL	2019 TOTAL	Difference	%
City of Gunnison	190,666,769	208,654,907	17,988,138	9.43%
Crested Butte	126,866,234	124,011,858	(2,854,376)	-2.25%
Mt. Crested Butte	40,815,057	41,690,589	875,532	2.15%
Marble	2,157,469	2,611,538	454,069	21.05%
Pitkin	1,069,451	1,485,301	415,850	38.88%
Unincorporated	57,515,834	78,846,346	21,330,512	37.09%
TOTAL TAXABLE SALES	419,090,814	457,300,539	38,209,725	9.12%

	2017 TOTAL	2018 TOTAL	Difference	%
City of Gunnison	175,996,491	190,666,769	14,670,278	8.34%
Crested Butte	108,890,946	126,866,234	17,975,288	16.51%
Mt. Crested Butte	38,963,525	40,815,057	1,851,532	4.75%
Marble	1,481,919	2,157,469	675,550	45.59%
Pitkin	941,177	1,069,451	128,274	13.63%
Unincorporated	48,058,750	57,515,834	9,457,084	19.68%
TOTAL TAXABLE SALES	374,332,808	419,090,814	44,758,006	11.96%

SALES TAX REVENUE COMPARISONS

YEAR													Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
2021	Current Month TOTAL COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64							\$ 1,574,367.69	\$ 1,574,367.69	\$ 2,633,392.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%								35.52%	59.78%
2020	Current Month TOTAL COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41	\$ 2,869,287.29	\$ 1,161,754.16	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		13.38%	49.13%
2019	Current Month TOTAL COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 260,373.24	\$ 2,502,978.46	\$ 1,024,646.74	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		7.55%	48.56%
2018	Current Month TOTAL COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 952,704.72	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		11.12%	49.52%
2017	Current Month TOTAL COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98	\$ 1,963,145.82	\$ 857,361.02	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		2.05%	46.64%
2016	Current Month TOTAL COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30	\$ 1,881,604.24	\$ 840,107.91	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		11.09%	45.71%
2015	Current Month TOTAL COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68	\$ 1,758,576.30	\$ 756,238.42	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		10.16%	47.56%
2014	Current Month TOTAL COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60	\$ 1,623,680.64	\$ 686,464.78	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		4.68%	46.63%
2013	Current Month TOTAL COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93	\$ 1,510,103.53	\$ 655,778.59	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		2.92%	46.00%
2012	Current Month TOTAL COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54	\$ 1,407,944.60	\$ 637,158.00	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		8.21%	47.93%
2011	Current Month TOTAL COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78	\$ 1,374,141.13	\$ 588,793.00	\$ 1,314,611.00
	% Change over previous year (monthly)	0.08%	2.33%	-6.44%	6.03%	5.34%	-4.07%	4.40%	1.19%	9.97%	-2.08%	3.07%	4.34%		-0.46%	44.79%
2010	Current Month TOTAL COUNTY REVENUE	\$ 98,400.27	\$ 96,807.67	\$ 127,414.83	\$ 67,498.88	\$ 76,966.39	\$ 124,445.99	\$ 170,158.18	\$ 155,201.21	\$ 119,801.59	\$ 93,460.15	\$ 83,089.19	\$ 135,867.11	\$ 1,349,111.46	\$ 591,534.03	\$ 1,448,152.00
	% Change over previous year (monthly)	-9.51%	-6.61%	11.82%	-4.86%	-7.74%	-3.63%	6.07%	6.73%	-5.77%	5.35%	7.94%	3.59%		-3.00%	40.85%
2009	Current Month TOTAL COUNTY REVENUE	\$ 108,739.89	\$ 103,664.68	\$ 113,950.67	\$ 70,950.60	\$ 83,421.06	\$ 129,132.90	\$ 160,419.87	\$ 145,416.76	\$ 127,133.00	\$ 88,715.98	\$ 76,977.54	\$ 131,163.52	\$ 1,339,686.47	\$ 609,859.80	\$ 1,350,032.00

2020/2021 YTD INDUSTRY COMPARISON AS OF JUNE



Taxes by Industry and Jurisdiction

June 2021

Amusement & Entertainment

<i>Almont</i>	1326.78
<i>Crested Butte</i>	6673.36
<i>Gunnison</i>	9195.59
<i>Marble</i>	37.77
<i>Mt. Crested Butte</i>	2132.80
<i>Ohio City</i>	17.67
<i>Parlin</i>	30.91
<i>Pitkin</i>	16.66
<i>Powderhorn</i>	0.52
<i>Rem of Cnty</i>	3849.65
<i>Somerset</i>	1.69

Grand Total By Industry: \$23,283.40

Bldg Material & Trades

<i>Almont</i>	11.40
<i>Crested Butte</i>	28791.67
<i>Gunnison</i>	49973.90
<i>Marble</i>	517.99
<i>Mt. Crested Butte</i>	1060.89
<i>Ohio City</i>	492.14
<i>Pitkin</i>	447.50
<i>Powderhorn</i>	37.69
<i>Rem of Cnty</i>	15285.41
<i>Somerset</i>	228.33

Grand Total By Industry: \$96,846.92

Clothing Stores

<i>Almont</i>	29.10
<i>Crested Butte</i>	8037.80
<i>Gunnison</i>	3220.03
<i>Marble</i>	11.23
<i>Mt. Crested Butte</i>	591.85
<i>Ohio City</i>	8.23
<i>Parlin</i>	4.38
<i>Pitkin</i>	6.40
<i>Powderhorn</i>	4.26

<i>Rem of Cnty</i>	541.00
<i>Somerset</i>	29.11

Grand Total By Industry: \$12,483.39

Department Stores

<i>Almont</i>	15.44
<i>Crested Butte</i>	1453.51
<i>Gunnison</i>	20178.92
<i>Marble</i>	13.62
<i>Mt. Crested Butte</i>	227.97
<i>Ohio City</i>	28.49
<i>Parlin</i>	0.41
<i>Pitkin</i>	11.22
<i>Powderhorn</i>	0.58
<i>Rem of Cnty</i>	898.43
<i>Somerset</i>	18.74

Grand Total By Industry: \$22,847.33

Furniture & Appliance Stores

<i>Almont</i>	8.01
<i>Crested Butte</i>	2535.44
<i>Gunnison</i>	3137.14
<i>Marble</i>	63.50
<i>Mt. Crested Butte</i>	2656.71
<i>Ohio City</i>	18.05
<i>Pitkin</i>	13.87
<i>Powderhorn</i>	0.93
<i>Rem of Cnty</i>	2983.31
<i>Somerset</i>	9.21

Grand Total By Industry: \$11,426.17

Gas/Convenience Stores

<i>Almont</i>	2.10
<i>Crested Butte</i>	1398.30
<i>Gunnison</i>	4926.23
<i>Pitkin</i>	522.49
<i>Rem of Cnty</i>	0.17
<i>Somerset</i>	343.55

Grand Total By Industry: \$7,192.84

Grocery Stores

<i>Almont</i>	51.84
<i>Crested Butte</i>	13610.71

<i>Gunnison</i>	45777.70
<i>Marble</i>	103.88
<i>Mt. Crested Butte</i>	99.03
<i>Ohio City</i>	103.06
<i>Pitkin</i>	3.68
<i>Powderhorn</i>	0.65
<i>Rem of Cnty</i>	480.78
<i>Somerset</i>	0.70

Grand Total By Industry: \$60,232.03

Lodging

<i>Almont</i>	5147.50
<i>Crested Butte</i>	18204.31
<i>Gunnison</i>	12123.61
<i>Marble</i>	893.01
<i>Mt. Crested Butte</i>	16456.85
<i>Ohio City</i>	19.90
<i>Pitkin</i>	196.22
<i>Powderhorn</i>	1257.19
<i>Rem of Cnty</i>	16662.22
<i>Somerset</i>	50.38

Grand Total By Industry: \$71,011.19

Manufacturing

<i>Almont</i>	174.88
<i>Crested Butte</i>	3572.75
<i>Gunnison</i>	5491.16
<i>Marble</i>	45.34
<i>Mt. Crested Butte</i>	1211.89
<i>Ohio City</i>	38.72
<i>Pitkin</i>	63.94
<i>Powderhorn</i>	0.37
<i>Rem of Cnty</i>	4824.10
<i>Somerset</i>	1078.89
<i>Tincup</i>	6.09

Grand Total By Industry: \$16,508.13

Marijuana

<i>Crested Butte</i>	3049.85
<i>Gunnison</i>	5641.19
<i>Mt. Crested Butte</i>	0.58

Grand Total By Industry: \$8,691.62

Miscellaneous Services

<i>Almont</i>	6282.43
<i>Crested Butte</i>	15122.57
<i>Gunnison</i>	22422.21
<i>Marble</i>	328.03
<i>Mt. Crested Butte</i>	1601.56
<i>Ohio City</i>	57.53
<i>Parlin</i>	5.72
<i>Pitkin</i>	218.28
<i>Powderhorn</i>	11.27
<i>Rem of Cnty</i>	16281.95
<i>Sapinero</i>	2.11
<i>Somerset</i>	1799.91

Grand Total By Industry: \$64,133.57

Online Sales

<i>Rem of Cnty</i>	36125.13
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Grand Total By Industry: \$36,125.13

Ranching & Agriculture

<i>Crested Butte</i>	191.20
<i>Gunnison</i>	76.13
<i>Marble</i>	81.20
<i>Pitkin</i>	0.15
<i>Rem of Cnty</i>	65.72

Grand Total By Industry: \$414.40

Restaurant/Bars/Liquor Stores

<i>Crested Butte</i>	38159.62
<i>Gunnison</i>	33206.67
<i>Marble</i>	2367.25
<i>Mt. Crested Butte</i>	3076.00
<i>Pitkin</i>	162.16
<i>Rem of Cnty</i>	6551.35
<i>Somerset</i>	14.31

Grand Total By Industry: \$83,537.36

Specialty Shops

<i>Almont</i>	44.25
<i>Crested Butte</i>	18193.26
<i>Gunnison</i>	13644.48
<i>Marble</i>	287.76
<i>Mt. Crested Butte</i>	560.83

<i>Ohio City</i>	48.69
<i>Parlin</i>	3.06
<i>Pitkin</i>	75.47
<i>Powderhorn</i>	61.37
<i>Rem of Cnty</i>	7510.03
<i>Sapinero</i>	3.18
<i>Somerset</i>	2652.59
<i>Tincup</i>	37.84

Grand Total By Industry: \$43,122.81

Utilities

<i>Almont</i>	927.69
<i>Crested Butte</i>	3244.23
<i>Gunnison</i>	5329.04
<i>Marble</i>	157.04
<i>Mt. Crested Butte</i>	3069.34
<i>Ohio City</i>	84.42
<i>Parlin</i>	0.86
<i>Pitkin</i>	288.33
<i>Powderhorn</i>	3.93
<i>Rem of Cnty</i>	10842.69
<i>Somerset</i>	279.32

Grand Total By Industry: \$24,226.89

Vehicle Sales/Parts/Services

<i>Almont</i>	9.87
<i>Crested Butte</i>	3668.93
<i>Gunnison</i>	12518.72
<i>Marble</i>	47.85
<i>Mt. Crested Butte</i>	468.03
<i>Ohio City</i>	8.07
<i>Parlin</i>	1.43
<i>Pitkin</i>	520.20
<i>Rem of Cnty</i>	5373.31
<i>Somerset</i>	90.35

Grand Total By Industry: \$22,706.76

\$604,789.94

June 2021

Taxes by Industry

Amusement & Entertainment	\$23,283.40
Bldg Material & Trades	\$96,846.92
Clothing Stores	\$12,483.39
Department Stores	\$22,847.33
Furniture & Appliance Stores	\$11,426.17
Gas/Convenience Stores	\$7,192.84
Grocery Stores	\$60,232.03
Lodging	\$71,011.19
Manufacturing	\$16,508.13
Marijuana	\$8,691.62
Miscellaneous Services	\$64,133.57
Online Sales	\$36,125.13
Ranching & Agriculture	\$414.40
Restaurant/Bars/Liquor Stores	\$83,537.36
Specialty Shops	\$43,122.81
Utilities	\$24,226.89
Vehicle Sales/Parts/Services	\$22,706.76
<i>GRAND TOTAL:</i>	\$604,789.94

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2021	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00								
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00								
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)								
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,562,962.30
% Change over previous year (cumulative)		32.88%	40.50%	64.94%	60.58%	70.92%	78.01%								
2020	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 878,026.68
% Change over previous year (cumulative)		5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 946,464.05
% Change over previous year (cumulative)		20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 935,823.57
% Change over previous year (cumulative)		15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	
2017	Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
	Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
	Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
	Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 819,874.87
% Change over previous year (cumulative)		-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
2016	Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
	Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
	Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
	Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 771,055.84
% Change over previous year (cumulative)		48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 650,010.81
% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 553,250.49
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 471,131.54
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 433,561.96
% Change over previous year (cumulative)	16.10%	29.82%	-8.20%	-7.24%	-3.98%	-2.94%	3.28%	3.23%	8.23%	10.52%	11.11%	8.30%	8.30%	
2011														
Current Month Net Collection	18,937.12	1,104.76	270,773.23	30,367.37	663.36	125,580.61	9,481.00	3,191.13	363,759.45	25,523.22	1,388.00	160,304.38		
Interest Credit	33.13	52.32	3.31	381.87	113.77	16.87	4.00	115.06	334.46	(82.22)	8.00	6.22		
Program Cost	-	-	-	(72.08)	(22.09)	(1,244.91)	31.75	29.68	20.18	97.63	133.81	15.17		
Current Total Distribution	\$ 18,970.25	\$ 1,157.08	\$ 270,776.54	\$ 30,677.16	\$ 755.04	\$ 124,352.57	\$ 9,516.75	\$ 3,335.87	\$ 364,114.09	\$ 25,538.63	\$ 1,529.81	\$ 160,325.77	\$ 1,011,049.56	\$ 446,688.64
% Change over previous year (cumulative)	28.17%	-5.25%	6.58%	12.59%	10.03%	7.31%	7.71%	4.24%	1.47%	1.67%	1.02%	2.83%	2.83%	
2010														
Current Month Net Collection	14,751.40	6,362.16	251,692.03	12,616.22	7,438.11	124,451.70	7,299.63	17,229.27	370,895.72	23,464.77	6,891.62	141,091.75		
Interest Credit	49.15	80.18	10.54	56.14	146.69	12.68	47.20	84.21	8.44	-	-	6.13		
Program Cost	-	-	-	-	(247.69)	(1,166.31)	(68.36)	-	-	-	-	-		
Current Total Distribution	\$ 14,800.55	\$ 6,442.34	\$ 251,702.57	\$ 12,672.36	\$ 7,337.11	\$ 123,298.07	\$ 7,278.47	\$ 17,313.48	\$ 370,904.16	\$ 23,464.77	\$ 6,891.62	\$ 141,097.88	\$ 983,203.38	\$ 416,253.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Submission of Gunnison County's First Quarterly Fi

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

New Transparency Tool for the public and decision makers: Gunnison County's first Quarterly Financial Report as of June 30, 2021

Fiscal Impact: 0

Submitted by: Juan Guerra

Submitter's Email Address: jguerra@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: 8/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5 minutes

Agenda Date: 8/17/2021



Quarterly Fiscal Transparency Report

as of June 30, 2021

Reliable, timely, relevant, & transparent



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Gunnison County, Colorado
General Fund
UNAUDITED Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget vs Actual
For the QUARTER Ended June 30, 2021

4

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31, 2020 2019</u>	
Taxes:							
General property taxes	\$ 9,563,400	\$ 9,563,400	\$ 9,828,298	103%	\$ 264,898	\$ 9,687,834	\$ 9,089,841
Specific ownership tax	410,000	410,000	255,826	62%	(154,174)	466,597	504,108
Delinquent tax and interest	25,500	25,500	1,034	4%	(24,466)	32,865	20,135
Total Taxes	<u>9,998,900</u>	<u>9,998,900</u>	<u>10,085,158</u>	101%	86,258	<u>10,187,296</u>	<u>9,614,084</u>
Licenses and Permits:							
Liquor licenses	4,700	4,700	2,800	60%	(1,900)	5,100	5,775
Building permits	300,000	300,000	263,793	88%	(36,207)	339,171	385,596
Other licenses and permits	268,195	268,195	230,834	86%	(37,361)	314,850	381,624
Total Licenses and Permits	<u>572,895</u>	<u>572,895</u>	<u>497,427</u>	87%	(75,468)	<u>659,121</u>	<u>772,995</u>
Intergovernmental:							
Federal Grants	201,856	201,856	18,019	9%	(183,837)	1,670,260	375,197
State Grants	1,091,685	1,100,179	198,913	18%	(901,266)	1,673,289	1,602,844
Local Grants	370,603	487,913	175,921	36%	(311,992)	117,065	83,559
Total Intergovernmental	<u>1,664,144</u>	<u>1,789,948</u>	<u>392,853</u>	22%	(1,397,095)	<u>3,460,614</u>	<u>2,061,600</u>
Charges for Services:							
Clerk and recorder	456,000	456,000	314,948	69%	(141,052)	536,535	437,899
Sheriff's fees	65,000	65,000	50,876	78%	(14,124)	58,583	84,674
Treasurer's fees	890,000	890,000	876,265	98%	(13,735)	1,020,295	882,081
Assessor's Fees	8,000	8,000	5,870	73%	(2,130)	317,447	175,269
Public Health Fees	15,158	15,158	4,226	28%	(10,932)	6,925	6,698
Land Use Fees	300	300	563	188%	263	10,293	14,857
Useful Public Service	35,000	35,000	10,985	31%	(24,015)	50	955
Court Fines & Fees	83,353	83,353	28,752	34%	(54,601)	20,880	35,005
Other Fees	130,817	130,817	77,637	59%	(53,180)	45,759	88,168
Total Charges for Services	<u>1,683,628</u>	<u>1,683,628</u>	<u>1,370,122</u>	81%	(313,506)	<u>2,016,767</u>	<u>1,725,606</u>
Other Revenue:							
Investment income	203,040	203,040	(11,074)	-5%	(214,114)	287,734	344,271
Contributions	23,250	26,250	548	2%	(25,702)	261,463	85,427
Miscellaneous	381,861	384,115	91,972	24%	(292,143)	235,159	323,177
Transfer In	1,146,378	1,146,378	395,318	34%	(751,060)	839,968	957,983
Total Other Revenue	<u>1,754,529</u>	<u>1,759,783</u>	<u>476,764</u>	27%	(1,283,019)	<u>1,624,324</u>	<u>1,710,858</u>
Total Revenues	<u>\$ 15,674,096</u>	<u>\$ 15,805,154</u>	<u>\$ 12,822,324</u>	81%	<u>\$ (2,982,830)</u>	<u>\$ 17,948,122</u>	<u>\$ 15,885,143</u>
General Government:							
Commissioners	\$ 589,902	\$ 589,902	\$ 266,036	45%	\$ 323,866	\$ 450,430	\$ 517,336
Board Support	77,986	77,986	33,229	43%	44,757	73,747	66,076
Executive Management	490,707	490,707	202,421	41%	288,286	402,732	433,331
Public Information	63,753	63,753	26,876	42%	36,877	43,364	63,662
Clerk	59,843	59,873	32,011	53%	27,862	58,512	66,950
Motor Vehicle	324,849	324,849	165,823	51%	159,026	320,578	263,983
Recording	120,517	120,517	66,752	55%	53,765	119,914	213,634
Elections	261,657	261,657	109,406	42%	152,251	436,832	212,518
Revenue (Treasurer)	271,531	271,531	147,691	54%	123,840	244,709	240,508
Investments (Treasurer)	16,638	16,638	7,289	44%	9,349	14,549	16,984
Human Resources	175,351	197,733	66,760	34%	130,973	147,076	169,869
Wildlife Conservation	42,722	42,722	18,105	42%	24,617	35,818	54,906
Liquor License	10,106	10,106	4,926	49%	5,180	9,808	651,755
County Attorney	670,926	720,312	384,348	53%	335,964	759,212	10,074
Facilities & Grounds	1,015,005	1,015,005	448,197	44%	566,808	822,814	895,460
Project Services	82,307	82,307	34,305	42%	48,002	71,102	74,917
Property Records	334,700	334,700	112,297	34%	222,403	372,318	330,890
Valuation	729,019	729,019	277,979	38%	451,040	609,527	633,664
Communication	-	-	104,204	#DIV/0!	(104,204)	-	-
Administration	-	-	43,169	#DIV/0!	(43,169)	-	-
Development Review	634,544	634,544	296,514	47%	338,030	584,161	556,750
Oil and Gas Permitting	9,796	9,796	4,121	42%	5,675	8,740	7,049
Long Range Planning and Projects	305,926	305,926	204,537	67%	101,389	254,538	227,630

Gunnison County, Colorado
General Fund
UNAUDITED Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget vs Actual
For the QUARTER Ended June 30, 2021 - Continued

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31, 2020</u>	<u>2019</u>
Codes & Regulations	50,863	50,863	25,611	50%	25,252	49,555	50,445
Accounting & Auditing	510,544	545,001	285,796	52%	259,205	449,599	443,935
Planning and Analysis	126,520	128,720	57,996	45%	70,724	102,249	100,832
Compensated Absences	17,750	119,017	118,935	100%	82	-	82,162
Weather Modification	10,000	10,000	10,000	100%	-	10,000	10,000
Other General Fund Expenditures	1,949,223	1,949,223	518,167	27%	1,431,056	1,614,075	1,462,478
Energy Efficiency Initiatives	22,510	22,510	600	3%	21,910	6,810	2,685
Total General Government	8,975,195	9,184,917	4,074,101	44%	5,110,816	8,072,769	7,860,483
Judicial:							
District Attorney	425,703	425,703	321,235	75%	104,468	425,685	379,279
Total Judicial	425,703	425,703	321,235	75%	104,468	425,685	379,279
Public Safety:							
Detention Services	1,069,993	1,069,993	458,350	43%	611,643	919,057	943,125
Enforcement	837,855	837,855	357,272	43%	480,583	622,751	609,421
Operational Support	1,323,912	1,333,912	690,924	52%	642,988	1,065,304	992,962
Courtroom Security	97,320	97,320	47,374	49%	49,946	88,418	114,856
Investigations	215,229	215,229	69,496	32%	145,733	148,815	167,654
Major Incident Response	53,143	53,143	15,393	29%	37,750	48,715	21,794
Operational Support - Detention	218,114	218,114	99,483	46%	118,631	213,607	191,424
Education and Support	166,479	168,830	61,682	37%	107,148	152,555	9,098
Emergency Management	689,008	818,262	95,819	12%	722,443	1,556,169	212,430
Coroner	153,154	153,154	74,690	49%	78,464	151,174	154,320
Youth Intervention Services	219,191	219,191	100,599	46%	118,592	155,680	152,896
Total Public Safety	5,043,398	5,185,003	2,071,082	40%	3,113,921	5,122,245	3,569,980
Health and Welfare:							
Substance Abuse Prevention	166,500	166,500	77,036	46%	89,464	240,690	268,865
Program Support	45,083	45,083	14,410	32%	30,673	38,584	38,924
Senior Resources	204,362	209,362	73,072	35%	136,290	216,795	215,351
Child & Family Health	267,403	316,806	134,050	42%	182,756	198,175	246,798
Family Planning	113,300	113,300	45,625	40%	67,675	117,632	185,644
Total Health and Welfare	796,648	851,051	344,193	40%	506,858	811,876	955,582
Auxiliary Services:							
Alternative Services	75,189	75,189	36,355	48%	38,834	70,144	70,659
Adult Programming	74,204	74,204	33,251	45%	40,953	54,764	67,564
Youth Development	163,777	163,777	75,676	46%	88,101	127,283	147,962
Veterans	14,700	14,700	5,458	37%	9,242	12,305	12,523
Total Auxiliary Services	327,870	327,870	150,740	46%	177,130	264,496	298,708
Culture and Recreation:							
Fairgrounds Management	260,946	260,946	137,077	53%	123,869	230,171	295,701
Trails - Parks	284,998	284,998	60,028	21%	224,970	85,482	33,572
Landfill	2,275	2,275	133	6%	2,142	395	1,990
Historic Preservation	2,540	2,540	1,076	42%	1,464	8,326	7,212
Total Culture and Recreation	550,759	550,759	198,314	36%	352,445	324,374	338,475
Public Works:							
Weed Management	235,063	235,063	92,738	39%	142,325	242,194	226,618
Total Public Works	235,063	235,063	92,738	39%	142,325	242,194	226,618
Debt Service:							
Principal	5,006	5,006	21,989	439%	(16,983)	17,332	17,629
Interest	700	700	700	100%	-	297	-
Total Debt Service	5,706	5,706	22,689	398%	(16,983)	17,629	17,629
Other							
Transfer Out	630,100	630,100	204,851	33%	425,249	235,384	2,194,185
Other	-	-	-	#DIV/0!	-	-	-
Total Other	630,100	630,100	204,851	33%	425,249	235,384	2,194,185
Total Expenditures	\$ 16,990,442	\$ 17,396,172	7,479,943	43%	9,916,229	15,516,652	15,840,939
Net Change in Fund Balances	(1,316,346)	(1,591,018)	5,342,381		\$ 6,933,399	2,431,470	44,204
Fund Balances - Beginning of Year			8,639,786			6,208,316	6,164,112
Fund Balances - End of Period			\$ 13,982,167			\$ 8,639,786	\$ 6,208,316

Gunnison County, Colorado
Road and Bridge Fund
UNAUDITED Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget vs Actual
For the QUARTER Ended June 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31, 2020</u>	<u>2019</u>
Revenues:							
Specific ownership tax	\$ 200,000	\$ 200,000	\$ 137,753	69%	\$ (62,247)	\$ 235,343	\$ 271,449
Charges for Services:							
Municipalities	140,416	140,416	58,438	42%	(81,978)	60,063	98,319
Permits	13,400	13,400	18,254	136%	4,854	36,180	41,816
Other	620	620	-	0%	(620)	15,903	15
Intergovernmental:							
Payment in lieu of taxes	1,000,000	1,000,000	1,451,587	145%	451,587	1,341,378	1,340,468
Local grants	1,000	1,000	-	0%	(1,000)	6,032	10,487
Federal grants	2,100	2,100	-	0%	(2,100)	-	94,463
State grants	50,000	50,000	25,198	50%	(24,802)	54,755	53,556
Highway users trust fund	3,050,000	3,050,000	1,085,682	36%	(1,964,318)	2,661,570	3,533,555
Mineral leasing	350,000	350,000	-	0%	(350,000)	408,959	486,494
Other:							
Fines and forfeitures	110	110	-	0%	(110)	24	-
Investment income	35,000	35,000	(1,441)	-4%	(36,441)	60,077	72,941
Miscellaneous	40,048	40,048	97,067	242%	57,019	58,877	92,263
Transfers in	157,158	157,158	41,079	26%	(116,079)	83,676	64,824
Total Revenues	<u>5,039,852</u>	<u>5,039,852</u>	<u>2,913,617</u>	58%	<u>(2,126,235)</u>	<u>5,022,837</u>	<u>6,160,650</u>
Expenditures:							
Road construction	111,718	111,718	528,184	473%	(416,466)	523,390	440,252
Bridges	80,999	80,999	505	1%	80,494	21,200	103,566
Winter maintenance	1,442,744	1,442,744	610,060	42%	832,684	1,091,688	1,317,643
Operational support	592,225	592,225	231,879	39%	360,346	491,608	431,563
Trails and park	22,577	22,577	2,973	13%	19,604	11,310	7,744
Municipalities	175,103	175,103	72,395	41%	102,708	103,649	124,480
Road maintenance	3,011,852	3,111,852	1,363,999	44%	1,747,853	3,009,204	2,551,238
Capital outlay	-	-	-	#DIV/0!	-	-	40,301
Debt Service	-	-	-	#DIV/0!	-	128	128
Transfer out	332,185	332,185	89,369	27%	242,816	208,304	296,636
Total Expenditures	<u>5,769,403</u>	<u>5,869,403</u>	<u>2,899,364</u>	49%	<u>2,970,039</u>	<u>5,460,481</u>	<u>5,313,551</u>
Net Change in Fund Balances	\$ <u>(729,551)</u>	\$ <u>(829,551)</u>	14,253		\$ <u>843,804</u>	(437,644)	\$ 847,099
Fund Balances - Beginning of Year			2,634,144			3,071,788	2,224,689
Fund Balances - End of Year			\$ <u>2,648,397</u>			<u>2,634,144</u>	<u>3,071,788</u>

Gunnison County, Colorado
Human Services Fund
UNAUDITED Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget vs Actual
For the QUARTER Ended June 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31, 2020</u>	<u>2019</u>
Revenues:							
Taxes:							
Property tax revenue	\$ 332,000	\$ 332,000	\$ 340,452	103%	\$ 8,452	\$ 334,821	\$ 314,546
Delinquent tax and interest	1,100	1,100	37	3%	(1,063)	1,139	700
Intergovernmental:							
EBT reimbursements	4,421,844	4,421,844	2,575,842	58%	(1,846,002)	5,057,528	3,877,210
Other	60,000	60,000	12,953	22%	(47,047)	51,466	60,142
Other:							
Investment income	8,000	8,000	(17)	0%	(8,017)	6,979	12,841
Contributions	1,250	1,250	1,111	89%	(139)	1,822	7,598
Miscellaneous	11,900	11,900	162	1%	(11,738)	12,442	2,717
Total Revenues	<u>4,836,094</u>	<u>4,836,094</u>	<u>2,930,540</u>	61%	<u>(1,905,554)</u>	<u>5,466,197</u>	<u>4,275,754</u>
Expenditures:							
Youth and family prevention services	106,465	106,465	37,635	35%	68,830	80,899	123,960
Self-sufficiency development	518,932	518,932	283,567	55%	235,365	666,148	576,424
Program support	655,472	655,472	309,788	47%	345,684	499,495	531,191
Children and family services	1,065,555	1,065,555	515,718	48%	549,837	1,005,269	1,100,360
Child support enforcement	108,573	108,573	58,571	54%	50,002	100,842	92,119
Public assistance	2,275,262	2,275,262	1,673,863	74%	601,399	2,889,791	1,712,957
Transfer out	136,000	136,000	54,789	40%	(81,211)	139,558	119,680
Total Expenditures	<u>4,866,259</u>	<u>4,866,259</u>	<u>2,933,931</u>	60%	<u>1,769,906</u>	<u>5,382,002</u>	<u>4,256,691</u>
Net Change in Fund Balances	\$ <u>(30,165)</u>	\$ <u>(30,165)</u>	(3,391)		\$ <u>(135,648)</u>	84,195	19,063
Fund Balances - Beginning of Year			<u>285,587</u>			<u>201,392</u>	<u>182,329</u>
Fund Balances - End of Year			\$ <u>282,196</u>			\$ <u>285,587</u>	\$ <u>201,392</u>

Gunnison County, Colorado
Airport Operations Fund
UNAUDITED Schedule of Revenues, Expenses and Changes in Net Position
Budget vs Actual
For the QUARTER Ended June 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31, 2020</u>	<u>2019</u>
Revenues:							
Airport fees	\$ 514,034	\$ 514,034	\$ 240,322	47%	\$ (273,712)	\$ 428,505	\$ 582,081
Terminal & hanger rent	456,002	456,002	262,543	58%	(193,459)	251,981	458,376
Passenger Facility Charges	125,000	125,000	46,635	37%	(78,365)	106,768	99,017
Parking fees & fines	67,634	67,634	51,592	76%	(16,042)	85,594	-
Other	271,571	271,571	696,432	256%	424,861	296,563	402,126
Grant revenue:							
Federal	1,530,131	1,530,131	512,420	33%	(1,017,711)	2,036,352	1,030,469
State	57,000	57,000	18,424	32%	(38,576)	63,809	91,769
Other	30,000	30,000	-	0%	(30,000)	30,000	-
Transfers in	-	-	-	#DIV/0!	-	416,536	-
Investment revenue	21,000	21,000	(741)	-4%	(21,741)	45,583	48,678
Total Revenues	<u>3,072,372</u>	<u>3,072,372</u>	<u>1,827,627</u>	59%	<u>(1,244,745)</u>	<u>3,761,691</u>	<u>2,712,516</u>
Expenditures:							
Operational support	251,493	251,493	148,193	59%	103,300	275,591	222,473
Strategic development	102,557	102,557	57,314	56%	45,243	99,333	87,173
Airside	746,192	746,192	343,049	46%	403,143	656,822	788,775
Landside	279,830	279,830	148,543	53%	131,287	207,299	229,328
Capital Outlay	118,000	118,000	860,675	729%	(742,675)	1,186,238	1,039,200
Debt Service:	4,081	162,437	88,602	55%	(73,835)	4,081	-
Transfers out	1,403,779	1,403,779	39,041	3%	1,364,738	71,172	126,363
Total Expenses	<u>2,905,932</u>	<u>3,064,288</u>	<u>1,685,417</u>	55%	<u>1,231,201</u>	<u>2,500,536</u>	<u>2,493,312</u>
Change in Net Position - Budget Basis	\$ <u>166,440</u>	\$ <u>8,084</u>	142,210		\$ <u>(13,544)</u>	1,261,155	219,204
Reconciliation from Budget Basis to GAAP:							
Depreciation			-			(2,223,933)	(2,184,784)
Capital outlay			-			1,186,238	1,030,469
Net operating gain/(loss)			142,210			223,460	(935,111)
Net Position - Beginning of Year			35,148,215			34,924,755	35,859,866
Net Position - End of Year			\$ <u>35,290,425</u>			\$ <u>35,148,215</u>	\$ <u>34,924,755</u>

Gunnison County, Colorado
Sewer Fund
UNAUDITED Schedule of Revenues, Expenses and Changes in Net Position
Budget vs Actual
For the QUARTER Ended June 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31,</u>	
						<u>2020</u>	<u>2019</u>
Revenues:							
Dos Rios Division:							
Tap fees	\$ 5,500	\$ 5,500	\$ 11,000	200%	\$ 5,500	\$ 5,500	\$ 11,000
User fees	259,150	259,150	193,623	75%	(65,527)	257,498	265,575
Late fees	1,000	1,000	-	0%	(1,000)	399	1,843
Other revenue	23,810	23,810	5,057	21%	(18,753)	38,179	29,597
Total Dos Rios Division	<u>289,460</u>	<u>289,460</u>	<u>209,680</u>	<u>72%</u>	<u>(79,780)</u>	<u>301,576</u>	<u>308,015</u>
Somerset Division:							
User fees	20,290	20,290	15,208	75%	(5,082)	20,287	20,728
Late fees	80	80	-	0%	(80)	73	271
Other revenue	775	775	529	68%	(246)	724	2,011
Total Somerset Division	<u>21,145</u>	<u>21,145</u>	<u>15,737</u>	<u>74%</u>	<u>(5,408)</u>	<u>21,084</u>	<u>23,010</u>
Antelope Hills Division:							
Tap fees	5,500	5,500	-	0%	(5,500)	-	-
User fees	56,930	56,930	42,694	75%	(14,236)	56,925	52,560
Late fees	400	400	-	0%	(400)	238	941
Other revenue	1,660	1,660	866	52%	(794)	1,874	12,828
Total Antelope Hills Division	<u>64,490</u>	<u>64,490</u>	<u>43,560</u>	<u>68%</u>	<u>(20,930)</u>	<u>59,037</u>	<u>66,329</u>
North Gunnison Division:							
Tap fees	12,000	12,000	15,000	125%	3,000	23,500	16,500
User fees	316,370	316,370	245,590	78%	(70,780)	321,995	353,397
Late fees	1,000	1,000	-	0%	(1,000)	691	1,883
Other revenue	58,100	58,100	39,466	68%	(18,634)	58,403	4,778
Total North Gunnison Division	<u>387,470</u>	<u>387,470</u>	<u>300,056</u>	<u>77%</u>	<u>(87,414)</u>	<u>404,589</u>	<u>376,558</u>
Tomichi Division:							
User fees	20,961	20,961	2,936	14%	(18,025)	12,847	17,070
Other revenue	-	-	-	#DIV/0!	-	-	4,760
Total Tomichi Division	<u>20,961</u>	<u>20,961</u>	<u>2,936</u>	<u>14%</u>	<u>(18,025)</u>	<u>12,847</u>	<u>21,830</u>
Total Revenues	<u>783,526</u>	<u>783,526</u>	<u>571,969</u>	<u>73%</u>	<u>(211,557)</u>	<u>799,133</u>	<u>795,742</u>
Expenses:							
Dos Rios Division:							
Operations	270,322	270,322	129,853	48%	140,469	189,275	216,825
Transfers to other funds	25,910	25,910	15,114	58%	10,796	24,349	27,695
Capital outlay	40,000	40,000	-	0%	40,000	4,902	7,500
Debt service	-	-	-	#DIV/0!	-	-	-
Total Dos Rios Division	<u>336,232</u>	<u>336,232</u>	<u>144,967</u>	<u>43%</u>	<u>191,265</u>	<u>218,526</u>	<u>252,020</u>

Somerset Division:								
Operations	20,354	20,354	4,131	20%	16,223	14,858	-	
Transfers to other funds	831	831	485	58%	346	705	-	
Capital outlay	-	-	-	#DIV/0!	-	-	-	
Debt service	-	-	-	#DIV/0!	-	-	-	
Total Somerset Division	<u>21,185</u>	<u>21,185</u>	<u>4,616</u>	22%	<u>16,569</u>	<u>15,563</u>	<u>-</u>	
Antelope Hills Division:								
Operations	64,658	64,658	18,290	28%	46,368	51,754	49,823	
Transfers to other funds	4,674	4,674	2,727	58%	1,947	5,256	6,930	
Capital outlay	1,000	1,000	-	0%	1,000	-	-	
Debt service	-	-	-	#DIV/0!	-	-	-	
Total Antelope Hills Division	<u>70,332</u>	<u>70,332</u>	<u>21,017</u>	30%	<u>49,315</u>	<u>57,010</u>	<u>56,753</u>	
North Gunnison Division:								
Operations	286,677	286,677	147,756	52%	138,921	233,534	225,527	
Transfers to other funds	14,567	14,567	8,497	58%	6,070	13,861	15,806	
Capital outlay	1,000	1,000	-	0%	1,000	-	-	
Debt service	39,659	96,154	48,077	50%	48,077	112,910	114,160	
Total North Gunnison Division	<u>341,903</u>	<u>398,398</u>	<u>204,330</u>	51%	<u>194,068</u>	<u>360,305</u>	<u>355,493</u>	
Tomichi Division:								
Operations	18,788	18,788	9,285	49%	9,503	12,143	16,257	
Transfers to other funds	856	856	499	58%	357	705	813	
Capital outlay	-	-	-	#DIV/0!	-	-	-	
Debt service	-	-	-	#DIV/0!	-	-	-	
Total Tomichi Division	<u>19,644</u>	<u>19,644</u>	<u>9,784</u>	50%	<u>9,860</u>	<u>12,848</u>	<u>17,070</u>	
Total Expenses	<u>789,296</u>	<u>845,791</u>	<u>384,714</u>	45%	<u>461,077</u>	<u>664,252</u>	<u>681,336</u>	
Change in Net Position - Budget Basis	\$ <u>(5,770)</u>	\$ <u>(62,265)</u>	187,255		\$ <u>249,520</u>	134,881	114,406	
Reconciliation from Budget Basis to GAAP:								
Debt principle			-			33,596	51,017	
Depreciation			-			(236,980)	(236,195)	
Capital outlay			-			6,128	7,500	
Net operating gain/(loss)			<u>187,255</u>			<u>(62,375)</u>	<u>(63,272)</u>	
Net Position - Beginning of Year			2,882,224			2,944,599	3,007,871	
Net Position - End of Year			\$ <u>3,069,479</u>			\$ <u>2,882,224</u>	\$ <u>2,944,599</u>	

Gunnison County, Colorado
Water Fund
UNAUDITED Schedule of Revenues, Expenses and Changes in Net Position
Budget vs Actual
For the QUARTER Ended June 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31, 2020</u>	<u>2019</u>
Revenues:							
User fees	\$ 343,920	\$ 343,920	\$ 257,456	75%	\$ (86,464)	\$ 382,292	\$ 333,505
Availability fees	7,650	7,650	5,008	65%	(2,642)	7,079	6,916
Tap Connection	5,500	5,500	3,000	55%	(2,500)	-	8,500
Other	37,747	37,747	-	0%	(37,747)	3,147	81,826
Earnings on investments	1,600	1,600	(288)	-18%	(1,888)	13,655	14,971
Grant revenue	-	-	3,345	#DIV/0!	3,345	18,570	-
Transfers in	29,330	29,330	17,109	58%	(12,221)	29,181	28,024
Total Revenues	<u>425,747</u>	<u>425,747</u>	<u>285,630</u>	67%	<u>(140,117)</u>	<u>453,924</u>	<u>473,742</u>
Expenses:							
Dos Rios Division:							
Operating expenses	174,335	174,335	175,642	101%	(1,307)	188,610	147,772
Transfers to other funds	16,260	16,260	9,485	58%	6,775	-	-
Capital outlay	30,000	30,000	-	0%	30,000	-	-
Somerset Division:							
Debt service	8,024	8,024	-	0%	8,024	7,836	1,589
Antelope Hills Division:							
Operating expenses	52,138	52,138	13,456	26%	38,682	12,945	96,557
Transfers to other funds	336	336	196	58%	140	-	-
Debt service	42,940	42,940	21,470	50%	21,470	42,818	49,204
Utilities Administration:							
Operating expenses	81,320	81,320	57,064	70%	24,256	83,720	78,855
Capital outlay	1,000	1,000	-	0%	1,000	-	-
Debt service	154	154	-	0%	154	-	-
Total Expenses	<u>406,507</u>	<u>406,507</u>	<u>277,313</u>	68%	<u>129,194</u>	<u>350,449</u>	<u>397,677</u>
Change in Net Position - Budget Basis	\$ <u>19,240</u>	\$ <u>19,240</u>	8,317		\$ <u>(10,923)</u>	103,475	76,065
Reconciliation from Budget Basis to GAAP:							
Debt principle			-			27,870	27,155
Depreciation			-			(130,022)	(222,741)
Capital outlay			-			-	-
Net operating gain/(loss)			<u>8,317</u>			<u>1,323</u>	<u>(119,521)</u>
Net Position - Beginning of Year			1,957,529			1,956,206	2,075,727
Net Position - End of Year			<u>\$ 1,965,846</u>			<u>\$ 1,957,529</u>	<u>\$ 1,956,206</u>

Gunnison County, Colorado
Solid Waste Fund
UNAUDITED Schedule of Revenues, Expenses and Changes in Net Position
Budget vs Actual
For the QUARTER Ended June 30, 2021

	Original Budget	Final Budget	Actual	% of Budget	Final Budget Variance Positive (Negative)	Actual - December 31, 2020	2019
Revenues:							
Landfill:							
Disposal fees	\$ 1,034,220	\$ 1,034,220	\$ 517,973	50%	\$ (516,247)	\$ 1,057,750	\$ 1,059,252
Other	29,350	29,350	18,543	63%	(10,807)	33,868	27,784
Total Landfill Revenues	<u>1,063,570</u>	<u>1,063,570</u>	<u>536,516</u>	50%	<u>(527,054)</u>	<u>1,091,618</u>	<u>1,087,036</u>
Recycling:							
Grants	-	-	41,942		-	-	-
Recycled material sales	60,000	60,000	43,196	72%	(16,804)	102,191	94,137
Total Recycling Revenues	<u>60,000</u>	<u>60,000</u>	<u>85,138</u>	142%	<u>(16,804)</u>	<u>102,191</u>	<u>94,137</u>
Other:							
Transfers in	-	-	-	#DIV/0!	-	25,450	-
Investment revenue	37,000	37,000	919	2%	(36,081)	34,640	47,183
Total Revenues	<u><u>1,160,570</u></u>	<u><u>1,160,570</u></u>	<u><u>622,573</u></u>	54%	<u><u>(579,939)</u></u>	<u><u>1,253,899</u></u>	<u><u>1,228,356</u></u>
Expenses:							
Landfill Expenditures:							
Operations and maintenance	650,648	650,648	306,296	47%	344,352	553,041	591,201
Transfers to other funds	52,464	52,464	30,604	58%	21,860	-	-
Debt service	158,707	158,707	14,272	9%	144,435	-	-
Capital outlay	13,765	13,765	-	0%	13,765	39,437	-
Total Landfill Expenditures	<u>875,584</u>	<u>875,584</u>	<u>351,172</u>	40%	<u>524,412</u>	<u>592,478</u>	<u>591,201</u>
Recycling Expenditures:							
Operations	371,802	371,802	203,622	55%	168,180	326,185	318,705
Transfers to other funds	25,848	25,848	15,078		-	-	-
Total Recycling Expenditures	<u>397,650</u>	<u>397,650</u>	<u>218,700</u>	55%	<u>168,180</u>	<u>326,185</u>	<u>318,705</u>
Other:							
Transfers (out)	-	-	-	#DIV/0!	-	73,392	71,328
Interest expense	-	-	-	#DIV/0!	-	10,698	-
Total Expenses	<u><u>1,273,234</u></u>	<u><u>1,273,234</u></u>	<u><u>569,872</u></u>	45%	<u><u>692,592</u></u>	<u><u>1,002,753</u></u>	<u><u>981,234</u></u>
Change in Net Position - Budget Basis	<u><u>(112,664)</u></u>	<u><u>(112,664)</u></u>	<u>52,701</u>		<u><u>112,653</u></u>	<u>251,146</u>	<u>247,122</u>
Reconciliation to GAAP Basis							
Debt principle			-			21,998	-
Depreciation			-			(46,088)	(47,832)
Capitalized assets			-			39,437	-
Landfill closure/post-closure (cost)/recovery			-			(42,989)	(40,168)
Change in net position - GAAP basis			<u>52,701</u>			<u>223,504</u>	<u>159,122</u>
Net Position - Beginning of Year			1,010,965			982,464	823,342
Prior period adjustment			-			(195,003)	-
Net Position - End of Year			<u>\$ 1,063,666</u>			<u>\$ 1,010,965</u>	<u>\$ 982,464</u>

Gunnison County, Colorado
Internal Service Fund III - Health Insurance
UNAUDITED Schedule of Revenues, Expenses and Changes in Net Position
Budget vs Actual
For the QUARTER Ended June 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31,</u>	
						<u>2020</u>	<u>2019</u>
Revenues:							
Contributions:							
Medical	\$ 346,000	\$ 346,000	\$ 162,141	47%	\$ (183,859)	\$ 325,225	\$ 346,315
Medical	1,730,000	1,730,000	871,031	50%	(858,969)	1,537,916	1,615,955
Dental	152,000	152,000	77,290	51%	(74,710)	148,693	152,191
Other	80,900	80,900	47,098	58%	(33,802)	78,466	80,252
Prescriptions	240,000	240,000	-	0%	(240,000)	168,134	127,483
COBRA	11,150	11,150	4,476	40%	(6,674)	5,859	17,382
Insurance proceeds	1,000	1,000	7,913	791%	6,913	385,679	432,557
Refunds	7,120	7,120	14,000	197%	6,880	15,663	409
Rebates	10,000	10,000	-	0%	(10,000)	6,861	33,172
Investment revenue	40,000	40,000	(504)	-1%	(40,504)	44,417	64,967
Total Revenues	<u>2,618,170</u>	<u>2,618,170</u>	<u>1,183,445</u>	45%	<u>(1,434,725)</u>	<u>2,716,913</u>	<u>2,870,683</u>
Expenses:							
Personnel	15,179	17,505	9,800	56%	7,705	15,258	13,900
Contracted services	150,000	150,000	110,929	74%	39,071	320,040	136,243
Other professional services	42,994	42,994	20,413	47%	22,581	36,069	41,346
Administration fees	57,960	57,960	42,216	73%	15,744	69,720	48,097
Insurance and bonds	390,246	408,594	397,034	97%	11,560	371,987	387,215
Insurance claims:							
Medical	1,500,000	1,500,000	507,514	34%	992,486	1,774,096	1,268,050
Dental	130,000	130,000	60,137	46%	69,863	128,647	115,721
Vision	10,000	10,000	7,060	71%	2,940	8,671	8,739
Prescriptions	250,000	250,000	77,768	31%	172,232	174,995	160,654
Stop loss	353,000	353,000	198,878	56%	154,122	261,509	352,179
Unemployment	16,400	16,400	9,034	55%	7,366	24,440	2,242
Health savings account	25,000	30,000	11,425	38%	18,575	10,950	14,548
Transfers out	49,032	49,824	28,602	57%	21,222	49,824	1,813
Total Expenses	<u>2,989,811</u>	<u>3,016,277</u>	<u>1,480,810</u>	49%	<u>1,535,467</u>	<u>3,246,206</u>	<u>2,550,747</u>
Change in Net Position	\$ <u>(371,641)</u>	\$ <u>(398,107)</u>	(297,365)		\$ <u>100,742</u>	(529,293)	319,936
Net Position - Beginning of Year			1,930,059			2,459,352	2,139,416
Net Position - End of Year			\$ <u>1,632,694</u>			\$ <u>1,930,059</u>	\$ <u>2,459,352</u>



Gunnison County, CO Sales Tax Analysis

MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
JAN.	\$ 124,812	\$ 138,778	\$ 158,391	\$ 169,492	\$ 210,792	\$ 232,846	\$ 22,054
FEB.	162,620	146,348	146,776	166,280	214,522	256,460	41,938
MAR.	155,912	174,850	167,236	175,056	168,174	289,047	120,873
APR.	103,803	95,463	119,378	131,631	138,077	198,871	60,794
MAY	108,133	114,855	141,564	142,361	170,400	232,172	61,772
JUN.	179,753	182,927	212,726	236,407	251,464	359,388	107,924
JUL.	236,207	223,910	280,130	312,630	333,856	-	-
AUG.	228,310	238,981	232,909	272,405	303,901	-	-
SEP.	187,825	200,135	275,372	246,783	324,845	-	-
OCT.	119,881	139,798	158,391	201,630	237,616	-	-
NOV.	95,291	115,684	124,680	172,530	204,231	-	-
DEC.	171,376	181,468	193,386	259,514	297,746	-	-
TOTAL	\$ 1,873,923	\$ 1,953,197	\$ 2,210,939	\$ 2,486,719	\$ 2,855,624	\$ 1,568,784	\$ 415,355

INCREASE/(DECREASE) IN SALES TAX COLLECTION

N/A \$ 79,274 \$ 257,742 \$ 275,780 \$ 368,905 \$ 415,355

% INCREASE FROM PREVIOUS YEAR

N/A 4.23% 13.20% 12.47% 14.84% 36.01%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

	\$ 1,838,000	\$ 1,838,400	\$ 1,924,050	\$ 2,110,144	\$ 2,364,672	\$ 2,633,382
	\$ 35,923	\$ 114,797	\$ 286,889	\$ 376,575	\$ 490,952	\$ (1,064,598)
	1.95%	6.24%	14.91%	17.85%	20.76%	-40.43%

Lodging Tax



Gunnison County, CO Lodging Tax Analysis

MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
	JAN.	\$ 154,436	\$ 131,290	\$ 151,064	\$ 182,040	\$ 192,500	\$ 255,794
FEB.	165,327	150,313	153,562	177,839	218,603	321,802	103,199
MAR.	164,788	191,482	225,891	209,741	183,758	403,592	219,834
APR.	102,950	125,862	56,936	101,064	75,416	95,161	19,745
MAY	49,027	56,778	80,399	70,528	25,651	113,119	87,468
JUN.	134,527	164,149	267,972	205,252	182,098	373,495	191,397
JUL.	267,932	267,633	313,473	309,873	353,689	-	-
AUG.	194,453	227,619	242,085	258,027	304,422	-	-
SEP.	224,683	249,060	294,660	276,904	364,005	-	-
OCT.	68,702	120,135	90,870	97,483	152,901	-	-
NOV.	41,425	40,051	62,626	82,407	102,034	-	-
DEC.	163,080	184,857	192,679	217,147	282,197	-	-
TOTAL	<u>\$ 1,731,330</u>	<u>\$ 1,909,229</u>	<u>\$ 2,132,217</u>	<u>\$ 2,188,305</u>	<u>\$ 2,437,274</u>	<u>\$ 1,562,963</u>	<u>\$ 684,937</u>

INCREASE/(DECREASE) IN LODGING TAX COLLECTION

N/A \$ 177,899 \$ 222,988 \$ 56,088 \$ 248,969 \$ 684,937

% INCREASE FROM PREVIOUS YEAR

N/A 10.28% 11.68% 2.63% 11.38% 78.01%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 1,300,000	\$ 1,400,000	\$ 1,958,078	\$ 2,241,524	\$ 2,165,100	\$ 2,042,599
\$ 431,330	\$ 509,229	\$ 174,139	\$ (53,219)	\$ 272,174	\$ (479,636)
33.18%	36.37%	8.89%	-2.37%	12.57%	-23.48%



Gunnison County, CO Property Tax Analysis

MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
JAN.	\$ 332,370	\$ 264,506	\$ 1,070,026	\$ 233,522	\$ 134,475	\$ 173,274	\$ 38,799
FEB.	3,126,194	2,874,792	3,000,860	3,575,393	3,427,375	3,528,551	101,176
MAR.	727,516	1,477,410	856,748	893,247	1,394,706	1,968,791	574,085
APR.	2,126,794	2,138,588	2,493,976	2,585,290	2,271,679	2,740,269	468,590
MAY	899,323	920,359	664,214	783,630	956,206	958,883	2,677
JUN.	1,692,393	1,737,414	1,625,432	1,663,551	2,090,321	1,800,170	(290,151)
JUL.	256,839	263,452	307,803	322,482	418,233	-	-
AUG.	125,256	139,196	129,067	120,684	199,520	-	-
SEP.	45,571	46,996	27,126	54,505	29,812	-	-
OCT.	94,898	15,172	28,788	43,340	24,691	-	-
NOV.	692	73,590	33,614	45,832	67,256	-	-
DEC.	3,343	518	240	758	1,571	-	-
TOTAL	\$ 9,431,189	\$ 9,951,993	\$ 10,237,894	\$ 10,322,234	\$ 11,015,845	\$ 11,169,938	\$ 895,176

1st Six Month Collection & % of Total Collection

\$ 8,904,590	\$ 9,413,069	\$ 9,711,256	\$ 9,734,633	\$ 10,274,762	\$ 11,169,938
94%	95%	95%	94%	93%	100%

INCREASE/(DECREASE) IN CURRENT PROPERTY TAX COLLECTION

N/A	\$ 520,804	\$ 285,901	\$ 84,340	\$ 693,611	\$ 895,176
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% INCREASE FROM PREVIOUS YEAR

N/A	5.52%	2.87%	0.82%	6.72%	8.71%
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BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 9,299,510	\$ 9,818,217	\$ 10,104,199	\$ 10,174,554	\$ 10,853,919	\$ 11,559,653
\$ 131,679	\$ 133,776	\$ 133,695	\$ 147,680	\$ 161,926	\$ (389,715)
1.42%	1.36%	1.32%	1.45%	1.49%	-3.37%

Source: County Treasurer

Note: Property taxes are for the following entities: Library, General Fund, HHS, Hospital



Gunnison County, CO
ECONOMIC INDICATOR
Building Permit VALUATION Activity Analysis

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
MONTH							
JAN.	\$ 50,910	\$ 26,007	\$ 1,067,608	\$ 16,000	\$ 413,103	\$ 224,900	\$ (188,203)
FEB.	78,995	186,362	149,524	329,908	783,571	398,665	(384,906)
MAR.	952,376	1,102,963	1,152,007	31,144	1,103,238	2,468,015	1,364,777
APR.	1,769,554	1,232,943	1,795,091	4,911,591	1,366,080	6,002,259	4,636,179
MAY	4,741,821	4,227,945	7,529,760	6,016,672	3,344,675	6,083,995	2,739,320
JUN.	4,913,978	4,907,746	4,573,576	5,314,445	4,267,340	8,408,241	4,140,901
JUL.	6,017,275	2,505,754	3,656,211	4,746,933	3,134,006	-	-
AUG.	1,679,346	2,165,369	5,677,517	4,376,944	5,627,681	-	-
SEP.	816,999	4,765,416	3,246,352	653,218	3,460,940	-	-
OCT.	1,733,009	2,617,901	3,721,891	1,746,144	4,212,498	-	-
NOV.	809,240	976,629	1,705,622	3,407,251	847,460	-	-
DEC.	227,946	1,314,430	149,089	277,825	150,595	-	-
TOTAL	\$ 23,791,449	\$ 26,029,465	\$ 34,424,248	\$ 31,828,075	\$ 28,711,187	\$ 23,586,075	\$ 12,308,068

INCREASE/(DECREASE) IN ACTIVITY

N/A \$ 2,238,016 \$ 8,394,783 \$ (2,596,173) \$ (3,116,888) \$ 12,308,068

% INCREASE FROM PREVIOUS YEAR

N/A 9.41% 32.25% -7.54% -9.79% 109.13%



**Gunnison County, CO
ECONOMIC INDICATOR
Airport Enplanement Activity Analysis**

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
MONTH							
JAN.	5,504	5,567	6,753	6,214	6,600	4,441	(2,159)
FEB.	6,129	5,233	5,397	5,225	6,545	4,497	(2,048)
MAR.	7,119	7,269	6,166	6,648	4,311	6,376	2,065
APR.	850	507	1,444	937	30	1,576	1,546
MAY	-	-	884	794	75	1,520	1,445
JUN.	800	248	1,779	2,108	241	2,268	2,027
JUL.	4,010	3,617	4,155	4,206	1,811	-	-
AUG.	3,171	2,643	3,471	3,560	2,241	-	-
SEP.	1,496	1,350	1,540	2,133	2,081	-	-
OCT.	1,225	1,110	1,270	1,216	1,357	-	-
NOV.	873	942	868	825	831	-	-
DEC.	4,620	4,399	3,594	3,408	2,775	-	-
TOTAL	<u>35,797</u>	<u>32,885</u>	<u>37,321</u>	<u>37,274</u>	<u>28,898</u>	<u>20,678</u>	<u>2,876</u>

INCREASE/(DECREASE) IN ACTIVITY

N/A \$ (2,912) \$ 4,436 \$ (47) \$ (8,376) \$ 2,876

% INCREASE FROM PREVIOUS YEAR

N/A -8.13% 13.49% -0.13% -22.47% 16.16%



**Gunnison County, CO
ECONOMIC INDICATOR
Unemployment Rate Analysis**

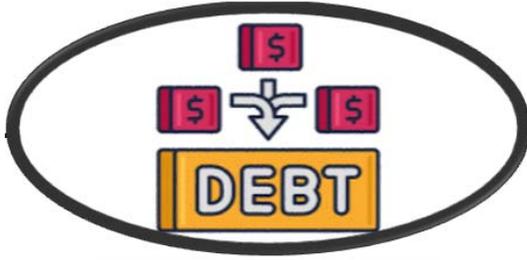
	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
MONTH							
JAN.	2.5	2.2	2.2	2.7	2.2	4.8	2.6
FEB.	2.5	2.2	2.4	2.4	2.2	4.7	2.5
MAR.	2.4	1.7	2.3	2.2	3.7	4.7	1.0
APR.	2.6	1.7	2.2	2.3	16.0	5.3	(10.7)
MAY	2.6	2.1	2.5	2.3	14.9	5.1	(9.8)
JUN.	2.3	1.9	2.5	2.1	11.7	4.8	(6.9)
JUL.	2.0	1.6	2.2	1.6	5.9	-	
AUG.	2.0	1.6	2.3	1.7	5.0	-	
SEP.	1.8	1.5	2.0	1.6	4.1	-	
OCT.	2.0	2.0	2.3	1.8	4.5	-	
NOV.	1.9	2.3	2.7	2.2	5.4	-	
DEC.	1.7	2.0	2.3	2.0	5.0	-	
Average	<u>2.19</u>	<u>1.90</u>	<u>2.33</u>	<u>2.08</u>	<u>6.72</u>	<u>4.90</u>	<u>(3.55)</u>

INCREASE/(DECREASE) IN CURRENT ACTIVITY

N/A (0.29) 0.43 (0.25) 4.64 (6.90)

% INCREASE FROM PREVIOUS YEAR

N/A 13.31% -22.37% 10.75% -223.69% 58.97%



Gunnison County, CO
LONG-TERM DEBT ISSUANCES
For the QUARTER Ended June 30, 2021

<u>Debt Type</u>	<u>Series</u>	<u>Interest Rate(s)</u>	<u>Date of Maturity</u>	<u>Original Issuance</u>	<u>Unspent Proceeds</u>	<u>Debt Issuances Maturity Info</u>		
						<u>Principal Budgeted This FY</u>	<u>Interest Budgeted This FY</u>	<u>Balance After This FY Principal</u>
<u>DEBT SERVICE FUND</u>								
Certificates of Participation	2020	2.5% - 5.0%	2038	\$ 11,345,000	\$ -	\$ 410,000	\$ 496,050	\$ 10,865,000
Certificates of Participation	2020B	4.0% - 5.0%	2040	6,340,000	-	80,000	408,720	6,260,000
Certificates of Participation	2020C	0.5% - 2.35%	2038	9,000,000	7,182,850	450,000	153,379	8,550,000
				\$ 26,685,000	\$ 7,182,850	\$ 940,000	\$ 1,058,149	\$ 25,675,000
<u>WATER</u>								
USDA RUS Water Revenue Bond	2013	2.13%	9/30/2042	\$ 1,154,230	\$ -	\$ 21,591	\$ 21,349	\$ 989,091
				\$ 1,154,230	\$ -	\$ 21,591	\$ 21,349	\$ 989,091
<u>SEWER</u>								
USDA RUS Sewer Revenue Bond	2005	4.50%	2044	\$ 1,519,270	\$ -	\$ 29,217	\$ 50,103	\$ 1,156,905
USDA RUS Sewer Revenue Bond	2005B	4.25%	2046	322,000	-	5,822	10,994	254,291
				\$ 1,841,270	\$ -	\$ 35,039	\$ 61,097	\$ 1,411,196
County-Wide Total				\$ 11,995,500	\$ 7,182,850	\$ 506,630	\$ 235,825	\$ 10,950,287



Gunnison County, CO
CAPITAL LEASES/BANK LOANS DEBT
For the QUARTER Ended June 30, 2021

	<u>Lease Company</u>	<u>Leased During FY</u>	<u>Length of Lease</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Lease Amount</u>	<u>Payments - P&I</u>		<u>Lease Balance End of this FY</u>	
							<u>Monthly</u>	<u>Annual</u>		
1-	CHFA - Pitchfork	2001	20 Yrs	2021	4.00%	\$ 63,174	\$ 1,055	\$ 6,327	\$ -	
	<i>Distribution/Owners:</i>		Housing Authority	100.00%		63,174	1,055	6,327	-	
2-	Somerset Waterworks Dist	2003	20 Yrs	2023	5.00%	100,000	669	8,024	12,055	
	<i>Distribution/Owners:</i>		Water Fund	100.00%		100,000	669	8,024	12,055	
3-	CHFA - Mountain View	2003	30 Yrs	2033	5.75%	528,100	3,082	36,982	316,180	
	<i>Distribution/Owners:</i>		Housing Authority	100.00%		528,100	3,082	36,982	316,180	
4-	CHFA - Surplus Cash	2003	20 Yrs	2033	5.75%	624,011	2,007	24,085	18,933	
	<i>Distribution/Owners:</i>		Housing Authority	100.00%		624,011	2,007	24,085	18,933	
5-	CHFA - Contingent Repaym	2003	20 Yrs	2033	0.00%	378,863	-	-	378,863	
	<i>Distribution/Owners:</i>		Housing Authority	100.00%		378,863	-	-	378,863	
6-	Caterpillar - Moto Grader	2017	5 Yrs	Balloon 2022	2.70%	158,593	667	8,001	142,125	
	<i>Distribution/Owners:</i>		ISF I - Fleet	100.00%		158,593	667	8,001	142,125	
7-	Caterpillar - Moto Grader	2018	5 Yrs	Balloon 2022	2.43%	236,763	2,379	28,544	150,228	
	<i>Distribution/Owners:</i>		Solid Waste	100.00%		236,763	2,379	28,544	150,228	
8-	UMB Bank - Whetstone	2019	20 Yrs	2039	4.25%	1,400,000	6,184	74,202	1,266,682	
	<i>Distribution/Owners:</i>		Sales Tax	100.00%		1,400,000	6,184	74,202	1,266,682	
9-	Sterling NB - Solar Panels	2019	10 Yrs	2029	2.43%	1,320,689	12,439	149,262	1,073,388	
	<i>Distribution/Owners:</i>		Sales Tax	100.00%		1,320,689	12,439	149,262	1,073,388	
10-	Sterling NB - Geothermal	2019	10 Yrs	2029	2.43%	1,179,311	11,075	132,904	1,062,813	
	<i>Distribution/Owners:</i>		Sales Tax	100.00%		1,179,311	11,075	132,904	1,062,813	
11-	RV Com Rentals - Building	2021	3 Yrs	2023	4.00%	500,000	14,767	162,437	353,471	
	<i>Distribution/Owners:</i>		Airport	100.00%		500,000	14,767	162,437	353,471	
12-	Caterpillar - Moto Grader	2021	5 Yrs	2025	2.82%	413,763	5,836	70,034	352,047	
	<i>Distribution/Owners:</i>		Solid Waste	100.00%		\$ 413,763	\$ 5,836	\$ 70,034	\$ 352,047	
						Sales Tax	\$ 3,900,000	\$ 29,697	\$ 356,368	\$ 3,402,883
						Housing Authority	1,594,148	6,143	67,394	713,976
						Water	100,000	669	8,024	12,055
						Solid Waste	650,526	8,215	98,578	502,275
						ISF I - Fleet	158,593	667	8,001	142,125
						Airport	500,000	14,767	162,437	353,471
						County-Wide Total	\$ 6,903,267	\$ 60,158	\$ 700,802	\$ 5,126,785



Gunnison County, CO
CAPITAL IMPROVEMENT PROJECT LISTING
For the QUARTER Ended June 30, 2021

	Budget/Est. Contract Price	Prior Years	FY 2021	Total Paid	Retainage			Balance To Be Paid	% Complete
					Prior FY	This FY	Total		
1 Airport Terminal Reconstruction									
Architect <i>Gensler</i>	\$ 2,256,377	\$ 1,401,063	\$ 374,420	\$ 1,775,483	\$ -	\$ -	\$ -	\$ 480,894	78.7%
Studies <i>Mead & Hunt</i>	166,593	166,593	-	166,593	-	-	-	-	100.0%
Construction <i>Shaw Constr</i>	24,387,535	-	3,457,678	3,457,678	-	126,603	126,603	20,929,857	14.7%
Other	228,782	127,614	101,168	228,782	-	-	-	-	
Project Total	\$ 27,039,287	\$ 1,695,270	\$ 3,933,266	\$ 5,628,536	\$ -	\$ 126,603	\$ 126,603	\$ 21,410,751	
2 Library									
Architect <i>Anderson</i>	\$ 1,100,000	\$ 50,000	\$ 700,465	\$ 750,465	\$ -	\$ -	\$ -	\$ 349,535	68.2%
Construction <i>Black Dragon Dev</i>	9,251,599	94,234	2,104,581	2,198,815	-	211,949	211,949	\$ 7,052,784	26.1%
Other	1,287,190	83,575	-	83,575	-	83,575	83,575	\$ 1,203,615	
Project Total	\$ 11,638,789	\$ 227,809	\$ 2,805,046	\$ 3,032,855	\$ -	\$ 295,524	\$ 295,524	\$ 8,605,934	
3 Shady Island River Access Park									
Engineering <i>Merrick</i>	\$ 63,682	\$ 43,877	\$ -	\$ 43,877	\$ -	\$ -	\$ -	\$ 19,805	68.9%
Construction <i>Spallone</i>	472,990	132,926	292,765	425,691	14,770	32,529	47,299	\$ 47,299	100.0%
Other	118,272	118,272	-	118,272	-	118,272	118,272	\$ -	
Project Total	\$ 654,944	\$ 295,075	\$ 292,765	\$ 587,840	\$ 14,770	\$ 150,801	\$ 165,571	\$ 67,104	
4 Energy Efficiency Project - Geothermal									
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Construction <i>Johnson Controls</i>	1,740,791	950,396	703,355	1,653,751	47,333	39,707	87,040	\$ 87,040	100.0%
Other	-	-	-	-	-	-	-	\$ -	
Project Total	\$ 1,740,791	\$ 950,396	\$ 703,355	\$ 1,653,751	\$ 47,333	\$ 39,707	\$ 87,040	\$ 87,040	
Count- Wide Projects TOTAL	\$ 41,073,811	\$ 3,168,550	\$ 7,734,432	\$ 10,902,982	\$ 62,103	\$ 612,635	\$ 674,738	\$ 30,170,829	28.2%

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for August 17, 2021
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(Remote Option, Below)

- Call to Order at 9:00 am

- Agenda Review

- Minutes Approvals:
 - April 20, 2021
 - June 15, 2021

- Program Updates:
 - Early Childhood and Child Care Assistance Program (CCAP)

- Next Meeting: October 19, 2021

- Adjourn at 9:30 am

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/177/Agendas-Minutes-Portfolios> no later than 6:00 pm on the Friday 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)

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
April 20, 2021**

The April 20, 2021 meeting of the Gunnison/Hinsdale Board of Human Services 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	Joni Reynolds, Health and Human Services Director
Roland Mason, Commissioner [REMOTE]	Marlene Crosby, Deputy County Manager
Liz Smith, Commissioner	Melanie Bollig, Clerk to the Board
Greg Levine, Hinsdale Co. Commissioner [REMOTE]	Other Persons Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the meeting to order at 10:28 am.

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL: **Moved** by Chairperson Houck, seconded by Commissioner Smith to approve the February 16, 2021 meeting minutes, as presented. Motion carried unanimously.

1. February 16, 2021 Meeting Minutes

HINSDALE COUNTY BOARD REPRESENTATION:

1. Hinsdale County Commissioner, Greg Levine. Greg Levine, as a newly-elected Hinsdale County Commissioner, was introduced to the Gunnison County BOCC. The Gunnison County BoCC then welcomed Commissioner Levine to the Board of Human Services.

FINANCE UPDATE: Senior Accountant Kelly Weak was present for the update. She advised the Board of the finances and funds used during the COVID program needs in 2020. Health and Human Services Director Joni Reynolds also discussed the staffing difficulties going into 2021 year, and possibilities for needing additional temporary staffing in the future. **Moved** by Chairperson Houck, seconded by Commissioner Smith to accept the Gunnison/Hinsdale DHS financial report and authorize the Chair's signature on the report, as presented. Motion carried unanimously.

1. Gunnison/Hinsdale DHS Financial Report – Period Ending December 31, 2020

PROGRAM UPDATES:

1. COVID Financial Services Update and Community Service Block Grants (CSBG). Senior Resources Program Manager Betsy Holena presented the Board with a handout of the various grants received, many of these in the form of mini-grants from the CSBG. She also outlined petitioner eligibility requirements to various funds, as well as an identification of staff and the committees who determined assistance allotment. Contrasts were pointed out in the increased requests and dollar amounts needed in 2020, versus the significantly lesser amounts of 2019. For instance, requested utilities assistance in 2019 totaled \$97,000; in 2020, the total for utilities assistance rose to \$214,000. SRPM Holena further highlighted the demographics which revealed significant increases in requests from single parent females, as well as those from the Hispanic / Latin population.

LEGISLATIVE UPDATES: HHS Director Reynolds presented the Board with the following topics for updates.

1. Child welfare reform bill. HHS Director Joni Reynolds informed the Board that it was yet to be seen what the finer details of this bill would be. She explained that they were blind in some ways because of the unusual circumstances of 2020. Last year, across the nation, the State of Colorado, and Gunnison County, they had actually seen a drop in number referrals, and so for the present time, they were unsure what was ahead in the way of reform.
2. Parenting program. HHS Director Reynolds advised the Board that they were continuing to look for a program that would fit into a rural community. Challenges included finding the right balance of therapy-based and action-based program, and she emphasized that this would be a sizeable investment.

NEXT MEETING: The next meeting was scheduled for June 15, 2021. HHS Director Reynolds revealed to the Board that Gunnison County would again be receiving a prestigious award from the State Department of Human Services, as a result of Gunnison/Hinsdale County's Human Services performance goal results for 2020. She had requested that the presentation be part of the June 15th meeting.

ADJOURN: Moved by Chairperson Houck, seconded by Commissioner Smith to adjourn the Board of Human Services meeting. Motion carried unanimously. The meeting was adjourned at 10:59 am.

Minutes Prepared By:

Melanie Bollig, Clerk to the Board

Minutes Approved August 17, 2021:

Jonathan Houck, Chairperson

DRAFT

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
June 15, 2021**

The June 15, 2021 meeting of the Gunnison/Hinsdale Board of Human Services 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 [ABSENT]	Joni Reynolds, Health and Human Services Director
Roland Mason, Commissioner	Marlene Crosby, Deputy County Manager
Liz Smith, Commissioner	Melanie Bollig, Clerk to the Board
Greg Levine, Hinsdale Co. Commissioner [ABSENT]	Other Persons Present as Listed in Text

CALL TO ORDER: Commissioner Mason called the meeting to order at 8:55 am.

AGENDA REVIEW: There were no changes to the agenda. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the agenda, as presented. Motion carried unanimously.

PRESENTATION BY COLORADO DEPARTMENT OF HUMAN SERVICES (HS): C-stat, Distinguished Performance Award: Health and Human Services Director Joni Reynolds explained the State's C-stat award to the Board. She outlined that the State Department of Human Services establishes standards for performance particularly around those individuals applying for public assistance. Most of the timeframes are set at a 90-95% achievement level. The State also looks at safety and well-being, especially concerning adult protection and child welfare, again looking at timeliness of referrals and follow-up with the families, making sure those cases have the appropriate documentation on a periodic basis. She went on to share that there were actually 30 measures evaluated in the scope of this award. The State compared Gunnison County HS to about about 30 smaller counties, and then also to all counties state-wide. Gunnison County receives State reports on a monthly basis and they review these reports monthly, as well, in order to determine if there are areas needing further monitoring for opportunities and improvement.

At this point, the Colorado Department of Human Services joined in via Zoom to share in the awards celebration and presentation of their C-stat award. Those making contribution on Zoom included: Valerie Cassano, Performance Management Division director at the Colorado Department of HS; Anne-Marie Braga, Deputy Executive Director for Community Partnerships at the Colorado Department of HS; Kara Harvey, Division Director for Aging and Adult Services; Mary Clair, Policy Analyst with Colorado Child Support Services; and Darek Dzien, with Colorado Childcare Services. During the ceremony, it was revealed that this was the fourth time in which Gunnison County Department of HS had received this award, and that they were the fifth highest-ranking county in the state, meeting 76.6% of their monthly C-stat goals for 2020. Several names in the Gunnison County Department of HS were also noted, including Brad Wheaton, Sebastian Akesson, Brian Gage, Laura McLoughlin, Shelley Tucker, and Anthony Kellum. Commissioners Mason and Smith presented the award.

PROGRAM UPDATES: Economic Security & Child Support Services

1. Supplemental Nutrition Assistance Program (SNAP). Economic Security & Eligibility Manager Brad Wheaton went over updates outlined in the flyer included in that week's portfolio. He noted that in 2019, benefits issued totaled \$1,259,585; for 2020 that rose to 2,224,355 – a 77% increase; and for 2021, year-to-date amounts were showing an increase of 19% over 2020 year-to-date comparisons. Brad reported that there were 1,000 individuals in the county currently relying on food security through the SNAP program. At the state and federal levels, maximum allotment had been given, plus an increase of 15% starting in March of 2020. In May of 2021, the federal government also added an emergency allotment of \$95. These extra allotments are expected to end in the Fall of 2021, so Brad added that he is planning strategies that let the community know when these added allotments will be cut off, as well as collaborating with the Food Pantry regarding increased need from people who rely on SNAP.
2. Pandemic Electronic Benefit Transfer (P-EBT). Brad let the Board know that the State had approved the P-EBT benefit for children who are not already under SNAP or free lunch benefits. Families will receive \$217 per child as a one-time benefit to help with additional food needs in the home. This was approved for the 2020 school year, and should be approved shortly for the 2021 year as well.
3. Medicaid. Brad explained that all Medicaid members coming into the pandemic were locked into medical coverage through the Public Health Emergency (PHE), and that this included all types of Medicaid benefits. During the pandemic, there was a 16% increase in the Medicaid caseload. With the Medicaid locked-in coverage probably expiring at the end of the year, his team will have over 800 Eligibility Reviews to complete between 7/1/2021 and 6/2/2022 for the locked-in members.
4. Child Support. Brad reported that through the pandemic, his team members Anthony Kellum and Shelley Tucker, were able to collect 71.6% of current child support owed. This was well above the State's goal of 65%; Brad added that most counties the size of Gunnison County were not able to come anywhere near the state goal, let alone exceed it. This was mentioned in the C-stat award presentation as well. In April, Shelley Tucker was also named Gunnison County's new Child Support Specialist. Anthony Kellum has moved out the county, but is still helping out in a contract work capacity, in order to aid Shelley in making the transition.

5. Community Service Block Grant. Brad explained that he helps Betsy Holena, who manages Adult Protection Services programming, with this grant. This grant was used heavily through the pandemic, with the peak of those helped coming in May 2020. For the entire year of 2020, DHHS was able to help 200 households with over \$128,000 in rent-mortgage assistance. For 2021, the COVID-related housing assistance had dwindled, and current, unmet demands were for affordable housing and help in procuring it.
6. C-stat Award. Brad noted that he believed this was DHHS's 5th consecutive year to receive the award (rather than 4th consecutive year noted by the State presenters). Director Joni Reynolds agreed. Brad then praised his team and the County staff volunteers who helped staff the twice-a-week COVID clinics, often needing 40-50 people for the larger clinics. Brad went on to acknowledge Brian Gage, who had helped out in the incident command center as Planning Section Chief, while still maintaining his leadership role at DHHS.

LEGISLATIVE UPDATES: HHS Director Reynolds presented the Board with the following topics for updates.

1. Child welfare reforms. HHS Director Joni Reynolds informed the Board that the State is still working out the child welfare reforms, based on the federal changes needing implemented at the state level. She advised that this will mean an adjustment to child welfare allocations as well as reimbursements for out-of-home placements. Both of these could have a negative effect for Gunnison County, as one of the smaller counties. She went on to explain that the intent is to reduce the work done for interventions, and to do more upstream, prevention-type of work. Director Reynold added that this approach is still very limited at the federal level as to what programs qualify for prevention funding. DHHS is implementing prevention training, but there is still not a federally-approved program for parenting and parenting prevention-type programs, other than the Nurse Family Partnership (NFP), which Gunnison County already utilizes. This program only has 30-35 families who qualify for it yearly, and therefore does not help a large number of those needing assistance.
2. Adult protection services. HHS Director Reynolds explained that a similar strategy will apply in this area as well; instead of looking for who's at fault, they will focus on identifying solutions that can positively affect the situation. She added that Gunnison HHS already utilizes this approach.
3. Childcare assistance program. HHS Director Reynolds let the Board know that legislation had added a statute to do a market study analyzing the cost of implementing this type of program; however, this was postponed in 2020 because of the pandemic and it was not rescheduled until 2023. She warned that if this market analysis was not performed sooner, then they would really begin to see a disparity in what the rates are, versus what the actual costs are for families in that program. There was currently conversation in the legislature pushing for an earlier analysis, and Director Reynolds asked the Board to exercise any opportunity they might have to help influence an earlier date outcome.
4. A bill passed supporting protection of public health workers. HHS Director Joni Reynolds let the Board know that public health workers' information can now be requested to be suppressed through the County or the public records. She added that she was presently compiling a list of those public health worker requesting this be done.
5. Creation of a Department of Early Childhood. HHS Director Joni Reynolds wanted to flag this for the Board's attention, noting that the addition of another department will create another set of administration and bureaucracy at the state level which will impact her small department of HHS. Commissioner Smith added that she had an invitation to sign up for an open-forum "transition advisory group" working on development of this new department. She asked if Director Reynolds had someone who would be interested in also joining the open forum. Director Reynolds acknowledged that she and two other persons would be interested in joining.

NEXT MEETING: The next meeting was scheduled for August 17, 2021.

ADJOURN: Moved by Commissioner Mason, seconded by Commissioner Smith to adjourn the Board of Human Services meeting. Motion carried unanimously. The meeting was adjourned at 9:38 am.

Minutes Prepared By:

Melanie Bollig, Clerk to the Board

Minutes Approved August 17, 2021:

Jonathan Houck, Chairperson

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2020 Abatement Hearing

Fiscal Impact:

Submitted by: Chris Nutgrass

Submitter's Email Address: cnutgrass@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

I see no legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/25/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/9/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 6/15/2021

2020 Gunnison County: Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate the assignment results for a single property that was appraised as part of our mass appraisal assignment.

The Uniform Standards of Professional Appraisal Practice (USPAP) defines mass appraisal as: the process of valuing a universe of properties as of a given date using standard methodology, employing common data, and allowing for statistical testing.

All of the sales used for Gunnison County's mass appraisal can be viewed on the Gunnison County web site (www.gunnisoncounty.org).

For the purposes of the mass appraisal, market value is defined as:

"The most probable price, expressed in terms of money, that a property would bring if exposed for sale in the open market in an arm's-length transaction between a willing seller and a willing buyer, both of whom are knowledgeable concerning all the uses to which it is adapted and for which it is capable of being used." – Property Assessment Valuation, 1996, IAAO

For the 2020 property tax year, the effective **appraisal date is June 30, 2018**, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The single property being characterized for this hearing is identified as:

Property Owner:	VAN DELAY INDUSTRIES LTD
Account Number:	R013123
Parcel Number:	3255-120-00-082
Legal Description:	12.84 ACRES IN THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH PRINCIPAL MERIDIAN
2020 Value:	\$377,840

SCANNED

RECEIVED
JAN 08 2021
HST-in person

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: GUNNISON

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

Section I: Petitioner, please complete Section I only.

Date: 1 / 8 / 2021
Month Day Year

Petitioner's Name: VAN DELAY LTD

Petitioner's Mailing Address: P.O BOX 1113
CRESTED BUTTE CO 81224
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
3255-120-00-082 12.84 ACRES IN SE4 SEC12 14586W

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

- CHANGE IN LAND CLASSIFICATION FROM AGRICULTURAL STATUS -
THERE HAS BEEN NO CHANGE. WE STILL LEASE PROPERTY TO

Petitioner's estimate of value: \$ 190 (2020 SPANN RANCH FOR CATTLE.)
Value Year

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

Mindy Dura
Petitioner's Signature

Daytime Phone Number (970) 209-0911

Email MINDY@PMPCB.COM

Premier-Mountain
- Properties.com

By _____
Agent's Signature*

Daytime Phone Number () _____

Printed Name: _____

Email _____

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

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

Section II: Assessor's Recommendation
(For Assessor's Use Only)

Tax Year _____

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

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

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

Assessor recommends denial for the following reason(s):
No Ag evidence observed in 2019.

Kristy Hefland
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

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

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

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

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

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

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

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

Month Day Year

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

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

Name

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

_____	_____	_____
Year	Assessed Value	Taxes Abate/Refund

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____, _____

Month Year

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

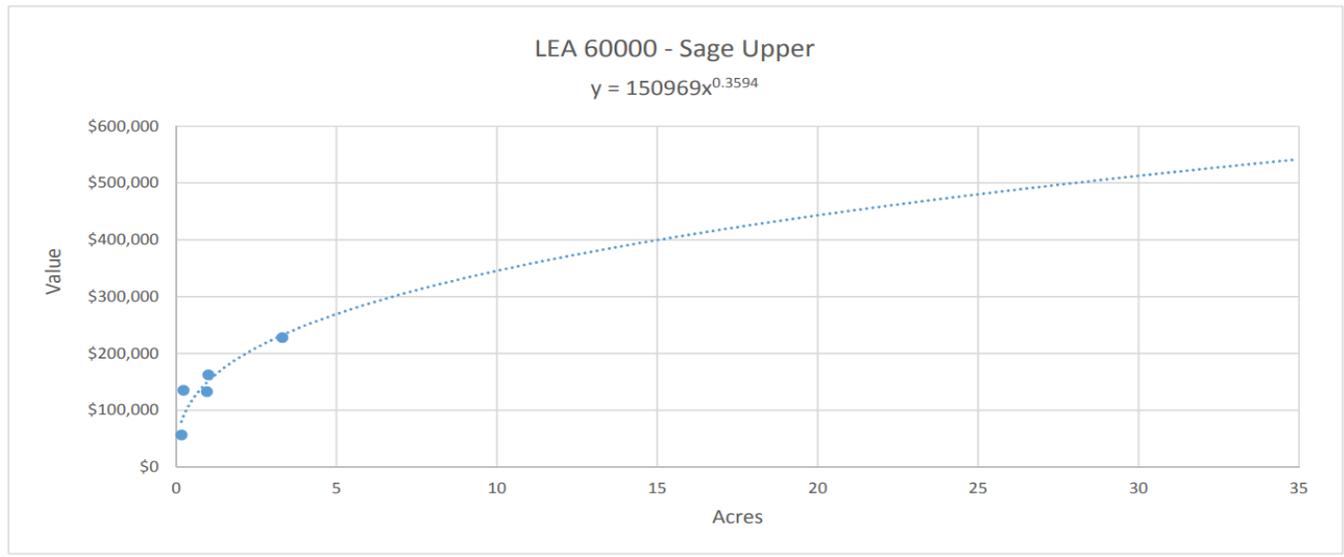
ABATEMENT	VACANT LAND SALES EXAMPLES
2020	

Owner: VAN DELAY INDUSTRIES LTD
 PO BOX 1113
 CRESTED BUTTE, CO 81224-1113

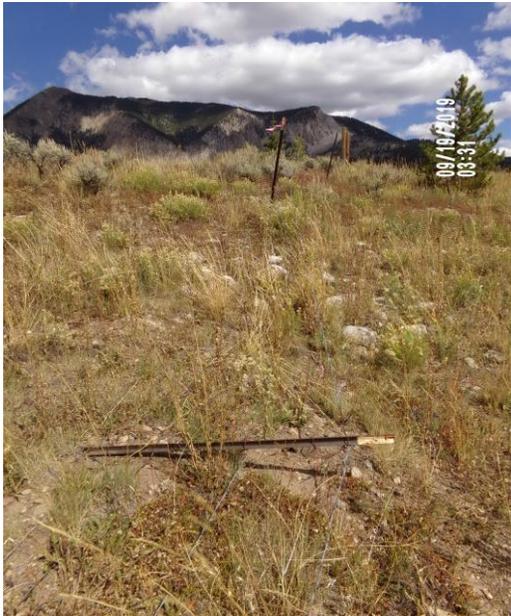
Account #: R013123
 Parcel #: 3255-120-00-082
 Economic Area: 6

Property Location: 25140 STATE HIGHWAY 135
 Legal Description: 12.84 ACRES IN SE4 SEC 12 14S86W

LEA OR ACCOUNT NUMBER	LEA NAME	VALUE OR TIME-ADJUSTED SALE PRICE	ACRES
61610	BUCKHORN RANCH FILING 2B PHASE	\$56,250	0.17
61700	LARKSPUR SFR - ON LAKE	\$135,000	0.23
61630	BUCKHORN RANCH OFF AIRSTRIP	\$132,500	0.96
61030	RIVERBEND	\$162,500	1.01
R013122	ECON 6 SAGE UPPER	\$228,060	3.32



Narrative The Subject Property consists of 12.84 Acres. $\$150,969 \times 12.84^{0.3594} = \$377,838$ rounded to \$377,840



Fence condition along northern boundary.



Fence condition along Hwy 135

R013123

SCANNED

RECEIVED
JUL 31 2015
BY: BT @ counter

AGRICULTURAL LEASE

THIS AGRICULTURAL LEASE, in duplicate, is executed this 1st day of January 2015, in Gunnison County, Colorado, as follows:

1. **OWNER.** The Owner is: Mindy Sturm hereafter termed "Mindy", whose address is:
Mindy Sturm
318 Elk AVE , SUITE 15
P. O. BOX 1081
CRESTED BUTTE, CO 81224
2. **LESSEE.** The Lessee is:

VIRGIL AND LEE SPANN RANCHES, INC., a Colorado corporation, whose headquarters address is 36781 West Highway 50, Gunnison, Colorado 81230, hereafter termed "Spann".
3. **LEASE OF PREMISES.** In consideration of the mutual covenants and agreements herein set forth, Mindy leases to Spann the right to graze cattle, together with the appurtenant water and water rights necessary for livestock grazing on lands as set forth on the attached exhibit A situate in Gunnison County, Colorado ("leased premises").
4. **TERM.** The term of this lease shall be for a term to commence at 5:00 p.m. on January 1, 2015 and to terminate at midnight on December 31 2018.
5. **LEASE PAYMENTS.** The agreed lease payment is \$10.00 per year.
6. **USE OF LEASED PREMISES.** Spann shall use and occupy the Leased Premises solely for the grazing of cattle and activities necessary and incidental thereto. During the term of this Lease, Spann shall conduct its agricultural operations in accordance with historic and sound agricultural practices and shall commit no waste thereon.

[Handwritten signature]

RECEIVED
JUL 31 2015

BY: BT e counter

7. **MAINTAIN FENCE:** Mindy will build and maintain the property boundary fence.
8. **REAL PROPERTY TAXES.** Mindy will pay or cause to be paid all real property taxes levied or assessed against the Leased Premises as the same become due and payable.
9. **LESSEE'S RISK OF LOSS.** Spann shall assume all risk of loss or injury to its livestock during grazing and related uses on the Leased Premises. Such assumed risk shall not include any loss or injury caused by the willful, wanton, or intentional misconduct of Mindy, her beneficiaries, members, agents, officers, employees or guests.
10. **HOLD HARMLESS.** Mindy and Spann mutually covenant and agree each with the other to hold the other harmless and to indemnify the other from any and all claims, demands, damages, causes of action and judgments of any nature arising from the negligence of such party or the failure of such party, and including such party's officers, owners, members, employees, agents, invitees and guests, to comply with the terms and conditions of this lease.
11. **SURRENDER OF LEASED PREMISES.** Spann covenants and agrees that on the last day of this lease or any renewal or extension thereof, it will peaceably and quietly leave and surrender the Leased Premises to Mindy in as good a condition as when received.
12. **DEFAULT OF LEASE.** Neither party shall have the right to cancel this Lease for the default of the other party, unless such default remains uncured to ten days following written notice to the defaulting party, of such default.
13. **RENEWAL OF LEASE.** Owner and Spann agree to the following provisions as to the renewal of this Agricultural Lease:
 - 12.1 This lease shall automatically renew for three successive one year terms beginning on January 1, 2015.
14. **ENTIRE AGREEMENT.** This written Lease contains the entire and only agreement between Mindy and Spann, and no oral statement or representations not contained in this Lease shall be of any force and effect between said parties. This Lease shall not be modified or amended in any manner except by signed written instrument by both parties.

MA

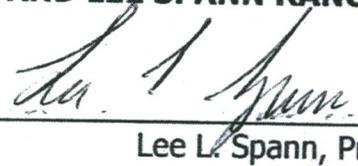
15. **APPLICABLE LAW.** This Lease is entered into in the County of Gunnison and State of Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the District Court of Gunnison County, Colorado.

16. **FAX SIGNATURES.** Each of the undersigned parties hereto agree that a signature submitted by telephone facsimile (FAX) shall be binding to the same extent as a document containing the original signature. In the event such document containing a FAX signature is utilized, the signer shall provide the actual document containing the original signature to the appropriate parties by regular mail without delay.

IN WITNESS WHEREOF, this Lease is executed the day first above written.

By:  12/22/2015
Mindy Sturm

VIRGIL AND LEE SPANN RANCHES, INC., A Colorado corporation:

By:  12/27/2015
Lee L. Spann, President

RECEIVED
JUL 31 2015
BY: BT @ counter

AGRICULTURAL LEASE

THIS AGRICULTURAL LEASE, in duplicate, is executed this 1st day of January 2020, in Gunnison County, Colorado, as follows:

1. **OWNER.** The Owner is: Van Delay Industries, President Mindy Sturm hereafter termed "Mindy", whose address is:
Mindy Sturm
318 Elk AVE, SUITE 15
P. O. BOX 1081
CRESTED BUTTE, CO 81224

2. **LESSEE.** The Lessee is:

VIRGIL AND LEE SPANN RANCHES, INC., a Colorado corporation, whose headquarters address is 36781 West Highway 50, Gunnison, Colorado 81230, hereafter termed "Spann".

3. **LEASE OF PREMISES.** In consideration of the mutual covenants and agreements herein set forth, Mindy leases to Spann the right to graze cattle, together with the appurtenant water and water rights necessary for livestock grazing on lands as set forth on the attached exhibit A situate in Gunnison County, Colorado ("leased premises").

4. **TERM.** The term of this lease shall be for a term to commence at 5:00 p.m. on January 1, 2020 and to terminate at midnight on December 31 2025.

5. **LEASE PAYMENTS.** The agreed lease payment is \$10.00 per year.

6. **USE OF LEASED PREMISES.** Spann shall use and occupy the Leased Premises solely for the grazing of cattle and activities necessary and incidental thereto. During the term of this Lease, Spann shall conduct its agricultural operations in accordance with historic and sound agricultural practices and shall commit no waste thereon.

7. **MAINTAIN FENCE:** Mindy will build and maintain the property boundary fence.
8. **REAL PROPERTY TAXES:** Mindy will pay or cause to be paid all real property taxes levied or assessed against the Leased Premises as the same become due and payable.
9. **LESSEE'S RISK OF LOSS:** Spann shall assume all risk of loss or injury to its livestock during grazing and related uses on the Leased Premises. Such assumed risk shall not include any loss or injury caused by the willful, wanton, or intentional misconduct of Mindy, her beneficiaries, members, agents, officers, employees or guests.
10. **HOLD HARMLESS:** Mindy and Spann mutually covenant and agree each with the other to hold the other harmless and to indemnify the other from any and all claims, demands, damages, causes of action and judgments of any nature arising from the negligence of such party or the failure of such party, and including such party's officers, owners, members, employees, agents, invitees and guests, to comply with the terms and conditions of this lease.
11. **SURRENDER OF LEASED PREMISES:** Spann covenants and agrees that on the last day of this lease or any renewal or extension thereof, it will peaceably and quietly leave and surrender the Leased Premises to Mindy in as good a condition as when received.
12. **DEFAULT OF LEASE:** Neither party shall have the right to cancel this Lease for the default of the other party, unless such default remains uncured to ten days following written notice to the defaulting party, of such default.
13. **RENEWAL OF LEASE:** Owner and Spann agree to the following provisions as to the renewal of this Agricultural Lease:
- 12.1 This lease shall automatically renew for three successive one year terms beginning on January 1, 2020.
14. **ENTIRE AGREEMENT:** This written Lease contains the entire and only agreement between Mindy and Spann, and no oral statement or representations not contained in this Lease shall be of any force and effect between said parties. This Lease shall not be modified or amended in any manner except by signed written instrument by both parties.



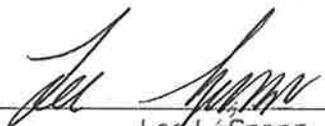
15. APPLICABLE LAW. This Lease is entered into in the County of Gunnison and State of Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the District Court of Gunnison County, Colorado.

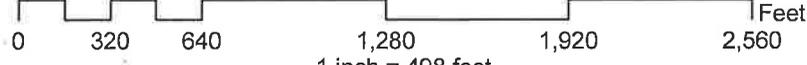
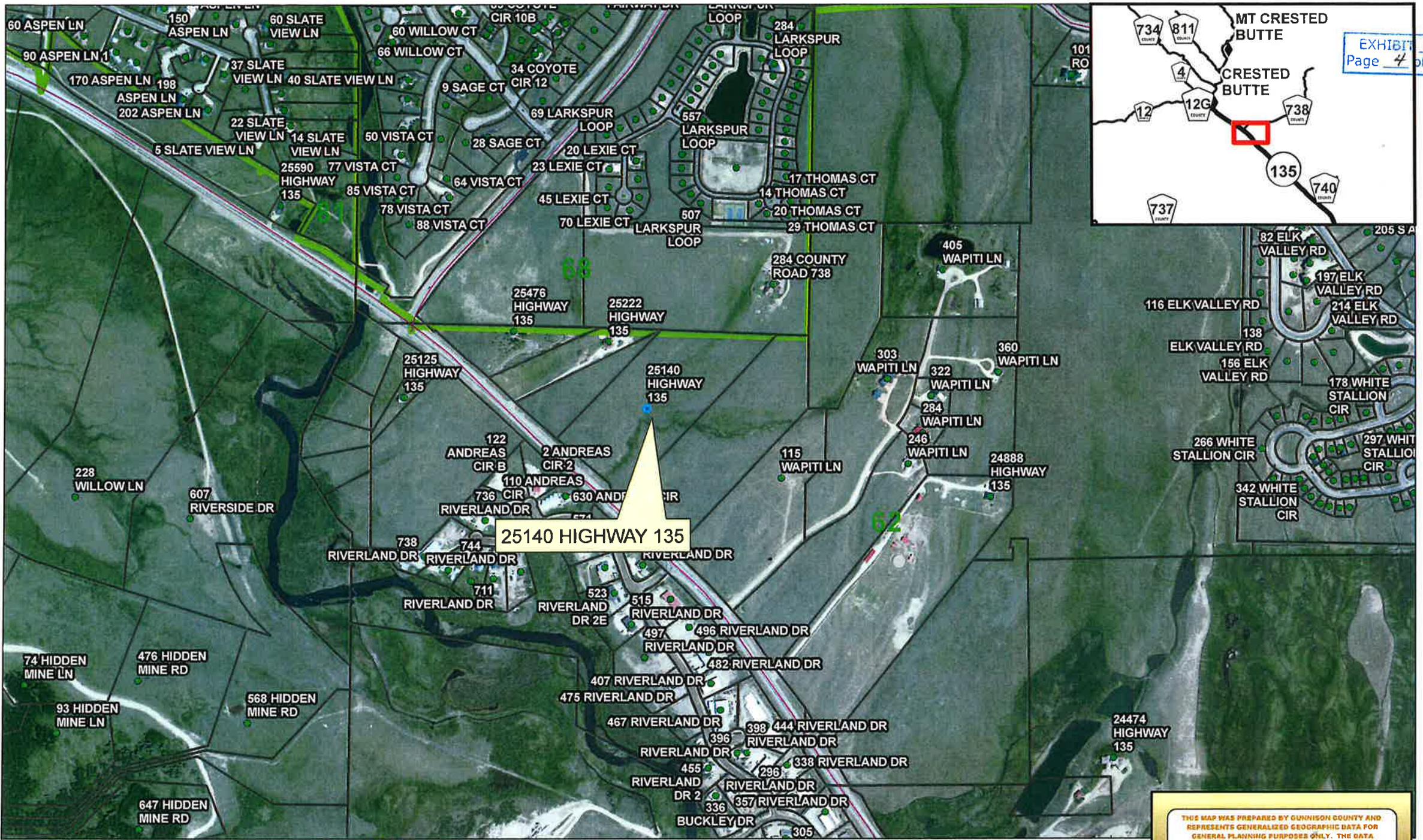
16. FAX SIGNATURES. Each of the undersigned parties hereto agree that a signature submitted by telephone facsimile (FAX) shall be binding to the same extent as a document containing the original signature. In the event such document containing a FAX signature is utilized, the signer shall provide the actual document containing the original signature to the appropriate parties by regular mail without delay.

IN WITNESS WHEREOF, this Lease is executed the day first above written.

By: 
Mindy Sturm

VIRGIL AND LEE SPANN RANCHES, INC., A Colorado corporation:

By: 
Lee L. Spann, President



Gunnison County GIS - 221 N. Wisconsin St, STE G - Gunnison, CO 81230 - (970) 641-7673

THIS MAP WAS PREPARED BY GUNNISON COUNTY AND REPRESENTS GENERALIZED GEOGRAPHIC DATA FOR GENERAL PLANNING PURPOSES ONLY. THE DATA PORTRAYED SHOULD NOT BE RELIED UPON TO ESTABLISH LEGAL TITLE, BOUNDARY LINES, THE PRECISE LOCATION OF IMPROVEMENTS, OWNERSHIP, MAINTENANCE, EASEMENTS OR PUBLIC RIGHT-OF-WAYS.



Assessor's Office
221 N. Wisconsin St., Suite A
Gunnison, CO 81230
(970) 641-1085

A Gunnison County Agriculture Use Questionnaire is required for all agricultural properties. In order to classify any property as agricultural, documentation that proves the property is being used in an agricultural endeavor must be supplied to the Assessor's office.

Legislation regarding residences on agricultural property (House Bill 11-1146) went into effect in 2012. This bill states that any residences on agricultural property must be integral to an agricultural operation for the purpose of determining whether two acres or less associated with the residence satisfies the definition of agricultural land for property tax purposes. In short, if the occupants of a house are not integrally involved in the agriculture operation, up to two acres of land surrounding the residence may be given a market value. The remainder of the land will still be valued agriculturally.

Return a completed questionnaire and documentation proving agricultural use to the Assessor's office at the address above. All personal financial and business information you provide to the Gunnison County Assessor's office is confidential and is not shared with other county departments or the public.

Call the Gunnison County Assessor's office with any questions you may have: 970-641-1085

DOCUMENTS WHICH DEMONSTRATE AGRICULTURAL USE INCLUDE:

- Grazing lease agreement
- 1040 F or equivalent IRS form
- Sales invoices of agricultural products or livestock
- Financial statements
- Brand Inspection Certificates

DEFINITIONS:

"Agricultural land" means a parcel of land, whether located in an incorporated or unincorporated area and regardless of the uses for which such land is zoned, that was used the previous two years and presently is used as a farm or ranch, as defined in subsection (3.5) and (13.5) of this section or that is in the process of being restored through conservation practices. Such land must have been classified or eligible for classification as "agricultural land", consistent with this subsection (1.6), during the ten years preceding the year of assessment. Such land must continue to have actual agricultural use. "Agricultural land" under this subparagraph (I) shall not include two acres or less of land on which a residential improvement is located unless the improvement is integral to an agricultural operation conducted on such land. "Agricultural land" also includes the land underlying other improvements if such improvements are an integral part of the farm or ranch and if such other improvements and the land area dedicated to such other improvements are typically used as an ancillary part of the operation. The use of a portion of such land for hunting, fishing, or other wildlife purposes, for monetary profit or otherwise, shall not affect the classification of agricultural land. § 39-1-102(1.6)(a)(I)(A), C.R.S.

"Integral to an agricultural operation" means for purposes of subparagraph (A) of this subparagraph (I) if an individual occupying the residential improvement either regularly conducts, supervises, or administers material aspects of the agricultural operation or is the spouse, or a parent, grandparent, sibling, or child of the individual. § 39-1-102(1.6)(a)(I)(B), C.R.S.

"Farm" means a parcel of land which is used to produce agricultural products that originate from the land's productivity for the primary purpose of obtaining a monetary profit. § 39-1-102(3.5), C.R.S.

"Ranch" means a parcel of land which is used for grazing livestock for the primary purpose of obtaining a monetary profit. For the purpose of this subsection (13.5), "livestock" means domestic animals which are used for food for human or animal consumption, breeding, draft, or profit. § 39-1-102(13.5), C.R.S.

"Actual value determined - when" Once any property is classified for property tax purposes, it shall remain so classified until such time as its actual use changes or the assessor discovers that the classification is erroneous. The property owner shall endeavor to comply with the reasonable requests of the assessor to supply information which cannot be ascertained independently but which is necessary to determine actual use and properly classify the property when the assessor has evidence that there has been a change in the use of the property. Failure to supply such information shall not be the sole reason for reclassifying the property. Any such request for such information shall be accompanied by a notice that states that failure on the part of the property owner to supply such information will not be used as the sole reason for reclassifying the property in question. § 39-1-103(5)(c), C.R.S.

GUNNISON COUNTY AGRICULTURAL USE QUESTIONNAIRE

Owner: _____

Account #:	Parcel #:
Legal Description:	

The answers to the following questionnaire are completely confidential, and gives the agricultural community direct involvement with establishing fair and accurate local data with which to value your agricultural properties. Please take the time to fill out the questionnaire as completely as possible and return it to the Gunnison County Assessor's Office
Thank you -

For the year: _____

1. Was the property listed above used in an agricultural endeavor in 2017?

Yes _____ No _____ Uncertain _____

If your answer is no, there is no need to fill out the rest of the survey.

2. What percent of the property was used for:

Livestock _____ Hay Production _____

Other _____ (Please explain) _____

3. Do you lease your property to a ranching operator?

I. Yes – property is leased _____

Name of Lessee _____

Address _____

Phone Number _____

Submit copy of current lease with this questionnaire.

II. No – agricultural operation is owner operated _____

Submit copy of IRS Form 1040 F or other proof of current ag use with this questionnaire.

4. If your property was being used as a ranch:

a. What type of livestock is grazed on your property: _____

b. How many head: _____

c. Use of livestock: _____

d. How many acres of this property is used for grazing livestock: _____

e. Which months of the year do you use your property for grazing? _____

5. What crops were cultivated?

Alfalfa: Acres planted _____ Acres harvested _____ Ton per acre _____

Grass Hay: Acres planted _____ Acres harvested _____ Ton per acre _____

Meadow Hay: Acres planted _____ Acres harvested _____ Ton per acre _____

Pasture Grass: Acres planted _____ Acres harvested _____

6. Does this property have irrigation water rights? *Yes or No*

a. Decreed water right? *Yes or No* # of feet _____

b. Decreed shares? *Yes or No* # of shares _____

c. Source of irrigation water _____

d. Source of stock water _____

e. What is the approximate cost per acre for water/irrigation maintenance? _____

7. Is the property fenced? *Fully or Partially or None*

a. What type of fencing? _____

b. Approximate annual cost to maintain: _____

8. Do you sell your hay? *Yes or No*

a. What price per ton do you sell your alfalfa hay _____?

b. What price per ton do you sell your grass hay _____?

c. Do you use your hay and crops for your own operations? *Yes or No*

d. If you do not sell your hay, what value per ton would you put on it _____?

This portion of the questionnaire relates to House Bill 11-1146.

How many residences are on the property? _____

Please fill out the following questions for each residence on the property:

1. Who occupies the residence?

a. Owner	<input type="checkbox"/>	Full-time	<input type="checkbox"/>	or part-time	<input type="checkbox"/>	?
b. Owner's family	<input type="checkbox"/>	Full-time	<input type="checkbox"/>	or part-time	<input type="checkbox"/>	?
c. Tenant	<input type="checkbox"/>	Full-time	<input type="checkbox"/>	or part-time	<input type="checkbox"/>	?
d. Employees	<input type="checkbox"/>	Full-time	<input type="checkbox"/>	or part-time	<input type="checkbox"/>	?
e. Guests	<input type="checkbox"/>	Full-time	<input type="checkbox"/>	or part-time	<input type="checkbox"/>	?
f. Not occupied	<input type="checkbox"/>					
g. Uninhabitable	<input type="checkbox"/>					

2. Does the occupant of the residence regularly participate in the agricultural endeavor? *Yes or No*

If yes, describe activities: _____

Additional comments: _____

Name of person completing questionnaire: _____

Signature: _____

Phone Number: _____



2020 REAL PROPERTY NOTICE OF DETERMINATION

Kristy McFarland
Gunnison County Assessor
221 N Wisconsin St, Suite A
Gunnison, CO 81230

Date of Notice: September 11, 2020
Phone: (970) 641-1085
Fax: (970) 641-7920
Email: assessor@gunnisoncounty.org
Website: <http://www.gunnisoncounty.org/assessor.html>

	ACCOUNT NUMBER	TAX YEAR	TAX AREA	PARCEL NUMBER	
	R013124	2020	606	3255-120-00-079	
PROPERTY OWNER	TOUCHSTONE RANCH LAND LLC PO BOX 2476 STEPHENVILLE, TX 764010040 AGENT: BURGEMEISTER KENDALL			LEGAL DESCRIPTION	
				13.08A IN SE4. SEC 12 14S86W	
PROPERTY CLASSIFICATION		PROPERTY OWNER'S ESTIMATE OF VALUE		ASSESSOR'S VALUATION	
				ACTUAL VALUE PRIOR TO REVIEW	ACTUAL VALUE AFTER REVIEW
Vacant				380,360	380,360
		TOTALS		\$380,360	\$380,360

The Assessor has carefully studied all the available information, giving particular attention to the specifics included on your protest. The Assessor's determination of value after review is based on the following:

The actual value of the property is determined by appropriate consideration of the approaches to appraisal set forth in § 39-1-103(5)(a), C.R.S.

No evidence of permissive grazing has been presented

If you disagree with the Assessor's decision, you have the right to appeal to the County Board of Equalization for further consideration, § 39-8-106(1)(a), C.R.S.

The deadline for filing real property and personal property appeals is September 28*.

The Assessor establishes property values. The local taxing authorities (county, school district, city, fire protection, and other special districts) set mill levies. The mill levy requested by each taxing authority is based on a projected budget and the property tax revenue required to adequately fund the services it provides to its taxpayers. The local taxing authorities hold budget hearings in the fall. If you are concerned about mill levies, we recommend that you attend these budget hearings. Please refer to last year's tax bill or ask your Assessor for a listing of the local taxing authorities.

Please refer to the reverse side of this notice for additional information.

*Note that this date has been amended for 2020 only as a result of Executive Order D 2020-022.



EXHIBIT A
Page 11 of 19

Property Tax Statement

- [2020 Tax Statement \(PDF\)](#)
- [2019 Tax Statement \(PDF\)](#)

Notices of Valuation

- [2020 Notice of Valuation \(PDF\)](#)
- [2019 Notice of Valuation \(PDF\)](#)

Notices of Determination

- [2020 Notice of Determination \(PDF\)](#)

No data available for the following modules: Buildings, Sketches.

The Sanborn County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll.
[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 4/7/2021, 4:07:04 AM

Version 2.3.115



EXHIBIT A
Page 11 of 19

2006 \$130 \$40 44.485 \$6.76

EXHIBIT 1A
Page 12 of 19

Contact the Treasurer's Office for current property tax amount due. Do not use the figures above to pay outstanding property taxes.

Land

Land Description	Land Type	Acres	Site Access	Electricity	Sewer	Water	Other Attributes
GRAZING LAND-AGRICULTURAL	Agricultural	13.08	YEAR AROUND GOVT MAINTAINED PAVED ACCESS	NOT INSTALLED AVAILABLE NEAR SITE	ISDS ALLOWED NOT INSTALLED	NOT INSTALLED	LAND TYPE PRIMARY - SAGE VIEWS - SCENIC OR ABOVE AVERAGE SITE IMPROVEMENTS - BASIC FENCING

Sales and Conveyance

Sale Date	Sale Amount	Adjusted Sales Price	Grantor	Grantee	Vacant or Improved (at time of sale)	Reception #	Deed Type	Sale Note
9/1/2017	\$930,000	\$930,000	SPANN VIRGIL & LEE RANCHES INC	TOUCHSTONE RANCH LAND LLC	Vacant	648802	GEN WARR DEED - FEE	

Generate Owner List by Distance

Distance:

100 Feet 

Use Address From:

Owner Property

Select export file format:

Address labels (5160) 

- Show All Owners
- Show Parcel ID on Label

Skip Labels 0

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xlsx, csv or tab download formats.

Download

Recent Sales In Area

Sale date range:

From: 04/07/2011

To: 04/07/2021

Recent Sales in Area

1500 Feet 

Sales by Distance

Photos

Summary

Account Number R013124
 Parcel Number 3255-120-00-079
 Account Type Agricultural
 Economic Area Econ Area 6
 Tax District 606
 Mill Levy 57.977
 Property Location 25000 STATE HIGHWAY 135
 Neighborhood N/A
 LEA ECON 6 SAGE UPPER (60000)
 Subdivision N/A
 Condo N/A
 Legal Description 13.08A IN SE4, SEC 12 14S86W
 Parcel Notes TOTAL PARCEL = 13.08 AC
 FENCE LINE RESOLUTION B697 P288

[View Map](#)

Note: Legal Description above is abbreviated for use on Assessor records and is not valid for use on legal documents.



Owner

Owner
 TOUCHSTONE RANCH LAND LLC
 PO BOX 2476
 STEPHENVILLE, TX 76401-0040

Business Name

Current Assessment Information

	2020
+ Land Actual Value	\$200
+ Building Actual Value	\$0
= Total Actual Value	\$200
+ Land Assessed Value	\$60
+ Building Assessed Value	\$0
= Total Assessed Value	\$60

Prior Year Assessment Information

Year	Actual Value	Assessed Value	Mill Levy	Ad Valorem Taxes
2020	\$200	\$60	57.977	\$3.48
2019	\$200	\$60	56.667	\$3.40
2018	\$180	\$50	58.652	\$2.93
2017	\$180	\$50	59.243	\$2.96
2016	\$170	\$50	55.636	\$2.78
2015	\$170	\$50	54.825	\$2.76
2014	\$150	\$40	56.397	\$2.26
2013	\$150	\$40	49.795	\$1.99
2012	\$140	\$40	43.359	\$1.73
2011	\$140	\$40	44.434	\$1.78
2010	\$140	\$40	40.244	\$1.61
2009	\$140	\$40	39.091	\$6.56
2008	\$140	\$40	40.652	\$6.64
2007	\$140	\$40	35.448	\$6.40

2020 REAL PROPERTY NOTICE OF VALUATION



Kristy McFarland
Gunnison County Assessor
221 N Wisconsin St, Suite A
Gunnison, CO 81230

Date of Notice: May 1, 2020
Phone: (970) 641-1085
Fax: (970) 641-7920
Email: assessor@gunnisoncounty.org
Website: <http://www.gunnisoncounty.org/assessor.html>

ACCOUNT NUMBER	TAX YEAR	TAX AREA	PARCEL NUMBER	
R013124	2020	606	3255-120-00-079	
PROPERTY OWNER			LEGAL DESCRIPTION	
TOUCHSTONE RANCH LAND LLC PO BOX 2476 STEPHENVILLE, TX 76401-0040			13.08A IN SE4. SEC 12 14S86W #648802	
PROPERTY CLASSIFICATION		PRIOR YEAR ACTUAL VALUE	CURRENT YEAR ACTUAL VALUE	+ OR - CHANGE
Agricultural		200	0	-200
Vacant Land		0	380,360	+380,360
TOTALS		\$200	\$380,360	+\$380,160

THIS VALUE REPRESENTS A CHANGE IN LAND CLASSIFICATION FROM AGRICULTURAL STATUS

The tax bill you receive next January will be based on the current year actual value. If the Senior Citizen or Disabled Veteran Property Tax Exemption has been applied to your residential property, it is not reflected in the current year actual value shown above.

The following property characteristics are for the primary structure or land type. For a complete inventory listing, please visit the Gunnison County Assessor website. Please verify your inventory and contact us if any corrections are needed.

LAND			PRIMARY IMPROVEMENT	
LAND DESCRIPTION	LAND TYPE	ACRES	OCCUPANCY TYPE:	
10 Ac To L/T 35 Ac	Vacant	13.08	BUILDING DESCRIPTION:	
			CONSTRUCTION QUALITY:	
			EXTERIOR CONDITION:	
			EFFECTIVE YEAR BUILT:	
ELECTRICITY:	NOT INSTALLED AVAILABLE NEAR SITE		PERCENT COMPLETE:	
SEWER:	ISDS ALLOWED NOT INSTALLED			
WATER:	NOT INSTALLED		ABOVE GRADE LIVING AREA:	
SITE ACCESS:	PAVED ACCESS		BASEMENT:	
	YEAR AROUND GOVT MAINTAINED			
OTHER ATTRIBUTES:			GARAGE:	
SCENIC OR ABOVE AVERAGE VIEWS				
BASIC FENCING				
			TOTAL IMPROVEMENTS ON ACCOUNT:	
SUBDIVISION:			CONDOMINIUM:	



PROPERTY TAX STATEMENT

DEBBIE DUNBAR
GUNNISON COUNTY TREASURER
221 N WISCONSIN, STE T
GUNNISON, CO 81230
970-641-2231

2020 Taxes Payable in 2021

ACCOUNT NUMBER: R013124		TAX DISTRICT: 606		PARCEL NUMBER: 325512000079	
TAX AUTHORITY	MILL LEVY	LEVIED TAX	VALUATION	ACTUAL	ASSESSED
Gunnison County	16.226	\$0.97	\$200	\$60	
Gunnison County Metro. Rec. Dist.	1.000	\$0.06	ASSESSED VALUE x MILL LEVY = LEVIED TAX		
RE1J School District	28.711	\$1.73			
Upper Gunnison Water District	1.951	\$0.12			
Crested Butte Fire Protection Dist.	7.687	\$0.46			
Gunnison County Library District	1.900	\$0.11			
Colorado River Water District	0.502	\$0.03			
TOTALS		57.977			\$3.48
PROPERTY LOCATION			Amount Due		
25000 STATE HIGHWAY 135			PAYMENT	DUE DATE	AMOUNT DUE
LEGAL DESCRIPTION OF PROPERTY			FIRST HALF	28-Feb	\$0.00
13.08A IN SE4, SEC 12 14S86W			SECOND HALF	15-Jun	\$0.00
ADDITIONAL PROPERTY INFORMATION			FULL PAYMENT	30-Apr	\$8.48
Property type: Agricultural					
PROPERTY OWNER OF RECORD		In absence of State Legislative Funding, your School Fund Mill Levy would have been: 40.414		Is your Mortgage Company responsible to pay your taxes? Not sure? Check with your Mortgage Company before sending payment to us.	
TOUCHSTONE RANCH LAND LLC PO BOX 2476 STEPHENVILLE TX 76401-0040					

PAYMENT MUST BE POSTMARKED BY DUE DATE TO AVOID INTEREST CHARGES.
Your cancelled check is your best receipt and saves you tax dollars. To obtain a receipt by mail, please enclose a self-addressed, stamped envelope.

THIS IS THE ONLY NOTICE YOU WILL RECEIVE
RETAIN TOP PORTION FOR YOUR RECORDS

2020 Taxes Payable in 2021

**ACCOUNT NUMBER:
R013124**



Debbie Dunbar
County Treasurer
221 N. Wisconsin, Suite T
Gunnison, CO 81230

RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd Half Payment Coupon 2

12709*35**G50**0.4935**1/2*****AUTOALL FOR AADC 760
TOUCHSTONE RANCH LAND LLC
PO BOX 2476
STEPHENVILLE TX 76401-0040

2ND HALF DUE BY 15-Jun \$0.00

ADDRESS CORRECTION? (PLEASE PRINT CAREFULLY)
New Address _____
City _____
ST _____ ZIP _____
Enter an e-mail address to receive receipt via email: _____

Make checks payable to: GUNNISON COUNTY TREASURER, 221 N Wisconsin, Ste T, Gunnison CO 81230

ADDRESS CORRECTION?? (PLEASE PRINT CAREFULLY)
New Address _____

2020 Taxes Payable in 2021

**ACCOUNT NUMBER:
R013124**

RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT
Full or 1st Half Payment Coupon 1

City _____
ST _____ ZIP _____
Enter an e-mail address to receive receipt via email _____

TOUCHSTONE RANCH LAND LLC
PO BOX 2476
STEPHENVILLE TX 76401-0040

1ST HALF DUE BY 28-Feb \$0.00

FULL PAYMENT DUE BY 30-Apr \$8.48

ONLINE CREDIT CARD AND ECHECK PAYMENTS

If you wish to pay your tax payment online electronically, go to www.gunnisoncounty.org. Choose "How Do I?" on the purple ribbon at the top of the page. Then choose "Pay" and "Property Taxes". From that screen, click on "Gunnison County Treasurer". That is the link to the site where you can pay online by credit card or eCheck *for a fee*. You will be able to see and approve the fee before the transaction is completed.

--- All payments must be made in U.S. currency. Payments on out of country banks may be charged an additional fee. **Partial payments will not be accepted. Late payments without interest included in the payment will be returned.** If you are making a payment after a deadline, use the interest payment box below to calculate interest or call our office at 970-641-2231.

Month Paid	Interest Payment Calculation Chart			
	Half Tax Option	Full Tax Option	Less Than \$25.00	
	1ST	2ND		
March	1%	---	---	---
April	2%	---	---	---
May	3%	---	1%	1%
June 1 - 15	4%	---	2%	2%
June 16 - 30	4%	1%	2%	2%
July	5%	2%	3%	3%
August	6%	3%	4%	4%

If you are paying your taxes after August 31st, please call the office for potential additional fees, 970-641-2231

--- Payments made **after the due date** are charged interest as required under Colorado law. Interest on delinquent accounts is 1% per month. No tax payment is final until your check is accepted for payment by your bank. Advertising fees may also apply to properties that are delinquent for certain periods of time.

--- **If your check is returned unpaid**, your account will be debited electronically for the original amount and electronically or via paper for the state's maximum allowable service fee. Payment by check constitutes authorization of these transactions. You may revoke this authorization by calling (800) 666-5222, ext. 2, to arrange payment for any outstanding checks and service fees due.

--- If there are **delinquent taxes due**, it is important to call our office and let us explain the process on delinquent taxes.

--- If your property taxes are being paid through an **escrow account with your mortgage payment**, you will still receive a tax bill. Colorado law requires that each owner of record be sent a notice, even if a mortgage company pays your taxes.

--- If you **own a business**, you may owe Personal Property taxes. If the business was open on January 1 of this year, you must pay the taxes for a full year. If the business closed or sold prior to January 1 of this year, please call the Assessor at 970-641-1085.

--- A **MOBILE HOME** being moved requires payment of all taxes due, a moving permit and a tax authentication from the Treasurer's office. Violators will be subject to prosecution under CRS 42-4-510. A mobile home changing ownership requires payment of taxes due and a tax authentication from the Treasurer's Office. This form, along with the current title, must be taken to the Clerk and Recorder/Motor Vehicle division in order for a new title to be issued.

--- Property Owners are responsible for payment of taxes due on their properties. Failure to receive a tax notice, clerical errors, paying the wrong amount, or failure of payments to be received does NOT remove a taxpayer's liability to pay any taxes, interest and late fees due on a property. Please verify the legal description of your property prior to submitting payment. Payments made on the wrong account may not be automatically refunded or applied to the correct property. All tax notices are mailed during January. If you did not receive notices on all property you own in Gunnison County, call 970-641-2231.

--- The Treasurer's Office is responsible for collecting property taxes. The County Assessor is responsible for valuing property. The elected officers of the Tax Authorities listed on the face of this notice, (Commissioners, school boards, city councils and directors of special districts), are responsible for approving their agencies' budgets. Voters are responsible for approving mill levy increases beyond those authorized by Colorado's Constitution.

Office hours are 8 am – 5 pm Monday – Friday at 221 N. Wisconsin, Gunnison

NOTICE OF PROPERTY TAX EXEMPTION FOR SENIOR CITIZENS AND DISABLED VETERANS

A property tax exemption is available to senior citizens, qualifying disabled veterans and the surviving spouses of senior citizens or disabled veterans who were previously granted the exemption. For those who qualify, 50% of the first \$200,000 in actual value of their primary residence is exempted. The state pays the exempted portion of the property tax. *Once approved, the exemption remains in effect for future years, and the applicant need not re-apply.* The General Assembly may eliminate funding for the Senior Citizen Exemption or Disabled Veteran Exemption at their discretion in any year that the budget does not allow for the reimbursement.

Application requirements are as follows:

SENIOR EXEMPTION: The exemption is available to applicants who: a) are at least 65 years of age as of January 1 of the year of application, b) owned their home for at least 10 consecutive years as of January 1, and c) occupy it as their primary residence and have done so for at least 10 consecutive years as of January 1. Limited exceptions to the ownership and occupancy requirements are detailed in the qualifications section of the application. The exemption is also available to surviving spouses of seniors who previously met the requirements. **The application deadline for 2021 is July 15.** Applications are available from the Gunnison County Assessor: (970) 641-1085, or from the Colorado Division of Property Taxation: (303) 864-7777.

DISABLED VETERAN EXEMPTION: The exemption is available to applicants who: a) sustained a service-connected disability while serving on active duty in the Armed Forces of the United States, b) were honorably discharged, and c) were rated by the federal Dept of Veterans Affairs as a 100% permanent disability through disability requirement benefits. The applicant must have owned and occupied the home as his or her primary residence since January 1 of the year of application; however, limited exceptions to the ownership and occupancy requirements are detailed in the eligibility requirements section of the application. **The application deadline for 2021 is July 1.** Applications are available from the Colorado Dept of Military and Veteran Affairs: (303) 284-6077, or from the Colorado Division of Property Taxation: (303) 864-7777.

For more information, contact the Assessor's office: (970)641-1085, assessor@gunnisoncounty.org or the Colorado Division of Property Taxation: (303) 866-2371, dpt.helpdesk@state.co.us

2020 REAL PROPERTY NOTICE OF VALUATION



Kristy McFarland
Gunnison County Assessor
221 N Wisconsin St, Suite A
Gunnison, CO 81230

Date of Notice: May 1, 2020
Phone: (970) 641-1085
Fax: (970) 641-7920
Email: assessor@gunnisoncounty.org
Website: <http://www.gunnisoncounty.org/assessor.html>

ACCOUNT NUMBER	TAX YEAR	TAX AREA	PARCEL NUMBER	
R013123	2020	606	3255-120-00-082	
PROPERTY OWNER			LEGAL DESCRIPTION	
VAN DELAY INDUSTRIES LTD PO BOX 1113 CRESTED BUTTE, CO 81224-1113			12.84 ACRES IN SE4 SEC 12 14S86W #652094 <i>25140 HWY 135</i>	
PROPERTY CLASSIFICATION		PRIOR YEAR ACTUAL VALUE	CURRENT YEAR ACTUAL VALUE	+ OR - CHANGE
Agricultural Vacant Land		190 0	0 377,840	-190 +377,840
TOTALS		\$190	\$377,840	+\$377,650

THIS VALUE REPRESENTS A CHANGE IN LAND CLASSIFICATION FROM AGRICULTURAL STATUS

The tax bill you receive next January will be based on the current year actual value. If the Senior Citizen or Disabled Veteran Property Tax Exemption has been applied to your residential property, it is not reflected in the current year actual value shown above.

The following property characteristics are for the primary structure or land type. For a complete inventory listing, please visit the Gunnison County Assessor website. Please verify your inventory and contact us if any corrections are needed.

LAND			PRIMARY IMPROVEMENT	
LAND DESCRIPTION	LAND TYPE	ACRES	OCCUPANCY TYPE:	
10 Ac To L/T 35 Ac	Vacant	12.84	BUILDING DESCRIPTION:	
			CONSTRUCTION QUALITY:	
			EXTERIOR CONDITION:	
			EFFECTIVE YEAR BUILT:	
ELECTRICITY: NO			PERCENT COMPLETE:	
SEWER: NONE				
WATER: NONE			ABOVE GRADE LIVING AREA:	
SITE ACCESS: YEAR ROUND			BASEMENT:	
OTHER ATTRIBUTES:			GARAGE:	
SCENIC OR ABOVE AVERAGE VIEWS				
			TOTAL IMPROVEMENTS ON ACCOUNT:	
SUBDIVISION:			CONDOMINIUM:	

VALUATION INFORMATION

Your property was valued as it existed on January 1 of the current year. The value of residential property is based on the market approach to value. Generally, the value of all other property is based on consideration of the market, cost, and income approaches to value. The appraisal data used to establish value is from the 18-month period ending June 30, 2018, § 39-1-104(10.2)(a), C.R.S. If insufficient data existed during the 18-month data gathering period, data from each preceding six-month period (up to a period of five years preceding June 30, 2018) may be utilized, § 39-1-104(10.2)(d), C.R.S.

Most property in Colorado is revalued every odd-numbered year § 39-1-104(10.2)(a), C.R.S. The assessment rate for residential property is currently 7.15%, § 39-1-104.2(3), C.R.S. A change in the projected residential assessment percentage is not grounds for protest or abatement of taxes, § 39-5-121(1), C.R.S. Generally, all other property, including vacant land, is assessed at 29%, § 39-1-104(1), C.R.S.

REAL PROPERTY PROTEST PROCEDURES

If you wish to protest, please include your estimate of property value as of June 30, 2018, and any additional documentation that you believe supports a change in the classification and/or valuation of your property. If you have any questions, please call (970) 641-1085.

BY EMAIL: Written protests submitted by email must be date-stamped by the county server no later than June 1, § 39-5-122(2), C.R.S. Proof of receipt will be sent by return email – save this receipt for your records. **WE RECOMMEND PROTESTING BY EMAIL FOR EXPEDIENCY AND TO CONSERVE RESOURCES: assessor@quinnisoncounty.org**

BY MAIL OR FAX: Written protests must be postmarked or faxed no later than June 1, § 39-5-122(2), C.R.S. You may be required to prove that you mailed or faxed your protest on or before the June 1 deadline; therefore, we recommend that you retain proof of mailing or fax delivery confirmation receipt.

IN PERSON: In 2020, due to the COVID-19 situation, there will be no in-person appeals. The Blackstock government building and Assessor’s office are closed to the public until further notice. As an alternative to emailing, mailing or faxing your appeal, you may drop your written appeal in the ballot box in the parking lot of the Blackstock building, located in the south side of parking lot, adjacent to Virginia Ave. Appeals must be dropped off no later than 4pm on June 1.

If the date for filing any report, schedule, claim, tax return, statement, remittance, or other document falls on a Saturday, Sunday, or legal holiday, it shall be deemed to have been timely filed if filed on the next business day, § 39-1-120(3), C.R.S.

TO PRESERVE YOUR APPEAL RIGHTS, YOUR PROTEST MUST BE EITHER POSTMARKED OR RECEIVED BY THE ASSESSOR NO LATER THAN JUNE 1 – AFTER SUCH DATE, YOUR RIGHT TO PROTEST IS LOST.

You may use this form to begin the protest process; however, written correspondence with the same basic information will suffice. This form is not necessary to be able to protest and is provided for your convenience.

What is your estimate of the property’s value as of June 30, 2018? \$ _____

For all Commercial Property appeals: If your property was leased during the data-gathering period, please attach an operating statement indicating your income and expense amounts. **The actual income and expense information is due to the Assessor no later than July 15th.** Also, please attach rent roll as of June 30, 2018, indicating the square footage and rental rate for each tenant-occupied space.

What is the basis for your estimate of value or your reason for requesting a review? (Please attach additional sheets as necessary and any supporting documentation, i.e., comparable sales, photos, rent roll, appraisal, etc.)

In 2020, the Assessor and Board of County Commissioners have elected to use the extended appeal period in accordance with 39-5-122(2), C.R.S. The Assessor must mail you a Notice of Determination on or before August 15, 2020. If you disagree with the Assessor’s determination, or if you do not receive a Notice of Determination, you must submit a written appeal to the County Board of Equalization on or before September 15, 2020 if you wish to continue your appeal, § 39-8-106(a)(a) and (3), C.R.S.

ATTESTATION

I, the undersigned owner or agent of the property identified above, affirm that the statements contained herein and on any attachments hereto are true and complete.

Signature Telephone Number Email Address Date

AGENT AUTHORIZATION – only fill out this section if a person other than the owner will be appealing

I, the undersigned owner of the property identified above, authorize the agent named below to act on my behalf in the property value appeal protest for the tax year shown above. All protest communication will be mailed to agent.

Agent’s Name (Please Print) Signature of Property Owner Date

Agent’s Street Address Agent’s Email Address

Melanie Bollig

From: Mindy Sturm <mindy@premier-mountain-properties.com>
Sent: Thursday, August 5, 2021 1:32 PM
To: Melanie Bollig; Roland Mason; Elizabeth K. Smith
Cc: Christopher Nutgrass; Marc Solari
Subject: RE: HEARING NOTICE RE: Van DeLay Industries Ltd, Petition for Abatement or Refund of Taxes, R013123
Attachments: Doug Washburn Letter 2019_2020.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Good day Gunnison County Assessor and County Commissioners,

Sorry for the delay. As you can imagine Doug has been out in the field continuing the Gunnison County Ranching Legacy and not always in cell service or by his computer.

When I did connect with him he did believe he had photos for the needed time period and hopes he still had them since he recently had to get a new phone. After a week or so wait I was able to connect with him again asking about the photos, and he said they did not get transferred to his new phone but was getting help to check to see if they were transferred to the "cloud". After a little more time he reach back and said he had lost the photos and asked if there was something else he could to assist. I let him know another option is to share that he had been using the property for the needed time period starting 2019 and ending 2020. He add up until the neighbors fence was completed. Attached you will find a document stating this with his signature.

This weekend the fencer said they would have the fence up and good to go. They have been stalled out on other projects, much like everyone in the valley.

In the future Doug and I will be working with the neighbors to get the access, grazing and water set up so that the cattle and horses can be brought onto multiple connecting parcels so they can be rotated. He said that he would get back to me on this in the next week or so on the next steps for this to happen.

I will keep you updated on what happens at the property and please reach back out to me with any questions.

Thank you for your consideration in this matter.

Mindy Sturm

----- Original Message -----

Subject: HEARING NOTICE RE: Van DeLay Industries Ltd, Petition for Abatement or Refund of Taxes, R013123

From: Melanie Bollig <MBollig@gunnisoncounty.org>

Date: Tue, June 01, 2021 3:34 pm

To: "mindy@Premier-Mountain-Properties.com" <mindy@Premier-Mountain-Properties.com>

Cc: Christopher Nutgrass <CNutgrass@gunnisoncounty.org>



July 2021

To Gunnison County Commissioners and Assessor's Office

During 2019/2020 we did use and access Ms. Sturm property along HWY 135 just like we have over the past years.

Doug Washburn

A handwritten signature in cursive script that reads "Doug Washburn". The signature is written in black ink and is positioned below the printed name.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Riverland Lot 7 Joint Venture Condominium Plat; Ri

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Lot 7 Joint Venture Condominium Plat
Lot 7, Riverland Filing #1- AKA 296 Bucklev Dr.

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 appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 8/11/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/17/2021



August 10, 2021

**RE: Condominium Plat
Lot 7 Condominiums
LUC-21-00034**

Applicants Riverland Lot 7 Joint Venture, represented by attorney Danial Spivey, have applied to condominiumize the two structures on Lot 7, Riverland Filing #1, aka 296 Buckley Dr.

They have submitted the signed plat and the covenants. The County attorney's office has reviewed and approved the proposed plat. The taxes are current, and the Landowners Association has approved the condominiumization.

You may review the file:

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

Projects

Application Number... LUC-21-00034

Click on file

Attachments

View

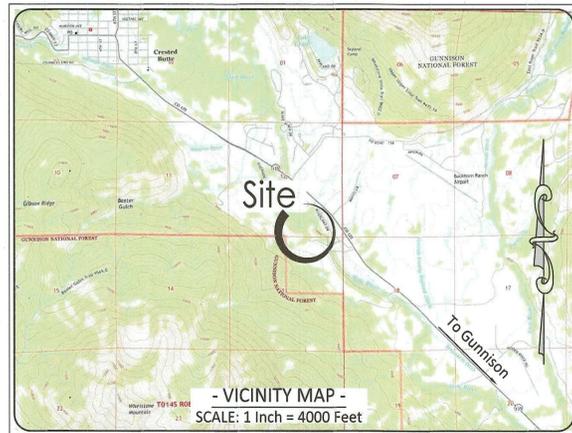
Thank you,

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

Lot 7 Condominiums

Lot 7, Riverland Industrial Park, Filing 1

Situated within Sections 7 and 18, Township 14 South, Range 85 West of the 6th Principal Meridian and Sections 12 and 13, Township 14 South, Range 86 West of the 6th Principal Meridian
Gunnison County, Colorado



PROPERTY DESCRIPTION:

Lot 7, RIVERLAND - AN INDUSTRIAL PARK, FILING 1, according to the official plat thereof, recorded September 14, 1982, bearing Reception No. 369534

County Of Gunnison,
State of Colorado.

CERTIFICATE OF DEDICATION AND OWNERSHIP:

Riverland Lot 7 Joint Venture, being the owner of 1.02 acres of land legally described as Lot 7, Riverland-An Industrial Park, Filing 1, according to the official plat thereof, recorded September 14, 1982, bearing Reception No. 369534, County of Gunnison, State of Colorado, under the name of LOT 7 CONDOMINIUMS, have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate and convey to the owners of condominium units within this condominium and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

Dated this 10th day of Aug, A.D. 2021

By: Robert F. Huckins
Robert F. Huckins as President of Huckins Construction, Inc.

By: Gregory D. Wiggins
Gregory D. Wiggins

State of CO)
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this 10 day of August, 2021, by Robert Huckins as President of Huckins Construction, Inc., and Gregory D. Wiggins.

Witness my hand and official seal.

My commission expires: May 5, 2025
My Address is: 525 N. MAIN ST.

Lindsey Gross
Notary Public



SURVEY NOTES:

- Basis of Bearings: Bearings shown hereon are based on a record bearing of N40°38'29"E, between the Southeast corner of said Lot 7, being monumented by a 5/8" rebar and 1.25" Yellow Plastic Cap stamped 9476, and the Northeast corner of said Lot 7, being monumented by a 5/8" rebar, both corners being monumented as shown hereon.
- Date of field survey: April 9th, 2021.
- Units of linear measurements are displayed in US Survey Feet.
- SGM will not be responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure that no such changes have been made.
- Property descriptions shown hereon are based on the Warranty Deed recorded July 30th, 2010 bearing Reception No. 599837 and the plat RIVERLAND - AN INDUSTRIAL PARK, FILING 1, recorded September 14, 1982, bearing Reception No. 369534 in the records of Gunnison County, Colorado.
- Fences shown hereon have been shown for general reference and do not necessarily depict limits of ownership.
- The property shown hereon is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to ownership, easement and other encumbrances of record has been taken from the plat RIVERLAND - AN INDUSTRIAL PARK, FILING 1, recorded September 14, 1982, bearing Reception No. 369534 in the records of Gunnison County, Colorado.

ATTORNEYS OPINION:

I, Marcus J. Lock, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated. Such title is vested in Riverland Lot 7 Joint Venture, a Colorado joint venture, and is free and clear of all liens, defects, encumbrances, restrictions, and reservations except as follows:

- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- Existing leases and tenancies.
- Right of way for ditches or canals constructed by the authority of the United States as reserved in United States patent recorded February 16, 1915 in Book 184 at Page 6; and in patent recorded May 14, 1919, in Book 184 at Page 164; and in patent recorded July 3, 1919, in Book 184 at Page 167.
- Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in warranty deed recorded November 20, 1981 in Book 574 at Page 352.
- Terms, conditions, provisions, burdens, obligations, and easements as set forth and granted in quit claim deed recorded January 20, 1982 in Book 576 at Page 390.
- Easements, conditions, covenants, restrictions, reservations and notes on the plat of Riverland - An Industrial Park, Filing 1 recorded September 14, 1982 under Reception No. 369534, and the ratification recorded June 11, 1996 in Book 784 and Page 766.
- Restrictive covenants which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable State or Federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in declaration of protective covenants for Riverland Industrial Park recorded September 14, 1982, in Book 584 at Page 304 and the addendum recorded December 28, 1982 in Book 588 at Page 581.
- Terms, conditions, provisions, burdens and obligations as set forth in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 2016-1 recorded January 06, 2016 under Reception No. 637409.
- Terms, conditions, provisions, burdens and obligations as set forth in ground lease recorded August 04, 1992 in Book 709 at Page 805.

Dated this 2 day of Aug, A.D. 2021

Marcus J. Lock
Marcus J. Lock, Attorney-At-Law
Colorado Supreme Court Registration No. 33048
For and on behalf of Law of the Rockies, LLC
525 N. Main St., Gunnison, CO 81230

GENERAL NOTES:

- Confinement of domestic animals: All dogs and cats shall be confined by kenneling, leashing, fencing or other physical constraint at all times. This restriction may be enforced by Gunnison county at the expense of the owner.
- Colorado's fence out requirements: A property owner is required to construct and maintain fencing in order to keep livestock off his/her property.

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

We, Huckins Construction Inc., a Colorado corporation and Gregory D. Wiggins, 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 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 agrees 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.

By: Robert F. Huckins
Robert F. Huckins, Owner
Huckins Construction, Inc.

By: Gregory D. Wiggins
Gregory D. Wiggins

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

We, Huckins Construction Inc., a Colorado corporation and Gregory D. Wiggins, 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.

By: Robert F. Huckins
Robert F. Huckins, Owner
Huckins Construction, Inc.

By: Gregory D. Wiggins
Gregory D. Wiggins

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.

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of LOT 7 CONDOMINIUMS is approved this _____ day of _____, A.D. 20____, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

Chairperson, Gunnison County Board of Commissioners
Attest:

Gunnison
County Clerk and Recorder

SURVEYORS CERTIFICATE:

I, Erik E. Bjornstad, do hereby certify that I am a professional land surveyor licensed under the law of the state of Colorado, that this plat is a true, correct and complete plat of LOT 7 CONDOMINIUMS as laid out, platted, dedicated and shown hereon, that such plat was made by me from an accurate survey of said property by SGM Inc. and under my supervision and correctly shows the location and dimensions of the boundary and easements of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land. I further certify that this plat satisfies requirements of the C.R.S. Section 38-33.3-209.

Erik E. Bjornstad
Colorado PLS # 38697
For, and on behalf of SGM



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. 20____, Reception Number _____, Time _____

Gunnison County Clerk and Recorder



Lot 7 Condominiums
Gunnison County, Colorado

Revision	Date	By
1	8/7/21	EB
2	8/9/20	EB
3		
4		
5		
6		
7		
8		
9		

Job No. 2021-277-001
Drawn by: EB
Date: 08/09/21
Approved: EB
File: RiverlandCondo

Condominium
Plat

Title:

Sheet No.

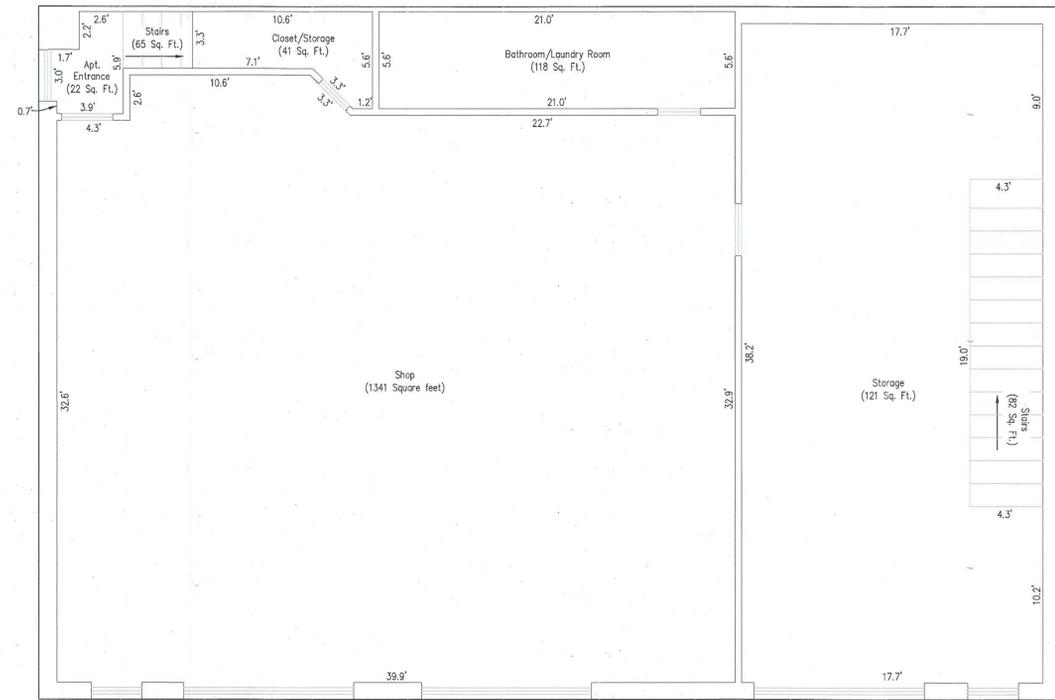
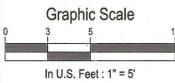
1

Of: 4

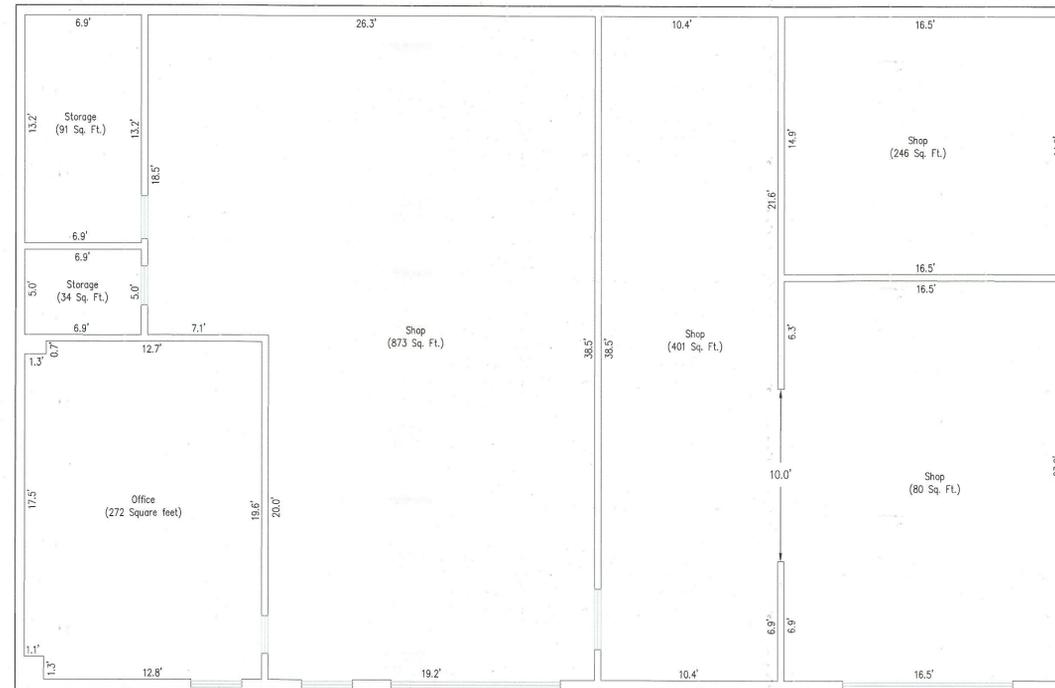
Lot 7 Condominiums

Lot 7, Riverland Industrial Park, Filing 1

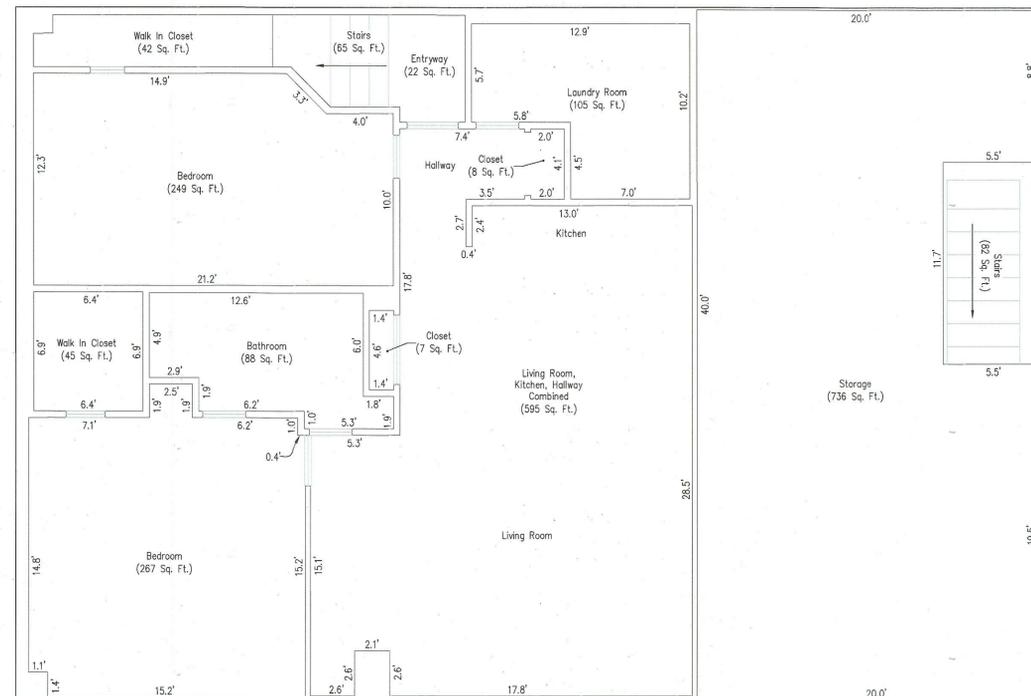
Situated within Sections 7 and 18, Township 14 South, Range 85 West of the 6th Principal Meridian
and Sections 12 and 13, Township 14 South, Range 86 West of the 6th Principal Meridian
Gunnison County, Colorado



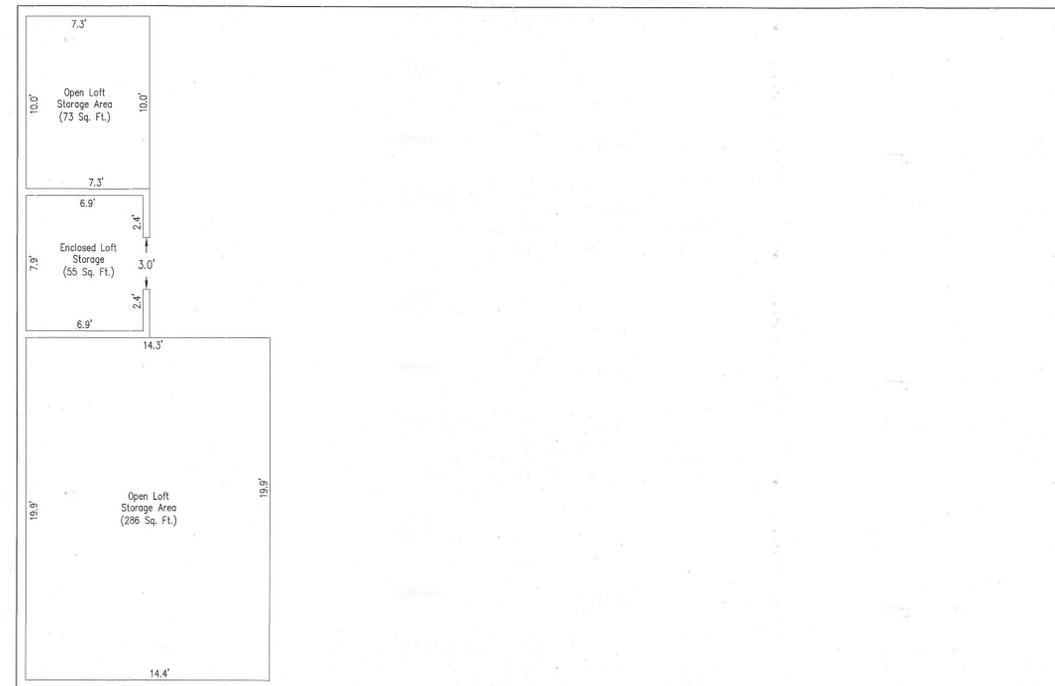
Unit A
First Floor



Unit B
First Floor



Unit A
Second Floor



Unit B
Second Floor

A:\2021\2021-277-Riverland\277-Riverland\Drawings\RiverlandCondo\dwg\Plateau_8/9/2021_3:09 PM By: Erik Bjornstad

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com



Lot 7 Condominiums
Gunnison County, Colorado

Revision	Date	By
1		
2		
3		
4		
5		
6		
7		
8		
9		

Job No. 2021-277-001
Drawn by: EB
Date: 08/09/21
Approved: PLS: EB
File: RiverlandCondo

Title:
**Condominium
Plat**

Sheet No.
3

Of: 4

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, in no event more than five years from the date of the certification shown herein.

