

- 1 - Agenda
- 2 - Liquor License, Almont Resort
- 3 - July 20, 2021 Minutes
- 4 - Consent 1 - Release of DIA; Gallegos Corp
- 4 - Consent 2 - Release of DIA; Swiss Holdings, LLC
- 4 - Consent 3 - Arinc Lease
- 4 - Consent 4 - CDOT Correspondence
- 4 - Consent 5 - Choice Pass Community Support Fund
- 5a - Calendar
- 5b - Draft 2022 BOCC Meeting Calendar
- 6b - Cash Transfer
- 6d - Sales Tax Report
- 7 - Treasurer's Report
- 8 - Opioid Settlement MOU
- 9 - Tincup Street Vacation
- 10a - HS Agenda
- 10b - August 17, 2021 Minutes
- 10c - DHS Financial Report
- 11 - Draft Budget Information

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, October 19, 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
 - Alcohol Beverage License; Almont FBF Holdings, LLC, dba Almont Resort; License #03-14906; Effective 9/29/2021-9/29/2022
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:32 am
- Call to Order; Agenda Review
 - Minutes Approval:
 1. July 20, 2021 Regular Meeting
 - 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. Release of Landscaping Improvements Agreement for the Gallegos Corp. - Conger Harvesting Area; LUC Change Permit No 2018-00053
 2. Release of Landscaping Improvements Agreement for Swiss Holdings, LLC and Alpha Mechanical Solutions, LLC; LUC Permit No 2018-00025
 3. Acknowledgement of County Manager Signature; Airport Terminal Lease Agreement; Arinc Incorporated; 10/1/2021 – 9/30/2024; \$3,600
 4. Ratification of Correspondence; Colorado Department of Transportation (CDOT) Proposed Rulemaking Governing Statewide Transportation Planning Process and Transportation Regions; 2 CCR 601-22
 5. Amendment to the Agreement Establishing the Choice Pass Community Support Fund; Community Foundation of the Gunnison Valley
 - Scheduling:
 1. Draft 2022 Meeting Schedule
- 8:40
- County Manager's Reports:
 1. Disposition of Gunnison Valley Health Vehicles
 2. Contractor Agreement; Vaccination Events in Montrose and Delta Counties; Tri-County Health Network; \$127,000
- 8:50
- Deputy County Manager's Reports and Project Updates
- 9:00
- Vouchers and Transfers
 - Treasurer's Report
- 9:05
- Colorado Opioid Settlement Memorandum of Understanding
- 9:20
- **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.

*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, October 19, 2021

Page 2 of 2

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

- 10:00
- Continued Public Hearing; Tincup Street Vacation Request; That portion of Laurel Street adjacent to Lots 18024, Block 14, and Lots 1-7, Block 13, Town of Tincup; Sally Kuisle and Lyle & Cheryl Rieger (Humming Bird Properties, LLC)
 1. Resolution; A Resolution Vacating a Certain Portion of Laurel Street Lying Within the Town of Tincup, County of Gunnison, State of Colorado
 - Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

- 10:05 am
- (See separate agenda)

GUNNISON COUNTY BOARD OF HEALTH:

- 10:35 am
- Call to Order
 - Navigator Position Update; Coalition Coordination and Community Health Coalition Update
 - Behavioral Health Services Update: Suicide Prevention and Substance abuse Prevention (Tobacco)
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

- 11:05 am
- Draft 2022 Gunnison County Budget Discussions:
 1. Health & Human Services Department
- 12:00 pm
- Break
- 1:00
- Draft 2022 Gunnison County Budget Discussions (continued):
 2. Juvenile Services Department
 3. Sheriff's Office
 4. Gunnison-Crested Butte Tourism and Prosperity Partnership

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)

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License; Almont FBF Holdings, LLC

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License transfer for Almont FBF Holdings LLC dba Almont Resort

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: 10/4/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/8/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 2

Agenda Date: 10/19/2021



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-14906
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.

**ALMONT FBF HOLDINGS LLC DBA ALMONT RESORT
10209 HWY 135
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 09.29.2021 - 09.29.2022

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 9-30-2021
Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**ALMONT FBF HOLDINGS LLC
dba ALMONT RESORT
10209 HIGHWAY 135
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

| | |
|---|--|
| Liquor License Number 03-14906 | License Expires at Midnight September 29, 2022 |
| License Type HOTEL & RESTAURANT (COUNTY) | |
| Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR | |

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. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 9/30/2021 LC

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

| | | | | | | | | | | | |
|--|-------------------------------------|--|--|-----|----|--------------------------|-------------------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|
| Name Almont FBF Holdings LLC | | Type of License H&R | Account Number Pending | | | | | | | | |
| Oath Of Applicant | | | | | | | | | | | |
| I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license. | | | | | | | | | | | |
| Authorized Signature <i>C. DeFeo</i> | | Printed Name and Title Craig DeFeo, Authorized Signatory | Date 4/8/2021 | | | | | | | | |
| Report and Approval of Local Licensing Authority (City/County) | | | | | | | | | | | |
| Date application filed with local authority 9-7-2021 | | Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) August 3, 2021 | | | | | | | | | |
| The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: | | | | | | | | | | | |
| <input checked="" type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants | | | | | | | | | | | |
| That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license | | | | | | | | | | | |
| (Check One) | | | | | | | | | | | |
| <input checked="" type="checkbox"/> Date of inspection or anticipated date 5-13-2021 <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority | | | | | | | | | | | |
| <input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? | | | <table border="0"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> | Yes | No | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Yes | No | | | | | | | | | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | | | | | | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | |
| The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved. | | | | | | | | | | | |
| Local Licensing Authority for Gunnison County | | Telephone Number 970-641-7641 | <input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County | | | | | | | | |
| Signature <i>Kathy Simillion</i> | Print Kathy Simillion | Title County Clerk | Date | | | | | | | | |
| Signature <i>[Signature]</i> | Print Jonathan Houck | Title Chairperson, Gunnison Co. Board of County Commissioners | Date 8-3-2021 | | | | | | | | |

N/A

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: July 20, 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 7/20/2021 BOCC regular meeting minutes is attached for your consideration

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/19/2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
July 20, 2021**

The July 20, 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 [ABSENT]
Marlene Cosby, Deputy 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 meeting to order at 8:30 am.

ALCOHOL BEVERAGE LICENSE #03-01581; ROBERTS CORPORATION DBA HARMEL'S RANCH RESORT; EFFECTIVE DATES 6/17/2021 – 6/17/2022

Moved by Commissioner Smith, seconded by Commissioner Mason to approve the alcohol beverage license renewal for Roberts Corporation dba Harmel's Ranch Resort. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison County Local Liquor Licensing Authority meeting at 8:31 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 8:31 am.

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

SCHEDULING:

1. Commissioner Mason would be absent for the August 10th work session; but was hoping to be able to attend remotely via Zoom.

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

1. Annual Landfill Compliance Letter; summary of the landfill's estimated cost and useful life; 2020
2. Intergovernmental Agreement Regarding Undesirable Plant Management; Gunnison, Hinsdale, Saguache Counties, Towns of Mt. CB, Crested Butte, Pitkin and City of Gunnison; 1/01/2021 through 12/31/2021; \$34,318
3. Acknowledgment of County Manager Signature; Polco NRC Price Quote; 2021 Biennial Citizen Survey; \$19,100 Additional Funding; Colorado Department of Local Affairs, Community Services Block Grant; Ends 9/30/2024; \$48,823
4. Grant Application Approval; Rocky Mountain Health Foundation; Gunnison County Health and Human Services; staff funding for Gunnison Health Coalition Coordinator and Health Navigator; Fall 2021, as CDPHE funds run out; \$25,000
5. Acknowledgment of County Manager Signature; Agreement for Receipt of Court Security Grant Funds; Gunnison County; Calendar Year 2022; \$84,114
6. Grant Application Approval; Family First Transition Funds; Gunnison County Juvenile Services; for training across Gunnison County – GVH, Gunnison County Early Childhood, Plus Mentors; 3-year program; \$123,124

COUNTY MANAGER'S REPORTS: As County Manager Matthew Birnie was ill and unable to be there for his report, this item was omitted.

1. **County Forest Payment Funds Distribution.** Chairperson Houck noted that they would get an update on the Forest Payment Funds distribution at their next regular meeting.

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

1. Lee Partch retirement. DCM Crosby let the Board know that, due to a scheduling conflict, Lee Partch's retirement party time would be moved to noon, Tuesday, July 27th at the Fairgrounds, in honor of Lee's 47 years of service. She asked the Board to come and celebrate this achievement.
2. Colorado Department of Public Health and Environment (CDPHE). DCM Crosby outlined that, each year, the CDPHE asked for submittal of costs incurred for the cost of transporting recycled materials to market. Usually, Gunnison County receives funding from the CDPHE somewhere around \$22,000 for the glass they recycle. They were notified this year that there was additional funding, and on June 30th

they were told the total rebate from this year's grant would be \$64,601.06. She added this was perfect timing, because there was work needing to be done on the bailer, and this afforded that opportunity.

3. Incomplete agreement with the White River National Forest. DCM Crosby stated that the Board had signed this agreement over two months ago, but added that the Forest agency kept saying that Part A was not signed. Together, they discovered that when it was sent to her, they kept cutting off the signature line on an 11" x 17" page. After discovering this, they reformatted the pages, and DCM Crosby had the agreement with her to sign, noting this was actually just finishing an action already taken at a previous meeting, so no further Board action would be needed.
4. Update on Washington Gulch. DCM Crosby reported that, over 3-1/2 days' time last week, her staff was able to complete the paving on Washington Gulch, with new cattle guards also installed. She highlighted that excellent traffic control at the Gothic Road intersection had also really contributed to the successful completion of this project, and gave full kudos to several of her staff for the huge improvement.

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 8:50 am for the next agenda item.

COMMISSIONER ITEMS:

Commissioner Mason

1. White River Nation Forest (WRNF). Commissioner Mason explained he was in conversation with the WRNF regarding several of the Marble area issues, and highlighted that White River felt a facilitator would really help to identify actual issues and corresponding solutions that the County and Forest Service could work together to solve. There had also been a facilitation proposal come in for three 2-day intensive workshops, plus two listening sessions for people to get online and attend. These were projected to last through August and September and then information would be compiled from this throughout October. Commissioner Mason noted that this timing could possibly tie in with the Board's review of the resolution they had passed earlier in the year regarding road use. Commissioner Mason added that they still did not have a person to collect the data from WCU yet; however, the County was possibly going to have staff go over to Marble and ask a set of pre-approved questions, in order to begin gathering information. He also reported that WRNF had requested a road safety audit from the top of Daniel's Hill through the Lead King Loop on Forest Service property; traffic counters had been put down the week before, as part of this audit. Commissioner Mason stated he would be reaching out to the Mayor of Marble to see how the planned education piece was progressing, and to gain an update regarding parking in Marble during the month of July.
2. Attended the Tripartite Board meeting on July 16th. Commissioner Mason reported that they had received a yearly Community Block Grant for around \$60,000, and these funds would be used to help families pay utility bills or other emergency needs. They had opened up the criteria so that families would be able to apply multiple times. Commissioner Mason noted that they did also receive some Cares Act funding to bolster the Block grant, and that currently the fund was looking good; however, he had concerns because the Federal stimulus funds would be running out very soon. This, in conjunction with a nearing deadline to the eviction moratorium meant they could expect more users to the fund.
3. Attended the Gunnison Valley Regional Housing Authority meeting. Commissioner Mason reported that the largest part of the meeting was discussion centered around going to the ballot again in 2022 in order to obtain county-wide permanent funding for affordable housing. He noted that, though voters have been vetoed this in the past, it would be good to see if there is a different urgency to getting people into housing at this point.

Chairperson Houck

1. Regarding Marble. Chairperson Houck noted that he had been watching the Aspen - Sopris Ranger District's development of a Maroon Bells – Snowmass Wilderness overnight fee proposal, and wanted to bring it to the Board's attention that this project would be good to watch as it progresses, and could make a template for Gunnison County to follow with future plans for addressing the impacts of increased usage in the Lead King Loop area.
2. Scheduling reminder to the Board regarding CCI virtual meeting on July 23rd. Chairperson Houck reminded the Commissioners that on Friday, July 23, he would be attending the Colorado Counties Inc (CCI) meeting virtually, while the other two commissioners would be attending a joint Public Hearing with the Planning Commission. Chairperson Houck then outlined that one of the main topics he would be looking at during the CCI meeting was lodging tax, and whether there would now be an opportunity for a percentage to go to affordable housing. He felt there was a possible opening, because if you cannot house your work force, then that affects the overall user experience. Commissioner Mason added that Routt County did vote to take a percentage for affordable housing in 2018, and the success there could be a template for the Commissioners to consider as they look into the matter.

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: Present for the Public Hearing were Deputy County Manager Marlene Crosby and applicants, Mr. and Mrs. Clifford Brown.

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 explained that this was for a portion of 10th Street in Somerset that was 168.65 feet long, of which less than 100 feet was usable. She added that this was not an area the County could use to stack snow, and the street vacation would not impact plowing or maintenance; all the utilities had been notified and there were no concerns. She recommended that the street vacation request be approved, and requested further that the Board waive administrative fees for the applicants.
5. Applicant Comments: Clifford Brown let the Board know that he and his neighbor and fellow applicant, Jedediah Brown, were seeking a security boundary with this street vacation. They both had a history of problems with another adjacent neighbor on 9th Street, and felt this vacation would establish an enforceable boundary between them.
6. Board Questions: There were no questions from the Board.
7. Public Comments: There were no additional public comments from anyone present in the room or via Zoom.
8. Acknowledge Correspondence Received: There was no correspondence received.
9. Applicant Response: With no public comments or questions, there was no response needed by the applicant.
10. Close Public Hearing: Commissioner Houck closed the public hearing at 9:03 am.

1. **Resolution; A Resolution Vacating a Certain Portion of 10th Street Lying within Somerset, County of Gunnison, State of Colorado:** After the close of the Public Hearing, it was then moved by Commissioner Mason, seconded by Commissioner Smith, to approve Resolution #2021-19, a resolution vacating a certain portion of 10th Street lying within Somerset County of Gunnison, State of Colorado, which included the criteria which the Board felt met the Road and Bridge Standard 22.9.2. Motion carried unanimously.

Further, it was moved by Commissioner Mason, seconded by Commissioner Smith, to waive the administrative fee of \$500, at the recommendation of staff. Motion carried unanimously.

HEARING; PETITION FOR ABATEMENT OF REFUND OF TAXES; PROPERTY TAX YEARS 2018 AND 2019; R070735; LOT 5 HIDDEN MINE RANCH; PARCEL NO. 3255-000-11-022; AMSTAR HOMES, INC, DAVID MCENTIRE, OWNER: County Assessors Charles McDonald and Bob Blackett were present for the hearing; the petitioner, David McEntire, owner of Amstar Homes, Inc, was also present via Zoom.

Chairperson Houck opened the hearing at 9:10 am, and Assessor Charles McDonald explained that this was a revisit of a hearing held earlier in the year – the petitioner had not received notice for the earlier hearing, and so the present hearing was being held with the petitioner present. Since Chairperson Houck had not been present at the earlier hearing, he then asked Commissioner Mason to step in and preside over the hearing for better continuity.

Commissioner Mason began by asking Assessor Charles McDonald to give a review of each year's assessment – 2018 and 2019. Assessor McDonald started with tax year 2018, explaining that for this 35-acre parcel, due to an error on the land valuation, the County recommended a lowered valuation from \$1,862,270 to \$1,823,170. For the residence valuation, Assessor McDonald showed several comparable examples ranging from \$387 to \$732 per square foot, noting the petitioner's residence was valued in 2018 at \$481 per square foot. He further pointed out that the examples provided by the petitioner had not been time adjusted; with the time adjustment, the petitioner examples would range from \$369.24 to \$630.12 per square foot.

Commissioner Mason then asked Mr. McEntire to comment on the information he provided, in relation to the tax year 2018. Mr. McEntire began by noting that he had been given the time adjustment valuation information only a very short time ago – just over a week's time back. He added that this parcel was presently on the market and had been since 2018, for well under the assessed valuation. He then recommended a valuation of \$419.50 per square foot, based on the information recently given to him in preparing for the hearing. County Assessor Charles McDonald inserted that the parcel had also been on the market in 2015 as well, and also noted that the listed price was for \$2.4 million, which was substantially more than the assessment in either of those time frames.

As the Board began its review, Chairperson Houck noted that the Board's role here was not to react to the market, but to look for consistent, uniform assessment of property over time. After a request by Mr. McEntire for an extension of this hearing, and further discussion regarding process and consideration of options that could be taken, it was moved by Commissioner Smith, seconded by Chairperson Houck, to grant in part and deny in part the petition, accepting the Assessor's recommended value in abatement of \$39,100. Motion carried unanimously.

Commissioner Mason advised Mr. McEntire that he also had the opportunity to appeal the Board's decision to the State Board of Assessment Appeals, should he wish to take it to a level that could work with the finer details of comparing square footage valuations. After this, Commissioner Mason asked for the hearing to continue with tax year 2019.

For tax year 2019, County Assessor Charles McDonald stated that comparable parcels which sold in 2019 ranged from \$547 to \$766 per square foot, while the petitioner's parcel had a 2019 assessed value of \$564 per square foot. He noted that this was on the lower end of the range, and felt it was a very reasonable valuation of \$2,091,660. Assessor McDonald also pointed out that the petitioner's one comparison example submitted for 2019 sold for \$523 per square foot, but had several differences, some of which were buildings 15 years older, set closer to the road, and without the views of the petitioner's parcel. Both were on 35-acre tracts of land.

The petitioner, Mr. McEntire again asked the Board for more time to submit reasonable comparisons, adding that he had asked for the time-adjusted compilations as far back as May 18, and was not given enough time to prepare. He stated that he felt the valuation should be \$509 to \$655 per square foot. Commissioner Mason noted that the petitioner's valuation was assessed at \$564 per square foot, and asked Mr. McEntire if he understood that. Mr. McEntire stated that his compilation had come to \$665 per square foot, without knowing what the information on compiling was from the Assessor's Office.

With this Chairperson Houck **moved** to deny the petition for abatement for the tax year 2019, based on the price per square foot valuation being well within the parameters that the petitioner asked for. Commissioner Smith seconded. Motion carried unanimously.

VOUCHERS AND TRANSFERS:

1. **July 2021 Accounts Payable Report:** **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Accounts Payable vouchers for \$2,527,122.55. Motion carried unanimously.
2. **May 2021 Purchase Card Report**
3. **June 2021 Cash Transfer Report:** **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Cash Transfer for \$6,325,205.34. Motion carried unanimously.
4. **Sales Tax - LMD Reports:** Gunnison County Chief Financial Officer Juan Guerra reported that Sales Tax revenues were greater than expected, tied at least in part to a lodging tax income increase of 70% over this time last year. He further noted that the economy for Gunnison County is very healthy.

TREASURER'S REPORTS: County Treasurer Debbie Dunbar was present via Zoom for any questions from the Board. With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to accept the Treasurer's report and authorize the signature of the Chair. Motion carried unanimously.

GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) SUBMITTAL APPROVAL: 2020 COMPREHENSIVE AUDITED FINANCIAL REPORT: In attendance to answer any questions from the Board were Gunnison County CFO Juan Guerra (in the room) and independent auditor Matthew Miller, CPA with McMahan & Associates (remote via Zoom).

Overall, for Gunnison County Finances in 2020, the auditor awarded a status of "clean opinion" (unmodified opinion) – as has been awarded in other years. General highlights revealed: overall increases in governmental funds, driven through savings on debt service costs; positive fund balances in every fund except one – Mountain View Housing Authority (this was not unusual for this type of government entity); there was new debt relating to the library project; and the fund balance at that time represented 76% of the County's expenditures for the year, reflecting a strong stance.

For the letter of recommendations to the Board, CPA Matthew Miller outlined to the Board that this report shows any issues or concerns from the auditors. He noted that the County did not adopt any new standards, so it was very comparable to past years. He gave credit to the finance team for their excellent work and then outlined recommendations to the Board for areas needing segregation of duties, and other opportunities in County departments which would benefit from software upgrades to reduce manual errors in calculations. Last, Mr. Miller let the Board know that there would be a new accounting standard coming in the 2021-2022 tax year relating to leases, lessor and lessee, and that the County would need to be sure to add this standard to their books.

With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to accept the 2020 Comprehensive Audited Financial Report, as presented. Motion carried unanimously.

GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) SUBMITTAL APPROVAL: 2020 POPULAR ANNUAL FINANCIAL REPORT: In attendance to answer any questions from the Board q Gunnison County CFO Juan Guerra (in the room) and independent auditor Matthew Miller, CPA with McMahan & Associates (remote via Zoom).

CFO Juan Guerra introduced the new Popular Annual Financial Report by noting that these reports will serve two purposes: 1) to continuously improve and implement best practices, and 2) to be as transparent as the County can possibly be with the public. Further, he added that the Annual Financial Report would be on the website shortly.

After a brief overview and discussion by CFO Juan Guerra regarding what is covered in this first-time Popular Annual Financial Report, it was **moved** by Chairperson Houck, seconded by Commissioner Mason to accept the 2020 Popular Annual Financial Report as presented and make it available immediately. Motion carried unanimously.

RESOLUTION; A RESOLUTION RESCINDING THE THIRD EXTENSION OF THE GUNNISON COUNTY COVID-19 LOCAL DISASTER EMERGENCY: Present via Zoom remote was Health and Human Services Director Joni Reynolds; also present in the room were Deputy Emergency Management Manager Lisa Clay and County Attorney Matt Hoyt.

Chairperson Houck introduced this item by explaining for those present, either in the room or via Zoom, that this was a response to the County being at a point where they can rescind the local disaster emergency. He then asked HHS Director Reynolds and Emergency Management Assistant Lisa Clay to give a brief overview of the health and emergency logistical aspects, and then for CA Matthew Hoyt to outline the legal perspective.

HHS Director Reynolds began by explaining to the Board that the current status of COVID-19 was much lessened – cases had dropped to one or less than 1 per day and this statistic was staying stable. As a result, they had moved out of the public health orders, which had expired July 1st, and they were no longer needing to utilize the corona meter. EM Assistant Lisa Clay also confirmed that they had moved out of the emergency response, so that currently all responses were internal.

CA Matt Hoyt briefly outlined that the emergency declaration had been mostly about procuring emergency funding. The authority of HHS Director, Joni Reynolds, as Public Health Officer, was to be able to implement the public health orders separately – independent from this emergency declaration. This resolution declares that eligibility for emergency funding and other emergency measures from the emergency management side – rather than from the public health side, was no longer necessary, given the current state of affairs.

With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to accept Resolution 2021-20, a resolution rescinding the third extension of the Gunnison County COVID-19 local disaster emergency. Motion carried unanimously.

DISCUSSION AND RESOLUTION; A RESOLUTION ADOPTING THE "GUNNISON VALLEY GREENHOUSE GAS MITIGATION PLAN": Facilities Director John Cattles was present to introduce this resolution.

Facilities Director John Cattles began by explaining that this was a continuation of the Spring roadmap he introduced earlier to the Board, wherein the goal was for 50% greenhouse gas reduction. The resolution was a formalization of the outlined goals and a collaboration with several area organizations who plan to adopt this roadmap in order to "get on the same page together," rather than compete against each other.

John then gave a brief overview of the data available regarding electric utilities aiding greenhouse gases, with a model now available which showed 57% greenhouse gas reduction. He added that this was real, quantitative data that was available, and showed an actual path available in order to achieve this goal.

After a brief discussion by the Board of the possibilities for the County, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to adopt Resolution 2021-21, a resolution adopting the "Gunnison Valley Greenhouse Gas Mitigation Plan." Motion carried unanimously.

MEMORANDUM OF UNDERSTANDING; MT. EMMONS PROJECT; TOWN OF CRESTED BUTTE RESPONSE TO MT. EMMONS MINING CO. (MEMC); JULY 2021: County Attorney Matt Hoyt was present to give an overview of the memorandum. He outlined to the Board that this Memorandum of Understanding attempts to address the mining that had historically occurred but is not currently occurring on Mt. Emmons. He further explained that the Mt. Emmons Mining Company requested the Town of Crested Butte and Gunnison County to execute a non-binding, aspirational document which provides a roadmap or potential productive path forward to retire the mining claims in and around Mt. Emmons – in a way that would be mutually beneficial to all parties involved. CA Hoyt went on to outline the details to this roadmap, adding that the Town of Crested Butte had approved the MOU at their Town Council meeting the evening before.

The Board noted the work over the past months which they had been put into this agreement and expressed their support for it. With that, it was **moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Memorandum of Understanding for the Mt. Emmons Project, the Town of Crested Butte's response to the Mt. Emmons Mining Company, and to authorize the Chair's signature on the documents. Motion carried unanimously.

BREAK: Chairperson Houck called a recess in the meeting from 10:47am to 10:50 am.

UNSCHEDULED CITIZENS: Present were the residents of the Country Meadows Trailer Park, requesting help in attempting to purchase their trailer park, as the current owner had it up for sale, and they were concerned about losing their trailer park and trailers.

1. Ricardo Esqueda – Ricardo introduced himself as an interpreter for the City of Gunnison, and explained that he was present to help interpret for some of the residents who wished to speak to the Board on behalf of their concerns with the sale of the Country Meadows Trailer Park.
2. Gregorio Luna – Mr. Luna introduced some of his fellow residents in Country Meadows and let the Board know the current owner had put the property up for sale with the possibility of a new owner in three months' time. He stated that the mobile home park residents had been given basically three options: 1) to buy the property outright; 2) to receive money for their trailers at 50% of their cost; or 3) that they would have to leave. Mr. Luna said that they could not move their trailers because they are older, and also that there was no place to go, because there is no other housing in Gunnison available for them. He asked that the Board consider helping the residents to purchase this property.

3. Maria Elvia Bejar – Ms. Bejar tearfully reiterated what Mr. Luna had outlined and asked the Board to help the residents with the purchase of the park.
4. Maria Plascencia – Ms. Plascencia explained that she had lived in the Country Meadows Mobile Home Park for 12 years, and that the current owners were very negligent. Large trees and branches had fallen down by her trailer and the owner made no attempt to clean them up. She asked the Board to help them buy the land so that they could have a better future there.
5. Testimony read from Rosario Rodriguez who could not be present that day – Ms. Rodriguez said that she lived in trailer #44, and had put up with poor maintenance over several years. She stated that she would ask the Board to help them buy the land in order to solve these problems.
6. Juan Guzman – Mr. Guzman thanked the Board for hearing their petitions. He explained that he had been a Country Meadows resident for some time, and that there had been several issues in the last two years with the current owners – for example, there was no one to reach out to for maintenance problems or payment questions. For that reason, he asked the Board to help them solve this current issue.
7. Diana de La Fuente – Ms. Fuente explained she was there on behalf of the association of owners and residents of Country Meadows, and they were asking for the County’s help with their goal of purchasing the trailer park. Further, she requested legal counsel to help guide them through the process, as well as a professional appraisal of the property, as they considered the current asking price of the property to not be realistic. She gave the Board reasons as to why they should want to help: 1) the protection of human rights; 2) the unlawful and unsafe conditions currently there; 3) the threat of another increase in lot rent and unreasonable owner demands and negligence; 4) that their alternative to move the trailers is not possible; 5) that the residents would be kicked out with almost no notice, with no place else to move to in Gunnison. Ms. Fuentes outlined for the Board that Country Meadows was a multicultural community working in construction and maintenance, with 350 to 400 residents living there – almost 10% of the population of the City of Gunnison. She stated that these were hard working people who deserved the Board’s support in purchasing the land, and she asked that the County be proactive to prevent a potential crisis.
8. Rolando Fernandez – Mr. Fernandez began by stating that the Country Meadows Association was an active part of Gunnison County and that they knew they could find protection as well in this County. He asked the Board for help in finding out who the current owners were, for guidance in forming a legal association, and for help in finding the financial support to buy the property as an association.
9. Kit Flores Madison – Mr. Madison explained to the Board that the residents of Country Meadows were seeking a place where they could provide a safe place for families to grow up, rather than always worrying and wondering who the next owner of the park was going to be. He explained that they desired the long-term stability of the location, and the association’s goal would be to purchase and manage the park for themselves, adding playgrounds and other amenities in order to grow together as a community.
10. Testimony read from Harry Miller who could not be present that day – Mr. Miller wrote that he had visited Gunnison for over 20 years and fell in love with Gunnison but knew he could not afford a home to live here permanently, until he found a trailer home for sale in Country Meadows. He was asking the Board to help them find a way to purchase the land, adding, “these are our families, our homes, our hopes, and life dreams for us.”
11. Interpreter Ricardo Esqueda finished by telling the Board that his wish was to advocate for these individuals and their families and their homes, and he thanked the Board for taking the time to listen to them.

Chairperson Houck then stated that he would deviate from how they do the Unscheduled Citizens this time. Instead, he wanted to discuss with some of the staff who were present in the room what ways and strategies could be explored, knowing there was a time constraint on the option to purchase, with some of the 90 days already used up.

Cathie Pagano, Director of Community Development, was present to go over the process of purchasing the park with the people present from County Meadows. She outlined for them the various avenues that would be possible, noting the complexity of purchasing and the various groups that might be available for support in this purchase. She concluded that she believed this was improbable to purchase within the time left, but still added that it was not impossible, and then asked the Board for direction on which way to proceed.

Chairperson Houck then told those residents of Country Meadows Mobile Home Park who were present that he wanted them to know how important they were to the community and how important this issue was. He stated that he wished to use the Board’s latitude and authority to collaborate with other authorities, in conjunction with the legal advice of the County Attorney’s Office. Chairperson Houck highlighted also that saving housing was an absolute priority for the people in the Gunnison community, but again cautioned that there were significant risks and the need to understand those was also crucial as they proceeded with finding solutions.

County Attorney Hoyt then added that the County Attorney’s Office was not, by law, allowed to offer the advice that the Country Meadows Association would need, but that they would work to see if a lawyer in the County would be willing to accept this project on a pro bono basis. Community Development Director Cathie Pagano asserted that she would aid in helping CA Hoyt to identify someone local to help with this process, adding that this will be a lot of work and coordination among the residents, as well, but that she wanted them to take it on together.

The Board noted that they would be willing to meet in a special meeting, in order to expedite anything needing to move forward more quickly for the Country Meadows association of residents and owners. Chairperson Houck ended by reassuring the group present that the Board would do everything they could to help them through this.

COMMISSIONER ITEMS: With the meeting being so far past scheduled times, Chairperson Houck elected to forego the rest of the commissioner reports.

ADJOURN: Moved by Chairperson Houck, seconded by Commissioner Smith to adjourn the Gunnison County Board of County Commissioners regular meeting. Motion carried unanimously. The meeting was adjourned at 11:55 am.

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 11:55 am.

DESIGNATION OF HEALTH AND HUMAN SERVICES DIRECTOR JONI REYNOLDS TO SERVE AS THE GUNNISON COUNTY PUBLIC HEALTH DIRECTOR: Present for the meeting was Health and Human Services Director Joni Reynolds. With no questions from the Board, it was moved by Chairperson Houck, seconded by Commissioner Smith to designate Health and Human Services Director Joni Reynolds to serve as the Gunnison County Public Health Director. Motion carried unanimously.

COVID UPDATE: PHO AND CURRENT SITUATION: HHS Director Joni Reynolds presented the update to the Board. She stated that since the Public Health Order did expire on July 1st, they were now testing for COVID-19 by having people call in and get appointments, which were set up and done at Gunnison Valley Hospital (GVH). These tests were then sent off to an out-of-state lab, and once Clinical Services Director Ariel Tidwell and her team received the results back from GVH, they then followed up with any individual who had received a positive result to identify contact sources and ask if the individual would allow further testing for COVID variants. HHS Director Reynolds also stated they were also working with private providers, trying to normalize this as much as possible within the health care system.

Overall cases, she reported, had dropped in June and risen slightly in July; positive cases remaining steady at an average of one per day as they neared the close of July, with most cases identified as the Delta variant, though they had also seen the UK and California variants as well. The State data also showed that among those who were fully vaccinated, there were approximately 80-90 % who did not get COVID; 80-90% of the positive cases were occurring in unvaccinated individuals. She also noted that among the vaccinated group who did get COVID, the chances of getting a severe case or complications were greatly diminished.

Future considerations were discussed, identifying the various age groups and percentages of those vaccinated, as well how statistics looked on a national, international and global level. From this data, HHS Director Reynolds reminded those present at the meeting that general health precautions still needed to be practiced – face masks, social distancing, hand washing, and constant monitoring were still critical to preventing a lot of diseases.

CLINICAL SERVICES UPDATE: HHS Clinical Services Director Ariel Tidwell presented an update to the Board regarding 2020 services not related to COVID. The services covered by Clinical Services included the HHS Nurse Family Partnership, Childcare Nurse Consultant Services, Family Planning, Immunizations, Flu Clinics, and the Communicable Diseases department.

EARLY CHILDHOOD UPDATE: Early Childhood Council Coordinator Margaret Whacker presented an update on the Gunnison Hinsdale Early Childhood Council, which meets every other month. The council's purpose is to ensure good systems for early childhood, set priorities for the community, and bring resources into the early childhood system. Margaret identified data surrounding high turnover among early childhood employees, along with the funding sources they were presently utilizing to supplement these employees with extended studies, teacher stipends, paid sick leave, and better quality of care environments. Resource programs utilized included the Early Childhood Educator Sick Leave Program, the Early Childhood Educator Credential Stipend Program, as well as new-to-2021 tuition assistance for families in the Gunnison Valley.

HHS Director Joni Reynolds closed the meeting by thanking the Board for their compassion and passion for the people of Gunnison County.

ADJOURN: Moved by Chairperson Houck, seconded by Commissioner Smith to adjourn the Gunnison County Board of Health regular meeting. Motion carried unanimously. The meeting was adjourned at 12:34 pm.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2021 - 19

A RESOLUTION VACATING A CERTAIN PORTION OF 10TH STREET LYING WITHIN SOMERSET, 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 a certain portion of 10th Street lying within Somerset, County of Gunnison, State of Colorado described as follows;

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 in Somerset, Colorado, located in Gunnison County; and

WHEREAS, the vacation of the above described portion of 10th Street lying within Somerset, 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 of public health, safety and welfare from the vacation of the above described portion of 10th Street lying within Somerset; 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 portion of 10th Street lying within Somerset, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

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 in Somerset, Colorado, located in Gunnison County; and

It is the specific intent of the Board that the vacation of the above described portion of 10th Street lying within Somerset 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. This Resolution.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 20th 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. 2021 – 20

A RESOLUTION RESCINDING THE THRID EXTENSION OF THE
GUNNISON COUNTY COVID-19 LOCAL DISASTER EMERGENCY

WHEREAS, on May 14th, 2020, the Board of County Commissioners of the County of Gunnison adopted a Resolution extending the Gunnison County COVID-19 Local Disaster Emergency indefinitely; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709, the Board of County Commissioners of the County of Gunnison has the authority to order the declaration, continuation, or termination of a local disaster emergency; and

WHEREAS, the State of Colorado’s Fourth Amended Public Health Order 20-38 Limited COVID-19 Restrictions remains in effect; and

WHEREAS, on May 28, 2021, Gunnison County Public Health Director Joni Reynolds declared the current COVID-19 risk level is Risk Level Green; and

WHEREAS, the Eleventh Amended Standing Public Health Order Continuing System of Color-Coded Risk Level Restrictions to Further Limit and Contain the Spread of the COVID-19 Virus expired on July 1, 2021; and

WHEREAS, the Centers for Disease Control and Prevention has updated its Guidance for Fully Vaccinated People and has stated that currently authorized vaccines in the United States are highly effective at protecting vaccinated people against symptomatic and severe COVID-19;

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

- 1. The Third Extension of the Gunnison County COVID-19 Local Disaster Emergency is hereby rescinded;
- 2. This Resolution shall be promptly filed and recorded with the Gunnison County Clerk and Recorder, and filed with both the Office of Gunnison County Emergency Management and with the Colorado Office of Emergency Management; and
- 3. This Resolution shall be given prompt and general publicity.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 20th 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. 2021 - 21

A RESOLUTION ADOPTING THE “GUNNISON VALLEY GREENHOUSE GAS MITIGATION PLAN”

WHEREAS, the Board of County Commissioners of Gunnison County ("Board"), pursuant to C.R.S. § 30-11-107, has authority over the management and care of the buildings and property of Gunnison County ("County");

WHEREAS, pursuant to C.R.S. § 30-28-102 *et seq.* and other applicable law, the Board is authorized to enact land use and other regulations to provide for the physical development of and building, construction and other business and residential activities on lands within the unincorporated areas of the County, including but not limited to the adoption of its Land Use Resolution ("LUR") and building codes;

WHEREAS, the Board, pursuant to the foregoing authorities and other applicable law, is empowered to pass resolutions designed to protect and promote the health, safety and welfare of County residents and visitors;

WHEREAS, there exists increasing scientific evidence that carbon dioxide and other greenhouse gases released into the atmosphere are currently impacting the Earth's climate and will continue to have profound and potentially devastating effects, increasing the risk of extreme weather events, increased risk and intensity of catastrophic wildfire, increased risk of forest depredation due to insect invasion, changing rainfall and crop productivity patterns, increased risk of drought, loss of alpine meadows, and migration of infectious diseases;

WHEREAS, County actions to reduce greenhouse gas emissions can and will provide multiple local benefits by decreasing air pollution and reducing energy expenditures for the County, its businesses and its citizens;

WHEREAS, the County has adopted a Strategic Plan, last updated May 7, 2019, which includes a strategic goal to reduce greenhouse gas emissions by at least 20% from 2005 levels by 2030;

WHEREAS, the County, along with its partners in the One Valley Leadership Council have developed a plan to achieve a 50 percent reduction in greenhouse gas emissions to 2005 levels by 2030;

WHEREAS, achieving greenhouse gas emissions reductions across the entire Gunnison Valley Watershed area will take cooperative action among all local governing agencies, institutions, employers, and individuals; and

WHEREAS, the International Panel on Climate Change (IPCC) Fifth Assessment Report concluded that global emissions must be reduced by half by 2030 in order to limit global temperature rise to 3.6° Fahrenheit (2° Celsius);

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the Gunnison Valley Greenhouse Gas Mitigation Plan, as set forth in Exhibit A to this Resolution, be adopted.

The Board hereby directs County staff, pursuant to the County's Strategic Plan, to engage in efforts within their scope and respective fields of expertise to implement the Gunnison Valley Greenhouse Gas Mitigation Plan.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 20th day of July, 2021.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Release of Landscaping Improvements Agreement for the Gallegos Corp. - Conger Harvesting Area; LUC Change Permit No 2018-00053

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Board of County Commissioners of the County of Gunnison, Colorado shall release the Development Improvements Agreement dated October 15, 2019. hearing Reception No: 663004.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 10/4/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/8/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 10/19/2021

RELEASE OF DEVELOPMENT IMPROVEMENTS AGREEMENT FOR
THE GALLEGOS CORP. – CONGER HARVESTING AREA

WHEREAS, a Development Improvements Agreement was entered into by and between the Board of County Commissioners of the County of Gunnison, Colorado (“Gunnison County”) and The Gallegos Corporation, a tradename of Gallegos Masonry, Inc., a Colorado corporation (“Developer”), for the purpose of guaranteeing construction of a new road pursuant to the conditions of approval for Land Use Change Permit No: 2018-00053; and

WHEREAS the Development Improvements Agreement is identified as follows:

1. Development Improvements Agreement dated October 15, 2019, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on October 17, 2019, bearing Reception No: 663004; and

WHEREAS all conditions of the above referenced Development Improvements Agreement have been met and fully satisfied; and

WHEREAS all funds that had been retained for security have been fully released to Developer;

NOW THEREFORE, the Board of County Commissioners of the County of Gunnison, Colorado shall and hereby does fully release the following:

1. Development Improvements Agreement dated October 15, 2019, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on October 17, 2019, bearing Reception No: 663004.

APPROVED this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

By: _____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Release of Landscaping Improvements Agreement for

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Release the Landscaping Improvements Agreement between Gunnison County and Swiss Holdings, LLC, bearing Reception No: 656447.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 10/4/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/8/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 10/19/2021

RELEASE OF LANDSCAPING IMPROVEMENTS AGREEMENT FOR
SWISS HOLDINGS, L.L.C. AND ALPHA MECHANICAL SOLUTIONS, LLC

WHEREAS, a Landscaping Improvements Agreement was entered into by and between the Board of County Commissioners of the County of Gunnison, Colorado (“Gunnison County”) and Swiss Holdings, LLC, jointly and severally with Alpha Mechanical Solutions, LLC (“Developer”), for the purpose of guaranteeing landscaping improvements pursuant to the conditions of approval for Land Use Change Permit No: 2018-00025; and

WHEREAS the Landscaping Improvements Agreement is identified as follows:

1. Landscaping Improvements Agreement dated September 18, 2018, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on October 4, 2018, bearing Reception No: 656447; and

WHEREAS all conditions of the above referenced Landscaping Improvements Agreement have been met and fully satisfied; and

WHEREAS all funds that had been retained for security have been fully released to Developer;

NOW THEREFORE, the Board of County Commissioners of the County of Gunnison, Colorado shall and hereby does fully release the following:

1. Landscaping Improvements Agreement dated September 18, 2018, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on October 4, 2018, bearing Reception No: 656447.

APPROVED this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

By: _____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager Signature; Airpo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: ARINC Incorporated and Gunnison County

Term Begins: 10/1/2021

Term Ends:

Grant Contract #:

Summary:

ARINC, Inc. to lease space from the Airport operations building for the installation of aeronautical communications equipment and antenna on the rooftop.

Fiscal Impact: Rent \$1,200.00 per year

Submitted by: Stephanie Williams

Submitter's Email Address: swilliams@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/30/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 10/6/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/8/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 10/19/2021

AIRPORT TERMINAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of this 30th day of September 2021 (the "Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a body corporate and politic, on behalf of the **GUNNISON-CRESTED BUTTE REGIONAL AIRPORT** (the "County") and **ARINC INCORPORATED**, (the "Lessee").

WHEREAS, the County, a political subdivision of the State of Colorado, owns and operates the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison (which Airport and any additions, changes or improvements thereto are collectively called the "Airport"); and

WHEREAS, the Lessee is engaged in the business of providing services to the air transportation industry; and

WHEREAS, the County is willing to lease and grant to the Lessee and the Lessee is willing to rent and obtain from the County certain premises and facilities on the Airport for the purpose of installing and operating aeronautical equipment for air to ground air carrier communications and data transfer in accordance with the terms and provisions of the Lease and any applicable Airport Rules and Regulations and as amended from time to time, together with certain rights, licenses and privileges thereon;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the County and the Lessee do hereby mutually undertake, promise and agree, each for itself, its successors and assigns, as follows:

1. TERM

Unless sooner terminated, as provided herein, the initial term of this lease agreement shall be for three (3) years from October 1, 2021 ("**Rent Commencement Date**") and ending September 30, 2024 ("**Initial Term**"). Thereafter, the term of this lease agreement will be automatically renewed for up to ten (10) successive one (1) year terms, provided that County and Lessee shall both have the option to terminate this Lease at any time during the Lease Term by delivering written notice of such election to terminate to the other party at least ninety (90) days prior to the desired termination date.

2. DESCRIPTIONS AND USE OF LEASED PREMISES

County hereby leases to Lessee the following space: approximately twelve (12) square feet (3' x 4') of floor area located in the storage area adjacent to the main electrical room on the first floor of the Airport Operations building for installation of Lessee's aeronautical communications equipment cabinet and antenna at the Gunnison-Crested Butte Regional Airport, 519 Rio Grande Avenue, Gunnison, Colorado 81230, and including exterior/rooftop space for Lessee's associated antennae (the "**Premises**"), as depicted on the attached photographs in Exhibit "A".

So long as the Lessee makes timely payment of rent and otherwise complies with the terms of this lease agreement, Lessee shall be entitled to the use and enjoyment of the premises described herein subject to the terms hereof.

The Lessee shall have the exclusive right to use and occupy and shall peaceably have and enjoy those premises more particularly identified in Exhibit 1, attached hereto and by reference incorporated herein. Such exclusive area shall consist of approximately twelve (12) square feet (3' x 4') of floor space. Such premises may be utilized by the Lessee for the installation and use of AIRCOM Cockpit Radio Network equipment.

3. RENT

Commencing on the **Rent Commencement Date**, as defined in Section 1 above, Lessee shall pay the County a rental of **One Thousand Two Hundred Dollars (\$1,200.00)** per year, payable *annually* in advance. The first payment of rent shall be made within thirty (30) days after the Rent Commencement Date, and subsequent installments of rent shall be due and payable on the first day of each annual renewal of the Lease Term. The rental rate shall automatically increase by three percent (3%) on the first day of each year of the Lease Term. In the event that either Party shall exercise its option to terminate this Lease, any rent which has been prepaid by Lessee that is attributable to a period after the termination date shall be refunded to Lessee within thirty (30) days after the termination date.

4. USE AND ACCESS.

- a. Lessee shall use the Premises for its communication equipment serving the aviation industry.
- b. Lessee may install, operate, maintain, store and remove on the Premises such communication equipment as may be necessary to its business, including transmitters, receivers, power supplies and antennas.
- c. Lessee shall not use the Premises for any other purposes without prior written consent of the County.
- d. Lessee shall have the right to add and exchange radio equipment and antennas within its Premises without the prior written consent of the County unless such addition or exchange of radio equipment will occupy an area larger than that defined within this agreement under **2. DESCRIPTIONS AND USE OF LEASED PREMISES** without the prior written consent of the County which may alter the rent payable.
- e. For the purpose of routine maintenance and/or emergency repairs of radio equipment, Lessee shall give reasonable notice to County of such need. County will accommodate such request subject to security staffing escort availability.
- f. In the event County requires the Premises for its purposes during the Lease Term, County shall have the right, subject to a minimum of ninety (90) days' prior written notice to Lessee, to relocate Lessee's equipment to a substantially similar space on the airport, subject to technical requirements of Lessee. Technical requirements must meet those provided for in the original space in ARINC's sole determination. In the event County is not able to relocate Lessee to a suitable space, either party may terminate this Lease, without further liability or obligation to each other, upon ninety (90) days written notice.

5. UTILITIES.

Lessee, at its expense, may arrange for such telephone and communication service as it may require. Electric power shall be paid for by County and is included in the rent.

6. MAINTENANCE AND REPAIRS.

County shall be responsible for the repair, replacement and maintenance of the foundation, rooftop, structural, mechanical system, electrical elements, and building facade of the building in which the Premises are located. Lessee shall keep the Premises in a clean, neat and orderly condition, free of debris and rubbish. At the expiration or termination of this Lease, Lessee shall surrender the Premises to County in the same condition as received, normal wear and tear excepted, remove Lessee's equipment and repair any and all damage to the Premises caused by the removal of said equipment. However, at Lessee's option, Lessee may leave any of its improvements on the Premises at such time of expiration or termination, and such improvements shall become the sole property and responsibility of County unless, at least 30 days before the end of the Lease Term, County has given Lessee written notice to remove them.

7. DEFAULT AND REMEDIES UPON DEFAULT.

Either Party shall have thirty (30) days after receipt (or refusal to accept delivery, which refusal shall be deemed receipt for the purposes hereof) of written notice from the other Party to cure any non-monetary default. If said default is one that cannot be cured within the thirty (30) day period, so long as the Party charged with the default diligently pursues a remedy during the thirty (30) day period, that Party shall be given additional time reasonably necessary to cure the default. If, subsequent to the foregoing requisite period, there continues to be an event of default, the non-defaulting Party may terminate this Lease upon written notice to the defaulting Party and may institute any other available proceedings at law or in equity to recover damages from the defaulting Party.

8. ASSIGNMENT/TRANSFER/SUBLEASE.

Lessee shall not assign or sublet all or any portion of the Premises or rights granted by this lease without the prior written consent of the County, whose consent shall not be unreasonably withheld; provided that, the Lessee shall be permitted to assign or sublet all or any portion of the Premises or rights granted by this lease without consent from the County so long as the assignment or sublet is to corporate parents, subsidiaries and affiliates, or by way of merger, operation of law, or related to the sale of all or substantially all of the assets or stock of the Lessee to a third party so long as the assignee has revenue equal to or greater than that of Lessee.

9. INSURANCE.

Lessee agrees that at all times during the Term of this Agreement that Lessee 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 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 Lessee during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, no less than 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, no less than the sum of One Million Ninety Three Thousand and No/100 U.S. Dollars (\$1,093,000).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than \$387,000 for any injury to one person in any single occurrence and in an amount no less than \$1,093,000 for any injury to two or more persons in any single occurrence.

The County shall be listed as an additional insured on the Commercial General Liability and Automobile liability policies only to the extent of the Lessee's indemnification obligations hereunder.

10. INDEMNIFICATION.

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

11. ENVIRONMENTAL.

Lessee agrees that the Premises will not be used for disposal of hazardous or toxic materials. Lessee shall not dispose of hazardous substances, hazardous waste, hazardous materials, and toxic substances as defined under any federal, state or local laws and regulations in effect during the Lease Term. Lessee is not responsible or liable for environmental contamination arising prior to, during or after the Lease Term not caused by Lessee.

12. COMPLIANCE WITH LAWS.

Lessee, its officers, employees, and contractors shall observe and comply with all laws and regulations promulgated under any federal, state, county or municipal laws affecting the use of the Premises and the manner in which the Premises are or should be used by the Lessee.

13. NOTICES.

Any notice required by this Lease must be hand delivered, sent by certified mail, return receipt requested, or by a reputable overnight delivery service to the appropriate party at the addresses set out below or to any other address that the parties subsequently designate in writing.

To County:

Gunnison-Crested Butte Regional Airport
519 Rio Grande Avenue
Gunnison, CO 81230
Attention: Airport Manager

To Lessee:

ARINC Incorporated
2551 Riva Road
Annapolis, MD 21401-7435
Attention: Real Estate, Mailstop 5-1B35

14. MISCELLANEOUS

- (a) 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) 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) 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) 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.

15. 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.

16. ELECTRONIC SIGNATURES.

The Parties acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all intents and purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO

By: 
~~Jonathan Houck, Chairperson~~
Matthew Bonie, County Manager

~~Roland Mason, Commissioner~~

~~Elizabeth Smith, Commissioner~~

Attest:


Katherine Haase, Deputy Clerk



ARINC Incorporated

Kyle Riley

Kyle M. Riley, Vice President

**Exhibit A
Premises**

Gunnison Airport Operations Building First Floor Area for Lessee's equipment cabinet:



Exterior Antennae Location:



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Correspondence; Colorado Departmen

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is to ratify the signature of J. Houck. Letter was sent via email to a rep at CDOT on 10/14/2021

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: 10/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/19/2021



Gunnison County Board of County Commissioners

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

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

To: Theresa Takushi; Theresa.takushi@state.co.us
Date: 10/14/2021
RE: CDOT Proposed Rulemaking Governing Statewide Transportation Planning Process and Transportation Regions; 2 CCR 601-22

The Gunnison County Board of County Commissioners is pleased to submit the following comments regarding CDOT's proposed rulemaking. The aspiration of the proposed rules to tie funding of projects to measurable reductions in greenhouse gases (GHG's) is applauded. Transportation is a major source of GHG emissions which has causes and influencing factors that extend beyond the political boundaries of local government. A state-wide approach that is integrated into local transportation and land-use strategies to planning and projects that will reduce transportation related emissions is vital.

Rural areas of Colorado contribute a disproportionate portion of emissions on a per-capita basis. The reasons for this are clear, rural residents have less access to mass transit and, on average, rural commutes are longer than those in metro regions. Long commutes are a function of sprawl which rural communities have enabled and allowed in the past. In mountain communities' long commutes are also caused by the housing affordability crisis. Service workers are forced to commute long-distances to work in communities they cannot afford. In Gunnison County the bus service that connects the north and south ends of the valley offers an alternative to driving for commuters but even at full capacity only scratches the surface of the commuter demand and traffic on highway 135. Walking and biking, from residential neighborhoods proximate to city services and jobs is made dangerous by high speed traffic on highways immediately outside of Town and City boundaries.

As has been outlined in the State of Colorado's GHG mitigation roadmap; land-use policies that encourage dense development near services, and rules that allow mixed development patterns so services, jobs, and housing can co-exist are our best tools to reduce the reliance on cars over time. Affordable housing policies that provide access to attainable housing for workers near their jobs also have a significant impact on transportation. As County and municipal planners adapt land use regimes to encourage denser and mixed-use development near population centers changes are also needed in how highways are planned in the immediate boundaries around rural towns. CDOT and local planners must coordinate to ensure that transportation allows for and encourages dense development patterns in transitional areas.

In rural areas CDOT has prioritized speed and highway capacity over multi-modal transportation safety, and support of dense development patterns. High speeds require CDOT to create policies that reduce the amount of accesses to a highway to maintain safety, new developments consolidate access via collector streets that funnel traffic to the highway at single points. However, limiting access points to a highway promotes sprawling development patterns with frontage roads and large setbacks utilizing valuable land space. Such designs also make multi-modal connections difficult. Slower speeds in areas that planners have identified for dense development patterns allows for accesses to highways to be closer together, which can reduce the need for redundant roads within a development and allow for more space to be devoted to buildings than roads. Slow speeds also allow for multi-modal routes to

cross highways at crosswalks rather than having to build expensive pedestrian overpasses or underpasses. Planners need to bolster these efforts by promoting grid-like connections of roads between developments which offer alternative routes to highways and connections that serve multi-modal traffic. Finally, dense development patterns will create intersections with highways that require additional traffic calming developments and traffic controls. Funding intersections near population centers that calm traffic and account for multi-modal travel will enable denser development patterns in transitional areas. Gunnison County envisions changes to our land-use regime to promote these goals and believes that coordination of long-range planning with CDOT for highway planning will help both CDOT and the County achieve our GHG reduction goals in a way that also meets the needs of our growing community.

Section 8 of the proposed rules describes and quantifies the GHG baseline estimates as well as reduction targets and describes the process for determining if plans comply with targeted goals by forecasting GHG reductions directly related to long-range plans and regionally significant projects. Gunnison County has also developed GHG baseline data and forecasting methodology to estimate future emissions based on policy outcomes. VMT growth in Gunnison County is outpacing population growth which indicates that current influencing factors are pushing people to drive more. The data indicates that our current population is moving away from jobs and services and new growth is concentrated in the same manner. To change this trajectory Gunnison County is focused on building affordable housing near jobs, and updating our land use regulations to encourage dense development near population centers. Gunnison County encourages CDOT to develop long-range plans that coordinate with County planning efforts to encourage rural land use growth near population centers. We can measure the impact of diverting a portion of population growth in the future toward population centers and away from sprawling areas of the County. We can also estimate the GHG and transportation impacts of affordable housing projects. Much of this work is not included in high-cost regionally significant projects but in low or now cost policy decisions about traffic speeds and highway access. However, some traffic calming and intersection improvements will have a direct effect on affordable housing projects. Affordable housing projects are already difficult to fund and meet long-term affordability goals. Prioritizing funding that enables and enhances affordable housing projects will reduce costs and enable communities to house more people near jobs, resulting in reduced commuter traffic. Examples include; traffic calming and lower speed limits adjacent to dense development so development can utilize all of the land and move buildings closer to highways, funding intersections from affordable housing projects onto highways will also benefit such projects and contribute to reduced emissions.

Transit systems in rural areas also operate differently than similar systems in urban areas. Gunnison County's bus service operates at highway speeds over long-distance routes in extreme weather at very high duty cycles. Gunnison County found that utilizing CNG buses was the best choice for low carbon mass transit especially when combined with renewable natural gas (RNG). The transition to electric transportation must include options for alternatives to bridge technology gaps. CNG heavy vehicles can meet extreme service duty cycles with products that are available now. Gunnison County has commissioned studies measuring the relative life-cycle GHG impact of diesel, electric, CNG, and CNG with RNG vehicles which concluded that CNG vehicles would result in emissions reduction over diesel and electric and that RNG significantly lowered emissions over all. The Colorado Energy Office has published similar studies. Because vehicles are a relatively short and predictable life-cycle investment it makes sense to invest in the lowest emission option now and continually re-evaluate to switch to new electric or possibly hydrogen technology when those options are proven to provide lower life-cycle

emissions. CDOT could immediately deploy CNG buses in its Bustang service out of Gunnison County. Fueling options are available as are the buses. Baggage storage areas that are lost to CNG tanks can easily be replaced by converting a couple of seats at the front of the bus to a bag rack. The forecasts of electrification of passenger vehicles included in the draft rules are encouraging. Gunnison County is working to increase electric charging access in partnership with the local REA electric utility and at our own facilities to encourage the transition to electric vehicles.

Just as the proposed rule focuses funding toward MPO plans and regionally significant projects that will have the highest impact on reducing GHG's, rural communities and relatively small projects that align efforts to reduce emissions should also be prioritized for funding. Rural communities' tools to reduce emissions are less direct and constitute a more distributed effort than what is possible in dense urban environments. However, the combined impact of rural Colorado on transportation related emissions is significant. The proposed rules can be improved by allowing for and promoting collaborative planning with communities and a review of policies that may conflict with community goals to increase density and encourage multi-modal transportation.

Thank you for your consideration of our comments, we look forward to working with CDOT in the future to further our shared goals to reduce GHG emissions and respond to the needs of our community.



Board of County Commissioners of the County of Gunnison
Jonathan Houck, Chairperson

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment to the Agreement Establishing the Choice

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Community Foundation of the Gunnison Valley

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Amendment to the agreement for the Choice Pass Component Fund with the CFGV.

Fiscal Impact:

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/13/2021

County Attorney Review:

Required

Not Required

Comments:

CAO sees no legal concerns but flags that County role is already limited and this would further reduce that. CAO suggests clarification be provided re: how much we give to the fund annually as that information may help determine proper checks. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 10/15/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/15/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 10/19/2021

AMENDMENT TO THE AGREEMENT ESTABLISHING
the
CHOICE PASS COMMUNITY SUPPORT FUND

THIS AMENDMENT TO THE AGREEMENT ESTABLISHING the Choice Pass Community Support Fund ("Amendment") is made to be effective as of the 19th day of October, 2021, by the Board of County Commissioners of the County of Gunnison, Colorado ("Donor"), and the Community Foundation of the Gunnison Valley ("Foundation"), as follows:

WHEREAS, the Foundation is empowered to receive, hold, handle, administer, invest and reinvest money and property of all kinds received by gift, devise, bequest or appointment, in trust or otherwise, for charitable, educational and similar purposes more particularly described in its Articles of Incorporation;

WHEREAS, the Donor established a fund known as the Choice Pass Community Fund ("Fund") at the Foundation pursuant to the Agreement Establishing the Choice Pass Community Fund dated October 21, 2013 (the "Fund Agreement," a copy of which is attached);

WHEREAS, the Fund Agreement established a process to request distributions from the fund, which requires a signature from the Executive Director of GCSAPP and one or more of the Gunnison County Commissioners in office at the time;

WHEREAS, Gunnison County would like to delegate authority for these funding requests to the Juvenile Services Director;

WHEREAS, the Choice Pass Program often incurs expenses that are related to Choice Pass programming but are not necessarily related to the Choice Pass "passes" themselves as referred to in the Fund Agreement;

NOW, THEREFORE, in consideration of the mutual covenants as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Fund Agreement is amended as follows:

1. DISTRIBUTIONS AND PURPOSE. From this date forward, the Foundation will make charitable distributions in support of the GCSAPP Choice Pass Program upon receipt of a written distribution request, signed by the Director of Juvenile Services. Said request will be accompanied by an invoice for the vendor of the Choice Pass Program related expense.
2. FULL FORCE AND EFFECT. Except only as specifically amended as set forth above, the Fund agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Donors and the Foundation have executed the Amendment to be effective as of the day and year first above written.

Community Foundation of the Gunnison Valley

Lauren Kugler, Executive Director

Date

Donor

Jonathan Houck, for the Gunnison County Commissioners

Date



AGREEMENT ESTABLISHING
the
Choice Pass Community Support Fund

THIS AGREEMENT is made and executed on this 21st day of October 2013, by and between the Board of County Commissioners of the County of Gunnison, Colorado, a political subdivision of the State of Colorado ("Donor"), and The Community Foundation of the Gunnison Valley, a Colorado non-profit corporation ("Foundation"), to evidence the absolute transfer by the Donor of property to the Foundation for public charitable, scientific, literary, and educational purposes. The purpose of this transfer is to establish a designated fund to be administered in accordance with the provisions set forth below.

- 1. Name of Fund.** The Fund established with the property transferred hereunder shall be known as **The Choice Pass Community Support Fund** ("Fund").
- 2. Purpose of Fund.** The Foundation hereby establishes the Fund in support of the Gunnison County Substance Abuse Prevention Project ("GCSAPP") Choice Pass Program (the "Project"). Through this Agreement, the Foundation and the Donor agree that the Foundation shall accept contributions to the Fund in support of the Project, shall invest and manage Fund assets while holding the same, and shall distribute Fund assets to pay expenses in connection with the Project.
- 3. Contributions.** The Donor hereby irrevocably gives, assigns, and transfers to the Foundation the property described in EXHIBIT A attached hereto and made a part hereof. Said transfer is to create a non-permanent fund with opportunity for the Donor and/or other supporters to make further contributions to the Fund at any time. The Foundation hereby accepts the property transferred and affirms that it will hold such and any additional property transferred to the Fund for the support of the GCSAPP Choice Pass Program.
- 4. Administration.** The Foundation hereby affirms that it will administer the Fund in accordance with the terms and subject to the conditions set forth in this Agreement and as required by the guidelines and procedures set forth in the Foundation's governing instruments, including its Articles of Incorporation, Bylaws, Policies, and Guidelines, as amended from time to time. The Foundation will assess a reasonable fee to administer this Fund, according to its Policies.
- 5. Asset Management.** Control over the investment or reinvestment of such property and the asset management of the Fund will be exercised exclusively by the Foundation.
- 6. Distributions and Purpose.** The Foundation will make charitable distributions in support of the GCSAPP Choice Pass Program upon receipt of a written distribution request, signed by the Executive Director of GCSAPP and by one or more of the Gunnison County Commissioners in office at the time of the request. Said request will be accompanied by an

invoice for the vendor of the passes. All grants made by the Foundation from this Fund will acknowledge this Fund as their source.

7. Variance Power In accordance with its power of variance, the Foundation Board of Directors bears responsibility for redirecting distributions from this Fund if, in the sole judgment of the Foundation, the Donor's stated intent becomes unnecessary, impractical, incapable of fulfillment, or inconsistent with the charitable needs of the local community. In all such cases, the Foundation Board of Directors will seek an alternative use consistent with the Donor's stated intent for the use of the assets in the Fund.

8. Fund not a Separate Trust. The assets of the Fund shall be the assets of the Foundation and not a separate trust. The Fund shall be organized and administered so that the Federal Income Tax status of the Foundation as a public charitable organization under Section 501(c)(3) of the Internal Revenue Code, as amended, will not be adversely affected. This Agreement will be interpreted in a manner consistent with the Federal Income Tax provisions and regulations that govern the operation of the Foundation, and it may be amended from time to time by the Foundation's Board to conform to such provisions and regulations.

9. Irrevocable Gift. The Donor understands and declares that this Agreement and the donations made hereunder are absolute and irrevocable and that, after the execution of this instrument, the Donors shall have no right, title, interest, or incidents of ownership in the property described in EXHIBIT A or any additional property transferred to this Fund. Further, the Donor shall have no unilateral right to alter, amend or terminate this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Donor and on behalf of the Foundation on the day and year first above written.

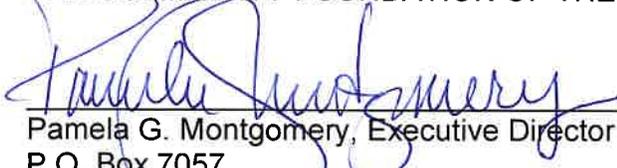
BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO



Paula Swenson, for the Gunnison County Commissioners
200 East Virginia
Gunnison, CO 81230
970-641-0248

10-21-13
Date

THE COMMUNITY FOUNDATION OF THE GUNNISON VALLEY



Pamela G. Montgomery, Executive Director
P.O. Box 7057
Gunnison, CO 81230

10/21/13
Date

EXHIBIT A

Initial Donation

The initial donation to establish **The Choice Pass Community Support Fund** consists of real property, personal property, cash or other assets to be held by the Foundation in accordance with the provisions of the foregoing Agreement:

\$100 cash

Initial: POW Foundation

B Donor

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

October 15, 2021 – November 30, 2021

As of 10/15/2021

Board of County Commissioners

- BOCC Regular Meeting**
October 19, 2021, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Work Session**
October 26, 2021, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Regular Meeting**
November 2, 2021, All Day @ BOCC Boardroom
[More Details](#)
- Mayors & Managers Meeting - Hosted by Town of Crested Butte**
November 4, 2021, 12:00 PM - 1:30 PM
[More Details](#)
- Planning Commission: Joint Public Hearing - Rockey River Resort Replat**
November 5, 2021, 9:00 AM @ Planning Commission Room
More details to follow.
[More Details](#)
- BOCC Work Session**
November 9, 2021, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Regular Meeting**
November 16, 2021, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Work Session & Special Meeting**
November 23, 2021, All Day @ BOCC Boardroom
[More Details](#)

Gunnison County Organization

- Holiday - Veterans' Day - Offices Closed**
November 11, 2021, All Day
[More Details](#)

- Holiday - Thanksgiving - Offices Closed**
November 25, 2021 - November 26, 2021
[More Details](#)

Gunnison-Hinsdale Board of Human Services

- Gunnison-Hinsdale Board of Human Services Meeting**
October 19, 2021, All Day @ BOCC Board Room
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft 2022 Meeting Schedule

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Tentative approval is needed for scheduling purposes. Formal approval will occur on 1/4/2022.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/13/2021

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: 10/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/19/2021

2022 Draft BOCC Meeting Schedule

January 2022

- 4th & 18th – Regular Meetings
- 11th & 25th – Work Session

February 2022

- 1st & 15th – Regular Meetings
- 8th & 22nd – Work Sessions
- 22nd – Special Meeting (Financials)

March 2022

- 1st & 15th – Regular Meetings
- 8th & 22nd – Work Sessions
- 22nd – Special Meeting (Financials)

April 2022

- 5th & 19th – Regular Meetings
- 12th & 26th – Work Sessions

May 2022

- 3rd & 17th – Regular Meetings
- 10th & 24th – Work Sessions

June 2022

- 7th & 21st – Regular Meetings
- 14th & 28th – Work Sessions

July 2022

- 5th & 19th – Regular Meetings
- 12th & 26th – Work Sessions

August 2022

- 2nd & 16th – Regular Meetings
- 9th & 23rd – Work Sessions
- 23rd – Special Meeting (Financials)

September 2022

- 6th & 20th – Regular Meetings
- 13th & 27th – Work Sessions

October 2022

- 4th & 18th – Regular Meetings
- 11th & 25th – Work Sessions

November 2022

- 1st & 15th – Regular Meetings
- 8th & 22nd – Work Sessions
- 22nd – Special Meeting (Financials)

December 2022

- 6th & 20th – Regular Meetings
- 13th & 27th – Work Sessions

January 2022

| January 2022 | | | | | | | February 2022 | | | | | | |
|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
| Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su |
| | | | | | 1 | 2 | | 1 | 2 | 3 | 4 | 5 | 6 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | | | | | | |
| 31 | | | | | | | | | | | | | |

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|---|-----------------------|-----------|----------|--------|-----------|--------|
| Dec 27 | 28 | 29 | 30 | 31 | Jan 1, 22 | 2 |
| 3 New Year's Day (Observed) (United States) | 4 Regular Meeting | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 Work Session | 12 | 13 | 14 | 15 | 16 |
| 17 Martin Luther King Day (United States) | 18 Regular Meeting | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 Work Session | 26 | 27 | 28 | 29 | 30 |
| 31 | Feb 1 | 2 | 3 | 4 | 5 | 6 |

February 2022

| February 2022 | | | | | | | March 2022 | | | | | | |
|---------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|
| Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su |
| 7 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 1 | 2 | 3 | 4 | 5 | 6 |
| 14 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 8 | 9 | 10 | 11 | 12 | 13 |
| 21 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 15 | 16 | 17 | 18 | 19 | 20 |
| 28 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 22 | 23 | 24 | 25 | 26 | 27 |

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|--|---|-----------|----------|--------|----------|--------|
| Jan 31 | Feb 1 Regular Meeting | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 Work Session | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 Regular Meeting | 16 | 17 | 18 | 19 | 20 |
| 21 Washington's Birthday (United States) | 22 Special Meeting - Financials Work Session | 23 | 24 | 25 | 26 | 27 |
| 28 | Mar 1 | 2 | 3 | 4 | 5 | 6 |

March 2022

| March 2022 | | | | | | | April 2022 | | | | | | |
|------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|
| Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su |
| 7 | 1 | 2 | 3 | 4 | 5 | 6 | 4 | 5 | 6 | 7 | 1 | 2 | 3 |
| 14 | 8 | 9 | 10 | 11 | 12 | 13 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 21 | 15 | 16 | 17 | 18 | 19 | 20 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 28 | 22 | 23 | 24 | 25 | 26 | 27 | 25 | 26 | 27 | 28 | 29 | 30 | |

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|--------|---|-----------|----------|--------|----------|--------|
| Feb 28 | Mar 1 Regular Meeting | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 Work Session | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 Regular Meeting | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 Special Meeting - Financials Work Session | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | Apr 1 | 2 | 3 |

April 2022

| April 2022 | | | | | | | May 2022 | | | | | | |
|------------|----|----|----|----|----|----|----------|----|----|----|----|----|----|
| Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su |
| | | | | 1 | 2 | 3 | | | | | | | 1 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 | 30 | | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| | | | | | | | 30 | 31 | | | | | |

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|--------|-----------------------|-----------|----------|--------|----------|--------|
| Mar 28 | 29 | 30 | 31 | Apr 1 | 2 | 3 |
| 4 | 5 Regular Meeting | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 Work Session | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 Regular Meeting | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 Work Session | 27 | 28 | 29 | 30 | May 1 |

May 2022

| May 2022 | | | | | | | June 2022 | | | | | | |
|----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|
| Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | 27 | 28 | 29 | 30 | | | |
| 30 | 31 | | | | | | | | | | | | |

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|------------------------------------|-----------------------|-----------|----------|--------|----------|--------|
| Apr 25 | 26 | 27 | 28 | 29 | 30 | May 1 |
| 2 | 3 Regular Meeting | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 Work Session | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 Regular Meeting | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 Work Session | 25 | 26 | 27 | 28 | 29 |
| 30 Memorial Day (United States) | 31 | Jun 1 | 2 | 3 | 4 | 5 |

June 2022

| June 2022 | | | | | | | July 2022 | | | | | | |
|-----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|
| Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su |
| | | 1 | 2 | 3 | 4 | 5 | | | | 1 | 2 | 3 | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | | | | 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|--------|-----------------------|-----------|----------|--------|----------|--------|
| May 30 | 31 | Jun 1 | 2 | 3 | 4 | 5 |
| 6 | 7 Regular Meeting | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 Work Session | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 Regular Meeting | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 Work Session | 29 | 30 | Jul 1 | 2 | 3 |

July 2022

| July 2022 | | | | | | | August 2022 | | | | | | |
|-----------|----|----|----|----|----|----|-------------|----|----|----|----|----|----|
| Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su |
| | | | | 1 | 2 | 3 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | 29 | 30 | 31 | | | | |

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|--|-----------------------|-----------|----------|--------|----------|--------|
| Jun 27 | 28 | 29 | 30 | Jul 1 | 2 | 3 |
| 4 Independence Day (United States) | 5 Regular Meeting | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 Work Session | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 Regular Meeting | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 Work Session | 27 | 28 | 29 | 30 | 31 |

August 2022

| August 2022 | | | | | | | September 2022 | | | | | | |
|-------------|----|----|----|----|----|----|----------------|----|----|----|----|----|----|
| Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | 1 | 2 | 3 | 4 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 29 | 30 | 31 | | | | | 26 | 27 | 28 | 29 | 30 | | |

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|--------|---|-----------|----------|--------|----------|--------|
| Aug 1 | 2 Regular Meeting | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 Work Session | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 Regular Meeting | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 Special Meeting - Financials Work Session | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | Sep 1 | 2 | 3 | 4 |

September 2022

| September 2022 | | | | | | | October 2022 | | | | | | |
|----------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|
| Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su |
| | | | 1 | 2 | 3 | 4 | | | | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| | | | | | | | 31 | | | | | | |

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|--------------------------------|-----------------------|-----------|----------|--------|----------|--------|
| Aug 29 | 30 | 31 | Sep 1 | 2 | 3 | 4 |
| 5 Labor Day (United States) | 6 Regular Meeting | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 Work Session | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 Regular Meeting | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 Work Session | 28 | 29 | 30 | Oct 1 | 2 |

October 2022

| October 2022 | | | | | | | November 2022 | | | | | | |
|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
| Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su |
| | | | | | 1 | 2 | | 1 | 2 | 3 | 4 | 5 | 6 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | 29 | 30 | | | | |
| 31 | | | | | | | | | | | | | |

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|--------|-----------------------|-----------|----------|--------|----------|--------|
| Sep 26 | 27 | 28 | 29 | 30 | Oct 1 | 2 |
| 3 | 4 Regular Meeting | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 Work Session | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 Regular Meeting | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 Work Session | 26 | 27 | 28 | 29 | 30 |
| 31 | Nov 1 | 2 | 3 | 4 | 5 | 6 |

November 2022

| November 2022 | | | | | | | December 2022 | | | | | | |
|---------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
| Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su |
| 7 | 1 | 2 | 3 | 4 | 5 | 6 | 5 | 6 | 7 | 1 | 2 | 3 | 4 |
| 14 | 8 | 9 | 10 | 11 | 12 | 13 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 21 | 15 | 16 | 17 | 18 | 19 | 20 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 28 | 22 | 23 | 24 | 25 | 26 | 27 | 26 | 27 | 28 | 29 | 30 | 31 | |

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|--------|--|-----------|--|-------------------------------------|----------|--------|
| Oct 31 | Nov 1 Regular Meeting | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 Work Session | 9 | 10 | 11 Veteran's Day (United States) | 12 | 13 |
| 14 | 15 Regular Meeting | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 Special Meeting - Financials Work Session (tentative) | 23 | 24 Thanksgiving Day (United States) | 25 Day After Thanksgiving | 26 | 27 |
| 28 | 29 | 30 | Dec 1 | 2 | 3 | 4 |

December 2022

| December 2022 | | | | | | | January 2023 | | | | | | |
|---------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|
| Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su |
| | | | 1 | 2 | 3 | 4 | | | | | | | 1 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 26 | 27 | 28 | 29 | 30 | 31 | | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| | | | | | | | 30 | 31 | | | | | |

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|--|--------------------------------|-----------|----------|-------------------------------------|----------|-----------|
| Nov 28 | 29 | 30 | Dec 1 | 2 | 3 | 4 |
| 5 | 6 Regular Meeting | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 Work Session | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 Regular Meeting | 21 | 22 | 23 Business Day Before Christmas | 24 | 25 |
| 26 Christmas Holiday (Observed) (United States) | 27 Work Session (tentative) | 28 | 29 | 30 | 31 | Jan 1, 23 |

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: September 2021 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

September 2021 Cash Transfer Report

Fiscal Impact: \$7,471,013.27

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/13/2021

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: 10/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/19/2021



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

| TREASURER | FINANCE | FUND | INCREASE CASH | DECREASE CASH |
|---------------|----------|-----------------------------------|------------------------|--------------------------|
| 001 | 01 11900 | General | 0.00 | (1,198,456.69) |
| 130 | 95 11122 | General - Payroll Account | 719,480.90 | 0.00 |
| 150 | 01 11102 | General - Water Resources | 0.00 | 0.00 |
| 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 | (5,029,770.46) |
| 002 | 02 11900 | Road & Bridge | 266,954.48 | 0.00 |
| 003 | 03 11900 | Human Services | 0.00 | (104,532.81) |
| 004 | 04 11900 | Public Health Agency | 0.00 | (82,116.86) |
| 007 | 07 11900 | Conservation Trust | 11,230.55 | 0.00 |
| 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 | 130,203.00 | 0.00 |
| 102 | 10 11101 | Airport - Terminal Construction | 0.00 | 0.00 |
| 012 | 12 11900 | Sales Tax Fund | 395,149.18 | 0.00 |
| 013 | 13 11900 | Land Preservation | 0.00 | (73,386.22) |
| 030 | 30 11900 | Mosquito Control | 0.00 | (15,158.90) |
| 032 | 32 11900 | Sage Grouse Trust | 3,546.07 | 0.00 |
| 034 | 34 11900 | Risk Management | 0.00 | (19,289.46) |
| 041 | 41 11900 | Airport Construction | 0.00 | (239,208.01) |
| 043 | 43 11900 | Capital Expenditures | 0.00 | (71,823.98) |
| 050 | 50 11900 | Gunnison County Sewer | 0.00 | (242,879.95) |
| 135 | 50 11101 | Sewer - Restricted | 0.00 | 0.00 |
| 051 | 51 11900 | Gunnison County Water | 200,013.70 | 0.00 |
| 136 | 51 11101 | Water - Restricted | 0.00 | 0.00 |
| 052 | 52 11900 | Solid Waste | 0.00 | (129,839.98) |
| 125 | 52 11101 | Solid Waste - Landfill Closure | 4,421.82 | 0.00 |
| 126 | 52 11102 | Solid Waste - Landfill Const | 16,421.30 | 0.00 |
| 070 | 70 11900 | Housing Authority | 227.69 | 0.00 |
| 141 | 70 11101 | Housing Authority Restricted Depo | 0.00 | 0.00 |
| 071 | 71 11900 | Senior Housing - Operating | 0.00 | (9,988.48) |
| 140 | 71 11101 | Senior Housing - Deposits | 0.00 | 0.00 |
| 072 | 72 11900 | Assisted Living | 0.00 | 0.00 |
| 080 | 80 11900 | ISF-I | 93,824.29 | 0.00 |
| 082 | 82 11900 | ISF-II | 0.00 | (21,978.99) |
| 090 | 90 11900 | Health Insurance Trust | 0.00 | (31,684.72) |
| 115 | 90 11101 | Health Insurance Claims | 170,084.36 | 0.00 |
| 091 | 91 11900 | Local Marketing District | 326,465.65 | 0.00 |
| 092 | 92 11900 | Transportation Authority | 0.00 | (196,096.75) |
| 093 | 93 11900 | Public Trustee Agency | 0.00 | (4,801.01) |
| 145 | 95 11121 | Accounts Payable Clearing | 5,132,990.28 | 0.00 |
| TOTALS | | | \$ 7,471,013.27 | \$ (7,471,013.27) |

TRANSFER FOR JOURNAL ENTRIES:

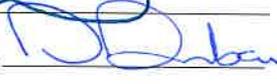
109058, 109059, 109060, 109061, 109062, 107369, 107370, 108314, 108360, 108363, 108366, 108367, 109152, 109118, 109184, 109185, 109201, 109203, 109204, 109205, 109240, 109241, 109242, 109244, 109245, 109246, 109247, AP, GBI, 109812, PRJ, UBB,

PREPARED BY: 

DATE: 10/8/21

AUTHORIZED BY: 

DATE: 10/8/21

RECEIVED BY TREASURER: 

DATE: 10-8-21

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

| Balance | JE's | Description | Finance Business Date | 01 | 01 | 01 | 01 | 01 | 02 | 03 | 04 | 07 |
|---------|---------|-------------------------------------|-----------------------|-----------------------|-------------------------------|--------------------------------|--------------------------------|---------------------------|------------------------|-------------------------|------------------------|-----------------------------|
| | | | | General Fund 01 11900 | Water Resource Prot. 01 11102 | Workforce Impact Fees 01 11103 | Courthouse Renovation 01 11105 | Revenue Clearing 01 11106 | Road & Bridge 02 11900 | Human Services 03 11900 | Public Health 04 11900 | Conservation Trust 07 11900 |
| - | 109058, | STND1: VEHICLE/EQUIPMENT RENT | 9/30/2021 | (16,219.98) | | | | | | (245.83) | | |
| - | 109059, | STND2: BUDGETED INTERFUND TRANSF | 9/30/2021 | 49,200.65 | | | | | (8,048.33) | | (5,971.58) | |
| - | 109060, | STND3: MAPPING SYSTEM CHARGES | 9/30/2021 | (11,864.01) | | | | | (1,675.91) | (22.08) | (22.08) | |
| - | 109061, | STND4: TELEPHONE/FAX SYSTEM CHARGES | 9/30/2021 | (4,480.33) | | | | | (412.50) | (881.25) | (524.99) | |
| - | 109062, | STND5: COMPUTER SYSTEM CHARGES | 9/30/2021 | (25,289.58) | | | | | (2,870.83) | (1,750.00) | (3,419.83) | |
| - | 107369, | PCARD DISTRIBUTION 8/6 | 7/31/2021 | 21,369.98 | | | | | (355.92) | (2,070.36) | (5,503.56) | 79.52 |
| - | 107370, | JUL WEED RENT TO AIRPORT | 7/31/2021 | (765.00) | | | | | | | | |
| - | 108314, | MOTORPOOL RENTS AUG | 8/31/2021 | (1,531.60) | | | | | | | (542.24) | |
| - | 108360, | RECLASS ROA ERRORS | 8/31/2021 | | | | | | | | | |
| - | 108363, | AUG WEED RENT TO AIRPORT | 8/31/2021 | (765.00) | | | | | | | | |
| - | 108366, | EQUIPMENT USAGE AUG | 8/31/2021 | (882.50) | | | | | (158,308.21) | | | |
| - | 108367, | MATERIAL USAGE AUG | 8/31/2021 | | | | | | (2,288.28) | | | |
| - | 109152, | ADJUST STND02 JE 20-21 | 9/27/2021 | | | | | | | | | |
| - | 109118, | SEP WEED RENT TO AIRPORT | 9/30/2021 | (765.00) | | | | | | | | |
| - | 109184, | RECORD PW COMP EARNED AUG | 9/30/2021 | | | | | | 2,165.93 | | | |
| - | 109185, | RECORD RETIREMENT FORFEITURES | 9/30/2021 | (4,640.00) | | | | | 2,400.46 | | | |
| - | 109201, | REC MED/DEN/FLEX/Rx CHECKS AUG | 9/30/2021 | (3,865.41) | | | | | | | | |
| - | 109203, | POSTAGE USEAGE AUG 2021 | 9/30/2021 | (1,239.87) | | | | | | | | |
| - | 109204, | COPIES BLACK AUG 2021 | 9/30/2021 | (820.49) | | | | | (0.44) | (12.92) | (5.16) | |
| - | 109205, | COPIES COLOR AUG 2021 | 9/30/2021 | (674.09) | | | | | (1.08) | (4.14) | (29.70) | |
| - | 109240, | REVENUE CLEARING ACTIVITY SEP | 9/30/2021 | 46,932.66 | | | | (5,029,770.46) | 682,053.42 | 103,211.21 | 35,248.82 | 11,151.03 |
| - | 109241, | PH PHOTOCOPY SEPT | 9/30/2021 | (42.08) | | | | | | | (296.00) | |
| - | 109242, | LANDFILL ALLOCATION SEP | 9/30/2021 | | | | | | | | | |
| - | 109244, | RECORD SNOW & ICE FG RENT | 9/30/2021 | 834.00 | | | | | (834.00) | | | |
| - | 109245, | DHS ACCOUNTING TIME 3RD QTR | 9/30/2021 | 2,076.38 | | | | | | (2,076.38) | | |
| - | 109246, | DHS RENT 3RD QTR | 9/30/2021 | 37,788.00 | | | | | | (37,788.00) | | |
| - | 109247, | DHS ATTORNEY TIME 3RD QTR | 9/30/2021 | 28,167.84 | | | | | | (28,167.84) | | |
| - | | | | | | | | | | | | |
| - | AP, | AP CLEARING SEPTEMBER | 9/30/2021 | ##### | | | | | (72,837.93) | (12,178.68) | (7,730.20) | |
| - | GBI, | LANDFILL INTERFUND CHARGES SEP | 9/30/2021 | | | | | | (25.00) | | | |
| - | 109812, | NET PAYROLL TRANSFER JUL | 9/30/2021 | (719,480.90) | | | | | | | | |
| - | PRJ, | Payroll Journals | 9/30/2021 | 426,265.79 | | | | | (168,408.24) | (122,546.54) | (93,320.34) | |
| - | UBB, | 4TH QTR WTR/SWR BILLING | 10/1/2021 | - | - | - | - | - | (3,598.66) | - | - | - |
| - | | Cash Transfer adjustments | | - | - | - | - | - | - | - | - | - |
| - | | TOTALS | | ##### | - | - | - | (5,029,770.46) | 266,954.48 | (104,532.81) | (82,116.86) | 11,230.55 |

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

| JE's | Description | Finance Business Date | 08 | 08 | 08 | 10 | 10 | 12 | 13 | 30 | 32 | 34 | 41 |
|---------|-------------------------------------|-----------------------|-----------|--------------------------|--------------------------|--------------------|-----------------------|--------------|-------------------|------------------|-------------|-----------------|----------------------|
| | | | Bond Fund | Series 2010 Bond Reserve | Series 2013 Bond Reserve | Airport Operations | Terminal Construction | Sales Tax | Land Preservation | Mosquito Control | Sage Grouse | Risk Management | Airport Construction |
| | | | 08 11900 | 08 11101 | 08 11102 | 10 11900 | 10 11101 | 12 11900 | 13 11900 | 30 11900 | 32 11900 | 34 11900 | 41 11900 |
| 109058, | STND1: VEHICLE/EQUIPMENT RENT | 9/30/2021 | | | | (502.25) | | | | | | | |
| 109059, | STND2: BUDGETED INTERFUND TRANSF | 9/30/2021 | | | | (5,577.33) | | (8,333.33) | | 1,277.00 | | | |
| 109060, | STND3: MAPPING SYSTEM CHARGES | 9/30/2021 | | | | (22.08) | | | | | | | |
| 109061, | STND4: TELEPHONE/FAX SYSTEM CHARGES | 9/30/2021 | | | | (300.00) | | | | | | | |
| 109062, | STND5: COMPUTER SYSTEM CHARGES | 9/30/2021 | | | | (1,654.17) | | | | | | | |
| 107369, | PCARD DISTRIBUTION 8/6 | 7/31/2021 | | | | (3,501.47) | | | | | | | |
| 107370, | JUL WEED RENT TO AIRPORT | 7/31/2021 | | | | 765.00 | | | | | | | |
| 108314, | MOTORPOOL RENTS AUG | 8/31/2021 | | | | | | | | | | | |
| 108360, | RECLASS ROA ERRORS | 8/31/2021 | | | | | | | | | | | |
| 108363, | AUG WEED RENT TO AIRPORT | 8/31/2021 | | | | 765.00 | | | | | | | |
| 108366, | EQUIPMENT USAGE AUG | 8/31/2021 | | | | | | | | | | | |
| 108367, | MATERIAL USAGE AUG | 8/31/2021 | | | | | | | | | | | |
| 109152, | ADJUST STND02 JE 20-21 | 9/27/2021 | | | | | | | | | | | |
| 109118, | SEP WEED RENT TO AIRPORT | 9/30/2021 | | | | 765.00 | | | | | | | |
| 109184, | RECORD PW COMP EARNED AUG | 9/30/2021 | | | | | | | | | | | |
| 109185, | RECORD RETIREMENT FORFEITURES | 9/30/2021 | | | | 2,239.54 | | | | | | | |
| 109201, | REC MED/DEN/FLEX/Rx CHECKS AUG | 9/30/2021 | | | | | | | | | | | |
| 109203, | POSTAGE USEAGE AUG 2021 | 9/30/2021 | | | | (0.53) | | | | | | | |
| 109204, | COPIES BLACK AUG 2021 | 9/30/2021 | | | | (21.07) | | | | | | | |
| 109205, | COPIES COLOR AUG 2021 | 9/30/2021 | | | | (85.51) | | | | | | | |
| 109240, | REVENUE CLEARING ACTIVITY SEP | 9/30/2021 | | | | 235,964.70 | | 648,513.72 | 50,313.78 | | | | 1,842,219.12 |
| 109241, | PH PHOTOCOPY SEPT | 9/30/2021 | | | | | | | | | | | |
| 109242, | LANDFILL ALLOCATION SEP | 9/30/2021 | | | | | | | | | 6,780.07 | | |
| 109244, | RECORD SNOW & ICE FG RENT | 9/30/2021 | | | | | | | | | | | |
| 109245, | DHS ACCOUNTING TIME 3RD QTR | 9/30/2021 | | | | | | | | | | | |
| 109246, | DHS RENT 3RD QTR | 9/30/2021 | | | | | | | | | | | |
| 109247, | DHS ATTORNEY TIME 3RD QTR | 9/30/2021 | | | | | | | | | | | |
| AP, | AP CLEARING SEPTEMBER | 9/30/2021 | | | | (29,897.71) | | (245,031.21) | (123,700.00) | (16,435.90) | (3,234.00) | (19,289.46) | (2,081,427.13) |
| GBI, | LANDFILL INTERFUND CHARGES SEP | 9/30/2021 | | | | | | | | | | | |
| 109812, | NET PAYROLL TRANSFER JUL | 9/30/2021 | | | | | | | | | | | |
| PRJ, | Payroll Journals | 9/30/2021 | | | | (68,734.12) | | | | | | | |
| UBB, | 4TH QTR WTR/SWR BILLING | 10/1/2021 | - | - | - | - | - | - | - | - | - | - | - |
| | Cash Transfer adjustments | | - | - | - | - | - | - | - | - | - | - | - |
| | TOTALS | | - | - | - | 130,203.00 | - | 395,149.18 | (73,386.22) | (15,158.90) | 3,546.07 | (19,289.46) | (239,208.01) |

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

| JE's | Description | Finance Business Date | 43 | 50 | 50 | 51 | 51 | 52 | 52 | 52 | 70 | 70 | 71 |
|---------|-------------------------------------|-----------------------|----------------------|---------------------|--------------------|-------------------|--------------------|---------------------|------------------|-----------------------|-------------------|-------------------|-------------------|
| | | | Capital Expenditures | Sewer Fund | Sewer Bond Reserve | Water Fund | Water Bond Reserve | Solid Waste | Landfill Closure | Landfill Construction | Housing Authority | Hsg Auth Deposits | Senior Housing |
| | | | 43 11900 | 50 11900 | 50 11101 | 51 11900 | 51 11101 | 52 11900 | 52 11101 | 52 11102 | 70 11900 | 70 11101 | 71 11900 |
| 109058, | STND1: VEHICLE/EQUIPMENT RENT | 9/30/2021 | | (397.13) | | (576.68) | | (10,584.73) | | | | | |
| 109059, | STND2: BUDGETED INTERFUND TRANSF | 9/30/2021 | | (3,903.17) | | 1,061.17 | | (6,526.00) | | | (818.33) | | |
| 109060, | STND3: MAPPING SYSTEM CHARGES | 9/30/2021 | | | | (661.50) | | | | | (22.08) | | |
| 109061, | STND4: TELEPHONE/FAX SYSTEM CHARGES | 9/30/2021 | | | | | | | | | | | |
| 109062, | STND5: COMPUTER SYSTEM CHARGES | 9/30/2021 | | | | (166.67) | | (420.83) | | | | | |
| 107369, | PCARD DISTRIBUTION 8/6 | 7/31/2021 | (113.75) | | | (383.02) | | (5,596.72) | | | | | |
| 107370, | JUL WEED RENT TO AIRPORT | 7/31/2021 | | | | | | | | | | | |
| 108314, | MOTORPOOL RENTS AUG | 8/31/2021 | | | | | | | | | | | |
| 108360, | RECLASS ROA ERRORS | 8/31/2021 | | (156.00) | | | | 156.00 | | | | | |
| 108363, | AUG WEED RENT TO AIRPORT | 8/31/2021 | | | | | | | | | | | |
| 108366, | EQUIPMENT USAGE AUG | 8/31/2021 | | (56.50) | | | | (12,918.58) | | | | | |
| 108367, | MATERIAL USAGE AUG | 8/31/2021 | (42.50) | | | | | (799.20) | | | | | |
| 109152, | ADJUST STND02 JE 20-21 | 9/27/2021 | | (7,106.27) | | 7,106.27 | | | | | | | |
| 109118, | SEP WEED RENT TO AIRPORT | 9/30/2021 | | | | | | | | | | | |
| 109184, | RECORD PW COMP EARNED AUG | 9/30/2021 | | (49.98) | | (680.15) | | (1,435.80) | | | | | |
| 109185, | RECORD RETIREMENT FORFEITURES | 9/30/2021 | | | | | | | | | | | |
| 109201, | REC MED/DEN/FLEX/Rx CHECKS AUG | 9/30/2021 | | | | | | | | | | | |
| 109203, | POSTAGE USEAGE AUG 2021 | 9/30/2021 | | | | | | | | | | | |
| 109204, | COPIES BLACK AUG 2021 | 9/30/2021 | | | | | | | | | | | |
| 109205, | COPIES COLOR AUG 2021 | 9/30/2021 | | | | | | | | | | | |
| 109240, | REVENUE CLEARING ACTIVITY SEP | 9/30/2021 | | | | 114,921.44 | | 85.80 | | | | | 9,946.00 |
| 109241, | PH PHOTOCOPY SEPT | 9/30/2021 | | | | | | | | | | | |
| 109242, | LANDFILL ALLOCATION SEP | 9/30/2021 | | | | | | (27,623.19) | 4,421.82 | 16,421.30 | | | |
| 109244, | RECORD SNOW & ICE FG RENT | 9/30/2021 | | | | | | | | | | | |
| 109245, | DHS ACCOUNTING TIME 3RD QTR | 9/30/2021 | | | | | | | | | | | |
| 109246, | DHS RENT 3RD QTR | 9/30/2021 | | | | | | | | | | | |
| 109247, | DHS ATTORNEY TIME 3RD QTR | 9/30/2021 | | | | | | | | | | | |
| AP, | AP CLEARING SEPTEMBER | 9/30/2021 | (71,527.78) | (126,891.63) | | (16,589.22) | | (18,813.86) | | | 1,068.10 | | (19,934.48) |
| GBI, | LANDFILL INTERFUND CHARGES SEP | 9/30/2021 | | | | | | 25.00 | | | | | |
| 109812, | NET PAYROLL TRANSFER JUL | 9/30/2021 | | | | | | | | | | | |
| PRJ, | Payroll Journals | 9/30/2021 | | (3,700.47) | | (8,375.35) | | (45,387.87) | | | | | |
| UBB, | 4TH QTR WTR/SWR BILLING | 10/1/2021 | (139.95) | (100,618.80) | - | 104,357.41 | - | - | - | - | - | - | - |
| | Cash Transfer adjustments | | - | - | - | - | - | - | - | - | - | - | - |
| | TOTALS | | (71,823.98) | (242,879.95) | - | 200,013.70 | - | (129,839.98) | 4,421.82 | 16,421.30 | 227.69 | - | (9,988.48) |

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

| JE's | Description | Finance Business Date | 71 | 72 | 80 | 82 | 90 | 90 | 91 | 92 | 93 | 95 | 95 |
|---------|-------------------------------------|-----------------------|----------------------|-----------------|--------------------|---------------------|------------------|------------------------|--------------------|--------------------------|----------------|-----------------------|------------------|
| | | | Senior Hsg. Deposits | Assisted Living | Internal Service I | Internal Service II | Health Insurance | Health Claims Clearing | Marketing District | Transportation Authority | Public Trustee | Accounts Pay Clearing | Payroll Clearing |
| | | | 71 11101 | 72 11900 | 80 11900 | 82 11900 | 90 11900 | 90 11101 | 91 11900 | 92 11900 | 93 11900 | 95 11121 | 95 11122 |
| 109058, | STND1: VEHICLE/EQUIPMENT RENT | 9/30/2021 | | | 28,526.60 | | | | | | | | |
| 109059, | STND2: BUDGETED INTERFUND TRANSF | 9/30/2021 | | | (293.34) | (3,474.50) | (4,086.00) | | (3,561.08) | (945.83) | | | |
| 109060, | STND3: MAPPING SYSTEM CHARGES | 9/30/2021 | | | | 14,289.74 | | | | | | | |
| 109061, | STND4: TELEPHONE/FAX SYSTEM CHARGES | 9/30/2021 | | | (37.50) | 6,674.07 | | | | | (37.50) | | |
| 109062, | STND5: COMPUTER SYSTEM CHARGES | 9/30/2021 | | | (166.67) | 35,948.58 | | | | | (210.00) | | |
| 107369, | PCARD DISTRIBUTION 8/6 | 7/31/2021 | | | (590.51) | (3,292.19) | | | | | (42.00) | | |
| 107370, | JUL WEED RENT TO AIRPORT | 7/31/2021 | | | | | | | | | | | |
| 108314, | MOTORPOOL RENTS AUG | 8/31/2021 | | | 2,073.84 | | | | | | | | |
| 108360, | RECLASS ROA ERRORS | 8/31/2021 | | | | | | | | | | | |
| 108363, | AUG WEED RENT TO AIRPORT | 8/31/2021 | | | | | | | | | | | |
| 108366, | EQUIPMENT USAGE AUG | 8/31/2021 | | | 172,165.79 | | | | | | | | |
| 108367, | MATERIAL USAGE AUG | 8/31/2021 | | | 3,129.98 | | | | | | | | |
| 109152, | ADJUST STND02 JE 20-21 | 9/27/2021 | | | | | | | | | | | |
| 109118, | SEP WEED RENT TO AIRPORT | 9/30/2021 | | | | | | | | | | | |
| 109184, | RECORD PW COMP EARNED AUG | 9/30/2021 | | | | | | | | | | | |
| 109185, | RECORD RETIREMENT FORFEITURES | 9/30/2021 | | | | | | | | | | | |
| 109201, | REC MED/DEN/FLEX/Rx CHECKS AUG | 9/30/2021 | | | | | (122,896.80) | 126,762.21 | | | | | |
| 109203, | POSTAGE USEAGE AUG 2021 | 9/30/2021 | | | | 1,240.40 | | | | | | | |
| 109204, | COPIES BLACK AUG 2021 | 9/30/2021 | | | | 860.08 | | | | | | | |
| 109205, | COPIES COLOR AUG 2021 | 9/30/2021 | | | | 794.52 | | | | | | | |
| 109240, | REVENUE CLEARING ACTIVITY SEP | 9/30/2021 | | | | | | | 474,015.10 | 775,193.66 | | | |
| 109241, | PH PHOTOCOPY SEPT | 9/30/2021 | | | | 338.08 | | | | | | | |
| 109242, | LANDFILL ALLOCATION SEP | 9/30/2021 | | | | | | | | | | | |
| 109244, | RECORD SNOW & ICE FG RENT | 9/30/2021 | | | | | | | | | | | |
| 109245, | DHS ACCOUNTING TIME 3RD QTR | 9/30/2021 | | | | | | | | | | | |
| 109246, | DHS RENT 3RD QTR | 9/30/2021 | | | | | | | | | | | |
| 109247, | DHS ATTORNEY TIME 3RD QTR | 9/30/2021 | | | | | | | | | | | |
| AP, | AP CLEARING SEPTEMBER | 9/30/2021 | | | (76,937.97) | (19,910.06) | (39,592.06) | | (143,988.37) | (970,344.58) | | 5,132,990.28 | |
| GBI, | LANDFILL INTERFUND CHARGES SEP | 9/30/2021 | | | | | | | | | | | |
| 109812, | NET PAYROLL TRANSFER JUL | 9/30/2021 | | | | | | | | | | | 719,480.90 |
| PRJ, | Payroll Journals | 9/30/2021 | | | (34,045.93) | (55,447.71) | 178,212.29 | | | | (4,511.51) | | |
| UBB, | 4TH QTR WTR/SWR BILLING | 10/1/2021 | - | - | - | - | - | - | - | - | - | - | - |
| | Cash Transfer adjustments | | - | - | - | - | (43,322.15) | 43,322.15 | - | - | - | - | - |
| | TOTALS | | - | - | 93,824.29 | (21,978.99) | (31,684.72) | 170,084.36 | 326,465.65 | (196,096.75) | (4,801.01) | 5,132,990.28 | 719,480.90 |

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: August 2021 Sales Tax - LMD Reports

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

August 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: 10/13/2021

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: 10/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 10/19/2021

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 | 27,342,687 | 25,690,327 | | | | | 165,832,386 |
| Crested Butte | 12,513,507 | 13,017,048 | 16,540,802 | 7,696,158 | 9,230,655 | 16,590,751 | 21,120,859 | 17,427,006 | | | | | 114,136,786 |
| Mt. Crested Butte | 4,990,371 | 6,986,247 | 7,855,129 | 2,046,403 | 1,593,221 | 3,321,433 | 6,366,186 | 4,286,626 | | | | | 37,445,616 |
| Marble | 134,091 | 110,204 | 163,848 | 95,749 | 262,325 | 495,547 | 512,659 | 388,561 | | | | | 2,162,984 |
| Pitkin | 60,157 | 74,791 | 61,971 | 51,597 | 114,822 | 254,657 | 292,045 | 275,076 | | | | | 1,185,116 |
| Unincorporated | 7,999,252 | 8,959,136 | 9,714,171 | 7,854,839 | 9,857,208 | 15,130,334 | 14,954,200 | 14,206,055 | | | | | 88,675,195 |
| TOTAL TAXABLE SALES | 42,289,834 | 46,152,517 | 51,834,277 | 35,547,664 | 40,272,510 | 60,478,994 | 70,588,636 | 62,273,651 | 0 | 0 | 0 | 0 | 409,438,083 |
| Computed 1% Sales Tax | 422,898.34 | 461,525.17 | 518,342.77 | 355,476.64 | 402,725.10 | 604,789.94 | 705,886.36 | 622,736.51 | 0.00 | 0.00 | 0.00 | 0.00 | 4,094,380.83 |
| % Incr(Decr) of 2021 over 2020 | 11.54% | 21.90% | 67.66% | 39.42% | 34.53% | 40.95% | 22.20% | 17.97% | | | | | |

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 | 136,286,240 | 165,832,386 | 29,546,146 | 21.68% |
| Crested Butte | 81,286,770 | 114,136,786 | 32,850,016 | 40.41% |
| Mt. Crested Butte | 25,009,438 | 37,445,616 | 12,436,178 | 49.73% |
| Marble | 1,747,853 | 2,162,984 | 415,131 | 23.75% |
| Pitkin | 755,473 | 1,185,116 | 429,643 | 56.87% |
| Unincorporated | 70,499,236 | 88,675,195 | 18,175,959 | 25.78% |
| TOTAL TAXABLE SALES | 315,585,010 | 409,438,083 | 93,853,073 | 29.74% |
| TOTAL COUNTY REVENUE | 1,801,109 | 2,349,118 | 548,009 | 30.43% |

| | Y-T-D 2019 TOTAL | Y-T-D 2020 TOTAL | Difference | % |
|-----------------------------|------------------------|------------------------|-------------------|---------------|
| City of Gunnison | 137,657,440 | 136,286,240 | (1,371,200) | -1.00% |
| Crested Butte | 83,451,090 | 81,286,770 | (2,164,320) | -2.59% |
| Mt. Crested Butte | 29,960,705 | 25,009,438 | (4,951,267) | -16.53% |
| Marble | 1,676,642 | 1,747,853 | 71,211 | 4.25% |
| Pitkin | 971,274 | 755,473 | (215,801) | -22.22% |
| Unincorporated | 46,326,925 | 70,499,236 | 24,172,311 | 52.18% |
| TOTAL TAXABLE SALES | 300,044,076 | 315,585,010 | 15,540,934 | 5.18% |
| TOTAL COUNTY REVENUE | 1,613,351 | 1,801,109 | 187,758 | 11.64% |

PREVIOUS YEARS FOR COMPARISON

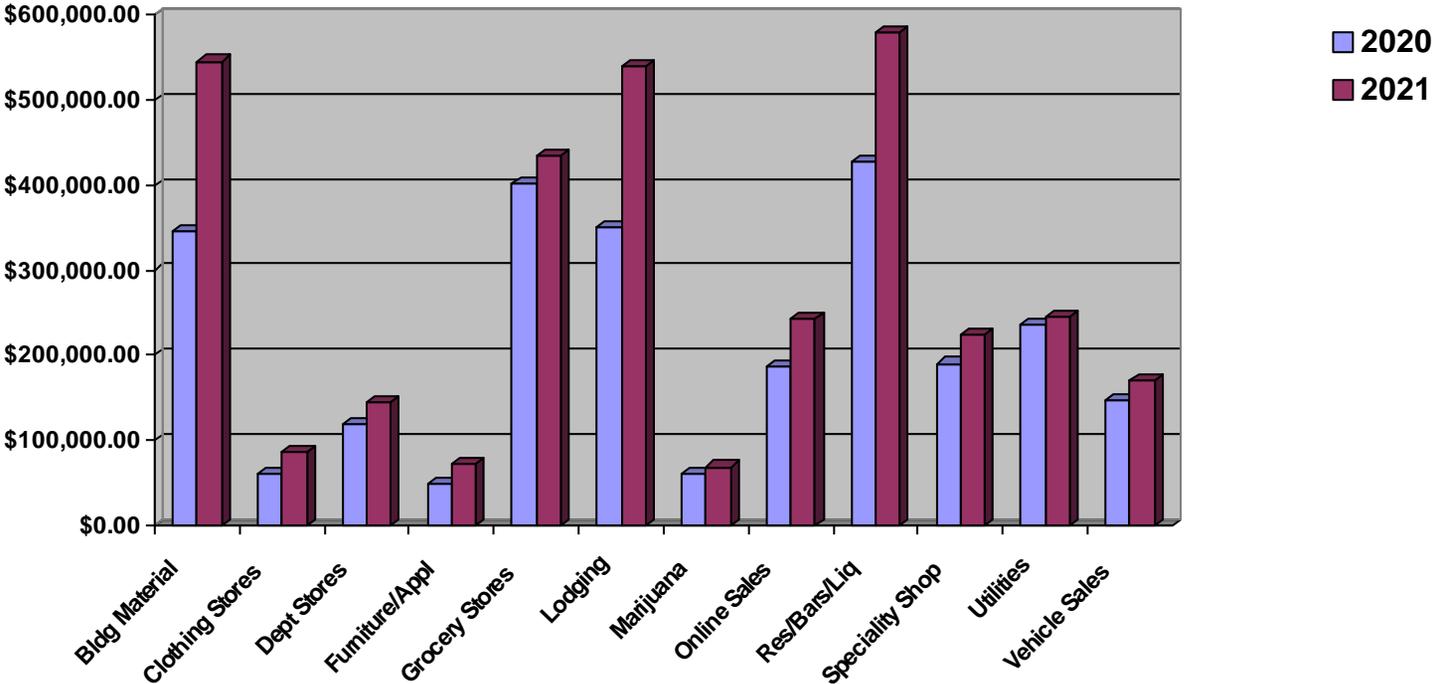
| | 2018 TOTAL | 2019 TOTAL | Difference | % |
|----------------------------|--------------------|--------------------|-------------------|--------------|
| City of Gunnison | 190,666,769 | 208,654,907 | 17,988,138 | 9.43% |
| Crested Butte | 126,866,234 | 124,011,858 | (2,854,376) | -2.25% |
| Mt. Crested 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 | \$ 410,033.18 | \$ 364,717.53 | | | | | \$ 2,349,118.40 | \$ 2,349,118.40 | \$ 2,633,392.00 |
| | % Change over previous year (monthly) | 10.45% | 19.35% | 71.68% | 39.31% | 36.67% | 43.26% | 22.38% | 19.85% | | | | | | 30.43% | 89.21% |
| 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 | \$ 1,801,109.25 | \$ 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% | | 11.64% | 76.17% |
| 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 | \$ 1,613,351.03 | \$ 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% | | 9.86% | 76.46% |
| 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 | \$ 1,468,609.29 | \$ 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% | 76.33% |
| 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 | \$ 1,321,653.44 | \$ 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% | | 1.24% | 71.89% |
| 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 | \$ 1,305,488.94 | \$ 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% | | 10.36% | 71.03% |
| 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 | \$ 1,182,974.37 | \$ 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% | | 8.90% | 74.40% |
| 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 | \$ 1,086,294.35 | \$ 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% | | 5.95% | 73.80% |
| 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 | \$ 1,025,290.69 | \$ 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% | | 6.83% | 71.92% |
| 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 | \$ 959,778.58 | \$ 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% | | 3.93% | 72.20% |
| 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 | \$ 923,479.91 | \$ 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% | | 0.72% | 70.25% |
| 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 | \$ 916,893.42 | \$ 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% | | 0.13% | 63.31% |
| 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 | \$ 915,696.43 | \$ 1,350,032.00 |

2020/2021 YTD INDUSTRY COMPARISON AS OF AUGUST



Taxes by Industry and Jurisdiction

August 2021

Amusement & Entertainment

| | |
|--------------------------|---------|
| <i>Almont</i> | 2688.54 |
| <i>Crested Butte</i> | 6393.74 |
| <i>Gunnison</i> | 9293.43 |
| <i>Marble</i> | 11.89 |
| <i>Mt. Crested Butte</i> | 4043.74 |
| <i>Ohio City</i> | 9.88 |
| <i>Parlin</i> | 16.02 |
| <i>Pitkin</i> | 13.96 |
| <i>Powderhorn</i> | 10.07 |
| <i>Rem of Cnty</i> | 4467.28 |
| <i>Sapinero</i> | 1.16 |
| <i>Somerset</i> | 3.95 |

Grand Total By Industry: \$26,953.66

Bldg Material & Trades

| | |
|--------------------------|----------|
| <i>Almont</i> | 22.37 |
| <i>Crested Butte</i> | 27663.74 |
| <i>Gunnison</i> | 39678.18 |
| <i>Marble</i> | 139.69 |
| <i>Mt. Crested Butte</i> | 1570.63 |
| <i>Ohio City</i> | 203.19 |
| <i>Parlin</i> | 24.34 |
| <i>Pitkin</i> | 124.23 |
| <i>Powderhorn</i> | 9.29 |
| <i>Rem of Cnty</i> | 11802.25 |
| <i>Somerset</i> | 659.29 |

Grand Total By Industry: \$81,897.20

Clothing Stores

| | |
|--------------------------|---------|
| <i>Almont</i> | 21.19 |
| <i>Crested Butte</i> | 7434.03 |
| <i>Gunnison</i> | 3683.52 |
| <i>Marble</i> | 31.67 |
| <i>Mt. Crested Butte</i> | 726.31 |
| <i>Ohio City</i> | 10.05 |
| <i>Parlin</i> | 2.30 |
| <i>Pitkin</i> | 6.69 |

| | |
|--------------------|--------|
| <i>Powderhorn</i> | 1.76 |
| <i>Rem of Cnty</i> | 679.09 |
| <i>Somerset</i> | 1.56 |
| <i>Tincup</i> | 2.08 |

Grand Total By Industry: \$12,600.25

Department Stores

| | |
|--------------------------|----------|
| <i>Crested Butte</i> | 1055.36 |
| <i>Gunnison</i> | 19578.65 |
| <i>Marble</i> | 10.83 |
| <i>Mt. Crested Butte</i> | 401.85 |
| <i>Ohio City</i> | 50.35 |
| <i>Pitkin</i> | 72.17 |
| <i>Powderhorn</i> | 10.39 |
| <i>Rem of Cnty</i> | 653.81 |
| <i>Somerset</i> | 15.43 |

Grand Total By Industry: \$21,848.84

Furniture & Appliance Stores

| | |
|--------------------------|---------|
| <i>Almont</i> | 15.94 |
| <i>Crested Butte</i> | 2259.67 |
| <i>Gunnison</i> | 3246.33 |
| <i>Marble</i> | 32.38 |
| <i>Mt. Crested Butte</i> | 1726.65 |
| <i>Ohio City</i> | 6.50 |
| <i>Pitkin</i> | 29.70 |
| <i>Rem of Cnty</i> | 2687.53 |
| <i>Somerset</i> | 2.84 |

Grand Total By Industry: \$10,007.54

Gas/Convenience Stores

| | |
|----------------------|---------|
| <i>Almont</i> | 12.35 |
| <i>Crested Butte</i> | 1672.57 |
| <i>Gunnison</i> | 6911.63 |
| <i>Pitkin</i> | 682.55 |
| <i>Rem of Cnty</i> | 0.46 |
| <i>Somerset</i> | 333.72 |

Grand Total By Industry: \$9,613.28

Grocery Stores

| | |
|--------------------------|----------|
| <i>Almont</i> | 52.11 |
| <i>Crested Butte</i> | 14224.60 |
| <i>Gunnison</i> | 51700.70 |
| <i>Marble</i> | 70.88 |
| <i>Mt. Crested Butte</i> | 77.54 |

| | |
|--------------------|--------|
| <i>Ohio City</i> | 42.51 |
| <i>Rem of Cnty</i> | 176.15 |
| <i>Somerset</i> | 17.63 |

Grand Total By Industry: \$66,362.12

Lodging

| | |
|--------------------------|----------|
| <i>Almont</i> | 5881.19 |
| <i>Crested Butte</i> | 21681.00 |
| <i>Gunnison</i> | 18084.44 |
| <i>Marble</i> | 582.93 |
| <i>Mt. Crested Butte</i> | 23546.51 |
| <i>Ohio City</i> | 52.79 |
| <i>Parlin</i> | 40.66 |
| <i>Pitkin</i> | 408.91 |
| <i>Powderhorn</i> | 266.62 |
| <i>Rem of Cnty</i> | 15833.22 |
| <i>Somerset</i> | 4.35 |

Grand Total By Industry: \$86,382.62

Manufacturing

| | |
|--------------------------|---------|
| <i>Almont</i> | 165.69 |
| <i>Crested Butte</i> | 4335.09 |
| <i>Gunnison</i> | 4579.05 |
| <i>Marble</i> | 7.89 |
| <i>Mt. Crested Butte</i> | 518.23 |
| <i>Ohio City</i> | 35.72 |
| <i>Pitkin</i> | 125.05 |
| <i>Powderhorn</i> | 0.37 |
| <i>Rem of Cnty</i> | 4738.74 |
| <i>Somerset</i> | 373.88 |
| <i>Tincup</i> | 7.32 |

Grand Total By Industry: \$14,887.03

Marijuana

| | |
|----------------------|---------|
| <i>Almont</i> | 0.54 |
| <i>Crested Butte</i> | 3974.60 |
| <i>Gunnison</i> | 6915.34 |

Grand Total By Industry: \$10,890.48

Miscellaneous Services

| | |
|--------------------------|----------|
| <i>Almont</i> | 5885.07 |
| <i>Crested Butte</i> | 22534.39 |
| <i>Gunnison</i> | 23792.04 |
| <i>Marble</i> | 114.11 |
| <i>Mt. Crested Butte</i> | 3074.55 |

| | |
|--------------------|----------|
| <i>Ohio City</i> | 53.10 |
| <i>Parlin</i> | 1.83 |
| <i>Pitkin</i> | 574.72 |
| <i>Powderhorn</i> | 26.12 |
| <i>Rem of Cnty</i> | 13576.01 |
| <i>Sapinero</i> | 14.44 |
| <i>Somerset</i> | 1936.08 |
| <i>Tincup</i> | 2.52 |

Grand Total By Industry: \$71,584.98

Online Sales

| | |
|--------------------|----------|
| <i>Rem of Cnty</i> | 35997.10 |
|--------------------|----------|

Grand Total By Industry: \$35,997.10

Ranching & Agriculture

| | |
|----------------------|-------|
| <i>Crested Butte</i> | 0.22 |
| <i>Gunnison</i> | 58.39 |
| <i>Marble</i> | 25.16 |
| <i>Rem of Cnty</i> | 34.61 |

Grand Total By Industry: \$118.38

Restaurant/Bars/Liquor Stores

| | |
|--------------------------|----------|
| <i>Almont</i> | 1.51 |
| <i>Crested Butte</i> | 44514.67 |
| <i>Gunnison</i> | 35986.52 |
| <i>Marble</i> | 2361.06 |
| <i>Mt. Crested Butte</i> | 2679.08 |
| <i>Ohio City</i> | 1.44 |
| <i>Pitkin</i> | 268.62 |
| <i>Rem of Cnty</i> | 7884.72 |

Grand Total By Industry: \$93,697.62

Specialty Shops

| | |
|--------------------------|----------|
| <i>Almont</i> | 42.03 |
| <i>Crested Butte</i> | 10406.30 |
| <i>Gunnison</i> | 13237.43 |
| <i>Marble</i> | 239.10 |
| <i>Mt. Crested Butte</i> | 985.80 |
| <i>Ohio City</i> | 55.92 |
| <i>Parlin</i> | 3.26 |
| <i>Pitkin</i> | 194.36 |
| <i>Powderhorn</i> | 15.74 |
| <i>Rem of Cnty</i> | 6857.42 |
| <i>Sapinero</i> | 2.63 |
| <i>Somerset</i> | 1445.36 |

Tincup

1.35

Grand Total By Industry:

\$33,486.70

Utilities

Almont

877.03

Crested Butte

3288.64

Gunnison

4688.03

Marble

187.58

Mt. Crested Butte

3108.36

Ohio City

56.22

Parlin

0.28

Pitkin

240.72

Powderhorn

0.47

Rem of Cnty

12007.63

Somerset

12.79

Grand Total By Industry:

\$24,467.75

Vehicle Sales/Parts/Services

Almont

16.76

Crested Butte

2831.44

Gunnison

15469.59

Marble

70.44

Mt. Crested Butte

407.01

Ohio City

31.18

Parlin

1.43

Pitkin

9.08

Rem of Cnty

3238.71

Somerset

-134.68

Grand Total By Industry:

\$21,940.96

\$622,736.51

August 2021

Taxes by Industry

| | |
|---|---------------------|
| Amusement & Entertainment | \$26,953.66 |
| Bldg Material & Trades | \$81,897.20 |
| Clothing Stores | \$12,600.25 |
| Department Stores | \$21,848.84 |
| Furniture & Appliance Stores | \$10,007.54 |
| Gas/Convenience Stores | \$9,613.28 |
| Grocery Stores | \$66,362.12 |
| Lodging | \$86,382.62 |
| Manufacturing | \$14,887.03 |
| Marijuana | \$10,890.48 |
| Miscellaneous Services | \$71,584.98 |
| Online Sales | \$35,997.10 |
| Ranching & Agriculture | \$118.38 |
| Restaurant/Bars/Liquor Stores | \$93,697.62 |
| Specialty Shops | \$33,486.70 |
| Utilities | \$24,467.75 |
| Vehicle Sales/Parts/Services | \$21,940.96 |
| <i>GRAND TOTAL:</i> | \$622,736.51 |

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 | 477,760.19 | 366,672.97 | | | | | | |
| | Interest Credit | 600.00 | 132.01 | 15.41 | (2.15) | 69.00 | 1,499.00 | 883.00 | 259.98 | | | | | | |
| | Program Cost | 151.86 | 162.18 | 122.38 | 156.13 | 212.09 | (11,000.42) | 159.94 | 211.39 | | | | | | |
| | Current Total Distribution | \$ 255,793.86 | \$ 321,802.16 | \$ 403,591.57 | \$ 95,161.04 | \$ 113,119.09 | \$ 373,494.58 | \$ 478,803.13 | \$ 367,144.34 | \$ - | \$ - | \$ - | \$ - | \$ 2,408,909.77 | \$ 2,408,909.77 |
| % Change over previous year (cumulative) | | 32.88% | 40.50% | 64.94% | 60.58% | 70.92% | 78.01% | 65.77% | 56.82% | | | | | | |
| 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 | \$ 1,536,137.16 |
| % 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 | \$ 1,514,363.89 |
| % 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 | \$ 1,491,382.14 |
| % 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 | \$ 1,315,126.70 |
| % 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 | \$ 1,233,440.97 |
| % 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 | \$ 1,090,924.17 |
| % 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 | \$ 905,944.49 |
| % 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 | \$ 508,023.37 |
| % 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 | \$ 474,384.57 |
| % 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 | \$ 459,541.26 |
| % 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 | \$ 440,844.95 |

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly, Investment, and Quarterly Interest 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: 10/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 10/19/2021

TREASURER'S MONTHLY REPORT FOR SEPTEMBER 2021

| FUNDS | BEGINNING BALANCE | RECEIPTS | DISBURSEMENTS | ENDING BALANCE |
|---|------------------------------|----------------------|------------------------|---------------------------|
| COUNTY FUNDS | \$ | \$ | \$ | \$ |
| Due from Tre-County General | 16,595,509.81 | 475,185.73 | (1,645,730.26) | 15,424,965.28 |
| Due from Tre-Road & Bridge | 3,106,411.04 | 530,903.04 | (2,259.45) | 3,635,054.63 |
| Due from Tre-Human Services | 542,763.90 | 1,630.44 | (104,873.48) | 439,520.86 |
| Due from Tre-Public Health Agency | 211,036.25 | 30,461.82 | (82,508.49) | 158,989.58 |
| Due from Tre-Conservation Trust | 91,792.51 | 11,230.55 | (56.35) | 102,966.71 |
| Due from Tre-Bond Fund | 9,846.88 | - | (5.39) | 9,841.49 |
| Due from Tre-Airport | 1,388,070.75 | 189,170.69 | (2,366.36) | 1,574,875.08 |
| Due from Tre-Sales Tax | 2,691,220.23 | 397,085.26 | (1,708.40) | 3,086,597.09 |
| Due from Tre-Land Preservation | 865,975.06 | - | (73,819.70) | 792,155.36 |
| Due from Tre-Mosquito | 23,477.98 | 423.37 | (15,176.35) | 8,725.00 |
| Due from Tre-Sage Grouse | 182,160.52 | 3,546.07 | (101.57) | 185,605.02 |
| Due from Tre-Risk Management | 275,598.58 | 23,021.22 | (19,672.32) | 278,947.48 |
| Due from Tre-Airport Construction | 953,798.78 | - | (239,598.83) | 714,199.95 |
| Due from Tre-Capital Projects | 481,539.68 | 39,345.00 | (72,069.58) | 448,815.10 |
| Due from Tre-Sewer | 1,536,050.37 | 51,405.62 | (244,240.00) | 1,343,215.99 |
| Due from Tre-Water | 655,429.71 | 203,013.70 | (512.43) | 857,930.98 |
| Due from Tre-Solid Waste | 386,301.00 | 234,170.35 | (132,448.73) | 488,022.62 |
| Due from Tre-Housing Authority | 881,221.80 | 227.69 | (482.08) | 880,967.41 |
| Due from Tre-Gunn Sr Housing | 38,985.13 | - | (10,004.34) | 28,980.79 |
| Due from Tre-Assisted Living | 6,091.20 | - | - | 6,091.20 |
| Due from Tre-Internal Service I | 1,814,003.95 | 95,095.67 | (1,044.12) | 1,908,055.50 |
| Due from Tre-Internal Service II | 866,762.63 | 1,132.37 | (22,452.95) | 845,442.05 |
| Due from Tre-Insurance Trust | 1,806,680.62 | 28,336.52 | (32,701.07) | 1,802,316.07 |
| Due from Tre-Local Marketing District | 930,918.63 | 326,465.65 | (687.69) | 1,256,696.59 |
| Due from Tre-Rural Trans Auth | 5,501,652.46 | 1,879.79 | (199,018.27) | 5,304,513.98 |
| Due from Tre-Public Trustee Agency | 10,980.17 | - | (4,801.01) | 6,179.16 |
| Due from Tre-Series 2010 Bond Reserve | 241.55 | - | (0.13) | 241.42 |
| Due from Tre-Terminal Construction | 705,389.54 | - | (385.79) | 705,003.75 |
| Due from Tre-Courthouse Renovation | 69.19 | - | - | 69.19 |
| Due from Tre-Series 2013 Bond Reserve | - | - | - | - |
| Due from Tre-Assessor Fees | - | 139.80 | (139.80) | - |
| Due from Tre-Treas Fees | - | 13,361.07 | (13,361.07) | - |
| Due from Tre-Health Claims | 25,341.51 | 170,084.36 | (140,432.86) | 54,993.01 |
| Due from Tre-Landfill Closure | 1,059,901.93 | 4,421.82 | (582.10) | 1,063,741.65 |
| Due from Tre-Landfill Cons Resv | 833,857.20 | 16,421.30 | (465.03) | 849,813.47 |
| Due from Tre-Payroll Clearing | 16,127.16 | 719,480.90 | (719,554.33) | 16,053.73 |
| 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 | 12,629.33 | - | (6.91) | 12,622.42 |
| Due From Tre-Housing Authority Restricted Dep | 11,226.00 | - | - | 11,226.00 |
| Due from Tre-Accounts Payable Clearing | 1,002,092.07 | 5,132,990.28 | (5,619,694.97) | 515,387.38 |
| Due from Tre-Finance Revenue Clearing | - | 5,029,770.46 | (5,029,770.46) | - |
| Due from Tre-Water Resource | 59,526.27 | - | (32.56) | 59,493.71 |
| Due from Tre-Workforce Impact Fees | 42,430.16 | - | (23.21) | 42,406.95 |
| Due from Tre-Living Community | 8,535.42 | 3,896.14 | (8,774.73) | 3,656.83 |
| COUNTY FUNDS TOTAL | 45,806,302.97 | 13,734,296.68 | (14,441,563.17) | 45,099,036.48 |
| CITIES AND TOWNS | \$ | \$ | \$ | \$ |
| Due from Tre-Crested Butte General | 9,984.00 | 9,553.95 | (10,043.08) | 9,494.87 |
| Due from Tre-Crested Butte Street/Alley | 5,169.20 | 8,623.94 | (5,427.92) | 8,365.22 |
| Due from Tre-Gunnison City General | 14,585.67 | 5,419.17 | (14,631.61) | 5,373.23 |
| Due from Tre-Marble General | 1,002.33 | 618.88 | (1,010.50) | 610.71 |
| Due from Tre-Mt Crested Butte General | 14,653.04 | 7,891.37 | (15,675.94) | 6,868.47 |
| Due from Tre-Pitkin General | 710.68 | 740.43 | (721.87) | 729.24 |
| CITIES AND TOWNS TOTAL | 46,104.92 | 32,847.74 | (47,510.92) | 31,441.74 |
| SCHOOLS | \$ | \$ | \$ | \$ |
| Due from Tre-Gunn RE1J Gen | 855,614.06 | 156,808.70 | (859,235.21) | 153,187.55 |
| Due from Tre-Gunn RE1J Bond | 51,977.50 | 24,144.62 | (53,467.72) | 22,654.40 |
| Due from Tre-Delta 50J General | 11,023.94 | 6,233.78 | (11,023.98) | 6,233.74 |
| Due from Tre-Delta 50J Bond | 409.00 | 3.60 | (409.00) | 3.60 |
| Due from Tre-Montrose RE1J General | 2,480.68 | 1,037.24 | (2,481.58) | 1,036.34 |

| | | | | |
|--|----------------------|----------------------|------------------------|----------------------|
| Due from Tre-Montrose RE1J Bond | 254.78 | 55.19 | (254.78) | 55.19 |
| Due from Tre-Reij 2014 Mill Override | 25,919.40 | 12,071.20 | (26,694.43) | 11,296.17 |
| SCHOOLS TOTAL | 947,679.36 | 200,354.33 | (953,566.70) | 194,466.99 |
| IMPROVEMENT DISTRICTS | \$ | \$ | \$ | \$ |
| Due from Tre-Library Dist | - | - | - | - |
| Due from Tre-CO River Water CD | 5,751.14 | 3,507.28 | (5,899.47) | 3,358.95 |
| Due from Tre-Reserve MD2 | 3,184.53 | 695.83 | (3,184.53) | 695.83 |
| Due from Tre-Mt Crested Butte DDA | 2,679.34 | 1,522.36 | (2,725.01) | 1,476.69 |
| Due from Tre-Bostwick Park Water CD | 51.37 | 13.34 | (51.37) | 13.34 |
| Due from Tre-Crawford Water CD | - | - | - | - |
| Due from Tre-Crested Butte South MD | 4,769.10 | 4,180.59 | (4,836.90) | 4,112.79 |
| Due from Tre-Mt CB Water/San | 15,660.15 | 8,208.23 | (16,698.86) | 7,169.52 |
| Due from Tre-East River Regional SD | 3,803.44 | 5,753.29 | (6,587.28) | 2,969.45 |
| Due from Tre-Cemetery | 3,910.46 | 1,627.01 | (3,931.24) | 1,606.23 |
| Due from Tre-Gunn Co Metro Rec Dist | 10,669.03 | 6,596.28 | (10,962.70) | 6,302.61 |
| Due from Tre-N Fork Water CD | 180.34 | 116.40 | (180.35) | 116.39 |
| Due from Tre-Skyland MD | 13,696.69 | 4,368.57 | (13,718.52) | 4,346.74 |
| Due from Tre-Upper Gunn Water CD | 20,406.42 | 12,700.10 | (20,978.41) | 12,128.11 |
| Due from Tre-Crested Butte Fire PD | 38,873.40 | 30,158.98 | (40,839.38) | 28,193.00 |
| Due from Tre-Gunn Co Fire PD | 10,195.23 | 7,983.18 | (10,322.56) | 7,855.85 |
| Due from Tre-Carbondale & Rural Fire PD | 3,567.13 | 2,029.73 | (3,593.49) | 2,003.37 |
| Due from Tre-Ragged Mt Fire PD | 1,070.78 | 672.51 | (1,070.84) | 672.45 |
| Due from Tre-Arrowhead Fire PD | 791.73 | 279.63 | (792.80) | 278.56 |
| Due From Tre-Library General Fund | 21,778.77 | 13,288.29 | (22,340.57) | 12,726.49 |
| Due From Tre-Reserve MD#2 BOND 2016A | 11,722.59 | 2,874.49 | (11,722.59) | 2,874.49 |
| Due From Tre-North Fork Ambulance Health Ser | 2,141.20 | 1,371.46 | (2,141.33) | 1,371.33 |
| Due From Tre-Reserve MD #2 BOND 2016B | 1,649.31 | 360.40 | (1,649.31) | 360.40 |
| Due From Tre-Reserve MD #2 BOND 2016C | 1,357.34 | 296.66 | (1,357.34) | 296.66 |
| IMPROVEMENT DISTRICTS TOTAL | 177,909.49 | 108,604.61 | (185,584.85) | 100,929.25 |
| MISC CONTROL | \$ | \$ | \$ | \$ |
| Due from Tre-Clerk & Recorder | 597,536.36 | 575,705.67 | (588,413.59) | 584,828.44 |
| Due from Tre-Clerk Sales Tax | 26,388.17 | 61,669.64 | (88,057.81) | - |
| Due from Tre-SOT | - | 242,368.29 | (242,368.29) | - |
| Due from Tre-State Auto | - | 247,903.18 | (247,903.18) | - |
| Due from Tre-Clerk ST Domestic Abuse | - | 740.00 | (740.00) | - |
| Due from Tre-Clerk State Registrar | 120.00 | 111.00 | (120.00) | 111.00 |
| Due from Tre-Clerk State Specific | - | - | - | - |
| Due from Tre- State Tech 2.00 Surcharge | - | 1,460.00 | (1,460.00) | - |
| Due from Tre-Range Improvement Dist 3 | - | - | - | - |
| Due from Tre-Sheriff Commissary | 12,690.48 | 378.57 | (197.63) | 12,871.42 |
| Due from Tre-Inmate Trust | 13,539.29 | 15,762.46 | (16,789.53) | 12,512.22 |
| Due from Tre-Investment Interest | - | 51,016.52 | (51,016.52) | - |
| Due from Tre-Treas Deed | 1,880.60 | 500.00 | (266.27) | 2,114.33 |
| Due from Tre-Unused Remittances | 1,652.57 | 300.00 | (456.23) | 1,496.34 |
| Due from Tre-Elected Official Fees Clrg | 3,059.61 | 62,350.33 | (55,437.90) | 9,972.04 |
| Due from Tre-GV Regional Housing Authority | - | - | - | - |
| MISC CONTROL TOTAL | 656,867.08 | 1,260,265.66 | (1,293,226.95) | 623,905.79 |
| GRAND TOTALS | 47,634,863.82 | 15,336,369.02 | (16,921,452.59) | 46,049,780.25 |

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 September 2021.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

| Gunnison County Treasurer | | | | | | |
|----------------------------------|------|----------------------|--------|---------------|------|----------------------------------|
| Investment Report | | | | | | |
| 30-Sep-21 | | | | | | |
| | | | | | | |
| CASH AND CHECKING | GL# | BALANCE | RATE | | TYPE | MATURITY/LENGTH |
| Cash on Hand | 1100 | 67,165.49 | | | Cash | N/A |
| Bank of the West | 1101 | 3,539,184.26 | 0.00% | | Chkg | N/A |
| Bank of the West CC | 1103 | 792,298.68 | 0.00% | | Chkg | N/A |
| Bank of the West MM | 1104 | 4,388,407.63 | 0.30% | | MMA | Mo |
| Wells Fargo Warrant Clearing | 1145 | 660,812.43 | 0.00% | | Chkg | N/A |
| Wells Fargo Revenue Clearing | 1147 | 6,918,861.69 | 0.01% | | Chkg | Mo |
| Colortrust Plus | 1118 | 437,959.66 | 0.02% | | Pool | Mo |
| C-Safe | 1121 | 1,866,684.99 | 0.04% | | Pool | Mo |
| Community Banks of Colorado MM | 1320 | 1,281,859.06 | 0.25% | | MMA | Mo |
| Gunnison Bank and Trust | 1102 | 154,161.68 | 0.00% | | MMA | Mo |
| Solera Savings | 1161 | 1,027,658.79 | 0.20% | | MMA | Quarterly |
| Investment Clearing | 1199 | 542,238.17 | 0.01% | | MMA | Mo |
| TOTAL CASH AND CHECKING | | 21,697,292.53 | | 47.12% | | |
| | | | | | | |
| INVESTMENTS | | | | | | |
| Ally Bank GJX2 | 1313 | 248,728.41 | 2.45% | | CD | SA/Mat 5/23/22 3 yrs |
| Alma Bank 08Q9 | 1282 | 248,225.67 | 1.65% | | CD | M/MAT 8/12/22 30 MO |
| AXOS Bank DAH1 | 1275 | 249,607.68 | 1.55% | | CD | M/Mat 3/27/23 3 yrs |
| Bank Hapoalim A2C3 | 1252 | 244,816.00 | 0.30% | | CD | SA/Mat 8/21/23 |
| Bank Midwest 7928 | 1302 | 249,790.59 | 1.95% | | CD | 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 | 245,240.59 | 0.65% | | CD | SA/Mat 7/22/25 5 yrs |
| Bank of New England KAL2 | 1326 | 251,162.24 | 3.15% | | CD | SA/Mat 7/29/22 4 yrs |
| Bankwell BCL3 | 1261 | 245,296.69 | 0.40% | | CD | SA/Mat 7/28/23 3 yrs |
| Barclays Bank KKR7 | 1344 | 249,280.64 | 2.25% | | CD | SA/MAT 7/26/22 5yrs |
| Beneficial Bank QBR6 | 1370 | | | | | matured |
| BMO Harris Bank XANO | 1259 | 241,832.88 | 0.55% | | CD | Qtrly/Mat 7/29/24 yrs |
| BMW Bank AKJ2 | 1343 | 246,053.99 | 2.10% | | CD | SA/Mat 9/15/21 4yr |
| Cadence Bank RGA6 | 1272 | 248,754.38 | 1.30% | | CD | SA/Mat 4/17/23 3yrs |
| Capital One Bank RPNS | 1271 | 252,406.59 | 1.45% | | CD | SA/Mat 4/15/25 5 yrs |
| Cathay Bank 9MQ5 | 1328 | 256,688.46 | 3.15% | | CD | SA/Mat 6/8/2023 5 yrs |
| Celtic Bank RRH2 | 1306 | 254,604.24 | 1.85% | | CD | SA/Mat 8/30/24 5 yr |
| CIT Bank LBA3 | 1305 | 248,867.57 | 1.90% | | CD | SA/Mat 8/23/22 |
| Citibank QK40 | 1330 | 255,843.70 | 3.10% | | CD | SA/MAT 5/4/23 |
| East Boston Savings PDL2 | 1254 | 244,367.65 | 0.30% | | CD | SA / Mat 2/12/24 |
| Enerbank TQJ2 | 1257 | 245,128.38 | 0.30% | | CD | SA/Mat 7/24/23 3 yrs |
| Enterprise Bank RJC1 | 1369 | | | | | matured |
| FFCB EMZW5 | 1233 | 498,642.00 | 0.73% | | AG | SA/Mat 5/19/25 4 yrs callable |
| FFCB L6U3 | 1251 | 249,761.00 | 0.28% | | CD | SA/Mat 9/14/23 3 yrs callable |
| FFCB MHL9 | 1247 | 499,257.00 | 0.31% | | AG | SA/Mat 11/30/23 3 yrs callable |
| FFCB MJT0 | 1245 | 483,921.55 | 0.60% | | AG | SA/Mat 12/9/25 5 yrs callable |
| FHLB AMDV1 | 1236 | 498,740.50 | 1.00% | | AG | SA/Mat 5/12/26 5 yrs callable |
| FHLB AMDY5 | 1235 | 498,645.50 | 1.00% | | AG | SA/Mat 5/20/26 5 yrs callable |
| FHLB AMJN3 | 1234 | 498,309.50 | 0.55% | | AG | SA/Mat 5/26/26 5yrs callable |
| FHLB AMTQ5 | 1234 | 348,328.40 | 0.50% | | AG | SA/Mat 12/30/24 4.6yrs callable |
| FHLB AMTZ5 | 1235 | 347,728.50 | 0.75% | | AG | SA/Mat 11/28/25 4yrs callable |
| FHLB AMXJ6 | 1234 | 498,784.50 | 0.50% | | AG | SA?Mat 9/30/24 3.25 yrs callable |
| FHLB ANG95 | 1227 | 496,520.50 | 0.50% | | AG | SA/Mat 8/24/26 5 yrs callable |
| FHLB ANJK7 | 1229 | 990,517.00 | 0.875% | | AG | SA/Mat 8/25/26 5 yrs callable |
| FHLB KWS1 | 1243 | 491,158.50 | 0.53% | | AG | SA/Mat 2/17/26 5 yrs callable |
| FHLB LA53 | 1244 | 492,512.50 | 0.60% | | AG | SA/Mat 2/25/26 5 yrs callable |
| FHLB LM43 | 1241 | 497,698.50 | 0.75% | | AG | SA/MAT 9/30/25 4 YRS CALLABLE |
| FHLB LMM3 | 1242 | 498,801.00 | 1.00% | | AG | SA/MAT 3/30/26 5 YRS CALLABLE |
| FHLB LV68 | 1240 | 499,194.00 | 1.03% | | AG | SA/MAT 3/30/26 5 YRS CALLABLE |
| FHLB LW26 | 1237 | 499,418.50 | 0.75% | | AG | SA/MAT 4/22/25 4 YRS CALLABLE |
| FHLB LW67 | 1238 | 499,172.00 | 1.10% | | AG | SA/MAT 4/22/26 5 YRS CALLABLE |
| FHLMC B3F5 | 1246 | 296,547.30 | 0.60% | | AG | SA/Mat 11/20/25 5 yrs callable |
| FHLMC XAP9 | 1248 | 494,369.00 | 0.60% | | AG | SA/Mat 11/12/25 5 yrs callable |
| First Natl Bank of America YUJ2 | 1228 | 241,995.07 | 0.85% | | cd | M/Mat 9/30/26 |
| First Oklahoma Bank 7BX5 | 1270 | | | | | called |
| Firster Bank LAH1 | 1304 | 252,231.42 | 1.90% | | CD | SA/Mat 8/23/23 4 yrs |
| Flagstar Bank E3X3 | 1256 | 245,109.76 | 0.50% | | CD | SA/Mat 7/31/24 yrs |
| Goldman Sachs P6U6 | 1399 | 254,050.79 | 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 | 232,897.00 | 0.40% | | CD | SA/Mat 9/30/25 5yrs callable |
| Leader Bank UHF2 | 1249 | 244,122.65 | 0.25% | | CD | SA/Mat 10/2/23 callable |
| Legacy Bank 9156 | 1402 | 219,617.15 | 0.25% | | CD | Q/Mat 7/21/23 - 24 mo |
| Live Oak Bank 6HN7 | 1284 | 254,392.32 | 1.85% | | CD | SA/Mat 7/24/24 |
| Luana Savings PHA5 | 1253 | 244,361.04 | 0.30% | | CD | SA / Mat 2/14/24 |
| M Y Safra Bank JBJO | 1258 | 244,586.19 | 0.30% | | CD | SA/Mat 2/14/24 4 yrs |
| Marlin Business Bank | 1291 | 252,022.43 | 1.70% | | CD | SA / Mat 12/4/23 4 yrs |
| Medallion Bank dgbl | 1487 | 249,406.32 | 1.60% | | CD | SA/MAT 2/6/23 3 yr |
| Merrick Bank KEW2 | 1285 | 252,660.41 | 1.75% | | CD | SA/Mat 1/31/24 |
| Morgan Stanley RRBB | 1338 | 255,675.87 | 1.90% | | CD | SA/Mat 1/2/25 |
| Morgan Stanley Private Bank AYA1 | 1316 | 254,027.76 | 2.75% | | CD | SA/Mat 4/4/23 4 yr |
| Northern Bank & Trust QCJ5 | 1367 | 246,573.39 | 1.25% | | CD | SA/Mat 4/18/22 2 yrs |
| Pacific Western Bank YRK7 | 1273 | 249,751.53 | 1.20% | | CD | SA/Mat 4/30/24 4 yrs |
| Park State Bank VAB7 | 1265 | 245,116.86 | 0.90% | | CD | M/Mat 5/22/25 5 yrs callable |
| Pinnacle Bank SKU4 | 1269 | 246,520.71 | 0.70% | | CD | M/Mat 5/8/23 3 yrs |
| Raymond James Bank | 1293 | 255,074.89 | 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 | 249,299.01 | 1.85% | | CD | SA/Mat 10/24/22 3 yrs |
| State Bank of India NY 5KL4 | 1333 | 254,514.53 | 2.90% | | CD | SA/Mat 3/29/23 5 yrs |
| Texas Capital Bank PLY3 | 1255 | 245,099.71 | 0.30% | | CD | SA/Mat 2/7/23 |
| Texas Exchange Bank THU7 | 1263 | 245,114.41 | 1.00% | | CD | M/Mat 6/19/25 callable 5 yrs |
| Townebank PCQ0 | 1274 | 246,522.67 | 1.15% | | CD | SA/Mat 4/29/22 4 yrs |
| Toyota Financial Savings MJS1 | 1264 | 246,677.02 | 0.80% | | CD | SA/Mat 6/30/25 5 yrs |
| UBS Bank JEE6 | 1324 | 245,369.46 | 3.10% | | CD | M/Mat 10/18/21 5 yrs |
| Verus Bank LBT0 | 1364 | 249,222.35 | 1.35% | | CD | M/Mat 10/25/21 5 yr |
| Wells Fargo Bank 3A48 | 1488 | 259,562.55 | 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 | | 24,347,602.47 | | 52.88% | | |
| | | | | | | |
| Cash per Treasurer's Ledger | | 46,044,895.00 | | 100.00% | | |
| Plus Pending Disbursements | | 4,885.25 | | | | |
| Total Due to All Funds | | 46,049,780.25 | | | | |

TREASURER'S QUARTERLY INTEREST REPORT
FOR GUNNISON COUNTY
FOR THE PERIOD OF JULY - SEPTEMBER 2021

| INVESTMENT INTEREST: | | | | | |
|-----------------------------|-----|-----------------|--------------|------------|-------------|
| FUND | # | CURRENT QUARTER | YEAR TO DATE | BUDGETED | % OF BUDGET |
| COUNTY GENERAL | 1 | 3,479.46 | (7,552.17) | 196,040.00 | -0.038524 |
| ROAD & BRIDGE | 2 | -197.71 | (1,638.80) | 35,000.00 | -4.68% |
| HEALTH AND HUMAN SERVICES | 3 | 86.17 | 69.63 | 8,000.00 | 0.87% |
| PUBLIC HEALTH AGENCY | 4 | 59.58 | (55.52) | 800.00 | -6.94% |
| CONSERVATION TRUST | 7 | -1.00 | 6.25 | 2,000.00 | 0.31% |
| BOND FUND | 8 | 0.51 | 22.44 | 1,000.00 | 2.24% |
| AIRPORT OPERATIONS | 10 | -274.88 | (820.68) | 4,000.00 | -20.52% |
| SALES TAX REVENUE | 12 | -347.82 | (772.93) | 25,000.00 | -3.09% |
| LAND PRESERVATION | 13 | 366.72 | 159.37 | 10,000.00 | 1.59% |
| MOSQUITO | 30 | 20.28 | 35.87 | 729.00 | 4.92% |
| SAGE GROUSE | 32 | 1.72 | (41.39) | 2,000.00 | -2.07% |
| RISK MANAGEMENT FUND | 34 | 19.07 | (81.68) | 4,000.00 | -2.04% |
| AIRPORT CONSTRUCTION | 41 | 162.73 | (685.23) | 1,500.00 | -45.68% |
| COUNTY CAP EXPEND | 43 | 84.26 | (364.82) | - | |
| SEWER FUND | 50 | 141.92 | (246.05) | 17,575.00 | -1.40% |
| WATER FUND | 51 | -60.87 | (327.24) | 1,600.00 | -20.45% |
| SOLID WASTE OPERATIONS | 52 | -103.40 | (17.86) | 5,000.00 | -0.36% |
| HOUSING AUTHORITY | 70 | 35.47 | 217.73 | 700.00 | 31.10% |
| GUNN SR HOUSING | 71 | 12.67 | (94.32) | 500.00 | -18.86% |
| ISF I | 80 | 45.73 | (467.17) | 20,000.00 | -2.34% |
| ISF II | 82 | 66.61 | (164.98) | 13,261.00 | -1.24% |
| HEALTH INS ISF-III | 90 | 68.02 | (361.53) | 40,000.00 | -0.90% |
| GRVL MARKETING DISTRT | 91 | -26.97 | 25.26 | 18,000.00 | 0.14% |
| RURAL TRANSPORT AUTH | 92 | -37.56 | (640.05) | 40,000.00 | -1.60% |
| BUILDING CONSTRUCTION RES | 101 | 0.01 | (0.05) | - | |
| TERMINAL CONSTRUCTION | 102 | 36.54 | (159.14) | 17,000.00 | -0.94% |
| HEALTH CLAIMS | 115 | -25.33 | (100.07) | - | |
| SOLID WASTE CLOSURE | 125 | 48.72 | (228.88) | 25,000.00 | -0.92% |
| SOLID WASTE CONSTRUCT. RES. | 126 | 20.24 | (150.11) | 7,000.00 | -2.14% |
| SEWER RESERVE | 135 | 5.03 | (21.44) | - | |
| WATER - RESTRICTED | 136 | 4.10 | (17.50) | - | |
| SR HOUSING DEPOSITS | 140 | 0.65 | (2.53) | - | |
| WATER RESOURCES | 150 | 1.92 | (28.59) | 2,000.00 | -1.43% |
| WORKFORCE IMPACT FEE | 155 | 2.20 | (9.57) | 5,000.00 | -0.19% |
| TOTAL | | 3,694.78 | -14,513.76 | 502,705.00 | -2.89% |

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Opioid Settlement Memorandum of Understan

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement in the sharing and distribution of opioid settlement funds.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/8/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 10/7/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/8/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 10/19/2021

National Opioids Settlement
P.O. Box 43196
Providence, RI 02940-3196

Received
County Administration

9/30/2021
Email: BOCC
M. Birau
M. Hoyt



NPD

24



122810008938

Postal Service: Please do not mark barcode

NPD AH-584-529

Gunnison County Commissioners

200 E Virginia Ave

Gunnison, CO 81230

STATE OF COLORADO

TO LOCAL POLITICAL SUBDIVISIONS: IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT. SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE. THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. The State of Colorado has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Colorado has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlement(s) to which your state has agreed. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in Colorado and how settlement funds will be allocated. This website will be supplemented as additional documents are created.

The Colorado Attorney General's Office will also be providing you information about the Settlements and how you can join, as well as information about how settlement funds will be distributed in Colorado. Please visit the Attorney General's website for Colorado-specific information about these Settlements: www.coag.gov/opioids. You can also reach out to the Colorado Attorney General's Director of Opioid Response, Heidi Williams, for more information. Heidi's email address is Heidi.Williams@coag.gov.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You will be contacted by the Colorado Attorney General's Office with more information about the Settlements and with the documents necessary to participate in the Settlements. If you are not contacted by the Attorney General's Office, please contact Heidi Williams at Heidi.Williams@coag.gov.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to an agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Colorado has reached a Memorandum of Understanding "MOU" agreement with its subdivisions to allocate and distribute opioid settlement funds within the states. Colorado's allocation MOU can be found here: www.coag.gov/opioids.

Please note that according to Colorado's allocation MOU, all Colorado counties and municipalities are eligible to participate in the Settlements and to receive direct payments. However, some subdivisions' direct payments may be too small to effectively conduct a meaningful abatement response in your community. All Colorado subdivisions therefore will have the opportunity to reallocate their direct payments in accordance with the Colorado MOU. Participation by all Colorado counties and municipalities, whether you elect to receive direct payment or not, will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties and municipalities in Colorado.

You will be contacted by the Colorado Attorney General's Office with additional information regarding the allocation of settlement funds in Colorado. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry;

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to "opt in" to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver maximum amount of abatement funds to your state.

Be on alert for communications from the Colorado Attorney General's Office with more information about the Settlements and allocation of settlement funds in Colorado, as well as with the documents necessary to participate in the Settlements. If you do not receive a communication from the Attorney General's Office, please do not hesitate to reach out to Heidi Williams at Heidi.Williams@coag.gov.

After you've received a communication from the Colorado Attorney General's Office about the Settlements, please have your authorizing person(s) or authorizing body begin to review the materials concerning the settlement agreement terms, allocation, and other matters. Develop a list of questions for your counsel or the Attorney General's Office. In the very near future, your subdivision will need to decide whether to participate in the proposed Settlements and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state and we encourage you to discuss the terms and benefits of the Settlements with them.

We urge you to view the national settlement website (<https://nationalopioidsettlement.com>) as well as the Colorado Attorney General's website (www.coag.gov/opioids) at your earliest convenience. Information and documents regarding the national Settlements and Colorado's allocation can be found on those websites. Please direct any questions about the Settlements and/or allocation of settlement funds to the following individuals at the Colorado Attorney General's Office:

Heidi Williams
Director of Opioid Response
Heidi.Williams@coag.gov
(720) 508-6098

John Feeney-Coyle
Senior Assistant Attorney General
John.Feeney-Coyle@coag.gov
(720) 508-6232

Leslie A. Eaton
First Assistant Attorney General
Leslie.Eaton@coag.gov
(720) 508-6190

**COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING
("MOU")**

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.
2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.
3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).¹
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

¹ For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. “Local Government(s)” shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.
6. “National Opioid Settlement Administrative Fund” shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.
7. “Opioid Funds” shall mean damage awards obtained through a Settlement.
8. “Opioid Settling Defendant” shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
9. “Participating Local Government(s)” shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a “Participating Local Government.” Local Governments may designate the appropriate individual from their entity to sign the MOU.
10. “Party” or “Parties” shall mean the State and/or Participating Local Government(s).
11. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).
12. “Regional Council” shall have the meaning described in Section (F)(5), below.
13. “Settlement” shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, “Settlement” shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.
14. “The State” shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State's Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State's Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:²
 - a. 10% directly to the State ("State Share") for Approved Purposes in accordance with Section (D), below;
 - b. 20% directly to Participating Local Governments ("LG Share") for Approved Purposes in accordance with Section (E), below;
 - c. 60% directly to Regions ("Regional Share") for Approved Purposes in accordance with Section (F), below; and
 - d. 10% to specific abatement infrastructure projects ("Statewide Infrastructure Share") for Approved Purposes in accordance with Section (G), below.
3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.
4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.
5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

C. General Abatement Fund Council

1. A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, shall

² This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors ("TPPs") are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

- (i) A Chair to serve as a non-voting member, except in the event of a tie;
- (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;
- (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
- (iv) One (1) member or family member affected directly by the opioid crisis.

b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

- (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
- (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
- (iii) Two (2) Members from Regions 3, 4, 19.

c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

- (i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).
- (ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.

4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:

- a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.
- b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

- (i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.
- c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.
 - (i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).
 - (ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.
 - (iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.
- d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.
- e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.
- f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

- g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.
- h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.
- i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

D. State Share

- 1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).
- 2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.
- 3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.
- 4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

E. LG Share

- 1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.
3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).
4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.
5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.
6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).
7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.
9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

F. Regional Share

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).
2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.
3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.
4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.
 - a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.
 - b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.
 - c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.
 - d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.
 - e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.
7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.
8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.
9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.
10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.
 - a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.
 - b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.
13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:
 - a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.
 - b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.
 - c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

- i. The alleged offending Region may request revisions or modifications to the proposed remedial action;
 - ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,³ regarding the alleged offending conduct and proposed remedial action; and
 - iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.
- d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.
- e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

³ Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

G. Statewide Infrastructure Share

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).
2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.
3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:
 - a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;
 - b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;
 - c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;
 - d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and
 - e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.
4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.
6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

H. General Terms

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.
2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.
3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.
5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.
6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.
7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.
8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.⁴
9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

⁴ For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Distributor”) and Johnson & Johnson/Janssen (“J&J”) settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster’s Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.
2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

| Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population ⁵ | Incentive Payment B Eligibility Percentage |
|--|--|
| Up to 85% | 0% |
| 85%+ | 30% |
| 86+ | 40% |
| 91+ | 50% |
| 95+ | 60% |
| 99%+ | 95% |
| 100% | 100% |

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”),

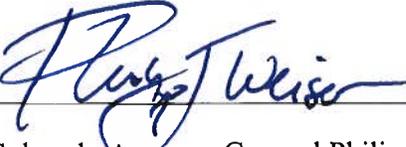
and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys’ fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).
5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 (“Litigating Participating Local Governments”).
6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the “Opioid Fee and Expense Committee”). The Opioid Fee and Expense Committee shall consist of the following five (5) members:
 - a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;
 - b. One (1) member appointed by CML from a litigating city;
 - c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;
 - d. One (1) member appointed by the Attorney General’s Office; and
 - e. One (1) neutral member jointly appointed by all of the other members listed above.
7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.
9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the “common benefit” and “contingency fee” calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.
10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.
11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.
12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government’s attorneys’ fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.
13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this 26 day of August, 2021 by:



Colorado Attorney General Philip J. Weiser

This **Colorado Opioids Settlement Memorandum of Understanding** is signed
this ____ day of _____, ____ by:

Name & Title Jonathan Houck, Chair

On behalf of Gunnison County, Colorado

Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. INTERVENTION

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.
8. Develop best practices on addressing OUD in the workplace.
9. Support assistance programs for health care providers with OUD.
10. Engage non-profits and faith community as a system to support outreach for treatment.

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.
7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. PEOPLE IN TREATMENT AND RECOVERY

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

II. PREVENTION

F. PRESCRIBING PRACTICES

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

- a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
6. Educating dispensers on appropriate opioid dispensing.

G. MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.
5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

H. OVERDOSE DEATHS AND OTHER HARMS

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Free naloxone for anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase electronic prescribing to prevent diversion and forgery.

K. COMMUNITY LEADERSHIP

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. STAFFING AND TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

N. OTHER

1. Administrative costs for any of the approved purposes on this list.

Exhibit B

Colorado Local Governments*

| Government Name | County | Gov't Type | Multi-County |
|-------------------------|------------------|---------------|--------------|
| Adams County | Adams | County | |
| Arvada | Adams | City | 2 counties |
| Aurora | Adams | City | 3 counties |
| Bennett | Adams | City | 2 counties |
| Brighton | Adams | City | 2 counties |
| Commerce City | Adams | City | |
| Federal Heights | Adams | City | |
| Lochbuie | Adams | City | 2 counties |
| Northglenn | Adams | City | 2 counties |
| Thornton | Adams | City | 2 counties |
| Westminster | Adams | City | 2 counties |
| Alamosa County | Alamosa | County | |
| Alamosa | Alamosa | City | |
| Hooper | Alamosa | City | |
| Arapahoe County | Arapahoe | County | |
| Aurora | Arapahoe | City | 3 counties |
| Bennett | Arapahoe | City | 2 counties |
| Bow Mar | Arapahoe | City | 2 counties |
| Centennial | Arapahoe | City | |
| Cherry Hills Village | Arapahoe | City | |
| Columbine Valley | Arapahoe | City | |
| Deer Trail | Arapahoe | City | |
| Englewood | Arapahoe | City | |
| Foxfield | Arapahoe | City | |
| Glendale | Arapahoe | City | |
| Greenwood Village | Arapahoe | City | |
| Littleton | Arapahoe | City | 3 counties |
| Sheridan | Arapahoe | City | |
| Archuleta County | Archuleta | County | |
| Pagosa Springs | Archuleta | City | |
| Baca County | Baca | County | |
| Campo | Baca | City | |
| Pritchett | Baca | City | |
| Springfield | Baca | City | |
| Two Buttes | Baca | City | |
| Vilas | Baca | City | |
| Walsh | Baca | City | |
| Bent County | Bent | County | |
| Las Animas | Bent | City | |
| Boulder County | Boulder | County | |
| Boulder | Boulder | City | |
| Erie | Boulder | City | 2 counties |
| Jamestown | Boulder | City | |
| Lafayette | Boulder | City | |

Colorado Local Governments*

| Government Name | County | Gov't Type | Multi-County |
|---------------------------|--------------------|--------------------|--------------|
| Longmont | Boulder | City | 2 counties |
| Louisville | Boulder | City | |
| Lyons | Boulder | City | |
| Nederland | Boulder | City | |
| Superior | Boulder | City | 2 counties |
| Ward | Boulder | City | |
| Broomfield | Broomfield | City/County | |
| Chaffee County | Chaffee | County | |
| Buena Vista | Chaffee | City | |
| Poncha Springs | Chaffee | City | |
| Salida | Chaffee | City | |
| Cheyenne County | Cheyenne | County | |
| Cheyenne Wells | Cheyenne | City | |
| Kit Carson | Cheyenne | City | |
| Clear Creek County | Clear Creek | County | |
| Central City | Clear Creek | City | 2 counties |
| Empire | Clear Creek | City | |
| Georgetown | Clear Creek | City | |
| Idaho Springs | Clear Creek | City | |
| Silver Plume | Clear Creek | City | |
| Conejos County | Conejos | County | |
| Antonito | Conejos | City | |
| La Jara | Conejos | City | |
| Manassa | Conejos | City | |
| Romeo | Conejos | City | |
| Sanford | Conejos | City | |
| Costilla County | Costilla | County | |
| Blanca | Costilla | City | |
| San Luis | Costilla | City | |
| Crowley County | Crowley | County | |
| Crowley | Crowley | City | |
| Olney Springs | Crowley | City | |
| Ordway | Crowley | City | |
| Sugar City | Crowley | City | |
| Custer County | Custer | County | |
| Silver Cliff | Custer | City | |
| Westcliffe | Custer | City | |
| Delta County | Delta | County | |
| Cedaredge | Delta | City | |
| Crawford | Delta | City | |
| Delta | Delta | City | |
| Hotchkiss | Delta | City | |
| Orchard City | Delta | City | |
| Paonia | Delta | City | |

Colorado Local Governments*

| Government Name | County | Gov't Type | Multi-County |
|------------------------|-----------------|--------------------|--------------|
| Denver | Denver | City/County | |
| Dolores County | Dolores | County | |
| Dove Creek | Dolores | City | |
| Rico | Dolores | City | |
| Douglas County | Douglas | County | |
| Aurora | Douglas | City | 3 counties |
| Castle Pines | Douglas | City | |
| Castle Rock | Douglas | City | |
| Larkspur | Douglas | City | |
| Littleton | Douglas | City | 3 counties |
| Lone Tree | Douglas | City | |
| Parker | Douglas | City | |
| Eagle County | Eagle | County | |
| Avon | Eagle | City | |
| Basalt | Eagle | City | 2 counties |
| Eagle | Eagle | City | |
| Gypsum | Eagle | City | |
| Minturn | Eagle | City | |
| Red Cliff | Eagle | City | |
| Vail | Eagle | City | |
| El Paso County | El Paso | County | |
| Calhan | El Paso | City | |
| Colorado Springs | El Paso | City | |
| Fountain | El Paso | City | |
| Green Mountain Falls | El Paso | City | 2 counties |
| Manitou Springs | El Paso | City | |
| Monument | El Paso | City | |
| Palmer Lake | El Paso | City | |
| Ramah | El Paso | City | |
| Elbert County | Elbert | County | |
| Elizabeth | Elbert | City | |
| Kiowa | Elbert | City | |
| Simla | Elbert | City | |
| Fremont County | Fremont | County | |
| Brookside | Fremont | City | |
| Cañon City | Fremont | City | |
| Coal Creek | Fremont | City | |
| Florence | Fremont | City | |
| Rockvale | Fremont | City | |
| Williamsburg | Fremont | City | |
| Garfield County | Garfield | County | |
| Carbondale | Garfield | City | |
| Glenwood Springs | Garfield | City | |
| New Castle | Garfield | City | |

Colorado Local Governments*

| Government Name | County | Gov't Type | Multi-County |
|--------------------------|-------------------|---------------|--------------|
| Parachute | Garfield | City | |
| Rifle | Garfield | City | |
| Silt | Garfield | City | |
| Gilpin County | Gilpin | County | |
| Black Hawk | Gilpin | City | |
| Central City | Gilpin | City | 2 counties |
| Grand County | Grand | County | |
| Fraser | Grand | City | |
| Granby | Grand | City | |
| Grand Lake | Grand | City | |
| Hot Sulphur Springs | Grand | City | |
| Kremmling | Grand | City | |
| Winter Park | Grand | City | |
| Gunnison County | Gunnison | County | |
| Crested Butte | Gunnison | City | |
| Gunnison | Gunnison | City | |
| Marble | Gunnison | City | |
| Mount Crested Butte | Gunnison | City | |
| Pitkin | Gunnison | City | |
| Hinsdale County | Hinsdale | County | |
| Lake City | Hinsdale | City | |
| Huerfano County | Huerfano | County | |
| La Veta | Huerfano | City | |
| Walsenburg | Huerfano | City | |
| Jackson County | Jackson | County | |
| Walden | Jackson | City | |
| Jefferson County | Jefferson | County | |
| Arvada | Jefferson | City | 2 counties |
| Bow Mar | Jefferson | City | 2 counties |
| Edgewater | Jefferson | City | |
| Golden | Jefferson | City | |
| Lakeside | Jefferson | City | |
| Lakewood | Jefferson | City | |
| Littleton | Jefferson | City | 3 counties |
| Morrison | Jefferson | City | |
| Mountain View | Jefferson | City | |
| Superior | Jefferson | City | 2 counties |
| Westminster | Jefferson | City | 2 counties |
| Wheat Ridge | Jefferson | City | |
| Kiowa County | Kiowa | County | |
| Eads | Kiowa | City | |
| Haswell | Kiowa | City | |
| Sheridan Lake | Kiowa | City | |
| Kit Carson County | Kit Carson | County | |

Colorado Local Governments*

| Government Name | County | Gov't Type | Multi-County |
|--------------------------|-------------------|---------------|--------------|
| Bethune | Kit Carson | City | |
| Burlington | Kit Carson | City | |
| Flagler | Kit Carson | City | |
| Seibert | Kit Carson | City | |
| Stratton | Kit Carson | City | |
| Vona | Kit Carson | City | |
| La Plata County | La Plata | County | |
| Bayfield | La Plata | City | |
| Durango | La Plata | City | |
| Ignacio | La Plata | City | |
| Lake County | Lake | County | |
| Leadville | Lake | City | |
| Larimer County | Larimer | County | |
| Berthoud | Larimer | City | 2 counties |
| Estes Park | Larimer | City | |
| Fort Collins | Larimer | City | |
| Johnstown | Larimer | City | 2 counties |
| Loveland | Larimer | City | |
| Timnath | Larimer | City | 2 counties |
| Wellington | Larimer | City | |
| Windsor | Larimer | City | 2 counties |
| Las Animas County | Las Animas | County | |
| Aguilar | Las Animas | City | |
| Branson | Las Animas | City | |
| Cokedale | Las Animas | City | |
| Kim | Las Animas | City | |
| Starkville | Las Animas | City | |
| Trinidad | Las Animas | City | |
| Lincoln County | Lincoln | County | |
| Arriba | Lincoln | City | |
| Genoa | Lincoln | City | |
| Hugo | Lincoln | City | |
| Limon | Lincoln | City | |
| Logan County | Logan | County | |
| Crook | Logan | City | |
| Fleming | Logan | City | |
| Iliff | Logan | City | |
| Merino | Logan | City | |
| Peetz | Logan | City | |
| Sterling | Logan | City | |
| Mesa County | Mesa | County | |
| Collbran | Mesa | City | |
| De Beque | Mesa | City | |
| Fruita | Mesa | City | |

Colorado Local Governments*

| Government Name | County | Gov't Type | Multi-County |
|-------------------------|------------------|---------------|--------------|
| Grand Junction | Mesa | City | |
| Palisade | Mesa | City | |
| Mineral County | Mineral | County | |
| City of Creede | Mineral | City | |
| Moffat County | Moffat | County | |
| Craig | Moffat | City | |
| Dinosaur | Moffat | City | |
| Montezuma County | Montezuma | County | |
| Cortez | Montezuma | City | |
| Dolores | Montezuma | City | |
| Mancos | Montezuma | City | |
| Montrose County | Montrose | County | |
| Montrose | Montrose | City | |
| Naturita | Montrose | City | |
| Nucla | Montrose | City | |
| Olathe | Montrose | City | |
| Morgan County | Morgan | County | |
| Brush | Morgan | City | |
| Fort Morgan | Morgan | City | |
| Hillrose | Morgan | City | |
| Log Lane Village | Morgan | City | |
| Wiggins | Morgan | City | |
| Otero County | Otero | County | |
| Cheraw | Otero | City | |
| Fowler | Otero | City | |
| La Junta | Otero | City | |
| Manzanola | Otero | City | |
| Rocky Ford | Otero | City | |
| Swink | Otero | City | |
| Ouray County | Ouray | County | |
| Ouray | Ouray | City | |
| Ridgway | Ouray | City | |
| Park County | Park | County | |
| Alma | Park | City | |
| Fairplay | Park | City | |
| Phillips County | Phillips | County | |
| Haxtun | Phillips | City | |
| Holyoke | Phillips | City | |
| Paoli | Phillips | City | |
| Pitkin County | Pitkin | County | |
| Aspen | Pitkin | City | |
| Basalt | Pitkin | City | 2 counties |
| Snowmass Village | Pitkin | City | |
| Prowers County | Prowers | County | |

Colorado Local Governments*

| Government Name | County | Gov't Type | Multi-County |
|--------------------------|-------------------|---------------|--------------|
| Granada | Prowers | City | |
| Hartman | Prowers | City | |
| Holly | Prowers | City | |
| Lamar | Prowers | City | |
| Wiley | Prowers | City | |
| Pueblo County | Pueblo | County | |
| Boone | Pueblo | City | |
| Pueblo | Pueblo | City | |
| Rye | Pueblo | City | |
| Rio Blanco County | Rio Blanco | County | |
| Meeker | Rio Blanco | City | |
| Rangely | Rio Blanco | City | |
| Rio Grande County | Rio Grande | County | |
| Center | Rio Grande | City | 2 counties |
| Del Norte | Rio Grande | City | |
| Monte Vista | Rio Grande | City | |
| South Fork | Rio Grande | City | |
| Routt County | Routt | County | |
| Hayden | Routt | City | |
| Oak Creek | Routt | City | |
| Steamboat Springs | Routt | City | |
| Yampa | Routt | City | |
| Saguache County | Saguache | County | |
| Bonanza | Saguache | City | |
| Center | Saguache | City | 2 counties |
| Crestone | Saguache | City | |
| Moffat | Saguache | City | |
| Saguache | Saguache | City | |
| San Juan County | San Juan | County | |
| Silverton | San Juan | City | |
| San Miguel County | San Miguel | County | |
| Mountain Village | San Miguel | City | |
| Norwood | San Miguel | City | |
| Ophir | San Miguel | City | |
| Sawpit | San Miguel | City | |
| Telluride | San Miguel | City | |
| Sedgwick County | Sedgwick | County | |
| Julesburg | Sedgwick | City | |
| Ovid | Sedgwick | City | |
| Sedgwick | Sedgwick | City | |
| Summit County | Summit | County | |
| Blue River | Summit | City | |
| Breckenridge | Summit | City | |
| Dillon | Summit | City | |

Colorado Local Governments*

| Government Name | County | Gov't Type | Multi-County |
|--------------------------|-------------------|---------------|--------------|
| Frisco | Summit | City | |
| Montezuma | Summit | City | |
| Silverthorne | Summit | City | |
| Teller County | Teller | County | |
| Cripple Creek | Teller | City | |
| Green Mountain Falls | Teller | City | 2 counties |
| Victor | Teller | City | |
| Woodland Park | Teller | City | |
| Washington County | Washington | County | |
| Akron | Washington | City | |
| Otis | Washington | City | |
| Weld County | Weld | County | |
| Ault | Weld | City | |
| Berthoud | Weld | City | 2 counties |
| Brighton | Weld | City | 2 counties |
| Dacono | Weld | City | |
| Eaton | Weld | City | |
| Erie | Weld | City | 2 counties |
| Evans | Weld | City | |
| Firestone | Weld | City | |
| Fort Lupton | Weld | City | |
| Frederick | Weld | City | |
| Garden City | Weld | City | |
| Gilcrest | Weld | City | |
| Greeley | Weld | City | |
| Grover | Weld | City | |
| Hudson | Weld | City | |
| Johnstown | Weld | City | 2 counties |
| Keenesburg | Weld | City | |
| Kersey | Weld | City | |
| La Salle | Weld | City | |
| Lochbuie | Weld | City | 2 counties |
| Longmont | Weld | City | 2 counties |
| Mead | Weld | City | |
| Milliken | Weld | City | |
| Northglenn | Weld | City | 2 counties |
| Nunn | Weld | City | |
| Pierce | Weld | City | |
| Platteville | Weld | City | |
| Raymer (New Raymer) | Weld | City | |
| Severance | Weld | City | |
| Thornton | Weld | City | 2 counties |
| Timnath | Weld | City | 2 counties |
| Windsor | Weld | City | 2 counties |

Colorado Local Governments*

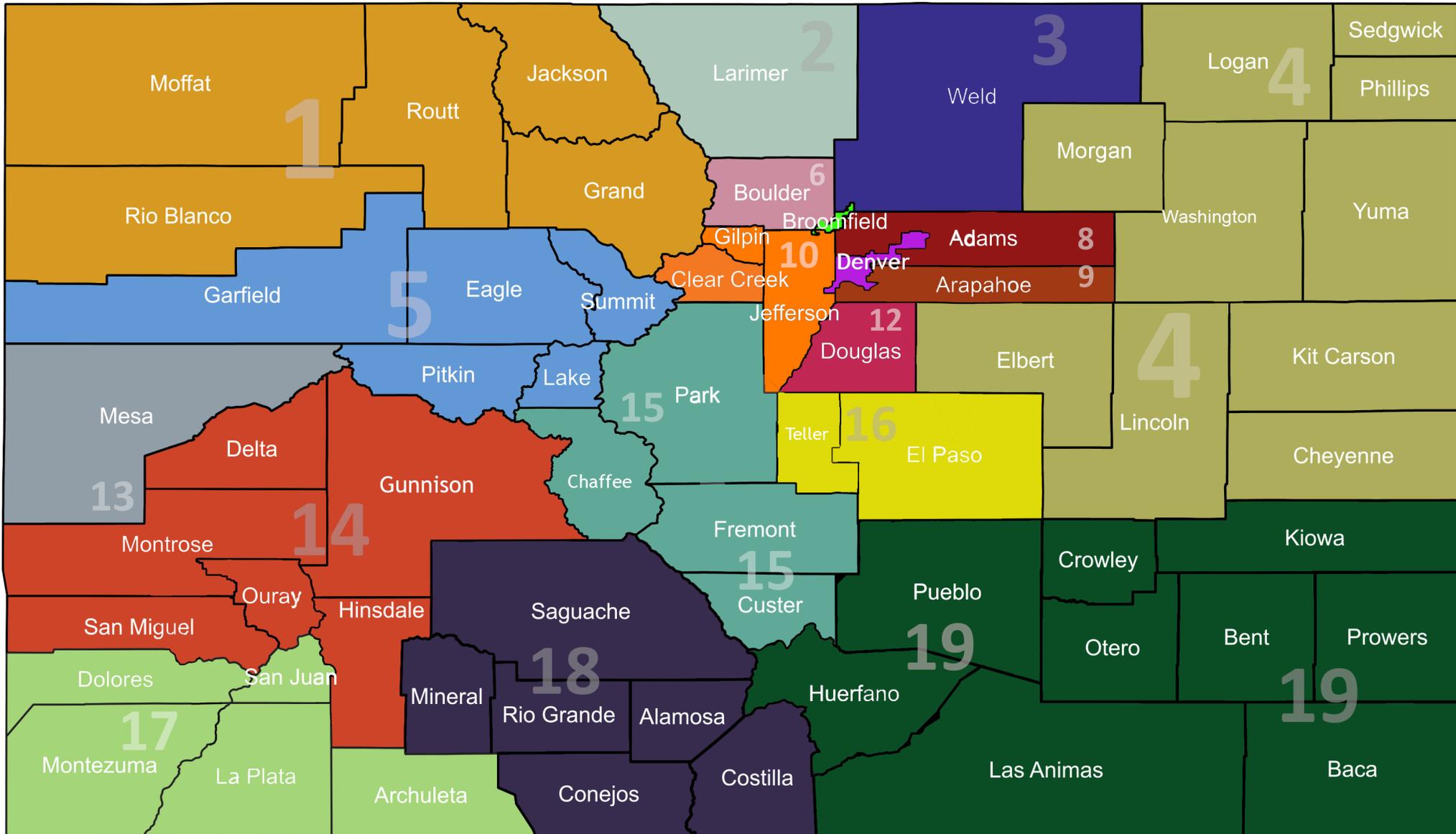
| Government Name | County | Gov't Type | Multi-County |
|--------------------|-------------|---------------|--------------|
| Yuma County | Yuma | County | |
| Eckley | Yuma | City | |
| Wray | Yuma | City | |
| Yuma | Yuma | City | |

*This list includes all 64 Colorado counties and all 271 municipalities listed in the 2019 Census. Cities located in multiple counties are listed under each corresponding county subheading. City and County of Denver and City and County of Broomfield are counted in both the city and county totals. The City of Carbonate is not included in this list, as there was no population in the 2019 Census data.

This list will be reconciled as necessary to be consistent with the terms of Settlement(s) with Opioid Settling Defendant(s)

Exhibit C

Regions for the distribution of opioid settlement funds



| | | | | |
|----------|-----------------------|--------------------|-----------|-----------|
| Region 1 | Region 5 | Region 9 | Region 13 | Region 17 |
| Region 2 | Region 6 | Region 10 | Region 14 | Region 18 |
| Region 3 | Region 7 (Broomfield) | Region 11 (Denver) | Region 15 | Region 19 |
| Region 4 | Region 8 | Region 12 | Region 16 | |

Exhibit D

Exhibit D - Allocations to Colorado County Areas

| County | Percentage of LG Share |
|-------------|------------------------|
| Adams | 9.4247% |
| Alamosa | 0.5081% |
| Arapahoe | 10.8071% |
| Archuleta | 0.1370% |
| Baca | 0.0592% |
| Bent | 0.1133% |
| Boulder | 5.7936% |
| Broomfield | 1.0014% |
| Chaffee | 0.3604% |
| Cheyenne | 0.0159% |
| Clear Creek | 0.1380% |
| Conejos | 0.2108% |
| Costilla | 0.0552% |
| Crowley | 0.0934% |
| Custer | 0.0412% |
| Delta | 0.5440% |
| Denver | 15.0042% |
| Dolores | 0.0352% |
| Douglas | 3.6696% |
| Eagle | 0.6187% |
| El Paso | 11.9897% |
| Elbert | 0.2804% |
| Fremont | 0.9937% |
| Garfield | 0.8376% |
| Gilpin | 0.0561% |
| Grand | 0.2037% |
| Gunnison | 0.1913% |
| Hinsdale | 0.0112% |
| Huerfano | 0.2505% |
| Jackson | 0.0310% |
| Jefferson | 10.5173% |
| Kiowa | 0.0142% |
| Kit Carson | 0.0940% |
| La Plata | 0.8127% |
| Lake | 0.0990% |
| Larimer | 6.5211% |
| Las Animas | 0.6304% |
| Lincoln | 0.0819% |
| Logan | 0.3815% |
| Mesa | 2.8911% |
| Mineral | 0.0039% |
| Moffat | 0.2326% |
| Montezuma | 0.4429% |

| | |
|--------------|------------------|
| Montrose | 0.5695% |
| Morgan | 0.4677% |
| Otero | 0.4486% |
| Ouray | 0.0535% |
| Park | 0.1674% |
| Phillips | 0.0714% |
| Pitkin | 0.1747% |
| Prowers | 0.1727% |
| Pueblo | 5.6757% |
| Rio Blanco | 0.1013% |
| Rio Grande | 0.2526% |
| Routt | 0.3837% |
| Saguache | 0.0666% |
| San Juan | 0.0097% |
| San Miguel | 0.1005% |
| Sedgwick | 0.0618% |
| Summit | 0.3761% |
| Teller | 0.6219% |
| Washington | 0.0357% |
| Weld | 3.8908% |
| Yuma | 0.0992% |
| TOTAL | 100.0000% |

Exhibit E

Exhibit E - Intracounty Allocations^{1,2}

The below chart depicts the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area, as described in Section (E)(3) of the MOU. The chart assumes full participation by all Local Governments

| Government Name | Intracounty Share |
|--------------------------|-------------------|
| Adams County | 68.3372% |
| Arvada (2 Counties) | 0.2632% |
| Aurora (3 Counties) | 4.6336% |
| Bennett (2 Counties) | 0.1670% |
| Brighton (2 Counties) | 1.4527% |
| Commerce City | 4.7314% |
| Federal Heights | 1.1457% |
| Lochbuie (2 Counties) | 0.0001% |
| Northglenn (2 Counties) | 2.0913% |
| Thornton (2 Counties) | 10.6435% |
| Westminster (2 Counties) | 6.5342% |

| | |
|----------------|----------|
| Alamosa County | 85.3075% |
| Alamosa | 14.6818% |
| Hooper | 0.0108% |

| | |
|------------------------|----------|
| Arapahoe County | 42.7003% |
| Aurora (3 Counties) | 35.5997% |
| Bennett (2 Counties) | 0.0324% |
| Bow Mar (2 Counties) | 0.0159% |
| Centennial | 0.4411% |
| Cherry Hills Village | 0.6685% |
| Columbine Valley | 0.1601% |
| Deer Trail | 0.0003% |
| Englewood | 5.5850% |
| Foxfield | 0.0372% |
| Glendale | 1.2289% |
| Greenwood Village | 2.8305% |
| Littleton (3 Counties) | 8.5654% |
| Sheridan | 2.1347% |

| | |
|------------------|----------|
| Archuleta County | 90.0864% |
| Pagosa Springs | 9.9136% |

| | |
|-------------|----------|
| Baca County | 85.9800% |
| Campo | 2.4443% |
| Pritchett | 1.5680% |
| Springfield | 7.0100% |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| Two Buttes | 0.4766% |
| Vilas | 0.9070% |
| Walsh | 1.6141% |

| | |
|-------------|----------|
| Bent County | 80.9608% |
| Las Animas | 19.0392% |

| | |
|-----------------------|----------|
| Boulder County | 47.6311% |
| Boulder | 31.7629% |
| Erie (2 Counties) | 0.3634% |
| Jamestown | 0.0086% |
| Lafayette | 3.3203% |
| Longmont (2 Counties) | 14.6833% |
| Louisville | 1.4455% |
| Lyons | 0.5916% |
| Nederland | 0.1646% |
| Superior (2 Counties) | 0.0258% |
| Ward | 0.0030% |

| | |
|------------------------|-----------|
| Broomfield County/City | 100.0000% |
|------------------------|-----------|

| | |
|----------------|----------|
| Chaffee County | 74.8440% |
| Buena Vista | 5.8841% |
| Poncha Springs | 4.2369% |
| Salida | 15.0350% |

| | |
|-----------------|----------|
| Cheyenne County | 66.8002% |
| Cheyenne Wells | 0.8586% |
| Kit Carson | 32.3412% |

| | |
|---------------------------|----------|
| Clear Creek County | 92.2164% |
| Central City (2 Counties) | 0.0000% |
| Empire | 0.3364% |
| Georgetown | 1.9063% |
| Idaho Springs | 4.7625% |
| Silver Plume | 0.7784% |

| | |
|----------------|----------|
| Conejos County | 77.1204% |
| Antonito | 4.6338% |
| La Jara | 2.4313% |
| Manassa | 1.0062% |
| Romeo | 2.4270% |
| Sanford | 12.3812% |

| Government Name | Intracounty Share |
|-----------------|-------------------|
|-----------------|-------------------|

| | |
|-----------------|----------|
| Costilla County | 97.3454% |
| Blanca | 1.2036% |
| San Luis | 1.4509% |

| | |
|----------------|----------|
| Crowley County | 80.7081% |
| Crowley | 4.3597% |
| Olney Springs | 8.3683% |
| Ordway | 0.1853% |
| Sugar City | 6.3786% |

| | |
|---------------|----------|
| Custer County | 96.6858% |
| Silver Cliff | 0.7954% |
| Westcliffe | 2.5188% |

| | |
|--------------|----------|
| Delta County | 76.3512% |
| Cedaredge | 3.6221% |
| Crawford | 0.4938% |
| Delta | 16.2658% |
| Hotchkiss | 1.0963% |
| Orchard City | 0.1473% |
| Paonia | 2.0236% |

| | |
|--------------------|-----------|
| Denver County/City | 100.0000% |
|--------------------|-----------|

| | |
|----------------|----------|
| Dolores County | 76.3307% |
| Dove Creek | 17.3127% |
| Rico | 6.3566% |

| | |
|------------------------|----------|
| Douglas County | 71.8404% |
| Aurora (3 Counties) | 0.2099% |
| Castle Pines | 0.2007% |
| Castle Rock | 13.5204% |
| Larkspur | 0.0856% |
| Littleton (3 Counties) | 0.0156% |
| Lone Tree | 5.2786% |
| Parker | 8.8487% |

| | |
|---------------------|----------|
| Eagle County | 60.8236% |
| Avon | 7.6631% |
| Basalt (2 Counties) | 2.2311% |
| Eagle | 3.1376% |
| Gypsum | 1.7469% |
| Minturn | 0.7771% |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| Red Cliff | 0.0957% |
| Vail | 23.5250% |

| | |
|-----------------------------------|----------|
| El Paso County | 18.4181% |
| Calhan | 0.0228% |
| Colorado Springs | 80.1161% |
| Fountain | 0.9892% |
| Green Mountain Falls (2 Counties) | 0.0149% |
| Manitou Springs | 0.2411% |
| Monument | 0.1492% |
| Palmer Lake | 0.0455% |
| Ramah | 0.0033% |

| | |
|---------------|----------|
| Elbert County | 86.5840% |
| Elizabeth | 10.2633% |
| Kiowa | 1.5455% |
| Simla | 1.6072% |

| | |
|----------------|----------|
| Fremont County | 60.7882% |
| Brookside | 0.0348% |
| Cañon City | 30.9017% |
| Coal Creek | 0.0476% |
| Florence | 8.0681% |
| Rockvale | 0.0687% |
| Williamsburg | 0.0907% |

| | |
|------------------|----------|
| Garfield County | 76.3371% |
| Carbondale | 2.4698% |
| Glenwood Springs | 11.8141% |
| New Castle | 1.4295% |
| Parachute | 1.0653% |
| Rifle | 5.2733% |
| Silt | 1.6110% |

| | |
|---------------------------|----------|
| Gilpin County | 46.8613% |
| Black Hawk | 46.3909% |
| Central City (2 Counties) | 6.7478% |

| | |
|---------------------|----------|
| Grand County | 80.1046% |
| Fraser | 2.4903% |
| Granby | 5.4008% |
| Grand Lake | 0.3174% |
| Hot Sulphur Springs | 0.1431% |
| Kremmling | 2.9284% |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| Winter Park | 8.6154% |

| | |
|---------------------|----------|
| Gunnison County | 88.9185% |
| Crested Butte | 2.3562% |
| Gunnison | 5.9501% |
| Marble | 0.1714% |
| Mount Crested Butte | 2.5657% |
| Pitkin | 0.0381% |

| | |
|-----------------|----------|
| Hinsdale County | 76.0940% |
| Lake City | 23.9060% |

| | |
|-----------------|----------|
| Huerfano County | 68.2709% |
| La Veta | 11.0719% |
| Walsenburg | 20.6572% |

| | |
|----------------|----------|
| Jackson County | 61.5339% |
| Walden | 38.4661% |

| | |
|--------------------------|----------|
| Jefferson County | 58.2140% |
| Arvada (2 Counties) | 11.9733% |
| Bow Mar (2 Counties) | 0.0087% |
| Edgewater | 0.6604% |
| Golden | 3.4815% |
| Lakeside | 0.0030% |
| Lakewood | 15.9399% |
| Littleton (3 Counties) | 0.6176% |
| Morrison | 0.2205% |
| Mountain View | 0.1344% |
| Superior (2 Counties) | 0.0000% |
| Westminster (2 Counties) | 5.4779% |
| Wheat Ridge | 3.2689% |

| | |
|---------------|----------|
| Kiowa County | 93.2138% |
| Eads | 5.3777% |
| Haswell | 0.6402% |
| Sheridan Lake | 0.7682% |

| | |
|-------------------|----------|
| Kit Carson County | 86.3178% |
| Bethune | 0.1841% |
| Burlington | 12.0640% |
| Flagler | 0.4264% |
| Seibert | 0.0291% |
| Stratton | 0.9012% |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| Vona | 0.0775% |

| | |
|-----------------|----------|
| La Plata County | 66.8874% |
| Bayfield | 1.6292% |
| Durango | 29.2985% |
| Ignacio | 2.1849% |

| | |
|-------------|----------|
| Lake County | 73.4523% |
| Leadville | 26.5477% |

| | |
|------------------------|----------|
| Larimer County | 56.0589% |
| Berthoud (2 Counties) | 0.4139% |
| Estes Park | 0.3502% |
| Fort Collins | 18.5702% |
| Johnstown (2 Counties) | 0.0711% |
| Loveland | 23.4493% |
| Timnath (2 Counties) | 0.2964% |
| Wellington | 0.3653% |
| Windsor (2 Counties) | 0.4248% |

| | |
|-------------------|----------|
| Las Animas County | 77.8076% |
| Aguilar | 0.0751% |
| Branson | 0.0101% |
| Cokedale | 0.0188% |
| Kim | 0.0101% |
| Starkville | 0.0087% |
| Trinidad | 22.0696% |

| | |
|----------------|----------|
| Lincoln County | 91.3222% |
| Arriba | 0.3444% |
| Genoa | 0.2222% |
| Hugo | 1.4778% |
| Limon | 6.6333% |

| | |
|--------------|----------|
| Logan County | 72.7982% |
| Crook | 0.0931% |
| Fleming | 0.3413% |
| Iliff | 0.0095% |
| Merino | 0.4702% |
| Peetz | 0.2029% |
| Sterling | 26.0848% |

| | |
|-------------|----------|
| Mesa County | 60.8549% |
| Collbran | 0.0920% |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| De Beque | 0.0123% |
| Fruita | 1.6696% |
| Grand Junction | 37.1505% |
| Palisade | 0.2208% |

| | |
|----------------|----------|
| Mineral County | 87.6744% |
| City of Creede | 12.3256% |

| | |
|---------------|----------|
| Moffat County | 91.7981% |
| Craig | 8.1862% |
| Dinosaur | 0.0157% |

| | |
|------------------|----------|
| Montezuma County | 79.6682% |
| Cortez | 18.6459% |
| Dolores | 0.6106% |
| Mancos | 1.0753% |

| | |
|-----------------|----------|
| Montrose County | 92.8648% |
| Montrose | 6.5980% |
| Naturita | 0.1551% |
| Nucla | 0.0703% |
| Olathe | 0.3118% |

| | |
|------------------|----------|
| Morgan County | 61.6991% |
| Brush | 8.5522% |
| Fort Morgan | 27.8214% |
| Hillrose | 0.1986% |
| Log Lane Village | 0.6424% |
| Wiggins | 1.0863% |

| | |
|--------------|----------|
| Otero County | 60.8168% |
| Cheraw | 0.1888% |
| Fowler | 1.0413% |
| La Junta | 25.9225% |
| Manzanola | 0.6983% |
| Rocky Ford | 8.8215% |
| Swink | 2.5109% |

| | |
|--------------|----------|
| Ouray County | 76.0810% |
| Ouray | 17.6541% |
| Ridgway | 6.2649% |

| | |
|-------------|----------|
| Park County | 96.3983% |
| Alma | 0.7780% |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| Fairplay | 2.8237% |

| | |
|-----------------|----------|
| Phillips County | 52.3463% |
| Haxtun | 13.9505% |
| Holyoke | 33.1803% |
| Paoli | 0.5228% |

| | |
|---------------------|----------|
| Pitkin County | 47.1379% |
| Aspen | 42.0707% |
| Basalt (2 Counties) | 1.1156% |
| Snowmass Village | 9.6757% |

| | |
|----------------|----------|
| Prowers County | 70.4524% |
| Granada | 0.9965% |
| Hartman | 0.3164% |
| Holly | 4.9826% |
| Lamar | 21.5860% |
| Wiley | 1.6661% |

| | |
|---------------|----------|
| Pueblo County | 54.6622% |
| Boone | 0.0019% |
| Pueblo | 45.3350% |
| Rye | 0.0008% |

| | |
|-------------------|----------|
| Rio Blanco County | 78.2831% |
| Meeker | 9.1326% |
| Rangely | 12.5843% |

| | |
|---------------------|----------|
| Rio Grande County | 68.0724% |
| Center (2 Counties) | 0.7713% |
| Del Norte | 6.7762% |
| Monte Vista | 20.4513% |
| South Fork | 3.9288% |

| | |
|-------------------|----------|
| Routt County | 58.5353% |
| Hayden | 1.0679% |
| Oak Creek | 0.6360% |
| Steamboat Springs | 39.4499% |
| Yampa | 0.3109% |

| | |
|---------------------|----------|
| Saguache County | 92.8796% |
| Bonanza | 0.1367% |
| Center (2 Counties) | 6.3687% |
| Crestone | 0.0137% |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| Moffat | 0.3553% |
| Saguache | 0.2460% |

| | |
|-----------------|----------|
| San Juan County | 87.0423% |
| Silverton | 12.9577% |

| | |
|-------------------|----------|
| San Miguel County | 48.7493% |
| Mountain Village | 25.7930% |
| Norwood | 0.4078% |
| Ophir | 0.0816% |
| Sawpit | 0.0272% |
| Telluride | 24.9411% |

| | |
|-----------------|----------|
| Sedgwick County | 98.7331% |
| Julesburg | 0.3830% |
| Ovid | 0.0295% |
| Sedgwick | 0.8544% |

| | |
|---------------|----------|
| Summit County | 57.0567% |
| Blue River | 0.5011% |
| Breckenridge | 26.1112% |
| Dillon | 4.1421% |
| Frisco | 6.5096% |
| Montezuma | 0.0169% |
| Silverthorne | 5.6623% |

| | |
|-----------------------------------|----------|
| Teller County | 66.1557% |
| Cripple Creek | 17.2992% |
| Green Mountain Falls (2 Counties) | 0.0322% |
| Victor | 3.1685% |
| Woodland Park | 13.3445% |

| | |
|-------------------|----------|
| Washington County | 99.1320% |
| Akron | 0.7659% |
| Otis | 0.1021% |

| | |
|-----------------------|----------|
| Weld County | 51.9387% |
| Ault | 0.3202% |
| Berthoud (2 Counties) | 0.0061% |
| Brighton (2 Counties) | 0.0927% |
| Dacono | 0.6104% |
| Eaton | 0.4573% |
| Erie (2 Counties) | 0.8591% |
| Evans | 4.5121% |

| Government Name | Intracounty Share |
|-------------------------|-------------------|
| Firestone | 1.4648% |
| Fort Lupton | 0.8502% |
| Frederick | 1.2228% |
| Garden City | 0.1514% |
| Gilcrest | 0.1580% |
| Greeley | 30.6922% |
| Grover | 0.0852% |
| Hudson | 0.0066% |
| Johnstown (2 Counties) | 1.5416% |
| Keenesburg | 0.0215% |
| Kersey | 0.1378% |
| La Salle | 0.4128% |
| Lochbuie (2 Counties) | 0.4004% |
| Longmont (2 Counties) | 0.0154% |
| Mead | 0.0941% |
| Milliken | 1.5373% |
| Northglenn (2 Counties) | 0.0030% |
| Nunn | 0.2558% |
| Pierce | 0.0948% |
| Platteville | 0.3712% |
| Raymer (New Raymer) | 0.0597% |
| Severance | 0.0403% |
| Thornton (2 Counties) | 0.0000% |
| Timnath (2 Counties) | 0.0000% |
| Windsor (2 Counties) | 1.5865% |

| | |
|-------------|----------|
| Yuma County | 75.5598% |
| Eckley | 2.5422% |
| Wray | 10.2148% |
| Yuma | 11.6832% |

¹These allocations are based on the allocation model used in the Negotiation Class website. The allocation model is the product of prolonged and intensive research, analysis, and discussion by and among members of the court-appointed Plaintiffs' Executive Committee and Settlement Committee and their retained public health and health economics experts, as well as a series of meetings with scores of cities, counties and subdivisions. Additional information about the allocation model is available on the Negotiation Class website.

The allocations in the Negotiation Class website use two different methodologies:

County-Level Allocation

The allocation model uses three factors, based on reliable, detailed, and objective data collected and reported by the federal government, to determine the share of a settlement fund that each county will receive. The three factors are: (1) the amount of opioids shipped to the county, (2) the number of opioid deaths in that county, and (3) the number of people who suffer opioid use disorder in that county.

County/Municipal-Level Allocation

The county/municipal-level allocation is a default allocation to be used if another agreement is not reached between the county and its constituent cities. The formula uses U.S. Census Bureau data on local government spending. This data covers cities and counties for 98% of the U.S. population. If a jurisdiction lacked this data, it was extrapolated based on available data.

²The municipalities of Bow Mar, Johnstown, and Timnath were not reflected as being in multiple counties in the Negotiation Class website. The estimated allocations to those cities are based on the same methodology used in the website, in consultation with the expert. For cities in multiple counties, please see each county in which that city lies.

Exhibit F

| Regional Allocations | | |
|-----------------------------|---------------------------|--------------------------|
| Region Number | Region Description | Total State Share |
| 1 | Northwest | 0.9522% |
| 2 | Larimer | 6.5211% |
| 3 | Weld | 3.8908% |
| 4 | Logan | 1.5896% |
| 5 | North Central | 2.1061% |
| 6 | Boulder | 5.7936% |
| 7 | Broomfield | 1.0014% |
| 8 | Adams | 9.4247% |
| 9 | Arapahoe | 10.8071% |
| 10 | Jefferson | 10.7114% |
| 11 | Denver | 15.0042% |
| 12 | Douglas | 3.6696% |
| 13 | Mesa | 2.8911% |
| 14 | Southwest | 1.4700% |
| 15 | Central | 1.5627% |
| 16 | El Paso/Teller | 12.6116% |
| 17 | Southwest Corner | 1.4375% |
| 18 | South Central | 1.0973% |
| 19 | Southeast | 7.4580% |
| Total | | 100.0000% |

Exhibit G

Regional Governance Models

A. Membership Structure

Single-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
 - 1 or 2 representatives appointed by the county (can be commissioners)
 - 1 representative appointed from the public health department
 - 1 representative from the county human services department
 - 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - 1 representative appointed from a municipal or county court system within region
 - 1-3 representatives (total) appointed by the cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors)
 - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional but strongly encouraged)
 - Representatives from behavioral health providers
 - Representatives from health care providers
 - Recovery/treatment experts
 - Other county or city representatives
 - A representative from the Attorney General's Office
 - Community representative(s), preferably those with lived experience with the opioid crisis
 - Harm reduction experts

Multi-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
 - 1 representative appointed by each county (can be commissioners)
 - 1 representative appointed by a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors)
 - 1 representative from each public health department within the region
 - 1 representative from a county human services department
 - At least 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - 1 representative from a municipal or county court system within region
 - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional)
 - Representatives from behavioral health providers

- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General’s Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

Single-County Single-City Regions (Denver & Broomfield)

1. Voting Members (Recommended List: Participating Local Government to Decide)¹

- 1 representative appointed by the city and county
- 1 representative appointed from the public health department
- 1 representative from the county human services department
- 1 representative appointed from law enforcement within region (sheriff, police, district attorney, etc.)
- 1 representative appointed from a municipal or county court system within region
- Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional)

- Representatives from behavioral health providers
- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General’s Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

B. Member Terms

- Regions may establish terms of appointment for members. Appointment terms may be staggered.

C. Procedures

- Regions will be governed by an intergovernmental agreement (“IGA”) or memorandum of understanding (“MOU”).
- Regions may adopt the Model Colorado Regional Opioid Intergovernmental Agreement, attached here as Exhibit G-1, in its entirety or alter or amend it as they deem appropriate.

¹ In Denver, the Mayor shall make voting member appointments to the Regional Council. In Broomfield, the City and County Manager shall make voting member appointments to the Regional Council.

- Regions may establish their own procedures through adoption of bylaws (model bylaws to be made available).
- Meetings of regional board/committee shall be open to the public and comply with the Colorado Open Meetings Law (including requirement to keep minutes).

D. Financial Responsibility/Controls

- A local government entity shall nominate and designate a fiscal agent for the Region.
- A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado. However, the Regional fiscal agent also can change over time.
- Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.
- Yearly reporting by fiscal agent (using standard form) to the Abatement Council.
- All documents subject to CORA.

E. Conflicts of Interest

- Voting members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

F. Ethics Laws

- Voting members shall abide by applicable state or local ethics laws, as appropriate.

G. Authority

- The Regional Council for each region shall have authority to decide how funds allocated to the region shall be distributed in accordance with the Colorado MOU and shall direct the fiscal agent accordingly.
- Any necessary contracts will be entered into by the fiscal agent, subject to approval by the Regional Council.

H. Legal Status

- The region shall not be considered a separate legal entity, unless the Participating Local Governments decide, through an IGA, to create a separate governmental entity.

Exhibit G-1

MODEL COLORADO REGIONAL OPIOID
INTERGOVERNMENTAL AGREEMENT²

THIS MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “Regional Agreement”) is made between _____, a Participating Local Government, as defined in the Colorado MOU, in the _____ Region (“_____”) and _____, a Participating Local Government in the _____ Region, (“_____”), individually herein a “Regional PLG” and collectively the “Regional PLGs.””

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on _____ 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU³;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

² This Model Regional Agreement is meant to serve as an example for the various Regions and to facilitate the flow of Opioid Funds to their intended purposes. Regions are free to adopt this Regional Agreement in its entirety or alter or amend it as they deem appropriate.

³ When drafting agreements like this Regional Agreement, Regional PLGs should be conscious of the definitions used therein so as not to confuse such definitions with those used in the Colorado MOU. The Definitions in the Colorado MOU shall supersede any definitions used by Regional PLGs in a Regional Agreement.

WHEREAS, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield).

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU⁴. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
3. **REGIONAL COUNCIL**.
 - 3.1. **Purpose:** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.
 - 3.2. **Membership:** The Regional Council of a Multi-County or Single County Region shall consist of the following:
 - a. **Multi-County Region:**
 - (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
 - (1) 1 representative appointed by each county (can be commissioners).
 - (2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional

⁴ See FN 2, *supra*.

Council.

- (3) 1 representative from each public health department within the region.
- (4) 1 representative from a county human services department.
- (5) At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).
- (6) 1 representative from a municipal or county court system within the region.

b. Single-County Region:

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
 - (1) 1 or 2 representatives appointed by the county (can be commissioners)
 - (2) 1 representative appointed from the public health department
 - (3) 1 representative from the county human services department
 - (4) 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - (5) 1 representative appointed from a municipal or county court system within region
 - (6) 1-3 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.
 - (7) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of

funds)

- c. **Non-Voting Members.** For both Multi-County and Single County Regions, Non-Voting Members are optional but are strongly encouraged. Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following, not to include potential recipients of funds:
 - (i) Representatives from behavioral health providers.
 - (ii) Representatives from health care providers.
 - (iii) Recovery/treatment experts.
 - (iv) Other county or city representatives.
 - (v) A representative from the Attorney General's Office.
 - (vi) Community representative(s), preferably those with lived experience with the opioid crisis.
 - (vii) Harm reduction experts.
- d. **Acting Chair:** The Voting Members for both Multi-County and Single-County Regions shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.
- e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. In order to do so, within sixty (60) days of the first Settlement being entered, CCI and CML shall jointly recommend six (6) Voting Members, and so long as such recommendations comply with the terms of Section 3.2 (a) or (b), the Regional Council shall consist of CCI/CML's recommended Members for

an initial term not to exceed one year.⁵ Thereafter, Voting Members shall be appointed in accordance with Section 3.2 (a) or (b) and shall serve two-year terms. Following the expiration of that two-year term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a) or (b).

- (i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.
- (ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority,

⁵ Local Governments within Multi-County or Single County Regions may decide to select initial Voting Members of the Regional Council between themselves and without CCI and CML involvement. However, the Regional Council must be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court.

it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.9. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The Regional Council shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Term: A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

4.4. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the

Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.5. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. DISPUTES WITHIN REGION. In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest

possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
9. **AUTHORIZED REPRESENTATIVES.** Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLGs designate their authorized representatives under this Regional Agreement as follows:
 - 9.1. _____ designates the ____ of the _____ or their designee(s).
 - 9.2. _____ designates the ____ of the _____ or their designee(s).
10. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
11. **TERM.** The Regional Agreement will commence on _____, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the "Term").
12. **INFORMATIONAL OBLIGATIONS.** Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
13. **CONFIDENTIALITY.** The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional

Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.

14. GOVERNING LAW; VENUE. This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

15. TERMINATION. The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG’s decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG’s decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (e).

16. NOTICES. “Key Notices” under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed

received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the following addresses:

17. GENERAL TERMS AND CONDITIONS

- 17.1. Independent Entities.** The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 17.2. Assignment.** This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.
- 17.3. Integration and Amendment.** This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

- 17.4. No Construction Against Drafting Party.** The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.
- 17.5. Captions and References.** The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 17.6. Statutes, Regulations, and Other Authority.** Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.
- 17.7. Conflict of Interest.** No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.
- 17.8. Inurement.** The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.
- 17.9. Survival.** Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.
- 17.10. Waiver of Rights and Remedies.** This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a

Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

17.11. No Third-Party Beneficiaries. Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

17.12. Records Retention. The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

17.13. Execution by Counterparts; Electronic Signatures and Records. This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

17.14. Authority to Execute. Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

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Colorado Opioids Settlement Memorandum of Understanding **Summary**

Below is a brief overview of the key provisions outlined in the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”). The Colorado MOU was signed by Colorado Attorney General Phil Weiser on August 26, 2021. In order to receive the full settlement payments for all of Colorado, strong participation by local governments signing on to the Colorado MOU is necessary.

Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement in the sharing and distribution of opioid settlement funds. The points below summarize the framework laid out in the Colorado MOU for distributing and sharing opioids settlement proceeds throughout Colorado. Please see the full Colorado MOU and exhibits for additional details.

While Colorado’s local governments are currently being asked to participate in recent settlements with the “Big 3” Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and Johnson & Johnson, the Colorado MOU is intended to apply to all current and future opioid settlements.

A. Allocation of Settlement Funds

The Colorado MOU provides the framework for fairly dividing and sharing settlement proceeds among the state and local governments in Colorado. Under the Colorado MOU, settlement proceeds will be distributed as follows:

- 1. 10%** directly to the State (“State Share”)
- 2. 20%** directly to Participating Local Governments (“LG Share”)
- 3. 60%** directly to Regions (“Regional Share”)
- 4. 10%** to specific abatement infrastructure projects (“Statewide Infrastructure Share”)

Under the Colorado MOU, all settlement funds must be used only for “Approved Purposes,” a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder (“OUD”) treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

B. General Abatement Fund Council

A General Abatement Fund Council (the “Abatement Council”), consisting of representatives appointed by the State and Participating Local Governments, will ensure that the distribution of opioid funds complies with the terms of any settlement and the terms of the Colorado MOU. The Abatement Council will consist of 13 members, seven appointed by the State and six appointed by the Participating Local Governments.

C. Local Government Share (20%)

Twenty percent of settlement funds will be paid directly to Participating Local Governments. Exhibit D to the Colorado MOU lists the percentage to each County Area (that is, the county government plus the municipalities within that county), and Exhibit E further breaks down those allocations to an intracounty level using a default allocation.

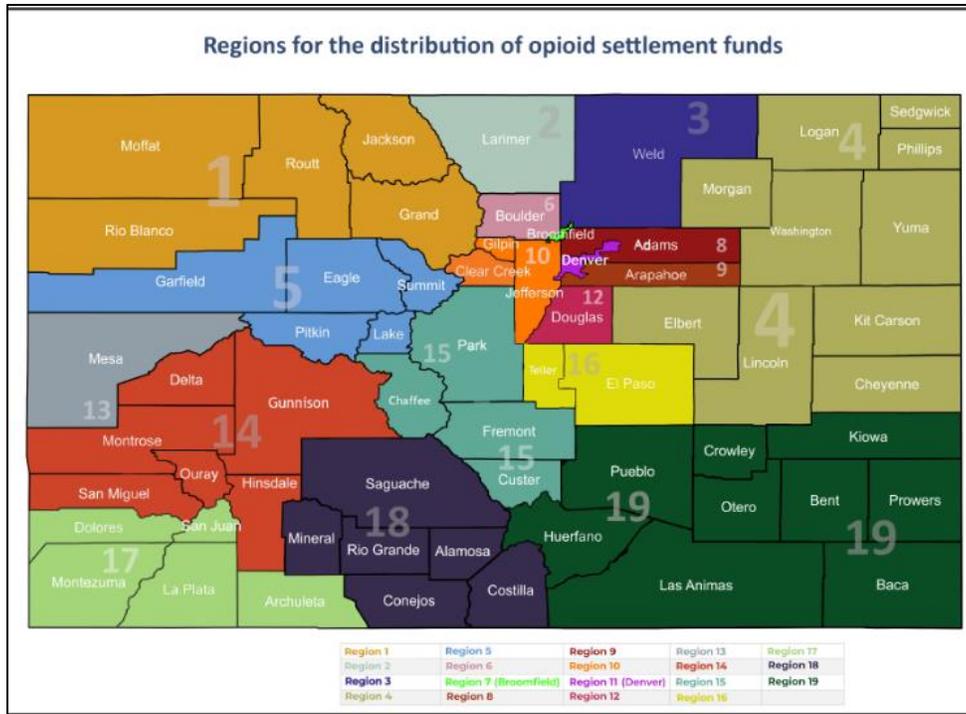
The allocations to each County Area in Exhibit D are based on three factors that address critical causes and effects of the opioid crisis: (1) the number of persons suffering opioid use disorder in the county; (2) the number of opioid overdose deaths that occurred in the county; and (3) the amount of opioids distributed within the county.

The intracounty allocations in Exhibit E are a default allocation that will apply unless the local governments in a County Area enter into a written agreement providing for a different allocation. These allocations are based on a model, developed by health economist experts, which uses data from the State and Local Government Census on past spending relevant to opioid abatement.

Participating Local Governments will provide data on expenditures from the LG Share to the Abatement Council on an annual basis. If a local government wishes, it may forego its LG Share and direct it to the Regional Share. A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG Share that it would have received will instead be re-allocated to the Regional Share for the region where that local government is located.

D. Regional Share (60%)

Sixty percent of settlement funds will be allocated to single- or multi-county regions made up of local governments. These regions were drawn by local governments to make use of existing local infrastructure and relationships. The regional map is shown below, as well as in Exhibit C to the Colorado MOU:



Allocations to regions will be calculated according to the percentages in Exhibit F. Each region will create its own “Regional Council” to determine what Approved Purposes to fund with that region’s allocation from the Regional Share. Regional governance models are attached to the Colorado MOU as Exhibit G. Each region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate, subject to the terms of the Colorado MOU. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

A local government that chooses not to participate or sign onto the Colorado MOU shall not receive any opioid funds from the Regional Share and shall not participate in the Regional Councils.

E. State Share (10%)

Ten percent of settlement funds will be allocated directly to the State for statewide priorities in combating the opioid epidemic. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado. On an annual basis, the State shall provide all data on expenditures from the State Share, including administrative costs, to the Abatement Council.

F. Statewide Infrastructure Share (10%)

Ten percent of the settlement funds will be allocated to a Statewide Infrastructure Share to promote capital improvements and provide operational assistance for the development or improvement of infrastructure necessary to abate the opioid crisis anywhere in Colorado.

The Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

G. Attorneys' Fees and Expenses Paid Through a Back-Stop Fund

To a large extent, the national opioid settlements occurred because of the pressure that litigating entities and their counsel exerted on defendants through their lawsuits. The attorneys' fee provision equitably allocates the cost of attorneys' fees, while also allowing non-litigating entities to share in the 25% premium for releases by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements. The work that was done by the litigating entities and their law firms in the litigation has substantially contributed to achieving the settlements that are currently being offered and those that are anticipated in the future.

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund.

Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys' fees and costs are paid, will go back to the local governments.

H. Participation in the Colorado MOU and Expected Timeline

The MOU was designed to ensure that as many local governments as possible would agree to its terms. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. On August 26, 2021, Colorado Attorney General Phil Weiser signed the MOU. It is projected that settlement funds from the "Big 3" Distributor/Johnson & Johnson settlements could be made available as soon as July 2022 and will be distributed within Colorado according to the MOU.

Along with the MOU, each local government will need to sign a Subdivision Settlement Participation Form for each of the settlements (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached. That 95% participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.

A copy of the MOU with signature pages for each local government, the Subdivision Settlement Participation Forms, and the Colorado Subdivision Escrow Agreement will be

provided by the Attorney General's Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

| | |
|---|---|
| <p><u>For Counties:</u></p> <p>Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203</p> <p>Email: Kyley Burress at KBurress@ccionline.org Katie First at KFirst@ccionline.org</p> | <p><u>For Municipalities:</u></p> <p>Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203</p> <p>Email: opioidsettlement@cml.org</p> |
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If you have any questions, please reach out to Heidi Williams of the Colorado AG's office at Heidi.Williams@coag.gov.

Colorado Opioids Settlement MOU: Frequently Asked Questions

1. What does this “settle” and why does Colorado need an MOU?

Nationwide settlements have been reached with the “Big 3” opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and opioid manufacturer Johnson & Johnson to resolve claims by state and local governments that these companies contributed to the opioid epidemic. The claims being settled include those raised by local governments in the national multi-district litigation (“MDL”), *In Re: National Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). More information about these settlements can be found at <https://nationalopioidsettlement.com/>.

The Colorado MOU establishes the framework for distributing and sharing these settlement proceeds throughout Colorado. Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement. It is expected that the Colorado MOU will also be used for settlements with other opioid defendants in the future, including any settlement from Purdue Pharma’s bankruptcy proceeding. Colorado Attorney General Phil Weiser signed the MOU on August 26, 2021. The Colorado MOU is included in this packet from the Attorney General’s Office and can also be found at www.coag.gov/opioids.

2. Who put together the Colorado MOU?

Local government officials from across Colorado were involved in the negotiation of the Colorado MOU with the Attorney General’s Office. County commissioners, mayors, county and city attorneys, and other stakeholders came together with the assistance of Colorado Counties, Inc. (“CCI”) and the Colorado Municipal League (“CML”) to establish the framework and negotiate the details of the Colorado MOU.

3. How much money will Colorado receive and over what period of time?

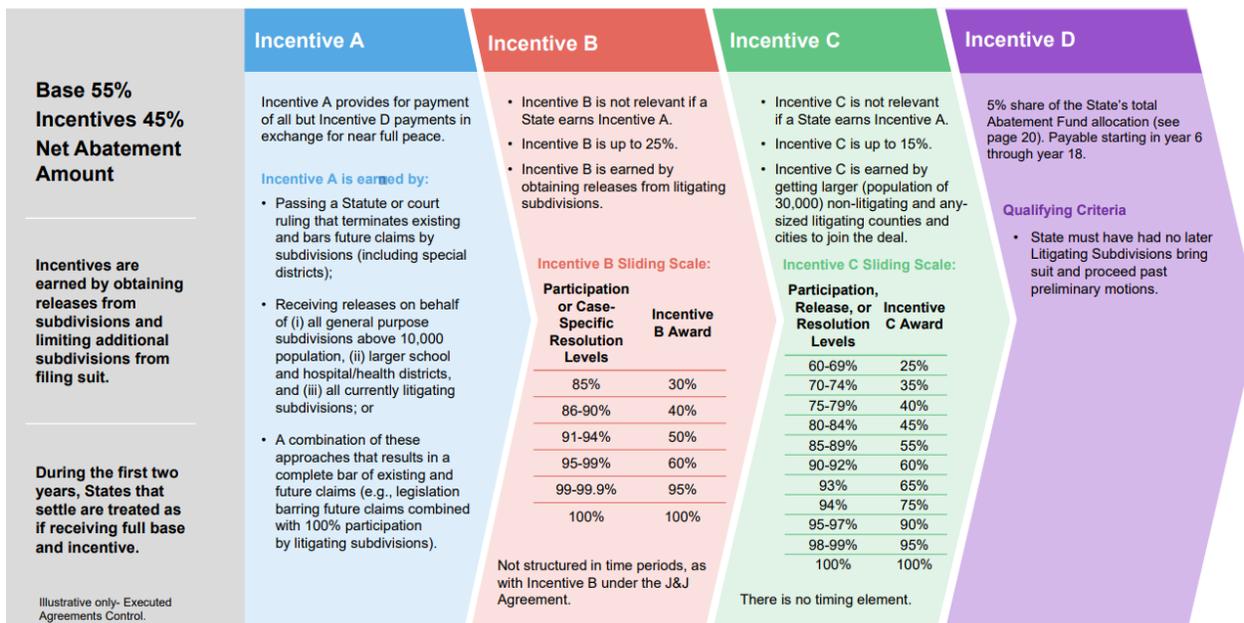
Funds from the Big 3 and Johnson & Johnson settlements will be distributed over a period of years. The Big 3 distributors will pay a maximum of \$21 billion over 18 years, while Johnson & Johnson will pay a maximum of \$5 billion over no more than nine years. In total, up to approximately \$22.8 billion in settlement proceeds will be payable to state and local subdivisions nationwide. Each state receives a percentage of that recovery, and Colorado’s maximum share from these settlements will likely be more than \$300 million.

However, as discussed more below, Colorado will receive its maximum share of settlement payments only if enough local governments sign on to the deal. Also, the settling defendants have the option to “walk away” from the deals if there is not enough participation, so it is important that a “critical mass” of local governments signs on soon. Otherwise, the entire deal could fall through.

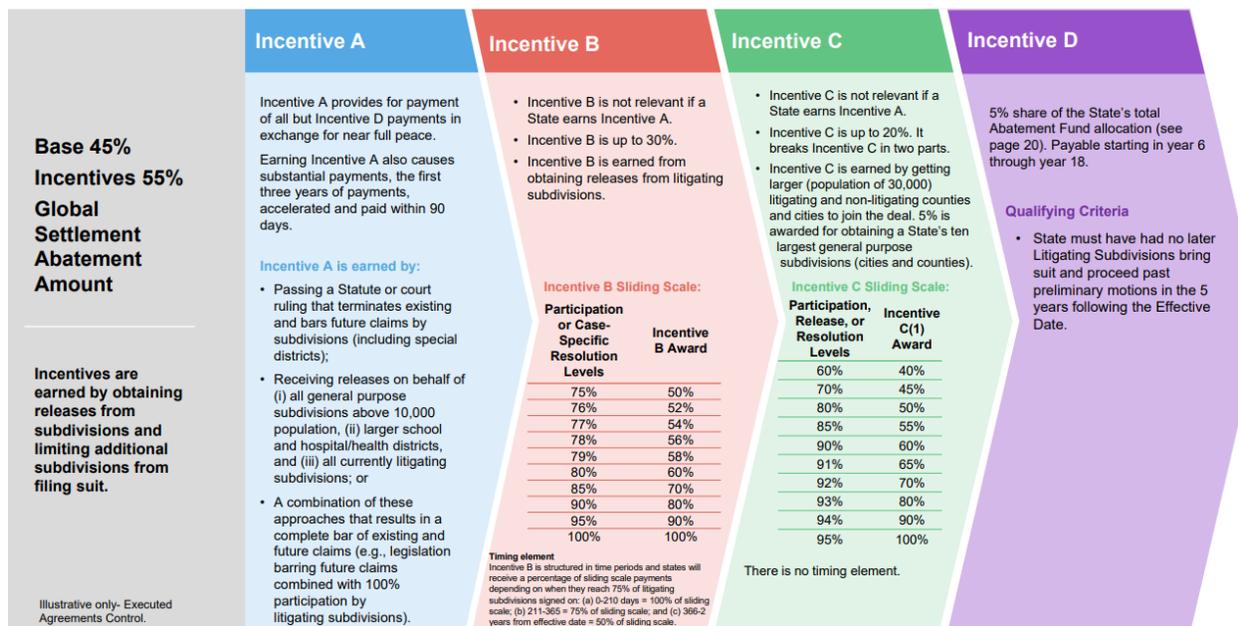
4. How can we maximize Colorado’s recovery?

The MOU was designed to ensure that as many local governments as possible would agree to its terms. The Big 3 Distributor and Johnson & Johnson settlements include incentive payments based on how many governments participate. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. Local governments should sign the Colorado Subdivision Escrow Agreement to ensure their legal claims are released only when 95% participation by local governments has been reached, which secures significant incentive payments under these settlement agreements. For more information on the incentive payments, please see the graphics below:

DISTRIBUTORS: Base and Incentives



JOHNSON & JOHNSON: Base and Incentives



5. Is participation limited to litigating entities?

No, participation is not limited to governments that filed suit in the opioid litigation. Money from these settlements will be used for opioid crisis abatement in communities across Colorado, regardless of whether they have chosen to sue. All Colorado local governments are eligible to participate in the settlements and join the MOU, and the MOU does **not** allocate more funds to cities and counties that chose to file suit—all cities and counties in Colorado are allocated funds based on the same objective factors.

6. How will settlement proceeds be divided within the state under the Colorado MOU?

Under the Colorado MOU, settlement proceeds will be distributed as follows:

- 10% directly to the State (“State Share”)
- 20% directly to Participating Local Governments (“LG Share”)
- 60% directly to Regions (“Regional Share”)
- 10% to specific abatement infrastructure projects (“Statewide Infrastructure Share”)

7. How will the money be spent?

Under the Colorado MOU, all settlement funds must be used only for “Approved Purposes,” a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder (“OUD”) treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing

supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

To ensure that settlement funds are in fact used only for Approved Purposes, a General Abatement Fund Council (the “Abatement Council”) will be formed. This committee will consist of thirteen representatives appointed by the State and Participating Local Governments to ensure opioid funds are spent in compliance with the terms of the settlements and the Colorado MOU.

8. How will direct payments to local governments be allocated?

Under the Colorado MOU, 20% of the settlement funds will be paid directly to local governments. A list of the percentage of settlement funds that will be allocated to each County Area (that is, the county government plus the municipalities within that county) is Exhibit D to the Colorado MOU. Those allocations are further broken down to an intracounty level in Exhibit E, which is a default allocation.

The allocations to each County Area are based on three factors that address the relative severity of the opioid crisis: (a) the number of persons suffering from Opioid Use Disorder in the county; (b) the number of opioid overdose deaths in the county; and (c) the amount of opioids distributed within the county (measured in Morphine Milligram Equivalent units).

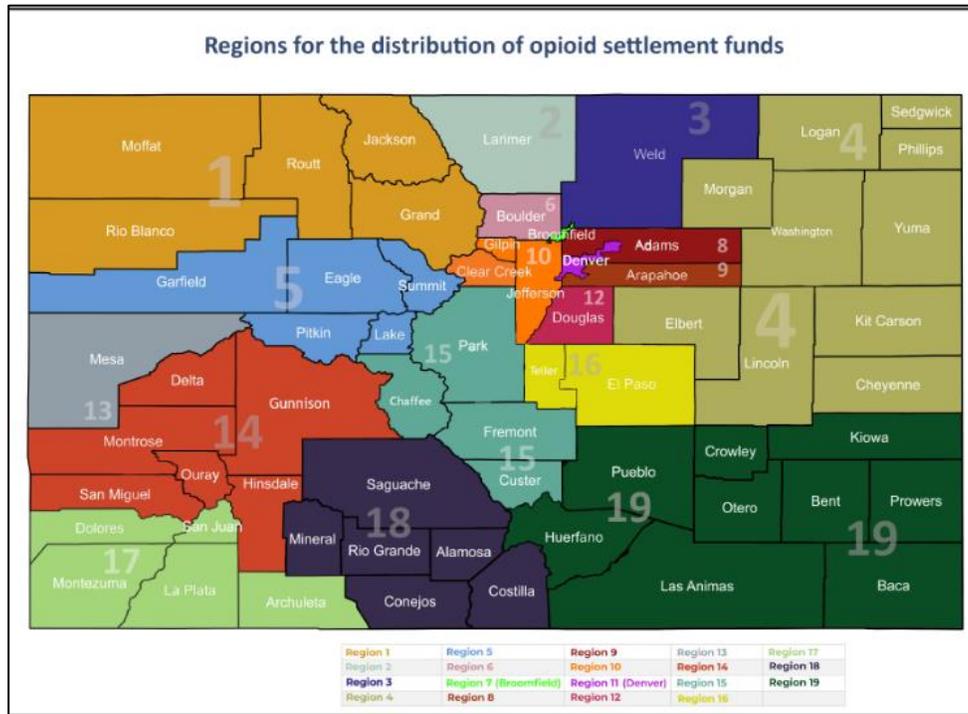
The intracounty allocations in Exhibit E are based on a default allocation model that will apply unless the local governments in a County Area enter into an agreement that provides for a different allocation model. These allocations are based on a model developed by health economist experts, which use data from the State and Local Governments Census on past spending relevant to opioid abatement.

To ensure transparency and that settlement funds are used for Approved Purposes, local governments that receive settlement funds directly will be required to provide expenditure data to the Abatement Council on an annual basis. Local governments that wish to join the MOU but do not wish to receive any direct payments have the option to redirect their payments to the Regional allocation described below.

A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG share that it would have received will instead be re-allocated to the Regional Share described below.

9. How will payments to Regions be allocated?

Under the Colorado MOU, 60% of the settlement funds will be allocated to single- or multi-county regions made up of local governments. Local governments in Colorado worked collaboratively to develop the Regional Map, which emphasizes existing local infrastructure and relationships. The regional map is below, as well as included in the Colorado MOU as Exhibit C:



For more information on the percentages of settlement funds that will be allocated to each Region, please see Exhibit F of the Colorado MOU.

10. How will the Regions be governed?

Each Region will create its own “Regional Council” consisting of members from the constituent local governments to determine what Approved Purposes to fund with the Region’s allocation. The Regional Council will have the power to make spending decisions in the Region. The Regions will designate a fiscal agent prior to receiving any settlement funds. Regional governance models are attached to the Colorado MOU as Exhibit G. Each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

11. How will the Statewide Infrastructure Share work?

Many stakeholders have expressed a need for capital improvements across Colorado, and particularly in underserved areas, to abate the opioid crisis. The Colorado MOU directly addresses this by allocating 10% of settlement funds going to these projects. This money will be distributed by a statewide committee based on need. The Abatement Council will establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

12. How will attorneys' fees and expenses be paid?

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. The attorneys' fee provision in the Colorado MOU equitably allocates the cost of attorneys' fees across all local governments, while also allowing non-litigating entities to share in the 25% premium for releases signed by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements.

Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund. Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys' fees and costs are paid, will go back to the local governments.

13. Why is this a great result for local governments?

The Colorado MOU will ensure effective and efficient use of funds without dilution or diversion of opioid settlement money to unrelated purposes or unnecessary overhead expenses. In the Colorado MOU the local governments control 80% of the settlement funds.

- Bottom-Up Approach – The need is at the local level, so the resources should be, too.
- Local Voices – The communities bearing the brunt of this burden must have a meaningful seat at the table to make decisions about where resources go.
- Flexibility – The Colorado MOU provides an opportunity for local governments to decide how to entrust their own regional funds without unnecessary red tape.

14. How do I sign the MOU?

Local governments should sign four documents.

a. First is the MOU.

b. Next, each local government will need to sign a Subdivision Settlement Participation Form for each of the **two settlements** (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements.

c. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached, which secures a significant portion of the incentive payments described in FAQ 4, above. Under the terms of the Colorado Subdivision Escrow Agreement, CCI (for counties) or

CML (for municipalities) will hold the MOUs and the Subdivision Settlement Participation Forms for each of the settlements in escrow until 95% participation by local governments has been reached as to specified incentive payments under the respective settlement agreements.

Copies of the Subdivision Settlement Participation Forms, the MOU with signature pages for each local government, and the Colorado Subdivision Escrow Agreement will be provided by the Attorney General’s Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

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| <p><u>For Counties:</u> Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203</p> <p>Email: Kyley Burress KBurress@ccionline.org Katie First KFirst@ccionline.org</p> | <p><u>For Municipalities:</u> Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203</p> <p>Email: opioidsettlement@cml.org</p> |
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If you have any questions, please reach out to Heidi Williams of the Colorado AG’s office at Heidi.Williams@coag.gov.

EXHIBIT K

Settlement Participation Form

| | |
|--|-----------|
| Governmental Entity: Gunnison County | State: CO |
| Authorized Official: Jonathan Houck, Board Chair | |
| Address 1: c/o County Attorney Matthew Hoyt | |
| Address 2: 200 East Virginia Avenue | |
| City, State, Zip: Gunnison, CO 81230 | |
| Phone: (970) 641-5300 | |
| Email: mhoyt@gunnisoncounty.org | |

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Jonathan Houck

Title: Chair, Board of County Commissioners

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

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|--|-----------|
| Governmental Entity: Gunnison County | State: CO |
| Authorized Official: Jonathan Houck, Board Chair | |
| Address 1: c/o County Attorney Matthew Hoyt | |
| Address 2: 200 East Virginia Avenue | |
| City, State, Zip: Gunnison, CO 81230 | |
| Phone: (970) 641-5300 | |
| Email: mhoyt@gunnisoncounty.org | |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Jonathan Houck

Title: Chair, Board of County Commissioners

Date: _____

Colorado Subdivision Escrow Agreement

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| Governmental Entity: Gunnison County | State: CO |
| Authorized Official: Jonathan Houck, Board Chair | |
| Address 1: c/o County Attorney Matthew Hoyt | |
| Address 2: 200 East Virginia Avenue | |
| City, State, Zip: Gunnison, CO 81230 | |
| Phone: (970) 641-5300 | |
| Email: mhoyt@gunnisoncounty.org | |

The governmental entity identified above (“*Governmental Entity*”) hereby provides Colorado Counties, Inc. (for counties) or the Colorado Municipal League (for municipalities) (“*Escrow Agent*”) the enclosed copies of the Governmental Entity’s endorsed Subdivision Settlement Participation Forms and the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”), to be held in escrow. The Subdivision Settlement Participation Forms apply respectively to (1) the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, dated July 21, 2021 (“*Distributor Settlement*”); and (2) the National Settlement Agreement with Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson, dated July 21, 2021 (“*J&J Settlement*”). Pursuant to this Agreement, the Subdivision Settlement Participation Forms and the Colorado MOU will be released only if there is 95% participation by local governments in Colorado as further explained below.

Purpose of this Agreement

By endorsing a Subdivision Settlement Participation Form in the Distributor Settlement and the J&J Settlement, a governmental entity agrees to participate in those settlements and release any legal claims it has or may have against those settling pharmaceutical companies. This Colorado Subdivision Escrow Agreement is meant to ensure that the legal claims of governmental entities in Colorado will be released only when 95% participation by certain governmental entities has been reached. That 95% participation threshold is important because it signals to the settling pharmaceutical companies that the settlement has wide acceptance which will then secure significant incentive payments under these settlement agreements.

Escrow

The Escrow Agent shall promptly report the receipt of any Governmental Entity’s endorsed Subdivision Settlement Participation Forms and Colorado MOUs to the Colorado Attorney General’s Office and to the law firm of Keller Rohrback L.L.P. These documents shall be released by the Escrow Agent to the Colorado Attorney General’s Office if and when the Escrow Agent is notified by the Attorney General’s Office and Keller Rohrback that that the threshold 95% participation levels have been reached for both the Distributor Settlement and the J&J Settlement, as further described below. If by December 29, 2021, the Escrow Agent has not received notification that the threshold 95% levels have been reached for both the Distributor Settlement and the J&J Settlements, then the documents being escrowed shall be returned to the Governmental Entities and all copies shall be destroyed.

Distributor Settlement

The Attorney General’s Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the percentages of populations eligible for Incentives B and C, as described in Sections IV.F.2 and IV.F.3 of the Distributor Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages of populations eligible for Incentives B and C under the Distributor Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

J&J Settlement

The Attorney General’s Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the Participation or Case-Specific Resolution Levels for Incentives B and C, as described in Sections V.E.5 and V.E.6 of the J&J Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages or populations eligible for Incentives B and C under the J&J Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

Colorado Subdivision Name Gunnison County, CO

Authorized Signature

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Continued Public Hearing; Tincup Street Vacation R

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Sally Kuisle

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a continuation of a public hearing to consider the street vacation request for a portion of Laurel Street presented by Sally Kuisle

Fiscal Impact: Applicant pays fees and costs

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

This is not to approve the request. Simply that the postponed hearing must be opened and then continued once more to the 11/2/21 meeting.
ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 10/15/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/15/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 5

Agenda Date: 10/19/2021

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 Basin Park Drive
Gunnison, CO 81230

NOTICE OF PUBLIC HEARING REGARDING PETITION TO
VACATE A PORTION OF A CERTAIN STREET
IN THE TOWN OF TINCUP, COLORADO

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Sally Kuisle and Lyle & Cheryl Rieger (Humming Bird Properties, LLC) to vacate a portion of a certain street in the Town of Tincup, Colorado. The portion of the street that the petitioners seeks to have vacated is described as follows:

That portion of Laurel Street adjacent to Lots 18-24, Block 14, and Lots 1-7, Block 13, Town of Tincup, County of Gunnison, State of Colorado. The public hearing will be held on **September 7, 2021, at 8:50 a.m.** in the **Commissioners Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado.** The public is invited to attend via zoom.

/s/ Marlene Crosby
Public Works Director

Gunnison Country Times: Publish as a Legal Notice for the weeks of 8/16/21 and 8/23/21.

**Street Vacation Checklist
Items from the Applicant**

| | | | | |
|-----|--|-----|----|-----|
| #1. | Application Letter (Kuisle/Hummingbird) | Yes | No | N/A |
| | Signed Letter | Yes | No | N/A |
| | Location Map | Yes | No | N/A |
| #2 | Identification of Area to be Vacated | Yes | No | N/A |
| | Narrative describing the area | Yes | No | N/A |
| | Shown on a map/plat/etc | Yes | No | N/A |
| #3. | Application Fees Paid | Yes | No | N/A |
| #4. | Certified Mail to Adjacent Property Owners (copies of receipts) | Yes | No | N/A |

August 2, 2021

Marlene Crosby
Gunnison County Roads and Bridges

I am requesting that a portion of Laurel Street in Tin Cup, Colorado, be vacated.

This is a dead end portion that borders the west end of my property at 132 Laurel St., Tin Cup.

This end of Laurel St. runs into the above grade American Mt. road and is impassable due to the road elevation and a steep grade.

My neighbors, Lyle and Cheryl Rieger of Hummingbird Properties LLC, are agreeable and will be sending in their request.

The purpose of this request is to make our old septic system compliant. We were recently surprised to learn that it is in the road and the leach field extends onto the Riegers property.

I have hired Sara Bergstrom of Williams Engineering to design the new septic system. She has surveyed the situation and using my 30 feet of the vacated road is the only option.

I am willing to cluster my lots and will be starting that process.

Thank you,
Sally Kuisle
4622 47th St.
Boulder, Co.
303-829-2621

August 6, 2021

Marlene Crosby
Gunnison County Roads and Bridges
Vacation of Laurel Street Tincup, CO

Humming Bird Properties, LLC supports the vacation of Laurel Street next to the property located at 155 Laurel Street.

This portion of Laurel Street is a dead end and is impassable by both vehicle and pedestrians. The street dead ends at American Mountain and is very rocky and steep.

The most important reason for the vacation is that the Kuisle Septic System was installed in the street and on the Humming Bird Properties, LLC property. The leach field runs under the deck of this property.

The vacation of Laurel Street will allow the Kuisles to install a septic system on their property and close and eliminate the leach field on the property at 155 Laurel Street.

Lyle and Cheryl Rieger
Humming Bird Properties, LLC
Managers

Marlene Crosby

From: Sally Kuisle <bigsal100@yahoo.com>
Sent: Tuesday, July 6, 2021 4:50 PM
To: Marlene Crosby
Cc: sara.bergstrom@scjalliance.com; lyle rieger; cheryl rieger
Subject: Sally Kuisle/ Tin Cup 132 Laurel St. - To Vacate Dead End portion
Attachments: Tin Cup Plat.pdf; PDF2921-01.pdf

[EXTERNAL SENDER - USE CAUTION]

Hi Marlene,

This is Sally Spencer Kuisle in Tin Cup/ Boulder. We have communicated over the years, starting with my mother's Tin Cup property and Eleanor McAuliffe's misadventures way back in the 1980s and recently being on the TCCA BOD.

Today, I need to vacate the north end of Laurel St. that borders my property at 132 Laurel St. This section of Laurel St. dead ends because it is blocked by American Mountain's road going up their hill.

My neighbors, Lyle & Cheryl Rieger- Hummingbird Properties LLC, are on the other side of 60' Laurel St. and are agreeable to this closure.

I've hired William Engineering, Sara Bergstrom, to design a new septic system. Our present system originated in late 1970's with Roy Cranor and Hap Channel as installers. It turns out that the solo leach line runs fully across Laurel St. and onto the Rieger's property.

I had no idea of this design. As you can see from my survey, my cabin lies on the edge of our property.

The cabin at 132 Laurel St. is on the NW part of Block 14, Lots 18-24. I also own Lots 5,6,7 and 9,10 of Block 14.

There's no other direction for our septic system to go but west onto the road because of water wells and hillside. Again the road dead ends with no possible outlet to the north.

How shall I proceed in getting this section of Laurel St. closed?

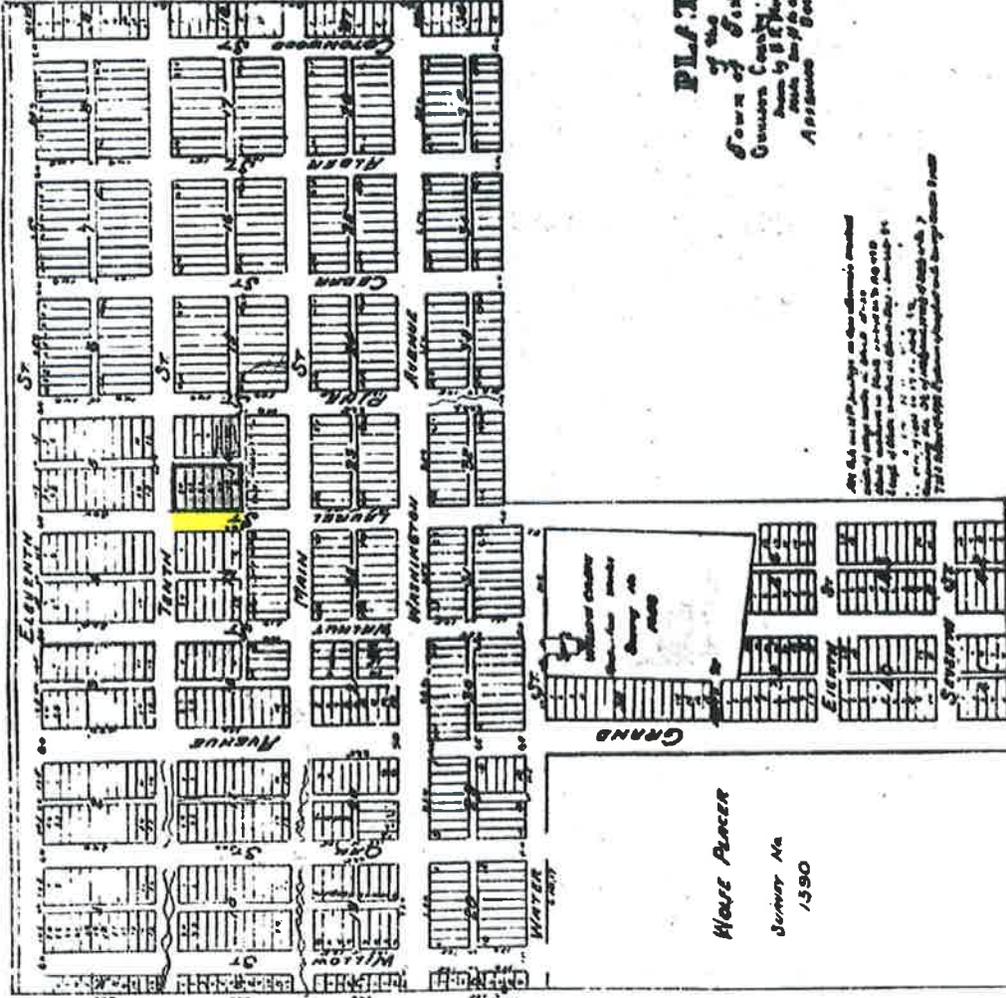
Thanks so much,

Sally S. Kuisle

303-829-2621

970-641-1017

I hereby certify that the herein is a correct representation of the city of the City and County of Denver as approved by the Board of Public Works on the 7th day of August 1900.



PLAT
of the
Town of **St. Clair**
Gunnison County, Colorado
shown by **W. H. Bennett** Surveyor
made on the 14th day of August 1900
Approved Dec 7th 1900

Any lot or lots shown on this plat which are not shown on the original plat of the same town or city shall be void and of no effect. The original plat of the same town or city shall be the only one to be relied upon.

House Placer
Survey No
1390

STATE OF COLORADO
County of Gunnison
Filed for Record at 1 o'clock
P M Dec 12 1900, and
cert. Recorded in Book
Page
D. C. Steiner, Recorder
Per: J. E. P.

I hereby certify that the herein is a correct representation of the city of the City and County of Denver as approved by the Board of Public Works on the 7th day of August 1900.

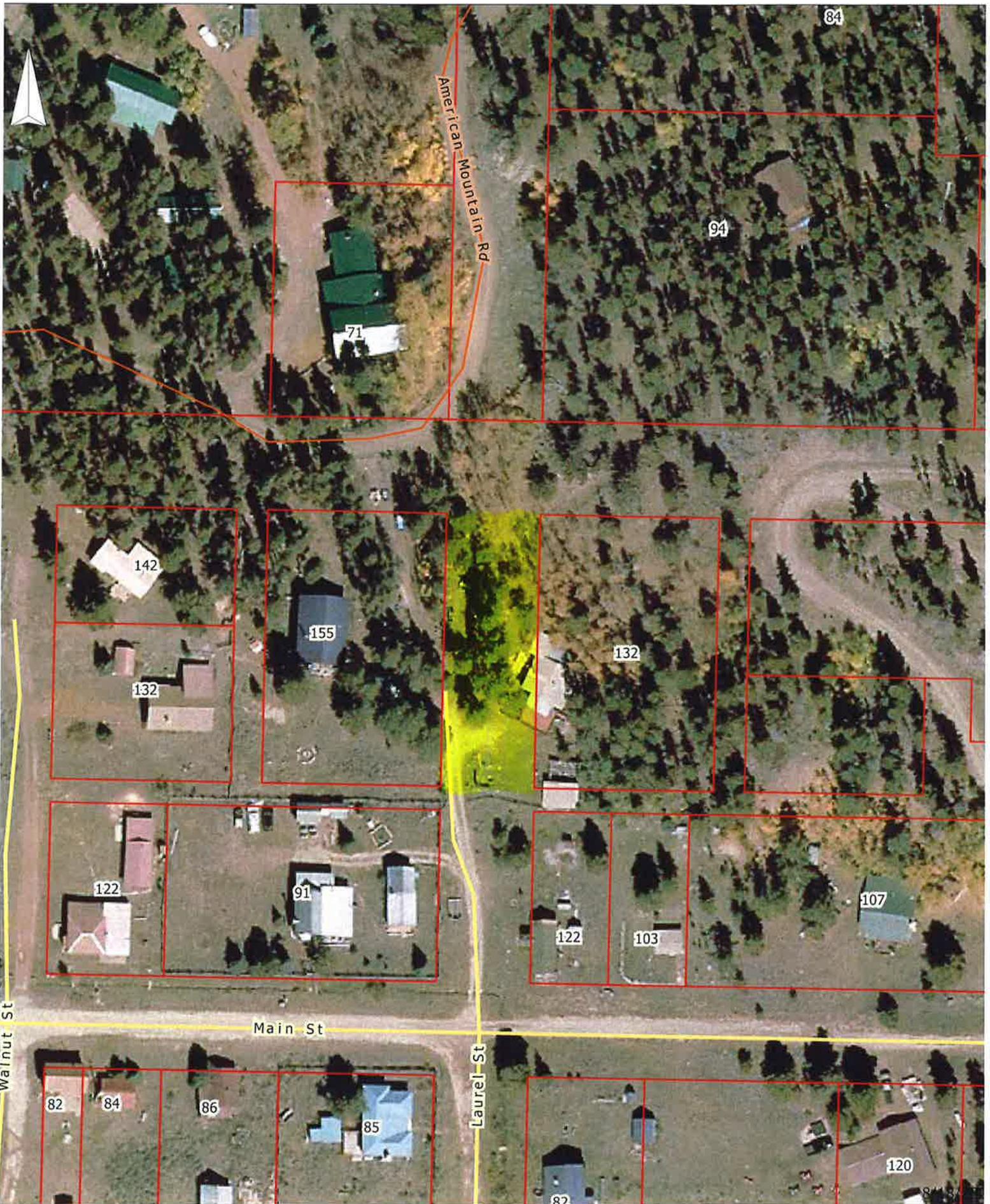
BLOCK 14 and part of BLOCK 15
 TOWNSITE OF TINCUP
 GUNNISON COUNTY, COLORADO

SCALE 1 INCH = 30 FEET



BIGLOW LAND SURVEYORS
 P.O. Box 112, Tincup, Colorado 81221
 (719) 533-8336

Law Done for 1911 and Pine Street by S.A. Red. 7th 1912



Scale = 1:970

The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data

Summary

Account Number R007759
 Parcel Number 3427-074-13-002
 Account Type Residential
 Economic Area Econ Area 8
 Tax District 601
 Mill Levy 55.561
 Property Location 132 LAUREL ST , TINCUP AREA
 Neighborhood TAYLOR PARK
 LEA TINCUP IMP LARGE BLDG SITE >5000 SQFT (80430)
 Subdivision TINCUP (TOWN OF)
 Condo N/A
 Legal Description LOTS 18-24, BLOCK 14, TINCUP
 Parcel Notes N/A



[View Map](#)

Note: Legal Description above is abbreviated for use on Assessor records and is not valid for use on legal documents.

Owner

Owner
KUISLE SALLY S REVOCABLE TRUST
 4622 47TH ST
 BOULDER, CO 80301-1710

Business Name

Current Assessment Information

| | 2021 |
|---------------------------|-----------|
| + Land Actual Value | \$42,460 |
| + Building Actual Value | \$112,500 |
| = Total Actual Value | \$154,960 |
| | |
| + Land Assessed Value | \$3,040 |
| + Building Assessed Value | \$8,040 |
| = Total Assessed Value | \$11,080 |

Prior Year Assessment Information

| Year | Actual Value | Assessed Value | Mill Levy | Ad Valorem Taxes |
|------|--------------|----------------|-----------|------------------|
| 2020 | \$155,020 | \$11,080 | 55.561 | \$615.62 |
| 2019 | \$155,020 | \$11,080 | 54.316 | \$601.82 |
| 2018 | \$156,630 | \$11,270 | 55.788 | \$628.73 |
| 2017 | \$156,630 | \$11,270 | 56.488 | \$636.62 |
| 2016 | \$159,220 | \$12,670 | 56.272 | \$712.96 |
| 2015 | \$159,220 | \$12,670 | 55.585 | \$704.28 |
| 2014 | \$136,530 | \$10,860 | 56.853 | \$617.43 |
| 2013 | \$136,530 | \$10,860 | 50.446 | \$547.86 |
| 2012 | \$141,510 | \$11,260 | 44.797 | \$504.40 |
| 2011 | \$141,510 | \$11,260 | 44.988 | \$506.56 |
| 2010 | \$155,240 | \$12,360 | 41.575 | \$513.87 |
| 2009 | \$155,240 | \$12,360 | 40.414 | \$499.52 |
| 2008 | \$126,690 | \$10,080 | 42.029 | \$423.64 |
| 2007 | \$126,690 | \$10,080 | 36.828 | \$371.24 |
| 2006 | \$116,290 | \$9,250 | 44.434 | \$411.00 |

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 |
|----------------------|-------------|-------|-------------|-------------|------------------------------|----------------|------------------|
| SINGLE FAM.RES.-LAND | Residential | 0.462 | SEASONAL | INSTALLED | ISDS SEPTIC SYSTEM INSTALLED | WELL INSTALLED | TREE TYPE - TREE |

WHEN RECORDED RETURN TO:
RUSSELL LOMBARDY II, ESQ.
450 MAIN STREET
LONGMONT, CO 80501



SPECIAL WARRANTY DEED

Sally S. Kuisle, whose address is 4622 47th Street, Boulder, Colorado, 80301, of the County of Boulder and the State of Colorado, Grantor, for the consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys to Sally Spencer Kuisle, Trustee of The Revocable Trust of Sally S. Kuisle (as amended from time to time), Grantee, 4622 47th Street, Boulder, Colorado, 80301, the following real property located in the County of Gunnison, State of Colorado, to wit:

Lots 5, 6 and 7, Block 14, and Lots 18 through 24, both inclusive, Block 14,
TOWN OF TINCUP, County of Gunnison, State of Colorado.

Subject to a right of way as reserved in United States Patent recorded in Book 115 at
Page 353.

TOGETHER with all and singular and hereditaments and appurtenances thereunto belonging, or in anyway appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND HOLD the said premises above described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for their selves and their successors and assigns, do covenant and agree that they shall and will warrant and forever defend the above premises in the quiet and peaceable possession of the Grantee, its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s), subject to easements, reservations, restrictions, covenants and rights of way of record, if any.

Sally S. Kuisle
Sally S. Kuisle

4/18/16
Date

State of Colorado)
County of Boulder) ss.

I, Daniel Scott Swanson, a Notary Public of said State and County, do hereby certify that Sally S. Kuisle personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 18 day of April, 20 16. My commission expires: 3-4-2017

D. Swanson
Notary Public

DANIEL SCOTT SWANSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134014070
MY COMMISSION EXPIRES MARCH 4, 2017

Summary

Account Number R027617
Parcel Number 3427-074-12-001
Account Type Residential
Economic Area Econ Area 8
Tax District 601
Mill Levy 55.561
Property 155 LAUREL ST , TINCUP AREA
Location
Neighborhood TAYLOR PARK
LEA TINCUP IMP LARGE BLDG SITE >5000 SQFT (80430)
Subdivision TINCUP (TOWN OF)
Condo N/A
Legal Description LOTS 1-7, BLOCK 13, TIN CUP
Parcel Notes LOT CLUSTER AGREEMENT AND DECLARATION #472725 RECORDED DEC 19 1998



[View Map](#)

Note: Legal Description above is abbreviated for use on Assessor records and is not valid for use on legal documents.

Owner

Owner **HUMMING BIRD PROPERTIES LLC**
 359 VINO TINTO LN
 PALISADE, CO 81526-9579
Business Name

Current Assessment Information

| | |
|---------------------------|-------------|
| | 2021 |
| + Land Actual Value | \$42,460 |
| + Building Actual Value | \$95,380 |
| = Total Actual Value | \$137,840 |
| | |
| + Land Assessed Value | \$3,040 |
| + Building Assessed Value | \$6,820 |
| = Total Assessed Value | \$9,860 |

Prior Year Assessment Information

| Year | Actual Value | Assessed Value | Mill Levy | Ad Valorem Taxes |
|------|--------------|----------------|-----------|------------------|
| 2020 | \$145,640 | \$10,410 | 55.561 | \$578.39 |
| 2019 | \$145,640 | \$10,410 | 54.316 | \$565.43 |
| 2018 | \$135,700 | \$9,770 | 55.788 | \$545.05 |
| 2017 | \$135,700 | \$9,770 | 56.488 | \$551.89 |
| 2016 | \$145,080 | \$11,540 | 56.272 | \$649.39 |
| 2015 | \$145,080 | \$11,540 | 55.585 | \$641.49 |
| 2014 | \$129,170 | \$10,280 | 56.853 | \$584.47 |
| 2013 | \$129,170 | \$10,280 | 50.446 | \$518.58 |
| 2012 | \$133,590 | \$10,630 | 44.797 | \$476.18 |
| 2011 | \$133,590 | \$10,630 | 44.988 | \$478.22 |
| 2010 | \$190,190 | \$15,140 | 41.575 | \$629.45 |
| 2009 | \$190,190 | \$15,140 | 40.414 | \$611.88 |
| 2008 | \$185,420 | \$14,760 | 42.029 | \$620.36 |
| 2007 | \$185,420 | \$14,760 | 36.828 | \$543.60 |
| 2006 | \$173,970 | \$13,840 | 44.434 | \$614.96 |

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 |
|----------------------|-------------|-------|-------------|-------------|-------|-------|------------------|
| SINGLE FAM.RES.-LAND | Residential | 0.462 | | NO | | | TREE TYPE - TREE |

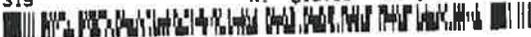
Sales and Conveyance

| Sale Date | Sale Amount | Adjusted Sales Price | Grantor | Grantee | Vacant or Improved (at time of sale) | Reception # | Deed Type | Sale Note |
|-----------|-------------|----------------------|----------------------|-----------------------------|--------------------------------------|-------------|--------------------------|-----------|
| 9/9/2011 | \$0 | \$0 | MATHEWS JAMES R ETAL | HUMMING BIRD PROPERTIES LLC | | 608173 | QUIT CLAIM DEED - NO FEE | |

Recording requested by:
James R Mathews, Carole J Mathews, Lyle W Rieger, Cheryl D Rieger

For recorder's use only

and when recorded, please return this deed and tax statements to:
Humming Bird Properties, LLC
6536 Vesuvius Road
Evergreen, CO 80439-5307

S Dominguez Gunnison County, CO 508173
09/09/2011 03:36 PM Pg: 1 of 2
319 R: \$16.00 D: \$0.00


Escrow No.:

Title Order No.:

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS QUITCLAIM DEED, made and entered into on September 9, 2011, between James R Mathews, Carole J Mathews, Lyle W Rieger and Cheryl D Rieger ("Grantor") whose address is 6536 Vesuvius Rd, Evergreen, CO 80439-5307 and Humming Bird Properties, LLC ("Grantee") a Limited Liability Company organized and existing under the laws of the State of South Dakota whose mailing address is 6536 Vesuvius Rd, Evergreen, CO 80439-5307.

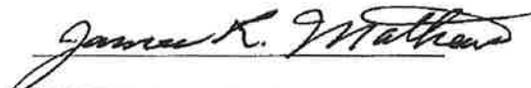
FOR A VALUABLE CONSIDERATION, in the amount of One DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby REMISES, RELEASES, AND FOREVER QUITCLAIMS to Grantee, all right, title, interest and claim to the plot, piece or parcel of land, with all the buildings, appurtenances and improvements thereon, if any, located at 154 Laurel Street, in the City of Tincup, County of Gunnison, State of Colorado described as follows:

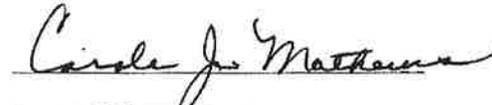
LOTS 1 - 7 BLOCK 13 TINCUP B682 P551 #472725

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

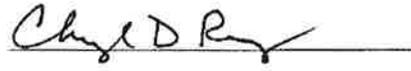
TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property unto Grantee, Grantee's heirs, successors and/or assigns forever; so that neither Grantor nor Grantor's heirs, successors and/or assigns shall have claim or demand any right or title to the property described above, or any of the buildings, appurtenances and improvements thereon.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed on September 9, 2011.


James R Mathews Grantor


Carole J Mathews Grantor


Lyle W Rieger Grantor

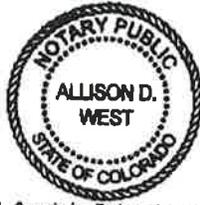

Cheryl D Rieger Grantor

State of Colorado }
County of Gunnison } ss.

The foregoing instrument was acknowledged before me this 9th day of September, 2011,
by James Mathews, Carol Mathews, Lyle Riegn + Cheryl Riegn (if by natural person or persons,
insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, insert name of
person as executor, attorney-in-fact, or other capacity or description; if by officer of corporation, insert name of such
officer or officers as the president or other officers of such corporation, naming it). If acknowledgment is taken by a
notary public, the date of expiration of his commission shall also appear on the certificate.
Witness my hand and official seal.

Allison D. West
Notary Public

My commission expires:



My Commission Expires 09/04/2013

7019 0700 0002 1570 4861

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

Next TX 76667

Certified Mail Fee \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 2.80

Return Receipt (electronic) \$ 0.00

Certified Mail Restricted Delivery \$ 0.00

Adult Signature Required \$ 0.00

Adult Signature Restricted Delivery \$ 0.00

Postage \$ 10.55

Total Postage and Fees \$ 14.85

Sent To **Jacksons**
 Street and Apt. No., or PO Box No. **POB. B**
 City, State, ZIP+4® **Merida, TX 76667-1255**

Postmark Here

03/19/2021

PS Form 3800, April 2018 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 1570 4793

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

Zionsville IN 46077

Certified Mail Fee \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 2.80

Return Receipt (electronic) \$ 0.00

Certified Mail Restricted Delivery \$ 0.00

Adult Signature Required \$ 0.00

Adult Signature Restricted Delivery \$ 0.00

Postage \$ 10.55

Total Postage and Fees \$ 14.85

Sent To **Rickards**
 Street and Apt. No., or PO Box No. **9202 Fanchon Dr.**
 City, State, ZIP+4® **Zionsville, In. 46077-9107**

Postmark Here

03/19/2021

PS Form 3800, April 2018 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 1490 2527

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

Uvalde TX 78801

Certified Mail Fee \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 2.80

Return Receipt (electronic) \$ 0.00

Certified Mail Restricted Delivery \$ 0.00

Adult Signature Required \$ 0.00

Adult Signature Restricted Delivery \$ 0.00

Postage \$ 10.55

Total Postage and Fees \$ 14.85

Sent To **G. Mack**
 Street and Apt. No., or PO Box No. **698 W. Fannin St.**
 City, State, ZIP+4® **Uvalde, TX 78801-3200**

Postmark Here

03/19/2021

PS Form 3800, April 2018 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 1570 4854

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

Crested Butte CO 81224

Certified Mail Fee \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 2.80

Return Receipt (electronic) \$ 0.00

Certified Mail Restricted Delivery \$ 0.00

Adult Signature Required \$ 0.00

Adult Signature Restricted Delivery \$ 0.00

Postage \$ 10.55

Total Postage and Fees \$ 14.85

Sent To **W. Coburn**
 Street and Apt. No., or PO Box No. **POB 901**
 City, State, ZIP+4® **Crested Butte, 81224**

Postmark Here

03/19/2021

PS Form 3800, April 2018 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 1570 4809

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

Palmdale CA 91326

Certified Mail Fee \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 2.80

Return Receipt (electronic) \$ 0.00

Certified Mail Restricted Delivery \$ 0.00

Adult Signature Required \$ 0.00

Adult Signature Restricted Delivery \$ 0.00

Postage \$ 10.55

Total Postage and Fees \$ 14.85

Sent To **Hemmingb. Progo uc**
 Street and Apt. No., or PO Box No. **359 Viva Tinto Lane**
 City, State, ZIP+4® **Palmdale, Ca. 91326-9579**

Postmark Here

03/19/2021

PS Form 3800, April 2018 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Certified Mail Receipts for Sally Kuisle/ Laurel St. Vacation in Tin Cup

Tracking Number: 70190700000214902527

R

Status

Your item was delivered to an individual at the address at 3:32 pm on August 25, 2021 in UVALDE, TX 78801.

 **Delivered, Left with Individual**

August 25, 2021 at 3:32 pm
UVALDE, TX 78801

Get Updates 

Delivered

G. Mack

Tracking Number: 70190700000215704809

R

Status

Your item has been delivered to an agent for final delivery in PALISADE, CO 81526 on August 21, 2021 at 3:59 pm.

 **Delivered to Agent for Final Delivery**

August 21, 2021 at 3:59 pm
PALISADE, CO 81526

Get Updates 

Delivered to Agent

Riegers

Tracking Number: 70190700000215704854

Status

Your item was delivered at 1:47 pm on August 24, 2021 in CRESTED BUTTE, CO 81224.

 **Delivered**

August 24, 2021 at 1:47 pm
CRESTED BUTTE, CO 81224

Coburns

Tracking Number: 70190700000215704861

Status

Your item was delivered at 12:45 pm on August 23, 2021 in MEXIA, TX 76667.

 **Delivered**

August 23, 2021 at 12:45 pm
MEXIA, TX 76667

Jacksons

Tracking Number: 70190700000215704793

Status

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In Transit to Next Facility

August 30, 2021

Rickards, I have email

them the packet of information, since this is still in transit.

Payment Receipt Confirmation**Your payment was successfully processed.****Transaction Summary***Receipt Confirmation*

| Description | Amount |
|--|-----------------|
| Gunnison County Public Works Transaction | \$500.00 |
| Service Fee | \$12.02 |
| TOTAL | \$512.02 |

Transaction Detail*The following amounts will be remitted back to the agency.*

| SKU | Description | Unit Price | Quantity | Amount |
|----------|-------------------------------------|------------|--------------|-----------------|
| 1200 002 | Miscellaneous - Street Vacation Fee | \$500.00 | 1 | \$500.00 |
| | Service Fee | \$12.02 | | \$12.02 |
| | | | Total | \$512.02 |

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price includes a service fee of \$.75 plus 2.25% of the order total for credit card payments or \$1 for electronic check payments.

Customer Information

| | | | |
|---------------------------|--------------------------------------|---------------------|-----------------|
| Customer Name | Sally Kuisle | Receipt Date | 9/1/2021 |
| Local Reference ID | 0c14ac4d-9eee-41da-a8ad-eb5323e08825 | Receipt Time | 04:22:58 PM MDT |

Payment Information

| | | | |
|---------------------|-------------|---------------------------|-----------|
| Payment Type | Credit Card | Credit Card Num... | *****5100 |
|---------------------|-------------|---------------------------|-----------|

Marlene Crosby

From: Marlene Crosby
Sent: Friday, October 8, 2021 2:43 PM
To: 'Roger Sauerhagen'
Subject: Eugene Rickard

Good Afternoon Roger,

At our meeting at the Courthouse Eugene Rickard said he did not receive a certified letter about the street vacation. In my last e-mail I forgot to tell you that I checked the file and there is a receipt for a certified mail to:

Rickards
9202 Fanchon Drive
Zionsville, IN 46077-9107

I am assuming they have received it by now.

Thank you,
Marlene

Street Vacation Checklist PWD Review

| | | | | |
|------|---|--|--------------------------------------|---|
| #1. | Public Notice | Work with Admin & set Public Hearing Date & Time | | |
| | | (2x in local newspaper) | <input checked="" type="radio"/> Yes | No N/A |
| | | County Website | Yes | No <input checked="" type="radio"/> N/A |
| | | Notice to Utility Companies | <input checked="" type="radio"/> Yes | No N/A |
| | | Notice to County Departments | <input checked="" type="radio"/> Yes | No N/A |
| #2 | Compliance with <u>Road Standards</u> Section 2.9.2 | | | |
| 2-1 | Compliance with C.R.S. 43-2-301 et.seq | | <input checked="" type="radio"/> Yes | No N/A |
| 2-2 | Consistency with comp plan | | Yes | No <input checked="" type="radio"/> N/A |
| 2-3 | Restricts or makes difficult access to any parcel | | Yes | <input checked="" type="radio"/> No N/A |
| 2-4 | Disruptive to existing travel modes See Map labeled 3-4 for existing travel routes <i>Access via Walnut to 10th</i> | | Yes | <input checked="" type="radio"/> No N/A |
| 2-5 | Changes conditions in traffic or development plans | | Yes | <input checked="" type="radio"/> No N/A |
| 2-6 | Anticipates changes or conditions in traffic or developments | | Yes | <input checked="" type="radio"/> No N/A |
| 2-7 | Adverse impacts to natural environment | | Yes | <input checked="" type="radio"/> No N/A |
| 2-8 | Impacts to community needs | | Yes | <input checked="" type="radio"/> No N/A |
| 2-9 | Impact on <input checked="" type="radio"/> public health, safety or welfare <i>positive impact</i> | | <input checked="" type="radio"/> Yes | No N/A |
| 2-10 | Conflicts with other established County roads or public Roads under County jurisdiction | | Yes | <input checked="" type="radio"/> No N/A |
| 2-11 | Increased risk to emergency services personnel | | Yes | <input checked="" type="radio"/> No N/A |
| 2-12 | Benefits outweigh detriments | | <input checked="" type="radio"/> Yes | No N/A |

2-13 Public Benefits (may include a benefit not on this list)

| | | | |
|--|--------------------------------------|----|--------------------------------------|
| Lot Cluster Hummingbird 1996 Kuisle – Concurrent | <input checked="" type="radio"/> Yes | No | N/A |
| OWTS build or improvement | <input checked="" type="radio"/> Yes | No | N/A |
| E-mail documenting use of the street provides the only viable Alternative for compliant septic system. | | | |
| Increased safety of route | Yes | No | <input checked="" type="radio"/> N/A |
| Unbuildable route | Yes | No | <input checked="" type="radio"/> N/A |
| Unreasonable scar on landscape | Yes | No | <input checked="" type="radio"/> N/A |

| | | | |
|--|-----|-------------------------------------|-----|
| 2-14 Impacts on maintenance of structures deemed Necessary by the County | Yes | <input checked="" type="radio"/> No | N/A |
|--|-----|-------------------------------------|-----|

Correspondence

Ted Walker 2

Lyle Rieger

Ameriaan Mtn.

HOA President(s)

Roger Sauerhagen

Ginger Riffel

2.9 Deletions from the Road System

2.9.1 Abandonment

- A. Abandoned State Highway. When a portion of a state highway is relocated and, because of such relocation, a portion of the route as it existed before such relocation is, in the opinion of the State Transportation Commission, no longer necessary as a State Highway, such portion shall be considered as abandoned. If it appears that the abandoned portion is necessary for use as a public highway, street or road, or other public purpose the abandoned portion shall become a County road, upon adoption of a resolution to that effect by the Board. Such resolution shall be adopted within ninety days after such abandonment. If the portion of the road is not needed for a public purpose, title to it shall revert to the owners of the land through which such abandoned portion may lie subject to the provisions of state law.
- B. Abandoned County Roads. A County road shall be abandoned only when a portion of the County Road System is relocated and because of such relocation a portion of the route as it existed before such relocation is, in the written and recorded opinion of the Board, or no longer needed for a public purpose; in such a case, such portion shall be considered as abandoned, and title to it shall revert to the owners of the land through which such abandoned portion may lie, subject to the provisions of state law.

2.9.2 Policy and Procedures Regarding Vacation of County Road or Public Road Under County Jurisdiction

A. Purpose.

The purpose of this section is to establish standards and a uniform process by which the Board will act on request to vacate a county road or public road under county jurisdiction.

It is the intent of the Board in adopting this section to exercise the Board's authority pursuant to, among other statutes, C.R.S. 43-2-301 et. seq.

On occasion, vacation of all or a portion of a county road or public road under county jurisdiction may be warranted due to specific circumstances or changes in traffic or development patterns. In those limited circumstances, the Board has discretion, but no obligation, to vacate all or a portion of a county road or public road under county jurisdiction. No such road shall be vacated so as to leave any parcel adjoining such road without an established public road connecting said parcel with another established public road.

The applicant for a vacation shall bear the burden to prove to the Board that the request meets the criteria of C.R.S. 43-2-301 et. seq. and these Standards and Specifications.

This wisdom of granting a vacation is a matter committed to the discretion of the Board and is not controlled by any one factor. In determining whether to grant a request to vacate all or a portion of a county road or public road under County jurisdiction, the Board of shall consider the following criteria:

1. Requirements of C.R.S. 43-2-301 et. seq.;
2. Consistency with any comprehensive plan adopted by Gunnison County;
3. Vacation shall not restrict access to any parcel so that access is unreasonably difficult or costly;
4. Not disruptive to existing travel modes;
5. Changed conditions in traffic or development patterns;
6. Anticipated conditions in traffic or development patterns;
7. No adverse impact to natural environment;
8. Community needs;
9. Public health, safety and welfare;
10. No conflict with other established County roads or public roads under County jurisdiction;
11. No increased risk to emergency services personnel;
12. Benefits outweigh detriments;
13. Public benefits; and
14. Effect on maintenance of structures deemed necessary by the County.

2016 Colorado Revised Statutes

Title 43 - Transportation

Highways and Highway Systems

Article 2 - State, County, and Municipal Highways

Part 3 - Vacation Proceedings: Roads, Streets, and Highways

§ 43-2-303. Methods of vacation

Universal Citation: CO Rev Stat § 43-2-303 (2016)

(1) All right, title, or interest of a county, of an incorporated town or city, or of the state or of any of its political subdivisions in and to any roadway shall be divested upon vacation of such roadway by any of the following methods:

(a) The city council or other similar authority of a city or town by ordinance may vacate any roadway or part thereof located within the corporate limits of said city or town, subject to the provisions of the charter of such municipal corporation and the constitution and statutes of the state of Colorado.

(b) The board of county commissioners of any county may vacate any roadway or any part thereof located entirely within said county if such roadway is not within the limits of any city or town.

(c) If such roadway constitutes the boundary line between two counties, such roadway or any part thereof may be vacated only by the joint action of the boards of county commissioners of both counties.

(d) If said roadway constitutes the boundary line of a city or town, it may be vacated only by joint action of the board of county commissioners of the county and the duly constituted authority of the city or town.

(2) (a) No platted or deeded roadway or part thereof or unplatted or undefined roadway which exists by right of usage shall be vacated so as to leave any land adjoining said roadway without an established public road or private-access easement connecting said land with another established public road.

(b) If any roadway has been established as a county road at any time, such roadway shall not be vacated by any method other than a resolution approved by the board of county commissioners of the county. No later than ten days prior to any county commissioner meeting at which a resolution to vacate a county roadway is to be presented, the county commissioners shall mail a notice by first-class mail to the last-known address of each landowner who owns one acre or more of land adjacent to the roadway. Such notice shall indicate the time and place of the county commissioner meeting and shall indicate that a resolution to vacate the county roadway will be presented at the meeting.

(c) If any roadway has been established as a municipal street at any time, such street shall not be vacated by any method other than an ordinance approved by the governing body of the municipality.

(d) If any roadway has been established as a state highway, such roadway shall not be vacated or abandoned by any method other than a resolution approved by the transportation commission pursuant to section 43-1-106 (11).

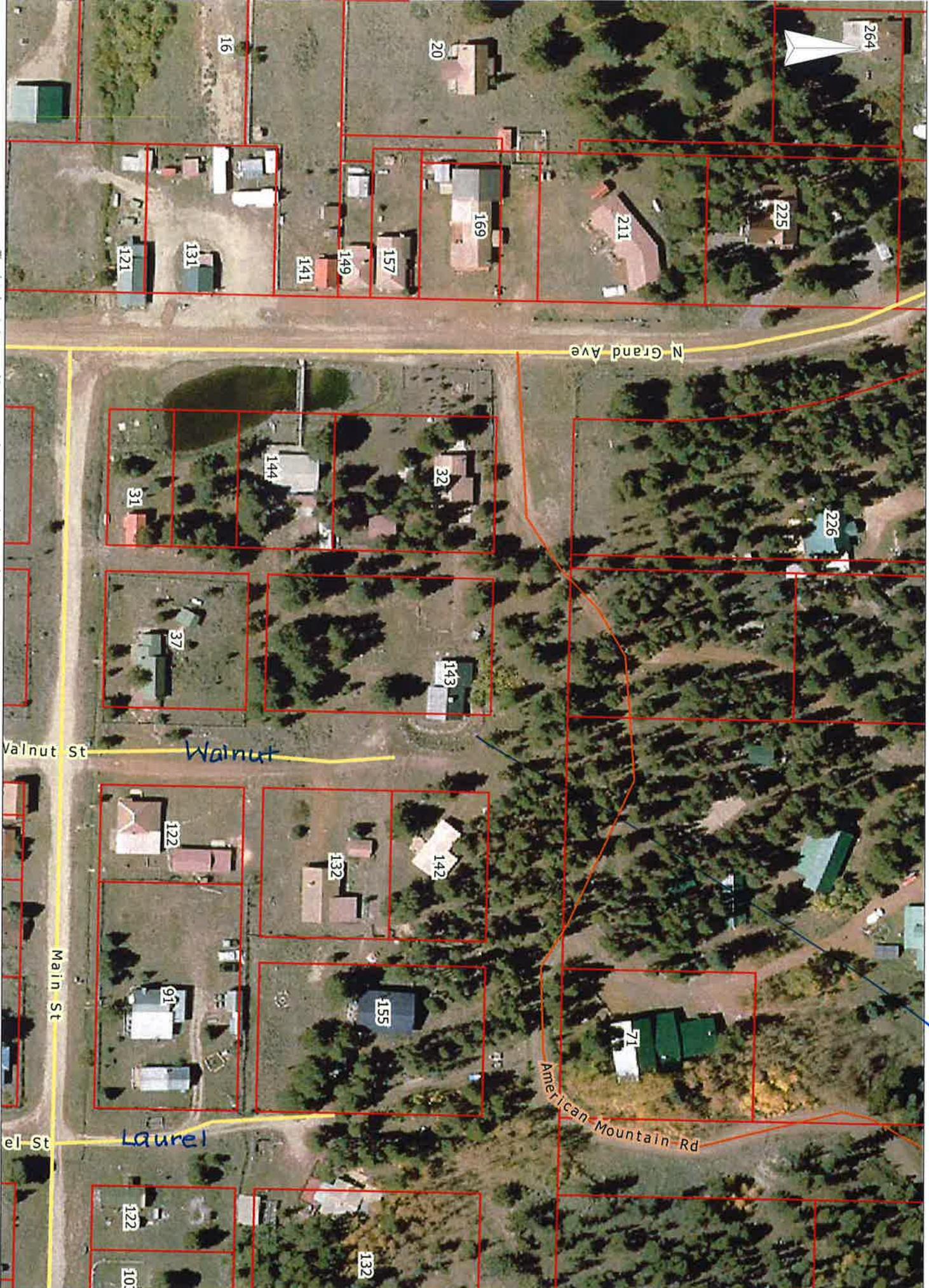
(e) Paragraphs (b), (c), and (d) of this subsection (2) shall not apply to any roadway that has been established but has not been used as a roadway after such establishment.

(f) If any roadway is vacated or abandoned, the documents vacating or abandoning such roadway shall be recorded pursuant to the requirements of section 43-1-202.7.

(3) In the event of vacation under subsection (1) of this section, rights-of-way or easements may be reserved for the continued use of existing sewer, gas, water, or similar pipelines and appurtenances, for ditches or canals and appurtenances, and for electric, telephone, and similar lines and appurtenances.

(4) Any written instrument of vacation or a resubdivision plat purporting to vacate or relocate roadways or portions thereof which remains of record in the counties where the roadways affected are situated for a period of seven years shall be prima facie evidence of an effective vacation of such former roadways. This subsection (4) shall not apply during the pendency of an action commenced prior to the expiration of said seven-year period to set aside, modify, or annul the vacation or when the vacation has been set aside, modified, or annulled by proper order or decree of a competent court and such notice of pendency of action or a certified copy of such decree has been recorded in the recorder's office of the county where the property is located.

Disclaimer: These codes may not be the most recent version. Colorado may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.



Map 3-4

Alternate Access

LOT CLUSTER AGREEMENT AND DECLARATION

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made this December 19, 1996 by and between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County") and James R. & Cheryl D. Rieger (jointly and severally) (hereinafter "Owner"). Mathews

RECITALS:

1. The undersigned (are) the owner of the following described properties:

Lots 1 thru 7 Block 13 TOWN of Tincup

2. As a legally valid condition of approval by Gunnison County of the _____ is legally sufficient and valuable consideration for this Agreement, Gunnison County and Owner desire to create a single parcel of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County and Owner, on behalf of themselves, their heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the Gunnison County Land Use Resolution.
2. This Agreement does not independently change or amend any fee, assessment or charge regarding any service to such real property.
3. This Lot Cluster Agreement And Declaration is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity.
4. This Agreement and Declaration shall not have effect until it is recorded, at the cost of the applicant, with the Clerk and Recorder of Gunnison County. Gunnison County. Upon recording, applicant shall file a copy of the recorded document with the Gunnison County Attorney's office.

Date: _____

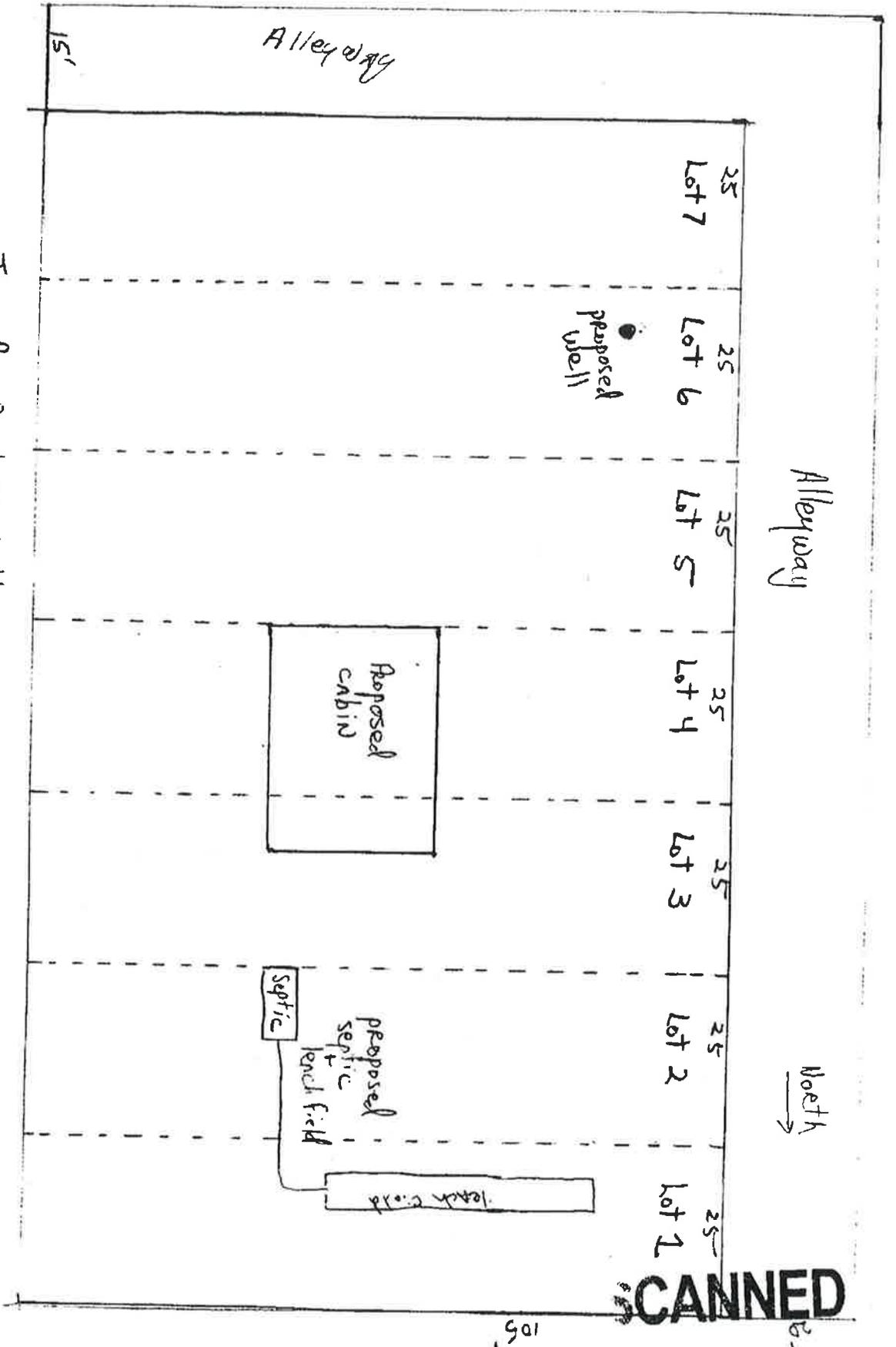
Date: 9/18/96

Date: _____

Owner
Lyle Rieger Cheryl D Rieger
Owner

Lien Holder

ANNEXED



James R + Creole T Mathews and Lyle D + Cheryl D Riegler
 Lots 1 thru 7 Block 13 Town of Tincup Colorado
 Cluster all lots and unclerk all lot boundary lines (Attorneys)
 Total area: 18,375 square feet
 9/19/16 Kyle D Riegler

11. Attach to this Application a plat map, on 8.5 x 11 inch paper, with a scaled drawing of:

- a. exterior lot lines for all parcels described in #4 above;
- b. all existing and proposed structures, wells, leach fields, utility lines, ditches and easements;
- c. boundary line which is to be vacated between parcels.
- d. If the parcel is located within a platted Townsite or subdivision, indicate on the drawing as to the date and actual book and page as recorded in the Gunnison County Clerk and Recorders Office.

Each undersigned Applicant, for themself, their heirs, successors, personal representatives and assigns, declares an intention to combine the parcels described in #4 above into one parcel to be maintained as one new integrated parcel and single building lot and further declares an intention that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged, encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the Gunnison County Land Use Resolution. The above declaration is for the benefit of Gunnison County, Colorado and shall run with the land in perpetuity.

Date: 9/24/96 Juan R. Matthews Carole J. Matthews
Applicant

Date: 9/18/96 Sylvia Regina Cuyeskin
Applicant

Date: 11/24/96 David Baumgarten
Gunnison County Attorney

Date: 11-21-96 Bob [Signature]
Gunnison County Building Inspector

Date: 11-21-96 Jeanne Will
Gunnison County Planning Director

FEE: \$25.00

SCANNED

Marlene Crosby

From: Sara Bergstrom <sara.bergstrom@scjalliance.com>
Sent: Thursday, September 16, 2021 2:25 PM
To: Marlene Crosby
Cc: Sally Kuisle
Subject: Kuisle On-site Wastewater Treatment System
Attachments: OWTS Site and System Details-Kuisle stamped.pdf

[EXTERNAL SENDER - USE CAUTION]

Marlene,
??

Attached is the Site Plan for the proposed Kuisle septic system. You will see where the proposed installation location is directly in the 60' ROW of Laurel St. **This was the only viable location as we need to be 100' off the existing well and there are hillsides to the north and east which prohibited installation of the system in other areas of the property.** Sally will be submitting for the septic permit this week. I just wanted to let you know about the existing site constraints/limitations.

Please contact me if you have any questions.

Thank you,

Sara

??

??

The Williams Engineering team is now a part of SCJ Alliance, a professional services firm specializing in civil engineering, planning, transportation, and landscape architecture.

??

Sara Bergstrom

SCJ Alliance

Project Engineer

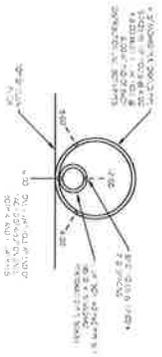
www.scjalliance.com

970.641.2499

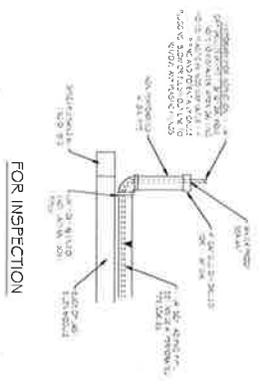
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This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

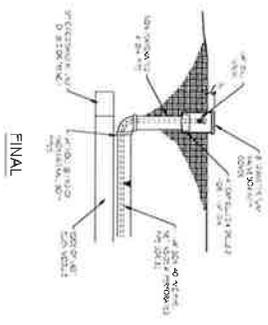
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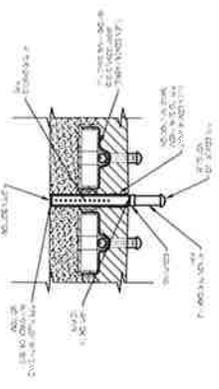
DETAIL B
SCALE: N.T.S.



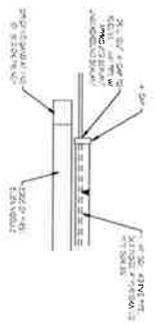
FOR INSPECTION



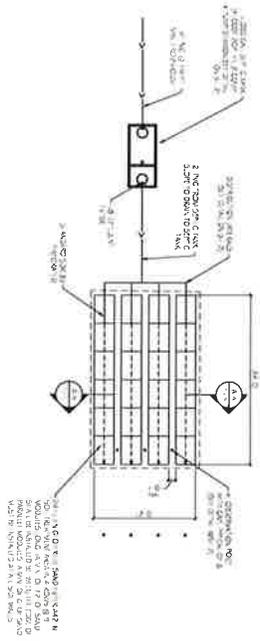
FINAL



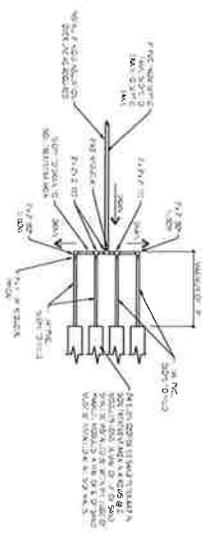
DETAIL D
SCALE: N.T.S.



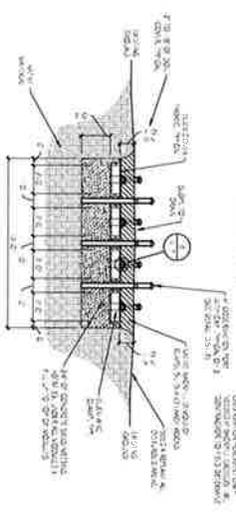
DETAIL E
SCALE: N.T.S.



SOIL TREATMENT AREA
SCALE: 1/8" = 1'-0"



DISTRIBUTION LATERAL
SCALE: N.T.S.



SECTION AA
SCALE: 1/4" = 1'-0"

| | | | | | | |
|--|---|--|--|--|--|-----------------------------|
| | ENGINEER'S STAMP PROJECT NO. _____ SHEET NO. _____ | 51.2 | ON-SITE WASTEWATER TREATMENT SYSTEM | | 800 WEST MAIN STREET, SUITE 1000, COLETTA, CO 80520 TEL: 303.441.1000 FAX: 303.441.1001 WWW.SCJALLIANCE.COM | SHEET NO. _____ OF _____ |
| | KUSILE, SALLY TOWN OF TINCUP 132 LAUREL ST., TINCUP LOT 18-24 BLOCK 140 46 ACRES PARCEL #3427-074-13-002 ACCT. R007739 GUNNISON COUNTY, COLORADO | PREPARED BY: _____ CHECKED BY: _____ DATE: _____ | | | | |

Marlene Crosby

From: T Walk <tincupwalker@gmail.com>
Sent: Friday, October 8, 2021 12:11 PM
To: Marlene Crosby
Subject: Laurel vacate comment #2

[EXTERNAL SENDER - USE CAUTION]

Marlene-

Ted Walker here. I have been looking on the assessor website at the GIS data/map and it has raised a few questions pertinent to the Kuisle request to vacate Laurel for a septic repair (which I support), since the American Mountain arguments were about pedestrian access.

#1 It appears to me all 3 of the gates on American Mountain road are actually on 10th street, and should be moved or removed.

#2 Many non-vacated PUBLIC roads on American Mountain are no longer accessible to Tin Cup residents since they have placed a locked gate across the road below. Tin Cup residents should not be deprived of access to these public roads. I request this situation be remedied with removal of the locked gate on American Mt road.

#3 In the last few years, several law enforcement entities have not been able to drive up AM rd due to this locked gate, including the USFS following smoke for a potential fire, and CPW investigating reports of salt blocks.

Ted Walker

Marlene Crosby

From: T Walk <tincupwalker@gmail.com>
Sent: Saturday, September 18, 2021 8:03 AM
To: Marlene Crosby
Subject: Kuisle's Laurel St vacation

[EXTERNAL SENDER - USE CAUTION]

Marlene-

By way of introduction I am a 16 year property owner in Tin Cup. I was unable to attend the public hearing regarding the Kuisle request to vacate Laurel street to install a proper septic system, but watched it today via recording.

I support the Kuisles and find them responsible citizens willing to invest large capital amounts to rectify an improperly installed leachfield from many years ago. I fully support the vacation of Laurel street to help accomplish this goal. There are at least two wells negatively affected by the existing leachfield.

I want to note that some statements from the American Mountain people were inaccurate and slightly deceptive, in that the platted Laurel street cannot be hiked as it is nearly vertically impossible, and the current "private road" is adequate access for vehicles and pedestrians.

I would also like to remind the BOCC that the "private road" to American Mountain is gated off and NO Tin Cup residents may access the many streets up there. Several of the American Mtn residents present at the hearing have walked down through private property even after being requested not to do so.

I intend to attend the next public hearing if my schedule permits, but want the BOCC to continue to advance ancient septic systems and problems and would support a waiver granted to the Kuisles if the necessary dimensions are too tight.

Please forward to all BOCC members and permission hereby granted to include this letter in the public debate or record.

Ted Walker
107 Main St
Almont, CO (Tin Cup)
303-941-1172

September 25, 2014

Commissioner Jonathan Houck
Gunnison County Commissioner
421 North Boulevard
Gunnison, CO 81230

RE: AMHA Property Access

Dear Commissioner Houck,

I am president of the American Mountain Homeowners Association (AMHA) within Tincup, Colorado. We are an association that presently has seven lots with cabins on properties as well as other undeveloped parcels within our boundaries. As president, part of my duties is to insure that access is maintained to all property owners. Access is gained from County property within Tincup to a private road system maintained by the AMHA. The streets owned by the County within Tincup that could directly affect AMHA's access are Road 765, Tenth Street, Laurel Street and Walnut Street.

Specifically I am requesting that AMHA, with the president as the contact for the association, be notified if any activity or action is requested or contemplated that would affect the four streets listed above in any way. This could include such things as: request for vacation by adjacent property owners, street closures, selling or modifying the bounds of the streets rights-of ways, etc.

It is our request that this letter stay on file and be accessible those departments and individuals within the County should anything come up as described above. We sincerely thank you for honoring this request. Please feel free to contact me if you need anything further or have questions.

I may be contacted at the following:

E-mail:

gingrif@gmail.com

Summer address:

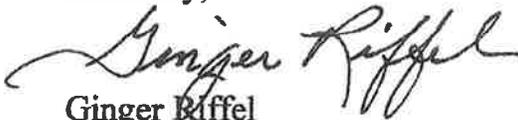
228 American Mountain Road

TinCup, CO 80121(970) 641-314Or Winter Address:65777 E Mesa Ridge CT

Tucson, AZ 85739

(520) 818-0774

Sincerely,



Ginger Riffel

President, American Mountain Homeowners Association

Marlene Crosby

From: Lyle Rieger <lylerieger@aol.com>
Sent: Thursday, September 16, 2021 12:44 PM
To: Marlene Crosby
Cc: bigsal100@yahoo.com; cherylrieger@aol.com
Subject: Kuisle OWTS application and Vacation of Laurel Street Tincup, CO

[EXTERNAL SENDER - USE CAUTION]

Hello Marlene,

We are the owners and managers of Humming Bird Properties, LLC that is on the west side of Laurel Street between Main and 10th. We were unable to attend or join via Zoom the County Commissioners meeting on 9/7/2021. We were able to view the meeting on line and we are confused as to the objection of the closing of Laurel Street. The current septic system and leach field was installed in the 1970s by Hap Channel and Roy Cranor. This system was installed with the septic tank in Laurel Street and the leach field continuing on our property. This current leach field is 53 feet from the well servicing the home on Walnut Street and 55 feet from the well serving the home on Laurel Street. This creates an environmental and safety issue for both homes.



This is the leach file that goes under the deck of the home on Humming Bird Properties, LLC on Laurel Street. This picture shows the difference in vegetation (daisies) where the leach field terminates and dry grass.

We are confused with the concern of the American Mountain Homeowners Assoc. on why they would object to the vacation of Laurel Street for pedestrian access. Laurel Street has never been used for pedestrian access due to the Aspen Grove and the steep and rocky climb on the north side where Laurel intersects with Tenth Street. This steep embankment and rocky conditions is due to the development of American mountain road. As long as we have owned this property, we have never witnessed pedestrians using Laurel Street from Main Street through to Tenth Street or American Mountain Road. In any emergency situation, neighbors are welcome to use our property as needed.



This is Laurel Street looking north. Laurel Street is on the right of the Blazer and goes directly into the dense Aspen Grove.



This is the steep and rocky grade where Laurel Street intersects with Tenth Street. You can see American Mountain Road in the upper portion of the picture. There is obviously no reasonable access here. This would also not be used for utility (fiber optic cable) placement.

Thank you Marlene, hopefully this will shed some light on why this is an important environmental and health issue and not an issue of public access.

Lyle W Rieger and Cheryl D Rieger
Humming Bird Properties, LLC
359 Vino Tinto Ln
Palisade, CO 81526
303-674-5052 Office
303-880-3105 Cell

9/7/2021

Comments by the American Mountain Homeowner's Association (AMHA)

RE: PETITION TO VACATE A PORTION OF LAUREL STREET IN THE TOWN OF TINCUP, COLORADO

Comments by Roger Sauerhagen, President of AMHA on behalf of the AMHA

INTRODUCTION/OUR RELEVANCY

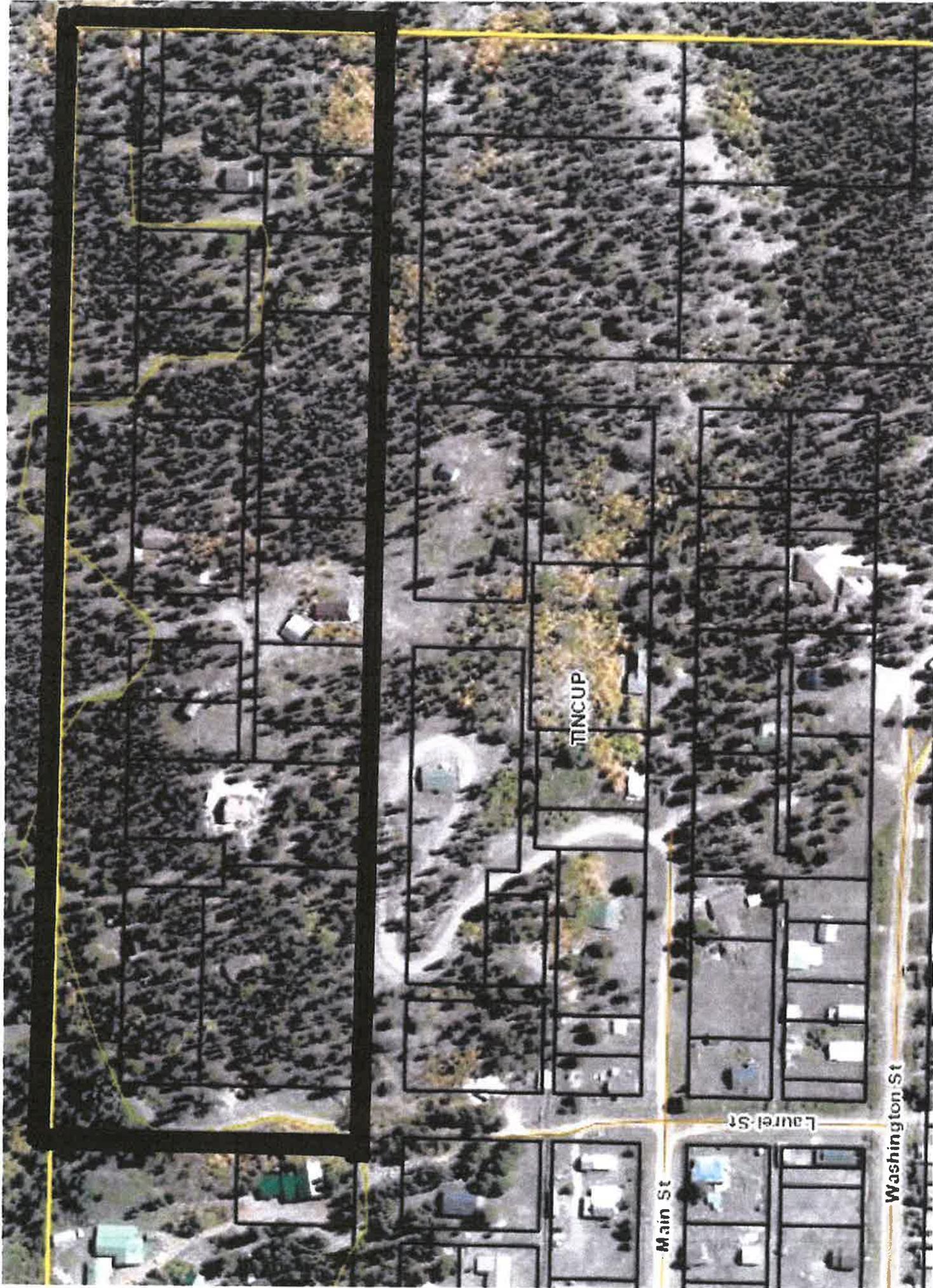
- AMHA is an association representing 15 property owners in Tincup, 7 of the properties have cabins that are actively used summer and winter. Owners of 4 of those properties are in attendance today. The properties total approximately 13.5 acres.
- The overview map shows the associations boundaries' relative to other Tincup properties. The only access to AMHA properties is at the southwest corner which is adjacent to the proposed property to be vacated.
- Our present vehicular access is on Tenth Street and through private property (enlarged map).
- Our only non-vehicular public access is from Tenth St. and Laurel St. If this section of Laurel Street is vacated, it would prevent (or inhibit or another word) its use for pedestrian and other public access, new utility services such as high speed internet or upgrades to existing utilities.

RESPONSES TO THE POLICY AND PROCEDURES REGARDING VACATION OF COUNTY OR PUBLIC ROAD UNDER COUNTY JURISDICTION

- It is our understanding that the criteria from Section 2.9.2 of the County Road and Bridge Standards for New Construction is used to evaluate if vacation is warranted. We take exception to several of the comments submitted by Public Works recommending approval of this vacation:
- #3 – We disagree that the term “access” in this point and elsewhere refers to vehicular access only. We believe “access” should also include pedestrian, hiking, utilities including new services such as high-speed internet and potential other uses. Should the vacation occur, a broader view of access would be restricted.
- #4 –Travel modes (pedestrian) are presently disrupted (there is a padlocked gate and fence across Laurel St.) and would continue to be disrupted in the future.
- #8 - Community needs – again potential impact to pedestrian and utility access. Pine Street has been previously closed and now the final non-vehicular access to AMHA properties would be closed if this portion of Laurel Street is vacated.
- #9 – We do not understand the relevancy of an individual clustering lots and designing a private septic system by requesting to obtain public property (ROW). This is a dangerous precedent of permitting public property being used to solve a private property owner's problems.
- #12 – We disagree as it seems the benefits are primarily to two property owners at the expense of the public loss of potential use in the future.
- #13 – We are not clear on the individual's septic system problem, but again this vacation should not be used to solve this problem. Also, to say that fixing one septic system is a significant public benefit is anecdotal and not really provable. Is the County now responsible for fixing other similar problems in town?

SUMMARY OF POINTS

- AMHA has no plans or desires to build a road along this portion of Laurel Street, however, we want to maintain as many **options** for the public land in the future
- The view in the recommendations and evaluation of the use of a public street should be **broader** than simply vehicular access and public access should be maintained now and in the future.
- Public roads and rights of way should not be used to solve **private landowner's problems**.
- We see **benefit** directly to two property owners and not to the general public.
- The septic issue in this instance is a **PRIVATE Problem seeking a PUBLIC Solution**.
- To quote from 2.9.2, “In those limited circumstances, the Board has discretion, but no obligation, to vacated all or a portion of a county road or public road under county jurisdiction.” We don't feel the standards for vacation have been met and we **recommend denial**.



TINCUP

Main St

Laurel St

Washington St



AMHA
PROPERTY

American Mountain Rd
(present access)

10th STREET

WALNUT ST

LAUREL ST

Main St

N Grand Ave

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021-_____

A RESOLUTION VACATING A CERTAIN PORTION OF LAUREL STREET LYING
WITHIN THE TOWN OF TINCUP, 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 a certain portion of Laurel Street lying within the Town of Tincup, County of Gunnison, State of Colorado described as follows:

That portion of Laurel Street adjacent to Lots 18-24, Block 14 and Lots 1-7, Block 13, Town of Tincup, County of Gunnison County, State of Colorado; and

WHEREAS, the vacation of the above described portion of Laurel Street lying within the Town of Tincup, 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 portion of Laurel Street lying within the Town of Tincup; 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 portion of Laurel Street lying within the Town of Tincup, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

That portion of Laurel Street adjacent to Lots 18-24, Block 14 and Lots 1-7, Block 13, Town of Tincup, County of Gunnison County, State of Colorado; and

It is the specific intent of the Board that the vacation of the above described portion of Laurel Street lying within the Town of Tincup 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. This Resolution.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth K. Smith, Commissioner

ATTEST:

Deputy County Clerk

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for October 19, 2021
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(Remote Option, Below)

- Call to Order at 10:05 am

- Agenda Review

- Minutes Approvals:
 - August 17, 2021

- Finance Update
 - Gunnison/Hinsdale DHS Financial Report - Period Ending August 31, 2020

- Program Updates:
Family First Implementation and Child Welfare Services

- Next Meeting: December 21, 2021

- Adjourn at 10:35 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)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: August 17, 2021 Meeting Minutes

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a draft reviewed and approved by Joni for the 10/19 HS meeting.

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: 10/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/19/2021

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
August 17, 2021**

The August 17, 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
Roland Mason, Commissioner
Liz Smith, Commissioner
Greg Levine, Hinsdale Co. Commissioner

Joni Reynolds, Health and Human Services Director
Matthew Birnie, County Manager
Melanie Bollig, Clerk to the Board
Other Persons Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the meeting to order at 9:17 am.

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

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

1. April 20, 2021 Meeting Minutes
2. June 15, 2021 Meeting Minutes

PROGRAM UPDATES: Early Childhood and Child Care Assistance Program (CCAP). Early Child Care Program Coordinator Margaret Wacker was present to give the update and answer any questions from the Board.

ECCP Coordinator Margaret Wacker started by explaining that CCAP provides payments to child care providers on behalf of parents, for families on TANF (Temporary Assistance for Needy Families), which is for very low-income families. She added that all licensed child care centers in Gunnison and Hinsdale Counties accept these payments. For the CCAP 2021 budget, Margaret Wacker reported that the State budget had been reduced, but that stimulus funding monies were helping to reduce this shortfall for both Gunnison and Hinsdale Counties. For last fiscal year, Gunnison County had been 12% over budget, even though they were on an enrollment freeze all year. Hinsdale County reported that they finished under budget.

ECCP Coordinator Margaret Wacker then outlined the cases and community programs they are receiving aid and funding for, and touched on the recent turn-over in staffing. She explained that this was a challenge, as the program takes a long time to learn and be able to administer correctly. Currently, they were trying to hire a coordinator for the CCAPP Administrator/Coordinator position.

She closed with the observation that the State budget for CCAP does not really cover the needs. HHS Director Joni Reynolds then added the State's cost of living formula for CCAP, along with a very small base of funding (\$5,000 for a small county, which is way too low a base to meet needs for any county), meant that the revised formula benefitted larger counties only, with smaller counties actually seeing slightly less funding.

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 October 19, 2021.

ADJOURN: Moved by Chairperson Houck, seconded by Commissioner Mason to adjourn the Board of Human Services meeting. Motion carried unanimously. The meeting was adjourned at 9:32 am.

Minutes Prepared By:

Melanie Bollig, Clerk to the Board

Minutes Approved October 19, 2021:

Jonathan Houck, Chairperson

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison/Hinsdale DHS Financial Report; 8/31/2021

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Gunnison/Hinsdale DHS Financial Report for the Period Ending August 31, 2021

Fiscal Impact:

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/15/2021

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: 10/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/19/2021

Gunnison/Hinsdale DHS Financial Report
for the Period Ending
August 31, 2021

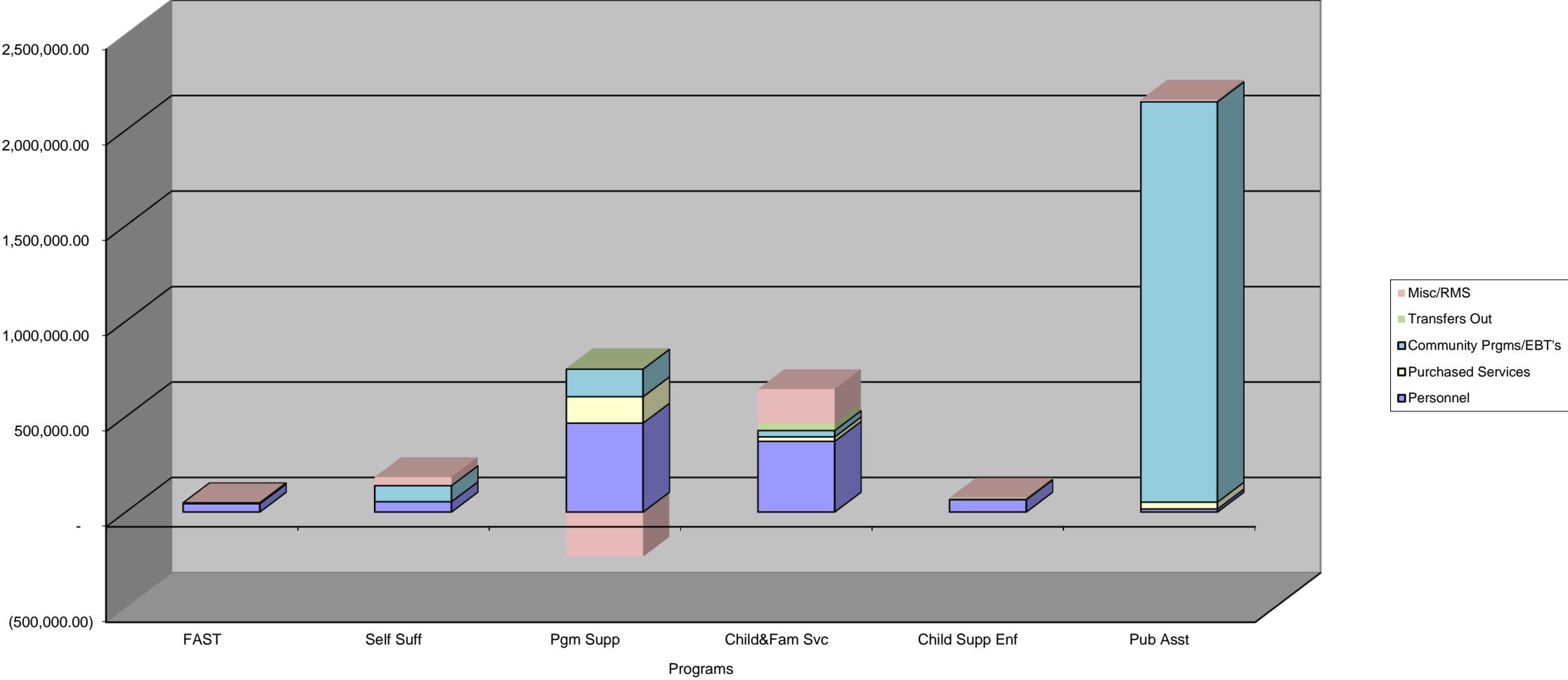
| <i>Expense</i> | YTD Expense <i>Gunnison</i> | YTD Expense <i>Hinsdale</i> | <i>Total</i> | Estimate of Gunnison County Only \$\$ |
|--|--------------------------------|--------------------------------|---------------------|--|
| 155 HB 1451 | 47,859.71 | - | 47,859.71 | - |
| 340 Colorado Works (TANF) | 172,217.85 | 10,842.90 | 183,060.75 | 34,443.57 |
| 340 Child Care | 143,891.29 | 26,249.81 | 170,141.10 | 28,778.26 |
| 350 County Admin | 303,333.07 | 668.12 | 304,001.19 | 60,666.61 |
| 350 Adult Protective Services | 46,562.58 | - | 46,562.58 | 9,312.52 |
| 350 Long Term Care Medicaid Outreach Project | 3,177.03 | - | 3,177.03 | - |
| 360 Child Welfare | 491,855.87 | 30,311.86 | 522,167.73 | 98,371.17 |
| 360 Core Services | 106,654.57 | 15,814.17 | 122,468.74 | 21,330.91 |
| 365 Child Support Enforcement | 74,165.17 | 805.05 | 74,970.22 | 25,216.16 |
| 380 LEAP | 128,522.51 | 10,256.61 | 138,779.12 | - |
| 380 Aid to Needy Disabled | 7,757.05 | - | 7,757.05 | 1,551.41 |
| 380 Old Age Pension | 51,577.74 | 1,032.81 | 52,610.55 | - |
| 380 Food Assistance | 1,890,289.48 | 35,194.77 | 1,925,484.25 | - |
| 380 Grants | 35,326.48 | - | 35,326.48 | - |
| | <u>3,503,190.40</u> | <u>131,176.10</u> | <u>3,634,366.50</u> | <u>279,670.61</u> |

Signatures

Director, Gunnison/Hinsdale DHS

Chair, Gunnison/Hinsdale Board Human Services

DHS Expenses
Period Ending
8/31/2021



| Gunnison/Hinsdale DHS Financial Report for the Period Ending August 31, 2021 | | Gunnison | Gunnison | Hinsdale | Gunnison | Hinsdale | Gunnison | Gunnison | Gunnison | Hinsdale | Gunnison | Hinsdale | Gunnison | Hinsdale | Gunnison | Hinsdale | Gunnison | Hinsdale | Gunnison | Hinsdale | Gunnison | Hinsdale | Gunnison | Hinsdale | Gunnison | Hinsdale | Grand | | | | |
|--|---------------------------------|------------------|-------------------|------------------|-------------------|------------------|-------------------|------------------|-----------------|---------------|-------------------|------------------|-------------------|------------------|------------------|----------------|-------------------|------------------|-----------------|----------|------------------|-----------------|---------------------|------------------|------------------|---------------------|-------------------|---------------------|--------------|------------|-----------|
| Expense | | HB 1451 | CO Works | CO Works | Child Care | Child Care | Cty Admin | APS | Long-Term Care | Cty Admin | Child Welfare | Child Welfare | Core Svcs | Core Svcs | Child Supp Enf | Child Supp Enf | LEAP | LEAP | 380-1 | 380-21 | 380-71 | 380-22 | 380-72 | 380-32 | 380-82 | 380-00 | Totals | Totals | Totals | | |
| 5110 | SALARIES-DEPT HEAD/SUPERVISOR | | | 8,640.35 | 7,905.05 | 4,898.35 | 251,827.52 | 6,628.98 | | | 183,628.00 | 23,871.16 | 78,310.86 | 12,037.49 | 48,391.56 | 407.28 | 8,538.71 | | | | | | | | | | 90,386.80 | - | 90,386.80 | | |
| 5111 | SALARIES-FULL TIME | 32,638.30 | 34,561.40 | | | | | | | | | | | | | | | | | | | | | | | | 582.40 | 653,012.78 | 49,854.63 | 702,867.41 | |
| 5112 | SALARIES-PART TIME | 3,916.44 | | | 3,305.89 | | 1,730.76 | 14,922.18 | 2,900.85 | | 380.16 | | | | 1,138.09 | | | | | | | | | | | | 3,784.84 | 32,079.21 | - | 32,079.21 | |
| 5210 | PAYROLL TAX-FICA | 2,738.10 | 2,507.73 | 626.98 | 754.29 | 306.19 | 25,506.17 | 1,576.89 | 221.91 | | 12,928.12 | 1,692.77 | 5,477.85 | 814.28 | 3,362.92 | 27.85 | 580.40 | | | | | | | | | | 330.89 | 55,985.27 | 3,468.07 | 59,453.34 | |
| 5220 | HEALTH INSURANCE | 2,515.59 | 4,318.72 | 1,079.81 | 1,726.94 | 1,047.90 | 28,685.88 | 1,540.10 | | | 18,797.71 | 1,883.37 | 10,014.17 | 2,180.63 | 8,573.95 | 67.09 | 1,582.38 | | | | | | | | | | 74.32 | 77,829.76 | 6,258.80 | 84,088.56 | |
| 5230 | RETIREMENT | 1,199.06 | 1,728.07 | 432.04 | 381.65 | 241.25 | 17,389.26 | 768.86 | 14.19 | | 8,584.64 | 1,193.60 | 3,586.93 | 519.69 | 2,089.94 | 17.47 | 256.72 | | | | | | | | | | 35.52 | 36,034.84 | 2,404.05 | 38,438.89 | |
| 5240 | UNEMPLOYMENT INSURANCE | 54.80 | 51.86 | 12.95 | 16.80 | 7.34 | 515.92 | 32.33 | 4.35 | | 276.14 | 35.79 | 117.41 | 18.02 | 74.29 | 0.64 | 12.80 | | | | | | | | | | 6.55 | 1,163.25 | 74.74 | 1,237.99 | |
| 5250 | WORKERS' COMPENSATION INSURANCE | 62.20 | 40.17 | 9.99 | 27.21 | 7.08 | 507.51 | 148.27 | 16.46 | | 2,377.63 | 152.88 | 1,114.87 | 239.39 | 86.24 | 0.53 | 12.69 | | | | | | | | | | 24.83 | 4,418.08 | 409.87 | 4,827.95 | |
| 5260 | EMPLOYEE ASSISTANCE PREMIUM | 32.78 | 18.22 | 4.54 | 9.08 | 2.57 | 144.81 | 20.16 | 4.37 | | 71.42 | 7.52 | 27.48 | 4.67 | 27.56 | 0.16 | 4.05 | | | | | | | | | | 6.47 | 366.40 | 19.46 | 385.86 | |
| 6110 | OFFICE SUPPLIES | | | | | | 2,228.59 | | | | | | | | | | | | | | | | | | | | | 2,228.59 | - | 2,228.59 | |
| 6120 | OPERATING SUPPLIES | | | | | | | | | | 142.80 | | | | | | | | | | | | | | | | | 142.80 | - | 142.80 | |
| 6170 | POSTAGE | | | | | | 612.64 | | | | 70.83 | | | | | | | | | | | | | | | | | 683.47 | - | 683.47 | |
| 6180 | PHOTOCOPY | 191.72 | | | | | 55.40 | | | | | | | | | | | | | | | | | | | | | 247.12 | - | 247.12 | |
| 6610 | EQUIP & FURN UNDER \$4000 | | | | | | 219.00 | | | | | | | | | | | | | | | | | | | | | 219.00 | - | 219.00 | |
| 6611 | COMPUTER EQUIP UNDER \$1000 | | | | | | | | | | | | | | | | | | | | | | | | | | | - | - | - | |
| 6620 | SOFTWARE UNDER \$1000 | | | | | | | | | | | | | | | | | | | | | | | | | | | - | - | - | |
| 6630 | EDUCATION/PROMOTION | | | | | | | | 14.90 | | 135.08 | | | | | | | | | | | | | | | | | 149.98 | - | 149.98 | |
| 7020 | TELEPHONE SERVICE | | | | | | 7,527.44 | | | | 2,075.04 | | | | | | | | | | | | | | | | | 9,602.48 | - | 9,602.48 | |
| 7022 | CELL PHONE | 315.00 | | | | | 1,040.00 | 490.00 | | | 2,640.00 | | | | | | | | | | | | | | | | | 4,485.00 | - | 4,485.00 | |
| 7030 | INTERNET | | | | | | 1,333.36 | | | | | | | | | | | | | | | | | | | | | 1,333.36 | - | 1,333.36 | |
| 7220 | REPAIRS & MAINT-EQUIPMENT | | | | | | 12.00 | | | | | | | | | | | | | | | | | | | | | 12.00 | - | 12.00 | |
| 7245 | MAINTENANCE CONTRACTS | | | | | | 2,575.49 | | | | | | | | | | | | | | | | | | | | | 2,575.49 | - | 2,575.49 | |
| 7310 | TRAVEL - TRANSPORTATION | | | | | | 25.54 | | | | | 842.16 | | | | | | | | | | | | | | | | 867.70 | - | 867.70 | |
| 7311 | TRAVEL - MOTOR POOL | | | | | | | | | | 884.24 | | | | 103.60 | | | | | | | | | | | | | 987.84 | - | 987.84 | |
| 7312 | TRAVEL - MEALS | | | | | | | | | | 126.64 | | | | 44.08 | | | | | | | | | | | | | 170.72 | - | 170.72 | |
| 7313 | TRAVEL - LODGING | | | | | | | | | | 150.00 | | | | 311.80 | | | | | | | | | | | | | 461.80 | - | 461.80 | |
| 7324 | CONTRACTED SERVICES | | | | | | | | | | 7,732.00 | | | | | | | | | | | | | | | | | 7,732.00 | - | 7,732.00 | |
| 7329 | PROFESSIONAL SERVICES | 900.00 | | | | 14,927.83 | 3,332.43 | 2,327.97 | | | 4,503.06 | | | | 256.00 | | | | | | | | | | | | | 30,480.66 | 41,800.12 | 14,927.83 | 56,727.95 |
| 7330 | MEETINGS - SUPPLIES | | | | | | 57.63 | | | | | | | | | | | | | | | | | | | | | | 57.63 | - | 57.63 |
| 7331 | MEETINGS - MEALS | | | | | | 1,023.61 | | | | 961.06 | | | | | | | | | | | | | | | | | 2,047.99 | - | 2,047.99 | |
| 7332 | MEETINGS - REGISTRATIONS | | | | | | 163.58 | | | | 100.00 | | | | 50.00 | | | | | | | | | | | | | 313.58 | - | 313.58 | |
| 7341 | RENTAL - BUILDINGS & LAND | | | | | | 73,782.00 | | | | | | | | | | | | | | | | | | | | | 73,782.00 | - | 73,782.00 | |
| 7352 | DISPATCH FEES | | | | | | 840.00 | | | | | | | | | | | | | | | | | | | | | 840.00 | - | 840.00 | |
| 7354 | ADMINISTRATION FEES | | 46.67 | | 15.56 | | 2,907.74 | | | 415.44 | | | | | 691.43 | 22.11 | | | | | | | | | | | | 3,661.40 | 437.55 | 4,098.95 | |
| 7361 | BOOKS & SUBSCRIPTIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | - | - | - | |
| 7410 | ADVERTISING & LEGAL NOTICES | 98.76 | | | 78.56 | | 253.16 | | | | | | | | | | 5,523.37 | | | | | | | | | | | 5,953.85 | - | 5,953.85 | |
| 7430 | DUES & MEMBERSHIPS | | | | | | 1,693.00 | | | 624.00 | | | | | | | | | | | | | | | | | | 1,693.00 | 624.00 | 2,317.00 | |
| 7440 | SCHOOLS & TRAINING | | | | | | | | | | 2,500.00 | | | | | | | | | | | | | | | | | 2,500.00 | - | 2,500.00 | |
| 7460 | AUDITING | | | | | | 8,015.19 | | | | | | | | | | | | | | | | | | | | | 8,015.19 | - | 8,015.19 | |
| 7470 | INSURANCE & BONDS | | | | | | 2,484.52 | | | | | | | | | | | | | | | | | | | | | 2,484.52 | - | 2,484.52 | |
| 7490 | MAPPING SERVICES | | | | | | 176.64 | | | | | | | | | | | | | | | | | | | | | 176.64 | - | 176.64 | |
| 7491 | COMPUTER SERVICE FEES | 2,666.64 | | | | | 10,000.00 | | | | | | | | | | | | | | | | | | | | | 12,666.64 | - | 12,666.64 | |
| 7492 | EQUIPMENT USAGE | | | | | | 1,966.64 | | | | | | | | | | | | | | | | | | | | | 1,966.64 | - | 1,966.64 | |
| 7502 | ELECTRONIC BENEFITS TRANSFERS | | 83,905.83 | | 111,104.64 | 5,237.20 | 28,367.52 | | | | 25,158.75 | | 8,005.00 | | | | 112,011.39 | 10,256.61 | 7,757.05 | | | 40,134.91 | 1,023.70 | 1,890,289.48 | 35,194.77 | | 2,306,734.57 | 51,712.28 | 2,358,446.85 | | |
| 7801 | TRANSFER TO GENERAL FUND | | | | | | 4,105.29 | 1,302.66 | | | 39,406.26 | 748.87 | | | 8,963.71 | 261.92 | | | | | | | | | | | | 53,777.92 | 1,010.79 | 54,788.71 | |
| 9012 | RMS EXPENSE | | 45,039.18 | 36.24 | 18,565.62 | (425.90) | (268,159.97) | 16,804.18 | | (371.32) | 176,334.13 | 725.90 | | | | | | | | | | 11,442.83 | 9.11 | | | | 25.97 | (25.97) | 0.00 | | |
| 9044 | FLEX FOR FAMILIES | 467.00 | | | | | | | | | 1,050.00 | | | | | | | | | | | | | | | | | 1,517.00 | - | 1,517.00 | |
| Totals | | 47,859.71 | 172,217.85 | 10,842.90 | 143,891.29 | 26,249.81 | 303,333.07 | 46,562.58 | 3,177.03 | 668.12 | 491,855.87 | 30,311.86 | 106,654.57 | 15,814.17 | 74,165.17 | 805.05 | 128,522.51 | 10,256.61 | 7,757.05 | - | 51,577.74 | 1,032.81 | 1,890,289.48 | 35,194.77 | 35,326.48 | 3,503,190.40 | 131,176.10 | 3,634,366.50 | | | |
| 2021 YTD Actual | | 47,859.71 | 172,217.85 | 10,842.90 | 143,891.29 | 26,249.81 | 303,333.07 | 46,562.58 | 3,177.03 | 668.12 | 491,855.87 | 30,311.86 | 106,654.57 | 15,814.17 | 74,165.17 | 805.05 | 128,522.51 | 10,256.61 | 7,757.05 | - | 51,577.74 | 1,032.81 | 1,890,289.48 | 35,194.77 | 35,326.48 | 3,503,190.40 | 131,176.10 | 3,634,366.50 | | | |
| 2021 Budget | | 106,965.00 | 270,439.00 | 20,143.00 | 185,580.00 | 42,770.00 | 565,582.00 | 98,010.00 | 13,766.00 | | | | | | | | | | | | | | | | | | | | | | |

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2022 Gunnison County Budget; Staff-Proposed Budget Presentation

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Per State law and best practice, the draft 2022 Budget is presented for discussion.

Fiscal Impact: \$94 mil expenditures & \$79 mil revenues w/ usage of \$15 mil in fund balance

Submitted by: Juan Guerra

Submitter's Email Address: jguerra@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 10/7/2021

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: 10/8/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 10/12/2021



2022 Draft Budget - #1



January 1 - December 31

GUNNISON COUNTY, COLORADO

2022 DRAFT BUDGET JANUARY 1 - DECEMBER 31

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MEMORANDUM

DATE: October 12, 2021

TO: Members of the Gunnison County Board of County Commissioners

FROM: Juan G Guerra, Chief Financial Officer

SUBJECT: 2022 Draft Budget #1

The 2022 Draft Budget #1 has been developed following our adopted financial policies and was once again informed by the results expected as outlined in your Strategic Business Plan. This draft budget is balanced. A balanced budget is defined as: expenditures equals revenues plus available resources (available fund balance).

This draft budget includes total appropriations of \$94,762,940 (an increase of 28% or \$26.3 million), total revenues of \$79,754,270 (an increase of 23% or \$18.1 million), and purposely used available fund balance of \$15,008,670 to balance the budget. This budget does not include the GVH (Hospital), we should receive their budget information towards the end of October.

There are several reasons for the increase in appropriations, revenues, and the use of fund balance, they are as follows:

Appropriations:

- Cost of living adjustment to all employees of 5.25%, or roughly \$600,000 in order to try and keep up with inflation and housing costs
- New payroll expenses, mainly due to grant related operations of \$1.2 million, increasing FTE's from 200.67 to 212.36, and the adjustment of the organizational structure.
- Capital expenditures for projects increased by \$13.6 million (\$8.7 million fund balance) for the Library building, and housing at fairgrounds area
- Sales tax expenses \$2.5 million (\$1.5 million fund balance) due to debt service transfer of \$700,000 and contribution to GVH of \$200,000
- Airport increased \$8.6 million mainly due to CARES ACT grant of \$1.7 million and the terminal construction project
- Health Insurance fund required a more thorough analysis, even with a very good insurance year in 2021 the loss on the fund is projected to be \$548,510. For long-term viability and to strengthen this fund, the General Fund had to start funding the administrative portion of the activity, and a 3-year employee rate increase of 10% per year had to begin to take effect. We are currently in the process of looking at other ways to save money on this activity.

Revenues:

- Projected sales tax grew \$500,000 from the 2021 budget, 0% growth is projected due to lack of good trend data for current growth
- Projected Local Marketing District tax grew \$800,000 from the 2021 budget, a 10% reduction is projected due to lack of good trend data for current growth, current growth rate of 70% is not expected to be maintained due to the major growth rate and lack of history at that rate
- General Fund increased by \$1.7 million mainly due to growth in property taxes of \$1.2 million and Juvenile Services grants of over \$400,000
 - Mil Levy and revenues are as follows:

| Fund | 2021 Mill Levy | 2022 Property Tax Revenue | 2020 Mill Levy | 2021 Property Tax Revenue | 2022 vs 2021 \$ Diff/Change |
|-----------------|----------------|---------------------------|----------------|---------------------------|-----------------------------|
| General | 12.991 | \$ 10,793,467 | 14.521 | \$ 10,344,843 | \$ 448,624 |
| Public Welfare | 0.450 | \$ 373,936 | 0.503 | \$ 358,349 | \$ 15,587 |
| Public Hospital | 1.077 | \$ 895,033 | 1.202 | \$ 856,461 | \$ 38,572 |
| TOTALS | 14.518 | \$ 12,062,436 | 16.226 | \$ 11,559,653 | \$ 502,783 |

- RTA is projecting an increase of \$1.8 million in their tax revenue
- Intergovernmental revenues increased by \$11.4 million, or 33%, mainly due to federal funding for the airport terminal projects

Use of Fund Balance:

- Airport terminal project is using \$1.8 million of prior year funding for a total of \$18 million in 2022
- Road & Bridge operations are using \$1.1 million of prior year funding (new funding source needed!)
- Sales Tax is using \$1.5 million of prior year funding to fund Capital Improvement Projects (CIP)
- Capital Expenditure is using \$8.7 million of prior year funding for the Library building, and housing at fairgrounds area
- Local Marketing District is using \$1.8 million of prior year funding, mainly due to TAPP funding

Capital purchases are proposed to be \$3.2 million. The General Fund is requesting \$83,320, Public Works is requesting \$890,000, Airport is requesting \$80,000, and the RTA is requesting \$2,150,000 in capital purchases.

Financing/refinancing in the form of capital leases for fixed assets are expected to be \$1,092,360.

Water, Sewer, and Solid Waste user fees should be evaluated, adjustments are needed for each.

The Draft Budget #2 and Draft 5-Year CIP will be presented to the BOCC on November 23 (year 1 of CIP is fully funded for the first time). On December 14 we hope to have the Budget and CIP adopted.



SUMMARY - ALL FUNDS

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|----------------------|---------------------------|----------------------|-------------------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ 20,915,855 | \$ 19,111,661 | \$ 22,985,670 | \$ 23,369,810 |
| Licenses and Permits | 655,016 | 553,895 | 967,380 | 619,630 |
| Intergovernmental | 18,283,669 | 23,704,803 | 27,309,920 | 35,168,500 |
| Charges for Services | 4,992,489 | 3,815,330 | 4,169,580 | 4,187,140 |
| Contributions and Other Grants | 507,004 | 477,296 | 884,870 | 267,460 |
| Fines & Forfeitures | 163,477 | 193,740 | 129,580 | 155,980 |
| Investment Income | 751,997 | 521,155 | 73,190 | 158,650 |
| Interfund Revenues | 7,438,834 | 6,442,109 | 6,347,770 | 8,422,990 |
| Transfers In | 2,706,541 | 4,683,521 | 3,793,830 | 4,641,180 |
| Other Financing Sources/Misc. | 33,207,231 | 2,100,885 | 2,588,160 | 2,762,930 |
| Total Revenues | \$ 89,622,113 | \$ 61,604,395 | \$ 69,249,950 | \$ 79,754,270 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 15,707,368 | \$ 17,781,163 | \$ 17,072,680 | \$ 19,388,050 |
| Supplies | 3,880,299 | 4,075,430 | 4,731,810 | 4,416,040 |
| Purchased Services | 13,131,320 | 14,316,154 | 16,874,280 | 15,669,030 |
| Community Prgms/Contrib. | 4,255,182 | 3,791,410 | 4,948,160 | 3,980,880 |
| Financing Costs | 26,085,766 | 3,136,700 | 2,898,940 | 3,367,560 |
| Transfers Out | 2,706,540 | 4,712,665 | 3,815,780 | 4,841,180 |
| Capital Outlay | 6,262,699 | 14,292,471 | 12,989,630 | 36,943,360 |
| Miscellaneous | 6,972,348 | 6,355,265 | 4,899,950 | 6,156,840 |
| Total Expenditures | \$ 79,001,522 | \$ 68,461,258 | \$ 68,231,230 | \$ 94,762,940 |
| Excess Revenues/(Expenditures) | \$ 10,620,591 | \$ (6,856,863) | \$ 1,018,720 | \$ (15,008,670) |
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 26,184,265 | 36,804,856 | 36,804,856 | 37,823,576 |
| Net Fund Balance | \$ 36,804,856 | \$ 29,947,993 | \$ 37,823,576 | \$ 22,814,906 |

Note: does not include GVH (Hospital)

GUNNISON COUNTY
SUMMARY - 2022 BUDGET BY TYPE OF FUND
GOVERNMENTAL FUNDS

DRAFT # 1 - Summary of Fund Resources - OCT 2021

| | General | Special Revenue Funds (Restricted Revenues) | | | | | | | | | | | |
|--|----------------------|---|---------------------|-----------------------|-----------------------|---------------------|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-----------------------|
| | General | Road & Bridge | Health & Human Svcs | Sales Tax | Capital Expenditure | Public Health | Conservation Trust | Mosquito Control | Land Preservation | Sage Grouse | Risk Management | Housing Authority | Local Marketing Dist |
| REVENUES | | | | | | | | | | | | | |
| Taxes | \$ 11,279,170 | \$ 270,000 | \$ 375,040 | \$ 3,120,800 | \$ - | \$ - | \$ - | \$ 71,000 | \$ 609,800 | \$ - | \$ - | \$ - | \$ 2,520,000 |
| Licenses and Permits | 593,630 | 26,000 | - | - | - | - | - | - | - | - | - | - | - |
| Intergovernmental | 1,663,130 | 4,823,800 | 4,729,260 | - | 2,806,870 | 2,041,410 | 60,000 | 17,700 | - | - | - | - | - |
| Charges for Services | 945,560 | 6,200 | 200 | - | - | 112,000 | - | - | 76,710 | - | 5,000 | - | - |
| Contributions and Other Grants | 183,810 | - | 1,000 | - | - | 82,650 | - | - | - | - | - | - | - |
| Fines & Forfeitures | 117,000 | - | - | 14,000 | - | - | - | - | - | - | - | - | 12,000 |
| Investment Income | 77,300 | 4,000 | 8,000 | 5,000 | 4,000 | - | 500 | 150 | 1,500 | 1,000 | 600 | 500 | 15,000 |
| Interfund Revenues | 967,000 | - | - | - | 1,934,970 | - | - | - | - | - | 90,000 | - | - |
| Transfers In | 1,016,250 | 81,630 | - | - | 956,500 | 209,420 | - | 16,180 | - | - | - | - | - |
| Other Financing Sources/Misc. | 206,940 | 35,950 | - | - | - | 55,000 | - | - | - | - | 10,000 | 105,840 | - |
| Total Revenues | \$ 17,049,790 | \$ 5,247,580 | \$ 5,113,500 | \$ 3,139,800 | \$ 5,702,340 | \$ 2,500,480 | \$ 60,500 | \$ 105,030 | \$ 611,300 | \$ 77,710 | \$ 100,600 | \$ 111,340 | \$ 2,547,000 |
| EXPENDITURES | | | | | | | | | | | | | |
| Personnel | \$ 10,174,860 | \$ 2,689,690 | \$ 1,815,120 | \$ - | \$ - | \$ 1,663,160 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Supplies | 644,310 | 1,263,870 | 61,130 | - | - | 157,530 | - | - | - | - | - | 15,850 | - |
| Purchased Services | 4,483,110 | 2,044,990 | 381,230 | 57,860 | 331,870 | 620,000 | 60,500 | 103,250 | 7,500 | 12,000 | 600 | 85,770 | 3,594,830 |
| Community Prgms/Contrib. | 257,210 | - | 2,894,870 | 220,000 | - | - | - | - | 603,800 | - | - | - | - |
| Financing Costs | 25,260 | 930 | - | 386,290 | - | - | - | - | - | - | - | - | - |
| Transfers Out | 421,400 | 320,000 | 123,000 | 3,185,120 | - | 62,230 | - | 1,780 | - | 31,800 | - | 9,720 | 41,590 |
| Capital Outlay | 335,490 | - | - | 810,000 | 14,056,500 | - | - | - | - | - | - | - | - |
| Miscellaneous | 626,350 | 46,600 | 250 | - | - | - | - | - | - | - | 100,000 | - | 25,500 |
| Total Expenditures | \$ 16,967,990 | \$ 6,366,080 | \$ 5,275,600 | \$ 4,659,270 | \$ 14,388,370 | \$ 2,502,920 | \$ 60,500 | \$ 105,030 | \$ 611,300 | \$ 43,800 | \$ 100,600 | \$ 111,340 | \$ 3,661,920 |
| Excess Revenues/ (Expenditures) | \$ 81,800 | \$ (1,118,500) | \$ (162,100) | \$ (1,519,470) | \$ (8,686,030) | \$ (2,440) | \$ - | \$ - | \$ - | \$ 33,910 | \$ - | \$ - | \$ (1,114,920) |
| Available Fund Balance | | | | | | | | | | | | | |
| Per Audit Report - Dec 31, 2020 | 5,425,866 | 1,868,504 | 357,257 | 2,841,387 | 8,999,347 | 87,208 | 111,984 | 14,037 | 740,521 | 183,006 | 212,924 | 643,845 | 1,708,175 |
| Net Fund Balance | \$ 5,507,666 | \$ 750,004 | \$ 195,157 | \$ 1,321,917 | \$ 313,317 | \$ 84,768 | \$ 111,984 | \$ 14,037 | \$ 740,521 | \$ 216,916 | \$ 212,924 | \$ 643,845 | \$ 593,255 |

GUNNISON COUNTY
SUMMARY - 2022 BUDGET BY TYPE OF FUND
PROPRIETARY & OTHER FUNDS
DRAFT # 1 - Summary of Fund Resources - OCT 2021

| | Business-Type Funds | | | | | Internal Service Funds | | | Debt | Fiduciary | Component Unit |
|--|-----------------------|---------------------|-------------------|---------------------|-------------------|------------------------|---------------------|------------------------|---------------------|-------------------|---------------------|
| | Airport | Sewer | Water | Solid Waste | Mt View | ISF I Fleet | ISF II Technology | ISF III Self Insurance | Debt Service | Public Trust | RTA |
| REVENUES | | | | | | | | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,124,000 |
| Licenses and Permits | - | - | - | - | - | - | - | - | - | - | - |
| Intergovernmental | 17,103,850 | - | 11,860 | - | 138,000 | - | - | - | - | - | 1,772,620 |
| Charges for Services | 746,160 | 763,010 | 352,800 | 1,112,000 | - | 3,000 | 1,500 | - | - | 63,000 | - |
| Contributions and Other Grants | - | - | - | - | - | - | - | - | - | - | - |
| Fines & Forfeitures | - | 2,480 | - | 500 | - | - | - | - | - | - | 10,000 |
| Investment Income | 3,000 | 2,000 | 500 | 6,000 | 100 | 2,000 | 1,000 | 1,500 | - | - | 25,000 |
| Interfund Revenues | - | - | - | - | - | 2,256,000 | 665,790 | 2,509,230 | - | - | - |
| Transfers In | - | - | 33,950 | - | - | 131,220 | 22,000 | 140,960 | 2,000,230 | 32,840 | - |
| Other Financing Sources/Misc. | 866,010 | - | 8,030 | 240,230 | 96,400 | 992,130 | - | 120,000 | - | - | 26,400 |
| Total Revenues | \$ 18,719,020 | \$ 767,490 | \$ 407,140 | \$ 1,358,730 | \$ 234,500 | \$ 3,384,350 | \$ 690,290 | \$ 2,771,690 | \$ 2,000,230 | \$ 95,840 | \$ 6,958,020 |
| EXPENDITURES | | | | | | | | | | | |
| Personnel | \$ 972,400 | \$ 69,480 | \$ 114,610 | \$ 581,490 | \$ 13,180 | \$ 736,270 | \$ 501,430 | \$ - | \$ - | \$ 56,360 | \$ - |
| Supplies | 145,350 | 9,200 | 20,510 | 79,080 | 3,000 | 967,770 | 84,720 | 674,320 | - | 200 | 289,200 |
| Purchased Services | 1,012,500 | 587,110 | 131,600 | 367,980 | 158,650 | 262,620 | 197,580 | - | - | 6,280 | 1,161,200 |
| Community Prgms/Contrib. | 2,500 | - | 2,500 | - | - | - | - | - | - | - | - |
| Financing Costs | 177,510 | 96,250 | 50,980 | 273,460 | 56,030 | 300,520 | - | - | 2,000,230 | - | 100 |
| Transfers Out | 55,620 | 50,600 | 15,250 | 73,110 | - | 93,940 | 85,660 | 58,660 | - | - | 211,700 |
| Capital Outlay | 18,204,570 | 351,800 | 30,000 | 170,000 | - | 835,000 | - | - | - | - | 2,150,000 |
| Miscellaneous | - | - | 29,720 | 35,000 | 3,640 | - | - | 2,296,400 | - | 33,000 | 2,960,380 |
| Total Expenditures | \$ 20,570,450 | \$ 1,164,440 | \$ 395,170 | \$ 1,580,120 | \$ 234,500 | \$ 3,196,120 | \$ 869,390 | \$ 3,029,380 | \$ 2,000,230 | \$ 95,840 | \$ 6,772,580 |
| Excess Revenues/ (Expenditures) | \$ (1,851,430) | \$ (396,950) | \$ 11,970 | \$ (221,390) | \$ - | \$ 188,230 | \$ (179,100) | \$ (257,690) | \$ - | \$ - | \$ 185,440 |
| Available Fund Balance | | | | | | | | | | | |
| Per Audit Report - Dec 31, 2020 | 1,992,515 | 1,439,559 | 654,295 | 496,868 | (7,513) | 1,836,686 | 900,750 | 1,508,889 | 2,759 | 760,230 | 5,044,477 |
| Net Fund Balance | \$ 141,085 | \$ 1,042,609 | \$ 666,265 | \$ 275,478 | \$ (7,513) | \$ 2,024,916 | \$ 721,650 | \$ 1,251,199 | \$ 2,759 | \$ 760,230 | \$ 5,229,917 |

Note: does not include GVH (Hospital)



GENERAL FUND
Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|----------------------|---------------------------|----------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ 10,187,295 | \$ 9,998,900 | \$ 10,771,000 | \$ 11,279,170 |
| Licenses and Permits | 626,281 | 542,895 | 924,380 | 593,630 |
| Intergovernmental | 3,460,613 | 1,557,667 | 1,639,510 | 1,663,130 |
| Charges for Services | 922,359 | 652,024 | 913,630 | 945,560 |
| Contributions and Other Grants | 250,462 | 237,086 | 273,680 | 183,810 |
| Fines & Forfeitures | 90,519 | 140,353 | 91,000 | 117,000 |
| Investment Income | 309,782 | 203,040 | 11,100 | 77,300 |
| Interfund Revenues | 1,036,829 | 904,000 | 966,000 | 967,000 |
| Transfers In | 850,968 | 1,146,378 | 1,114,910 | 1,016,250 |
| Other Financing Sources/Misc. | 235,059 | 401,365 | 207,250 | 206,940 |
| Total Revenues | \$ 17,970,167 | \$ 15,783,708 | \$ 16,912,460 | \$ 17,049,790 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 8,645,289 | \$ 9,393,800 | \$ 9,292,190 | \$ 10,174,860 |
| Supplies | 819,853 | 613,713 | 610,890 | 644,310 |
| Purchased Services | 4,079,839 | 4,346,123 | 4,454,210 | 4,483,110 |
| Community Prgms/Contrib. | 155,314 | 271,095 | 400,850 | 257,210 |
| Financing Costs | 48,463 | 20,706 | 25,200 | 25,260 |
| Transfers Out | 301,322 | 652,100 | 739,230 | 421,400 |
| Capital Outlay | 147,236 | 504,892 | 262,260 | 335,490 |
| Miscellaneous | 1,346,636 | 1,596,142 | 315,250 | 626,350 |
| Total Expenditures | \$ 15,543,952 | \$ 17,398,571 | \$ 16,100,080 | \$ 16,967,990 |
| Excess Revenues/(Expenditures) | \$ 2,426,215 | \$ (1,614,863) | \$ 812,380 | \$ 81,800 |

| | | | | |
|---|---------------------|---------------------|---------------------|---------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020* | 2,187,271 | 4,613,486 | 4,613,486 | 5,425,866 |
| Net Fund Balance | \$ 4,613,486 | \$ 2,998,623 | \$ 5,425,866 | \$ 5,507,666 |
| Ending Fund Balance % of Total Expenditures | | | | 32.46% |

*Not including 25% contingency funds set aside for emergencies



ROAD & BRIDGE FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ 235,343 | \$ 200,000 | \$ 280,000 | \$ 270,000 |
| Licenses and Permits | 28,735 | 11,000 | 43,000 | 26,000 |
| Intergovernmental | 4,532,756 | 4,593,516 | 4,574,400 | 4,823,800 |
| Charges for Services | 34,255 | 6,720 | 84,010 | 6,200 |
| Contributions and Other Grants | 4,271 | - | - | - |
| Fines & Forfeitures | 24 | 10 | - | - |
| Investment Income | 60,077 | 35,000 | 4,000 | 4,000 |
| Interfund Revenues | 130 | 100 | - | - |
| Transfers In | 83,676 | 157,158 | 81,590 | 81,630 |
| Other Financing Sources/Misc. | 43,569 | 36,347 | 38,480 | 35,950 |
| Total Revenues | \$ 5,022,836 | \$ 5,039,851 | \$ 5,105,480 | \$ 5,247,580 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 2,082,072 | \$ 2,471,417 | \$ 2,269,840 | \$ 2,689,690 |
| Supplies | 808,159 | 1,089,600 | 1,569,500 | 1,263,870 |
| Purchased Services | 1,919,334 | 1,908,673 | 1,650,530 | 2,044,990 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | 128 | 928 | 930 | 930 |
| Transfers Out | 208,304 | 332,185 | 333,720 | 320,000 |
| Capital Outlay | 433,014 | 20,000 | - | - |
| Miscellaneous | 200 | 46,600 | 46,600 | 46,600 |
| Total Expenditures | \$ 5,451,211 | \$ 5,869,403 | \$ 5,871,120 | \$ 6,366,080 |
| Excess Revenues/(Expenditures) | \$ (428,375) | \$ (829,552) | \$ (765,640) | \$ (1,118,500) |

| | | | | |
|---|---------------------|---------------------|---------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 3,062,519 | 2,634,144 | 2,634,144 | 1,868,504 |
| Net Fund Balance | \$ 2,634,144 | \$ 1,804,592 | \$ 1,868,504 | \$ 750,004 |
| Ending Fund Balance % of Total Expenditures | | | | 11.78% |



HEALTH & HUMAN SERVICES FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ 335,959 | \$ 333,100 | \$ 358,900 | \$ 375,040 |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | 5,108,994 | 4,481,844 | 5,431,800 | 4,729,260 |
| Charges for Services | 9,657 | 11,900 | 320 | 200 |
| Contributions and Other Grants | 1,822 | 1,250 | 1,000 | 1,000 |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 6,979 | 8,000 | 2,000 | 8,000 |
| Interfund Revenues | - | - | - | - |
| Transfers In | - | - | - | - |
| Other Financing Sources/Misc. | 2,784 | - | - | - |
| Total Revenues | \$ 5,466,195 | \$ 4,836,094 | \$ 5,794,020 | \$ 5,113,500 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 1,489,632 | \$ 1,681,676 | \$ 1,588,930 | \$ 1,815,120 |
| Supplies | 25,608 | 40,331 | 32,260 | 61,130 |
| Purchased Services | 415,720 | 415,490 | 354,170 | 381,230 |
| Community Prgms/Contrib. | 3,308,405 | 2,644,915 | 3,671,910 | 2,894,870 |
| Financing Costs | - | - | - | - |
| Transfers Out | 139,558 | 136,000 | 127,150 | 123,000 |
| Capital Outlay | - | - | - | - |
| Miscellaneous | 3,014 | (51,653) | (52,070) | 250 |
| Total Expenditures | \$ 5,381,937 | \$ 4,866,759 | \$ 5,722,350 | \$ 5,275,600 |
| Excess Revenues/(Expenditures) | \$ 84,258 | \$ (30,665) | \$ 71,670 | \$ (162,100) |

| | | | | |
|---|-------------------|-------------------|-------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 201,329 | 285,587 | 285,587 | 357,257 |
| Net Fund Balance | \$ 285,587 | \$ 254,922 | \$ 357,257 | \$ 195,157 |
| Ending Fund Balance % of Total Expenditures | | | | 3.70% |



SALES TAX FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ 2,879,460 | \$ 2,648,392 | \$ 3,120,760 | \$ 3,120,800 |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | - | - |
| Charges for Services | - | - | - | - |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | 13,663 | 19,097 | 14,000 | 14,000 |
| Investment Income | 26,133 | 25,000 | 4,000 | 5,000 |
| Interfund Revenues | - | - | - | - |
| Transfers In | - | - | - | - |
| Other Financing Sources/Misc. | - | - | - | - |
| Total Revenues | \$ 2,919,256 | \$ 2,692,489 | \$ 3,138,760 | \$ 3,139,800 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | - | - | - | - |
| Supplies | - | - | - | - |
| Purchased Services | 53,106 | 52,546 | 44,900 | 57,860 |
| Community Prgms/Contrib. | 3,081 | 20,000 | 20,000 | 220,000 |
| Financing Costs | 368,325 | 384,268 | 386,300 | 386,290 |
| Transfers Out | 1,465,575 | 1,634,668 | 1,993,740 | 3,185,120 |
| Capital Outlay | 47,992 | 100,000 | 40,000 | 810,000 |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 1,938,079 | \$ 2,191,482 | \$ 2,484,940 | \$ 4,659,270 |
| Excess Revenues/(Expenditures) | \$ 981,177 | \$ 501,007 | \$ 653,820 | \$ (1,519,470) |

| | | | | |
|---|---------------------|---------------------|---------------------|---------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 1,206,390 | 2,187,567 | 2,187,567 | 2,841,387 |
| Net Fund Balance | \$ 2,187,567 | \$ 2,688,574 | \$ 2,841,387 | \$ 1,321,917 |
| Ending Fund Balance % of Total Expenditures | | | | 28.37% |



CAPITAL EXPENDITURE FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|----------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | 299,402 | 1,148,938 | 2,629,610 | 2,806,870 |
| Charges for Services | - | - | - | - |
| Contributions and Other Grants | 204,658 | 96,444 | 460,340 | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 27,673 | 18,200 | 4,000 | 4,000 |
| Interfund Revenues | 1,000,000 | - | 25,000 | 1,934,970 |
| Transfers In | 26,540 | - | - | 956,500 |
| Other Financing Sources/Misc. | 31,196,920 | - | - | - |
| Total Revenues | \$ 32,755,193 | \$ 1,263,582 | \$ 3,118,950 | \$ 5,702,340 |
| . | | | | |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ - | \$ - | \$ - | \$ - |
| Supplies | 6,691 | 18,697 | 18,700 | - |
| Purchased Services | 192,078 | 803,722 | 914,040 | 331,870 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | 23,893,390 | - | - | - |
| Transfers Out | - | - | - | - |
| Capital Outlay | 2,462,881 | 791,112 | 2,444,140 | 14,056,500 |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 26,555,040 | \$ 1,613,531 | \$ 3,376,880 | \$ 14,388,370 |
| Excess Revenues/(Expenditures) | \$ 6,200,153 | \$ (349,949) | \$ (257,930) | \$ (8,686,030) |

| | | | | |
|---|---------------------|---------------------|---------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 3,057,124 | 9,257,277 | 9,257,277 | 8,999,347 |
| Net Fund Balance | \$ 9,257,277 | \$ 8,907,328 | \$ 8,999,347 | \$ 313,317 |
| Ending Fund Balance % of Total Expenditures | | | | 2.18% |



PUBLIC HEALTH FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | 1,108,617 | 1,613,435 | 1,506,320 | 2,041,410 |
| Charges for Services | 99,679 | 143,034 | 57,000 | 112,000 |
| Contributions and Other Grants | 45,791 | 142,516 | 149,850 | 82,650 |
| Fines & Forfeitures | - | 5,000 | - | - |
| Investment Income | 1,859 | 800 | 800 | - |
| Interfund Revenues | - | - | - | - |
| Transfers In | 163,419 | 231,947 | 231,950 | 209,420 |
| Other Financing Sources/Misc. | 47,285 | 70,000 | 60,000 | 55,000 |
| Total Revenues | \$ 1,466,650 | \$ 2,206,732 | \$ 2,005,920 | \$ 2,500,480 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 720,344 | \$ 1,388,889 | \$ 1,181,260 | \$ 1,663,160 |
| Supplies | 352,856 | 189,139 | 181,550 | 157,530 |
| Purchased Services | 261,821 | 475,697 | 434,000 | 620,000 |
| Community Prgms/Contrib. | 42,000 | 400 | 400 | - |
| Financing Costs | - | - | - | - |
| Transfers Out | 60,228 | 71,659 | 71,660 | 62,230 |
| Capital Outlay | 25,235 | 71,000 | 72,410 | - |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 1,462,484 | \$ 2,196,784 | \$ 1,941,280 | \$ 2,502,920 |
| Excess Revenues/(Expenditures) | \$ 4,166 | \$ 9,948 | \$ 64,640 | \$ (2,440) |

| | | | | |
|---|------------------|------------------|------------------|------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 18,402 | 22,568 | 22,568 | 87,208 |
| Net Fund Balance | \$ 22,568 | \$ 32,516 | \$ 87,208 | \$ 84,768 |
| Ending Fund Balance % of Total Expenditures | | | | 3.39% |



CONSERVATION TRUST FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|------------------|---------------------------|-------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | 62,618 | 60,000 | 65,000 | 60,000 |
| Charges for Services | - | - | - | - |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 1,297 | 2,000 | 500 | 500 |
| Interfund Revenues | - | - | - | - |
| Transfers In | - | - | - | - |
| Other Financing Sources/Misc. | - | - | - | - |
| Total Revenues | \$ 63,915 | \$ 62,000 | \$ 65,500 | \$ 60,500 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ - | \$ - | \$ - | \$ - |
| Supplies | 7,150 | - | - | - |
| Purchased Services | 5,085 | 800 | 14,610 | 60,500 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | - | - | - | - |
| Transfers Out | 10,891 | - | - | - |
| Capital Outlay | - | - | - | - |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 23,126 | \$ 800 | \$ 14,610 | \$ 60,500 |
| Excess Revenues/(Expenditures) | \$ 40,789 | \$ 61,200 | \$ 50,890 | \$ - |

| | | | | |
|---|------------------|-------------------|-------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 20,305 | 61,094 | 61,094 | 111,984 |
| Net Fund Balance | \$ 61,094 | \$ 122,294 | \$ 111,984 | \$ 111,984 |
| Ending Fund Balance % of Total Expenditures | | | | 185.10% |



MOSQUITO CONTROL FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|-------------------|---------------------------|-------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ 67,425 | \$ 68,077 | \$ 68,890 | \$ 71,000 |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | 16,863 | 17,203 | 17,210 | 17,700 |
| Charges for Services | - | - | - | - |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 804 | 729 | 150 | 150 |
| Interfund Revenues | - | - | - | - |
| Transfers In | 16,863 | 17,203 | 17,210 | 16,180 |
| Other Financing Sources/Misc. | - | - | - | - |
| Total Revenues | \$ 101,955 | \$ 103,212 | \$ 103,460 | \$ 105,030 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ - | \$ - | \$ - | \$ - |
| Supplies | - | - | - | - |
| Purchased Services | 99,533 | 101,336 | 101,580 | 103,250 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | - | - | - | - |
| Transfers Out | 1,776 | 1,879 | 1,880 | 1,780 |
| Capital Outlay | - | - | - | - |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 101,309 | \$ 103,215 | \$ 103,460 | \$ 105,030 |
| Excess Revenues/(Expenditures) | \$ 646 | \$ (3) | \$ - | \$ - |

| | | | | |
|---|------------------|------------------|------------------|------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 13,391 | 14,037 | 14,037 | 14,037 |
| Net Fund Balance | \$ 14,037 | \$ 14,034 | \$ 14,037 | \$ 14,037 |
| Ending Fund Balance % of Total Expenditures | | | | 13.36% |



LAND PRESERVATION FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ 557,532 | \$ 526,332 | \$ 609,840 | \$ 609,800 |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | - | - |
| Charges for Services | - | - | - | - |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 18,058 | 10,000 | 1,500 | 1,500 |
| Interfund Revenues | - | - | - | - |
| Transfers In | - | - | - | - |
| Other Financing Sources/Misc. | - | - | - | - |
| Total Revenues | \$ 575,590 | \$ 536,332 | \$ 611,340 | \$ 611,300 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | - | - | - | - |
| Supplies | - | - | - | - |
| Purchased Services | 7,407 | 7,263 | 7,260 | 7,500 |
| Community Prgms/Contrib. | 741,382 | 850,000 | 850,000 | 603,800 |
| Financing Costs | - | - | - | - |
| Transfers Out | - | - | - | - |
| Capital Outlay | - | - | - | - |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 748,789 | \$ 857,263 | \$ 857,260 | \$ 611,300 |
| Excess Revenues/(Expenditures) | \$ (173,199) | \$ (320,931) | \$ (245,920) | \$ - |

| | | | | |
|---|-------------------|-------------------|-------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 1,159,640 | 986,441 | 986,441 | 740,521 |
| Net Fund Balance | \$ 986,441 | \$ 665,510 | \$ 740,521 | \$ 740,521 |
| Ending Fund Balance % of Total Expenditures | | | | 121.14% |



SAGE GROUSE FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|------------------|---------------------------|-------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | - | - |
| Charges for Services | 69,876 | 73,057 | 73,060 | 76,710 |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 2,610 | 2,000 | 500 | 1,000 |
| Interfund Revenues | - | - | - | - |
| Transfers In | - | - | - | - |
| Other Financing Sources/Misc. | - | - | - | - |
| Total Revenues | \$ 72,486 | \$ 75,057 | \$ 73,560 | \$ 77,710 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ - | \$ - | \$ - | \$ - |
| Supplies | - | 200 | 200 | - |
| Purchased Services | 1,721 | 2,000 | 12,910 | 12,000 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | - | - | - | - |
| Transfers Out | 29,742 | 36,000 | 36,000 | 31,800 |
| Capital Outlay | - | - | - | - |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 31,463 | \$ 38,200 | \$ 49,110 | \$ 43,800 |
| Excess Revenues/(Expenditures) | \$ 41,023 | \$ 36,857 | \$ 24,450 | \$ 33,910 |

| | | | | |
|---|-------------------|-------------------|-------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 117,533 | 158,556 | 158,556 | 183,006 |
| Net Fund Balance | \$ 158,556 | \$ 195,413 | \$ 183,006 | \$ 216,916 |
| Ending Fund Balance % of Total Expenditures | | | | 495.24% |



RISK MANAGEMENT FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|-------------------|---------------------------|-------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | - | - |
| Charges for Services | - | - | - | - |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 4,730 | 4,000 | 200 | 600 |
| Interfund Revenues | 97,005 | 73,555 | 96,800 | 90,000 |
| Transfers In | - | - | - | - |
| Other Financing Sources/Misc. | 21,890 | 10,000 | - | 10,000 |
| Total Revenues | \$ 123,625 | \$ 87,555 | \$ 97,000 | \$ 100,600 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ - | \$ - | \$ - | \$ - |
| Supplies | - | - | - | - |
| Purchased Services | 336 | 800 | 450 | 600 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | - | - | - | - |
| Transfers Out | - | - | - | - |
| Capital Outlay | - | - | - | - |
| Miscellaneous | 108,705 | 150,000 | 96,550 | 100,000 |
| Total Expenditures | \$ 109,041 | \$ 150,800 | \$ 97,000 | \$ 100,600 |
| Excess Revenues/(Expenditures) | \$ 14,584 | \$ (63,245) | \$ - | \$ - |

| | | | | |
|---|-------------------|-------------------|-------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 198,340 | 212,924 | 212,924 | 212,924 |
| Net Fund Balance | \$ 212,924 | \$ 149,679 | \$ 212,924 | \$ 212,924 |
| Ending Fund Balance % of Total Expenditures | | | | 211.65% |



HOUSING AUTHORITY FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|-------------------|---------------------------|-------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | - | - |
| Charges for Services | 4,906 | 5,000 | 5,000 | 5,000 |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | 90 | - | - | - |
| Investment Income | 3,761 | 700 | 710 | 500 |
| Interfund Revenues | - | - | - | - |
| Transfers In | - | - | - | - |
| Other Financing Sources/Misc. | 370,190 | 49,355 | 606,320 | 105,840 |
| Total Revenues | \$ 378,947 | \$ 55,055 | \$ 612,030 | \$ 111,340 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ - | \$ - | \$ - | \$ - |
| Supplies | 40 | 60 | 1,100 | 15,850 |
| Purchased Services | 88,489 | 43,504 | 86,590 | 85,770 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | 2,527 | 2,527 | 1,410 | - |
| Transfers Out | 5,724 | 9,820 | 9,820 | 9,720 |
| Capital Outlay | 205,107 | 150,000 | - | - |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 301,887 | \$ 205,911 | \$ 98,920 | \$ 111,340 |
| Excess Revenues/(Expenditures) | \$ 77,060 | \$ (150,856) | \$ 513,110 | \$ - |

| | | | | |
|---|-------------------|--------------------|-------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 53,675 | 130,735 | 130,735 | 643,845 |
| Net Fund Balance | \$ 130,735 | \$ (20,121) | \$ 643,845 | \$ 643,845 |
| Ending Fund Balance % of Total Expenditures | | | | 578.27% |



LOCAL MARKETING DISTRICT FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ 2,403,889 | \$ 2,042,599 | \$ 2,800,000 | \$ 2,520,000 |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | - | - |
| Charges for Services | - | - | - | - |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | 42,487 | 15,000 | 10,000 | 12,000 |
| Investment Income | 16,629 | 18,000 | 1,500 | 15,000 |
| Interfund Revenues | - | - | - | - |
| Transfers In | - | - | - | - |
| Other Financing Sources/Misc. | - | - | - | - |
| Total Revenues | \$ 2,463,005 | \$ 2,075,599 | \$ 2,811,500 | \$ 2,547,000 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | - | - | - | - |
| Supplies | - | - | - | - |
| Purchased Services | 2,266,320 | 2,493,486 | 2,495,220 | 3,594,830 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | - | - | - | - |
| Transfers Out | 37,704 | 42,733 | 42,740 | 41,590 |
| Capital Outlay | - | - | - | - |
| Miscellaneous | 28,200 | 25,500 | 25,500 | 25,500 |
| Total Expenditures | \$ 2,332,224 | \$ 2,561,719 | \$ 2,563,460 | \$ 3,661,920 |
| Excess Revenues/(Expenditures) | \$ 130,781 | \$ (486,120) | \$ 248,040 | \$ (1,114,920) |

| | | | | |
|---|---------------------|-------------------|---------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 1,329,354 | 1,460,135 | 1,460,135 | 1,708,175 |
| Net Fund Balance | \$ 1,460,135 | \$ 974,015 | \$ 1,708,175 | \$ 593,255 |
| Ending Fund Balance % of Total Expenditures | | | | 16.20% |



DEBT SERVICE FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | 138,855 | - | - | - |
| Charges for Services | - | - | - | - |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 514 | 1,250 | 130 | - |
| Interfund Revenues | - | - | - | - |
| Transfers In | 1,323,160 | 1,579,244 | 2,002,560 | 2,000,230 |
| Other Financing Sources/Misc. | - | - | - | - |
| Total Revenues | \$ 1,462,529 | \$ 1,580,494 | \$ 2,002,690 | \$ 2,000,230 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ - | \$ - | \$ - | \$ - |
| Supplies | - | - | - | - |
| Purchased Services | 1,500 | - | - | - |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | 1,579,544 | 2,184,142 | 2,002,690 | 2,000,230 |
| Transfers Out | - | - | - | - |
| Capital Outlay | - | - | - | - |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 1,581,044 | \$ 2,184,142 | \$ 2,002,690 | \$ 2,000,230 |
| Excess Revenues/(Expenditures) | \$ (118,515) | \$ (603,648) | \$ - | \$ - |

| | | | | |
|---|-----------------|---------------------|-----------------|-----------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 121,274 | 2,759 | 2,759 | 2,759 |
| Net Fund Balance | \$ 2,759 | \$ (600,889) | \$ 2,759 | \$ 2,759 |
| Ending Fund Balance % of Total Expenditures | | | | 0.14% |



AIRPORT OPERATIONS FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | 1,142,560 | 1,617,131 | 1,818,550 | 17,103,850 |
| Charges for Services | 509,662 | 580,534 | 596,090 | 746,160 |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | 3,512 | 2,200 | 2,000 | - |
| Investment Income | 36,928 | 21,000 | 2,800 | 3,000 |
| Interfund Revenues | - | - | - | - |
| Transfers In | - | - | - | - |
| Other Financing Sources/Misc. | 540,955 | 1,227,351 | 1,285,230 | 866,010 |
| Total Revenues | \$ 2,233,617 | \$ 3,448,216 | \$ 3,704,670 | \$ 18,719,020 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 832,103 | \$ 851,402 | \$ 851,620 | \$ 972,400 |
| Supplies | 81,574 | 137,995 | 137,850 | 145,350 |
| Purchased Services | 322,869 | 387,775 | 425,910 | 1,012,500 |
| Community Prgms/Contrib. | 2,500 | 2,500 | 2,500 | 2,500 |
| Financing Costs | 4,081 | 162,837 | 162,740 | 177,510 |
| Transfers Out | 78,956 | 1,403,779 | 66,930 | 55,620 |
| Capital Outlay | 28,420 | 883,800 | 860,550 | 18,204,570 |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 1,350,503 | \$ 3,830,088 | \$ 2,508,100 | \$ 20,570,450 |
| Excess Revenues/(Expenditures) | \$ 883,114 | \$ (381,872) | \$ 1,196,570 | \$ (1,851,430) |

| | | | | |
|---|---------------------|---------------------|---------------------|---------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 1,109,091 | 1,992,205 | 1,992,205 | 3,188,775 |
| Net Fund Balance | \$ 1,992,205 | \$ 1,610,333 | \$ 3,188,775 | \$ 1,337,345 |
| Ending Fund Balance % of Total Expenditures | | | | 6.50% |



AIRPORT CONSTRUCTION FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|-----------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | 987,601 | 7,627,651 | 7,419,020 | - |
| Charges for Services | 106,768 | 125,000 | 125,000 | - |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 8,655 | 1,500 | 1,500 | - |
| Interfund Revenues | - | - | - | - |
| Transfers In | 7,784 | 1,336,851 | - | - |
| Other Financing Sources/Misc. | - | - | - | - |
| Total Revenues | \$ 1,110,808 | \$ 9,091,002 | \$ 7,545,520 | \$ - |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ - | \$ - | \$ - | \$ - |
| Supplies | 914 | - | - | - |
| Purchased Services | 1,156,904 | 631,212 | 3,080,740 | - |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | - | - | - | - |
| Transfers Out | - | - | - | - |
| Capital Outlay | - | 8,259,112 | 5,661,040 | - |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 1,157,818 | \$ 8,890,324 | \$ 8,741,780 | \$ - |
| Excess Revenues/(Expenditures) | \$ (47,010) | \$ 200,678 | \$ (1,196,260) | \$ - |

| | | | | |
|---|-------------|-------------------|-----------------------|-----------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 47,010 | - | - | (1,196,260) |
| Net Fund Balance | \$ - | \$ 200,678 | \$ (1,196,260) | \$ (1,196,260) |
| Ending Fund Balance % of Total Expenditures | | | | #DIV/0! |



SEWER FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|-------------------|---------------------------|--------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | - | - |
| Charges for Services | 766,152 | 763,471 | 771,840 | 763,010 |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | 1,401 | 2,480 | 2,080 | 2,480 |
| Investment Income | 30,404 | 17,575 | 2,100 | 2,000 |
| Interfund Revenues | - | - | - | - |
| Transfers In | - | - | - | - |
| Other Financing Sources/Misc. | 1,176 | - | - | - |
| Total Revenues | \$ 799,133 | \$ 783,526 | \$ 776,020 | \$ 767,490 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 51,931 | \$ 65,228 | \$ 55,280 | \$ 69,480 |
| Supplies | 4,579 | 9,155 | 9,200 | 9,200 |
| Purchased Services | 443,826 | 586,309 | 574,050 | 587,110 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | 88,200 | 96,261 | 96,260 | 96,250 |
| Transfers Out | 44,876 | 46,838 | 47,930 | 50,600 |
| Capital Outlay | 6,128 | 42,000 | 40,000 | 351,800 |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 639,540 | \$ 845,791 | \$ 822,720 | \$ 1,164,440 |
| Excess Revenues/(Expenditures) | \$ 159,593 | \$ (62,265) | \$ (46,700) | \$ (396,950) |

| | | | | |
|---|---------------------|---------------------|---------------------|---------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 1,326,666 | 1,486,259 | 1,486,259 | 1,439,559 |
| Net Fund Balance | \$ 1,486,259 | \$ 1,423,994 | \$ 1,439,559 | \$ 1,042,609 |
| Ending Fund Balance % of Total Expenditures | | | | 89.54% |



WATER FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|-------------------|---------------------------|--------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | 18,570 | - | 97,380 | 11,860 |
| Charges for Services | 391,194 | 357,070 | 353,420 | 352,800 |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 13,654 | 1,600 | 500 | 500 |
| Interfund Revenues | - | - | - | - |
| Transfers In | 29,181 | 29,330 | 32,430 | 33,950 |
| Other Financing Sources/Misc. | 1,324 | 37,747 | 8,030 | 8,030 |
| Total Revenues | \$ 453,923 | \$ 425,747 | \$ 491,760 | \$ 407,140 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 159,891 | \$ 134,783 | \$ 134,450 | \$ 114,610 |
| Supplies | 15,675 | 20,055 | 20,510 | 20,510 |
| Purchased Services | 106,912 | 120,732 | 218,030 | 131,600 |
| Community Prgms/Contrib. | 2,500 | 2,500 | 2,500 | 2,500 |
| Financing Costs | 24,066 | 51,118 | 50,970 | 50,980 |
| Transfers Out | 14,520 | 16,596 | 16,550 | 15,250 |
| Capital Outlay | - | 31,000 | 30,000 | 30,000 |
| Miscellaneous | - | 29,723 | 29,720 | 29,720 |
| Total Expenditures | \$ 323,564 | \$ 406,507 | \$ 502,730 | \$ 395,170 |
| Excess Revenues/(Expenditures) | \$ 130,359 | \$ 19,240 | \$ (10,970) | \$ 11,970 |

| | | | | |
|---|-------------------|-------------------|-------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 534,906 | 665,265 | 665,265 | 654,295 |
| Net Fund Balance | \$ 665,265 | \$ 684,505 | \$ 654,295 | \$ 666,265 |
| Ending Fund Balance % of Total Expenditures | | | | 168.60% |



SOLID WASTE FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | 64,600 | - |
| Charges for Services | 1,069,645 | 1,039,020 | 1,132,000 | 1,112,000 |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | 629 | 1,000 | 500 | 500 |
| Investment Income | 34,641 | 37,000 | 6,000 | 6,000 |
| Interfund Revenues | - | - | - | - |
| Transfers In | 25,450 | - | - | - |
| Other Financing Sources/Misc. | 123,534 | 83,550 | 90,010 | 240,230 |
| Total Revenues | \$ 1,253,899 | \$ 1,160,570 | \$ 1,293,110 | \$ 1,358,730 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 504,563 | \$ 555,917 | \$ 529,000 | \$ 581,490 |
| Supplies | 48,860 | 76,850 | 79,080 | 79,080 |
| Purchased Services | 307,567 | 384,433 | 359,310 | 367,980 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | 10,697 | 158,757 | 98,840 | 273,460 |
| Transfers Out | 73,392 | 78,312 | 78,320 | 73,110 |
| Capital Outlay | 39,437 | 13,765 | 10,000 | 170,000 |
| Miscellaneous | 46,408 | 5,000 | 5,000 | 35,000 |
| Total Expenditures | \$ 1,030,924 | \$ 1,273,034 | \$ 1,159,550 | \$ 1,580,120 |
| Excess Revenues/(Expenditures) | \$ 222,975 | \$ (112,464) | \$ 133,560 | \$ (221,390) |

| | | | | |
|---|-------------------|-------------------|-------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 140,333 | 363,308 | 363,308 | 496,868 |
| Net Fund Balance | \$ 363,308 | \$ 250,844 | \$ 496,868 | \$ 275,478 |
| Ending Fund Balance % of Total Expenditures | | | | 17.43% |



MOUNTAIN VIEW FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|-------------------|---------------------------|-------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | 134,657 | 140,000 | 132,000 | 138,000 |
| Charges for Services | 250 | 100 | - | - |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | 379 | - | 100 | - |
| Investment Income | 1,282 | 500 | 100 | 100 |
| Interfund Revenues | - | - | - | - |
| Transfers In | - | - | - | - |
| Other Financing Sources/Misc. | 110,447 | 89,550 | 92,000 | 96,400 |
| Total Revenues | \$ 247,015 | \$ 230,150 | \$ 224,200 | \$ 234,500 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ - | \$ - | \$ - | \$ 13,180 |
| Supplies | 550 | 3,000 | 3,000 | 3,000 |
| Purchased Services | 139,474 | 144,649 | 164,110 | 158,650 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | 44,644 | 36,982 | 36,990 | 56,030 |
| Transfers Out | - | - | - | - |
| Capital Outlay | - | - | - | - |
| Miscellaneous | 17,028 | 10,250 | 15,700 | 3,640 |
| Total Expenditures | \$ 201,696 | \$ 194,881 | \$ 219,800 | \$ 234,500 |
| Excess Revenues/(Expenditures) | \$ 45,319 | \$ 35,269 | \$ 4,400 | \$ - |

| | | | | |
|---|--------------------|------------------|-------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | (57,232) | (11,913) | (11,913) | (7,513) |
| Net Fund Balance | \$ (11,913) | \$ 23,356 | \$ (7,513) | \$ (7,513) |
| Ending Fund Balance % of Total Expenditures | | | | -3.20% |



ISF I - FLEET FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | - | - |
| Charges for Services | 5,723 | 3,900 | 3,710 | 3,000 |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 23,055 | 20,000 | 2,000 | 2,000 |
| Interfund Revenues | 2,259,634 | 2,114,358 | 2,202,000 | 2,256,000 |
| Transfers In | 100,000 | 100,000 | 100,000 | 131,220 |
| Other Financing Sources/Misc. | 80,493 | 51,100 | 50,440 | 992,130 |
| Total Revenues | \$ 2,468,905 | \$ 2,289,358 | \$ 2,358,150 | \$ 3,384,350 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 669,714 | \$ 690,623 | \$ 701,530 | \$ 736,270 |
| Supplies | 672,375 | 953,250 | 934,270 | 967,770 |
| Purchased Services | 208,386 | 253,763 | 264,690 | 262,620 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | 21,391 | 38,124 | 36,560 | 300,520 |
| Transfers Out | 95,760 | 103,520 | 103,520 | 93,940 |
| Capital Outlay | 518,547 | 835,000 | 835,000 | 835,000 |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 2,186,173 | \$ 2,874,280 | \$ 2,875,570 | \$ 3,196,120 |
| Excess Revenues/(Expenditures) | \$ 282,732 | \$ (584,922) | \$ (517,420) | \$ 188,230 |

| | | | | |
|---|---------------------|---------------------|---------------------|---------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 2,071,374 | 2,354,106 | 2,354,106 | 1,836,686 |
| Net Fund Balance | \$ 2,354,106 | \$ 1,769,184 | \$ 1,836,686 | \$ 2,024,916 |
| Ending Fund Balance % of Total Expenditures | | | | 63.36% |



ISF II - TECHNOLOGY FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|-------------------|---------------------------|-------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | - | - |
| Charges for Services | 238 | 1,500 | 1,500 | 1,500 |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 15,867 | 13,261 | 600 | 1,000 |
| Interfund Revenues | 780,943 | 790,046 | 765,070 | 665,790 |
| Transfers In | 44,500 | 44,500 | 44,500 | 22,000 |
| Other Financing Sources/Misc. | 2,762 | - | - | - |
| Total Revenues | \$ 844,310 | \$ 849,307 | \$ 811,670 | \$ 690,290 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 482,928 | \$ 475,039 | \$ 397,250 | \$ 501,430 |
| Supplies | 95,169 | 90,437 | 76,580 | 84,720 |
| Purchased Services | 189,169 | 182,099 | 180,660 | 197,580 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | - | - | - | - |
| Transfers Out | 77,388 | 86,194 | 86,200 | 85,660 |
| Capital Outlay | - | - | - | - |
| Miscellaneous | - | - | - | - |
| Total Expenditures | \$ 844,654 | \$ 833,769 | \$ 740,690 | \$ 869,390 |
| Excess Revenues/(Expenditures) | \$ (344) | \$ 15,538 | \$ 70,980 | \$ (179,100) |

| | | | | |
|---|-------------------|-------------------|-------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 830,114 | 829,770 | 829,770 | 900,750 |
| Net Fund Balance | \$ 829,770 | \$ 845,308 | \$ 900,750 | \$ 721,650 |
| Ending Fund Balance % of Total Expenditures | | | | 83.01% |



ISF III - HEALTH INSURANCE FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | - | - |
| Charges for Services | - | - | - | - |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | 44,417 | 40,000 | 1,500 | 1,500 |
| Interfund Revenues | 2,264,293 | 2,560,050 | 2,292,900 | 2,509,230 |
| Transfers In | - | - | 127,340 | 140,960 |
| Other Financing Sources/Misc. | 408,203 | 18,120 | 124,000 | 120,000 |
| Total Revenues | \$ 2,716,913 | \$ 2,618,170 | \$ 2,545,740 | \$ 2,771,690 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 15,259 | \$ 17,505 | \$ 16,450 | \$ - |
| Supplies | 797,815 | 659,548 | 789,720 | 674,320 |
| Purchased Services | - | - | - | - |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | - | - | - | - |
| Transfers Out | 49,824 | 49,032 | 49,040 | 58,660 |
| Capital Outlay | - | - | - | - |
| Miscellaneous | 2,383,307 | 2,284,400 | 2,111,700 | 2,296,400 |
| Total Expenditures | \$ 3,246,205 | \$ 3,010,485 | \$ 2,966,910 | \$ 3,029,380 |
| Excess Revenues/(Expenditures) | \$ (529,292) | \$ (392,315) | \$ (421,170) | \$ (257,690) |

| | | | | |
|---|---------------------|---------------------|---------------------|---------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 2,459,351 | 1,930,059 | 1,930,059 | 1,508,889 |
| Net Fund Balance | \$ 1,930,059 | \$ 1,537,744 | \$ 1,508,889 | \$ 1,251,199 |
| Ending Fund Balance % of Total Expenditures | | | | 41.30% |



REGIONAL TRANSPORTATION AUTHORITY FUND

Summary of Fund Resources

| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|---------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ 4,248,952 | \$ 3,294,261 | \$ 4,976,280 | \$ 5,124,000 |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | 1,271,563 | 847,418 | 1,914,520 | 1,772,620 |
| Charges for Services | - | - | - | - |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | 10,773 | 8,600 | 9,900 | 10,000 |
| Investment Income | 62,188 | 40,000 | 25,000 | 25,000 |
| Interfund Revenues | - | - | - | - |
| Transfers In | - | - | - | - |
| Other Financing Sources/Misc. | 20,633 | 26,400 | 26,400 | 26,400 |
| Total Revenues | \$ 5,614,109 | \$ 4,216,679 | \$ 6,952,100 | \$ 6,958,020 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ - | \$ - | \$ - | \$ - |
| Supplies | 142,130 | 173,200 | 267,200 | 289,200 |
| Purchased Services | 859,895 | 967,482 | 1,030,050 | 1,161,200 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | 310 | 50 | 50 | 100 |
| Transfers Out | 11,000 | 11,350 | 11,350 | 211,700 |
| Capital Outlay | 2,348,702 | 2,590,790 | 2,734,230 | 2,150,000 |
| Miscellaneous | 2,069,578 | 2,226,303 | 2,273,000 | 2,960,380 |
| Total Expenditures | \$ 5,431,615 | \$ 5,969,175 | \$ 6,315,880 | \$ 6,772,580 |
| Excess Revenues/(Expenditures) | \$ 182,494 | \$ (1,752,496) | \$ 636,220 | \$ 185,440 |

| | | | | |
|---|---------------------|---------------------|---------------------|---------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 4,225,763 | 4,408,257 | 4,408,257 | 5,044,477 |
| Net Fund Balance | \$ 4,408,257 | \$ 2,655,761 | \$ 5,044,477 | \$ 5,229,917 |
| Ending Fund Balance % of Total Expenditures | | | | 77.22% |



PUBLIC TRUSTEE FUND

Summary of Fund Resources

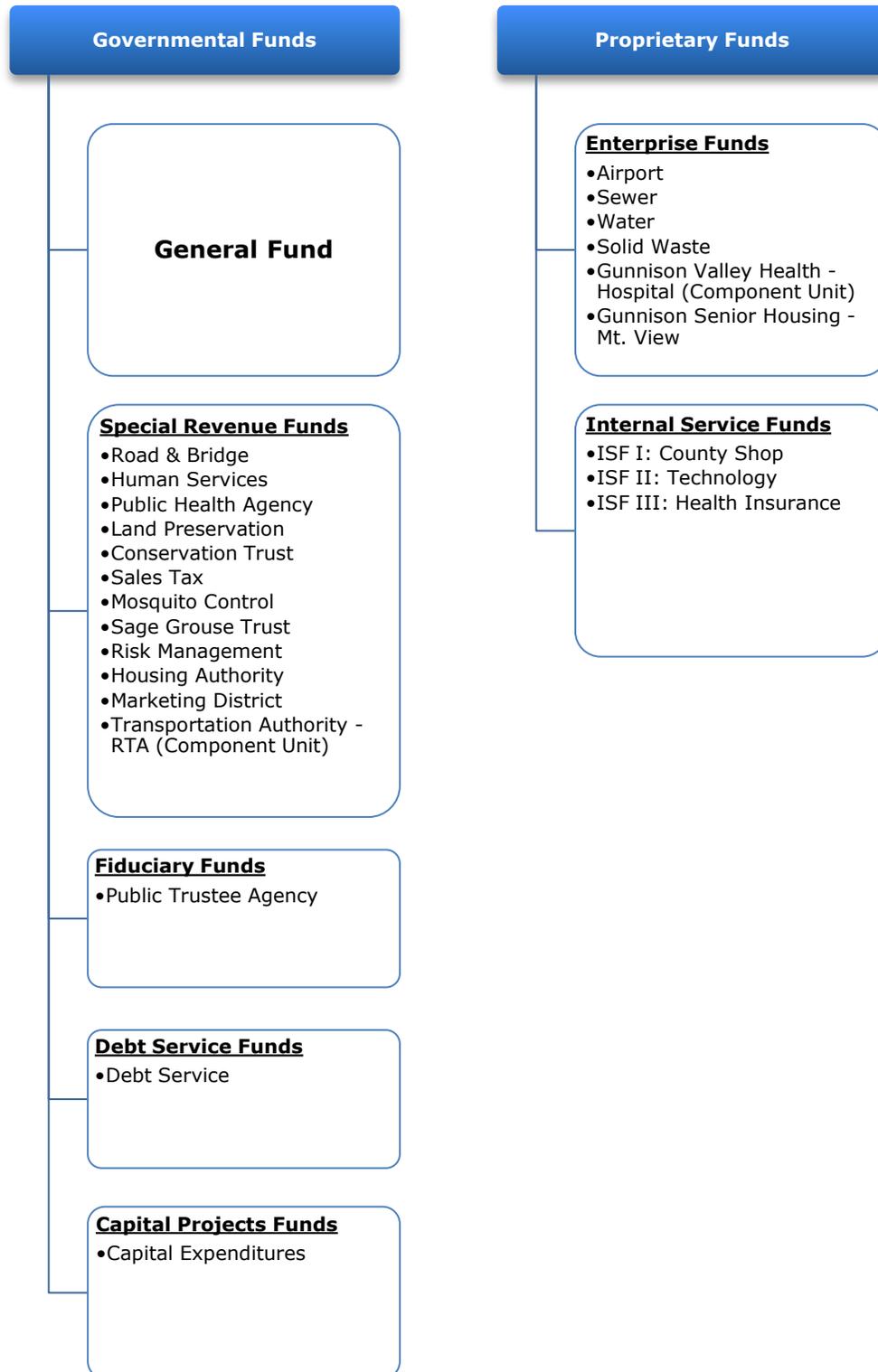
| | 2020 Actual | Revised 2021 Budget | 2021 Projected | DRAFT #1 2022 Budget |
|---------------------------------------|---------------------|---------------------------|-------------------|----------------------------|
| <u>REVENUES</u> | | | | |
| Taxes | \$ - | \$ - | \$ - | \$ - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | - | - |
| Charges for Services | 1,002,125 | 53,000 | 53,000 | 63,000 |
| Contributions and Other Grants | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Investment Income | - | - | - | - |
| Interfund Revenues | - | - | - | - |
| Transfers In | 35,000 | 40,910 | 41,340 | 32,840 |
| Other Financing Sources/Misc. | 7 | - | - | - |
| Total Revenues | \$ 1,037,132 | \$ 93,910 | \$ 94,340 | \$ 95,840 |
| <u>EXPENDITURES</u> | | | | |
| Personnel | \$ 53,642 | \$ 54,884 | \$ 54,880 | \$ 56,360 |
| Supplies | 301 | 200 | 200 | 200 |
| Purchased Services | 4,029 | 6,260 | 6,260 | 6,280 |
| Community Prgms/Contrib. | - | - | - | - |
| Financing Costs | - | - | - | - |
| Transfers Out | - | - | - | - |
| Capital Outlay | - | - | - | - |
| Miscellaneous | 969,272 | 33,000 | 33,000 | 33,000 |
| Total Expenditures | \$ 1,027,244 | \$ 94,344 | \$ 94,340 | \$ 95,840 |
| Excess Revenues/(Expenditures) | \$ 9,888 | \$ (434) | \$ - | \$ - |

| | | | | |
|---|-------------------|-------------------|-------------------|-------------------|
| <u>Available Fund Balance</u> | | | | |
| Per Audit Report - Dec 31, 2020 | 750,342 | 760,230 | 760,230 | 760,230 |
| Net Fund Balance | \$ 760,230 | \$ 759,796 | \$ 760,230 | \$ 760,230 |
| Ending Fund Balance % of Total Expenditures | | | | 793.23% |

GUNNISON COUNTY, COLORADO
2022 BUDGET
List of Capital Assets Budgeted

| Org | Org | Object | Description | Amount |
|------------------------------|------------|---------------|------------------------------------|---------------|
| Coroner | | | | |
| Coroner | 01125000 | 58420 | Radios (4) - 2 Portable, 2 Vehicle | \$ 15,000 |
| Coroner | 01125000 | 58420 | Cadaver Refrigerator | \$ 12,000 |
| Clerk & Recorder | | | | |
| Elections | 01113000 | 58420 | Plat Cabinet Storage | 8500 |
| Emergency Management | | | | |
| Emergency Operations Center | 01122000 | 58420 | Aux Com equipment | \$ 6,730 |
| Emergency Operations Center | 01122000 | 58420 | Radios (2) - 2 Portable | \$ 7,090 |
| Sheriff | | | | |
| Operational Support | 01109000 | 58420 | Finer Print Machine (State recogni | \$ 17,000 |
| Detention Services | 01107000 | 58420 | Finer Print Machine (State recogni | \$ 17,000 |
| Public Works | | | | |
| Dos Rios Div - Sewer | 50369010 | 58420 | General | \$ 5,000 |
| Dos Rios Div - Sewer | 50369010 | 58530 | General | \$ 35,000 |
| Water-Dos Rios Div Distribtn | 51368010 | 58530 | General | \$ 20,000 |
| Water-Dos Rios Div: Trtmt | 51368011 | 58530 | General | \$ 10,000 |
| Landfill | 52541000 | 58420 | General | \$ 10,000 |
| Fleet Management | 80341000 | 58430 | General | \$ 500,000 |
| Fleet Management | 80341000 | 58440 | Vehicle (2) | \$ 75,000 |
| Fleet Management | 80341000 | 58441 | Sheriff Vehicles - 2 Pickups, 1 SU | \$ 225,000 |
| Fleet Management | 80341000 | 58450 | Tools & Equipment replace | \$ 10,000 |
| Airport | | | | |
| Runway & Grounds | 10612010 | 58420 | Trucks (2) | \$ 80,000 |
| RTA | | | | |
| Capital Expenditures | 92210010 | 58210 | General Building Upgrades | \$ 80,000 |
| Capital Expenditures | 92210010 | 58620 | Bus Storage Facility (Whestone Ir | \$ 2,000,000 |
| Senior Resources | 92530000 | 58440 | Transport Van (For Seniors at GV | \$ 70,000 |

Budgetary Fund Structure



General Fund

- The General Fund accounts for resources of the County which are not required legally or by sound financial management to be accounted for in another fund. Ordinary operations of the County such as public safety, county administration and other activities financed from taxes and general revenues are reflected in this fund.
- Basis of Budgeting - Modified Accrual

Road & Bridge

- This fund is used to account for the County's share of State revenues that are legally restricted for the maintenance of highways and roads within the County's boundaries and to account for revenues restricted for highway and road purposes.
- Basis of Budgeting - Modified Accrual

Human Services

- This fund is used to account for the County's State, Federal, and property tax revenues that are restricted for providing social services to the residents of the County.
- Basis of Budgeting - Cash

Public Health Agency

- This fund is used to account for monies expended only for the purposes of public health pursuant Colorado Revised Statutes 25-1-511(1)(2).
- Basis of Budgeting - Modified Accrual

Conservation Trust

- This fund is used to account for the State of Colorado Lottery funds allocated to the County for recreational uses.
- Basis of Budgeting - Modified Accrual

Sales Tax

- This fund is used to account for the collection of County sales tax restricted for capital expenditures.
- Basis of Budgeting - Modified Accrual

Land Preservation

- This fund is used to account for the re-allocation of County sales tax authorized by voters in November 1997. The use of these revenues is restricted to open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County.
- Basis of Budgeting - Modified Accrual

Mosquito Control

- This fund is used to account for the assessments of revenue and the spraying of mosquitoes within the boundaries of the assessment area.
- Basis of Budgeting - Modified Accrual

Sage Grouse Trust

- This fund is used to account for expenditures concerning the preservation of the sage grouse. A special fee is collected on each incoming yard of waste at the landfill, which is transferred to the fund to provide resources for the program.
- Basis of Budgeting - Modified Accrual

Risk Management

- This fund is used to account for any potential risks, which are currently not covered by any of the County's various insurance policies. Resources are provided to this fund through an operating transfer from the General Fund. This fund also serves as a cost-center for the County's partially self-funded insurance program.
- Basis of Budgeting - Modified Accrual



Financial Structure

Housing Authority

- This fund is used to account for the activities of the Gunnison County Housing Authority, a component unit of the County.
- Basis of Budgeting - Modified Accrual

Gunnison River Valley Local Marketing District

- This fund is used to account for the collection of a marketing and promotion tax restricted for promotion of Gunnison County's tourism opportunities.
- Basis of Budgeting - Modified Accrual

Gunnison Valley Regional Transportation Authority

- This fund is used to account for the collection of "RTA" taxes for the purpose of funding and providing mass transit and other transportation services in the County.
- Basis of Budgeting - Modified Accrual

Public Trustee Agency

- This fund collects fees pertaining to deeds of trust transactions and distributes fees collected to mortgage companies, individuals, the County, and other entities as appropriate.
- Basis of Budgeting - Modified Accrual

Debt Service

- This fund accounts for the accumulation of resources and payment of general long-term debt principal and interest.
- Basis of Budgeting - Modified Accrual

Airport Construction

- This fund is used to account for Federal and State grants, passenger facility charges, and local revenue sources to be used for the development and expansion of the County Airport.
- Basis of Budgeting - Modified Accrual

Capital Expenditures

- This fund is used to account for any capital projects.
- Basis of Budgeting - Modified Accrual

Airport Operations

- This fund is used to account for the operations of the Gunnison-Crested Butte Regional Airport.
- Basis of Budgeting - Accrual

Sewer

- This fund is used to account for the operations of sewer facilities operated by the County in unincorporated areas of the County.
- Basis of Budgeting - Accrual

Water

- This fund is used to account for the operations of the Dos Rios Water System.
- Basis of Budgeting - Accrual

Solid Waste

- This fund is used to account for the operations of the County Landfill and Recycling Center.
- Basis of Budgeting - Accrual

Gunnison Valley Health - Public Hospital

- This fund is used to account for the activities of the Gunnison Valley Hospital and of the Gunnison Health Care Center, a component unit of the County.
- Basis of Budgeting - Accrual



Financial Structure

Senior Housing

- This fund is used to account for the activities of the Mountain View Apartments, a senior housing project administered through a contract with the Gunnison Valley Regional Housing Authority.
- Basis of Budgeting - Accrual

Internal Service Fund I

- This fund is used to account for the rental of motor vehicles, heavy equipment and to account for the usage of gravel and other materials used in construction and maintenance. The fund charges for rentals and material usage to other County funds and departments..
- Basis of Budgeting - Accrual

Internal Service Fund II

- This fund is used to account for data processing, telephone, mapping, photocopy, and postage services provided to other County funds and departments and to other government agencies on a cost-reimbursement basis.
- Basis of Budgeting - Accrual

Internal Service Fund III

- This fund is used to account for self-funded unemployment charges to other County funds and departments. This fund is also used for partially self-funded health insurance coverage costs.
- Basis of Budgeting - Accrual

BASIS OF BUDGETING/ACCOUNTING METHODS KEY

Cash Basis

- Only used for the Human Services Fund to agree with State of Colorado records
- Revenues and expenditures are recorded when cash is received or paid.

Accrual Basis

- Used for Proprietary Funds
- Revenues are recorded when *earned*
- Expenses are recorded when incurred

Modified Accrual Basis

- Used for Governmental Funds
- Revenues are recorded when they become both *measurable and available*
- Expenses are recorded when incurred.



Chart of Account Structure – Revenues and Expenditures

| Revenues | Expenditures |
|---|--|
| <ul style="list-style-type: none"> • Taxes <ul style="list-style-type: none"> • Property Tax • Sales Tax • Marketing Tax • Severance Tax • Licenses & Permits • Intergovernment <ul style="list-style-type: none"> • Federal Revenues • Federal Grants • State Revenues • State Grants • Local Government Revenues • Local Government Grants • Charges for Services <ul style="list-style-type: none"> • Sale of Documents • Fees • Reimbursements • Contributions/Other Grants • Fines & Forfeitures <ul style="list-style-type: none"> • Late Fees • Interest Charges • Fines • Investment Income • Interfund Revenues <ul style="list-style-type: none"> • Computer Service Fees • Telephone Service Fees • Mapping Service Fees • Equipment Rent • Material Sales • Insurance Contributions • Treasurer's Fees • Transfers In • Other Financing Sources/Misc. | <ul style="list-style-type: none"> • Personnel <ul style="list-style-type: none"> • Salaries & Wages • Benefits • Supplies <ul style="list-style-type: none"> • Office Supplies • Cleaning Supplies • Gas & Oil • Materials • Tools & Parts • Other Supplies • Purchased Services <ul style="list-style-type: none"> • Utilities • Telephone • Other Property Services • Cleaning Services • Repair & Maintenance • Travel • Professional Services • Meetings • Rental • Fees • Subscriptions • Other Purchased Services • Community Programs <ul style="list-style-type: none"> • Contributions • Sponsorships • Financing Costs <ul style="list-style-type: none"> • Principal Payments • Interest Payments • Bank Fees • Transfers Out • Capital Outlay • Miscellaneous (Extraordinary/Special) * |

* Miscellaneous – These are classifications by object for revenues or expenditures that do not readily fit into one of the other revenue or expense categories. If you would like specific information about these, please feel free to contact Finance for more detail.

Gunnison County tracks financial information in nearly 15,000 accounts. Providing that information in this budget document would be too voluminous, but fine level detail is readily available upon request.