

- 1 - Agenda - Nov 16, 2021 BOCC Regular Meeting, Work Session
- 2 - Liquor License - Amie Mountain Lodge
- 3 - Nov 16 - Dec 21 Calendar
- 4a - Minutes - Sep 7, 2021
- 4b - Minutes - Sep 21, 2021
- 4c - Minutes - Sep 28, 2021
- 5 - Consent 1 - GHA Grant Application
- 5 - Consent 2 - CDHS Grant Application
- 5 - Consent 3 - NextFifty Grant Application
- 5 - Consent 4 - DIA, Gunnison Secure Storage
- 5 - Consent 5 - Letter of Support, COSI
- 5 - Consent 6 - MOU, GVH & RTA
- 5 - Consent 7 - MOU, Mtn Express & RTA
- 6a - IGA, Montrose County
- 6b - Snowmobile Parking Permit
- 7 - Public Hearing - Broman Street Vacation
- 8 - Public Hearing - Thomson Street Vacation
- 9 - Lot Cluster - Thomson
- 10 - Reinstatement of Interest Charges
- 11 - Quarterly Fiscal Transparency Report
- 12 - Emergency Operations Plan
- 13 - GOCO Grant Request
- 14a - Performance Update - Community & Economic Development
- 14b - Performance Update - Airport

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA**

**DATE:** Tuesday, November 16, 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 #03-01981; Amie Mountain Lodge, LLC, dba Inn at Arrowhead; 10/15/2021-10/15/2022
  - Adjourn

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

- 8:32 am
- Call to Order; Agenda Review
  - Scheduling
  - Minutes Approval:
    1. September 7, 2021 Regular Meeting Minutes
    2. September 21, 2021 Regular Meeting Minutes
    3. September 28, 2021 Special Meeting Minutes
  - 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. Grant Application; Gunnison Home Association; Home Independence Project; 10/1/2021-9/31/2022; \$5,000
    2. Grant Application; Colorado Department of Human Services, County Behavioral Health Grant Program; \$550,222
    3. Grant Award; NextFifty Initiative; Aging Resource Office Specialist; \$21,682
    4. Development Improvements Agreement for Gunnison Secure Storage, Phase 2B; Gunnison Secure Storage
    5. Letter of Support, Colorado Opportunity Scholarship Initiative
    6. Memorandum of Agreement between the Board of County Commissioners of the County of Gunnison, Colorado, the Board of Trustees of Gunnison Valley Hospital and the Regional Transportation Authority Regarding Senior Transportation; 1/1/2022-12/31/2022; \$300,000
    7. Acknowledgment of County Manager's Signature; Memorandum of Agreement between the Board of County Commissioners of the County of Gunnison, Colorado, Mountain Express, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/2022-12/31/2022; \$55,000
- 8:40 am
- County Manager's Reports
    1. County Insurance Requirements for Contracts and Permitting
  - Deputy County Manager's Reports and Project Updates
    1. Montrose County Agreement Amendment #2
    2. Request for Four (4) Snowmobile Parking Permits; Kebler Corner and St. Ruth Family
- 9:00 am
- Public Hearing and Resolution; Vacating Certain Portions of Streets and Alley Lying within the Townsite of Irwin, County of Gunnison, State of Colorado; Daniel Broman
- 9:10 am
- Public Hearing and Resolution; Vacating Certain Portions of Streets and Alley Lying within the Townsite of Irwin, County of Gunnison, State of Colorado; James & Barbara Thomson

*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, November 16, 2021

**Page 2 of 2**

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

- 9:30 am • Lot Cluster Agreement and Declaration; James and Barbara Thomson; LUC-21-00051; Lots 1-15, Blk 29, and Lot 7-14, Blk 28 Town of Irwin
- 9:35 am • Reinstatement of Interest Charges for Water, Sewer and Landfill Accounts
- 9:40 am • Quarterly Fiscal Transparency Report; As of 9/30/2021
- 9:55 am • Gunnison County Emergency Operations Plan Update
- 10:10 am • Great Outdoors Colorado Planning Grant Request; Crested Butte-to-Crested Butte-South Multi-Modal Trail Project
- 10:15 am • Gunnison Arts Center Funding Request
- 10:20 am • **Unscheduled Citizens:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Executive Session pursuant to C.R.S. §24-6-402(4)(b): Conference with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Gunnison River Valley Local Marketing District (LMD)
- Adjourn

**BREAK**

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

- 11:00 am • Performance Report; Community & Economic Development Department
- Performance Update; Gunnison/Crested Butte Regional Airport

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**

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**Agenda Item:** Alcohol Beverage License #03-01981; Amie Mountain

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Kathy Simillion, County Clerk

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Liquor License Renewal for Amie Mountain Lodge LLC dba Inn At Arrowhead

**Fiscal Impact:**

**Submitted by:** Kathy Simillion

**Submitter's Email Address:** ksimillion@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by:

Discharge Date: 11/9/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 11/16/2021

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GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-01981  
to sell/serve malt, vinous, spirituous liquor for (on the)-premises  
consumption in the County of Gunnison, Colorado.

AMIE MOUNTAIN LODGE LLC DBA INN AT ARROWHEAD  
21401 ALPINE PLATEAU  
CIMARRON, COLORADO 81220

Fee \$100.00

Effective Dates: 10.15.2021 - 10.15.2022

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 11-8-2021  
Gunnison County Clerk                      Date              Board of County Commissioners      Date  
Kathy Simillion

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

**AMIE MOUNTAIN LODGE LLC  
dba INN AT ARROWHEAD  
21401 ALPINE PLATEAU  
Cimarron CO 81220**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-01981</b>	License Expires at Midnight <b>October 15, 2022</b>
License Type <b>HOTEL &amp; RESTAURANT (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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. 11/3/2021 MR

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**Submit to Local Licensing Authority**

**INN AT ARROWHEAD  
 21401 ALPINE PLATEAU  
 Cimarron CO 81220**



Fees Due		
Renewal Fee		Waived due to 20B-001
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	Waived due to 20B-001
Related Facility - Campus Liquor Complex	\$160.00 per facility	Waived due to 20B-001
Amount Due/Paid		\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>AMIE MOUNTAIN LODGE LLC</b>		Doing Business As Name (DBA) <b>INN AT ARROWHEAD</b>		
Liquor License # <b>03-01981</b>	License Type <b>Hotel &amp; Restaurant (county)</b>	Sales Tax License # <b>30119387</b>	Expiration Date <b>10/15/2021</b>	Due Date <b>08/31/2021</b>
Business Address <b>21401 ALPINE PLATEAU Cimarron CO 81220</b>		County <b>Gunnison</b>	Phone Number <b>9708628206</b>	
Mailing Address <b>21401 ALPINE PLATEAU Cimarron CO 81220</b>		Email <b>RELAX@ARROWHEADMountainLodge.com</b>		
Operating Manager <b>Jessica Amie</b>	Date of Birth <b>5/19/1980</b>	Home Address <b>606 Snowshoe Lane, Cimarron, CO 81220</b>		Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <b>12/2025</b>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				



# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

November 16, 2021 – December 21, 2021

As of 11/12/2021

## Board of County Commissioners

- 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](#)
- Mayors & Managers Meeting - Hosted by Community Foundation of the Gunnison Valley**  
December 2, 2021, 12:00 PM - 1:30 PM  
[More Details](#)
- Gunnison County Joint Elected Officials Meeting- Hosted by Town of Crested Butte**  
December 2, 2021, 6:00 PM @  
King Community Room in the CB Center for the Arts building.  
[More Details](#)
- BOCC Regular Meeting**  
December 7, 2021, All Day @ BOCC Boardroom  
[More Details](#)
- BOCC Work Session**  
December 14, 2021, All Day @ BOCC Boardroom  
[More Details](#)
- BOCC Special Meeting - Budget Adoption**  
December 15, 2021, All Day @ BOCC Boardroom  
[More Details](#)
- BOCC Regular Meeting**  
December 21, 2021, All Day @ BOCC Boardroom  
[More Details](#)

## Gunnison-Hinsdale Board of Human Services

- Gunnison-Hinsdale Board of Human Services Meeting**  
December 21, 2021, All Day @ BOCC Board Room  
[More Details](#)

## Gunnison County Organization

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

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** September 7, 2021 Regular Meeting Minutes

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, the 9/7/2021 BOCC regular meeting minutes.

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

**Submitter's Email Address:** mbollig@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 11/16/2021

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
September 7, 2021**

The September 7, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

Matthew Birnie, County Manager  
Melanie Bollig, Deputy County Clerk  
Others Present as Listed in Text

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

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

**FERMENTED MALT BEVERAGE ALCOHOL BEVERAGE LICENSE #04-01232; SKYHIGH COLORADO LLC DBA TAYLOR PARK TRADING POST; EFFECTIVE DATES 7/01/2021 – 7/01/2022:** **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Fermented Malt Beverage Alcohol Beverage License #04-01232, for Skyhigh Colorado LLC dba Taylor Park Trading Post. Motion carried unanimously.

**ALCOHOL BEVERAGE LICENSE #26-54026-0000; BLACK MESA LODGE LLC DBA BLACK MESA LODGE; EFFECTIVE DATES 9/06/21 – 9/06/2022:** **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Alcohol Beverage License #26-54026-0000 for Black Mesa Lodge LLC dba Black Mesa Lodge. Motion carried unanimously.

**ADJOURN:** Chairperson Houck adjourned the Local Liquor Licensing Authority meeting at 8:32 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 8:32 am.

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

**MINUTES APPROVAL:** **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve both the June 22nd and the August 3rd, 2021 minutes, as presented. Motion carried unanimously.

1. June 15, 2021 Regular Meeting - **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the June 15, 2021 Regular Meeting minutes as presented. Motion carried unanimously.
2. June 22, 2021 Special Meeting - **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the June 22, 2021 Special Meeting minutes, with one change from "12 am" to "12 pm" at the bottom of the second page. Motion carried unanimously.
3. August 3, 2021 Regular Meeting - **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the August 3, 2021 Regular Meeting minutes as presented. Motion carried unanimously.

**SCHEDULING:** There were no additions or changes to the schedule.

**CONSENT AGENDA:** With no questions or concerns by the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the Consent Agenda as presented. Motion carried unanimously.

1. Memorandum of Understanding; Gunnison County and the USDA Forest Service
2. Acknowledgment of County Manager's Signature; CDOT; Gunnison County Juvenile Services; to provide programs intended to reduce the number of deaths and serious injuries from traffic crashes; 10/01/2021 – 9/20/2022; \$95,000
3. Acknowledgment of County Manager's Signature; Modification of Agreement; National Association of County and City Health Officials (NACCHO); Gunnison County Health and Human Services; project extension; Invoice due 12/31/2021; \$12,302
4. Grant Award Agreement; U.S. Dept of Transportation; Small Community Air Service Development Program (SCASDP); to help expand current air service to Dallas/Fort Worth for Summer service June – September; \$600,000; 9/7/2021 – 1/08/2027
5. Lease Agreement; the Bishop of Pueblo; Voter and Service Polling Center location lease; Queen of All Saints Parish Hall, Crested Butte; 10/28, 10/29, 10/30, 11/01, 11/02; \$600
6. Grant Acceptance Letter; Temple Hoyne Buell Foundation; Gunnison Hinsdale Early Childhood Council; \$30,000 Renewal Grant

7. Ratification of Chair Signature; Intergovernmental Agreement; Colorado Dept of Health Care Policy and Financing; Gunnison-Hinsdale Counties Board of Human Services; to help manage the workload at the end of the Public Health Emergency (PHE); 7/01/2021 – 6/30/2022; \$37,741.23 for Gunnison County
8. Acknowledgement of County Manager Signature; Contract Amendment #1; Colorado Department of Health Care Policy and Financing; Gunnison County-Hinsdale County Human Services; for Gunnison County incentives – Health Care Policy and Financing (HCPF), Medicaid; State Fiscal Year 2021, \$18,509.67; State Fiscal Year 2022, \$18,509.67
9. Purchase of Service Agreement, Regional Cores Services – Mental Health; The Center for Mental Health; Gunnison County-Hinsdale County Human Services; for Mental Health Services to Gunnison and Hinsdale Human Services clients; 6/01/2021 – 5/31/2022
10. Revised Contractor Agreement; Walter A. Sorrentino; County Board of Equalization Hearing Officer; term to be 9/15/2021 – 11/01/2021; \$65/hr plus expenses

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

1. Completed the performance report for 2019 and 2020. County Manager Birnie noted that these reports usually came out much earlier, but due to the interruptions of last year, they were just now completed for both 2019 and 2020. A few printed copies were available, and the electronic version was also available online at the County website.
2. Gunnison Valley Health (GVH). CM Birnie reminded the Board of Trustees for GVH would be giving an update to the BOCC in September, and before they came, they wanted to ask the Commissioners for their support regarding the opportunity for a USDA grant for emergency medical services. Since the County actually owns the facilities, they wanted to know if the BOCC was willing to sponsor this; it would be a grant that the County would keep on record, but GVH would be responsible for writing the grant. Deputy County Manager Crosby advised that, based on past experience, it would be best to get any promise for funds from the USDA in writing. After brief discussion, it was given approval by the Commissioners.

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

1. Snow and Ice Conference. DCM Crosby invited the Board to the Snow and Ice Conference which Public Works was hosting at the Fred Field Center Thursday and Friday, September 9-10. She explained that, although they were unable to host this event last year, this had been done previously for the past 25 plus years. DCM Crosby then detailed for the Board that the event would include 20-25 participating vendors, guest speakers addressing COVID-related impacts, a presentation by Western Slope Ford on how to attract employees, a State overview of new CDL regulations, and equipment/skill competitions.
1. Household Hazardous Waste Collection Agreement; Clean Harbors; Gunnison County Public Works; \$30,000. DCM Crosby outlined for the Board that the County has someone collect hazardous waste every two years, as it is too expensive to do otherwise. At the request of the County Attorney’s Office, and per County procurement policy, she had requested competitive bids from three sources to verify pricing, but had not yet received all bids back. Also, as she still needed the commitment of funds from the City of Gunnison in order to afford the contract, she needed more time. DCM Crosby asserted that once the decision is made, it would need to be a fast approval; therefore, she was asking Board approval for CM Birnie to sign, and then they could ratify his signature at a following meeting. CM Birnie noted that he would bring the final before the Board for their acknowledgment of his signature, and the Board approved this arrangement.

**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**

Present in the room for the Public Hearing was Deputy County Manager Marlene Crosby; the applicant Sally Kuisle was also present via Zoom.

1. Open of Public Hearing: Commissioner Houck opened the Public Hearing at 8:52 am.
2. Public Notice Confirmation: Public Notice was confirmed by Deputy County Manager Marlene Crosby.
3. Identify Ex Parte Communications: No ex parte communication was received by Commissioners Smith and Mason; Chairperson Houck did note that he received an email from Sally Kuisle asking for his support, but that he did not answer it at all, and treated this as information of a hearing coming to the Board, and as such wanted to note it for the record.
4. Staff Presentation: DCM Crosby explained that Sally Kuisle had requested a vacation of a portion of Laurel Street, which would allow her to then install a legally compliant septic system. There would be another property involved in the street vacation, Humming Bird Properties LLC, and they had already clustered their lots. A representative of American Mountain Association in Tincup communicated with DCM Crosby, requesting that this application not be granted, asserting that they needed this access to 10<sup>th</sup> Street in order to reach the American Mountain Association. DCM Crosby then showed a new map to the Board, noting that the grade was too steep there and the County would not approve that area for access. Instead, she pointed out an approved access would be off Walnut Street to 10<sup>th</sup> street. She noted one other concern was that the applicant had not yet clustered her lots, but Ms. Kuisle was

willing to do so – just under ½ acre, which she had an engineer design for a septic system. CM Birnie then asked if the environmental health board had to give an exemption for under an acre, to which CA Hoyt affirmed that they did.

5. Applicant Comments: Chairperson Houck then asked for any comment from the applicant, Sally Kuisle, who was present via Zoom. She explained that she had discovered her leach field runs under Laurel Street into her neighbor's property, and had then engaged an engineer to make this area compliant. As Laurel Street dead ends in that location and is a very steep hillside there, she stated that driving access would not be a possibility and was unsure why American Properties thought it was an access possibility. She also noted that the utility, Century Link, had approved the easement vacation the last weekend. Chairperson Houck then asked if she knew the total lot size if the vacation approved. Ms. Kuisle state that she was unsure, but Sarah at Williams Drilling was the engineer finishing the design, and it showed that, with the 30 feet of street vacation, she would have the necessary area.
6. Board Questions: Commissioner Smith asked if there was any other area possible for the septic system, and DCM Crosby noted that because of terrain considerations and the location of two wells, this was the area chosen. Commissioner Mason asked if there were any other issues that came up for the street vacation, other than possible access for American Mountain, to which DCM Crosby said she had received no other objections. CA Hoyt then added that a street vacation could be granted upon the contingency of approval for the new septic system. DCM Crosby stressed here that, whether or not the area is clustered and the septic system is built, the County would not approve access being extended there from Laurel Street. Another concern was that the septic system be able to be installed this fall.
7. Public Comments: Chairperson Houck then opened to public comment. Roger Sauerhagen, representative for the American Mountain Association came forward, stating that there were 15 lots in American Mountain Association, of which seven had cabins on them which were actively used, and the total area was approximately 13.5 acres of Tincup. He asserted that the area of the proposed street vacation was the only pedestrian access they had; otherwise, they would need to go a much longer route through 10<sup>th</sup> Street to Walnut Street. He explained that their association looked at the criteria from County Road & Bridge Standards 2.92 and noted six points of criteria for a street vacation which the association wished to take exception to – these points were then given to the Board for public record, and each point was read. He then concluded by saying that a private owner with a private property issue should not seek a public solution by taking away access of Laurel Street at this location, and they did not feel the standards for this street vacation had been met. Chairperson Houck thanked the association for coming and then noted that this was an issue in other communities in the County such as Irwin; however, he noted that updating wastewater treatment systems was also a priority for the County, in preventing contamination of groundwater and private wells, and was definitely for the greater good in protecting public health.
8. Acknowledge Correspondence Received: Correspondence from American Mountain Association was noted as received by DCM Crosby.
9. Applicant Response: The applicant, Sally Kuisle noted that true Laurel Street pedestrian access would have to have a hand rope to navigate the steep slope. Pedestrians currently must access over private property on what they thought was the road. She added that, if it were possible, she would be happy to grant pedestrian and internet access.  
Chairperson Houck noted this was a larger discussion and that several factors needed to be ascertained, as well as the actual application submittal needing to be completed. With some discussion regarding whether pedestrian access could be allowed there with a street vacation and whether pedestrian access was possible in that location, Chairperson Houck elected to continue the Public Hearing at a later time.
10. Close Public Hearing: Commissioner Houck closed the public portion of the street vacation hearing at 9:28 am.

Chairperson Houck then **moved** to continue the street vacation hearing to October 19<sup>th</sup>, 2021 at 10:00 am, in the Board of County Commissioners meeting room. Commissioner Smith seconded. The motion carried unanimously.

**TOWNHOME PLAT AND DECLARATION; ALPINE COURT TOWNHOME PLAT; LOT RNT-1, SKYLAND RIVER NEIGHBORHOOD; LUC-21-00037**: Presented by Community and Economic Development Administrative Services Manager, Beth Baker. She explained that the plat and declaration had all been completed; the County Attorney's Office had reviewed and approved; the Homeowners Association had reviewed and approved; taxes were paid, and all was ready to go. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Townhome Plat and Declaration of Alpine Court Townhome Plat, Lot RNT-1, in the Skyland River Neighborhood. Motion carried unanimously.

**GRANT AGREEMENT; CB LAND TRUST; KIKEL LOT 3 ACQUISITION AND CONSERVATION PROJECT; \$123,700**: Presented by Jake Jones. He noted this was his first presentation to the Board in his new role with the CB Land Trust. Jake explained this acquisition makes trail experiences like the Lupine Trail possible. Kikel Lot 3 would fill out the matrix of protected land in that area. He further noted that, with the BOCC's approval of this grant, in addition to other private funding they had raised in the past 10 days, they were confident they could close on this parcel in mid-October. With the Board expressing support, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the Grant

Agreement, CB Land Trust, for the Kikel Lot 3 Acquisition and Conservation Project, in the amount of \$123,700. Motion carried unanimously.

**CHANGE TO AGENDA:** Chairperson Houck then elected to change the agenda, moving the Airport items to after the 10:45 am Break, and continuing with the Public Hearings which had been scheduled and noticed for 9:30 am and 9:45 am.

**PUBLIC HEARING; RENEWAL OF MARIJUANA FACILITY CULTIVATION LICENSE; RIVERLAND REMEDIES, 80 BUCKLEY DR, UNITS 2A, 2B, 2C, RIVERLAND INDUSTRIAL PARK; ROB VANAERMEN AND ROB CARNEY:** Present in the room was Community and Economic Development Administrative Services Manager, Beth Baker; also present via Zoom were Riverland Remedies owners Rob VanAermen and Rob Carney.

1. Open of Public Hearing: Commissioner Houck opened the Public Hearing at 9:37 am.
2. Public Notice Confirmation: Public Notice was confirmed by CED Admin Svcs Manager Beth Baker.
3. Identify Ex Parte Communications: There were no ex parte communications identified. Beth Baker did note that general communication had been received on Monday, September 6<sup>th</sup>, by her office and that she had forwarded this to the Board that same day. This correspondence was a letter reflecting disappointment in the marijuana industry in general.
4. Staff Presentation: CED Admin Svcs Manager Beth Baker outlined that Riverland Remedies had applied to renew their license, which would be effective 9/7/2021 – 9/7/24 if approved. They contacted the Gunnison County Sheriff's Office regarding this renewal and the SO had no concerns; Crested Butte Fire District did an inspection and they passed the inspection; and the Homeowners Association reapproved this use. Also, CED Admin Svcs Manager Beth Baker performed a staff inspection and observed that the County and State licenses were displayed, a visitor's pass was given to staff to wear while on site, they were required to sign in and out, no visible signage was displayed outside the building, no odors outside the building were detected at that time, no complaints had been received about their facility, all employees were badged and the facility had cameras throughout the building, with images being kept for 40 days as was required.
5. Applicant Comments: The owners expressed gratitude to Beth Baker and the Board for working to help them regain their license quickly when they discovered it had expired.
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: The correspondence received was already noted to the Board by Beth Baker.
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 9:42 am.

**Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the renewal of the Marijuana Facility Cultivation License for Riverland Remedies, with the staff recommendations. Motion carried unanimously.

**BREAK:** Chairperson Houck called a recess in the meeting from 9:43 am to 9:47 am.

**PUBLIC HEARING; 2021 LAND USE REGULATIONS (LUR) AMENDMENTS:** Present for discussion was Community and Economic Development Director Cathie Pagano.

1. Open of Public Hearing: Commissioner Houck opened the Public Hearing at 9:47 am. He introduced the hearing by noting the Board had the ability to make a decision at the close of the public hearing, and also to extend the hearing beyond that day if it was necessary. He then outlined the history of changes in the LUR square footage maximums over the years, from 2001 beginning with 7,500 aggregate and later increased to 12,500 aggregate square feet. He noted for the record that what is proposed is not a cap on building size, but is the size covered before the process of a minor impact land use change would need to take place. He also reminded those present that the LUR is not set in stone, but is a living document that was conceived of and built to change with the needs of the community.
2. Public Notice Confirmation: Public Notice was confirmed by CED Director Cathie Pagano.
3. Identify Ex Parte Communications: There was no ex parte communication identified.
4. Staff Presentation: CED Director Cathie Pagano began by going into a more detailed history of the square footage changes since 2001, to the current residential square footage maximum of 10,000 square feet, with an aggregate total of 12,500 square feet. She also noted that less than a dozen houses had been over this size, and had undergone the minor impact land use change, and they were scattered across the County. Further data was presented by CED Director Pagano, notably that 820 building permits had been issued in Gunnison County between 2007 and June 2021; of those, 44, or 5%, required a land use change (LUC) for greater than 4,200 sq. feet; 22, or 2%, required an LUC for greater than 5,000 square feet.
5. Public Comments: Chairperson Houck noted that all correspondence and emails had been forwarded to the Board, and saved for the record. He asked those present in the room and via Zoom to please

refrain from making further comment here, if they had already submitted comments. He invited those present in the room to make bring their comments forward first, and stipulated a time limit of two minutes per each comment. Comments were as follows:

- a. Jennifer Hartman, Sunlit Architecture in Crested Butte – She brought the questions, “Should sections and codes for environment be noted and changed and not the LUR? Is there a valid reason to diminish the existing development patterns of the County?”
- b. Julia Kidd of Hargrove & Kidd Construction in Crested Butte – Julia was concerned about the economic viability of this change, and the negative impact of downsizing buildings. She concluded that a 56% change is too large of a change without further study.
- c. Beth Wine from Crested Butte – she pointed out that the LUR square footage should apply to everybody applying for a house, as all have a fundamental right to buy land and then have the right to do what they want with it. Further, she did not want the negative impact for the businesses in the valley, and saw no reason to put an artificial limitation on what can be done here. She concluded by suggesting that this decision be slowed down and go through a much longer process.
- d. Jim Starr from Crested Butte – Jim Starr noted that he was on the Board of County Commissioners in 2007 when they changed the square footage residential maximum to 10,000 square feet. He felt much has changed and there are too many wanting larger and larger houses, with far greater impact. He suggested that this move will help the affordable housing problem. He favored lowering the square footage and then having the larger projects going through the minor impact land use change process.
- e. Albert Roper, family ranch owner – Albert wanted to explain that the minor impact process was no “minor” impact. His own experiences with the planning department led him to believe there are too many regulations, and you could ask a question and get five different answers from five different people at the planning department. Also, he felt that it is insulting as a third-generation rancher to have to ask his neighbors for permission to make changes to the land that he owned.
- f. Laney Sorenson (speaking for husband Scott as well) – Laney stated that she works at Western; her husband works as a small business owner. She felt it was hypocritical to limit house sizes when subdivisions already were exempt from any changes. As the proposed change would limit what she and her husband planned to build on their newly purchased land, she then asked the Board to create an exception for people with existing plans to be able to submit these before the changes were put into effect.
- g. Ben Somrak, architect and builder in Crested Butte (speaking on behalf of his wife Kate Somrak, as well) – Ben opened noting he was working on the Wandering Willows project, and stated that he felt those who signed the petition to lower the square footage did not truly understand the impact on the valley. He added that many people do not rely on income from this area; they found the place, but now they are here, do not want to share. He thought more of the taxpayer and business owners’ voices needed to be heard, and he had wanted to be there today to represent the working man who is trying to make a living. He asked the Board to look at other resource solutions in order to aid the second largest industry in the valley – construction, adding that this industry draws many in and the workers contribute a lot of income to the community.
- h. Lizzie Puck from Almont, CO – Lizzie wanted to share a song that was relevant to the comments, and then accompanied herself on the guitar as she sang her composition, “Clean Water.”
- i. Kendall Burgemeister (via Zoom) – Kendall reiterated what he had written to the Board in earlier letters; he asked to have a larger square footage than that decided on for the amendment.
- j. John’s iphone/John Hess (via Zoom) – John supported the change in the size of the houses. He asked the Board to “Please do it.”
- k. Andrew Arell from Mt Crested Butte – Andrew was in favor of lowering the current aggregate for 12,500 square feet, feeling that amount is excessive. He told the Board that we are working to protect the environment for our future children; “do not privilege opulence at the price of sustainability.”
- l. Derek Harwell, resident of Crested Butte South (via Zoom) – Derek spoke in favor of the amendment, adding that he noted the last time that the LUR made an amendment for the residence size to go up, it was to perceived fears of restrictions to the community’s economy. He noted, “When having more becomes a divisive issue, we have to ask that question, ‘what is enough?’”
- m. Keith Pearen (via Zoom) – Keith opened by saying he had sent a letter the day before, but listening to the comments made him want to add a few more thoughts. He appreciated that the trend of lowering square footage really reflects where the community is at currently. He expressed support of the smaller size footprint offering less impact to the wildlife and environment, and supported an additional review process for those desiring a larger square footage than that set in the LUR.
- n. Marcus Lock (via Zoom) – Marcus explained that he had been through the land use processes numerous times, and he understood the reviews are not a rubber stamp. He felt the increased process requirement will bring a detrimental impact because of increased time for the construction industry. He added that he understands the County government’s aim is to balance economy versus environment, but felt that this reduction seemed too drastic of a reduction, and was not balanced.
- o. Tim Szurgot, 130 Wildbird, Upper Slate River Valley – Tim stressed that this was about the future of our next generations, about clean water and thriving wildlife. He stated that this minor change would help the experts on the Planning Commission give input to ensure the future of our clean water, healthy wildlife, and our quality of living.

- p. Greg Dunham – Greg stated that he has a construction business, and mentioned that he respected his friend, Albert Roper, for going through the entire process in the appropriate way. He felt that the business owners in the area could understand the desire for a smaller footprint in the LUR, but overall just wanted to have very clear rules and guidelines to be able to go through the process correctly.
- 6. Board Questions: Chairperson Houck asked each of the Board to give their thoughts on the LUR change proposal.  
Commissioner Mason marked his experiences and the changes in the community as a builder for over 20 years. He concluded that, though he believed reducing the square footage was a good choice, he also felt 4,200 square feet was too small a footprint to move down to for residences.  
Commissioner Smith thanked all those that submitted comments and letters. She noted that she saw this as a balance between needing to thoughtfully plan and build out this valley, while weighing out the significant environmental impact it will have. Commissioner Smith also saw her decisions as data-driven, pulling from information gathered over the past 13 years, and concluded that she was prepared to come in with a little higher square footage number because of recent disclosures that the data information which had influenced a decision of 4,200 square feet may not have included the square footage for attached garages.  
Chairperson Houck emphasized that this conversation had been going on for the last couple of years, concerning values and what it takes for the people in the community to be able to have a long-term, sustainable future here – a future that is economic, environmental, cultural, and tied to this landscape. He concluded by stating he supported lowering the square footage, as he felt there were important issues linked to the next level of review: water quality, wildlife, connectivity on the landscape, and climate change. However, he did lean toward going back to the original LUR’s 5,000 square footage.
- 7. Acknowledge Correspondence Received: The correspondence received was noted by the Board as well as by Community and Economic Development Director Cathie Pagano.
- 8. Close Public Hearing: Commissioner Houck closed the public hearing at 11:26 am.

After a few more minutes of Board discussion regarding both residential and aggregate square footage, the Board then directed Community and Economic Development Director Cathie Pagano and her staff, and the County Attorney’s Office to draft any necessary documents for an LUR change and resolution that would be needed to support the LUR amendment to 5,000 residential square feet plus 2,000 square feet, for an aggregate of 7,000 square feet. Then Board then directed that they would make a motion to adopt this at the next regular meeting to be held either on September 21<sup>st</sup> or possibly October 5<sup>th</sup>, if extra time was needed.

**AGREEMENT BETWEEN BOCC AND BLR AEROSPACE, LLC; FOR AUTHORIZATION FLIGHT TESTING ACTIVITIES, USE OF THE HELICOPTER TETHER TEST PAD, PROVISION OF AIRPORT RESCUE FIRE FIGHTING (ARFF) AND OTHER AIRPORT SERVICES:**

Present for discussion was Gunnison-Crested Butte Regional Airport Manager, Rick Lamport. Chairperson Houck introduced that this contract was specifically for use of the tether pad, and the Board had the option to deny this contract if they felt it was necessary, as the tether pad belonged specifically to the County. County Manager Birnie noted there had been a lot of public input on this issue regarding times and noise. Chairperson Houck and Commissioner Smith leaned toward denying the tether pad schedule because of the early morning and weekend schedules. Commissioner Mason felt that the contract was for a minimal dollar amount and would deny it, if the flight times could not be adjusted. Airport Manager Lamport offered to go back and see if they could re-negotiate for later times in the day for the testing, mentioning that even the fees could be revisited.

The Board decided to make no decision yet, and to allow Airport Manager Rick Lamport the time to approach BLR Aerospace LLC and come back with another agreement, if possible.

**AIRLINE INCENTIVE POLICY AND RESOLUTION; TO ENHANCE AIR CARRIER SERVICE AT GUC BY NOT CHARGING AIRPORT RATES:**

**1. Resolution; A Resolution Adopting the Gunnison-Crested Butte Regional Airport Air Service Incentive Policy**

Present for discussion was Gunnison-Crested Butte Regional Airport Manager, Rick Lamport. Airport Manager Lamport introduced this policy by noting that the airport could offer an incentive such as this, because it is something an airport could control, as it was based on charges the airport sets, such as landing fees to airline services. He added that this was a very good way to help entice airlines to come to Gunnison. The resolution gave an abatement of landing fees to airlines for one year, if the airlines each provided services for two years. County Manager Birnie added his support to this idea, stating that Gunnison is needing to be very competitive in the competition to have more than one carrier look at Gunnison. With the support of the Board, it was then **moved** by Commissioner Mason, seconded by Chairperson Houck to approve Resolution 2021-23; A Resolution Adopting the Gunnison-Crested Butte Regional Airport Air Service Incentive Policy. Motion carried unanimously.

**RECESS:** Chairperson Houck elected to skip the Unscheduled Citizens and Commissioner Items momentarily in order to convene the Gunnison-Hinsdale Board of Human Services and the Gunnison County

Board of Equalization. The Gunnison County Board of County Commissioners regular meeting was recessed at 11:54 am.

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:**

**CALL TO ORDER:** Chairperson Houck called the Gunnison / Hinsdale Board of Human Services Regular Meeting to order at 11:55 am.

**CONSENT AGENDA:** With no questions or concerns by the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the Consent Agenda as presented. Motion carried unanimously.

1. Ratification of Chair Signature; Intergovernmental Agreement; Colorado Dept. of Health Care Policy and Financing; Gunnison-Hinsdale Counties Board of Human Services; to help manage the workload at the end of the Public Health Emergency (PHE); 7/01/2021 – 6/30/2022; \$1,282.62 for Hinsdale County
2. Ratification of Chair Signature; Contract Amendment #1; Colorado Department of Health Care Policy and Financing; Gunnison County-Hinsdale County Human Services; for Hinsdale County incentives – Health Care Policy and Financing (HCPF), Medicaid; State Fiscal Year 2021, \$6,072.29; State Fiscal Year 2022, \$6,072.29

**ADJOURN:** Chairperson Houck adjourned the Gunnison / Hinsdale Board of Human Services at 11:56 am.

**GUNNISON COUNTY BOARD OF EQUALIZATION:**

**CALL TO ORDER:** Chairperson Houck called the County Board of Equalization to order at 11:56 am.

**ASSESSOR'S REPORT TO THE CBOE:** Present to give the report was Senior Appraisal Analyst William Spicer. He went over with the Board three required yearly reports: the 2021 Total of Assessed Values for Gunnison County; a list of 2021's Failure to Report Personal Property; and the 2021 Assessor-level Appeals.

After these reports, Sr. Appraisal Analyst Spicer then touched briefly on the procedures, format and timing to be expected for hearing recommendations from the 2021 Hearing Officer contracted by the CBOE. A tentative time of the last week in October was suggested.

With no questions from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Mason to accept the 2021 CBOE report as presented by William Spicer, Senior Appraisal Analyst for the Assessor's Office.

**ADJOURN:** Chairperson Houck adjourned the Gunnison County Board of Equalization at 12:09 pm.

**RECESS:** As the Gunnison County Board of County Commissioners was still in recess, it was discussed and decided to continue the recess for a lunch break.

**LUNCH:** The recess continued from 12:09 pm until 1:15 pm.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

**RECONVENE:** The Gunnison County Board of County Commissioners regular meeting reconvened at 1:15 pm.

**UNSCHEDULED CITIZENS:** There were no Unscheduled Citizens present in the room for discussion; however, a Chat room text item has been added for the record.

1. Eric Aslakson – I have been having troubles with CBGMaps app showing my property as a public area.

Eric Aslakson: Would you please check with them and make sure they fix their maps? I am having bad trespassing problems, and avalanches in the winter that endanger the lives of snowmobilers and myself.

Eric Aslakson: I've spoken there before - would be happy to bring in the maps - or could email them to you as well. I don't want anyone injured this winter due to incorrect information being displayed.

Eric Aslakson: thanks - that is my comment. you can email me at [eric.aslakson@gmail.com](mailto:eric.aslakson@gmail.com).

**COMMISSIONER ITEMS:** This discussion began earlier than scheduled due to a gap in the meeting.

**Commissioner Mason:**

1. Attended a Region 10 meeting. Commissioner Mason highlighted the completion of Region 10's Comprehensive Economic Development Strategy report, a 60-page report containing a breakdown of information for our region from the latest census. He noted it was a good snapshot of Gunnison County as well as all six West Slope counties, adding that he had forwarded it to the other members of the

Board for their reference. Hinsdale County also received good news in the form of project approval to provide broadband to Lake City. Commissioner Mason reported that Pitkin was also looking at the possibility of broadband through Visionary, a provider who was going to be bringing broadband to the Marble area.

2. Attended a Gunnison Valley Regional Housing Authority (GVRHA) meeting. Commissioner Mason reported to the Board concerning the opportunity for a 33-bed hostel in Crested Butte through a private investment group. He explained that the Town of Crested Butte, at a meeting that evening, would be deciding if they would change zoning from tourism to a high-density rental zone. If this were to go through, the next step would be creating a master lease between the GVRHA and the private investment group. A master lease between the GVRHA and area businesses would also be created, drawing from the businesses' input into how many rooms they would need for their employees. The rent would be a fixed rate; projections showed it operating in the red, but that was without the consideration for a laundromat and commercial kitchen also bringing in money. The master lease was projected to be a yearly lease and a very good short-term option, with a preliminary survey showing businesses were willing to take 5-6 rooms.

**Commissioner Smith:**

1. Update on Whetsone Project last August 26-27. Commissioner Smith reported that approximately 35 people had participated in the public session the week before; she had received a good overview from that session to review. Also, she reported the next step would be a two-stage presentation to come at next week's work session, laying out where some of the design elements were going to be placed. Another step would be engagement with grade-school aged children, after-school activities with kids from Gunnison as well, letting them engage and contribute with a fresh, creative outlook. Another step after this would entail outreach to employers in the valley, attending staff meetings with their workers at various businesses to gain further valuable perspectives. Other projected stages highlighted were a possible community walk-about and financial feasibility discussions with the project developers. Commissioner Smith forecasted that more details would be coming after next week's session.
2. Early Childcare Council Update. Commissioner Smith revealed that they were currently collecting people to get started on a workforce innovation grant which would help provide salary subsidies for some of the early childcare education workers in the valley.
3. Attended the retirement celebration for Gunnison Valley Health's CEO, Rob Santilli. Commissioner Smith relayed that it was a heartfelt and wonderful turnout for Rob, and she applauded his diligence in making sure there were expanded services at the community hospital, while keeping it community-oriented and affordable. Commissioner Smith noted further that GVH had announced the new CEO, Jason Amrich. CM Birnie added that Jason would be introduced to the Board sometime in December or January for GVH's next quarterly update.
4. Organization of the Southwestern Colorado Opioid Regional Council. Commissioner Smith explained that had been busy following up with the regional counties for this new council – getting feedback for ratification of the intergovernmental agreement and bylaws as they begin to develop a region-wide plan.

**Commissioner Houck:**

1. Senator Hickenlooper's visit last week. Chairperson Houck outlined that he was able to have the Senator spend time last week at the ICElab business incubator program, feeling this was important to the Senator's understanding of changes happening to Western Slope community businesses. Chairperson Houck also noted the Senator was able to highlight Federal funding and partnering in aviation and transportation in general during his time in the valley.
2. Progress on the GMUG (Grand Mesa, Uncompahgre, Gunnison) Nation forest revision plan draft. Chairperson Houck let the Board know that he was about done reading through the full forest plan revisions, and was drafting up initial comments on behalf of the Board. He reported that he had been in contact with several of the other counties – getting their reactions and finding out where they were in the process, as well.
3. Colorado Counties, Inc. Chairperson Houck reported that he was working with Commissioner Elisabeth Lawrence from Summit County in taking a look at the Local Marketing District (LMD) and Lodging tax language. He noted that he has discovered during this process that there were only three counties that have an LMD tax only, and that Alamosa and Moffat Counties had both LMD and Lodging taxes.
4. Attended an August 26<sup>th</sup> gathering for Pam Montgomery at the Gunnison Arts Center. Chairperson Houck explained that because they were in the middle of the pandemic when Pam had retired from the Community Foundation of the Gunnison Valley (CFGV), they were having a celebration for her at this later date. Chairperson Houck had attended on behalf of the Board and thanked her for her years of leadership and service to the County.
5. Attended a Sustainable Tourism & Outdoor Recreation (STOR) Committee meeting. Chairperson Houck remarked on how many counties were now putting together their own comprehensive recreation management plans, using Gunnison's STOR Committee as a template, and were consequently competing for the same monies that Gunnison does.

- 6. Comment on the success of the Shady Island River Park. Chairperson Houck wanted to highlight how many people had stopped him to give their positive reactions to the new river park. He further added that this was without even more additions coming in the fall.

**RECESS:** Chairperson Houck recessed the regular meeting at 1:38 pm, in order to go into an executive session.

**EXECUTIVE SESSION, PURSUANT TO C.R.S. § 24-6-402(4)(f), FOR PERSONNEL MATTERS:** Chairperson Houck then **moved** to go into Executive Session, pursuant to C.R.S. § 24-6-402 (4)(f), for personnel matters. Additionally, pursuant to C.R.S. §24-6-402 (4)(f), the employee who was the subject of this executive session had been informed of the employee’s right to have this session conducted in public, and the employee had waived this right. The participants in the Executive Session were the full Board of County Commissioners and County Manager Matthew Birnie. Commissioner Smith seconded the motion, and the motion was carried unanimously. It was further noted that a contemporaneous record of the meeting would be kept.

The Board went into executive session at 1:39 pm. The executive session was held in the BOCC Boardroom, and a contemporaneous record was kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4)(f).*

Chairperson Statement Regarding Executive Session

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Jonathan Houck, Chairperson  
Gunnison County Board of Commissioners

At 2:50 pm, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Smith seconded the motion. Motion carried unanimously.

Chairperson Houck then let those present know that no direction or guidance was needed.

**ADJOURN: Moved** by Commissioner Houck, seconded by Commissioner Smith, to adjourn the Gunnison County Board of Commissioners Regular Meeting. Motion carried unanimously. The meeting was adjourned at 2:50 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: 2021-23**

A RESOLUTION ADOPTING THE *GUNNISON-CRESTED BUTTE REGIONAL  
AIRPORT AIR SERVICE INCENTIVE POLICY*

WHEREAS, it is the intent of the Board of County Commissioners of the County of Gunnison, Colorado ("Board") to offer an air carrier incentive program to enhance air carrier service and to further create an opportunity to increase air and passenger traffic to support long-term growth at the Gunnison-Crested Butte Regional Airport; and

WHEREAS, an air carrier incentive program will foster a responsible, and non-discriminatory air carrier incentive program that complies with the Federal Aviation Administration rules, regulations, and policies pertaining thereto; and

WHEREAS, the Board has reviewed the *Gunnison-Crested Butte Regional Airport Air Service Incentive Policy*, attached hereto and incorporated herein by the reference as Appendix "A", and in support of the Policy's success, commit to the measurable goals, objectives, strategies, implementation and assessing of results identified in the Policy; and

WHEREAS, it would be in the best interest of the residents of Gunnison County to adopt the *Gunnison-Crested Butte Regional Airport Air Service Incentive Policy* to support and sustain air and passenger traffic for long-term growth of the airport; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that the *Gunnison-Crested Butte Regional Airport Air Service Incentive Policy* attached hereto as Appendix "A" shall be and hereby is adopted.

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY

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

**APPENDIX A**

**Gunnison-Crested Butte Regional Airport Air Service Incentive Policy**

**1. Purpose**

It is the desire of Gunnison County (the airport sponsor) and the Gunnison-Crested Butte Regional Airport (the airport; GUC) to offer an air carrier incentive program to enhance air carrier service at the airport and create an opportunity to increase air and passenger traffic to support long term growth at the airport. This will be achieved by the following goals:

- Increase, market and promote existing commercial passenger air service;
- Develop and promote new commercial passenger air service to/from new destinations utilizing existing air carriers and/or new air carriers;
- Foster a healthy competitive environment amongst air carriers to promote air service opportunities;
- Promote public and industry awareness of airport air services and facilities.

**2. Policy Statement**

This purpose of this Air Service Incentive Policy is to establish and implement a responsible, and non-discriminatory air carrier incentive program that complies with Federal Aviation Administration rules, regulations, and policies pertaining to;

- Airport sponsor assurances;
- The use of airport revenue;
- Airport rates and charges.

**3. Definitions**

- a. New Air Service - is defined as at least one flight weekly to a destination not currently served from the airport sustained for a period of at least 24 (twenty four) months or two seasons (i.e. two winters in a row or two summers in a row).
- b. Increased Air Service - is defined as an increase in frequency of an existing scheduled route by one or more flights per week as compared against the previous years' applicable months or season, sustained for a period of least 24 (twenty four) months or two seasons (i.e. two winters in a row or two summers in a row).

#### **4. Applicability**

The incentives offered under this New Air Service Incentive Policy are applicable as follows;

- a. To FAR Part 121, 129, and 14 CFR Part 380 certificated commercial air carriers only;
- b. To existing air carriers that provide air service to a new destination not currently served to/from GUC beginning on or after the "Effective Date";
- c. To existing air carriers that increase frequency to/from an existing destination beginning on or after the "Effective Date";
- d. To new entrant air carriers that will serve new markets currently not served to/from GUC beginning on or after the "Effective Date".

#### **5. Targeted Markets and Goals**

The following goals and air service objectives have been identified and accepted by the airport sponsor and as amended from time to time:

- a. By the summer of 2022, Gunnison Valley will experience expanded air service to an additional Hub airport, which will further increase connectivity and our reach into other visitor markets.
- b. By the summer of 2022, GUC and Gunnison Valley residents and visitors will experience 69% or less leakage to other airports, accomplished through increased air service connectivity for originating passengers.

#### **6. Incentives**

The airport sponsor, shall provide a landing fee waiver and terminal rent waiver incentive to qualifying air carriers and qualifying air service as follows:

##### Landing Fee Incentives

- a. For New Air Service - Landing fee waivers for up to twelve (12) months for each flight serving a new destination as targeted by the airport sponsor.
- b. For Increased Air Service - Landing fee waivers for up to (12) months for each flight that results in an increase of frequency to an existing destination. The total number of air carrier operations must exceed all of the carrier's prior year flight operation levels.

##### Terminal Fee Incentives

- a. For New Air Carrier Service - terminal fee waivers for up to six (6) months for each new carrier serving a new destination as targeted by the airport sponsor.

#### **7. Term**

- a. This policy is effective October P1 2021 - the "Effective Date". The policy will terminate September 30<sup>th</sup> 2023.
- b. If an air carrier is awarded an incentive program at any time under this policy term, the incentive will be honored as stated in section 5, Incentives, regardless of this policy termination date.
- c. The airport sponsor may extend, suspend or amend this policy at any time without notice.

#### **8. Termination and Reduction of Air Service**

- a. In the event an air carrier, awarded an incentive under this policy, terminates the new or increased air service within 24 (twenty-four) months from the start of the service, the Airport shall be entitled to a reimbursement of all terminal use incentives issued.
- b. In order to maintain an awarded incentive, an incumbent air carrier introducing a new destination or increasing its level of service to an existing destination, may not reduce its current level of service (total for all its markets) it sustained at the airport in the previous months during the prior year. i.e. it cannot reduce one market's flights to introduce a new market or expand another market

#### **9. Miscellaneous**

In addition, the following is applicable with respect to this policy:

- a. The incentive program is directed to grow and support air service to or from GUC.
- b. The airport sponsor is not obligated to provide an air carrier service incentive for destinations not targeted by the sponsor.
- c. The airport sponsor does not recognize repeated seasonal service, upgrade of equipment type, or increased number of seats on existing flights as new service.
- d. All air carriers will have the same opportunity to receive the same incentives under the same circumstances.
- e. Incentives will not be offered to air carriers on an individual basis.
- f. Incentives will not be based on the type or size of aircraft or its passenger class configuration.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** September 21, 2021 Regular Meeting Minutes

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, the draft of the 9/21/2021 BOCC regular meeting minutes.

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

**Submitter's Email Address:** mbollig@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 11/16/2021

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
September 21, 2021**

The September 21, 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 [ABSENT]  
Roland Mason, Vice-Chairperson  
Liz Smith, Commissioner

Matthew Birnie, County Manager  
Melanie Bollig, Deputy County Clerk  
Others Present as Listed in Text

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

**CALL TO ORDER:** Commissioner Mason called the meeting to order at 8:30 am.

**PUBLIC HEARING; LIQUOR LICENSE TRANSFER; COLORADO LIQUOR RETAIL LICENSE APPLICATION; HARMEL'S OPERATIONS LLC DBA HARMEL'S RANCH RESORT:** The public hearing for the Liquor License Transfer, Colorado Liquor Retail License Application was opened by Commissioner Mason at 8:30 am. No public or applicants were present in the room or via Zoom for comment. Gunnison County Clerk Kathy Simillion was present to answer any questions from the Board. She confirmed the public notice and explained that the application for transfer will go to the State for review, they will make any amendments, and when it is ready, the Board would see it again to approve the final transfer license. Deputy County Attorney Emilee Gaebler noted there were several minor inconsistencies on the application, and GC Clerk Simillion affirmed that this would go to the State for amendments. With confirmation that there had been no ex parte communication, no correspondence received, and no questions from the Board, Commissioner Mason closed the public hearing at 8:35 am.

Commissioner Smith **moved** to authorize the acting chair's signature on the Liquor License Transfer, Colorado Liquor Retail License Application for Harmel's Operations LLC dba Harmel's Ranch Resort. Commissioner Mason seconded, and the motion carried unanimously.

**PUBLIC HEARING; LIQUOR LICENSE TRANSFER; COLORADO FERMENTED MALT BEVERAGE APPLICATION; HARMEL'S OPERATIONS LLC DBA HARMEL'S RANCH RESORT:** The public hearing for the Liquor License Transfer, Colorado Fermented Malt Beverage Application was opened by Commissioner Mason at 8:36 am. No public or applicants were present in the room or via Zoom for comment. Gunnison County Clerk Kathy Simillion was present to answer any questions from the Board. She confirmed the public notice and noted that the State process would be just the same for this application. With confirmation that there had been no ex parte communication, no correspondence received, and no questions from the Board, Commissioner Mason closed the public hearing at 8:37 am.

Commissioner Smith **moved** to authorize the acting chair's signature on the Liquor License Transfer, Colorado Fermented Malt Beverage Application for Harmel's Operations LLC dba Harmel's Ranch Resort. Commissioner Mason seconded, and the motion carried unanimously.

**ALCOHOL BEVERAGE LICENSE #26-34997-0000; TRE AMICI CORP DBA GARLIC MIKE'S; EFFECTIVE DATES 9/14/21 – 9/14/2022:** **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the alcohol beverage license for Tre Amici Corp dba Garlic Mike's. Motion carried unanimously.

**ADJOURN:** Commissioner Mason adjourned the Gunnison County Local Liquor Licensing Authority meeting at 8:38 am.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

**CALL TO ORDER:** Commissioner Mason called the Gunnison County Board of County Commissioners Regular Meeting to order at 8:38 am.

**AGENDA REVIEW:** Commissioner Smith needed no changes; Commissioner Mason elected to switch Unscheduled Citizens with Commissioner Items, and to pull the 9:55 am item, "Scheduling; 2022 Strategic Planning Retreat," in order for Chairperson Houck to be present for discussion at a later date. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the agenda with the noted changes. Motion carried unanimously.

**SCHEDULING:** No adjustments were needed for the schedule.

**CONSENT AGENDA:** With no questions or concerns by the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the Consent Agenda as presented. Motion carried unanimously.

1. Acknowledgment of Deputy County Manager's Signature; Cooperative Law Enforcement Annual Operating Plan & Financial Plan; Gunnison Co Sheriff's Office; USDA Forest Service, Grand Mesa, Uncompahgre and Gunnison Nation Forest; CY2021; \$5,500 Annually
2. Second Lease Amendment Agreement; Williams Drilling Co. Inc; Term of Lease extended to March 31, 2022
3. Acknowledgment of County Manager's Signature; Stimulus Funding Application; Colorado Department of Agriculture; Gunnison County Fairgrounds; \$15,000
4. Memorandum of Agreement; US Army Corps of Engineers; Colorado State Historic Preservation Office; Colorado Stone Quarries, Inc; regarding the Colorado Stone Quarries, Inc Yule Creek Relocation Project
5. Grant Application; Colorado Department of Public Health & Environment; Expand Program for Harm Reduction Services in Gunnison County; October 2021 award date
6. Letter of Intent; Deere & Company; Gunnison-Crested Butte Regional Airport; Purchase and delivery of a John Deere 1585 Terrain Cut & attachments; Sourcewell Contract 031121-DAC; \$44,124.76

**COUNTY MANAGER'S REPORTS:** County Manager Matthew Birnie was present for an update.

1. Update on the Airport Project. CM Birnie reported steel framing was being erected, and the West Parking Lot pavement was making good progress. He explained that they had hoped to have the entire hold room completed in time for ski season, but that this would not be possible; however, they hoped that by January 2022, they would be back on target with a Fall 2022 completion date still expected. CM Birnie added that he would be working with the Tourism and Prosperity Partnership (TAPP) Board to get the word out to travelers regarding the construction during ski season.
2. Update on the Library construction. CM Birnie informed the Board that the steel erection crew had all come down with COVID-19; however, they were cleared to come back to work last week, and the steel framing was once again proceeding.
3. South 14<sup>th</sup> Street Housing Project. CM Birnie informed the Board that, within a few days, they should be receiving responses to a County Request for Proposal.

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

1. Memorandum of Agreement; Western Colorado University; Gunnison County match of US Forest Service Grant Award; for Collaboration, Share-information, Data-gathering; \$11,500. DCM Marlene Crosby informed the Board that she had sent an updated agreement to the Board on September 20<sup>th</sup> for their review, and noted that the update by White River National Forest District Ranger Kevin Warner included the agreeable addition of a portion of road from Marble to Crystal. She highlighted that this updated agreement had already been signed electronically by the Forest Service. DCM Crosby quickly outlined concerns for the document: a) listening sessions and public meetings needed to be more accurately outlined; b) there was no end date, but this might be alright to leave open because of the unknown timing for procurement of a facilitator by Western Colorado University; and c) the County Attorney's Office wanted a clause added for both governmental immunity and indemnification. She asked for two actions: 1) to approve a source of funding from the County's discretionary funds, and 2) approval of the Memorandum of Agreement before them. Deputy County Attorney Emilee Gaebler clarified that the County Attorney's Office had asked for: a) the governmental clause to protect the County's interests; b) an independent contractor agreement to keep this from being considered a joint venture, for labor law protection; c) an end of date in regards to when the County would want to receive the data findings from the study so that they could move forward; and d) clarification that the five hearings defined in the current contract were a combination of three listening sessions plus two public hearings. DCM Gaebler recommended that they not sign that day, but instead to make these alterations and send this to Western for review of the minor changes and clarifications. DCM Crosby asked how soon this could be accomplished, as it was critical to not delay this study for much longer. CM Birnie noted that this was a small dollar amount contract with time issues; perhaps they should go ahead and study this, but if the changes proved to be a huge barrier, then he could, upon approval from the Board, go ahead and sign a final document as quickly as possible. Commissioner Smith added her support to this idea and **moved** to approve the funding for the Memorandum of Agreement from the Board of County Commissioner's discretionary fund. Commissioner Mason seconded, and the motion carried unanimously.
2. Somerset small community water quality grant. DCM Crosby advised the Board that Public Works had been awarded a grant from Colorado Department of Public Health & Environment (CDPHE) for the \$320,000 that had been requested. She added that, along with this good news was a caution. Public Works had, quite a bit earlier, also applied for a grant from CDPHE to rework the water system already in place in Somerset, and this was needed as part of the project; however, they had not yet heard back from CDPHE regarding this part of the work.
3. Slate River Bridge grant application. DCM Crosby explained that last year she had applied for repairs to the Slate River Bridge on Gothic Road. This year, they would be applying for design funding for the bridge – \$266,000 with a county match of funds for approximately 20%. She added that the application submittal deadline was October 19<sup>th</sup>; she needed the Board's approval to work with SCH to prepare the application and then have CM Birnie sign, as she would not be present at the next meeting.
4. Household Hazardous Waste Event. DCM Crosby explained that this event scheduled for the first weekend in October had to be canceled due to the City of Gunnison not being able to contribute their share of the funding, as in previous years. She advised that this would be scheduled for the Spring,

- and she would allocate more to the budget for this in 2022. Commissioner Smith asked whether DCM Crosby knew if the City would be budgeting for this, and she stated that they had indicated yes to her.
5. **Brush Creek intersection Public Hearing.** DCM Crosby advised the Board that this would be held at the Elevation Hotel on Thursday, Oct 7<sup>th</sup> from 4:30-7:30 pm. This time was an attempt to try and catch people as they commute to and from work. There would be a 15-minute presentation at 5 pm, 6pm, 7 pm, with table maps and visuals. Notices were put into the paper and on the County website, and the social media was invited to be there. The consultant's website had added a page for project updates and to take in comments from the public, as well.
  6. **Road conditions on Kebler Pass.** Commissioner Mason told DCM Crosby that he had received a citizen complaint regarding the road conditions after magnesium chloride was put down. DCM Crosby let him know this was actually only water being added right now as a dust suppressant; the Magnesium Chloride application was scheduled for later, possibly this week. She added that any application of dust suppressant does make for muddy, soupy, slippery conditions, noting that the extra traffic this year had really been taking a toll on road conditions.

**CHANGE OF AGENDA:** Chairperson Commissioner Mason elected to move to the Petition for Abatement Hearing scheduled for 9:00 am, and then to go back to the Vouchers and Transfers Reports and the Treasurer's Report immediately following the hearing.

**HEARING; PETITION FOR ABATEMENT OF REFUND OF TAXES; PROPERTY TAX YEAR 2020; R011147; 20094 STATE HWY 149, POWDERHORN, COLORADO; TYLER J AND HANNAH C HANSON, OWNERS:** Commissioner Mason opened the Hearing at 9:50 am. The petitioners, Tyler and Hannah Hanson, were not present for the hearing. Notice of the meeting was confirmed to have been given to the petitioners. Commissioner Mason asked Gunnison County Appraiser Chris Nutgrass to present his findings on the property for the 2020 tax year. He explained that their petition was straightforward, due to their property being classified as residential rather than agricultural. He confirmed that the petitioners had shown they were an agricultural producer and had deeded water rights for 2020. Appraiser Nutgrass had also performed a physical inspection of the property and confirmed it was agricultural; he recommended to the Board that there be an abatement of \$151.06 in taxes, and that the classification be changed to agricultural for the 2020 tax year.

Commissioner Mason confirmed that there was no ex parte communication and asked for public comments. As there were no comments, Commissioner Mason closed the hearing at 9:09 am.

With no further questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Assessor's recommendation to abate taxes for \$151.06 and to change the classification to agricultural for tax year 2020. Motion carried unanimously.

**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 as presented and authorize the signature of the Acting Chair. Motion carried unanimously.

**VOUCHERS AND TRANSFERS:** Chief Financial Officer Juan Guerra and Senior Accountant Kelly Weak were present to answer any questions the Board might have.

1. **September 2021 Accounts Payable Report:** **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Accounts Payable vouchers in the amount of \$5,800,036.29. Motion carried unanimously.
2. **July 2021 Purchase Card Report**
3. **August 2021 Cash Transfer Report:** **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Cash Transfer for \$5,527,830.72. Motion carried unanimously.
4. **Sales Tax – Local Marketing District Tax Reports**

**BREAK:** As an item on the agenda scheduled for 9:10 am was canceled, Commissioner Mason elected to wait for the next item to begin at its scheduled time, and he called a break from 9:14 am to 9:20 am.

#### **LAND USE RESOLUTION AMENDMENTS; AND**

##### **1. RESOLUTION; A Resolution Amending the *Gunnison County Land Use Resolution*:**

Community and Economic Development Director Cathie Pagano was present for discussion. Commissioner Mason opened by stating that these amendments had already been discussed in three joint meetings with the Commissioners and the Planning Commission, and in a Board of County Commissioners Public Hearing. He noted that they were that day looking at the final format, with a just a few minor last changes that were basically administrative.

Commissioner Smith noted that she understood that not everyone will agree with these amendments, but overall felt this was a responsible way to address thoughtful growth to the community. She was in favor of the change to 5,000 square feet residential plus an additional 2,000 square feet, allowing plans for larger footprints to enter the minor impact review. Commissioner Smith then read a statement prepared in advance by Chairperson Houck, as he was unable to be present for that day's meeting:

"I am sorry that I am not at today's meeting. I am spending 2-1/2 days with conservation partners and our local GPLI workgroup doing a series of site visits and meetings on the ground in support of our public lands protection efforts.

In my absence, I clearly cannot vote but I did not want to miss the opportunity to be very clear of where I am on the issue. After numerous public hearings with the planning commission, a public hearing with the BOCC and taking the time to read each and every piece of written testimony both for and against the proposed change to the LUR which would lower the square footage threshold that would require a residential application to enter the minor impact review process, I have solidly landed on my position. After reviewing the data, the history and hearing the public I am in firm support of establishing the threshold of 5000sf and 2000 additional sf as proposed and discussed after the closing of the BOCC public hearing. My duty as a commissioner is to weigh the opinions, the data and the will and values of the whole community and I feel moving the SF requirements back to levels that closely mirror the original LUR metrics is warranted and appropriate at this time."

Commissioner Mason noted that he had wanted a little larger square footage, but added that there will be another layer of review in the minor impact review for wildlife and water quality mitigation, and that those applying will be able to be approved through that process. He further stated that the LUR is a living document and was comfortable with these changes for now.

With no further discussion or questions, Commissioner Smith **moved** to approve the LUR amendments as presented and Resolution 2021-24: A Resolution Amending the *Gunnison County Land Use Resolution*. Seconded by Commissioner Mason. Motion carried unanimously.

**DISCUSSION; MOBILE HOME PARK OVERSIGHT PROGRAM:** Deputy County Attorney Emilee Gaebler was present in the room for discussion.

DCA Emilee Gaebler explained that this State oversight program was currently in the process of creating administrative rules for the program which comply with its statutory language. Because of the County's experience with Country Meadows Mobile Home Park, the County Attorney's Office wished to submit a letter containing necessary clarification comments to the oversight program for addressing inconsistencies in the statutes, and for suggesting changes to the language as they do the rulemaking.

Commissioner Smith stated that she had talked with County Attorney Matt Hoyt, and could see that the suggestions were very much needed for growing Gunnison and other counties in Colorado, as well. Community and Economic Development Director Cathie Pagano suggested this was an opportunity for the Board to lobby for changing some of that legislation, noting that there were no teeth in the legislation as it stood now for making corrective changes for the residents of these parks.

With the full support of the Commissioners, it was **moved** by Commissioner Mason, seconded by Commissioner Smith to approve the County Attorney's Office submittal of comments to the Mobile Home Park Oversight Program committee. Motion carried unanimously.

**CHANGE OF AGENDA:** As they were ahead of time for the 9:45 am agenda item, Commissioner Mason elected to jump ahead to the item scheduled for 9:50 am, which the County Attorney's Office was already present and able to discuss with the Board.

**CONTRACT WITH CONSERVATION LAW, P.C. TO PROVIDE CONSULTATION SERVICES IN RELATION TO THE MOUNT EMMONS MINING COMPANY MINE SITE:** County Attorney Matt Hoyt was present via Zoom for discussion. He outlined that, while the Town of Crested Butte and Gunnison County both had strong teams of lawyers, they had come to the conclusion through these complicated negotiations that both teams lacked the legal expertise to do complex conservation easements of this size and scope. Therefore, the Town of CB and Gunnison County had researched who in Colorado might have the expertise necessary to provide those services, and Conservation Law, P.C. was the firm chosen. CA Hoyt went on to explain that the expert lawyer from this firm, Jessica Jay, would represent both the Town of CB and Gunnison County equally; in cooperation, the Town and County would split the costs of her services. CA Hoyt stated his recommendation for this contract and asked for the Board's approval of the engagement letter and to authorize CA Hoyt to execute the agreement on the Board's behalf.

With both commissioners expressing their support for special counsel, it was **moved** by Commissioner Mason, seconded by Commissioner Smith to enter into a contract with Conservation Law, P.C. to provide consulting services in relation to the Mount Emmons Mining Company mine site, and to authorize County Attorney Matthew Hoyt's signature to execute the agreement. Motion carried unanimously.

**CHANGE OF AGENDA:** As the meeting was still ahead of schedule for the 9:45 am agenda item, Commissioner Mason elected to fill in time with Commissioner Items.

#### **COMMISSIONER ITEMS:**

##### **Commissioner Smith**

1. Early Childhood Education / Early Childhood Leadership Council. Commissioner Smith attended their meeting on September 14<sup>th</sup>, and found there was conversation at the federal level proposing funding of \$450 million to support early childhood education. This was tied to the American Families Plan, which would have profound effects. She noted further that this funding would overlay nicely with state

initiatives that were well underway, and concluded that this could be a big opportunity for early childhood funding in the valley.

**CHANGE OF AGENDA:** Commissioner Mason then returned to the 9:45 am item on the agenda.

**JOHNSON COLORADO TRUST SUBDIVISION EXEMPTION PLAT; LOTS 1 AND 2 WOLF CANYON SUBDIVISION; LUC-21-00033:** This was presented by Community and Economic Development Administrative Services Manager, Beth Baker. She explained that Johnson Colorado Trust applied in 2019 for a lot cluster which was granted by the Board, but then later decided they really wanted the original lot configuration, which really was a subdivision process. She asserted that they did have wells for both lots, which was a requirement for this exemption.

CM Birnie noted that this was a very rare circumstance, and advised the Board that it would be applicable to want to know why the reversal, as it would be a completely a discretionary decision.

Dan Stewart, representative for Johnson Colorado Trust, was present in the room, and he came forward. He stated that he was the contractor for the owners of Lot 1, and explained that when the lot owners picked out a spot for their cabin on Lot 1, they found the planned deck was going to encroach on Lot 2. The trust owned both Lots 1 and 2, and they gave permission to the owners of Lot 1 to go ahead and cluster these lots. Over the winter, the owners then decided to move the cabin back on Lot 2, and the deck no longer encroached onto Lot 2. The trust then asked to remove the cluster and put the two lots back like they originally were.

Commissioner Mason noted that these changes seemed to explain why the reversal, and felt that putting it back did not seem to be an overreach. When asked for the size of the lots by the Board, Mr. Stewart replied that Lot 1 was 11 acres and Lot 2 was 1.2 or 1.5 acres. CM Birnie noted then that if there was room for another building there, it would bring about Land Use changes. Community and Economic Development Director Cathie Pagano then asserted something like unique situation needed to be considered with great caution.

After some discussion looking at arguments for and against a subdivision of the lots, Commissioner Smith asserted that she was leaning toward leaving it a single cluster. Commissioner Mason also stated that he was also inclined to leave it a single cluster, as he favored fewer wells percolating into the aquifer. After considering other consequences, wherein others might see this had happened and would want to change their clustered lots, the Commissioners decided not to approve the subdivision exemption.

**Moved** by Commissioner Mason, seconded by Commissioner Smith, to deny the application request by Johnson Colorado Trust for a subdivision exemption. Motion carried unanimously.

**SCHEDULING: 2022 STRATEGIC PLANNING RETREAT:** Commissioner Mason elected to remove this item from the agenda because of the absence of Chairperson Houck.

**APPOINTMENT; COMMISSIONER DESIGNATE/VOTING MEMBER; COLORADO COUNTIES, INC. (CCI) OCTOBER 8, 2021 LEGISLATIVE MEETING:** Commissioner Mason noted that Chairperson Houck had, in the past, performed as the designated voting member, and had expressed that he would again be interested in this appointment. Commissioner Smith stated that Chairperson Houck had also expressed his interest in again being the designate/voting member at the upcoming CCI legislative meeting.

With full support from both commissioners present, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to appoint Chairperson Houck as the commissioner designate/voting member for the CCI October 8<sup>th</sup> legislative meeting. Motion carried unanimously.

**DISCUSSION; WONDERLAND NATURE SCHOOL AND COVID IMPACTS:** Commissioner Smith introduced this items presenter as Taryn Mead, Director of the Board for Wonderland Nature School, and full-time faculty at Western. Commissioner Smith also disclosed that she had been working closely with Director Mead, as she was a strong proponent for early childhood education opportunities in the County, and added that she especially felt investing in children was something our community would be interested in supporting.

With this introduction, Director Mead presented the new facilities remodel, and the challenges and needs for Wonderland Nature School, as outlined in her presentation and handout to the Board. She touched on difficulties in licensing, difficulty in finding housing for employees, qualifying workers for infant care, and low enrollment and loss of staff due to COVID-19 closures and vaccine mandates. She asked for funds in order to have enough time to qualify workers for their infant room, for monthly payments, and to enroll more pre-school children in their preschool program.

Commissioner Mason stressed that it was important for daycare to be available to our community, and that he was ready to look into stop-gap funding for Wonderland until they could get going with more staff and children. Commissioner Smith also emphasized that reliable daycare was crucial for working parents; otherwise, it was a huge stressor and impact for those parents trying to live here with their young families. CM Birnie informed the Board that they did still have available funds set aside in a COVID response fund.

With some further discussion on the amount needed to carry the school through the end of 2021, it was then **moved** by Commissioner Smith, seconded by Commissioner Mason to issue a grant in the amount of \$60,000 to Wonderland Nature School out of the County allocated COVID relief funding. Motion carried unanimously. CM Birnie then affirmed that he would meet with the County Attorney's Office to arrange the transfer of funds.

**COMMISSIONER ITEMS:** Commissioner Smith picked up from where she had started earlier in the meeting with her Commissioner Items.

**Commissioner Smith**

1. Attended a Gunnison Basin Sage-grouse Strategic Committee meeting. Commissioner Smith reported that most of the group's focus centered around cheat grass and habitation restoration initiatives so critical to survival of the species. She reported that there was now urgency locally to attack the cheat grass issue before the situation became irreversible. Jess Young, an expert on the Gunnison Sage-grouse, had attended one of their recent meetings and stressed that, unless something was done in a concerted effort within a short time period, it would spell the end of the species. As a result, Commissioner Smith and the committee have been communicating with state legislators to see if a subcommittee could be formed in order to gather funding for this effort. She noted this was in its beginning stages, but Commissioner Smith promised to keep the Board updated on the collaborative effort and further funding opportunities.
2. Attended a Gunnison Basin Roundtable meeting. Commissioner Smith filled in for Chairperson Houck while he was away. She reported that they had received calls regarding Lake Powell, with some opinions that our sending water would slow the reduction, but would not help its increase overall. It was also uncertain what this means for subsequent years, as it is unclear still if the drought response is limited to this year only. The roundtable also had a good conversation with the Colorado Forest and Water Alliance, emphasizing the need for combined forest health and water reservoir health initiatives to go hand in hand. The mudslides on the I-70 corridor this summer brought this to the forefront.
3. Opioid Regional Settlement. Commissioner Smith advised that she was continuing to work closely with Montrose County Commissioner Sue Hanson in starting a regional group. They are also collaborating with the County Attorneys' Offices to put together an intergovernmental agreement and bylaws, with a timeline for information to come in. She commented that they are also hoping to get regional appointments made to the committee by next month. Commissioner Smith also met with HHS Director Joni Reynolds and Kari Commerford to gain insight on what would be needed for Gunnison County in terms of that representation. Each county will have two voting members sent to the regional group who will be guiding how a significant amount of funds from this settlement will be utilized in the best possible way over an 18-year period. Commissioner Smith then concluded by thanking County Attorney Matt Hoyt and the County Attorney's Office for their considerable assistance in putting together the group's bylaws and making sure they align with the state memorandum of understanding.

**Commissioner Mason**

1. Attended a Transportation meeting for Counties & Commissioners Acting Together (CCAT). Commissioner Mason stated that part of the meeting centered on the Transportation Bill that was passed, regarding the reduction of greenhouse gases. As he noted that he was the only representative from the Western Slope at the meeting, he would also like to get Scott Truex with RTA involved, as they needed more input and issues regarding this side of the state. Commissioner Mason also noted that there would be some of the future meetings coming to Grand Junction.
2. Attended Gunnison Valley Regional Housing Authority (GVRHA) meeting. Commissioner Mason reported that the meeting centered on an ongoing conversation regarding the proposed hostel in Crested Butte – trying to see how the public/private relationship can work. The hostel plans to have 22 rooms and two apartments; most of the conversation was around master leases. Commissioner Mason noted that the timing is an issue, as the investors need this to be on a fast track, and government is trying to keep up with the schedule as they work through contractual language for the project. Commissioner Mason also highlighted another topic in the meeting concerned the issues with the Country Meadows Mobile Home Park. He agreed to sign on as the one Commissioner to come to their association's Wednesday evening meetings, remarking that the critical 90-day deadline would be up that week. He also noted that DCA Gaebler gave a presentation and language which could influence some rule-making, but it could not address the immediate changes needed there, and this was what they were still working on.
3. To attend the Region 10 meeting on Thursday, September 23<sup>rd</sup>. Commissioner Mason stated that he would be attending, and that he knew one of the main topics would center on Region 10 staffing. He was aware that the current staff had been under extreme pressure; during COVID, they had processed over 80 grants and there was a need to increase staff and salaries.
4. Attended a Lead King Loop Working Group meeting. Commissioner Mason outlined the topics covered at the meeting: approval of the Facilitation agreement for \$11,500, and a recap of what the traffic had been like in Marble this summer. He reported that some of those who had helped with gathering input and data were also at the meeting. They reported that traffic was bad this summer, though not as bad as the 2020. They did project that parking would be worse for 2022, with the quarry deciding their area can no longer be used for overflow parking, due to liability issues. Ideas were offered for alleviation of this, such as parking signage showing the parking lot is full, or possible reservation of parking spots. Commissioner Mason also highlighted the positive feedback received regarding the new Sheriff's Deputy in Marble, and for the new parking signage installed this year.

**UNSCHEDULED CITIZENS:** There were no unscheduled citizens.

**ADJOURN: Moved** by Commissioner Mason, seconded by Commissioner Smith to adjourn the Gunnison County Board of County Commissioners. Motion carried unanimously. The meeting adjourned at 10:45 am.

\_\_\_\_\_  
Jonathan Houck, Chairperson

\_\_\_\_\_  
Roland Mason, Vice-Chairperson

\_\_\_\_\_  
Liz Smith, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Melanie Bollig, Deputy County Clerk

Attest:

\_\_\_\_\_  
Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

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

**RESOLUTION NO: 2021-24**

A RESOLUTION AMENDING THE *GUNNISON COUNTY LAND USE RESOLUTION*

WHEREAS, pursuant to the Gunnison County Land Use Resolution ("the *Resolution*"), Section 1-113, details a process for initiation, review and Board of County Commissioner action on proposed amendments to the *Resolution*, and

WHEREAS, pursuant to Section 1-113, the Community Development Department and Planning Commission have initiated and completed review of proposed amendments as required by the *Resolution*; and

WHEREAS, the Planning Commission on July 23, 2021, forwarded its written recommendations to the Board regarding the proposed amendments; and

WHEREAS, the Board of County Commissioners has conducted a duly noticed public hearing on these proposed amendments on September 7, 2021; and pursuant to Section 1-113 of the *Resolution* evaluated the proposed amendments using the following criteria:

- Consistency of the proposed amendments with any comprehensive plan that may be adopted by Gunnison County;
- Changed conditions, including the economy of Gunnison County;
- Effect of the proposed amendments on the natural environment;
- Community needs;
- Development pattern;
- Changes in applicable law;
- Public health, safety and welfare; and
- Compliance with any applicable intergovernmental agreements adopted by Gunnison County; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Gunnison County, Colorado that the Board hereby adopts the following amendments of the *Gunnison County Land Use Resolution* as included on the attached "Exhibit A."

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY

Houck – [ABSENT], Mason – yes, Smith – yes.

“Exhibit A” noted in Resolution 2021-24 is the  
Gunnison County, Colorado  
Land Use Resolution Amendments  
2021

Please see Resolution 2021-24 and its accompanying Exhibit A on record at the  
Gunnison County Clerk and Records Office

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** September 28, 2021 Special Meeting Minutes

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, the draft of the 9/28/2021 BOCC special meeting minutes.

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

**Submitter's Email Address:** mbollig@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/12/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/12/2021

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 1

Agenda Date: 11/16/2021

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
SPECIAL MEETING MINUTES  
September 28, 2021**

The September 28, 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 Hoyt, County Attorney  
Melanie Bollig, Deputy County Clerk  
Others Present as Listed in Text

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:**

**CALL TO ORDER:** Chairperson Houck called the special meeting to order at 1:03 pm.

**EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4)(f), PERSONNEL MATTERS, AND PURSUANT TO C.R.S. 24-6-402(4)(E)(I), FOR DETERMINING NEGOTIATION POSITIONS RELATIVE TO PERSONNEL MATTERS:** Commissioner Houck then **moved** to go into Executive Session, pursuant to C.R.S. § 24-6-402 (4)(f), personnel matters, and pursuant to C.R.S. §24-6-402 (4)(e)(I), for determining negotiation positions relative to personnel matters. Additionally, pursuant to C.R.S. §24-6-402 (4)(f), the employee who was the subject of this executive session had been informed of the employee's right to have this session conducted in public, and the employee had waived this right. The participants in the Executive Session were the full Board of County Commissioners and County Attorney Matthew Hoyt. Commissioner Smith seconded the motion, and the motion was carried unanimously. It was further noted that a contemporaneous record of the meeting would be kept.

The Board went into executive session at 1:06 pm. The executive session was held in the BOCC Boardroom, and a contemporaneous record was kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. §24-6-402(4). This specific session was conducted as per §24-6-402 (4)(e) and §24-6-402 (4)(f).*

Attorney Statement Regarding Executive Session

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Matthew Hoyt  
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Jonathan Houck, Chairperson  
Gunnison County Board of Commissioners

At 1:56 pm, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Smith seconded the motion. Motion carried unanimously.

Chairperson Houck, on behalf of the Board, continued the above executive session to the next regularly scheduled meeting, with the time to be noted on the agenda once it was posted for the public.

**ADJOURN:** **Moved** by Commissioner Houck, seconded by Commissioner Smith, to adjourn the Gunnison County Board of Commissioners Special Meeting. Motion carried unanimously. The meeting was adjourned at 1:56 pm.

\_\_\_\_\_  
Jonathan Houck, Chairperson

\_\_\_\_\_  
Roland Mason, Vice-Chairperson

\_\_\_\_\_  
Liz Smith, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Melanie Bollig, Deputy County Clerk

Attest:

\_\_\_\_\_  
Kathy Simillion, County Clerk

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Grant Application; Gunnison Home Association; Home

**Action Requested:**

**Parties to the Agreement:** Gunnison Home Association Board

**Term Begins:** 01/01/2022

**Term Ends:**

**Grant Contract #:**

**Summary:**

This grant provides in home services to elderly, frail and disabled community members

**Fiscal Impact:** 5000

**Submitted by:** Elizabeth Holena

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 11/4/2021

**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: 11/4/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/16/2021



**HEALTH AND HUMAN SERVICES DEP.**  
Human Services Phone: (970) 641-3244 F2  
Public Health Phone: (970) 641-0209 F2  
225 N Pine St, Gunnison, CO 81230  
Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

---

09/14/2021

Gunnison Home Association  
PO Box 1381  
Gunnison, CO 81230

Don Crossley,

Gunnison County Department of Health and Human services, and more specifically Gunnison County Senior Resource Office, thanks you for your gracious outreach for assistance. On the following page is a projected proposal for use of funds from Gunnison Home Association.



**HEALTH AND HUMAN SERVICES DEP.**  
Human Services Phone: (970) 641-3244 Fax:  
Public Health Phone: (970) 641-0209 Fax:  
225 N Pine St, Gunnison, CO 81230  
Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

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Organization Name: Gunnison County Department of Health and Human Services

Project Title: Home Independence

Grant Amount Requested: \$5000.00

Preferred Method for Distribution of Grant Money: Check

Mailing Address: 220 North Spruce Street, Gunnison, CO 81230

Project Start Date: 10/1/2021

Project End Date: 9/31/2022

**Project Description:**

The mission of Gunnison County Senior Resource Office (SRO) is to provide community outreach and education, preventive health, adult protection and advocacy services to low income seniors, at risk adults and their families so they can be more independent, healthy and connected to their community. Project Home Independence will address an identified need in the community by providing homemaking and cleaning services to both Gunnison and Hinsdale County's most vulnerable seniors.

Currently, Gunnison County Senior Resources Office is dedicated to offering services to individuals of Gunnison County, age 60 and older, without regards to race, color, national origin, sex or income. The Senior Resource Office targets low income, frail and elderly seniors, seniors living with a disability and minority seniors having over 9000 contacts each year. According to the United States Census, 7.3% of the senior population, age 65 and up, lived in a state of poverty during the survey calendar year. The American Community Survey also identified that 16.22% of Hispanic/Latino seniors age 65 and older live in poverty, compared to 7.03% of non-Hispanic/Latino seniors. Gunnison County provides seniors, and their families, a comprehensive efficient way to gain knowledge of resources in our community to help them maintain health and independence.

A Critical service that has been identified through community need assessments, focus groups and through programmatic evaluation is in home services, including cleaning and homemaking services. The existing programs in the community often face barriers to meeting the needs of the community due to lack of staff, remote location and inability to provide a living wage and difficult nature of the work. Without services in the home, many vulnerable seniors and families often have to lose independence more quickly, prematurely having to move from their homes to another environment that offers more services. Many seniors are able to live safely and independently with assistance from homemaking services, which can include shopping, meal preparing, cleaning, light personal care and general assistance. It is anticipated that the Project would be able to bring services to approximately 20 households through the year

The Senior Resources Office, a division of Gunnison County Health and Human Services, hosts several different programs providing services to low income seniors including Long Term Care Medicaid Aging and Disability Resources for Colorado, Medicaid Outreach, and Adult Protective Services. Through Long Term Care Medicaid, approximately 65 low income seniors are provided case management and in home services to seniors who have a functional deficit in any Activities of Daily Living. The Adult Protection Program provides intervention and protection to Seniors have diminished capacity and may be experiencing mistreatment, such as physical or emotional abuse. Lastly, the Aging and Disability Resources of Colorado provides information and referral assistance to older adults, family/friends, professionals, and community members. Services also include outreach/information, assistance activities and Medicare Counseling through the State Health Insurance Program(SHIP). Outreach/information and assistance activities include on site sessions at the Senior Center, Senior Housing complex, local thrift stores, Open access hours, the Food Pantry and Community Options along with facilitating education community presentations on a variety of aging and care giving related topics. The office also maintains current materials, available in both print and electronic versions, of services and benefits available to seniors in Gunnison County and surrounding areas, including Hinsdale County, Salida and the Western Slope. The SRO leads coordinated collaborative efforts in the community to create new services to fill "gaps" in areas where demand is greater than the service supply, such as caregiver resources, out of town transportation, dental care and access to care for lower income, uninsured and under insured individuals. The SRO also helps identify overlaps or duplication in services in order to avoid resource waste and optimize consumer utilization of available services. Total the Senior Resource Office employs 6 staff, 3 which are full time and two part times. Programs are supported by state and grant funding. Funding for existing programs comes from both state and grant funding.

Gunnison County has not applied for other funds or identified any additional funds to support Project Home Independence. Although Long Term Care Medicaid covers the cost of homemaking services, due to shortages the service is intermittent and Project Home Independence would allow individuals to remain in their home while services are in shortage.

Due to the changing landscape caused by the Pandemic, Gunnison County is seeing an increased need for basic needs such as home making services, housing, food, and assistance navigating Medicaid/Medicare. A gap that continues to be prevalent in Gunnison County is the need for homemaking services, dental and vision needs, cleaning services, transportation assistance, and emergency food assistance.

Gunnison County will recognize Gunnison Home Association contribution by displaying recognition in a public facing arena such as the front lobby and on grant applications.



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Grant Application; Colorado Department of Human Se

**Action Requested:**

**Parties to the Agreement:** Colorado Department of Human Services

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Behavioral Health Expansion Project

**Fiscal Impact:** \$550222.00

**Submitted by:** Elizabeth Holena

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 11/4/2021

**County Attorney Review:**

Required

Not Required

Comments:

I spot no legal issues, but we'd ask to review the grant agreement for legal sufficiency. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/3/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/4/2021

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 11/16/2021



**COLORADO**

**Department of Human Services**

## **Request for Applications**

County Behavioral Health Grant Program

RFA #: RFP IHJA 2022000092

October 06, 2021

## Basic Information and Timeline

Single Point of Contact	Ryan Yarrow <a href="mailto:ryan.yarrow@state.co.us">ryan.yarrow@state.co.us</a>
Solicitation Description	County Behavioral Health Grant
Anticipated Contract Start Date	January 1, 2021
Anticipated Contract Term	Upon execution of a contract through June 30, 2022, and a second term from July 1, 2022 through June 30, 2023. The resulting contract may be renewed for additional terms at the sole discretion of the State, contingent upon funds being appropriated, budgeted, and otherwise made available, and other contractual requirements, if applicable, being satisfied.
Submission Method	Electronic only. See Section C Below.
Pre-Application Conference Date	N/A
Questions Due Date	October 20, 2021 @ 5pm
Questions Published on VSS	October 27, 2021
<b>Application Due Date and Time</b>	November 08, 2021 @ 5pm

\*All dates and times are subject to change and are in Mountain Time.

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### A. Quick Resources

1. For questions about this solicitation, contact the Single Point of Contact identified above.
2. For help with Applicant Self Service (ColoradoVSS), contact the [Vendor Self Service Help Desk](#) or call 303-866-6464.
3. For information about doing business with the state of Colorado generally, visit [this](#) link.
4. The Department is always interested in improving. Please take [this](#) survey at any time. *(We do actually read the responses)*
5. Colorado Consortium for Prescription Drug Abuse Prevention Grant Writing Assistance Program <https://corxconsortium.org/grant-assistance/>

### B. Introduction and Background

The COVID-19 pandemic affected the behavioral health needs of Coloradans, leading to increased incidence and prevalence of stress, anxiety, social isolation, and financial hardship accompanied by a concurrent increased demand for behavioral health services and support. The State's crisis hotline experienced a 30% increase in average monthly calls and a record-breaking number of texts. Reports released early in the pandemic by The Colorado Health Foundation, as well as national studies, indicated that COVID-19 is impacting the behavioral health conditions of people across the country, including Coloradans.

In June 2021, Governor Jared Polis signed [Senate Bill 21-137](#) which created a grant program that appropriated \$9,000,000 to the Office of Behavioral Health (OBH) to provide matching grants to

County Departments of Human Services or Social Services for the expansion or improvement of local or regional behavioral health disorder treatment programs.

**Allowable Uses of Funding:** This RFA seeks to provide matching grants to county departments of human or social services for the expansion or improvement of local or regional behavioral health disorder treatment programs.

1. Grant recipients may use the money received through the grant program for the following purposes:

- peer training;
- augmentation of direct therapy;
- acute treatment units;
- inpatient treatment programs;
- outreach and education;
- navigation or care coordination;
- capital investments in behavioral health center infrastructure;
- services for non-English-speaking individuals;
- culturally responsive and attuned services;
- suicide prevention and intervention;
- crisis response;
- withdrawal management;
- workforce development;
- supporting regional service delivery; or
- any other purposes that will expand or improve local or regional behavioral health disorder treatment programs addressing the need areas that the office has identified in Exhibits F-N

### C. How to Submit an Application

1. **In General.** Email the application, Signature Page, and any other required documents in one zip file as an attachment to [this](#) email address. Please be aware of email server file size limitations. The maximum file size the Department can accept is 15 GB.
2. **Only Attachments.** Only the zip file goes through. The Department cannot see any text or messages sent to the email address identified above. Written questions may be emailed to the Single Point of Contact.
3. **File Names.** The zip file name should start with the Applicant name, solicitation type, and solicitation number (e.g., “**ABC Company, RFP 2022000XXX CDHS...**”). Applicants may include additional information in the zip file name.
4. **Timing.** The zip file typically uploads within five minutes; however, vendors should submit zip files at least thirty minutes prior to any deadline to ensure the file is received.
5. **Confirmation.** Vendors will receive an email confirmation from box.com that the zip file was uploaded correctly. If not, please contact the Single Point of Contact.

Colorado Department of Human Services Solicitation Number: RFP IHJA 2022000092  
Division of Contracts and Procurement

6. **No Encryption.** Do not encrypt emails sent to the submission email as it may prevent full submission.
7. **Pre-application Conference.** There was a pre-application conference held on August 26, 2021. The recording is posted as Exhibit E.
8. **Questions.** Vendors may submit questions by email to the Single Point of Contact prior to the Questions Due Date identified in the Basic Information and Timeline above. The Department may answer some, all, or none of the questions asked by posting them publicly.
9. **Late Applications will not be accepted unless specifically allowed by rule and at the Department's sole discretion.**

#### **D. Application Format**

1. **Maximum Length.** Applications should not exceed six pages (not including the budget). The Department may evaluate applications negatively if this page limit is not followed.
2. Font size: 11pt and single spaced.

#### **E. Application Content**

1. **Project Requirements - Mandatory Criteria:**
  - a. Applicant must meet **at least one** of the following:
    - i. A dedication of local funding or in-kind county resources to support the expansion or improvement of local behavioral health disorder treatment programs, which may be from the county's local share of the federal "American rescue plan act of 2021", pub.L. 117-2, as the act may be subsequently amended, or other local revenue sources; **or**
    - ii. A plan for regional collaboration between no fewer than **three** counties to support the expansion or improvement of regional behavioral health disorder treatment programs.
  - b. The budget may not exceed \$1 million per proposal unless a grant is awarded for a regional effort involving **two (2)** or more counties. (CRS 27-60-111(5)(b))
  - c. Applicants must be a Colorado county department of human or social services.
2. **Application Substance.** Applicants should use the following instructions to complete the business proposal and compose a response to this application.
  - a. Provide an **executive summary** of the proposed project. Include the name of the entity or entities submitting the proposal, the primary contact's name, the amount requested, and three to four sentences about the project and how it will expand or improve local or regional behavioral health disorder treatment programs.

- b. Please state if the proposal will be providing a dedication of local funding or in-kind county resources **OR** a plan for regional collaboration between no fewer than three counties.
- c. **Project Description (20 Points)** Describe the proposed project and the problem or problems your project will address. Include how you have engaged local partners and the data used to identify the problem(s).
  - 1. Describe what are the current barriers and gaps that exist that the project will help solve.
  - 2. List the counties/area you have identified as most in need of enhancements in priority order as identified by community input and local planning efforts.
  - 3. Describe how your project will address equity, diversity, and inclusion in your community.
- d. **Service Area (10 Points)**
  - 1. List the associated counties and municipalities where the project will expand or improve local or regional behavioral health disorder treatment programs.
  - 2. Describe the population to be served, including any subpopulations and your organization's experience working with them.
- e. **Quality Assurance (10 Points)**
  - 1. Describe how your organization will identify and establish deliverables (client count, quality of service).
  - 2. Describe your organization's quality assurance plan to monitor project performance, improvement, timelines, and quality of services.
- f. **Organizational Capacity (10 Points)**
  - 1. Describe the positions within your organization who will be working on the project and their roles.
  - 2. Describe your organization's experience with, and approach to working in, underserved communities that need behavioral health treatment.
  - 3. Identify any partnering agencies and their roles in the implementation of this project.
  - 4. Describe your organization's plan to rapidly distribute the grant money into the community and how the project will be monitored.
- g. **Sustainability Plan (10 Points)**
  - 1. If any grant money is used for capital projects, please demonstrate how you will continue those services past the grant cycle for at least an additional five years.
  - 2. Describe how services initiated with this grant funding will be sustained beyond the grant period.
- h. **Additional Requirements (30 Points)**

Please describe how your approach demonstrates the following:

1. Innovation & Collaboration OR services to Rural/Frontier Counties (CRS 27-60-111 (6))
  2. Demonstrates a need as identified by community input and local planning efforts (such as number of available providers, distance to services, etc.) (CRS 27-60-111 (6))
  3. Demonstrates the ability to rapidly distribute the grant money into the community (CRS 27-60-111 (6))
- i. **Budget (10 Points)**
1. Fill out and return Exhibit B for your project. The budget should be divided into work occurring from contract execution through June 30, 2022, and a second term for July 1, 2022, through June 30, 2023.
    - a. The budget does not count towards the 6-page limit.
  2. If your entity is a direct service provider your budget must limit any indirect expenses to no more than ten percent of the total state money awarded. If your entity oversees a direct service provider your budget must limit the entity's indirect expenses to no more than five percent of the total state money awarded. (CRS 27-60-111(5)(c)).
  3. Identify other payer sources, which exist for this project (CRS 27-60-111(5)(e)) and how much funding will be contributed from each.
  4. Identify dedication of local funding OR regional collaboration between no fewer than **three (3)** counties to support expansion or improvement of regional behavioral health disorder treatment programs. (CRS 27-60-111 (5)(a)(I))

## F. How Applications are Evaluated

1. **In General.** The Department will assess each application based on Evaluation Factors and determine the best application(s). The assessment may vary based on the time and resources available to make a determination. The Department may request more information or clarifications from any vendor. The Single Point of Contact will notify all vendors of the final decision.
2. **Mandatory Criteria.** The Department may identify mandatory criteria. However, the Department reserves the right to waive mandatory requirements in its sole discretion.
3. **Evaluation Factors.** The Department may evaluate applications based on the information requested or referenced in the application content section, or as noted throughout the solicitation.
4. **References.** The Department may contact references, whether provided or not, and also consider them as part of the evaluation.

## G. Ethics

1. Any person involved in the purchasing process for the state, any end users of such goods and services, any vendor or contractor that does business with the state, and any other interested third parties to the procurement process shall enhance the proficiency and stature of the purchasing process by adhering to the highest standards of ethical behavior.

## H. Administrative Information

1. **Communication.** All communication regarding this solicitation must be done through the Single Point of Contact identified above. Unauthorized contact with any Department personnel other than the Single Point of Contact regarding this solicitation is prohibited and may result in disqualification.
2. **Notices.** The Department may modify this solicitation by posting changes via the Colorado VSS website. All communications will be posted on the [VSS](#), and/or through a direct email from the Single Point of Contact.
3. **Modifications of Applications.** Applications may be modified or withdrawn by the vendor prior to the established due date and time.
4. **Presentations or Site Visits.** At the Department's sole discretion, the Department may request presentations or site visits. Vendors should not, however, prepare the application with the assumption that an opportunity for oral presentations or revisions will be offered.
5. **Acceptance of solicitation terms.** An application submitted in response to this solicitation shall constitute a binding offer and acknowledgment that all terms and conditions of this solicitation are accepted. Vendors must identify any variations between its application and the solicitation. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance.
6. **Contract.** Vendors must agree to the State's contract terms. Please note that any attached or referenced model contract lists the State's required legal provisions but may not include the specific scope of work and requirements for this solicitation. Vendors must review any attached contract terms and note any exceptions. Modifications to the State's contract terms constitute increased risk and costs to the State. Therefore, Vendor's noted exceptions may be considered in any evaluation.
7. **Award.** The Department will notify all vendors who submitted an application when it issues a Notice of Intent to Award or an actual award. The awarded vendor(s) must act in good faith to execute an agreement on or before the Anticipated Contract Start Date identified above. If this date is not met, through no fault of the State, the State, at its sole discretion, may cancel the Notice of Intent to Award.
8. **Reconsiderations.**
  - **Sponsoring Agency Reconsiderations.** If a Sponsoring Agency provides for an appeal process, then the Department will follow the appeal process provided by the Sponsoring Agency.

- **Federal Program Reconsiderations.** If a federal program under which funding is provided for provides for an appeal process, then the Department will follow the appeal process provided for by the federal program.
  - **Department Reconsiderations.** If there is no Sponsoring Agency or federal appeal process available, then vendors who believe that they should have been issued an award when they were not or who believe that they were otherwise not properly awarded may submit an appeal to [Chris Frenz](#), Procurement Director, Division of Contracts and Procurement, Department of Human Services, who will review the appeal and make a final determination, unless the authority for making this determination is otherwise specified by law. The sole remedy for Applicants shall be potential funding depending on the availability of funding. The appeal shall be submitted in writing within five business days after such aggrieved person knows, or should have known, of the facts giving rise thereto.
9. **CORE Registration.** Unless otherwise noted, before the Department can award to any vendor, that vendor must be registered in CORE, which can be completed through the [Vendor Self Service](#) site.
  10. **EFT.** Awarded vendors are encouraged to sign up for EFT transfers.
  11. **Secretary of State Registration.** Before Contract execution, the awarded vendor must be registered to do business in the State of Colorado. If a vendor is a foreign corporation (formed under a statute or common law in a jurisdiction other than Colorado) or other foreign entity transacting business in the State of Colorado, it shall warrant that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process.
  12. **Confidentiality.** Anything submitted by a vendor is likely to become public information. Vendors may submit, as a part of its solicitation response, a written request for classification of certain portions of the response as confidential information. Material for which confidentiality has been requested shall be readily identifiable and separable from other portions of the solicitation to facilitate public inspection of the non-confidential portion of the solicitation response. In no event shall an entire solicitation response be classified as confidential.
  13. **Background Checks.** Pursuant to C.R.S. §27-90-111 and Department policy, any vendor, and its agent(s), who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:
    - submit to and successfully pass a criminal background check, and
    - report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the Department.
  14. **Application Prices.** Estimated prices are not acceptable. Best and final offers may be considered in determining the apparent successful vendor. Applications shall be firm for a period of not less than 180 calendar days from the date of award.

15. **Cancellation.** A solicitation may be cancelled only when there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the state's best interest. An award of a contract under a solicitation may be cancelled, in whole or in part, when the procurement official determines in writing that such action is in the state's best interest.
16. **Costs.** The Department is not liable for any cost incurred by vendors prior to any formal contract, purchase order, or other agreement. No property interest of any nature shall occur until a contract is signed by all concerned parties.
17. **Application Rejection.** The Department may reject an application, waive informalities, and minor irregularities, or accept any portion.
18. **Tax ID.** Any tax identification number provided must be that of the vendor responding to the solicitation. The vendor must be a legal entity with the legal right to contract.
19. **News Releases.** Vendors may not issue any news releases pertaining to this solicitation without the Department's prior written approval.
20. **Taxes.** The Department is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes C.R.S. §39-26-114(a). The Colorado State and Local Sales Tax Exemption Number is 98-02565. When materials are purchased in certain political subdivisions (for example - City of Denver), the vendor may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.
21. **E-Verify.** Vendors must participate in the federal E-Verify program, or the Colorado Department of Labor and Employment Program as required by C.R.S. §8-17.5-101.
22. **Services Outside of Colorado or the United States.** Vendors must disclose services performed outside of Colorado or the United States as required by C.R.S. §24-102-206.
23. **Notice to Nonresident Bidders.** If a nonresident vendor is from a state that provides a bidding preference to vendors from that state, then a comparable percentage disadvantage will be applied to the bid of that nonresident vendor pursuant to C.R.S. §24-103-908. The vendor may obtain additional information from the department of personnel's website.

## I. Exhibit List

Exhibit A - CDHS Personal Services Contract Template (**For Review Only**)

Exhibit B - Budget Template (**Return**)

Exhibit C - Miscellaneous Provisions (**For Review Only**)

Exhibit D - HIPAA Business Associate Agreement (BAA) (**For Review Only**)

Exhibit E - [Recording of August 26, 2021, Pre-Solicitation Conference](#)

Exhibit F - [2020 Behavioral Health Needs Assessment](#)

- [Region 1 Profile](#)
- [Region 2 Profile](#)
- [Region 3 Profile](#)
- [Region 4 Profile](#)
- [Region 5 Profile](#)
- [Region 6 Profile](#)
- [Region 7 Profile](#)

Exhibit G - [Behavioral Health in Colorado: Putting People First \(A Blueprint for Reform\)](#)

Exhibit H - [Senate Bill 19-222: Comprehensive Plan to Strengthen and Expand the Behavioral Health Safety Net System](#)

Exhibit I - [Colorado's Statewide Strategic Plan for Primary Prevention of Substance Abuse: 2019-2024](#)

Exhibit J - [Colorado's Statewide Strategic Plan for Substance Use Disorder Recovery: 2020-2025](#)

Exhibit K - [Maternal Mortality in Colorado 2014-2016](#) (published July 2020)

Exhibit L - [Part One: Prenatal Substance Use and Improving Family Health](#)

Exhibit M - [2021-2025 Colorado Maternal & Child Health Needs Assessment](#)

Exhibit N - [Postpartum Behavioral Health in Colorado \(February 2021\)](#)

Exhibit O - [Colorado Consortium for Prescription Drug Abuse Prevention Grant Writing Assistance Program](#)

## J. Signature Page

The Vendor must complete and submit the Signature Page along with the application.

Vendor Name	
Vendor Address	
Vendor Contact Name	
Vendor Contact Email	
Vendor Contact Phone	
Does the Vendor have any perceived, potential, or apparent conflicts of interest? If so, please disclose them.	
Is the Vendor a Service-Disabled Veteran Owned Small Business pursuant to C.R.S. §24-103-905?	
Is the Vendor currently on any debarred list?	
Name of person authorized to submit this application	
Signature from an authorized individual. Signatures may be physical or electronic as defined by the Uniform Electronic Transactions Act. Some examples of acceptable signatures are DocuSign, Adobe, or scanned physical copies.	



Gunnison-Hinsdale County Department of Health and  
Human Services  
220 N. Pine St., Suite A, Gunnison, CO. 81230  
Ph. 970-641-3244

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### **Project Requirements**

Local funding and in-kind county resources will support the expansion or improvement of local behavioral health treatment programs.

### **Executive Summary**

Gunnison County Department of Health and Human Services (GCDHHS), in collaboration with Gunnison County Juvenile Services, Gunnison Valley Health (GVH) and The Center for Mental Health (CMH) proposes to expand and strengthen the behavioral health safety net system of Gunnison County. The collaborative effort will promote tested and effective programs and strategies that prevent substance abuse and other behavioral health problems, including expanding withdrawal management, augmentation of direct therapy and expansion of outreach and education. This project will support expanding access to withdrawal management by broadening the access and availability in the community to Medication Assisted Therapy (MAT). Funding will also be used to support an onsite school based clinician and DHHS behavioral health clinician who are able to rapidly respond to the needs of community members experiencing stress or crisis. The third prong of the project will be to increase education and outreach in the community by providing community mental health education including suicide awareness/mental health first aid and a full time Family Advocacy and Support Coordinator. Guiding Principles and values for the implementation/expansion of behavioral health services include cultural responsiveness, equity, multigenerational and community engagement. The proposal will be submitted by Gunnison County Department of Health and Human Services in collaboration with Gunnison Valley Health, The Center for Mental Health, and Gunnison County Juvenile Services. Collaborative partners will be providing a dedication of local funding and in-kind resources.  
Primary Contact: Elizabeth Holena: (970)642-4665  
Amount Requested: \$550,222.00

### **Project Description**

1) The proposed project will address limited accessibility of resources, outreach and education based on behavioral health gaps and barriers identified through a Community Health Needs and Needs Assessment (CHNA). The CHNA was completed in the fall of 2019 by Gunnison Valley Health in conjunction with Montrose Memorial Hospital, Delta County Memorial Hospital, Telluride Medical Center and River Valley Family Health Center. Information was sought from a variety of our community members including representatives from healthcare, government, clergy, business, and nonprofit communities, among others. This CHNA identified Behavioral Health as the top health concern for the community,

including substance abuse and suicide. The CHNA reported Gunnison County's identified access to mental health services as an issue. The ratio of population to mental health provider is worse than the state average, and suicide is the 7<sup>th</sup> leading cause of death in the county.

The COVID-19 pandemic has increased demand for behavioral health services and simultaneously made providing behavioral health services more challenging. The uncertainty and economic decline associated with COVID-19 and the public response has increased stress and made it increasingly difficult for vulnerable community members to preserve mental balance. According to the Gunnison County November Business and Community survey, over 58% of business owners say their own mental health has declined since this time last year and 26% reported an increase in alcohol consumption.

Significant barriers to mental health care in Gunnison County identified include limited accessibility to resources, insufficient availability of resources and low social acceptability for seeking mental health resources. Compounded with lack of health insurance, high levels of poverty and longer travel distances to providers, our residents have limited access to behavioral health care.

In addition, there are very limited treatment options available for those struggling with behavioral health issues in Gunnison County. Gunnison County does not have a psychiatric facility or crisis walk in center-the closest one is located in Montrose. There is also no intensive outpatient program or aftercare services and patients often return to the community after brief placements with no transition services and end up back in the Emergency Room or having contact with law enforcement in a matter of days. Steady shortages of mental health professionals restrict the availability of care. Currently, there is a 4-6 week wait list to be seen by a therapist and the community mental health center offers emergency crisis intervention only to new clients in their clinic. The existing mobile crisis team generally responds within 2 hours from time of outreach to the crisis line from an agency in Montrose.

2) To address the identified need in the community, this project will expand the following services to begin January 2022 by priority.

#### Expansion of Direct Services:

- GCDHHS and School Based Clinician: Direct services will be provided to any individual or family accessing, receiving or onsite of Department of Health and Human Services or attending grades k-12 at the Gunnison Watershed School District with two separate clinical positions. With over 3000 community members receiving supportive services through public health and human services programming, and over 2084 school members, both the DHHS office and the community schools serve as a hub for information, assistance and referrals. Increased and on demand access to mental health services at DHHS and within the school system is a vital component to meeting basic needs that includes housing, food security, medical access and emergency services. Adding a school based clinician and imbedding a clinician at DHHS aligns with a community wide approach to addressing mental and behavioral health concerns including the creation of the GVH Behavioral Health Department, Mobile Crisis Clinicians working with Law enforcement, and other collaborative efforts focus on increasing direct services in the community. Addressing all of these

areas is essential in addressing the community behavioral health needs and upstream efforts for long term outcomes. Target: It is anticipated that over 200 clients will receive direct service from the school based clinician/DHHS based clinician/yr.

#### Expansion of Withdrawal Management:

- MAT (Medication Assisted Treatment): MAT is the use of medications, in combination with counseling and behavioral therapies, to provide a “whole-patient” approach to the treatment of substance use disorders. Medications use in MAT are approved by the Food and Drug Administration and MAT programs are clinically driven and tailored to meet each patient’s needs. Currently MAT treatment is offered once a week through GVH. Target: Access hours will increase from days/wk to 3 days/wk, meeting the needs of an additional 100 individuals each year.

#### Education and Outreach:

- ASIST(Applied Suicide Intervention Skills): ASIST is a two-day/ two-trainer workshop designed for members of all caregiving groups ASIST provides those in helping roles to ensure that they are prepared to provide suicide first aid help as part of the care they provide. Target: 1 ASIST training will be provided each year with 12 attendees
- SafeTALK: SafeTALK teaches trainees to recognize when someone is thinking about suicide and connect them to help and support. Target: 2 SafeTALK classes with 12 attendees at each class will be provided each year.
- 4 QPR (Question, Persuade, Refer): QPRs mission is to reduce suicidal behaviors and save lives by providing innovative, practical and proven suicide prevention training. Target: 4 QPR classes will be provided each year, 2 of which will be in Spanish. 12 attendees will be at each class.
- FAST (Family Advocacy Support Team) coordinator: FAST is a community outreach program promoting safe, healthy, and successful families. FAST is designed to provide better services for at risk children and families who need assistance from multiple agencies. 1 FTE coordinator will be hire to work with over 25 families/yr.
- Mental Health First Aid: Mental Health First Aid is a skills-based training course that teaches participants about mental health and substance-use issues. Target: 3 classes will be provided each year with 12 attendees at each class.
- Expansion of suicide prevention and substance use at Western Colorado University. Western Colorado University, located within the City of Gunnison, is home to many of the county’s young adult population. Youth from across the country come to WCU for its small university environment. Of the 16871 residents in the county, approximately one third are between the ages of 18-34, due in large part to WCU’s 3000 students. Education and Outreach would target young adults and would

include life-saving information provided via video, social media, and other targeted channels and media outlets. Target: reaching 15000 students/yr.

3) Understanding that people are rooted in cultures that give their lives meaning, texture and direction will be an integral part of project implementation. Gunnison County Health and Human Services strongly believes that diversity, equity and inclusiveness are essential components of a thriving community. Historically, minority populations in Gunnison County have experienced difficulty accessing services – almost 10% of Gunnison County Residents are of Hispanic origin, but community services are typically offered and advertised in English only. This often leads to a reduction in services for this community, resulting in negative physical and behavioral health outcomes. As part of our effort to expand equity and inclusion, we aim to better serve minority populations in the community by utilizing more equitable hiring practices and providing resources and professional support and direct services across various languages and mediums. For example, numerous medical translators were recently trained and certified to provide services for GVH and other local medical clinics.

### **Service area**

1) This project will cover the entire County of Gunnison, half of which is in the HTC census tract 9639 and the other half being in census tract 9636. Gunnison County's geographical area is composed of 3,260 square miles. It is the fifth large county in Colorado, extending vast areas of the Rocky Mountains and isolated rural towns such as Gunnison, Marble, Ohio City, Pitkin, and Crested Butte.

2) Populations across the lifespan will be served. Onsite at Department of Health and Human Services families involved with Women Infant Children, Family Nurse Partnership, SNAP, Medicaid/Medicare, Aid to the Needy and Disabled, Colorado Works, Old Age Pension, Child Protective Services, Adult Protective Services, Aging and Disability services, Family, LEAP and any individual/family in need of services. Target populations for community education will include government and non-government organizations, faith-based organizations, GVH and the extended medical community behavioral health providers. Target population for the school based clinician include all school age children/youth and their families.

### **Quality assurance**

1) Each lead entity will identify and establish specific, measurable, achievable, and relevant and time bound deliverables. Quality assurance plans to monitor project performance will include monthly evaluation of deliverables. Evaluations will be used for all trainings, specifically capturing if learning objectives were met, if deliverance was effective, if subject knowledge increased, comfort level of attendees to talk about mental health, and how individuals located the class.

2) Project leaders from each partner organization will report on workplan deliverables to the Project Manager, with a quality check in meeting every 6 months. Quality and success of the project will also be measured using ClearPoint, a comprehensive data base that includes outcome indicators, data sources and frequency of data collection used by Gunnison County.

### **Organizational capacity**

1) Elizabeth Holena: Project manager-responsible for disbursements of funds, monthly reports, QA assurance and contractual monitoring.

2) The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide culturally-competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. Gunnison County is one of the hosts to the Gunnison County Community Health Coalition; a collaboration that focuses on meeting the health and wellness needs of all residents. Gunnison County DHHS has for the past five years worked collaborative with HCGV on access to health care services and social determinants of health. DHHS has historically served as a “hub” for individuals experiences insecurities in food, shelter, health care and other basic needs and has positioned itself within the behavioral health networks to assure access to care for those receiving health and human services. DHHS also services as the Regional Accountable Entity for the community, utilizing the social determinants of health to provide care coordination for individual in need of behavioral health services.

3) Partnering agencies include the following:

**Gunnison Valley Health:** Gunnison Valley Health is the sole community-owned health system for Gunnison County and the surrounding areas. Gunnison Valley Health provides comprehensive spectrum of care for the varied health requirements of our community members throughout every state of their lives. In addition, GVH utilizes the social determinants of health in many departments to assess for any unmet needs. GVH will be responsible for implementing and monitoring of school/DHHS based clinician and expansion of MAT services.

**Gunnison County Juvenile Services:** The mission of the Juvenile Services Department is to provide information, prevention and intervention services to youth and their families so they can become healthy, responsible and productively involved in their communities. Juvenile Services will be responsible for coordinating expansion of outreach activities and the supervision of FAST coordinator

**The Center for Mental Health (CMH):** CMH provides behavioral health services in the community focusing on mental wellness, mental health integration, and recovery from substance use disorder. CMH is responsible for implementing and monitoring expansion of Mental Health First Aid classes as well as an expansion of suicide prevention and substance use education targeting young adults at Western Colorado University.

4) Gunnison County uses a standard contract for working with partners. This process will be used to rapidly distribute grant money into the community. Project monitoring will be done by the Project Manager through regular check ins.

### **Sustainability plan**

Beyond the grant year, services initiated with this grant funding will be sustained by continued collaborative efforts to identify county, state, Federal or private funding. Through the Gunnison County Community Health Coalition, members will identify opportunities for cost sharing and capacity building within agencies. In addition, GVH is currently in the process of implementing a billing system for behavioral health services.

**Additional requirements**

Rural/Frontier County: Located thirty miles west of the Continental Divide and surrounded by mountains, Gunnison County is the fifth largest county by area (3,239 square miles) in the state of Colorado. With a population under 17,000, there are fewer than 5 people per square mile. The largest city in this frontier county is the City of Gunnison, which is over 65 miles and two mountain passes from any city with a population of over 25,000 people. 1 With three grocery stores and just two pharmacies, the lives of Gunnison County residents constantly intersect. Your neighbor is your physician, whose wife is your son's school teacher, whose daughter is dating the pharmacist, whose father is your employer, whose sister is the only psychiatrist who is treating your husband for substance use disorder. The paradox of this and other sparsely-populated rural communities is that while anonymity is non-existent, isolation is pervasive.

Community input and local planning: Community input and local planning efforts demonstrated significant behavioral health needs identified above, including limited accessibility to resources, insufficient availability of resources, lack of health insurance, longer travel distance to providers and limited treatment options. Input and planning has been a collaboration of community members and members of various subgroups of the Gunnison County Community Health Coalition, including the Health and Wellness group, Basic Needs subcommittee and the Youth subcommittee. Other participants in planning include Gunnison HHS, the GVH System (EMS), Hospital, Long-Term Care, Primary Care, and Health Foundation), CMH, GVFP, GCSAPP, Six Points, Tri County Health regional contact, Red Cross, private behavioral health providers, CBSOM, Project Hope, and Veteran Services. An additional local planning effort includes a monthly meeting with all local Law Enforcement Agencies, GVH and DHHS to discuss behavioral health needs of community members. Gunnison County Community Health Coalition is also in the process of completing a behavioral health gaps and needs analysis and will be available in December 2021.



**STATE OF COLORADO  
DEPARTMENT OF HUMAN SERVICES CONTRACT**

**SIGNATURE AND COVER PAGES**

<p><b>State Agency</b> Colorado Department of Human Services Insert Office Insert Division</p>	<p><b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc... Contractor's State of Incorporation: Insert State</p>
<p><b>Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00 Extension Terms Edit/delete this section as needed, or put "None" State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Maximum Amount for All Fiscal Years \$0.00</p>	<p><b>Contract Performance Beginning Date</b> The later of the Effective Date or Month Day, Year</p> <p><b>Initial Contract Expiration Date</b> Month Day, Year</p> <p>Except as stated in <b>§2.D</b>, the total duration of this Contract, including the exercise of any options to extend, shall not exceed Insert Contract's Maximum Amount of Years or Months as required by solicitation, or otherwise <b>Years</b> from its Performance Beginning Date.</p>
<p><b>Pricing/Funding</b> Price Structure: Choose an item. Contractor shall invoice: Choose an item. Fund Source: Insert name of funding source, whether it's state general funds, cash, Federal Program / Grant and Funds ID#, if none, put NA</p>	<p><b>Options</b> The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Choose an item. Option to Increase or Decrease Maximum Amount per §5.B.v: Choose an item.</p>
<p><b>Insurance</b> Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10:  Worker's Compensation: Yes General Liability: Yes Automobile Liability: Choose an item. Protected Information: Choose an item. Professional Liability Insurance: Choose an item. Crime Insurance: Choose an item.</p>	<p><b>Miscellaneous</b> Authority to enter into this Contract exists in: Insert statutory and/or other legal authority here. Law-Specified Vendor Statute (if any): Insert Statute, otherwise put NA Procurement Method: Choose an item. Solicitation Number (if any): Insert Solicitation #, otherwise put NA</p>
<p><b>State Representative</b> Insert State Representative Name, Title, Department, Address, Phone, and Email</p>	<p><b>Contractor Representative</b> Insert Contractor Representative Name, Title, Address, Phone, and Email</p>

**Exhibits**

The following Exhibits are attached and incorporated into this Contract:  
List Exhibits here

**Contract Purpose**

Insert brief description of the purpose of the Contract

**Signature Page begins on next page →**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: center;">Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...</p>  <p>_____</p> <p style="text-align: center;">By: Name &amp; Title of Person Signing for Contractor</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p>  <p>_____</p> <p style="text-align: center;">By: Name &amp; Title of Person Signing for CDHS</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">2nd State or Contractor Signature if Needed</p>  <p>_____</p> <p style="text-align: center;">By: Name &amp; Title of Person Signing for Signatory</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b></p> <p style="text-align: center;">Philip J. Weiser, Attorney General</p>  <p>By: _____</p> <p style="text-align: center;">Assistant Attorney General</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">Andrea Eurich / Janet Miks</p> <p style="text-align: center;">Effective Date: _____</p>	

-- Signature and Cover Pages End --

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**1. PARTIES**

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.

**2. TERM AND EFFECTIVE DATE**

**A. Effective Date**

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

**B. Initial Term**

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

**C. Extension Terms - State’s Option**

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the

performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 “Sample Option Letter.” The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

**D. End of Term Extension**

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

**E. Early Termination in the Public Interest**

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly

attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- H. **“End of Term Extension”** means the time period defined in §2.D.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..
- K. **“Extension Term”** means the time period defined in §2.C.

- L. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- N. **“Initial Term”** means the time period defined in §2.B.
- O. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- P. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- R. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- S. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- T. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the

right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- U. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Z. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- AA. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

**4. STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

**5. PAYMENTS TO CONTRACTOR**

**A. Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

**B. Payment Procedures**

**i. Invoices and Payment**

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day’s interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State’s review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State’s obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State’s liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 “Sample Option Letter.” Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

**6. REPORTING - NOTIFICATION**

**A. Quarterly Reports.**

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

**B. Litigation Reporting**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor’s ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State’s principal representative identified on the Signature and Cover Pages as provided in §15.

**C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.**

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor’s decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

**7. CONTRACTOR RECORDS**

**A. Maintenance**

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the “Contractor Records”). Contractor Records shall include all documents, records, communications, notes and other materials maintained by

Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the “Record Retention Period”).

**B. Inspection**

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

The State, in its discretion, may monitor Contractor’s performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor’s performance in a manner that does not unduly interfere with Contractor’s performance of the Work.

**D. Final Audit Report**

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor’s records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

**A. Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State’s principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

**C. Use, Security, and Retention**

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

**E. Data Protection and Handling**

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

**F. Safeguarding PII**

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate

technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

## 9. CONFLICTS OF INTEREST

### A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

### B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor’s obligations under this Contract.

### C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

### D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

## 10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

### A. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

### B. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**C. Protected Information**

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

**D. Professional Liability Insurance**

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**E. Crime Insurance**

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**F. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

**G. Primacy of Coverage**

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

**H. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within 7 days of Contractor's receipt of such notice.

**I. Subrogation Waiver**

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of

recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**J. Public Entities**

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

**K. Certificates**

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

**11. BREACH OF CONTRACT**

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

**12. REMEDIES**

**A. State's Remedies**

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in

accordance with the State’s directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor’s actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

**B. Contractor’s Remedies**

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13, shall have all remedies available at law and equity.

**13. STATE’S RIGHT OF REMOVAL**

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor’s employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State’s best interest.

**14. DISPUTE RESOLUTION**

**A. Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

**B. Resolution of Controversies**

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate,

under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## **15. NOTICES AND REPRESENTATIVES**

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

## **16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

### **A. Work Product**

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

#### **i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

#### **ii. Patents**

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

**B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

**C. Exclusive Property of Contractor**

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

**17. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State’s contract management system (“Contract Management System” or “CMS”). Contractor’s performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

**18. GENERAL PROVISIONS**

**A. Assignment**

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor’s rights and obligations approved by the State shall be subject to the provisions of this Contract

**B. Subcontracts**

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

**C. Binding Effect**

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

**D. Authority**

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

**E. Captions and References**

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract 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.

**F. Counterparts**

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**G. Entire Understanding**

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

**H. Digital Signatures**

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

**I. Modification**

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and

approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

**J. Statutes, Regulations, Fiscal Rules, and Other Authority.**

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

**K. Order of Precedence**

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Colorado Special Provisions in §19 of the main body of this Contract.
- iii. The provisions of the other sections of the main body of this Contract.
- iv. Any other Exhibit(s) shall take precedence in alphabetical order.

**L. External Terms and Conditions**

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

**M. Severability**

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

**N. Survival of Certain Contract Terms**

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

**O. Taxes**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

**P. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

**Q. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**R. CORA Disclosure**

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

**S. Standard and Manner of Performance**

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

**T. Licenses, Permits, and Other Authorizations.**

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

**U. Indemnification**

**i. Applicability**

This entire §18.U does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

**ii. General Indemnification**

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

**iii. Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any

act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited

to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., CDHS may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.**

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101 et seq., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

**20. DEPARTMENT OF HUMAN SERVICES PROVISIONS**

**A. Exclusion, Debarment and/or Suspension**

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the

term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

**B. Emergency Planning**

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State’s Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State’s Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

**C. Restrictions on Public Benefits**

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

**D. Discrimination**

Contractor shall not:

- i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

**E. Criminal Background Check**

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

**F. Fraud Policy**

Contractor shall comply with the current CDHS Fraud Policy.

**G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)**

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

**21. SAMPLE OPTION LETTER (IF APPLICABLE)**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b>	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option
Initial Term State Fiscal Year 20xx \$0.00	<b>Contract Performance Beginning Date</b> Month Day, Year
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00	
Total for All State Fiscal Years \$0.00	<b>Current Contract Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

**2. REQUIRED PROVISIONS:**

**A. For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

**B. For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

**C. For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

**D. For use with Option 1E:** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

**E. For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p><b>STATE OF COLORADO</b>                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <p><u>SAMPLE ONLY – DO NOT SIGN</u>                  By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b></p> <p><u>SAMPLE ONLY – DO NOT SIGN</u>                  Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>
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<b>Total Depreciation/Amortization</b>				<b>0.00</b>
<b>Professional Fees</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from OBH</b>
				0.00
				0.00
				0.00
				0.00
				0.00
<b>Total Professional Fees</b>				<b>0.00</b>
<b>TOTAL DIRECT COSTS (TDC)</b>				<b>247,731.00</b>
<b>Less: Expenses per OMB 2CFR § 200</b>				
			Subcontracts in excess of \$25,000	0.00
			Rent	0.00
			Equipment	0.00
			Other Unallowable Expenses	0.00
<b>Total Expenses per OMB 2CFR § 200</b>				<b>0.00</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>				<b>247,731.00</b>
<b>Indirect Costs</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>	<b>Percentage</b>	<b>Total Amount Requested from OBH</b>	
Drop Down Box	<i>Describe what the cost includes and the use of allowance</i>			
Indirect Costs	Financial Management	10%	24,773.10	
<b>Total Indirect</b>			<b>24,773.00</b>	
<b>Total Amount Requested</b>				<b>272,504.00</b>
<b>Matching Funds</b>				<b>Annual Budget</b>
<b>Matching Funds</b>				
Non-Governmental Contracts				0.00
Other State Revenue/Accrual				0.00
Federal Grant Funds/Accrual				0.00
Local Funds-Match				30,000.00
Private Grant Funds/Accrual				10,000.00
Public Support				0.00
Private Support				0.00
In-Kind Donations				11,000.00
In-Kind County Resources				26,967.00
Local Funds/Accrual				0.00
Other Funds (Specify below)				0.00
				0.00
<b>Total Match</b>				<b>77,967.00</b>
<b>Total Budget Request (Requested Amount &amp; Match)</b>				<b>350,471.00</b>

The Parties may mutually agree, in writing, to modify the Budget administratively using an OBH Budget Reallocation form

## Exhibit C Miscellaneous Provisions

### I. General Provisions and Requirements

#### A. Finance and Data Protocols

The Contractor shall comply with the Office of Behavioral Health's (OBH) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

#### B. Print and Marketing Materials

When the Contractor publishes newsletters, consumer pamphlets, or other publications where financial contributors/funders are noted, the State shall be listed as funder. Contractor shall include the current Colorado Department of Human Services logo on any visual marketing materials that advertise programs funded by this Contract.

#### C. Option Letter

For contracts using only State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B, "Budget,"** based upon a cost of living adjustment for the Substance Use Treatment and Prevention lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 23, **"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

#### D. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to OBH eliminating funding to that specific program and/or budget line item.

#### E. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the OBH Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the OBH Contracts Unit at least five business days prior to the layoffs.

#### F. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (<http://www.colorado.gov/ladders>) as needed and/or as required by rule to submit applications for OBH licensing and designation, keep current all provider directory details, update daily bed counts (as applicable), and submit policies and procedures.

#### G. Contract Contact Procedure

The Contractor shall submit all requests for OBH interpretation of this Contract or for amendments to this Contract to the OBH Contract Manager.

- H. The Contractor shall comply with all the provisions and requirements of RFA #: RFP IHJA 2022000092.

## **II. Additional Remedies**

### **A. Duty to Act in Good Faith**

The Contractor shall comply with all the provisions of this contract and its amendments, if any, and shall act in good faith in the performance of the requirements of said contract. The Contractor agrees that failure to act in good faith in the performance with said requirements may result in the assessment of remedial actions, liquidated damages and/or termination of the contract in whole or in part and/or other actions by the State as allowed by law as set forth in this contract.

### **B. Corrective Action**

The State will notify the Contractor of non-compliance and subsequently, after consultation with the Contractor, will establish a schedule for the Contractor to cure non-compliance. The Contractor shall be responsible for the submission of a plan of corrective action in accordance with said schedule. If full compliance is not achieved, or a plan of action for correction is not submitted and approved by the State within the scheduled time frame, the State may exercise remedies specified in the General Provisions "Remedies" section of this Contract. If the State determines that the Contractor continues to be out of compliance with the Contract, the State may exercise liquidated damages herein.

### **C. Liquidated Damages.**

If an extension of time is not granted by the State, and the required performance associated with this contract is not received from the Contractor then liquidated damages of \$300 a day will be assessed and may be permanently withheld from payments due to the Contractor for each day that performance is late. The parties agree that incomplete or incorrect performance shall also be cause for "late performance." The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to the State at law or equity for Contractor breach.

## **III. Audit Requirements**

### **A. Independent Audit Requirements**

1. "Independent financial audit" shall be defined as follows— a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time

or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.

2. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and Auditing Guidelines" for Colorado Department of Human Services, Office of Behavioral Health (OBH), found on the OBH website.
3. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

#### B. Annual Single Audit

1. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507, the provisions for which are outlined in **Exhibit E, "Supplemental Provisions for Federal Awards."**

### IV. Financial Requirements

#### A. Funding Sources

1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."**
2. If a Single Audit is performed in accordance with Section III.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

#### B. Unit Cost Report

1. Contractor and all sub-contractors providing behavioral health treatment and recovery services shall complete and submit a unit cost report in accordance with the accounting and auditing guidelines by November 30th each year.

#### C. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by OBH, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

#### D. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by OBH.
3. All payment requests shall be submitted electronically to OBHpayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by OBH.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to OBHpayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

## Exhibit D - HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

### 1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

### 2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.
  - i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.

- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
  - ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
    - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
    - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
  - iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
  - i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
  - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
  - i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
  - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
  - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such

system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
  - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
  - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
  - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
    - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
    - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
  - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
  - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
  - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- o. Business Associate's Insurance and Notification Costs.
  - i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
    - A. loss of PHI data;
    - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
    - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
  - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
  - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
  - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- p. Subcontractors and Breaches.
  - i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
  - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- q. Data Ownership.
  - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
  - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

#### 4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
  - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
  - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

#### 5. TERMINATION

- a. Breach.
  - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
  - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
  - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
  - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
  - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of

Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## 6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

## 7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

## 8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

## 9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

## 10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
  - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
  - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain

written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
  - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
  - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

## 11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

## 12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

## 13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

# APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

## 1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

## 2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
  - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
  - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
  - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
  - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
  - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
  - i. Reserved.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Grant Award; NextFifty Initiative; Aging Resource

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**Action Requested:** County Manager Signature

**Parties to the Agreement:** NextFifty

**Term Begins:** 01/01/2022

**Term Ends:**

**Grant Contract #:**

**Summary:**

Funding to support part time position to work with older adults, providing information, assistance and referrals.

**Fiscal Impact:** 24683

**Submitted by:** Elizabeth Holena

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 11/4/2021

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**County Attorney Review:**

Required

Not Required

Comments:

While not ideal, indemnity provision may be unenforceable under CO law; therefore, this can be accepted as legally sufficient. MRH.

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/8/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/16/2021

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## 2021 Flexible Support NextFifty Initiative Expenditure Responsibility Grant Application

### Before You Begin

## NextFifty Initiative<sup>®</sup> Online Application Before You Begin

### Things to remember when completing your Expenditure Responsibility Flexible Support application:

- **Save your application often.** The system will time out after 30 minutes of inactivity, and unsaved data will be lost.
  - Save by clicking the "Save & Finish Later" button. Resume editing by selecting the Application from your Account page.
  - Consider also saving your application content offline.
- **Language Matters.** NextFifty Initiative is intentional in the words used when talking about aging and efforts to combat age discrimination. Grant applications should exhibit the Reframing Aging [principles](#). Increase participation in this movement by visiting [Changing the Narrative](#).
- Have someone unfamiliar with your organization/program read your application for clarity, thoroughness, and cohesiveness before you submit; e.g. Does the application make sense to someone unfamiliar with your organization/program?
- **Late submissions will NOT be accepted** regardless of the reason (e.g., computer issues, power outage, Internet connectivity problems, etc.). Plan to fill out and **submit** before the deadline. In-process applications will be locked on **July 16, 2021, at 5:00 PM MDT** and incomplete applications will not be considered.
- Once your application is submitted, it is final, and you will not be able to make changes or additions.
- Please limit bullets and formatting in your application.
- When **uploading attachments**, browse to the file on your computer to select the desired document and click on the "Upload" button to attach your document. Only one file can be attached in each attachment field. (Verify that attachments are not password protected).

### Attachment check-list:

- Upload all of the required and any optional attachments before submitting your application. **Applications without all required documentation will be considered incomplete.**
  - IRS determination letter – required for all 501(c)(3), 501(c)(4), and 501(c)(6) organizations
  - Non-discrimination Policy
  - Current list of Board of Directors/Trustees – required for all 501(c)(3), 501(c)(4), and 501(c)(6) organizations
  - Geographical Area Served Information (if applicable)
  - Organization's Current Operating Budget
  - Project Budget – This budget must be captured in our **current** budget template which can be downloaded from the Resources section on our [website](#)
  - Most recent Audited Financials *no older than 6/30/19* **required** for requests over \$25,000. Nonprofits that have not yet completed a year of operation or have not yet completed an external audit will be limited to funding requests of \$25,000 or less.
  - External Financial Review or Compilation, Nonprofit organizations with an annual operating budget of \$250,000 or less are eligible to request more than \$25,000 with a **required** external Financial Review or Compilation in lieu of an audit.
  - Current Statement of Financial Position (Balance Sheet) *Must be dated within 90 days of application*
  - Current Statement of Activities, (Fiscal year to date Profit & Loss Statement) *Must be dated within 90 days of application*

- o Previous Fiscal Year’s Statement of Activities, full-year (Profit & Loss Statement)
- o Complete Form 990, including Schedule B – required for all 501(c)(3), 501(c)(4), and 501(c)(6) organizations and *not older than 6/30/2019*.
- o Additional Information – you may submit any additional documentation you would like NextFifty Initiative to know about your request or organization

## What happens after the application is submitted?

- Remember - **late submissions will NOT be accepted** regardless of the reason (e.g. computer issues, power outage, Internet connectivity issues, etc.). Plan to fill out and **submit** before the deadline. In-process applications will be locked on **July 16, 2021, at 5:00 PM MDT**.
- Once your application is submitted it is final, and you will not be able to make any changes or additions.
- After submitting your application, you will receive an email indicating the success of your submission. Save this email as it will contain the application number, a link to your account, and other important information.
- If necessary, someone from NextFifty Initiative may contact you to request additional information.
- Grant awards will be announced in late-October 2021.

## Organization Infrastructure

### Organization Information

**Organization Name**

Gunnison County Department of Health and Human Services

**Legal Name**

if using a DBA, please enter Organization's legal name here.

**Mailing Address**

220 North Pine Street

City	State	Postal Code
Gunnison	CO	81230

**Primary Phone**

9706424665

**Website**

[www.gunnisoncounty.org](http://www.gunnisoncounty.org)

**E-Mail Address**

[elizabeth.holena@state.co.us](mailto:elizabeth.holena@state.co.us)

**County**

Gunnison

**Tax ID**

84-6000770

Tax Status	Year Founded
Government Entity	1972

**Mission Statement / Purpose of Organization**

The mission of Gunnison Department of Health and Human Services (HHS) is to provide culturally competent advocacy, prevention, protection, and support services to families of Gunnison and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community.

#### IRS Determination Letter

**Required** for 501(c)(3), 501(c)(4), and 501(c)(6) organizations. ID in letter must match applying organization's Tax ID number.

#### Non-discrimination Policy

[personnel\\_policies.final.11.16.10\\_201402271120157972.pdf](#)

## Request Narrative

### General Information

#### Request Title

Aging Resource Office Specialist

#### Amount Requested

Click on information icon above to learn more about requirements for requests over \$25,000

24682

#### NextFifty Initiative Staff Member Name

Please enter the first and last name of the staff person with whom you spoke about this request of \$250,000 or more. Enter N/A if not applicable.

Lisa Sullivan

### Request Details

#### Experience with Older Adults

Please describe the organization's experience working with older adults or the organization's interest in beginning to work with older adults.

The Aging Resource Office and its personnel have experience working with older adults and adults with disabilities in multiple capacities for a combined 20 years. The office has been serving the community since 2002 and is a trusted source for aging related to information, assistance and help in navigating complex systems of public and private insurances, social security, housing, and other resources. Key staff include Geri Howard, Options Counselor and Regional Accountable Entity Coordinator who has been working diligently with older adults for 15 years. Andrea Pennington, part time Senior Resource specialist, also focuses on Regional Accountable Entity work along with previous work assisting individuals in enrolling in Health First Colorado. Erin Ryan is our part time Adult Protection Caseworker. This manager has been working with older adults for over 5 year and is SHIP certified enrollment in Medicare. The Aging Resource Office is also in a unique position to improve access to services for rural older adults. As an integrated Health and Human Services, the Aging Resource Office of the Gunnison Valley has a broad scope of participation in the community engaging with older adults and local organizations. The agency hosts and facilitates several committees designed to focus on the needs of the community's most vulnerable, including older adults, minority populations and families living in poverty. The collaborative groups of the Health Coalition and Basic Needs committee includes nonprofits, governmental and faith based organizations, Gunnison County Food Pantry, Hispanic Affairs Project, Gunnison County Library District, Region 10, Immigrantes Unidos, local Law enforcement agencies and the Community Center Board. This group provides space and time to to share experiences and problem solve insecurities around shelter, food and other basic needs, targeting low income older adults. With this current network, our organization can easily improve access to services for our target population with community mapping and working together to determine which outreach and enrollment strategies will best fit our community.

## Goals

What are your organization's or program's goals related to improving the lives of older adults?

The mission of the Gunnison County Department of Health and Human Services is to provide culturally competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community. The Aging Resource Office specifically has been the lead organization in both Gunnison and Hinsdale County striving to make our valleys more livable for our older adults. Our organization continues to focus on meeting the most basic needs of our low income rural older adults experiencing hardship due to physical or cognitive decline, mistreatment, housing and food insecurities, mental health, financial insecurities, medical needs, brain injuries and more. The office has done this through creatively and collaboratively working with community members and providers to assist individuals in aging safely and independently in their own home, leveraging existing community resources to do so.

## Request Description

Please describe the organization's need for funds and explain how the requested funds will be used to achieve the goals stated above.

The Gunnison Valley continues to struggle to meet the demands and needs of the rural older adult community. Our aging services have limited sources of funding to provide assistance, information and referrals for low income older adults. Many of our communities older adults and adults living with disabilities continue to be underserved and under represented with limited access to available core community programs and resources. Our rural isolated older adults are suffering. Due to a skeleton team we are not able to readily meet the incoming requests for information and assistance and needs are often going unmet due to a backlog of requests. We have limited outreach activities, particularly in areas such as Marble and Somerset, an approximate 3 hour drive. When our team is able to assist, there is limited follow up conversations and activities to ensure that individuals are connected with appropriate services and that applications are successfully completed and submitted. Enrollment appointments, when there is capacity, are limited to brief interactions in our office setting. Requested funding will provide part time staffing to meet directly, by phone or other creative ways with older adults to provide information, assistance and referrals. The Aging Resource Office will utilize this funding and research identified from the Perry Udem Research/Communication survey to find, reach out to and enroll older rural living adults in services and provide connection to community resources. Barriers to participation in core programs often include lack of awareness of programs, not knowing where to begin to apply, assuming the application process is tedious and believing other people need help more. The Aging Resource Office will focus on locations that older adults get the news, along with identified most trusted sources for information, including local TV news, local newspapers, internet, Medicare and Social Security Offices, Medical provider offices and our local aging agencies. Other vehicles for outreach will include targeting adult children, Facebook and local religious affiliated congregations. Messages that focus on help for people on fixed incomes, preventative nature of healthy food for illness, savings with prescription drug plans to develop a link between the concept and getting help. Including this, Rocky Mountain Health Plans Regional Accountable Entity will integrate Aging Resources counseling for all referrals on Medicaid who are 55 and older.

## Population Served

1. Tell us about the older adult population(s) the organization serves or intends to serve
2. Detail any demographic and geographic information, age, and vulnerable population description
3. Describe the organization's connection to the stated population(s)

The geographic areas covered by The Aging Resource Office include both Gunnison and Hinsdale County. Gunnison County's geographical area is composed of 3,260 square miles. It is the fifth largest county in Colorado, extending into vast areas of the Rocky Mountains and isolated rural towns such as Marble, Somerset, Ohio City, Pitkin, and Crested Butte. Hinsdale County is also considered one of the most remote counties in Colorado and is provided human service programming through Gunnison DHHS.

The Aging Resource Office will invest in person-focused methods to target and serve rural older adults. Outreach will be conducted in Marble, Pitkin, Ohio City and Crested Butte, expanding capabilities to include having medical professionals be aware of the Aging Resource Office of the Gunnison Valley. Aging Resource Specialists satellite stations will be positioned on a scheduled basis in remote locations and other places such as public housing, grocery stores and laundromats. An additional method to increase access to services will be to provide transportation to our office or

provide home based visits to address social isolation, providing screening services in seniors' homes in rural areas that lack internet services. We will also use images and messages that reflect our clientele, such as messaging geared towards independence and reflections of lived experiences. The Aging Resources Office will also identify and empower community champions, as well as provide benefit education and awareness across generations with the intent of dispelling myths and destigmatizing benefits.

#### Geographical Area Served

Please indicate the county(ies) served by your organization.

Colorado-Gunnison (90%)

Colorado-Hinsdale (10%)

#### Additional Geographical Area Served Information

If your Organization serves more than six geographical areas, please upload a document indicating all the Counties and their corresponding percentages served by your Project.

## Financial

### Financial Information

Fiscal Year End Date	Organization's Annual Budget
12/31/2020	6435868

#### Organization's Operating Budget

Upload current operating budget

[operating\\_budget.pdf](#)

#### Project Budget

Please download and complete the **required** Project Budget Template [HERE](#) and upload completed document.

[NFI-project-budget-template FlexSup.xlsx](#)

#### Complete Form 990

Please submit most recent Complete Form 990, including Schedule B, no older than 6/30/2019. **Required** for all 501(c)(3), 501(c)(4), and 501(c)(6) organizations.

#### Current Statement of Financial Position (Balance Sheet)

Must be dated within 90 days of application

[DHHS YTD 06.21.pdf](#)

#### Current Statement of Activities, year to date (Profit & Loss Statement)

Must be dated within 90 days of application

[DHHS YTD 06.21 VER 1.pdf](#)

#### Previous year's Statement of Activities, full-year (Profit & Loss Statement)

[DHHS YTD 06.21 VER 2.pdf](#)

#### Most recent Audited Financials - no older than 6/30/19.

**Required** for requests over \$25,000 and an operating budget greater than \$250,000. Nonprofits which have not yet completed a year of operation or have not completed an external annual audit, are limited to funding requests of \$25,000 or less.

[2020 Gunnison County Comprehensive Annual Financial Report - Year #1.pdf](#)

#### External Financial Review or Compilation - no older than 6/30/19

Nonprofit organizations with an annual operating budget of \$250,000 or less are eligible to request more than \$25,000 with a required external Financial Review or Compilation in lieu of an audit.

### Contacts

Request Primary Contact (person responsible for grant communications and reporting)

First Name ELIZABETH	Middle Initial	Last Name HOLENA	Suffix
Job Title Manager			
Office Phone 970-642-4665	Extension	E-mail <a href="mailto:elizabeth.holena@state.co.us">elizabeth.holena@state.co.us</a>	

Organization Primary Contact

First Name ELIZABETH	Middle Initial	Last Name HOLENA	Suffix
Job Title Manager			
Office Phone 970-642-4665	Extension	E-mail <a href="mailto:elizabeth.holena@state.co.us">elizabeth.holena@state.co.us</a>	

Board of Directors/Trustees

Upload a Current List of Board Members and their affiliations  
**Required** for all 501(c)(3), 501(c)(4) and 501(c)(6) organizations.  
[County Commissioners.pdf](#)

### Additional Information

Additional Information

**If applicable, please submit any additional supporting documentation you would like NextFifty Initiative to know about your Request or organization below.**

Supporting Documentation

Supporting Documentation

Supporting Documentation

Supporting Documentation

NextFifty Initiative Grant Application			
Budget			
Organization Name: Gunnison County Health and Human Services			
	NextFifty Initiative Funding	Other Funding	Total
<b>Income</b>			
NextFifty Initiative Grant	\$ 21,682	\$ -	\$ 21,682
Contributions - Individual	-	-	-
Contributions - Foundation	-	-	-
Contributions - Corporate	-	-	-
Matching Grants	-	-	-
Program Fees	-	-	-
Funded by grantee organization	-	-	-
<i>In-kind Contributions</i>	-	3,000	3,000
Other (enter description)	-	-	-
<b>Total Income</b>	21,682	3,000	<b>24,682</b>
<b>Expenses (Direct)</b>			
Salaries	20,382	-	20,382
Benefits	-	-	-
Travel & Lodging	300	-	300
Food & Catering	-	-	-
Convening	-	-	-
Community Outreach	1,000	-	1,000
Workshops	-	-	-
<i>In-kind Expenses</i>	-	3,000	3,000
Other (enter description)	-	-	-
Other (enter description)	-	-	-
Other (enter description)	-	-	-
Other (enter description)	-	-	-
Other (enter description)	-	-	-
Other (enter description)	-	-	-
Other (enter description)	-	-	-
Other (enter description)	-	-	-
<b>Total Expenses (Direct)</b>	21,682	3,000	<b>4,300</b>
<b>Indirect Expenses</b>			
Indirect Expenses (must explain in budget narrative)	-	-	-
<b>Total Indirect Expenses</b>	-	-	-
<b>Total Expenses</b>	21,682	3,000	<b>24,682</b>
<b>Net Activity</b>	(0)	-	<b>(0)</b>



INITIATIVE

October 26, 2021

Elizabeth Holena  
Gunnison County Department of Health and Human Services  
220 North Pine Street  
Gunnison, CO 81230

Dear Elizabeth,

Congratulations! NextFifty Initiative has reviewed the application you submitted for "Aging Resource Office Specialist" and we are excited to work with you as your organization aims to positively change the landscape of aging!

Based on the information provided and the availability of funds, we will fund your request at \$21,682.00 (specific details of your award are outlined in the enclosed Grant Agreement). NextFifty Initiative staff member Susan Hill is your Program Officer and will work with you on this award. Please direct all questions about the grant to this individual.

All funds awarded are contingent on fulfillment of Conditions of the Grant Award. These conditions are listed in the enclosed agreement. Please read this agreement thoroughly. Also enclosed is an ACH Payment form. Complete, sign, and date the documents and return them to NextFifty Initiative via DocuSign **no later than November 29, 2021. Failure to return the executed documents to NextFifty Initiative by November 29, 2021, may result in the forfeiture of your grant.** Funds will not be released until the documents are signed and returned by the aforementioned date. A copy of the fully executed agreement will be sent to you via DocuSign. Should you have any questions, please contact your Program Officer.

If something occurs to delay implementation or progress of the grant or to alter the goals, intended use of funds, or request primary contact identified in the grant application, please contact your Program Officer as soon as possible.

Your grant award provides a great opportunity to promote the work you are doing with and for older adults! When sharing news about your grant award, we request that you specifically note that funding was made available by NextFifty Initiative. Please do not release any announcements or promotional materials until you have received your copy of the fully executed grant agreement and communication toolkit. The toolkit includes resources to make it easier to share this news with your community.

Additionally, we recognize that stories are an effective method of expressing the impact of the work you do. If you have a compelling story that relates to your work or to this project, please share with us as we would be honored to hear about it. We may feature some of these stories on our website and in other communications.

We are thankful for the work you are doing and are excited for this opportunity to collaborate in improving the future of aging.

Sincerely,

A handwritten signature in black ink that reads "Diana McFail". The signature is written in a cursive, flowing style.

Diana McFail  
President and CEO

Enclosure

## **GRANT AGREEMENT**

This GRANT AGREEMENT (the "Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_ 2021) by NextFifty Initiative, a Colorado nonprofit corporation ("NFI"), and Gunnison County Department of Health and Human Services ("Grantee").

NFI agrees to issue, and Grantee agrees to accept, a grant in the amount of \$21,682.00 (the "Grant"), subject to the terms of this Agreement.

1. NFI shall issue the Grant within days following its receipt of this Agreement, bearing the signature of Grantee's authorized representative.

2. Grantee shall use the Grant exclusively for charitable, educational, and/or scientific purposes as described in Code section 170(c)(2)(B). Specifically, Grantee shall apply all Grant funds as provided in its Grant Application, which is attached to this Agreement and incorporated by this reference.

3. Grantee shall not use any portion of the Grant funds: (a) to carry on propaganda, or otherwise to attempt, to influence legislation; (b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive; or (c) to undertake any activity that is not in furtherance of charitable, scientific, and/or educational purposes.

4. Grantor may withhold or suspend payment of any Grant amount, or may terminate this Agreement in its entirety, if NFI determines, in its sole and absolute discretion, that Grantee: (a) without NFI's written consent, has used any portion of the Grant funds in a manner other than described in Section 1 or otherwise breached the terms of this Agreement; (b) has been dissolved, whether voluntarily or involuntarily; (c) has become insolvent; or (d) ceases to be exempt from federal income taxation as an organization described in Code section 501(c)(3).

5. Grantee shall provide NFI such information regarding Grantee's use of the Grant funds as NFI shall reasonably request from time to time. To that end, Grantee shall maintain records of all Grant-related receipts and expenditures for at least four years following the completed use of Grant funds and shall make such records available to NFI at reasonable times for any purpose regarding Grantee's use of the Grant.

6. To the extent permitted, but as expressly limited by applicable law, Grantee shall indemnify, defend, and hold NFI harmless from and against any and all liabilities, costs, and expenses, including without limitation attorneys' fees, arising from: (a) Grantee's use of the Grant funds; or (b) Grantee's performance or non-performance of any activities described in the Grant Application.

7. Grantee acknowledges that nothing in this Agreement obligates NFI or implies a commitment by NFI to provide additional funding to Grantee beyond payment of the Grant. However, Grantee's use of Grant funds and activities under the terms of this Agreement may be considered by NFI in connection with other grant applications or agreements involving Grantee.

8. No joint venture, partnership, agency, employer-employee, or similar relationship is created by this Agreement or Grantee's related conduct.

9. Any provisions of this Agreement which cannot be completed before the use of all Grant funds or termination of this Agreement, shall survive completion of the activities described in the Grant Application and/or termination of this Agreement.

10. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the law of conflicts of any jurisdiction.

11. This Agreement contains the entire agreement between the parties relating to the Grant and supersedes all prior negotiations, agreements, representations and understandings, if any, whether oral or written, between the parties concerning the Grant. This Agreement may be modified only by written agreement of the Parties

**[Signature page follows.]**

IN WITNESS WHEREOF, the parties have executed this Agreement by their signatures below.

**GRANTOR**

**NEXTFIFTY INITIATIVE**

By: \_\_\_\_\_

Name: Diana McFail

Title: President & CEO

**GRANTEE**

**GUNNISON COUNTY DEPARTMENT OF HEALTH  
AND HUMAN SERVICES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING ACH PAYMENT FORM

In order to expedite your funding, we ask that you complete the attached ACH Payment Form, which also requires uploading a copy of a voided check. Click on the attachment link in the ACH form, next to the signature line, to attach the check (see image below). If you have any questions, this [link](#) provides further instruction.

DocuSign is a secure system, and your data is protected. To read more about DocuSign's security, click on this [link](#).

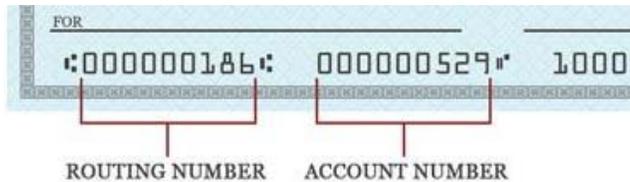


### ACH Authorization for ACH Credit

Company Name	_____		
Address	_____		
City	_____	State	_____ Zip _____
Phone	_____	Email	_____

I hereby authorize NextFifty Initiative to initiate credit entries to my Checking / Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called "DEPOSITORY".

Depository Institution Name	_____		
City	_____	State	_____ Zip _____
Phone	_____	Account Type	<input type="checkbox"/> Checking / <input type="checkbox"/> Savings
Name on Account	_____		
Routing Number	_____		
Account Number	_____		



This authorization is to remain in full force and effect until NextFifty Initiative receives written notification from me of its termination in such time and in such manner as to afford NextFifty Initiative a reasonable opportunity to act on it.

Name (Printed) \_\_\_\_\_ [    ]

Signature \_\_\_\_\_

Date \_\_\_\_\_

**\*\* Please attach a copy of a voided check from depository financial institution \*\***

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Development Improvements Agreement for Gunnison Se

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Developer has submitted to Gunnison County an application for Land Use Change Permit No: 2017-00015 for a phased project consisting of the subdivision

**Fiscal Impact:**

**Submitted by:** Donita Bishop

**Submitter's Email Address:** dbishop@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 11/11/2021

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 11/10/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/16/2021

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DEVELOPMENT IMPROVEMENTS AGREEMENT  
FOR GUNNISON SECURE STORAGE, PHASE 2B

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT FOR GUNNISON SECURE STORAGE, PHASE 2B ("Agreement") is entered into this 15 day of June, 2021 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County"), and Gunnison Secure Storage, a foreign limited liability company, whose address is 3500 Oakmont Boulevard, Suite 200, Austin, TX 78731 ("Developer") as follows:

1. Purpose. The Developer has submitted to Gunnison County an application for Land Use Change Permit No: 2017-00015 for a phased project consisting of the subdivision of a 4.43 acre parcel into two lots; Lot 1 contains only an existing residence on .84 acres and the remainder, Lot 2, consisting of approximately 3.64 acres, will be developed and comprised of a 5,000 sq. ft. light industrial shop incorporating two residential deed restricted units along with a maximum 250 unit phased self-storage complex ("Project").

Phase I improvements for this Project have been completed pursuant to the Development Improvements Agreement for Gunnison Secure Storage dated November 7, 2017 and recorded in the records of the Office of the Clerk and Recorder for Gunnison County, Colorado, bearing Reception No. 650179; subsequently released via Release of Development Improvements Agreement dated August 6, 2019 and bearing Reception No. 661541.

Phase 2A improvements for this Project have been completed pursuant to the Development Improvements Agreement, Phase 2A for Gunnison Secure Storage dated November 6, 2018 and recorded in the records of the Office of the Clerk and Recorder for Gunnison County, Colorado, bearing Reception No. 657124; subsequently released via Release of Development Improvements Agreement dated August 6, 2019 and bearing Reception No. 661542.

This Agreement addresses improvements for the second portion of Phase 2 of this Project, referred to within this Agreement as "Phase 2B" specifically paving the road system for Phase 2B along with installing Bio-retention swales along the north-east corner of the Project as outlined in *the Existing Conditions Exhibit: Gunnison Secure Storage Subdivision*, prepared by SGM Inc., attached as Appendix A.

The Project is located within the SE1/4SW1/4, Section 25, Township 50 North, Range 1 West, NMPM, County of Gunnison, State of Colorado, also known as street address 1012 Highway 135, Gunnison, Colorado 81230, and as identified on the plat titled: *Gunnison Secure Storage Subdivision, Gunnison County*, prepared by Robert E. Brandeberry, for and on behalf of SGM, Inc., dated October 12, 2017, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on

October 23, 2017, bearing Reception No: 649865.

As valuable and sufficient consideration for this Agreement, Gunnison County and the Developer agree that approval of such application by Gunnison County is expressly conditioned on completion of the improvements described in paragraph 7 below ("Improvements") to the specifications described herein and by the times specified herein. Gunnison County and the Developer further agree that such Improvements are appropriate and necessary requirements to be required by Gunnison County, and to be performed by the Developer and which Developer shall perform. Gunnison County and Developer further agree that an agreement guaranteeing the Developer's performance secured by suitable security to protect the interests of Gunnison County, and the public in the amount set forth herein is an appropriate condition to Gunnison County's approval of such Land Use Change Permit. The parties have entered into this Agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Developer is an independent contractor and is not an agent of Gunnison County.

2. Developer Bound. The Developer agrees to accept and be bound by the terms and conditions for Gunnison County's issuance of its approval of the Land Use Change Permit No: 2017-00015 and the terms and conditions of this Agreement. Developer accepts Gunnison County's review and permitting authority, process and performance of same in connection with Land Use Change No: 2017-00015, as legal and valid and waives any defect therein.

3. Construction.

A. The Developer agrees to complete construction of the Improvements within the Project in the locations and in accordance with the specifications as identified in paragraph 7 herein, by no later than December 31, 2021. Acts of God and any cause beyond the reasonable control of the Developer excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or conditions arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or materialmen, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.

B. The completion deadline set forth in this paragraph 3 may be extended by Gunnison County in its sole discretion upon written request of Developer if Gunnison County determines that: (1) such extension of time will not operate to the detriment of Gunnison County, the public or the owners of property within the Project; and (2) Gunnison County's security is adequate to ensure full performance by Developer by the extended completion date; and (3) that such an extension would not be in conflict with the conditions of the approved Land Use Change Permit. Gunnison County may require Developer to provide, at

Developer's cost, supplemental estimates by Developer's engineer of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any extended completion date granted by Gunnison County hereunder may be further extended in like manner.

C. Each contract entered into by Developer for construction of the Improvements shall provide that Gunnison County is a third-party beneficiary with all rights to enforce such contracts in place of Developer in the event of a default by Developer. Developer shall provide to Gunnison County a copy of each such contract upon its execution.

D. Gunnison County reserves the right not to permit construction of any building in the Project prior to full completion of the Improvements described in paragraph 7 herein.

E. Developer shall not initiate construction or use of any further improvements for the Project unless and until the Improvements identified herein have been completed to the satisfaction of Gunnison County.

4. Estimated Cost. The total cost of the Improvements to be constructed by the Developer is estimated currently to be One Hundred Eleven Thousand Five Hundred Seventy Five and No/100 U.S. Dollars (\$111,575.00) plus a contingency amount.

5. Security. In order to secure all obligations of the Developer herein, the Developer and Gunnison County agree that the Developer shall, at Developer's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to Gunnison County either cash, a bond, an irrevocable letter of credit or other performance guarantee in a form and content satisfactory to Gunnison County to the benefit of Gunnison County in the amount of One Hundred Thirty Nine Thousand Four Hundred Sixty Eight and 75/100 U.S. Dollars (\$139,468.75), which is 125 percent of the currently estimated cost of the Improvements to include a reasonable contingency amount. If said security is in the form of cash, it will be placed by Gunnison County in an interest-bearing account; the interest shall accrue to Developer at 1% less than received by Gunnison County.

If the contract(s) provided to Gunnison County pursuant to paragraph 3C indicate a substantially different total cost than estimated in paragraph 4, the amount of security may be increased or decreased. For the purposes of this paragraph 5, substantial is defined as 10 percent or more.

Pending full performance of all of the terms and conditions hereof by the Developer, Gunnison County shall retain said security and shall remain the beneficiary of such security. In the event of any uncured default hereunder Gunnison County in its sole discretion, and without any other authority required, may draw upon said security up to the full amount of One Hundred Thirty Nine Thousand Four Hundred Sixty Eight and

75/100 U.S. Dollars (\$139,468.75), upon presentation by Gunnison County to the issuer of a written statement by Gunnison County that such uncured default exists. Upon timely performance of all terms and conditions hereof, said security shall be tendered by Gunnison County to the Developer, except as provided in paragraph 7C.

6. Certification.

A. Not later than January 31, 2022, a registered Colorado engineer retained by the Developer at its expense shall certify to Gunnison County whether the Developer's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt by the Office of the County Attorney of such certification and receipt of a complete paper and two (2) electronic copies of road and utility as-built specifications and drawings, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. Developer agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Developer's engineer and Gunnison County's representative have had reasonable opportunity to inspect such Improvements.

B. Not later than January 31, 2022, Developer shall provide to Gunnison County Attorney a sworn affidavit, signed by the Developer's authorized representative, that the Improvements completed have been paid for, in full, by the Developer. The Developer shall be responsible for the information so provided. Said written certification will be reviewed by Gunnison County, but Gunnison County shall have no responsibility or liability to any party regarding the veracity of the information so provided.

7. Scope of Work.

A. The scope of work to be done by the Developer for this Agreement shall include improvements for a portion of Phase 2B of this Project, specifically, paving of the subdivision road along the north-east corner of the Project along with the storm drainage mitigation for that same area according to the following:

1. The plan(s) titled:
  - *Existing Conditions Exhibit: Gunnison Secure Storage Subdivision*, prepared by SGM Inc., dated February 12, 2020 with field survey date of May 9, 2018 attached hereto as Appendix "A"
  - *Gunnison Secure Storage Drainage Report*, prepared by SGM, Inc., dated September 28, 2017; and

- *Gunnison Secure Storage Preliminary Drainage Plan, Screening and Road Plan*, prepared by SGM, Inc., dated September 28, 2017; and
2. The cost estimate titled *Gunnison Secure Storage Engineers Opinion of Probable Construction Costs: Phase 2B*, prepared by SGM Inc., dated March 29, 2021 attached as Appendix B; and
  3. Those conditions cited by the Planning Commission and approved by the Board of Gunnison County Commissioners for Land Use Change Permit No: 2017-00015.

B. The conditions of this Agreement and Land Use Change Permit No: 2017-00015 are such that if the obligations hereunder of the Developer are well, truly, faithfully and timely performed by Developer, inspected and certified to by the Developer's engineer, and such performance is accepted by Gunnison County in Gunnison County's sole discretion, the Developer's obligations to Gunnison County under this Agreement except as set forth in 7C below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.

C. For a period of one year from and after the acceptance of all of the work described in paragraph 7A above, Developer shall, at its own expense, make all needed repairs and replacements to such work as shall, in Gunnison County's reasonable opinion, become necessary. Gunnison County shall have the right to retain up to Twenty Seven Thousand Eight Hundred Ninety Three and 75/100 U.S. Dollars (\$27,893.75) of the security for up to one year following the acceptance of all of the work described in paragraph 7A above, as security to ensure such repair and replacement.

#### 8. Partial Release of Security.

A. Gunnison County recognizes that as work proceeds upon the Improvements, Gunnison County's need for security shall be reduced. Accordingly, Gunnison County may make a reasonable partial release of the security to be delivered to Gunnison County pursuant to paragraph 5 herein upon receipt of a written completion; upon receipt of certification by Developer's engineer stating the estimated cost of remaining such certification, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. If Gunnison County does make a partial release, Gunnison County shall retain security equal to: (a) 125 percent of such estimated cost of remaining completion of Improvements; and (b) 125% of such estimated costs of all of the landscaping and reclamation; and shall release the balance of all security held by Gunnison County.

Pursuant to Section 6 herein, prior to any partial release of security, Developer

shall provide certification of completion and an affidavit of payment for those improvements.

B. Upon Developer's entering into a contract or contracts for construction of Improvements hereunder, Developer and Gunnison County may negotiate an addendum to this Agreement setting forth such reasonable schedule for partial releases of the security in accordance with the anticipated construction schedule. In such circumstance, Gunnison County shall designate and authorize Gunnison County Manager to make the partial release(s) hereunder after consultation with appropriate Gunnison County staff.

9. Developer's Default. In the event of any default hereunder by the Developer, Gunnison County shall give notice to the Developer specifying the nature of such default, which notice shall be given by facsimile transmission or by certified mail with return receipt requested addressed to the Developer at: PO Box 276, Gunnison, Colorado 81230. In the event the Developer does not remedy such default to the satisfaction of Gunnison County within 14 days following such notice, Gunnison County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

- A. To specifically enforce the terms and conditions of this Agreement;
- B. To draw upon or otherwise obtain the benefit of the security;
- C. To exercise any other rights and obtain any other remedies provided by law;
- D. To obtain from the Developer either an extension of Gunnison County's security hereunder to guarantee the completion of the Improvements only on the conditions: (1) that suitable additional security is provided to Gunnison County to guarantee the construction of said Improvements within the new time period determined by Gunnison County; and (2) that Gunnison County determines that it would not be detrimental to the interest of Gunnison County, the public or the owners of property within the Project to allow such extension; and (3) that Gunnison County determines that it would not be in conflict with the conditions of the approved Land Use Change Permit.
- E. To engage a manager to supervise the completion of improvements as identified herein. The costs incurred for hiring a manager shall be the responsibility of the Developer and may be withdrawn by Gunnison County from the security. Furthermore, all Gunnison County staff time spent thereafter on this Project shall be calculated at an hourly rate and shall be charged to the Developer and may be withdrawn from security.

10. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such

notice, either hand delivered or mailed by registered or certified mail, return receipt requested to the required party at the following addresses:

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

Developer: Gunnison Secure Storage, L.L.C.  
PO Box 276  
Gunnison, CO 81230

11. Recording of Agreement. Upon its execution, this Agreement shall be recorded by the Developer and shall be a covenant running with the property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

12. Retention of Police Powers. Gunnison County retains the power and right to impose additional requirements upon Developer with regard to the Project if the failure to do so would place the public or owners of property within the Project in a perilous condition, or in the event of substantially changed conditions; that is, nothing in this Agreement is or shall be construed to be a bargaining away of Gunnison County's police power.

13. Transfer or Assignment. No transfer or assignment of any of the rights or obligations of the Developer under this Agreement shall be permitted without prior written approval of Gunnison County which approval shall not unreasonably be withheld.

14. Title and Authority. The Developer expressly warrants and represents to Gunnison County that it is the record owner of the real property constituting the Project. The Developer understands that Gunnison County is relying on such representations and warranties in entering into this Agreement.

15. Litigation. Nothing contained herein shall prevent either party from obtaining a judicial determination of the violation of its rights hereunder; provided however, that written notice to the other party advising the other party of the alleged violation, and advising that in the event the matter is not resolved by the parties within 14 days thereafter, shall be a condition precedent to the commencement of any litigation.

16. Time of Essence. It is mutually agreed that time of performance is an essential part of this Agreement and that all terms, covenants and conditions herein shall extend to and become obligatory upon the successors and assigns of the respective parties hereto.

17. Venue and Choice of Law. This Agreement is entered into in Gunnison County, Colorado and it is agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.

18. Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of this Agreement shall be valid and enforceable to the full extent permitted by law.

19. Hold Harmless Clause. The Developer shall indemnify, defend and hold harmless Gunnison County, its officials, employees and agents from and against liability for damages, injury or death which may arise from the direct or indirect operations of the owner, Developer, contractors or subcontractors, which relate to the Project.

20. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

21. Entire Agreement. This Agreement contains the entire and only Agreement between the parties regarding development improvements, and no oral statements or representations not contained in this Agreement shall be of any force and effect between the parties. This Agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement the date first above written.

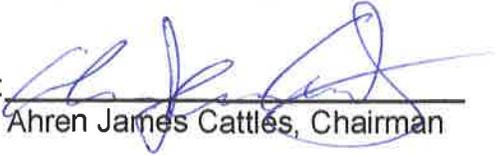
BOARD OF GUNNISON COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Jonathan Houck, Chairperson

ATTEST:

\_\_\_\_\_  
Deputy Gunnison County Clerk

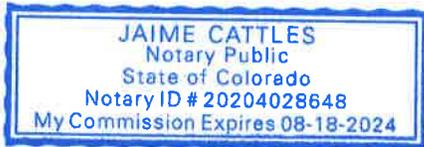
GUNNISON SECURE STORAGE,  
a foreign limited liability company

By:   
Ahren James Cattles, Chairman

STATE OF COLORADO            )  
  )ss.  
COUNTY OF GUNNISON        )

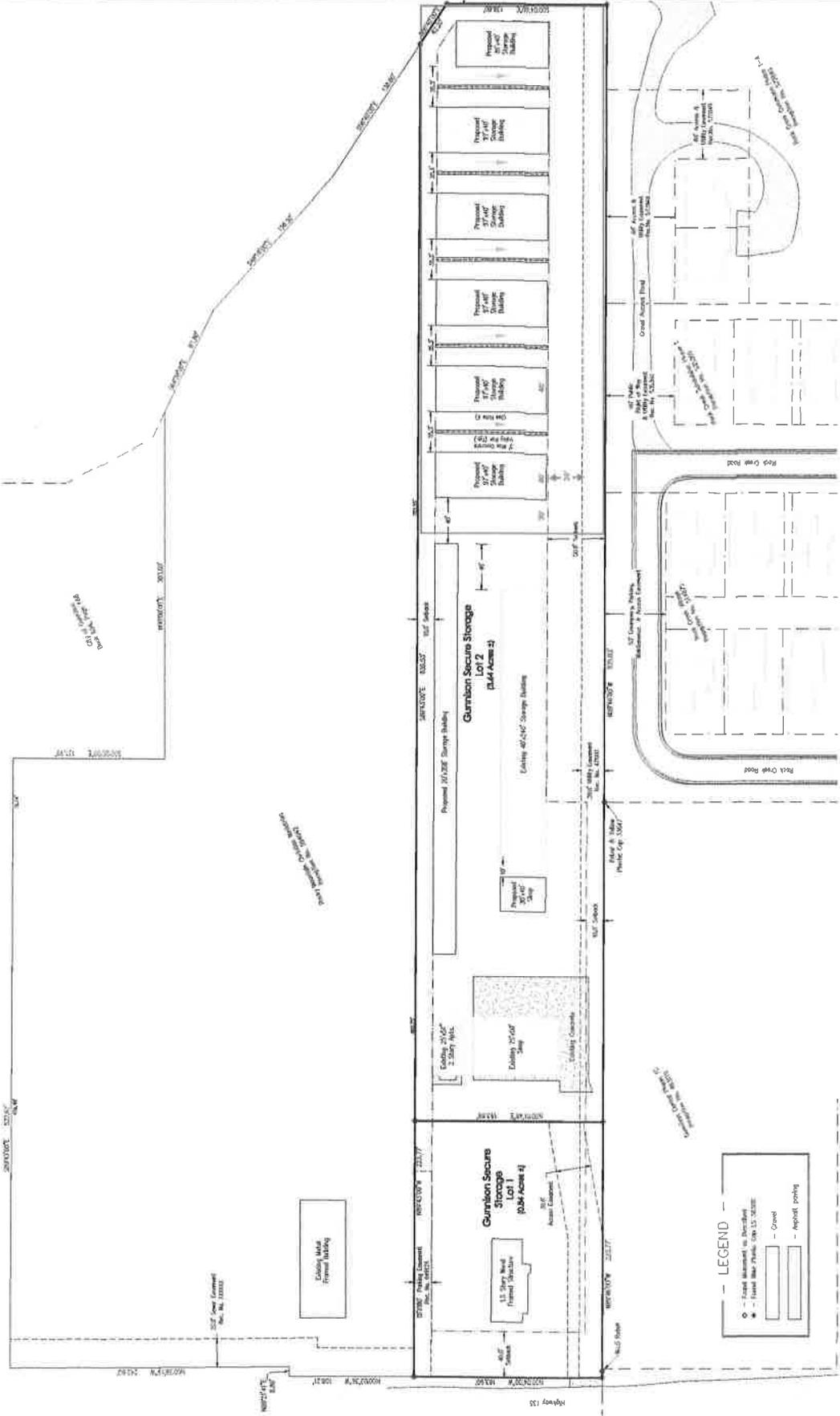
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2021,  
by Ahren James Cattles, Chairman of Gunnison Secure Storage, a foreign limited liability  
company, the Developer herein.

Witness my hand and seal.  
My commission expires: 8-18-2024.



  
Notary Public  
Address: 480 Red Tail Ln  
Gunnison CO 81230

**Existing Conditions Exhibit**  
**Gunnison Secure Storage Subdivision**  
 Section 25, T.50N., R.1W. of the N.M.P.M.  
 Gunnison County, Colorado



- Notes:**
1. This plan has been prepared in accordance with the provisions of the Colorado Revised Statutes, Title 10, Subsections 10-1-101 through 10-1-104.
  2. Date of Field Survey: 5/1/2010, 10:30 AM
  3. Storage shown here has been selected from the 7/20/09 "Site Report" prepared by the applicant.
  4. Additional information may be obtained from the applicant's site plan.
  5. All dimensions are in feet.
  6. Survey year: 2010 to the north.

**SGM**  
 118 West Sixth Street, Suite 200  
 Glenwood Springs, CO 81601  
 970.945.1004 www.sgm.com

**Gunnison Secure Storage**  
 Existing Conditions Exhibit

Rachel Sabato  
200 East Virginia  
Gunnison, CO 81320

March 29, 2021

**RE: Development Improvement Agreement for Gunnison Secure Storage – Phase 2B Improvements**

Dear Rachel,

Attached to this letter is our opinion of cost for the paving and drainage work associated with phase 2B of the Gunnison Secure Storage project.

If you have any questions or concerns, please don't hesitate to contact myself or A.J. Cattles at 970-275-8144.

Respectfully submitted,



Gerald E. Burgess, P.E.  
SGM Inc.

cc: AJ Cattles – Gunnison Secure Storage

Gunnison Secure Storage  
Engineers Opinion of Probable Construction Costs

**PHASE 2B**

29-Mar-21

DESCRIPTION	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	COMPLETED TO DATE	AMOUNT REMAINING
<b>PHASE 2A</b>							
Paving	3" Hot Mix Asphalt Paving	Ton	725	\$147.00	\$106,575.00	\$0.00	\$106,575.00
Drainage/Stormwater	Complete Bio-Retention Swales	Jump Sum	1	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
<b>Totals:</b>					<b>\$111,575.00</b>		<b>\$111,575.00</b>

*Gerald E. Burger*  
3/29/21

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Letter of Support, Colorado Opportunity Scholarshi

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached.

**Fiscal Impact:**

**Submitted by:** Katherine Haase for BOCC

**Submitter's Email Address:** khaase@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/12/2021

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 11/16/2021

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS**

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

Email: [bocc@gunnisoncounty.org](mailto:bocc@gunnisoncounty.org)

Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

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November 16, 2021

Director, Colorado Opportunity Scholarship Initiative  
Colorado Department of Higher Education  
1600 Broadway, Suite 2200  
Denver, CO 80202

Re: COSI County Allocation – Letter of Support

Dear Director:

Please accept this letter of support on behalf of Gunnison County for Western Colorado University Foundation's application to the Colorado Opportunity Scholarship Initiative – County Matching Scholarships. We have partnered with Western Colorado University to raise matching dollars and serve as the fiscal agent for the distribution of funding for Gunnison County. This is the only application that will be made for this funding on our behalf. We look forward to working with Western Colorado University's Foundation to increase access and affordability to higher education for the residents of Gunnison County.

Best Regards,

---

Jonathan Houck, Commissioner

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Liz Smith, Commissioner

---

Roland Mason, Commissioner

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Acknowledgment of County Manager's Signature; Memo

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**Action Requested:** Other Acknowledgment of CM Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

M. Hoyt has already reviewed and his suggested changes are incorporated into this attached version

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

**Submitter's Email Address:** mbollig@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

2022 Funds are budgeted for this service.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 11/9/2021

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by:

Discharge Date: 11/9/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/16/2021

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MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, THE BOARD OF  
TRUSTEES OF GUNNISON VALLEY HOSPITAL, AND THE REGIONAL  
TRANSPORTATION AUTHORITY REGARDING SENIOR TRANSPORTATION

This Memorandum of Agreement (Agreement") made effective this \_\_\_\_ day of November, 2021, is by and between the Board of County Commissioners of Gunnison County, Colorado, 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and the Board of Trustees of Gunnison Valley Hospital, on behalf of the Gunnison Valley Health Senior Care Center ("Senior Care Center") and the Gunnison Valley Regional Transportation Authority ("RTA").

RECITALS

Senior Care Center provides professional services regarding transportation of seniors ("Services").

RTA desires to engage the Services provided by Senior Care Center. Gunnison County provides fiscal agent services for the RTA.

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2022 unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

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

3. COMPENSATION, BONUS AND EXPENSES.

(a) In exchange for the Senior Care Center's performance of the Services during the Term, the RTA, through its fiscal agent Gunnison County, shall pay the Senior Care Center the full and complete amount not to exceed Three Hundred Thousand Dollars and no cents (\$300,000.00). Any expenditures in excess of this amount must be pre-approved by RTA Executive Director Scott Truex.

(b) The Compensation shall compensate Senior Care Center for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

(c) This Agreement is subject to RTA making an annual budget appropriation in an amount sufficient to fund this Agreement. If the Board fails or refuses to make such an appropriation, RTA reserves the right to terminate this Agreement without penalty to the Senior Care Center pursuant to paragraph 6 of this Agreement.

#### 4. INDEMNIFICATION.

(a) Senior Care Center agrees to indemnify, defend and hold harmless Gunnison County and RTA, their 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 Senior Care Center or its employees, sub-contractors or agents in connection with this Agreement.

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

#### 5. INSURANCE.

Senior Care Center agrees that at all times during the Term of this Agreement, Senior Care Center 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, Senior Care Center will provide insurance certificates to Gunnison County, listing Gunnison County and RTA as additional insured, for the coverage required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County and RTA.

(a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by the Senior Care Center during the term of this Agreement.

(b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).

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

6. TERMINATION.

Any party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, the Senior Care Center shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in paragraph 4 of this agreement.

7. DELEGATION AND ASSIGNMENT.

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

8. NOTICES.

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

Gunnison County:                    Matthew Birnie, County Manager  
   200 E. Virginia  
   Gunnison, Colorado 81230  
   Phone: 970-641-0248

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

RTA:                                    Scott Truex, Executive Director  
   PO Box 1911  
   Crested Butte, CO 81224

If to Senior Care Center:        Mary Blattner, Administrator  
   Gunnison Valley Health Senior Care Center  
   1500 W. Tomichi  
   Gunnison, CO 81230

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

9. INDEPENDENT CONTRACTOR.

(a) In carrying out its obligations and activities under this Agreement, Senior Care Center is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County or RTA. Senior Care Center does not have any authority to bind

Gunnison County or RTA in any manner whatsoever.

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

#### 10. DISCRIMINATION.

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

#### 11. IMMIGRATION COMPLIANCE CERTIFICATION.

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

#### 12. ADA COMPLIANCE.

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

13. PUBLIC RECORD

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

14. 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.

15. MISCELLANEOUS.

(a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

16. GOVERNING LAW.

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

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Matthew Birnie, County Manager

Attest:

\_\_\_\_\_  
Deputy Clerk

Gunnison Valley Rural Transportation Authority

By: Janet R. Farmer  
Janet Farmer, Board Chair

Board of Trustees of Gunnison Valley Hospital  
on behalf of the Gunnison Valley Health Senior Care Center

By: Mary Blattner  
Mary Blattner, Administrator

## EXHIBIT A

### SCOPE OF SERVICES

Senior Care Center shall perform and provide the following services:

- Provide transportation services to Seniors of Gunnison County, who reside within the identified service area, on a regularly scheduled basis.
- Work with necessary County and RTA staff to ensure all required compliance related to transportation program is met, including:
  - Provide required compliance for driving personnel (background checks, annual evaluations, etc.).
  - Maintain required transportation logs.
  - Assist in collection of donated transportation monies.

Regional Transportation Authority shall perform and provide the following services:

- Funding to the Senior Care Center in the amount not to exceed \$300,000.00 for transportation services to Seniors of Gunnison County, within the identified service area.

Gunnison County shall perform and provide the following services:

- Provide fiscal agent service to the RTA for this contract, including the payment of vouchers for services to the Senior Care Center.
- Provide personnel to process referrals to the bus service.
- Provide regular and un-scheduled maintenance on senior transportation vehicles (in addition to regular reimbursement).

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Acknowledgment of County Manager's Signature; Memo

---

**Action Requested:** Other Acknowledgment of CM Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

M. Hoyt has already reviewed and his suggested changes are incorporated into this attached version

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

**Submitter's Email Address:** mbollig@gunnisoncounty.org

---

**Finance Review:**

Required

Not Required

Comments:

2022 Funds are budgeted for this service.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 11/9/2021

---

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by:

Discharge Date: 11/9/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/16/2021

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MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, MOUNTAIN  
EXPRESS, AND THE REGIONAL TRANSPORTATION AUTHORITY REGARDING  
SENIOR TRANSPORTATION

This Memorandum of Agreement ("Agreement") made effective this 12<sup>th</sup> day of November, 2021, is by and between the Board of County Commissioners of Gunnison County, Colorado, 200 East Virginia, Gunnison, CO 81230 ("Gunnison County"), the Mountain Express, and the Gunnison Valley Regional Transportation Authority ("RTA").

RECITALS

Mountain Express provides professional services regarding transportation of seniors ("Services").

RTA desires to engage the Services provided by Mountain Express.

Gunnison County provides fiscal agent services for the RTA.

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2022 unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

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

3. COMPENSATION AND EXPENSES.

(a) In exchange for the Mountain Express's performance of the Services during the Term, the RTA, through its fiscal agent Gunnison County, shall pay the Mountain Express the full and complete amount not to exceed Fifty-Five Thousand Dollars and no cents (\$55,000.00). Any expenditures in excess of this amount must be pre-approved by RTA Executive Director Scott Truex.

(b) The Compensation shall compensate Mountain Express for all charges, expenses, overhead, payroll costs, employee benefits, and insurance subsistence.

(c) This Agreement is subject to RTA making an annual budget appropriation in an amount sufficient to fund this Agreement. If the Board fails or refuses to make such an appropriation, RTA reserves the right to terminate this Agreement without penalty to the Mountain Express pursuant to paragraph 6 of this Agreement.

#### 4. INDEMNIFICATION.

(a) Mountain Express agrees to indemnify, defend and hold harmless Gunnison County and RTA, their 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 Mountain Express or its employees, sub-contractors or agents in connection with this Agreement.

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

#### 5. INSURANCE.

Mountain Express agrees that at all times during the Term of this Agreement, Mountain Express 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, Mountain Express will provide insurance certificates to Gunnison County, listing Gunnison County and RTA as additional insured, for the coverage required herein. Should any of the described policies be materially changed or cancelled prior to the expiration date, the insurance carrier will endeavor to mail written notice within thirty (30) days to Gunnison County and RTA, but failure to do so shall impose no obligation or liability of any kind upon the insurance carrier, its agents or representatives.

(a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by the Mountain Express during the term of this Agreement.

(b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).

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

6. TERMINATION.

Any party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, the Mountain Express shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in paragraph 3 of this agreement.

7. DELEGATION AND ASSIGNMENT.

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

8. NOTICES.

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

Gunnison County:                    Matthew Birnie, County Manager  
   200 E. Virginia  
   Gunnison, Colorado 81230  
   Phone: 970-641-0248

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

RTA:                                    Scott Truex, Executive Director  
   PO Box 1911  
   Crested Butte, CO 81224

If to Mountain Express:        Jeremy Herzog, Transit Manager  
   PO Box 3482  
   Crested Butte, CO 81224

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

9. INDEPENDENT CONTRACTOR.

(a) In carrying out its obligations and activities under this Agreement, Mountain Express is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County or RTA. Mountain Express does not have any authority to bind

Gunnison County or RTA in any manner whatsoever.

**(b) Mountain Express acknowledges and agrees that Mountain Express is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County or RTA.** Further, Mountain Express is obligated to pay federal and state income tax on any moneys paid in relation to the services.

10. DISCRIMINATION.

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

11. IMMIGRATION COMPLIANCE CERTIFICATION.

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

12. ADA COMPLIANCE.

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

13. PUBLIC RECORD

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

14. 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.

15. MISCELLANEOUS.

(a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

16. GOVERNING LAW.

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

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By:   
Matthew Birnie, County Manager

Attest:

  
Deputy Clerk



Gunnison Valley Rural Transportation Authority

By:   
Janet R. Farmer, Board Chair

Mountain Express

By:   
Roman Kolodziej, Board Chair

EXHIBIT A

SCOPE OF SERVICES

Mountain Express shall perform and provide the following services:

- Provide transportation services to Seniors of Gunnison County, who reside in Mt. Crested Butte, Crested Butte and surrounding north valley communities, on a regularly scheduled basis as currently being provided.
- Work with necessary RTA and County staff to ensure all required compliance related to transportation program is met, including:
  - Provide required compliance for driving personnel (background checks, annual evaluations, etc.).
  - Maintain required transportation logs.

Regional Transportation Authority shall perform and provide the following services:

- Funding to the Mountain Express in the amount not to exceed \$55,000 for transportation services to Seniors of Gunnison County, within the identified service area.

Gunnison County shall perform and provide the following services:

- Provide fiscal agent service to the RTA for this contract, including the payment of vouchers for services to the Mountain Express.



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Amendment No. 2 to Intergovernmental Agreement for

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County and Montrose County

**Term Begins:** 1/1/2021

**Term Ends:**

**Grant Contract #:**

**Summary:**

Gunnison County has a Master Agreement with Montrose County for plowing and crushing. This amendment adds application of mag chloride on 2 roads.

**Fiscal Impact:** \$38,648.96

**Submitted by:** Marlene D. Crosby

**Submitter's Email Address:** mcrosby@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 11/11/2021

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient.

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/10/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 11/16/2021

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**AMENDMENT NO. 2 TO  
INTERGOVERNMENTAL AGREEMENT  
FOR WINTER ROAD MAINTENANCE**

**THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR WINTER ROAD MAINTENANCE** shall become effective the 4<sup>th</sup> day of August, 2021 between the County of Montrose, by and through its Board of County Commissioners (“Montrose County”), a body politic and corporate, duly organized and existing within the State, whose address is 317 South Second Street, Montrose, CO 81401, and the County of Gunnison, by and through its Board of County Commissioners (“Gunnison County”), a body politic and corporate, duly organized and existing within the State, whose address is 200 East Virginia Avenue, Gunnison, CO 81230 (collectively “the Parties”).

**RECITALS**

**WHEREAS**, on February 3, 2021 the Montrose and Gunnison entered into an Intergovernmental Agreement to provide for the maintenance and snowplowing of certain roads in each county, which Agreement is attached hereto as Exhibit 1 and incorporated herein; and

**WHEREAS**, the Parties now desire to extend that Agreement to include the provision to have magnesium chloride applied to sections of Little Cimarron Road located within Gunnison County for dust control and road stabilization purposes.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, Montrose County and Gunnison County enter into this Amendment to their Intergovernmental Agreement as follows:

1. Montrose County agrees to prepare the road and apply magnesium chloride to 1.84 miles of Little Cimarron Road located within Gunnison County.
2. Gunnison County agrees to pay the actual cost for the application described above, estimated to be approximately \$12,000.00. Montrose County shall invoice Gunnison County the actual costs, and Gunnison County shall remit payment to Montrose County within thirty (30) days.

IN WITNESS WHEREOF, the respective parties have set their signatures effective the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
MONTROSE COUNTY, COLORADO

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY, COLORADO

  
\_\_\_\_\_  
Sue Hansen, Chair

\_\_\_\_\_  
Jonathan Houck, Chair

DATE: 8-4-2021

DATE: \_\_\_\_\_

ATTEST:

ATTEST:

  
\_\_\_\_\_  
Deputy Clerk to the Board

\_\_\_\_\_  
Deputy Clerk to the Board

Date: 8-4-21

Date: \_\_\_\_\_

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
FOR WINTER ROAD MAINTENANCE**

**THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR WINTER ROAD MAINTENANCE** shall become effective the 21<sup>st</sup> day of July, 2021 between the County of Montrose, by and through its Board of County Commissioners (“Montrose County”), a body politic and corporate, duly organized and existing within the State, whose address is 317 South Second Street, Montrose, CO 81401, and the County of Gunnison, by and through its Board of County Commissioners (“Gunnison County”), a body politic and corporate, duly organized and existing within the State, whose address is 200 East Virginia Avenue, Gunnison, CO 81230 (collectively “the Parties”).

**RECITALS**

**WHEREAS**, on February 3, 2021 the Montrose and Gunnison entered into an Intergovernmental Agreement to provide for certain winter snow removal on a portion of Big Cimarron Road, located within Gunnison County, which Agreement is attached hereto as Exhibit 1 and incorporated herein; and

**WHEREAS**, the Parties now desire to extend that Agreement to include the provision to have magnesium chloride applied to that section of road.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, Montrose County and Gunnison County enter into this Amendment to their Intergovernmental Agreement as follows:

1. Montrose County agrees to apply magnesium chloride to that four miles section of Cimarron Road more particularly described in the Intergovernmental Agreement executed on February 3, 2021.
2. Gunnison County agrees to pay the actual cost for the application described above, estimated to be approximately \$27,000.00. Montrose County shall invoice Gunnison County the actual costs, and Gunnison County shall remit payment to Montrose County within thirty (30) days.

**IN WITNESS WHEREOF**, the respective parties have set their signatures effective the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
MONTROSE COUNTY, COLORADO

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY, COLORADO

x   
\_\_\_\_\_  
Sue Hansen, Chair

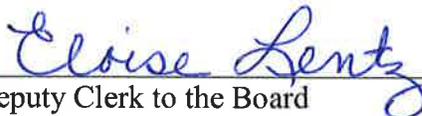
\_\_\_\_\_  
Jonathan Houck, Chair

DATE: 7-21-21

DATE: \_\_\_\_\_

ATTEST: 

ATTEST:

  
\_\_\_\_\_  
Deputy Clerk to the Board

\_\_\_\_\_  
Deputy Clerk to the Board

Date: 7-21-21

Date: \_\_\_\_\_



**INTERGOVERNMENTAL AGREEMENT  
FOR WINTER ROAD MAINTENANCE**

CONTRACT 2021-024  
BOCC 2/3/2021  
EXP. 12/31/2023  
# 3831  
# 3390.18 (REV)

**THIS INTERGOVERNMENTAL AGREEMENT** made effective on this 3rd day of February, 2021, between the **COUNTY OF MONTROSE, STATE OF COLORADO**, who shall hereinafter be referred to as "Montrose" and the **COUNTY OF GUNNISON, STATE OF COLORADO**, who shall hereinafter be referred to as "Gunnison," both of which entities are political subdivision of the State of Colorado.

**RECITALS**

**WHEREAS**, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S. 29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

**WHEREAS**, Montrose and Gunnison desire to enter into an Intergovernmental Agreement to provide for the performance by Montrose of winter snow removal and/or plowing on a certain segment of Big Cimarron Road located within Gunnison County; and

**WHEREAS**, Montrose and Gunnison desire to enter into an Intergovernmental Agreement to provide for non-winter performance road grading by Gunnison on certain segments of county Road 864A and O84 Rd located within Montrose County; and

**WHEREAS**, Montrose and Gunnison desire to enter into an Intergovernmental Agreement for gravel crushing services by Montrose within certain Montrose County gravel pits for the benefit of Gunnison to use on Gunnison County roads; and

**WHEREAS**, Montrose and Gunnison deem such Intergovernmental Agreement to be in the best interests of each of their inhabitants;

**NOW, THEREFORE**, Montrose and Gunnison in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement for the provisions of winter and non-winter road maintenance services along with gravel crushing services.

**SECTION I  
TERM OF AGREEMENT**

THE TERM of this Agreement shall be from January 1, 2021 and be pursued with due diligence for a period on one (1) year from the date this Agreement. This IGA will automatically renew for each calendar year until December 31, 2023 unless otherwise terminated in accordance with Section X below.

**SECTION II  
MONTROSE WINTER MAINTENANCE  
OF GUNNISON COUNTY ROADS**

1. Montrose shall perform winter snow removal and/or plowing maintenance for Gunnison on Big Cimarron Road as follows:
  - a. Montrose County Road & Bridge will provide basic "Road Grader" or "Maintainer" snow removal service for Gunnison on the Big Cimarron Road from the current end of Montrose winter maintenance at the Youth with a Mission entrance, south up the road to a convenient turnaround at the Forest Boundary just past the Bear Claw Subdivision. A distance of about 4 miles.
  - b. The snow removal will be provided only in process as an extension of Montrose plowing on the lower portion of the road. Montrose will not plow the 4 mile section of Big Cimarron Road in Gunnison unless the lower portion also needs to be plowed. The intention of this provision is that Montrose shall not be obligated to mobilize its equipment just for this upper 4 mile section.
2. Gunnison shall perform non-winter road grading maintenance services on County Road 864A and O84 Rd as an extension of Gunnison County grading maintenance as follows:
  - a. Gunnison County will provide "road grader" or "maintainer" grading services for Montrose on County Road 864A that lies within Montrose County but is accessed by Gunnison County roads. Grading services will consist of grading the road and pulling ditches if necessary on 3.69 miles of road.
  - b. Gunnison County will provide "road grader" or "maintainer" grading services for Montrose on O82 Rd for the portion that lies within Montrose County off of Highway 92 and provides access to Gunnison County. Grading services will consist of grading the road and pulling ditches if necessary, on 1.1 miles of road.
  - c. Grading services shall be in conjunction with Gunnison's normal grading schedule and is not intended to be done on a special basis.
3. Montrose operates the Soderquist gravel pit located on the Big Cimarron Road in Montrose County. Montrose will provide crushed gravel to Gunnison from the Soderquist gravel pit as follows:
  - a. Gunnison has paid for 2,052 tons of gravel in the Montrose owned Cedar Pit to be hauled in 2021. Montrose hereby agrees to allow Gunnison to haul the 2,052 tons of gravel from the Soderquist Pit because it is closer and more convenient to Gunnison County.
  - b. Gunnison County may haul gravel from the Soderquist pit in excess of the initial 2,052 tons. The cost of this gravel will be based on crushing costs plus fifty (50) cents/ton for loading the gravel and pit administration, maintenance and reclamation.
  - c. Montrose issued an RFP and received bids for crushing in the Soderquist pit in 2020. The 2020 crushing cost was \$3.31 per ton, which includes the crusher mobilization cost. Adding the \$0.50 cost for loading and pit administration costs, the total cost is \$3.81 per ton. This will be the price for any gravel hauled by Gunnison in excess of the 2,052 tons already paid for.

- d. All gravel shall be loaded using Montrose loaders equipped with a scale.
- e. Gunnison shall receive the same class of gravel as that already crushed by Montrose to the specifications of Montrose.

### **SECTION III PAYMENT**

Montrose and Gunnison shall charge on a time and materials basis for the services to be provided under this IGA, with gravel charged as provided in Section II, above. Each entity shall submit invoices specifying the services rendered and the amount of dollars expended. Invoices for all services and gravel shall be provided by each County by December 1, 2021 and payments shall be made respectively not later than December 31, 2021.

### **SECTION IV RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES**

Montrose and Gunnison specifically understand and agree that nothing in this Agreement shall be interpreted to require Montrose to perform any general road maintenance other than the snow removal and/or plowing on Big Cimarron Road in Gunnison County. Furthermore, it is understood and agreed that Montrose shall not be held liable for any roadbed or roadside damages that occur as a result of such snow removal and/or plowing, and that Gunnison shall be solely responsible for any such road repair or maintenance required as a result of the snow removal and/or plowing performed under this Agreement.

Montrose and Gunnison specifically understand and agree that nothing in this Agreement shall be interpreted to require Gunnison to perform any road maintenance other than grading and pulling ditches on County Road 864A or O84 Rd. Montrose shall be responsible for culverts and graveling on said roads. Furthermore, it is understood and agreed that Gunnison shall not be held liable for any road infrastructure damages that occur as a result of such grading, and that Montrose shall be solely responsible for any such road infrastructure repair or maintenance required as a result of road grading performed under this Agreement.

Montrose and Gunnison specifically understand and agree that contracting for gravel crushing services shall be the responsibility of Montrose. Gunnison shall communicate gravel type and quantity 30 days prior to the issuance of bids for crushing each year.

Nothing in this agreement is or shall be construed to be a waiver by either party of governmental immunity.

**SECTION V  
RECORDS**

Montrose and Gunnison shall maintain records of the time and materials spent performing the services described in this Agreement. Such records shall be available upon request.

**SECTION VI  
WORKER'S COMPENSATION AND DAMAGES TO EQUIPMENT**

Each party shall be responsible for its own employees and equipment while performing services under this Agreement. Any and all injuries to employees and/or damages to equipment shall be subject to the respective party's insurance coverages, and the other party is expressly held harmless as to the injuries and/or damages suffered by the employees and/or equipment.

**SECTION VII  
NON-ASSIGNABILITY**

Neither party hereto shall assign, sublet or transfer this Agreement or any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

**SECTION VIII  
BINDING EFFECT**

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

**SECTION IX  
AMENDMENTS**

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

**SECTION X  
TERMINATION**

It is understood and agreed by and between Montrose and Gunnison that this Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Agreement.

**APPROVED** on February 3, 2021 by Montrose County Board of County Commissioners.

ATTEST: Jessie Guzman COUNTY OF MONTROSE,  
STATE OF COLORADO

Ceaise Lertz  
Deputy Clerk and Recorder

Sue Hansen  
Sue Hansen, Chair



**APPROVED** on \_\_\_\_\_, 2020 by Gunnison County Board of County Commissioners.

ATTEST: COUNTY OF GUNNISON,  
STATE OF COLORADO

Atty Simillion  
Deputy Clerk  
County Clerk

Jonathan Houck  
Jonathan Houck, Chairperson

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Request for Four (4) Snowmobile Parking Permits; K

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**Action Requested:** Motion

**Parties to the Agreement:** Gunnison County and Kebler Corner

**Term Begins:** Nov 2021

**Term Ends:**

**Grant Contract #:**

**Summary:**

Kebler Corners is requesting permits to park 5 snowmobiles at the Kebler Trailhead. They are not requesting a vehicle permit

**Fiscal Impact:** No fee was charged last year

**Submitted by:** Marlene D. Crosby

**Submitter's Email Address:** mcrosby@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

The request appears inconsistent with Board and PWO policy regarding trailhead parking permits, and may lead to accusations of favoritism. That said, I see no direct legal issues. MRH

Reviewed by:

Discharge Date: 11/9/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 11/16/2021

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To: Gunnison County BOCC Att: Marlene Crosby  
From: St Ruth Family, Kebler Corner, 30682 County Road 12, Kebler Pass, CO.81434  
Re: Formal application for 4 snowmobile parking permits

Dear Gunnison County Board of Commissioners or to whom it may concern,

As you may be aware, last year winter season 2020 / 2021 we applied for and were granted 2 snowmobile parking permits for the CB trailhead. We have been asked to submit a formal application, again, for this upcoming season.

This letter serves as our 2021/2022 formal permit application. Although it would be ideal for us, we are not requesting a car permit as other home owners on County Rd. 12 and the Lake Irwin area with a septic system and dwelling are granted. For us it makes more sense to give a little money back to the CB community and we have arrangements with residents who collect and drop us off at the trailhead and we leave our vehicle in our garage in Crested Butte.

As last year's application stated, we realize that our circumstances are slightly different to the residents of Lake Irwin hence the need for this process, but feel (and hope you continue to do also) that there are many similarities. We own and operate commercial real estate on the north side of Kebler Pass - a small RV, Cabin campground & general store called Kebler Corner. We also own residential real estate at this location and a small residential unit 30 miles away in Mt. Crested Butte. In all locations, we pay Gunnison County tax including real estate, sales & lodging taxes.

We spend a significant amount year-round and of our winter months in Crested Butte and commute to and from our business and other obligations at Kebler Corner to Crested Butte via Kebler Pass year round. We are sponsors of the Crested Butte Avalanche Information Center, Gunnison County SnoTrackers, are members of both the Crested Butte Chamber of Commerce and the Gunnison County Chamber of Commerce. Additionally, we volunteer with the West Elk Mountain Rescue Group and the Delta County Joint School District. As such, the only viable option for us is to commute Kebler Pass year-round as we often need to get over the pass quickly or for short periods of time to attend for example a Chamber meeting or CBAIC function. Or perhaps the other way around, we are in Crested Butte and are called out via Gunnison County Dispatch on a search and rescue mission back on the north side of the pass and need to return quickly as was the case a few times this summer with missing or injured parties in the Lost Lake and Lead King basin areas.

Please accept this application for 4 snow mobile parking permits for the 2021 / 2022 winter season. Last year we only had 2 of the 5 permitted for each residence. The reason we are asking for 4 this year is simply because we have 2 performance and 2 expedition sleds. Mountain Rescue missions with the West Elk group will dictate which sleds we use to travel the pass, hence wishing to permit all 4. If we have a mission involving a recovery then the expeditions will be utilized for mountain rescue and the other 2 will be used for pass travel, rarely if ever will all 4 be taken to Crested Butte.

Last season, we always parked the sleds away from the other daily users so as not to be a bother to anyone and never saw a situation where there wasn't enough area for snow mobile parking. Our sleds tend to be there only a handful of times and more during the night and the other users tend to have their sleds there more during the day and back in Irwin at night. We have also developed a great relationship with Action Adventures and Gunnison County Snow Trackers and are able to help them with beta on pass conditions prior to them taking their guests out past Lost Lake after we have travelled over.

We thank you in advance for your time and consideration of our application to help us maintain this valuable year-round rural transportation access.



On behalf of Kebler Corner & our family  
Paul St Ruth, Owner / Operator

Phone - 970-929-5029

paul@keblercorner.com

## Marlene Crosby

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**From:** Marlene Crosby  
**Sent:** Monday, October 25, 2021 6:27 AM  
**To:** 'Paul St Ruth'  
**Cc:** Roland Mason; Debbi Ferchau; Broyles, Levi -FS  
**Subject:** RE: Irwin Parking Permit Update & Beacon testing station

Good Morning Paul,

I wanted to reach out to you before you made a trip to Gunnison for your permits. I apologize, but you received some inaccurate information from my office.

When I met with the Board of County Commissioners regarding parking permits they provided the guidance that you received from Debbi. At the conclusion of the discussion I asked if your request from last year was also approved by this discussion and was told that it was not.

If you want to have a parking permit at the trailhead you will have to submit a formal request and I will ask that it be put on a Commissioner's agenda.

Regarding the trailhead on the west side of Kebler. It was built by the Forest Service and is on Forest Service property. We do not have the jurisdiction to authorize overnight parking or the avalanche equipment. My only request would be that if the Forest Service authorizes the equipment, please make sure it is out of harm's way during plowing.

Thank you,  
Marlene

**From:** Paul St Ruth <paul@keblercorner.com>  
**Sent:** Friday, October 22, 2021 2:57 PM  
**To:** Debbi Ferchau <DFerchau@gunnisoncounty.org>  
**Cc:** Marlene Crosby <MCrosby@gunnisoncounty.org>; Roland Mason <RMason@gunnisoncounty.org>  
**Subject:** Re: Irwin Parking Permit Update & Beacon testing station

[EXTERNAL SENDER - USE CAUTION]

Thanks for the update Debbie,

I will stop by and pay for our snow mobile permits for this upcoming season later next week - unless I can do it over the phone?, thank you.

Question and I copied Roland and Marlene into this email as I thought they may have insight and may have been involved with the first one?

We as a business would like - assuming other involved entities agree - to sponsor an avalanche beacon test station on our side of the pass. Basically it would be exactly the same as the unit on the CB side that Sno Trackers sponsors.

I have spoke with the Colorado Avalanche Information Center, Crested Butte Avalanche Information Center and other organizations and all are onboard with such an endeavor - the question to you is, assuming we were able to do so at the trailhead parking lot where the county plow to in the winter time - would I need your permission (county), and or forest service or both?

## Marlene Crosby

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**From:** Austin, Greg- FS <Gregory.Austin@usda.gov>  
**Sent:** Friday, November 5, 2021 3:31 PM  
**To:** Marlene Crosby  
**Subject:** RE: [External Email]FW: CB Trailhead Parking Permit Application

[EXTERNAL SENDER - USE CAUTION]

Sorry Marlene. I should have read the long letter. I see he lives on other side of Kebler.

If the county is ok with over the snow parking stickers only for Mr. St. Ruth I do not think we would mind whether he parks on Forest, county or on top of the Ferta boundary. We only tag equipment on the Forest if the machine does not have a Gunnison County Permit or has no State Registration.

Hope this helps.



**Greg Austin**  
**Trails Manager**

**Forest Service**  
**Grand Mesa, Uncompahgre & Gunnison National Forest, Gunnison Ranger District**

**p: 970-642-4402**

**f: 970-642-4425**

**[greg.austin@usda.gov](mailto:greg.austin@usda.gov)**

216 N. Colorado St.

Gunnison, CO 81230

[www.fs.fed.us](http://www.fs.fed.us)



**Caring for the land and serving people**

**From:** Marlene Crosby <MCrosby@gunnisoncounty.org>  
**Sent:** Friday, November 5, 2021 2:19 PM  
**To:** Austin, Greg- FS <Gregory.Austin@usda.gov>  
**Subject:** [External Email]FW: CB Trailhead Parking Permit Application

[External Email]

If this message comes from an **unexpected sender** or references a **vague/unexpected topic**;

Use caution before clicking links or opening attachments.

Please send any concerns or suspicious messages to: [Spam.Abuse@usda.gov](mailto:Spam.Abuse@usda.gov)

Hi Greg,

When the Commissioners approved the parking plan for the Kebler Trailhead this year I asked about permits for Paul St. Ruth because he had indicated an interest in a vehicle parking permit. They said no, he had to apply separately.

His request is attached and it is now just for over-the-snow parking. Since the parking is on the Forest Service, how do you feel about this?

Thank you,

Marlene

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Public Hearing and Resolution; Vacating Certain Po

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Request for a street/alley vacation in the Townsite of Irwin.

**Fiscal Impact:** Fees paid by applicant

**Submitted by:** Marlene D. Crosby

**Submitter's Email Address:** mcvrosby@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Application and materials appear legally sufficient. The issue regarding the mining claim is not addressed in the Standards; the CAO accepts the solution of a sworn statement by the applicant, but there remains -- albeit likely small -- that the implicated mining claim has an owner entitled to notice and an opportunity to be heard. This said, CAO concludes that sufficient notice and an opportunity to be heard exists as to this application. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/9/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/10/2021

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 10

Agenda Date: 11/16/2021

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BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021-\_\_\_\_

A RESOLUTION VACATING A CERTAIN PORTIONS OF STREETS AND ALLEY LYING WITHIN THE TOWNSITE OF IRWIN, 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 from Daniel Broman to vacate certain portions of a street and alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows:

Those portions of 12<sup>th</sup> Street adjacent to Lot 2 and Lot 6, Block 6 and that portion of the alley adjacent to Lot 2, Block 6, Townsite of Irwin, County of Gunnison County, State of Colorado; and

WHEREAS, the vacation of the above described portions of a street and alley lying within the Townsite of Irwin, will not hinder any property owners of any lands from having access to their respective land nor disrupt existing travel modes or anticipated conditions in traffic or development patterns; and

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare from the vacation of the above described portions of a street and alley lying within the Townsite of Irwin; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the certain portions of a street and alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

Those portions of 12<sup>th</sup> Street adjacent to Lot 2 and Lot 6, Block 6 and that portion of the alley adjacent to Lot 2, Block 6, Townsite of Irwin, County of Gunnison County, State of Colorado; and

It is the specific intent of the Board that the vacation of the above described portions of a street and alley lying within the Townsite of Irwin 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.
2. Lot Cluster Agreement

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 COUNTY PUBLIC WORKS DEPARTMENT**

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195 Basin Park Drive  
Gunnison, CO 81230

**NOTICE OF PUBLIC HEARING REGARDING PETITION TO  
VACATE PORTIONS OF A CERTAIN STREET AND ALLEY IN THE  
TOWNSITE OF IRWIN, COLORADO**

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Daniel Broman to vacate portions of a certain street in the Townsite of Irwin, Colorado. The portions of the street that the petitioner seeks to have vacated is described as follows:

Those portions of 12<sup>th</sup> Street adjacent to Lot 2 and Lot 6, Block 6, and that portion of the alley adjacent to Lot 2, Block 6, Townsite of Irwin, County of Gunnison, State of Colorado. The public hearing will be held on **November 16, 2021, at 9:00 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 10/18/21 and 10/25/21.

**Street Vacation Checklist/Daniel Paul Broman Request  
Items from the Applicant**

#1.	Signed Application Letter (see signature on notarized statement)	Yes	No	N/A
	Proof of Ownership	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
#5.	Survey of Property	Yes	No	N/A

## Street Vacation Checklist PWD Review

Public Works recommends the findings as follows:

#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 <i>on agenda</i>	Yes	<input checked="" type="radio"/> No	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		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 public health, safety or welfare	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> Yes	No	N/A
	OWTS build or improvement	Yes	No	N/A
	Increased safety of route	Yes	No	N/A
	Unbuildable route	<input checked="" type="radio"/> Yes	No	N/A
	Unreasonable scar on landscape	Yes	<input checked="" type="radio"/> No	N/A
2-14	Impacts on maintenance of structures deemed Necessary by the County	Yes	<input checked="" type="radio"/> No	N/A

*questionable*

Daniel Paul Broman  
8 Benthaven Pl  
Boulder, CO  
80305  
(508) 667-3662  
daniel.p.broman@gmail.com

October 5, 2021

Gunnison County Public Works  
195 Basin Park Drive  
Gunnison, CO 81230

This letter serves as a written request by the applicant, Daniel Paul Broman, to Gunnison County Public Works to vacate portions of 12<sup>th</sup> Street within Block 6, Townsite of Irwin. This request asks that portions of 12<sup>th</sup> Street adjacent to Lot 2:

LOT 2 BLK 6 IRWIN B266 P414

and Lot 6:

PART OF LOT 6 BLK 6 IRWIN B736 P715

be vacated per County Resolution 96-42, 07-44, and 20-23. Additionally I would like to request that the portion of the alley adjacent to Lot 2:

LOT 2 BLK 6 IRWIN B266 P414

be vacated.

The attached Improvement Location Certificate (ILC) serves as the requested map and the portions of 12<sup>th</sup> Street requested to be vacated have been highlighted. Shown on the ILC are the land owners adjacent to 12<sup>th</sup> Street; these include in addition to the applicant:

<b>Account Number</b>	<b>Parcel Number</b>	<b>Owner</b>	<b>Owner Address</b>
R012941	3253-030-00-005	Ruta Martell Vandene	PO Box 3924 Crested Butte, CO 81224
R071730	3253-030-00-006	Erin Oliver; Sydney Schieren	15990 County Road 162 Nathrop, CO 81236
R012866	3179-000-00-082	US Forest Service	Gunnison Basin Field Office 216 Colorado Gunnison, CO 81230

Attached to this application in addition to the ILC are copies of the deeds to Lot 2 and Lot 6, Block 6, Townsite of Irwin.

Please contact the applicant at the above email address or phone number with any questions or requests for further information.

Best Regards,  
Dan Broman

On Tue, Oct 5, 2021, 6:34 AM Marlene Crosby <[MCrosby@gunnisoncounty.org](mailto:MCrosby@gunnisoncounty.org)> wrote:

Good Morning,

16

I have scheduled your street vacation request for November~~2~~, 2021. That said, the County Attorney is requesting one more document from you. He would like a notarized statement from you that “you swear under penalty of perjury” that you have researched the ownership of the Davy Crockett mining claim and that it was never patented so there is no property owner of record.

Thank you,

Marlene

--

Dan Broman  
[daniel.p.broman@gmail.com](mailto:daniel.p.broman@gmail.com)

**Notarized Statement**

I, Daniel Paul Broman, have submitted a written request to Gunnison County Public Works to vacate portions of 12<sup>th</sup> Street within Block 6, Townsite of Irwin. This request asks that portions of 12<sup>th</sup> Street adjacent to Lot 2:

LOT 2 BLK 6 IRWIN B266 P414

and Lot 6:

PART OF LOT 6 BLK 6 IRWIN B736 P715

be vacated per County Resolution 96-42, 07-44, and 20-23. In support of this request I, Daniel Paul Broman, have researched the ownership of the mining claim identified as Davy Crockett Lode MS 3299.

I, Daniel Paul Broman, swear under penalty of perjury that the Davy Crockett Lode MS 3299 was never patented and there is no property owner of record.

[Signature] Oct 5, 2021  
(Signature) (Date)

State of Washington

City, County of Bellingham, Whatcom County

On, 10-5-2021, before me ~~Daniel Broman~~ John Woodworth

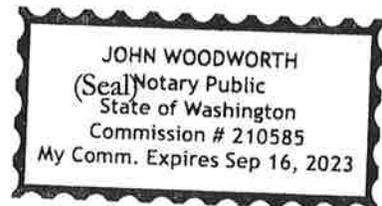
do certify that the foregoing instrument was acknowledged on the

5<sup>th</sup> day of October, 2021.

Given under my hand this 5<sup>th</sup> day of October, 2021.

My commission expires: 9-16-2023 [Signature]

(Date) (Signature of Notary Public)



**COMMITMENT FOR TITLE INSURANCE**

Issued by: **Alliant National Title Insurance Company**

Alliant National Title Insurance Company, a Colorado corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 120 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Alliant National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:  
Title 38 Inc dba Gunnison County Abstract Company  
504 N Main Street  
Gunnison, CO 81230

BY: \_\_\_\_\_  
Authorized Agent or Officer

**ALLIANT NATIONAL TITLE INSURANCE COMPANY**



By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

**CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

**Gunnison County Abstract Company**

COMMITMENT NO. G20-59-2

**SCHEDULE B – SECTION I  
REQUIREMENTS**

The following are the requirements to be complied with:

- A. Payment and/or disbursement of the agreed amounts for the estate, mortgage, or interest to be insured.
- B. Payment of all premiums, fees and charges in connection with this commitment and the final policy.
- C. All documents or other instruments creating the estate or interest to be insured must be satisfactory to the Title Company, in insurable form, and must be executed, delivered, and duly filed for record.
- D. All parties must inform Gunnison County Abstract Company, **in writing**, the names of any party not referenced in this Commitment that will have an interest in the subject property; any party that may have a lien or interest in the subject property and is not referenced in this Commitment; the names of any lender or any party that will be lending on the subject property; or any other 3<sup>rd</sup> party or other matter that may affect ownership of the land and is not presently referenced in the Commitment. The Title Company may then make additional requirements or exceptions, as necessary.
- E. Payment of all taxes, charges, and assessments, levied and assessed against the subject premises that are due and payable.
- F. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).
- G. An appropriate affidavit indicating that there are currently no recorded liens on the subject property.

NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you have knowledge of an outstanding obligation, please contact us immediately for further review prior to closing.

- H. Deed from Sinclair Buckstaff, Jr. and Dee Ann Buckstaff to Daniel Paul Broman sufficient to convey the fee simple estate of interest in the land described or referred to herein.

NOTE: C.R.S. 38-35-109(2) requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the Deed to be recorded.

- I. Deed of Trust from Daniel Paul Broman to the Public Trustee of Gunnison County for the use of The Gunnison Bank and Trust Company to secure \$53,900.00 sufficient to encumber the fee simple estate or interest in the land described or referred to herein.
- J. Requirement Satisfied - See Exception 16; Satisfactory Improvement Location Certificate prepared by a surveyor licensed in the State of Colorado and provided to Gunnison County Abstract Company, Agents for ALLIANT NATIONAL TITLE INSURANCE COMPANY.

**-CONTINUED ON THE FOLLOWING PAGE-**

**Gunnison County Abstract Company**

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached and appropriately countersigned.  
Commitment No. **G20-59-2**

Page 2 of 7

Agent No. **067370**



**Gunnison County Abstract Company**

COMMITMENT NO. G20-59-2

**SCHEDULE B – SECTION II  
EXCEPTIONS FROM COVERAGE**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. Any and all unpaid taxes and assessments.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

NOTE: The Owner's Policy to be issued hereunder will contain, in addition to the items set forth in Schedule B-2, the mortgage, if any, required under Schedule B-1.

8. All reservations and exceptions as set forth in United States Patent(s) recorded February 28, 1893 in Book 115 at page 97.
9. Terms and conditions in Notice of Watershed Ordinances Affecting Real Property as recorded February 12, 1993 in Book 720 at page 163.
10. Covenants, conditions, and restrictions as set forth in Declaration of Conditions, Covenants and Restrictions Irwin Community Association recorded April 20, 1994 in Book 744 at page 79, Declaration recorded July 24, 2012 as Reception No. 614306, Amendment recorded October 22, 2012 as Reception No. 616283; together with any modifications or amendments thereto, but omitting, except to the extent that said covenant or restriction is controlled or permitted by any applicable federal or state law, any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, medical conditions, national origin, source of income or ancestry; as the subject property may be affected.

**-CONTINUED ON THE FOLLOWING PAGE-**

**Gunnison County Abstract Company**

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached and appropriately countersigned.  
Commitment No. **G20-59-2**

Page 4 of 7

Agent No. **067370**



# Gunnison County Abstract Company

COMMITMENT NO. G20-59-2

## DISCLOSURE STATEMENT

THE FEE OWNER AND THE PROPOSED INSURED SET FORTH IN SCHEDULE A ARE HEREBY NOTIFIED:

1. Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
2. Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Gunnison County Abstract Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, Exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
3. Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph G requires that "Every title insurance company shall be responsible to the proposed insured(s), subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed".
4. Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment. Under no circumstances will coverage be given for labor or material for which the insured has contracted for or agreed to pay.
5. The following disclosures are hereby made pursuant to C.R.S 10-11-122:
  - a. The subject real property may be located in a special taxing district;
  - b. A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
  - c. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.
6. Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 -requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers"
7. Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.
8. If the sales price of the subject property exceeds \$100,000.00 seller shall be required to comply with the disclosure or withholding provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
9. C.R.S. 30-10-406 requires that all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.
10. Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
11. Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

**Gunnison County Abstract Company**

Agent No. **067370**

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

COMMITMENT NO. G20-59-2

Page 6 of 7

**Purpose of Notice:**

Alliant National Title Insurance Company respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

**Types of Information We May Collect:**

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

**Use and Disclosure of Information:**

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

**Protection of Your Personal Information:**

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

**Changes:**

This notice may be revised in accordance with applicable privacy laws.

# GUNNISON COUNTY ABSTRACT COMPANY

Est. 1961

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504 N. Main Street · Gunnison, CO 81230 · Phone:970.641.0710 · Fax:970.641.4628

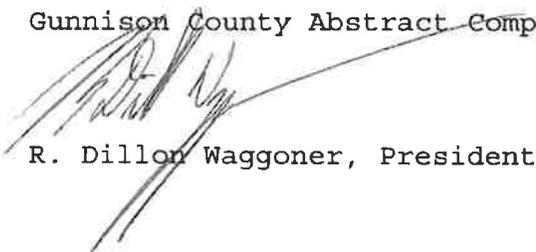
## Wiring Instructions

**Bank Routing Number (ABA Number): 102102013**

Bank: Community Banks of Colorado, a Division of NBH Bank  
1100 N. Main Street  
Gunnison, CO 81230

Beneficiary: Title 38, Inc. DBA Gunnison County Abstract Company  
504 N. Main Street  
Gunnison, CO 81230  
**Account Number: 2003441867**

Gunnison County Abstract Company



R. Dillon Waggoner, President



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (D3-10-19) (Mandatory 1-20)

### BARGAIN AND SALE DEED

ABUER DECKER <sup>HAHAH</sup> (Grantor(s)), whose street address is WOLFENBACH RD City or Town of DURANGO County of LA PLATA and State of COLORADO, for the consideration of one dollars, (\$ 1), in hand paid, hereby sell(s) and convey(s) to Daniel Paul Broman (Grantee(s)) as  joint tenants,  tenants in common,  \_\_\_\_\_, whose street address is 827 Maxwell Ave Apt H, City or Town of Boulder County of Boulder and State of Colorado, the following real property in the County of Gunnison and State of Colorado, to wit:

known as: TBD  
Street Address City State Zip

with all its appurtenances (Property).  
**LOT 2 BLK 6 IRWIN B266 P414**

Signed this 19 day of MAY, 2020.

GRANTOR(S):

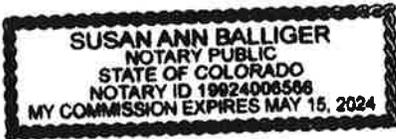
[Handwritten Signature]

STATE OF COLORADO )  
COUNTY OF La Plata ) ss.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2020, by Abeuer Decker Broman.

Witness my hand and official seal.

My commission expires: 5-15-2024



[Handwritten Signature]  
Notary Public

Gunnison County, CO  
6/1/2020 11:23:03 AM  
66

666736  
Page 1 of 1  
R 13.00 D 0.00









## WARRANTY DEED

THIS DEED, made this 23 day of June, 2016, between

Sarah Katherine Robbins and Michelle Elizabeth Keenan

Of the County of Gunnison, State of Colorado, grantor and

James D. Thomson and Barbara A. Thomson AS JOINT TENANTS

Whose legal address is 27 Rathnelly Avenue; Toronto, Ontario M4V 2M4 grantee:

WITNESSETH, That the grantor for and in consideration of the sum of One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of Gunnison and the State of COLORADO described as follows:

Lots 1 through 15, Block 29, TOWN OF IRWIN, according to the Plat recorded September 6, 1894 as Reception No. 70551,

County of Gunnison,  
State of Colorado.

also known by street address as: TBD Avenue G, Irwin, Colorado.  
and assessor's schedule or parcel number: 317934008001

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

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

Those items as set forth in the Commitment for Title insurance dated June 15, 2016 as Commitment No. G16-253, General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.



This Indenture, Made the 23rd day of September in the year of our Lord one thousand nine hundred and Forty Seven BETWEEN W. S. Slagle

of the County of Sioux and State of Iowa, part y of the first part, and The Forest Queen Mines Inc.

of the County of Gunnison and State of Colorado, part y of the second part.

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of One dollar and other valuable considerations 100 DOLLARS,

of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remised, released and forever quit-claimed, and by these presents do es grant, bargain, sell, remise, release and forever quit-claim unto the said part y of the second part and to his heirs and assigns the following Lode Mining Claims,

- The Forest King No. 1 . U.S. Survey No. 8067
The Forest King No. 2 . U.S. Survey No. 8067
The Ruby King . . . . . U.S. Survey No. 1209
The Republic . . . . . U.S. Survey No. 1348
The Forest Queen . . . . . U.S. Survey No. 745

also the following lots situated in the Town of Irwin,

- Lots Nos. 11, 12 and 13 in Block No. 3;
Lots Nos. 4, 6, 7, 8, 11, 12 and 13 in Block No. 4;
Lots Nos. 14 and 15 in Block No. 5.

together with all buildings, improvements, all machinery, mine equipment and tools now upon said premises. All located in Gunnison County, State of Colorado.

U. S. INT. REV. STAMPS ATTACHED
\$1.20 CANCELLED 4/17/47 BY S.E.H.

Together with all the dips, spurs and angles, and also all the metals, ores, gold and silver bearing quartz, rock and earth therein, and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and, also, all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said part y of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances; TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances and privileges thereto incident, unto the said part y of the second part, its heirs and assigns forever.

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

Signed, Sealed and Delivered in Presence of W. S. Slagle (SEAL)
(SEAL)
(SEAL)

IOWA
STATE OF IOWA
COUNTY OF Sioux
I, John Van Gronigen, A Notary Public,
in and for said County, in the State aforesaid, do hereby certify that W. S. Slagle

personally known to me as the person whose name is subscribed to the annexed Deed, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 23rd day of September, A. D. 1947

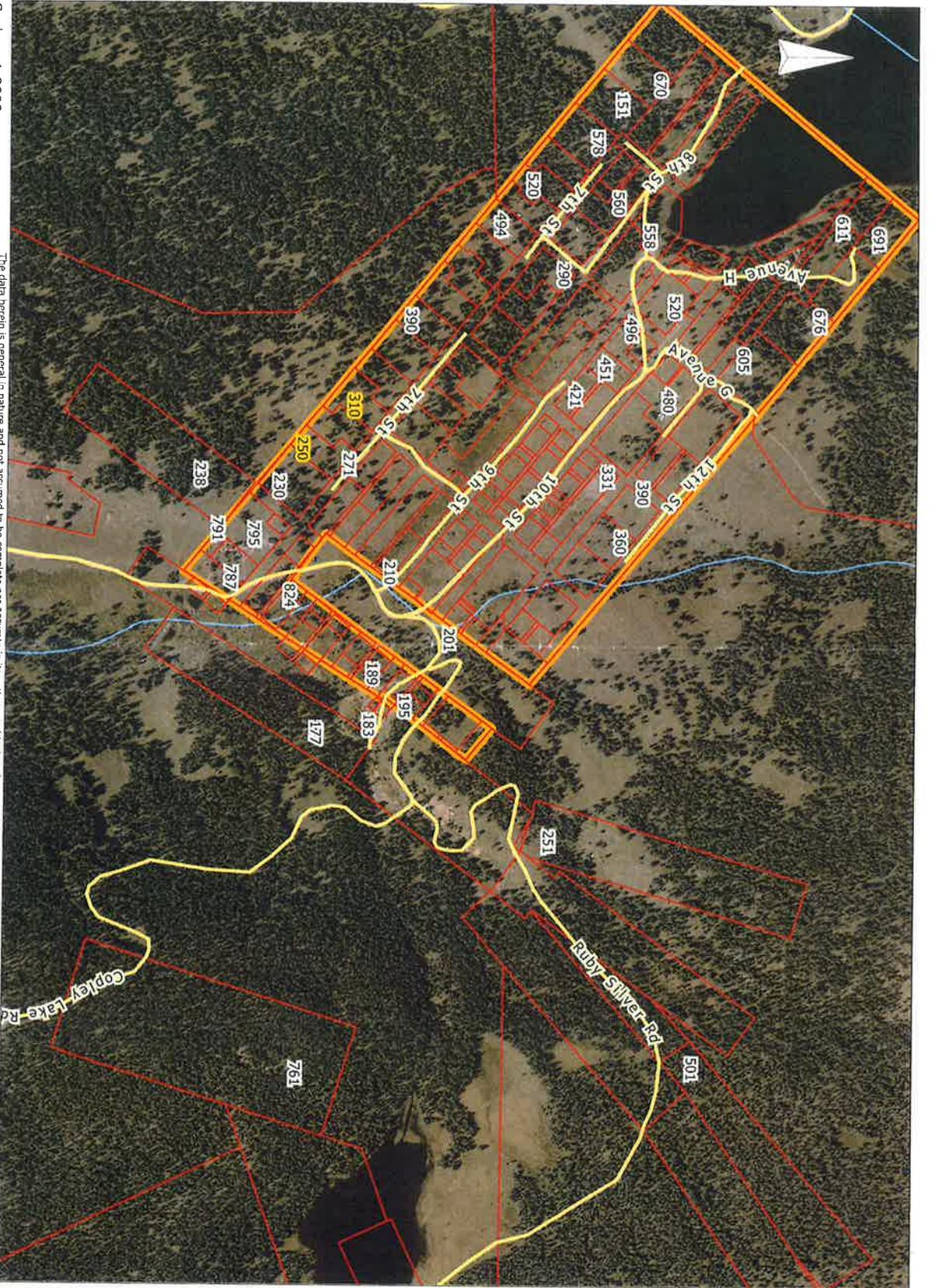
My commission expires July 4, 1948

(NOTIARIAL SEAL OF JOHN VAN GRONIGEN) John Van Gronigen
Notary Public in and for Sioux County, Iowa

Filed for record this 17th day of Nov., A. D. 1947, at 3:00 o'clock P.M.

Sam C. Hartman, Recorder.

By Deputy.

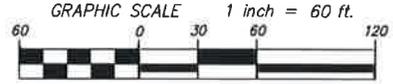


Scale = 1:8000

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 portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways.

Thursday, July 29, 2021

**IMPROVEMENT LOCATION CERTIFICATE**  
**LOTS 3, 4, 5, 14, 15, & 16, BLOCK 6**  
**TOGETHER WITH VACATED 12th STREET & ALLEY**  
**TOWN OF IRWIN**  
**COUNTY of GUNNISON, STATE of COLORADO**



**LAND DESCRIPTION**

Lots 3, 4, 5, 14, 15, 16, Block 6, Town of Irwin, TOGETHER WITH the vacated alley in said Block 6 that is contiguous with said lots 3 through 5 and lots 14 through 16, AND TOGETHER WITH that portion of the vacated 12th Street contiguous with said Lots 3, 4, and 5, according to the Plat thereof recorded 6 September 1894 at Reception No. 70551, COUNTY OF GUNNISON, STATE OF COLORADO

**NOTES**

- Boundaries are based The Plat of Irwin recorded 6 September 1894 at Reception No. 70551 of the records of Gunnison County. Lot Bearings and the location of the Town in relation to the National Lode, the Last Chance Lode and the Republic Lode are based on the "Irwin Boundary Survey" deposited as No. 189 on February 7, 1997 by Valley Survey, of the records of Gunnison County.
- Basis of Bearing is based on a record bearing of S15°30'W between a yellow plastic cap monument stamped "LS 9476" found at the northeasterly boundary corner of the Forfeit Lode MS 5520 and an aluminum cap monument stamped "LS 33647" found at the southeasterly boundary corner of the Forfeit Lode MS 5520.
- Land descriptions, easements, and encumbrances are based on Gunnison County Abstract Company's Title Commitment File No. G20-59 dated February 19, 2020. This survey does not represent a title search by this surveyor. Additional easements and encumbrances may exist.
- Distances & dimensions are in U.S. Survey Feet.
- Building Setbacks are not shown. Gunnison County's Land Use Resolution typically requires 25' Front Setback and 15' Side and Rear Setbacks. Please consult the County for further clarification on setbacks.

Ruta Martell Vandene  
 PO Box 3924 Crested  
 Butte, CO 81224

**MEASUREMENT ABBREVIATIONS**

- (R) - Record Measurement
- (M) - Measured in Field
- (C) - Calculated Measurement

**LEGEND**

- - Found no.5 rebar, no cap
- ⊙ - Found rebar and plastic cap, stamped "Benner LS 9476"
- ◆ - Found rebar and plastic cap, stamped "Bell LS 7361"
- ⬢ - Sign, Real Estate
- - Boundary Line of Davy Crockett Lode, Disputed
- - Portions of street requested to be vacated

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



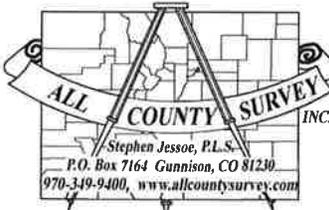
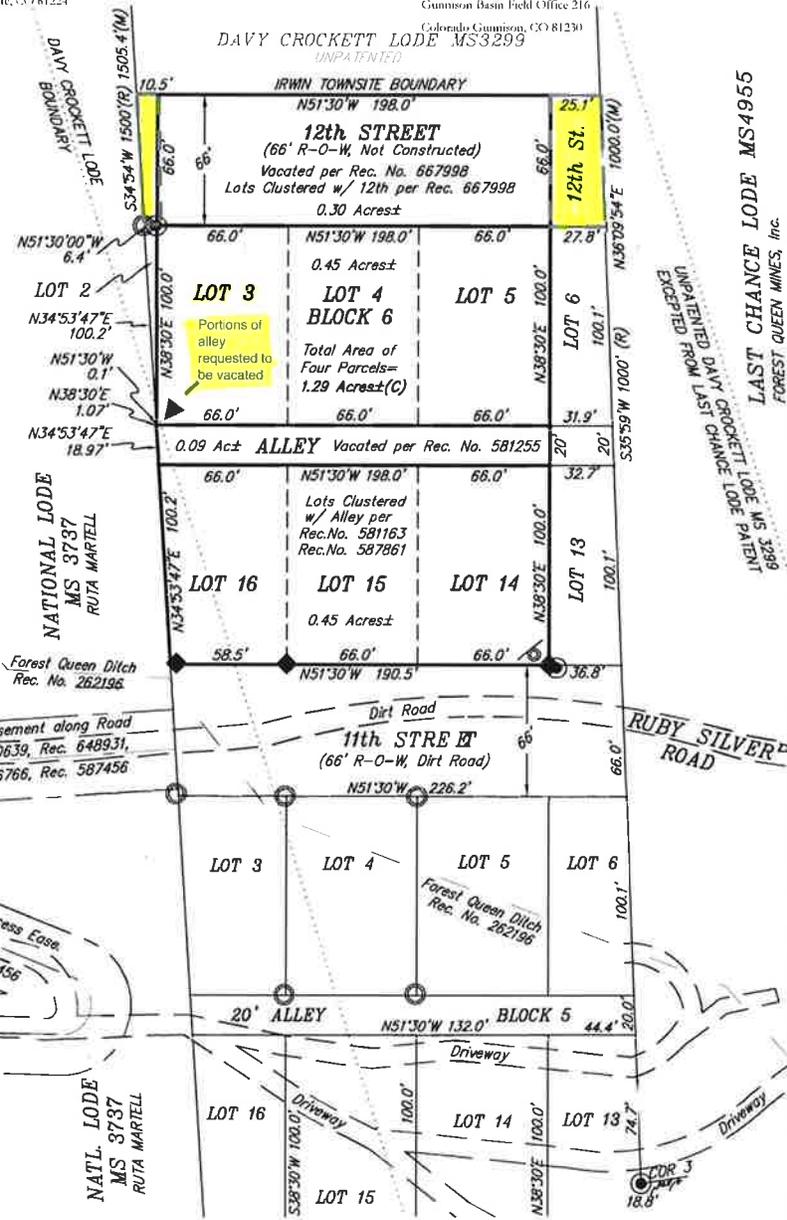
Erin Oliver; Sydney Schieren  
 15990 County Road 162 N. Hope,  
 CO 81236

**IMPROVEMENT LOCATION CERTIFICATE**

I hereby certify that this improvement location certificate was prepared for Daniel Paul Broman and Gunnison County Abstract Company that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines.  
 I further certify that the improvements on the above described parcel on this date, 18 September 2019, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.



Stephen L. Jessoe P.L.S. 38048  
 For and on behalf of All County Survey, Inc.



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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Gurnee, IL 60030

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee for each)

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To USFS

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7535-02-000-9497 See Reverse for Instructions

**U.S. Postal Service™  
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Elgin, IL 60120

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee for each)

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To Anthony Salazar

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7535-02-000-9497 See Reverse for Instructions

**U.S. Postal Service™  
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Cedarsburg, OH 44707

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee for each)

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

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Sent To Merla Stratman

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7535-02-000-9497 See Reverse for Instructions

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Northridge, CA 91329

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Extra Services & Fees (check box, add fee for each)

Return Receipt (hardcopy) \$0.00

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Sent To Erin Oliver / Sydney Scheren

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7535-02-000-9497 See Reverse for Instructions

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Sent To Beta Martell Vandrey

Street and Apt. No., or PO Box No.

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Cedarsburg, OH 44707

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Adult Signature Required \$0.00

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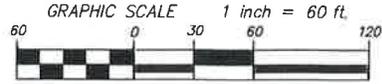
Sent To Elia and Karen Barbini

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7535-02-000-9497 See Reverse for Instructions

**IMPROVEMENT LOCATION CERTIFICATE**  
**LOTS 3, 4, 5, 14, 15, & 16, BLOCK 6**  
**TOGETHER WITH VACATED 12th STREET & ALLEY**  
**TOWN OF IRWIN**  
**COUNTY of GUNNISON, STATE of COLORADO**



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Ruta Martell Vandene  
 PO Box 3924 Crested  
 Butte, CO 81224

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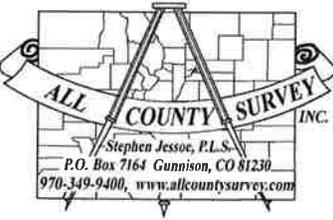
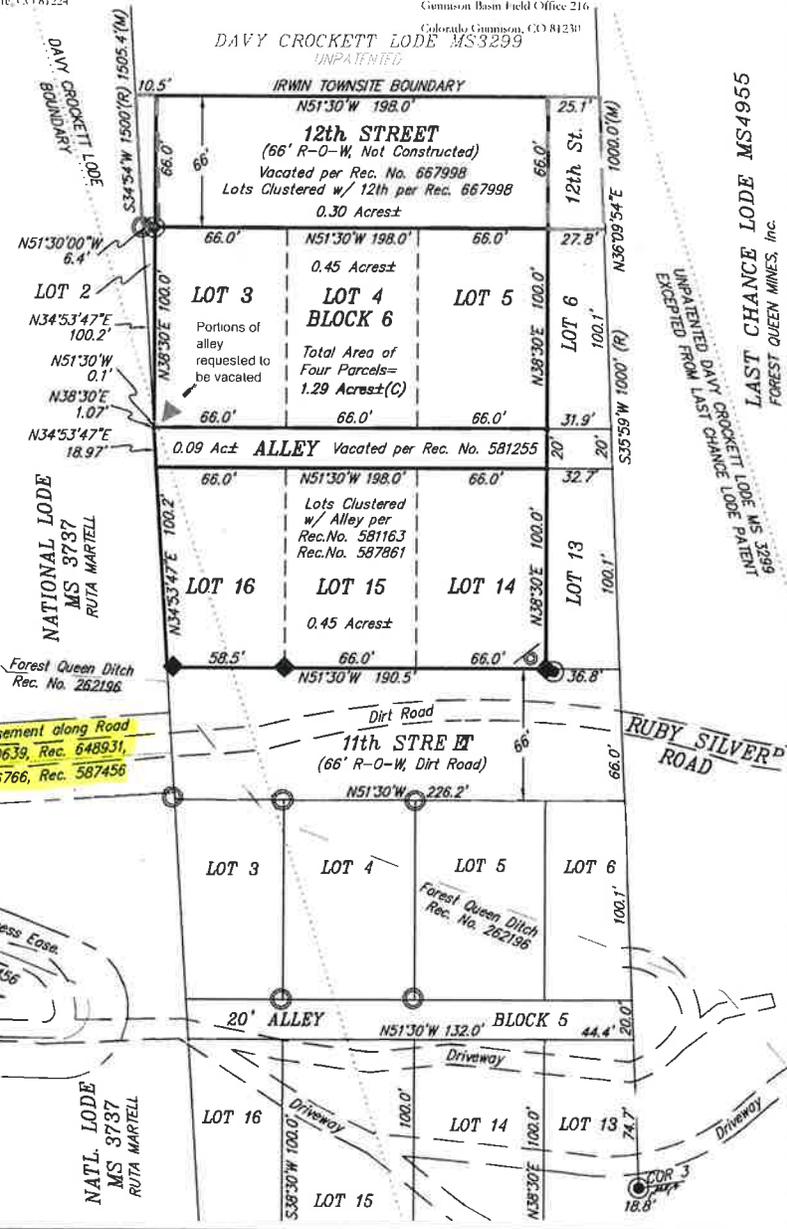
Erin Oliver: Sydney Scheren  
 15090 County Road 162 Natrop,  
 CO 81236

**IMPROVEMENT LOCATION CERTIFICATE**

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6 August 2020  
 Stephen L. Jessoe P.L.S. 38048  
 For and on behalf of All County Survey, Inc.



**LAST CHANCE LODE MS4955**  
**FOREST QUEEN MINES, Inc.**  
 UNPATENTED DAVY CROCKETT LODE MS 3299  
 EXCEPTED FROM LAST CHANCE LODE PATENT

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Public Hearing and Resolution; Vacating Certain Po

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** James & Barbara Thomson

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

James and Barbara Thomson have applied for a street/alley vacation request in Irwin. The vacation will allow them to cluster two large parcels into a single parcel.

**Fiscal Impact:** Administrative Fees have been paid

**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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/9/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 11/16/2021

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021-\_\_\_\_\_

A RESOLUTION VACATING CERTAIN PORTIONS OF STREETS AND ALLEY WITHIN  
THE TOWNSITE OF IRWIN, 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 from Barbara and James Thomson to vacate certain portions streets and an alley within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows:

That portion of the alley adjacent to Lots 1-15, Block 29; AND that portion of 11<sup>th</sup> Street adjacent to Lots 1-9, Block 29; AND that portion of 10<sup>th</sup> Street adjacent to Lots 10-15, Block 29, Townsite of Irwin, County of Gunnison County, State of Colorado; and

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

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare from the vacation of the above described portions of streets and alley lying within the Townsite of Irwin; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the certain portions of streets and alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

That portion of the alley adjacent to Lots 1-15, Block 29; AND that portion of 11<sup>th</sup> Street adjacent to Lots 1-9, Block 29; AND that portion of 10<sup>th</sup> Street adjacent to Lots 10-15, Block 29, Townsite of Irwin, County of Gunnison County, State of Colorado; and

It is the specific intent of the Board that the vacation of the above described portions of streets and alley lying within the Townsite of Irwin 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.
2. Lot Cluster Agreement

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

## Street Vacation Checklist Items from the Applicant

#1.	Signed Application Letter	<input checked="" type="radio"/> Yes	No	N/A
	Proof of Ownership	<input type="radio"/> Yes	No	N/A
	Location Map	<input checked="" type="radio"/> Yes	No	N/A
#2	Identification of Area to be Vacated	<input checked="" type="radio"/> Yes	No	N/A
	Narrative describing the area (see letter)	<input checked="" type="radio"/> Yes	No	N/A
	Shown on a map/plat/etc	<input checked="" type="radio"/> Yes	No	N/A
#3.	Application Fees Paid	<input checked="" type="radio"/> Yes	No	N/A
#4.	Certified Mail to Adjacent Property Owners (copies of receipts)	<input checked="" type="radio"/> Yes	No	N/A
#5.	Survey of Property	<input type="radio"/> Yes	<input checked="" type="radio"/> No	N/A

## Street Vacation Checklist PWD Review

Public Works recommends the findings as follows:

#1.	Public Notice	Work with Admin & set Public Hearing Date & Time			
		(2x in local newspaper)	<input checked="" type="radio"/> Yes	No	N/A
		<i>Times + EB News</i> County Website	Yes	<input checked="" type="radio"/> No	N/A
		Notice to Utility Companies	<input checked="" type="radio"/> Yes	No	N/A
		<i>no utilities</i>			
		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		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 public health, safety or welfare	Yes	<input checked="" type="radio"/> 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 <i>large cluster of multiple small lots</i>	<input checked="" type="radio"/> Yes	No	N/A
2-13	Public Benefits (may include a benefit not on this list)			
	Lot Cluster	<input checked="" type="radio"/> Yes	No	N/A
	OWTS build or improvement	Yes	<input checked="" type="radio"/> No	N/A
	Increased safety of route	Yes	<input checked="" type="radio"/> No	N/A
	Unbuildable route	Yes	<input checked="" type="radio"/> No	N/A
	Unreasonable scar on landscape	Yes	<input checked="" type="radio"/> No	N/A
2-14	Impacts on maintenance of structures deemed Necessary by the County	Yes	<input checked="" type="radio"/> No	N/A

**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 ALLEY AND CERTAIN  
STREETS IN THE TOWNSITE OF IRWIN, COLORADO**

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Barbara and James Thomson to vacate a portion of a certain alley and certain streets in the Townsite of Irwin, Colorado. The portion of the alley and streets that the petitioners seek to have vacated is described as follows:

That portion of the alley adjacent to Lots 1-15, Block 29; AND that portion of 11<sup>th</sup> Street adjacent to Lots 1-9, Block 29; AND that portion of 10<sup>th</sup> Street adjacent to Lots 10-15, Block 29, Townsite of Irwin, County of Gunnison, State of Colorado. The public hearing will be held on **November 16, 2021, at 9:10 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 11/1/21 and 11/8/21.

27 Rathnelly Ave.  
Toronto, ON M4V 2M4  
CANADA

6 September 2021

Marlene Crosby  
Department of Public Works  
195 Basin Park Dr.  
Gunnison, CO 81230

Re: Street/Alley Vacation Request

Dear Marlene:

This is a request to vacate one alley and portions of two streets in the Irwin township. We are following the instructions Debbi Furchau sent us about five years ago. I stopped by your office a few weeks ago to check for updated instructions, but Debbi told me they are the same as what I already had.

(a) Applicant's name, address and phone number;

Barbara and James Thomson  
27 Rathnelly Ave.  
Toronto, ON M4V 2M4  
416-927-0493 (home)  
416-509-1717 (B cell)  
416-274-9330 (J cell)  
barbara.thomson@bell.net  
james.thomson@utoronto.ca

(b) Legal description of the street or alley;

**Alley:** Block 29, from Avenue H to Avenue G, i.e., the alley with lots 1-9 on one side and 10-18 on the other.

**Street #1:** 11<sup>th</sup> Street between Avenue H and Avenue G, i.e., the street with Block 29, Lots 1-9 on one side and Block 30, Lots 10-18 on the other.

**Street #2:** 10<sup>th</sup> Street between Avenue H and Avenue G, i.e., the street with Block 29, Lots 10-15 on one side and on the other side: Block 28, Lots 7-10 (Thomson) and Lots 15-16 (Town of Crested Butte).

- (c) Name, address and phone number of the person or firm authorized to represent the applicant;  
NA
- (d) Map showing location of the section to be vacated which also shows names and addresses of all owners of property adjacent to the section of street or alley to be vacated;  
The attached map shows the last names of all the property owners involved (Thomson, Morrison, Berglund) except for the parcels that Avenue H crosses in Blocks 28 and 29. Those parcels are owned by the Town of Crested Butte. Here are the addresses:  
Seth Morrison, P. O. Box 411, Crested Butte, CO 81224-0411  
Jane Berglund, P. O. Box 1553, Crested Butte, CO 81224-1553  
Town of Crested Butte, P. O. Box 39, Crested Butte, CO 81224-0039
- (e) If any portion of the street and/or alley is within a subdivision or is adjacent to a subdivision lot the applicant must provide the names and addresses of all property owners within the subdivision;  
NA
- (f) The administrative fee of Five Hundred Dollars (\$500.00) is due and payable with the application.**

Thank you for your attention to this matter.

Sincerely,



Barbara A. Thomson



## WARRANTY DEED

THIS DEED, made this 27 day of June, 2016, between

Sarah Katherine Robbins and Michelle Elizabeth Keenan

Of the County of Gunnison, State of Colorado, grantor and

James D. Thomson and Barbara A. Thomson AS JOINT TENANTS

Whose legal address is 27 Rathnelly Avenue; Toronto, Ontario M4V 2M4 grantee:

WITNESSETH, That the grantor for and in consideration of the sum of One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of Gunnison and the State of COLORADO described as follows:

Lots 1 through 15, Block 29, TOWN OF IRWIN, according to the Plat recorded September 6, 1894 as Reception No. 70551,

County of Gunnison,  
State of Colorado.

also known by street address as: TBD Avenue G, Irwin, Colorado.  
and assessor's schedule or parcel number: 317934008001

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

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

Those items as set forth in the Commitment for Title insurance dated June 15, 2016 as Commitment No. G16-253, General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

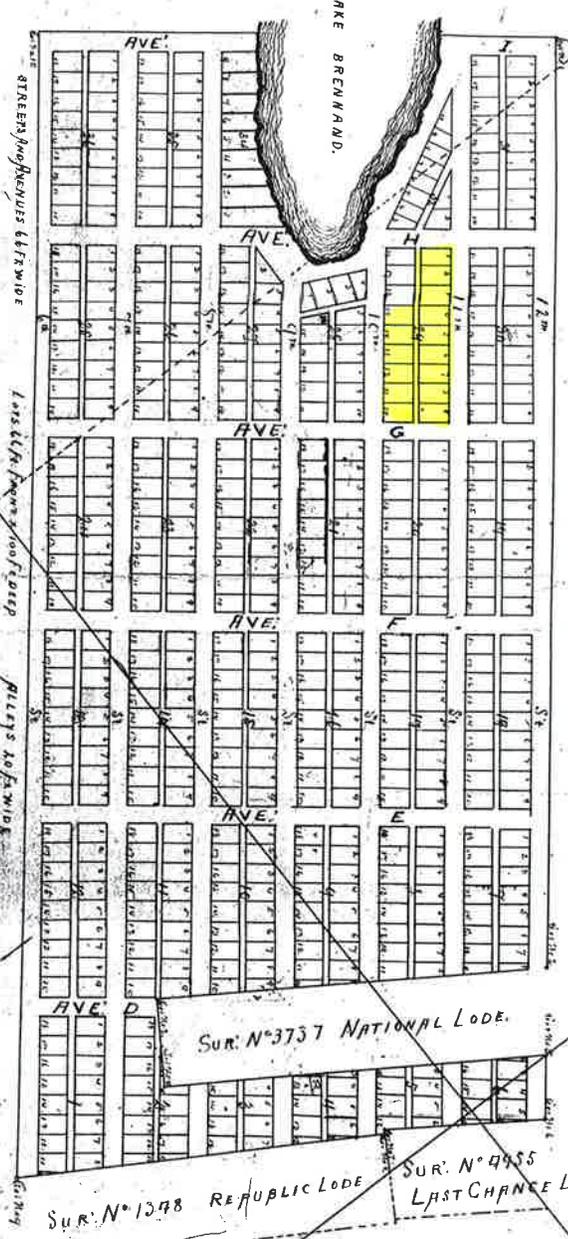
The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.





# 902571

State of Colorado  
County of Larimer  
Survey of the 1st 1/4 of Sec 10  
T12N R10W  
Record as per office of  
S. C. Green with plat No. 104  
and recorded in Plat Book  
Page 87, Jan 11, 1899  
Recorder



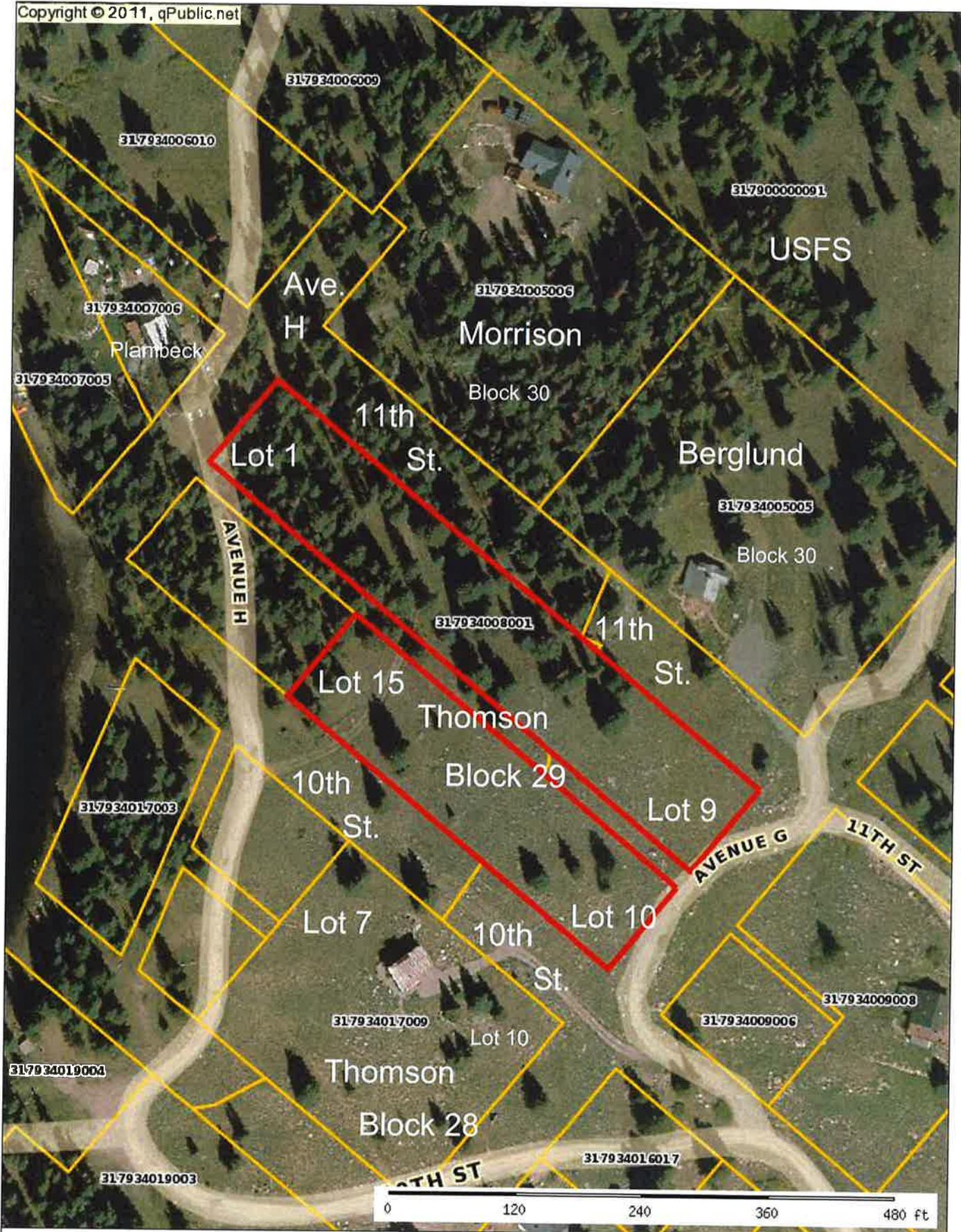
It is hereby certified that the within plat  
is a true and correct copy of the original  
as shown to the Surveyor General of  
Colorado, July 22, 1899. It is also certified  
that the within plat is a true and correct  
copy of the original as shown to the  
Surveyor General of Colorado, July 22, 1899.  
Witness my hand and the seal of the  
Department of Public Lands at Denver,  
Colorado, this 22nd day of July, 1899.

State of Colorado  
County of Larimer  
Survey of the 1st 1/4 of Sec 10  
T12N R10W  
Record as per office of  
S. C. Green with plat No. 104  
and recorded in Plat Book  
Page 87, Jan 11, 1899  
Recorder

IRWIN  
GUNNISON COUNTY  
COLORADO

SECTION FIFTEEN

Colorado



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

Description	Amount
<b>Gunnison County Public Works Transaction</b>	<b>\$500.00</b>
<b>Service Fee</b>	<b>\$12.02</b>
<b>TOTAL</b>	<b>\$512.02</b>

**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
	<b>Total</b>			<b>\$512.02</b>

*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**

<b>Customer Name</b>	Barbara Thomson	<b>Receipt Date</b>	9/20/2021
<b>Local Reference ID</b>	f2f8fd7a-5d0f-4cee-9d49-ac6e0f12e8d2	<b>Receipt Time</b>	08:07:47 AM MDT

**Payment Information**

<b>Payment Type</b>	Credit Card	<b>Credit Card Num...</b>	*****9349
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7019 0140 0000 1877 6113

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Certified Mail Fee	\$3.75	0777
\$	\$3.05	05
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$7.38	

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11/02/2021

Sent To: **Karl Plambeck**  
 Street and Apt. No., or PO Box No.: **PO Box 63**  
 City, State, ZIP+4®: **Cornelian Bay, CA 96140-0063**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0140 0000 1877 6021

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Crested Butte, CO 81224

Certified Mail Fee	\$3.75	0777
\$	\$3.05	05
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$7.38	

Postmark  
Here

11/02/2021

Sent To: **Steven Church**  
 Street and Apt. No., or PO Box No.: **PO Box 905**  
 City, State, ZIP+4®: **Crested Butte, CO 81224**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0140 0000 1877 6007

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Concord, NH 03301

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\$	\$3.05	05
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$7.38	

Postmark  
Here

11/02/2021

Sent To: **Christopher Dill + Chani Marchiselli**  
 Street and Apt. No., or PO Box No.: **105 South Street**  
 City, State, ZIP+4®: **Concord NH 03301-2719**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0140 0000 1877 6038

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

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Charlottesville, VA 22902

Certified Mail Fee	\$3.75	0777
\$	\$3.05	05
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$7.38	

Postmark  
Here

11/02/2021

Sent To: **Mary Molunphy**  
 Street and Apt. No., or PO Box No.: **509 Court SQ - Apt 604**  
 City, State, ZIP+4®: **Charlottesville, VA 22902-5146**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Crested Butte, CO 81224

Certified Mail Fee	\$3.75	0777
\$	\$3.05	05
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$7.38	

Postmark  
Here

11/02/2021

Sent To: **Jane Beralund**  
 Street and Apt. No., or PO Box No.: **PO Box 1553**  
 City, State, ZIP+4®: **Crested Butte, CO 81224**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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\$	\$3.05	05
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$7.38	

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11/02/2021

Sent To: **Julia Louise Adams**  
 Street and Apt. No., or PO Box No.: **PO Box 8642**  
 City, State, ZIP+4®: **Crested Butte, CO 81224**

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Extra Services & Fees (check box, add fee as appropriate)	\$3.05
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$7.38

0777  
05  
Postmark  
Here  
11/02/2021

Sent To  
Amanda / Warren Sciortino  
Street and Apt. No., or PO Box No.  
PO Box 3713  
City, State, ZIP+4®  
Crested Butte CO 81224  
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$7.38

0777  
05  
Postmark  
Here  
11/02/2021

Sent To  
Town of Crested Butte  
Street and Apt. No., or PO Box No.  
PO Box 39  
City, State, ZIP+4®  
Crested Butte, CO 81224  
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0140 0000 1877 5918

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Certified Mail Fee	\$3.75
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$7.38

0777  
05  
Postmark  
Here  
11/02/2021

Sent To  
Seth Morrison  
Street and Apt. No., or PO Box No.  
PO Box 411  
City, State, ZIP+4®  
Crested Butte CO 81224  
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

27 Rathnelly Ave.  
Toronto, ON M4V 2M4  
CANADA

17 September 2021

Re: Lot Cluster Application #LUC-21-00051

Beth Baker  
Gunnison County Community and Economic Development Department  
221 N. Wisconsin St., Ste. D  
Gunnison, CO 81230

Dear Beth:

Thank you for your memo of September 14 listing the incomplete items for our lot cluster application.

James and I attest that there are no liens or mortgages on either of our parcels in Irwin (one parcel in Block 28 and one in Block 29). Both parcels are owned free and clear.

We also verify that we are attempting to create one lot containing our eight lots in Block 28 plus our 15 lots in Block 29. We are hoping to include the alley in Block 29 and parts of 10<sup>th</sup> and 11<sup>th</sup> Streets, assuming Public Works allows their vacation.

We are also attaching the completed Declaration and Agreement with our notarized signatures.



Barbara A. Thomson



James D. Thomson

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Lot Cluster Agreement and Declaration; James and B

---

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

James & Barbara Thomson requests lot cluster lots 7-14 Blk 28 & 1-15 , Blk 29 , Irwin

**Fiscal Impact:**

**Submitted by:** Beth Baker

**Submitter's Email Address:** bbaker@gunnisoncounty.org

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 10/28/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 5

Agenda Date: 11/16/2021

---



Date: October 5, 2021

RE: Lot Cluster  
LUC-21-00051  
James and Barbara Thomson

The applicants have applied for a lot cluster, in conjunction with a street and alley vacation. Lots 1-15, Blk 29, and Lot 7-14, Blk 28 Town of Irwin. Lot 7-14, Blk 28 was clustered in 1996 and is legally one lot.

- The County Attorney and Director of Community and Economic Development has reviewed and agreed to the BOCC review of the application.
- The taxes are current
- There are no liens on the property

You may review the file:

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

projects

Search by application number- LUC-21-00051

Click on file

Attachments

View

Thanks,  
Beth Baker  
Gunnison County Community and Economic Development



## APPLICATION TO COMBINE EXITING PARCELS OF REAL PROPERTY IN GUNNISON COUNTY

Gunnison County Community Development Department 221 N. Wisconsin St. Gunnison, CO  
Telephone: 970-641-0360 FAX: 970-641-8585

**Application Fee- \$260.00**

<b>APPLICANT/ Owners : James and Barbara Thomson</b>		
<b>PRIMARY CONTACT: Barbara Thomson</b>		
<b>MAILING ADDRESS: 27 Rathnelly Ave.</b>		
<b>CITY: Toronto</b>	<b>PROVINCE: Ontario</b>	<b>POSTAL CODE: M4V 2M4 CANADA</b>
<b>PHONE (home): (416) 927-0493</b>		<b>(cell): (416) 509-1717</b>
<b>E-MAIL ADDRESS: barbara.thomson@bell.net</b>		<b>E-MAIL ADDRESS: james.thomson@utoronto.ca</b>
<p>1. <b>LEGAL DESCRIPTION.</b> The undersigned (is) (are) the owner (s) of the following described adjacent parcels of real property in Gunnison County, Colorado (<b>insert or attach the full legal description</b>):</p> <p>LOTS 7-14 AND ADJACENT ALLEY, BLOCK 28, IRWIN</p> <p>LOTS 1-15, BLOCK 29, IRWIN</p> <p>We are asking the Public Works Department to vacate the following:</p> <p><b>Alley:</b> Block 29, from Avenue H to Avenue G, i.e., the alley with lots 1-9 on one side and 10-18 on the other.</p> <p><b>Street #1:</b> 11<sup>th</sup> Street between Avenue H and Avenue G, i.e., the street with Block 29, Lots 1-9 on one side and Block 30, Lots 10-18 on the other.</p> <p><b>Street #2:</b> 10<sup>th</sup> Street between Avenue H and Avenue G, i.e., the street with Block 29, Lots 10-15 on one side and on the other side: Block 28, Lots 7-10 (Thomson) and Lots 15-16 (Town of Crested Butte).</p> <p>If approved, those vacated areas would also become part of the lot cluster.</p>		

and any adjacent street or alley that is or  
may be vacated. County of Gunnison, State of  
Colorado.

2. **REQUEST TO COMBINE LOTS AND VACATE BOUNDARY LINE(S).** The undersigned desire(s) to create a single undivided building lot from the adjacent parcels described above; the undersigned expressly desires to vacate the boundary line(s) between such adjacent parcels. (Signature blocks on last page of application)

3. **LIEN OR MORTGAGE HOLDER ADDRESS(ES).** For each parcel described in #1, above, state the name, address and telephone number of each lien and or mortgage holder and briefly describe each lien and/or mortgage: Attach information  
**There are no liens or mortgages on the properties involved.**
4. **LIEN OR MORTGAGE HOLDER CONSENT.** For each lien and/or mortgage described in #4, above, as applicable, provide notarized letters of consent or a signed and notarized subordination to the lot cluster from lien or mortgage holders of the individual pre-clustered lots; the lien/mortgage holder is required to sign the attached "Lot Cluster Agreement and Declaration."  
**NA**
5. **PROTECTIVE COVENANTS OR DEED RESTRICTIONS.** Attach a copy of the applicable Declaration of Protective Covenants, and /or deed restriction.  
**Attached**
6. **NOTARIZED SIGNATURES.** Provide a notarized signature and affirmation that the application complies with applicable covenants or deed restrictions, by an authorized representative for the association that administers the protective covenants, or by the beneficiary of the deed restriction, as applicable.  
**See page 5.**
7. **LOCATION WITHIN SPECIAL DISTRICT.** Identify each district or entity (such as a water and sanitation district) that provides service to each lot described in #1, above. Approval of this application to combine the described parcels or lots does NOT affect fees, assessments, or charges regarding any serve to those lots; changes to those fees, assessments or charges can only be made by such districts.  
**NA**
8. **CONSENT BY UTILITIES.** As applicable, notarized letters of consent to the lot cluster from utility companies whose facilities are located in legal easements on or adjacent to the proposed clustered lots, and a copy of the easement agreements, if such agreements exist.  
**NA**

**SITE PLAN.** All the listed information **MUST** be shown on the drawing, as applicable. The site plan must be legible, clearly marked, on 8.5 x 11 inch paper, with a scaled representation of the lots.

9.

- Exterior lot lines for all parcels described in #1, above
- All existing and proposed structures – **no proposed structures**
- Locations of driveways and parking areas/spaces
- Locations of utilities (septic tanks, leach fields, wells, electric, gas, telephone or cable lines)
- Distance of structures from property lines
- Easements (include width as well as locations) – **none**
- Irrigation and drainage ditches -- **none**
- Boundary line(s) to be vacated between lots
- If the lots are located within a platted townsite or recorded subdivision, indicate on the site plan the date, book and page or receipt numbers as recorded in the Office of the Gunnison County Clerk and Recorder.
- The lots immediately adjacent to all boundaries of the lots that will be clustered.

Each undersigned applicant, for themselves, their heirs, successors, personal representatives and assigns, declares an intention to combine the parcels described in #1, above, into one lot to be maintained as one new integrated single building lot and further declares an intention that no portion of such new lot constituting less than the entire new lot may be conveyed, mortgaged, encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to those required by 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. Nothing in this Agreement is or shall be construed to be a waiver of applicable County building, sewage disposal, driveway and/or other permit requirements.

Date: \_\_\_\_\_ 9/7/21 \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ *James D. Thomas*  
Owner/ Applicant

Date: \_\_\_\_\_ 9/7/21 \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ *Barbara A. Thomas*  
Owner/ Applicant

**AUTHORIZATIONS**

Date: \_\_\_\_\_

\_\_\_\_\_ Gunnison County Attorney

Date: \_\_\_\_\_

\_\_\_\_\_ Gunnison County Community Development Director

<b>DATE RECEIVED</b> <b>(Community Development Dept):</b> _____ <b>BY:</b> _____
--

This application complies with applicable covenants of the Irwin Community Association.

*Barbara A. Thomson*

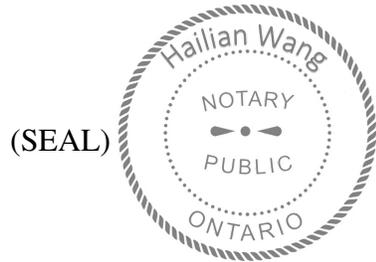
Barbara A. Thomson, Secretaary, Irwin Community Association

STATE OF Province of Ontario )  
 ) ss.  
COUNTY OF Town of Stouffville )

The foregoing instrument was acknowledged before me this 8th day of September , 2021, by Barbara A. Thomson.

My commission expires: Commission does not expire

Witness my hand and official seal.



Notary Public  
Hailian Wang  
Ontario Paralegal and Notary Public  
Law Society of Ontario Licensee P16391

Signed electronically before me in Stouffville, Ontario while the Declarant was located in Toronto, Ontario in accordance with Reg. 431/20 and the Ontario Electronic Commerce Act and securely online via video.

Please contact Notary Pro for any questions about this document and refer to the Document History page attached below for the electronic audit trail.

Notary Pro - [www.notarypro.ca](http://www.notarypro.ca) - 1-888-313-0909  
[support@notarypro.ca](mailto:support@notarypro.ca)

## **DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS IRWIN COMMUNITY ASSOCIATION**

THIS DECLARATION is filed with Gunnison County the 20th day of April, 1994, and the 4th day of August, 1994, by the Owners of the hereinafter described real property in the Town of Irwin, County of Gunnison, State of Colorado (“Owners”) their successors and assigns.

WITNESS THAT WHEREAS, the Owners desire to create a residential community, preserving the historical and aesthetic integrity, open spaces and common facilities for fire protection, road maintenance and the like;

WHEREAS, the Owners desire to provide for the preservation of values and amenities in said community and to this end desire to subject the real property described in Article I of this Declaration, together with such additions as may hereafter be made thereto, to the covenants, conditions and restrictions set forth herein, each and all of which are for the benefit of the property and the Owners;

WHEREAS, the Owners are incorporating under the laws of the State of Colorado, as a non-profit corporation, the Irwin Community Association, a property owners’ association, (“Association”) for the efficient preservation of the values and amenities of the property described, and have delegated and assigned the powers of maintaining, administering and enforcing covenants and restrictions and collecting and distributing dues created herein; and

WHEREAS, the Owners desire to establish certain standards covering the property described by means of protective covenants so as to secure to each individual Owner the full benefit and enjoyment of his/her property with no greater restrictions on the free and undisturbed use and enjoyment of his/her property than is necessary to insure the same advantage to other similar property Owners and to insure lasting beauty and investment value of the property.

NOW, THEREFORE, in consideration of the acceptance hereof by the several Owners, purchasers and grantees of the described property, their heirs, successors, assigns, representatives and all persons or concerns claiming by or through such grantees of deeds to tracts of land described herein, together with such additions as may be made thereto, the Owners hereby declare and agree with the Association and each and every person who shall be or shall become an Owner of any of the said tracts of the described property, in addition to the ordinances of the County of Gunnison, Colorado, that they shall be and hereby are bound by the covenants set forth herein and the property described in these restrictions and any amendment hereto shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements:

## ARTICLE I

### LAND COVERED BY THIS DECLARATION

The following real property situated in the County of Gunnison, State of Colorado, more particularly described as follows, is to be covered by these covenants, conditions and restrictions:

**Block 1; Und 1/2 int in Lot 1, Lots 2-3 and 15-18 (alley adj), and Lots 7-8, 11-12**

**Block 8; Lots 1-6, W1/2 and E2/3 of E1/2 of 13, 14-18 (streets and alley)**

**Block 10; E1/2 of Lot 8 and Lot 9**

**Block 13; Lots 1-2, 17-18**

**Block 16; E2/3 of Lot 15**

**Block 18; Lots 4-6, 13-15**

**Block 19; Lots 6-13**

**Block 20; Lots 1-5, 15-16**

**Block 21; Lots 3-9, 11-12, 14-18**

**Block 25; Parcel 11 (Lots 6-7, 11-13, alley, part of 6<sup>th</sup> St)**

**Block 27; Lots 6-14 (alley and G Street adj)**

**Block 28; Lots 7-14 (alley adj)**

**Block 29; Lots 1-15**

**Block 30; Lots 5-14 (alley adj)**

**Block 31; Lots 1-15 (12<sup>th</sup> St adj, alley adj, Ave I adj)**

## ARTICLE II

### PROTECTIVE COVENANTS

The property herein above described will abide by the regulations in *The Gunnison County Land Use Regulation*. In addition, said property is made specifically subject to the following:

1. *Camping*. Camping on the Owner's site by the Owner or his/her guests will be allowed for a period not to exceed 4 weeks at any one stay. All camping equipment must be removed at the expiration of the camping period. Camping shall be permitted only when proper sanitary facilities are provided.

2. *Water and Sewage*. All buildings designed for human occupancy shall be connected with water and sanitary services. All individual water and sewage disposal systems shall be constructed, installed, and maintained in compliance with all applicable rules and regulations of any government entities having jurisdiction over the property. Hazardous wastes shall be disposed of properly.

3. *Residential Use*. Except as otherwise provided herein, all property shall be used exclusively for residential and recreational purposes.

4. *Mining and Drilling*. No property except mining claims shall be used for the purpose of mining, quarrying, drilling, boring, exploring for, or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, or earth except for the installation of private or shared water wells and the diversion of springs as provided by applicable law and except for the removal of stone or rocks for purposes of construction on the property.

5. *Occupancy*. No property shall be used for residence, living, or sleeping purposes other than rooms designed for such purpose in a completed structure, provided, however, that one tent, motorhome, pickup camper, camper trailer, or other recreational vehicle may be used for no more than two weeks per calendar month. However, a structure used temporarily as a residence or storage facility during the actual construction on that property will be permitted for a period not to exceed a total of 120 days, as long as a building permit has been issued by the county.

6. *Commercial Use*. No commercial or business enterprise of any nature shall be allowed or permitted on any property, provided, however, that the Owner of the lot may be permitted to rent or lease the family residence and/or guest house. Home occupations employing not more than two non-residents of that property are allowed as long as there is no commercial advertising in the townsite and provided that such activities do not create unusual traffic hazards or any significant noise, dust, fumes, odor, smoke, glare, or waste disposal problems.

7. *Lighting*. Outdoor lights, for example, mercury vapor lights, which create a glare or glow causing visual discomfort to other Owners shall not be permitted.

8. *Hazardous Activities*. No activities shall be allowed or conducted on the property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no fireworks or explosives or repetitive casual discharge of firearms and no hunting shall be permitted in the townsite; no open fire shall be permitted on the land except in an attended and contained pit.

9. *Minimum Building Site Size.* To preserve privacy, attractive settings, and the environment, the minimum number of lots for a future building site is 6 contiguous lots per single family dwelling (about 1 acre), whether the site includes a septic system or not. These 6 lots could be separated by an alley, but not by a street or avenue. Furthermore, the construction of structures or other improvements on such lots shall be limited to one single family residence, one detached guest house, one attached or detached garage, and one barn or shed per 6 contiguous lots. Any property consisting of fewer than 6 lots with existing structures as of the date of execution of this Declaration shall be exempted from the restriction contained in this section.

#### ADDITIONAL GUIDELINES

1. *Generators.* We prefer a limited dependence on generators in new houses. The primary energy source should be photovoltaics or other quiet energy sources, once a home has been completed. Special needs of Owners will be considered by the Association.

2. *Snowmobiles.* We prefer that any operation of snowmobiles within the townsite of Irwin be for purposes of ingress and egress only and that any operation of snowmobiles for recreational purposes not take place within the townsite of Irwin.

3. *Architectural Guide.* To provide architectural continuity with existing structures and to avoid detracting from our gorgeous scenery, new construction shall be predominately log, log veneer, or other wood or stone that blends into and harmonizes with the local environment. All metal or plastic wall siding is prohibited. Any structures or other improvements existing as of the date of execution of this Declaration shall be exempted from the restrictions contained in this section, but replacements or additions to those structures or other improvements shall be required to comply with the restrictions of this section.

### ARTICLE III

#### ENFORCEMENT

1. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration or the Bylaws of the Association. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Prior to any enforcement at law or in equity as provided herein above, the Owner(s) or the Association, as the case may be, shall first give written notice of any violation or perceived violation to the Owner in question demanding that such Owner take immediate steps to cure any such violation and giving such Owner not less than thirty days time to do so prior to the institution of legal proceedings to enforce the terms hereof. In no event shall the thirty day period commence to run until the opening of the road into Irwin for the summer to vehicular traffic. The prevailing party in any such proceedings shall be entitled to an award of reasonable attorneys' fees and costs.

3. The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty years from the date hereof, after which time they shall be automatically extended for successive periods of ten years each. This declaration may be amended to include additional declarants and lands at any time by the assent of the Owners thereof to the terms and conditions of this Declaration.

## ARTICLE IV

### AMENDMENT OF DECLARATION

This Declaration may be amended, altered, changed, added to, or repealed by the affirmative vote of three-quarters of the members, as set forth in Article III, Section 1 of the Bylaws of the Irwin Community Association at any regular or special meeting of the members; also provided, however, that no change of the date for the annual meeting of members shall be made within thirty days before the day on which such meeting is to be held, unless consented to in writing or by e-mail, or by resolution adopted at a meeting, by all members entitled to vote at the annual meeting.

## Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

**Document name:** Lot Cluster Request 665715319 Barbara Thomson  
**Document created:** 09/07/2021 21:25:51  
**Document pages:** 10  
**Document ID:** 53ccf8c6b9164305af2efaf1d5fd76c4508621fc  
**Document Sent:** 09/08/2021 13:12:08 UTC  
**Document Status:** Signed  
 09/08/2021 13:18:37UTC

**Sender:** online@notarypro.ca  
**Signers:** notary@notarypro.ca (NotaryPro), barbara.thomson@bell.net (NotaryPro)  
**CC:**

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**LOT CLUSTER AGREEMENT AND DECLARATION**

Date of Meeting \_\_\_\_\_ ( filled in by staff)

**THIS LOT CLUSTER AGREEMENT AND DECLARATION** is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and James D. Thomson  
(Owner)

Barbara A. Thomson  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

**RECITALS:**

**Legal Description:** Complete – please attach if too long

Lots 1 through 15, Block 29, TOWN OF IRWIN, according to the plat recorded September 6, 1894 as Reception No. 70551, County of Gunnison, State of Colorado. Also known by street address as: TBD Avenue G, Irwin, Colorado and assessor's schedule or parcel number: 317934008001

(Please see attached for Block 28.)

and any adjacent street or alley that is or may be vacated.,  
County of Gunnison  
State of Colorado

- 2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

**NOW, THEREFORE, it is agreed that:**

- 1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective 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 *Lot Cluster Agreement and Declaration* 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. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster 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, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: September 17, 2021

James D. Thomson  
 \_\_\_\_\_  
 Owner

Date: September 17, 2021

Barbara A. Thomson  
 \_\_\_\_\_  
 Owner

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**Mortgage or Lien Holder**

Province of Ontario, Canada

~~STATE OF COLORADO~~ )

City of Toronto )ss

~~COUNTY OF GUNNISON~~ )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September 2021  
 by James D. Thomson and Barbara A. Thomson (Owner/s).

Witness my hand and official seal.

My Commission expires: is for life

Earl Stanley Heiber  
 \_\_\_\_\_  
 Notary Public EARL STANLEY HEIBER

Address: Suite 304  
 10 Alcorn Avenue  
 Toronto, Ontario, Canada  
 M4V 3A9

~~STATE OF COLORADO~~ )  
 )ss  
~~COUNTY OF GUNNISON~~ )



The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Address:

Date: \_\_\_\_\_

\_\_\_\_\_  
Jonathan Houck  
Chairperson

\_\_\_\_\_  
Roland Mason  
Vice-Chairperson

\_\_\_\_\_  
Elizabeth Smith  
Commissioner

Board of County Commissioners  
Gunnison County, Colorado

Attest:

\_\_\_\_\_  
Gunnison County Clerk and Recorder

Lots 7 through 14, Block 28, TOWN OF IRWIN, according to the plat recorded August 25, 1894 as Reception No. 70551, County of Gunnison, State of Colorado. Also known by street address as: 520 10<sup>th</sup> Street, Irwin, Colorado and assessor's schedule or parcel number: 317934017009

This parcel includes that portion of the interior alley of Block 28 lying immediately adjacent to lots 7, 8, 9, 10, 11, 12, 13 and 14 of said Block 28 (Bk 789 PG 277 8/23/96).

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Reinstatement of Interest Charges for Water, Sewer

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Reinstatement of Interest Charges for Water, Sewer and Landfill Accounts

**Fiscal Impact:**

**Submitted by:** Agnes Kroneraff

**Submitter's Email Address:** akroneraff@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: 11/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 11/16/2021

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## MEMORANDUM

---

**DATE:** November 16, 2021

**TO:** Members of the Gunnison County Board of County Commissioners

**FROM:** Agnes Kroneraff, Senior Accountant

**SUBJECT: Reinstatement of Interest Charges for Water, Sewer and Landfill Accounts**

---

At the beginning of the pandemic, specifically, on the April 14, 2020 Special Meeting and on the May 19, 2020 Regular Meeting, the Board of County Commissioners authorized to suspend interest charges for water and sewer utility accounts beginning with the second quarter 2020 billing statements; and for landfill accounts beginning the June 2020 statements, respectively, until staff requests to reinstate the interest charges.

Please accept this memorandum as a formal request to reinstate interest charges on all water, sewer and landfill accounts effective January 1, 2022.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Quarterly Fiscal Transparency Report; As of 9/30/2

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Quarterly Fiscal Transparency Report as of September 30, 2021

**Fiscal Impact:**

**Submitted by:** Agnes Kroneraff

**Submitter's Email Address:** akroneraff@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: 11/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 11/16/2021



# Quarterly Fiscal Transparency Report

as of September 30, 2021

*Reliable, timely, relevant, & transparent*



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Organizational Excellence:



## DETAIL OF CHANGES & TRENDS

### Introduction

The intent of the quarterly financial report is to provide an overview of major activities in selected Governmental Funds and Proprietary Funds, a summary of major revenue sources, an outlook of local economic indicators, a list of outstanding debt and capital leases, and a summary of grants.

The following quarterly financial report provides an analysis of the first nine months of the 2021 calendar year. The information contained in this report is based on unaudited budgetary financial statements.

### Highlights

#### **GENERAL FUND**

##### **Revenues:**

**Within Budget**

At the end of the third quarter, total revenues of the General Fund are 94% of the budgeted estimates. General property taxes and specific ownership tax are the main revenue sources of the General Fund, and already exceeded or are on track to exceed the budget. Activities that have significantly lower than expected revenues are Delinquent tax collections, Federal grants, and Investment income.

##### **Expenditures:**

**Within Budget**

After the first nine months of the year, total expenditures are 64% of budgeted estimates. Judicial is the only activity that has higher than expected expenditure, as it is 101% of budget.

#### **ROAD AND BRIDGE FUND**

##### **Revenues:**

**Within Budget**

As of end of September total revenues of the Road and Bridge Fund are 90% of budget. Intergovernmental activities, such as Payment in lieu of taxes and Highway users trust fund, are the main revenue source for the fund, and they are either already exceeded or are on track to exceed the budgeted estimates. Investment income has lower than expected revenues.

##### **Expenditures:**

**Within Budget**

At the end of the third quarter, total expenditures are 68% of budget. Road construction have significantly higher expenditures than expected.

#### **HUMAN SERVICES FUND**

##### **Revenues:**

**Within Budget**

Total revenues are at 90% of budget at the end of the third quarter. The major revenue source for this fund is EBT reimbursements, and it is on track to match or exceed the budget. Investment income has significantly lower revenues as budgeted estimates.

##### **Expenditures:**

**Within Budget**

Total expenditures are also 90% of budgeted estimates due to Public assistance that has already exceeded the budget.

## **AIRPORT OPERATIONS FUND**

### **Revenues:**

**Within Budget**

At the end of the third quarter total revenues for the Airport Operation Fund are at 76% of budget. The major revenue source of the fund is Federal grants with slightly lower than expected revenues. While Parking fees & fines, and Other revenue activities both have exceeded the budget estimates.

### **Expenses:**

**Within Budget**

Total expenses are slightly lower than budget estimates at this quarter, as the fund's expenses are at 52% of budget due to Transfer outs' significantly lower than expected expenses. While the Capital outlay activity almost exceeded the budget.

## **SEWER FUND**

### **Revenues:**

**Within Budget**

The main revenue source of the Sewer Fund is User fees that has already met or exceeded the budget for all Divisions, except at Tomichi Division. Total revenues of the Sewer Fund are at 99% of revenue projections.

### **Expenses:**

**Within Budget**

By the end of the year, total expenses are expected to meet their budget estimates.

## **WATER FUND**

### **Revenues:**

**Exceeded Budget**

As of end of September, the total revenues of the Water Fund have exceeded their budget estimates. The main revenue sources, User fees and Grant revenue, have met or exceeded the budget. Investment income has lower than expected revenues.

### **Expenses:**

**Within Budget**

Total expenses are 79% of the budget at the end of the third quarter.

## **SOLID WASTE FUND**

### **Revenues:**

**Within Budget**

Total revenues of the Solid Waste Fund are at 93% of budget due to the higher than expected revenue for Recycled and Miscellaneous material sales. Investment income has lower than expected revenues.

### **Expenses:**

**Within Budget**

Total expenses are slightly lower than budget expectations, as it is at 64% of budget due to lower expenses in Debt service and Capital outlay as of the end of the third quarter.

## **ISF III – HEALTH INSURANCE**

### **Revenues:**

**Within Budget**

As of the end of this quarter, total revenues of the Health Insurance Fund are at 68% of budget. The main revenue source, Medical contribution, is on track to meet budget expectations. Also, revenues from Insurance proceeds are significantly higher than the budget.

### **Expenses:**

**Within Budget**

Total expenses are also at 68% of budget, even that Contracted services, Administration fees, and Insurance & bonds have slightly higher than expected expenses.

## **Major Revenue Trends**

### **SALES TAX**

Total Sales tax collected during the first nine months of the year is \$2,714,228, that is 28% higher than last year's collection during the same period. City of Gunnison and Town of Crested Butte accounted for 70% of all the taxable sales. Over 50% of sales tax is collected by the following industries: 1) restaurants, bars, liquor stores; 2) building materials; 3) lodging; and 4) grocery stores.

### **LODGING TAX**

As of the end of this quarter, the total lodging tax collection is \$2,839,756, that is a 49% increase from previous year. Town of Crested Butte and Mt. Crested Butte accounted for 64% of the Local Marketing Tax Collection. 77% of the LMD tax is collected by only two industries: 1) hotels and motels, and 2) other travel accommodations.

### **PROPERTY TAX**

The first nine months collection of property tax is \$11,657,441, that is higher than total collection is any previous calendar year before, and it is 6.7% higher than last year's collection by the end of the third quarter.

## **Economic Indicator Trends**

### **BUILDING PERMIT VALUATION ACTIVITY**

Based on the building permit valuation activity analysis, the valuation for the first nine months of 2021 is almost 99% above the valuation of last year during the same period. While the number of building permits issued is on track to meet the historical high levels of 2018, the valuation is already 35% higher than during in any other calendar year before.

### **AIRPORT ENPLANEMENT ACTIVITY**

The number of passengers by the end of 2021 is projected to reach the high levels of 2018 and 2019, that is above 37,000. At the end of the third quarter, the total enplanements are 30% higher than the first nine month of the prior year.

### **UNEMPLOYMENT RATE**

The unemployment rate in Gunnison County for September 2021 was 2.9%. It is significantly down from the highs of the Covid pandemic levels, and have stayed below the State's level in the past fifteen months.

## **Debt Status**

### **LONG-TERM DEBT ISSUANCE**

The total County-wide total principal balance will be \$ 10,950,287 for the Debt Service Fund, Water Fund, and the Sewer Fund.

## **CAPITAL LEASE BANK LOAN DEBTS**

The total balance will be \$5,126,785 for the twelve outstanding County-wide capital leases/bank loans at the end of 2021 that are distributed/owned by the following funds: Housing Authority, Sales Tax, Airport, Water Fund, Solid Waste, and ISF I – Fleet.

## **Capital Projects**

### **CAPITAL IMPROVEMENTS PROJECT LISTING**

As of the end of the third quarter of 2021, the total County-wide Capital Improvements Project is 42% complete out of the \$41,071,496 Budget/ estimated contract price.

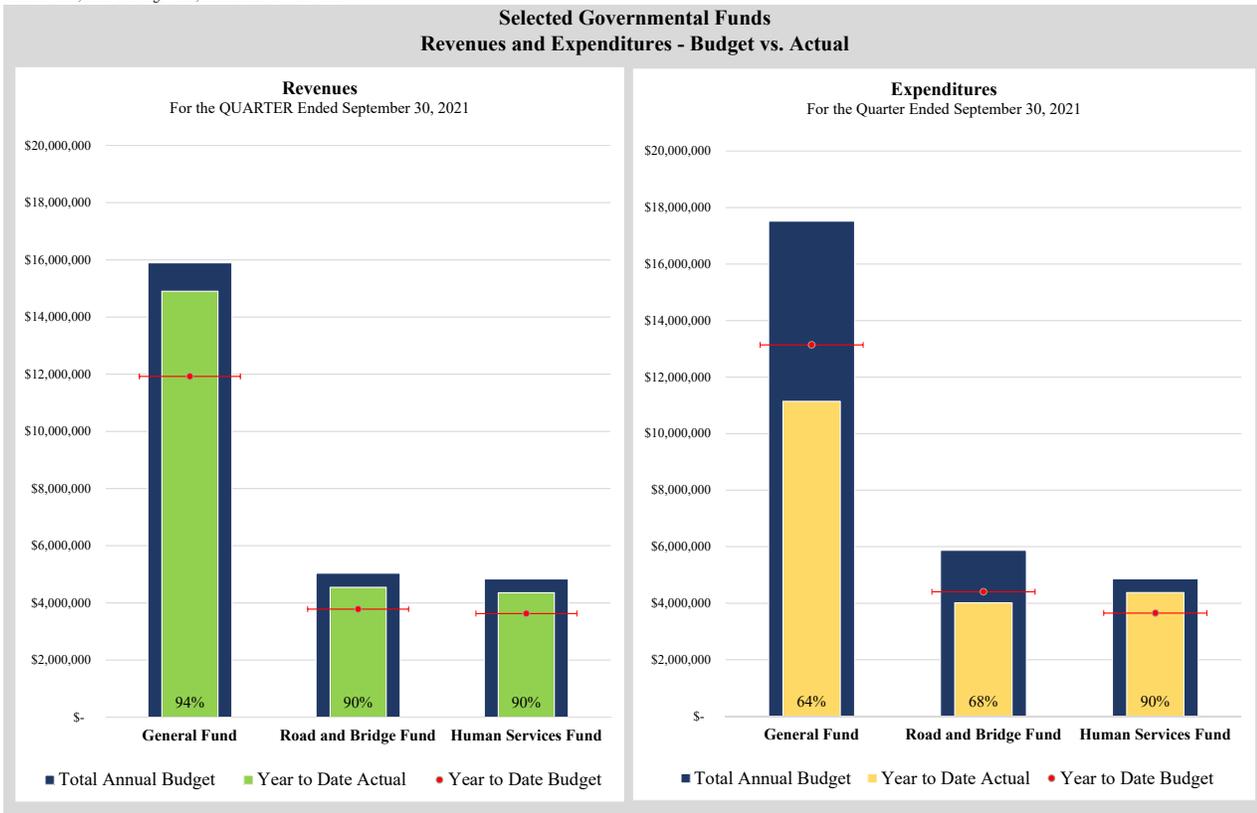
## **Grants**

### **COUNTY-WIDE GRANT SUMMARY**

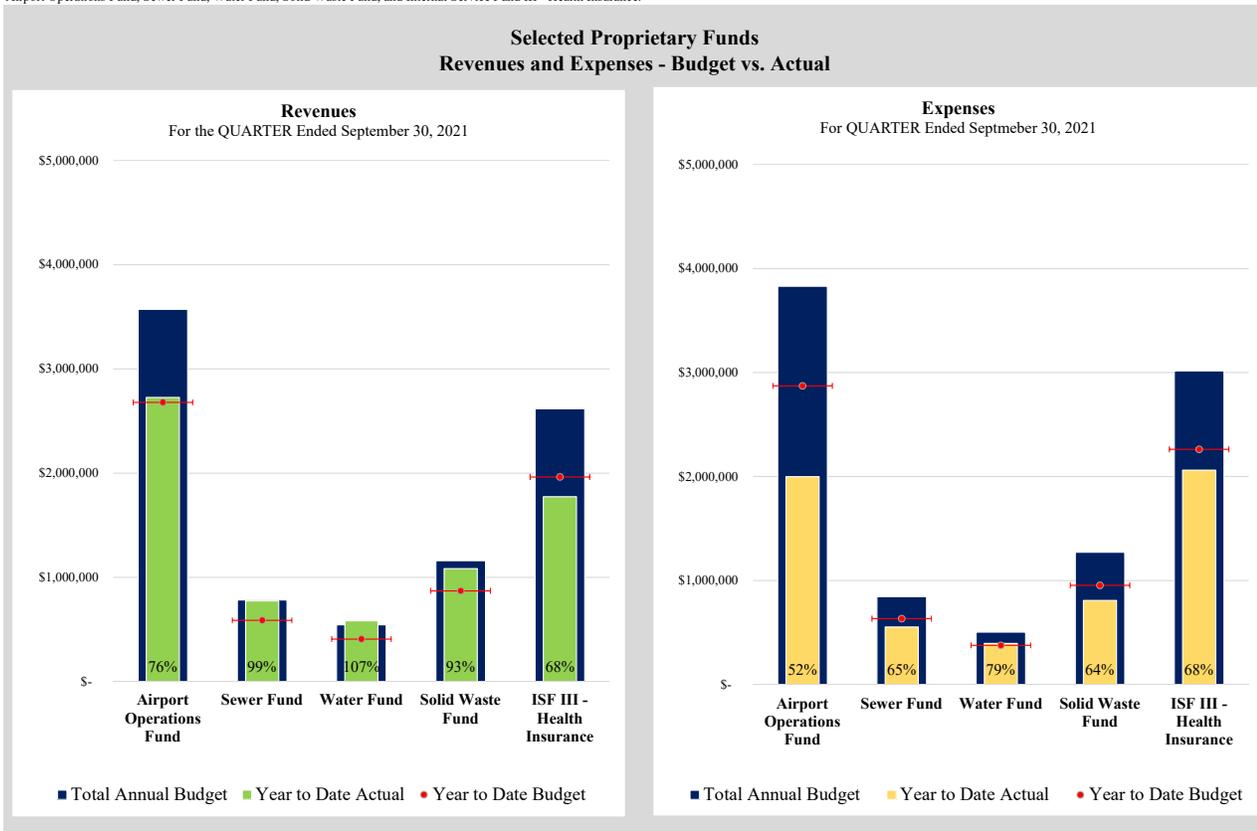
The total County-wide grant and other revenues and expenses in 2021 are projected to be \$15,846,880 and \$19,273,720, respectively, for the following funds: General Fund, Human Services Fund, Public Health Fund, Airport Fund, Capital Project fund, Water Fund, and RTA Fund.

### Gunnison County, Colorado

The following graph shows the comparison of total annual budget vs. year-to-date actual vs. estimated year-to-date budget for selected Governmental Funds: General Fund, Road & Bridge Fund, and Human Services Fund.



The following graph shows the comparison of total annual budget vs. year-to-date actual vs. estimated year-to-date budget for selected Proprietary Funds: Airport Operations Fund, Sewer Fund, Water Fund, Solid Waste Fund, and Internal Service Fund III - Health Insurance.



**Gunnison County, Colorado  
General Fund**

**UNAUDITED Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget vs Actual  
For the QUARTER Ended September 30, 2021**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31,</u>	
						<u>2020</u>	<u>2019</u>
<b>Taxes:</b>							
General property taxes	\$ 9,563,400	\$ 9,563,400	\$ 10,258,609	107%	\$ 695,209	\$ 9,687,834	\$ 9,089,841
Specific ownership tax	410,000	410,000	391,875	96%	(18,125)	466,597	504,108
Delinquent tax and interest	25,500	25,500	15,226	60%	(10,274)	32,865	20,135
<b>Total Taxes</b>	<u>9,998,900</u>	<u>9,998,900</u>	<u>10,665,710</u>	107%	<u>666,810</u>	<u>10,187,296</u>	<u>9,614,084</u>
<b>Licenses and Permits:</b>							
Liquor licenses	4,700	4,700	6,079	129%	1,379	5,100	5,775
Building permits	300,000	300,000	520,219	173%	220,219	339,171	385,596
Other licenses and permits	268,195	268,195	427,125	159%	158,930	314,850	381,624
<b>Total Licenses and Permits</b>	<u>572,895</u>	<u>572,895</u>	<u>953,423</u>	166%	<u>380,528</u>	<u>659,121</u>	<u>772,995</u>
<b>Intergovernmental:</b>							
Federal Grants	201,856	321,462	18,019	6%	(303,443)	1,670,260	375,197
State Grants	1,091,685	1,036,138	392,894	38%	(643,244)	1,673,289	1,602,844
Local Grants	370,603	525,770	349,773	67%	(175,997)	117,065	83,559
<b>Total Intergovernmental</b>	<u>1,664,144</u>	<u>1,883,370</u>	<u>760,686</u>	40%	<u>(1,122,684)</u>	<u>3,460,614</u>	<u>2,061,600</u>
<b>Charges for Services:</b>							
Clerk and recorder	456,000	456,000	493,751	108%	37,751	536,535	437,899
Sheriff's fees	65,000	65,000	68,880	106%	3,880	58,583	84,674
Treasurer's fees	890,000	890,000	989,088	111%	99,088	1,020,295	882,081
Assessor's Fees	8,000	8,000	7,280	91%	(720)	317,447	175,269
Public Health Fees	15,158	15,158	5,629	37%	(9,529)	6,925	6,698
Land Use Fees	300	300	563	188%	263	10,293	14,857
Useful Public Service	35,000	35,000	15,185	43%	(19,815)	50	955
Court Fines & Fees	83,353	83,353	46,905	56%	(36,448)	20,880	35,005
Other Fees	130,817	130,817	80,471	62%	(50,346)	45,759	88,168
<b>Total Charges for Services</b>	<u>1,683,628</u>	<u>1,683,628</u>	<u>1,707,753</u>	101%	<u>24,125</u>	<u>2,016,767</u>	<u>1,725,606</u>
<b>Other Revenue:</b>							
Investment income	203,040	203,040	10,867	5%	(192,173)	287,734	344,271
Contributions	23,250	26,927	4,985	19%	(21,942)	261,463	85,427
Miscellaneous	381,861	384,115	149,704	39%	(234,411)	235,159	323,177
Transfer In	1,146,378	1,146,378	649,773	57%	(496,605)	839,968	957,983
<b>Total Other Revenue</b>	<u>1,754,529</u>	<u>1,760,460</u>	<u>815,329</u>	46%	<u>(945,131)</u>	<u>1,624,324</u>	<u>1,710,858</u>
<b>Total Revenues</b>	<u>\$ 15,674,096</u>	<u>\$ 15,899,253</u>	<u>\$ 14,902,901</u>	94%	<u>\$ (996,352)</u>	<u>\$ 17,948,122</u>	<u>\$ 15,885,143</u>
<b>General Government:</b>							
Commissioners	\$ 589,902	\$ 589,902	\$ 366,841	62%	\$ 223,061	\$ 450,430	\$ 517,336
Board Support	77,986	77,986	52,053	67%	25,933	73,747	66,076
Executive Management	490,707	490,707	323,377	66%	167,331	402,732	433,331
Public Information	63,753	63,753	41,301	65%	22,452	43,364	63,662
Clerk	59,843	59,843	47,295	79%	12,548	58,512	66,950
Motor Vehicle	324,849	324,849	250,573	77%	74,276	320,578	263,983
Recording	120,517	120,517	96,389	80%	24,128	119,914	213,634
Elections	261,657	261,657	179,956	69%	81,701	436,832	212,518
Revenue (Treasurer)	271,531	271,531	204,794	75%	66,737	244,709	240,508
Investments (Treasurer)	16,638	16,638	10,934	66%	5,704	14,549	16,984
Human Resources	175,351	216,233	156,270	72%	59,963	147,076	169,869
Wildlife Conservation	42,722	42,722	28,276	66%	14,445	35,818	54,906
Liquor License	10,106	10,106	7,547	75%	2,559	9,808	651,755
County Attorney	670,926	743,992	549,715	74%	194,277	759,212	10,074
Facilities & Grounds	1,015,005	1,015,005	671,884	66%	343,121	822,814	895,460
Project Services	82,307	82,307	48,913	59%	33,394	71,102	74,917
Property Records	334,700	334,700	152,398	46%	182,302	372,318	330,890
Valuation	729,019	729,019	415,838	57%	313,181	609,527	633,664
Communication	-	-	157,640	#DIV/0!	(157,640)	-	-
Administration	-	-	61,830	#DIV/0!	(61,830)	-	-
Development Review	634,544	634,544	458,469	72%	176,075	584,161	556,750
Oil and Gas Permitting	9,796	9,796	7,395	75%	2,401	8,740	7,049
Long Range Planning and Projects	305,926	351,239	271,854	77%	79,385	254,538	227,630

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

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31,</u>	
						<u>2020</u>	<u>2019</u>
Codes & Regulations	50,863	50,863	38,423	76%	12,440	49,555	50,445
Accounting & Auditing	510,544	545,001	408,554	75%	136,447	449,599	443,935
Planning and Analysis	126,520	128,720	84,827	66%	43,893	102,249	100,832
Compensated Absences	17,750	119,017	118,935	100%	82	-	82,162
Weather Modification	10,000	10,000	10,000	100%	-	10,000	10,000
Other General Fund Expenditures	1,949,223	1,949,223	610,008	31%	1,339,215	1,614,075	1,462,478
Energy Efficiency Initiatives	22,510	22,510	2,760	12%	19,750	6,810	2,685
<b>Total General Government</b>	<u>8,975,195</u>	<u>9,272,380</u>	<u>5,835,050</u>	63%	<u>3,437,330</u>	<u>8,072,769</u>	<u>7,860,483</u>
<b>Judicial:</b>							
District Attorney	425,703	425,703	428,313	101%	(2,610)	425,685	379,279
<b>Total Judicial</b>	<u>425,703</u>	<u>425,703</u>	<u>428,313</u>	101%	<u>(2,610)</u>	<u>425,685</u>	<u>379,279</u>
<b>Public Safety:</b>							
Detention Services	1,069,993	1,069,993	687,169	64%	382,824	919,057	943,125
Enforcement	837,855	837,855	569,920	68%	267,936	622,751	609,421
Operational Support	1,323,912	1,333,912	1,174,932	88%	158,980	1,065,304	992,962
Courtroom Security	97,320	97,320	70,805	73%	26,515	88,418	114,856
Investigations	215,229	215,229	108,792	51%	106,437	148,815	167,654
Major Incident Response	53,143	53,143	17,864	34%	35,279	48,715	21,794
Operational Support - Detention	218,114	275,614	156,404	57%	119,210	213,607	191,424
Education and Support	166,480	168,830	103,460	61%	65,370	152,555	9,098
Emergency Management	689,008	878,222	255,670	29%	622,552	1,556,169	212,430
Coroner	153,154	153,154	129,979	85%	23,174	151,174	154,320
Youth Intervention Services	219,191	219,191	155,232	71%	63,959	155,680	152,896
<b>Total Public Safety</b>	<u>5,043,399</u>	<u>5,302,463</u>	<u>3,430,226</u>	65%	<u>1,872,237</u>	<u>5,122,245</u>	<u>3,569,980</u>
<b>Health and Welfare:</b>							
Substance Abuse Prevention	166,500	344,547	121,646	35%	222,901	240,690	268,865
Program Support	45,083	45,083	19,678	44%	25,405	38,584	38,924
Senior Resources	204,362	133,116	101,495	76%	31,621	216,795	215,351
Child & Family Health	267,403	316,806	243,398	77%	73,408	198,175	246,798
Family Planning	113,300	113,300	77,651	69%	35,649	117,632	185,644
<b>Total Health and Welfare</b>	<u>796,648</u>	<u>952,852</u>	<u>563,867</u>	59%	<u>388,985</u>	<u>811,876</u>	<u>955,582</u>
<b>Auxiliary Services:</b>							
Alternative Services	75,189	75,189	46,089	61%	29,100	70,144	70,659
Adult Programming	74,204	74,204	50,003	67%	24,201	54,764	67,564
Youth Development	163,777	163,777	113,969	70%	49,808	127,283	147,962
Veterans	14,700	14,700	9,958	68%	4,742	12,305	12,523
<b>Total Auxiliary Services</b>	<u>327,870</u>	<u>327,870</u>	<u>220,020</u>	67%	<u>107,850</u>	<u>264,496</u>	<u>298,708</u>
<b>Culture and Recreation:</b>							
Fairgrounds Management	260,946	278,606	212,073	76%	66,533	230,171	295,701
Trails - Parks	284,998	83,987	65,151	78%	18,836	85,482	33,572
Landfill	2,275	2,275	1,109	49%	1,166	395	1,990
Historic Preservation	2,540	2,540	1,165	46%	1,375	8,326	7,212
<b>Total Culture and Recreation</b>	<u>550,759</u>	<u>367,408</u>	<u>279,498</u>	76%	<u>87,910</u>	<u>324,374</u>	<u>338,475</u>
<b>Public Works:</b>							
Weed Management	235,063	235,063	145,001	62%	90,062	242,194	226,618
<b>Total Public Works</b>	<u>235,063</u>	<u>235,063</u>	<u>145,001</u>	62%	<u>90,062</u>	<u>242,194</u>	<u>226,618</u>
<b>Debt Service:</b>							
Principal	5,006	5,006	21,989	439%	(16,983)	17,332	17,629
Interest	700	700	700	100%	-	297	-
<b>Total Debt Service</b>	<u>5,706</u>	<u>5,706</u>	<u>22,689</u>	398%	<u>(16,983)</u>	<u>17,629</u>	<u>17,629</u>
<b>Other</b>							
Transfer Out	630,100	630,100	218,086	35%	412,014	235,384	2,194,185
<b>Total Other</b>	<u>630,100</u>	<u>630,100</u>	<u>218,086</u>	35%	<u>412,014</u>	<u>235,384</u>	<u>2,194,185</u>
<b>Total Expenditures</b>	<u>\$ 16,990,443</u>	<u>\$ 17,519,545</u>	<u>11,142,749</u>	64%	<u>6,376,796</u>	<u>15,516,652</u>	<u>15,840,939</u>
<b>Net Change in Fund Balances</b>	<u>(1,316,347)</u>	<u>(1,620,292)</u>	<u>3,760,152</u>		<u>\$ 5,380,444</u>	<u>2,431,470</u>	<u>44,204</u>
<b>Fund Balances - Beginning of Year</b>			<u>8,639,786</u>			<u>6,208,316</u>	<u>6,164,112</u>
<b>Fund Balances - End of Period</b>			<u>\$ 12,399,938</u>			<u>\$ 8,639,786</u>	<u>\$ 6,208,316</u>

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

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31, 2020</u>	<u>2019</u>
<b>Revenues:</b>							
Specific ownership tax	\$ 200,000	\$ 200,000	\$ 211,010	106%	\$ 11,010	\$ 235,343	\$ 271,449
Charges for Services:							
Municipalities	140,416	140,416	63,779	45%	(76,637)	60,063	98,319
Permits	13,400	13,400	41,489	310%	28,089	36,180	41,816
Other	620	620	-	0%	(620)	15,903	15
Intergovernmental:							
Payment in lieu of taxes	1,000,000	1,000,000	1,451,587	145%	451,587	1,341,378	1,340,468
Local grants	1,000	1,000	-	0%	(1,000)	6,032	10,487
Federal grants	2,100	2,100	-	0%	(2,100)	-	94,463
State grants	50,000	50,000	42,935	86%	(7,065)	54,755	53,556
Highway users trust fund	3,050,000	3,050,000	2,316,280	76%	(733,720)	2,661,570	3,533,555
Mineral leasing	350,000	350,000	215,629	62%	(134,371)	408,959	486,494
Other:							
Fines and forfeitures	110	110	-	0%	(110)	24	-
Investment income	35,000	35,000	(1,639)	-5%	(36,639)	60,077	72,941
Miscellaneous	40,048	40,048	133,963	335%	93,915	58,877	92,263
Transfers in	157,158	157,158	68,465	44%	(88,693)	83,676	64,824
<b>Total Revenues</b>	<u>5,039,852</u>	<u>5,039,852</u>	<u>4,543,499</u>	90%	<u>(496,353)</u>	<u>5,022,837</u>	<u>6,160,650</u>
<b>Expenditures:</b>							
Road construction	111,718	111,718	589,160	527%	(477,442)	523,390	440,252
Bridges	80,999	80,999	505	1%	80,494	21,200	103,566
Winter maintenance	1,442,744	1,442,744	623,367	43%	819,377	1,091,688	1,317,643
Operational support	592,225	592,225	325,140	55%	267,085	491,608	431,563
Trails and park	22,577	22,577	4,550	20%	18,027	11,310	7,744
Municipalities	175,103	175,103	83,839	48%	91,264	103,649	124,480
Road maintenance	3,011,852	3,111,852	2,237,601	72%	874,251	3,009,204	2,551,238
Capital outlay	-	-	-	#DIV/0!	-	-	40,301
Debt Service	-	-	-	#DIV/0!	-	128	128
Transfer out	332,185	332,185	148,948	45%	183,237	208,304	296,636
<b>Total Expenditures</b>	<u>5,769,403</u>	<u>5,869,403</u>	<u>4,013,110</u>	68%	<u>1,856,293</u>	<u>5,460,481</u>	<u>5,313,551</u>
<b>Net Change in Fund Balanc</b>	\$ <u>(729,551)</u>	\$ <u>(829,551)</u>	530,389		\$ <u>1,359,940</u>	(437,644)	\$ 847,099
<b>Fund Balances - Beginning of Year</b>			2,634,144			3,071,788	2,224,689
<b>Fund Balances - End of Year</b>			\$ <u>3,164,533</u>			<u>2,634,144</u>	<u>3,071,788</u>

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

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31,</u>	
						<u>2020</u>	<u>2019</u>
<b>Revenues:</b>							
Taxes:							
Property tax revenue	\$ 332,000	\$ 332,000	\$ 355,357	107%	\$ 23,357	\$ 334,821	\$ 314,546
Delinquent tax and interest	1,100	1,100	528	48%	(572)	1,139	700
Intergovernmental:							
EBT reimbursements	4,421,844	4,421,844	3,981,913	90%	(439,931)	5,057,528	3,877,210
Other	60,000	60,000	12,953	22%	(47,047)	51,466	60,142
Other:							
Investment income	8,000	8,000	70	1%	(7,930)	6,979	12,841
Contributions	1,250	1,250	1,111	89%	(139)	1,822	7,598
Miscellaneous	11,900	11,900	2,017	17%	(9,883)	12,442	2,717
<b>Total Revenues</b>	<u>4,836,094</u>	<u>4,836,094</u>	<u>4,353,950</u>	90%	<u>(482,144)</u>	<u>5,466,197</u>	<u>4,275,754</u>
<b>Expenditures:</b>							
Youth and family prevention services	106,465	106,465	69,322	65%	37,143	80,899	123,960
Self-sufficiency development	518,932	518,932	406,961	78%	111,971	666,148	576,424
Program support	655,472	655,472	464,949	71%	190,523	499,495	531,191
Children and family services	1,065,555	1,065,555	720,408	68%	345,147	1,005,269	1,100,360
Child support enforcement	108,573	108,573	79,914	74%	28,659	100,842	92,119
Public assistance	2,275,262	2,275,262	2,545,357	112%	(270,095)	2,889,791	1,712,957
Transfer out	136,000	136,000	85,033	63%	(50,967)	139,558	119,680
<b>Total Expenditures</b>	<u>4,866,259</u>	<u>4,866,259</u>	<u>4,371,944</u>	90%	<u>392,381</u>	<u>5,382,002</u>	<u>4,256,691</u>
<b>Net Change in Fund Balances</b>	\$ <u>(30,165)</u>	\$ <u>(30,165)</u>	(17,994)		\$ <u>(89,763)</u>	84,195	19,063
<b>Fund Balances - Beginning of Year</b>			<u>285,587</u>			<u>201,392</u>	<u>182,329</u>
<b>Fund Balances - End of Year</b>			\$ <u>267,593</u>			\$ <u>285,587</u>	\$ <u>201,392</u>

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

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31, 2020</u>	<u>2019</u>
<b>Revenues:</b>							
Airport fees	\$ 514,034	\$ 514,034	\$ 384,177	75%	\$ (129,857)	\$ 428,505	\$ 582,081
Terminal & hanger rent	456,002	456,002	385,577	85%	(70,425)	251,981	458,376
Passenger Facility Charges	125,000	125,000	83,394	67%	(41,606)	106,768	99,017
Parking fees & fines	67,634	67,634	75,406	111%	7,772	85,594	-
Other	271,571	771,571	790,478	102%	18,907	296,563	402,126
Grant revenue:							
Federal	1,530,131	1,530,131	936,829	61%	(593,302)	2,036,352	1,030,469
State	57,000	57,000	41,228	72%	(15,772)	63,809	91,769
Other	30,000	30,000	30,000	100%	-	30,000	-
Transfers in	-	-	-	#DIV/0!	-	416,536	-
Investment revenue	21,000	21,000	(980)	-5%	(21,980)	45,583	48,678
<b>Total Revenues</b>	<u>3,072,372</u>	<u>3,572,372</u>	<u>2,726,109</u>	76%	<u>(846,263)</u>	<u>3,761,691</u>	<u>2,712,516</u>
<b>Expenses:</b>							
Operational support	251,493	251,493	205,856	82%	45,637	275,591	222,473
Strategic development	102,557	102,557	75,509	74%	27,048	99,333	87,173
Airside	746,192	746,192	485,717	65%	260,475	656,822	788,775
Landside	279,830	279,830	182,361	65%	97,469	207,299	229,328
Capital Outlay	118,000	883,800	860,675	97%	23,125	1,186,238	1,039,200
Debt Service:	4,081	162,437	132,903	82%	(29,534)	4,081	-
Transfers out	1,403,779	1,403,779	55,773	4%	1,348,006	71,172	126,363
<b>Total Expenses</b>	<u>2,905,932</u>	<u>3,830,088</u>	<u>1,998,795</u>	52%	<u>1,772,225</u>	<u>2,500,536</u>	<u>2,493,312</u>
<b>Change in Net Position - Budget Basis</b>	\$ <u>166,440</u>	\$ <u>(257,716)</u>	727,314		\$ <u>925,962</u>	1,261,155	219,204
<b>Reconciliation from Budget Basis to GAAP:</b>							
Depreciation			-			(2,223,933)	(2,184,784)
Capital outlay			-			1,186,238	1,030,469
<b>Net operating gain/(loss)</b>			<u>727,314</u>			<u>223,460</u>	<u>(935,111)</u>
<b>Net Position - Beginning of Year</b>			35,148,215			34,924,755	35,859,866
<b>Net Position - End of Year</b>			\$ <u>35,875,529</u>			\$ <u>35,148,215</u>	\$ <u>34,924,755</u>

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

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31,</u>	
						<u>2020</u>	<u>2019</u>
<b>Revenues:</b>							
<b>Dos Rios Division:</b>							
Tap fees	\$ 5,500	\$ 5,500	\$ 16,500	300%	\$ 11,000	\$ 5,500	\$ 11,000
User fees	259,150	259,150	258,515	100%	(635)	257,498	265,575
Late fees	1,000	1,000	-	0%	(1,000)	399	1,843
Other revenue	23,810	23,810	6,943	29%	(16,867)	38,179	29,597
<b>Total Dos Rios Division</b>	<u>289,460</u>	<u>289,460</u>	<u>281,958</u>	97%	<u>(7,502)</u>	<u>301,576</u>	<u>308,015</u>
<b>Somerset Division:</b>							
User fees	20,290	20,290	20,280	100%	(10)	20,287	20,728
Late fees	80	80	-	0%	(80)	73	271
Other revenue	775	775	705	91%	(70)	724	2,011
<b>Total Somerset Division</b>	<u>21,145</u>	<u>21,145</u>	<u>20,984</u>	99%	<u>(161)</u>	<u>21,084</u>	<u>23,010</u>
<b>Antelope Hills Division:</b>							
Tap fees	5,500	5,500	-	0%	(5,500)	-	-
User fees	56,930	56,930	56,925	100%	(5)	56,925	52,560
Late fees	400	400	-	0%	(400)	238	941
Other revenue	1,660	1,660	1,155	70%	(505)	1,874	12,828
<b>Total Antelope Hills Division</b>	<u>64,490</u>	<u>64,490</u>	<u>58,080</u>	90%	<u>(6,410)</u>	<u>59,037</u>	<u>66,329</u>
<b>North Gunnison Division:</b>							
Tap fees	12,000	12,000	24,000	200%	12,000	23,500	16,500
User fees	316,370	316,370	328,554	104%	12,184	321,995	353,397
Late fees	1,000	1,000	-	0%	(1,000)	691	1,883
Other revenue	58,100	58,100	51,782	89%	(6,319)	58,403	4,778
<b>Total North Gunnison Division</b>	<u>387,470</u>	<u>387,470</u>	<u>404,336</u>	104%	<u>16,866</u>	<u>404,589</u>	<u>376,558</u>
<b>Tomichi Division:</b>							
User fees	20,961	20,961	9,166	44%	(11,795)	12,847	17,070
Other revenue	-	-	-	N/A	-	-	4,760
<b>Total Tomichi Division</b>	<u>20,961</u>	<u>20,961</u>	<u>9,166</u>	44%	<u>(11,795)</u>	<u>12,847</u>	<u>21,830</u>
<b>Total Revenues</b>	<u>783,526</u>	<u>783,526</u>	<u>774,523</u>	99%	<u>(9,003)</u>	<u>799,133</u>	<u>795,742</u>
<b>Expenses:</b>							
<b>Dos Rios Division:</b>							
Operations	270,322	270,322	187,060	69%	83,262	189,275	216,825

Transfers to other funds	25,910	25,910	26,019	100%	(109)	24,349	27,695
Capital outlay	40,000	40,000	-	0%	40,000	4,902	7,500
Debt service	-	-	-	N/A	-	-	-
<b>Total Dos Rios Division</b>	<u>336,232</u>	<u>336,232</u>	<u>213,079</u>	63%	<u>123,154</u>	<u>218,526</u>	<u>252,020</u>
<b>Somerset Division:</b>							
Operations	20,354	20,354	13,386	66%	6,968	14,858	-
Transfers to other funds	831	831	795	96%	36	705	-
Capital outlay	-	-	-	N/A	-	-	-
Debt service	-	-	-	N/A	-	-	-
<b>Total Somerset Division</b>	<u>21,185</u>	<u>21,185</u>	<u>14,181</u>	67%	<u>7,004</u>	<u>15,563</u>	<u>-</u>
<b>Antelope Hills Division:</b>							
Operations	64,658	64,658	25,945	40%	38,713	51,754	49,823
Transfers to other funds	4,674	4,674	3,874	83%	800	5,256	6,930
Capital outlay	1,000	1,000	-	0%	1,000	-	-
Debt service	-	-	-	N/A	-	-	-
<b>Total Antelope Hills Division</b>	<u>70,332</u>	<u>70,332</u>	<u>29,820</u>	42%	<u>40,512</u>	<u>57,010</u>	<u>56,753</u>
<b>North Gunnison Division:</b>							
Operations	286,677	286,677	212,964	74%	73,713	233,534	225,527
Transfers to other funds	14,567	14,567	14,634	100%	(67)	13,861	15,806
Capital outlay	1,000	1,000	-	0%	1,000	-	-
Debt service	39,659	96,154	56,485	59%	39,669	112,910	114,160
<b>Total North Gunnison Division</b>	<u>341,903</u>	<u>398,398</u>	<u>284,082</u>	71%	<u>114,316</u>	<u>360,305</u>	<u>355,493</u>
<b>Tomichi Division:</b>							
Operations	18,788	18,788	11,472	61%	7,316	12,143	16,257
Transfers to other funds	856	856	816	95%	40	705	813
Capital outlay	-	-	-	N/A	-	-	-
Debt service	-	-	-	N/A	-	-	-
<b>Total Tomichi Division</b>	<u>19,644</u>	<u>19,644</u>	<u>12,287</u>	63%	<u>7,357</u>	<u>12,848</u>	<u>17,070</u>
<b>Total Expenses</b>	<u>789,296</u>	<u>845,791</u>	<u>553,449</u>	65%	<u>292,342</u>	<u>664,252</u>	<u>681,336</u>
<b>Change in Net Position - Budget Basis</b>	\$ <u>(5,770)</u>	\$ <u>(62,265)</u>	221,074		\$ <u>283,339</u>	134,881	114,406
<b>Reconciliation from Budget Basis to GAAP:</b>							
Debt principle			-			33,596	51,017
Depreciation			-			(236,980)	(236,195)
Capital outlay			-			6,128	7,500
<b>Net operating gain/(loss)</b>			<u>221,074</u>			<u>(62,375)</u>	<u>(63,272)</u>
<b>Net Position - Beginning of Year</b>			<u>2,882,224</u>			<u>2,944,599</u>	<u>3,007,871</u>
<b>Net Position - End of Year</b>			\$ <u>3,103,298</u>			\$ <u>2,882,224</u>	\$ <u>2,944,599</u>

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

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31, 2020</u>	<u>2019</u>
<b>Revenues:</b>							
User fees	\$ 343,920	\$ 343,920	\$ 359,559	105%	\$ 15,639	\$ 382,292	\$ 333,505
Availability fees	7,650	7,650	6,592	86%	(1,058)	7,079	6,916
Tap Connection	5,500	5,500	9,000	164%	3,500	-	8,500
Other	37,747	37,747	57,758	153%	20,011	3,147	81,826
Earnings on investments	1,600	1,600	(345)	-22%	(1,945)	13,655	14,971
Grant revenue	-	118,266	118,266	100%	0	18,570	-
Transfers in	29,330	29,330	31,548	108%	2,218	29,181	28,024
<b>Total Revenues</b>	<u>425,747</u>	<u>544,013</u>	<u>582,378</u>	107%	<u>38,365</u>	<u>453,924</u>	<u>473,742</u>
<b>Expenses:</b>							
<b>Dos Rios Division:</b>							
Operating expenses	174,335	272,105	200,651	74%	71,454	188,610	147,772
Transfers to other funds	16,260	16,260	13,550	83%	2,710	-	-
Capital outlay	30,000	30,000	-	0%	30,000	-	-
<b>Somerset Division:</b>							
Debt service	8,024	8,024	8,024	100%	(0)	7,836	1,589
<b>Antelope Hills Division:</b>							
Operating expenses	52,138	52,138	73,809	142%	(21,671)	12,945	96,557
Transfers to other funds	336	336	280	83%	56	-	-
Debt service	42,940	42,940	32,205	75%	10,735	42,818	49,204
<b>Utilities Administration:</b>							
Operating expenses	81,320	81,320	67,632	83%	13,688	83,720	78,855
Capital outlay	1,000	1,000	-	0%	1,000	-	-
Debt service	154	154	-	0%	154	-	-
<b>Total Expenses</b>	<u>406,507</u>	<u>504,277</u>	<u>396,151</u>	79%	<u>108,126</u>	<u>350,449</u>	<u>397,677</u>
<b>Change in Net Position - Budget Basis</b>	\$ <u>19,240</u>	\$ <u>39,736</u>	186,227		\$ <u>146,491</u>	103,475	76,065
<b>Reconciliation from Budget Basis to GAAP:</b>							
Debt principle			-			27,870	27,155
Depreciation			-			(130,022)	(222,741)
Capital outlay			-			-	-
<b>Net operating gain/(loss)</b>			<u>186,227</u>			<u>1,323</u>	<u>(119,521)</u>
<b>Net Position - Beginning of Year</b>			<u>1,957,529</u>			<u>1,956,206</u>	<u>2,075,727</u>
<b>Net Position - End of Year</b>			<u>\$ 2,143,756</u>			<u>\$ 1,957,529</u>	<u>\$ 1,956,206</u>

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

	Original Budget	Final Budget	Actual	% of Budget	Final Budget Variance Positive (Negative)	Actual - December 31, 2020	2019
<b>Revenues:</b>							
<b>Landfill:</b>							
Disposal fees	\$ 1,034,220	\$ 1,034,220	\$ 885,636	86%	\$ (148,584)	\$ 1,057,750	\$ 1,059,252
Other	29,350	29,350	60,052	205%	30,702	33,868	27,784
<b>Total Landfill Revenues</b>	<u>1,063,570</u>	<u>1,063,570</u>	<u>945,688</u>	89%	<u>(117,882)</u>	<u>1,091,618</u>	<u>1,087,036</u>
<b>Recycling:</b>							
Grants	-	-	64,601		-	-	-
Recycled material sales	60,000	60,000	72,969	122%	12,969	102,191	94,137
<b>Total Recycling Revenues</b>	<u>60,000</u>	<u>60,000</u>	<u>137,570</u>	229%	<u>12,969</u>	<u>102,191</u>	<u>94,137</u>
<b>Other:</b>							
Transfers in	-	-	-	N/A	-	25,450	-
Investment revenue	37,000	37,000	885	2%	(36,115)	34,640	47,183
<b>Total Revenues</b>	<u><u>1,160,570</u></u>	<u><u>1,160,570</u></u>	<u><u>1,084,143</u></u>	93%	<u><u>(141,028)</u></u>	<u><u>1,253,899</u></u>	<u><u>1,228,356</u></u>
<b>Expenses:</b>							
<b>Landfill Expenditures:</b>							
Operations and maintenance	650,648	650,648	439,488	68%	211,160	553,041	591,201
Transfers to other funds	52,464	52,464	43,720	83%	8,744	-	-
Debt service	158,707	158,707	21,408	13%	137,299	-	-
Capital outlay	13,765	13,765	1,765	13%	12,000	39,437	-
<b>Total Landfill Expenditures</b>	<u>875,584</u>	<u>875,584</u>	<u>506,381</u>	58%	<u>369,203</u>	<u>592,478</u>	<u>591,201</u>
<b>Recycling Expenditures:</b>							
Operations	371,802	371,802	281,926	76%	89,876	326,185	318,705
Transfers to other funds	25,848	25,848	21,540		-	-	-
<b>Total Recycling Expenditures</b>	<u>397,650</u>	<u>397,650</u>	<u>303,466</u>	76%	<u>89,876</u>	<u>326,185</u>	<u>318,705</u>
<b>Other:</b>							
Transfers (out)	-	-	-	N/A	-	73,392	71,328
Interest expense	-	-	-	N/A	-	10,698	-
<b>Total Expenses</b>	<u><u>1,273,234</u></u>	<u><u>1,273,234</u></u>	<u><u>809,847</u></u>	64%	<u><u>459,079</u></u>	<u><u>1,002,753</u></u>	<u><u>981,234</u></u>
<b>Change in Net Position - Budget Basis</b>	<u><u>(112,664)</u></u>	<u><u>(112,664)</u></u>	<u><u>274,296</u></u>		<u><u>318,051</u></u>	<u><u>251,146</u></u>	<u><u>247,122</u></u>
<b>Reconciliation to GAAP Basis</b>							
Debt principle			-			21,998	-
Depreciation			-			(46,088)	(47,832)
Capitalized assets			-			39,437	-
Landfill closure/post-closure (cost)/recovery			-			(42,989)	(40,168)
<b>Change in net position - GAAP basis</b>			<u>274,296</u>			<u>223,504</u>	<u>159,122</u>
<b>Net Position - Beginning of Year</b>			1,010,965			982,464	823,342
<b>Prior period adjustment</b>			-			(195,003)	-
<b>Net Position - End of Year</b>			<u>\$ 1,285,261</u>			<u>\$ 1,010,965</u>	<u>\$ 982,464</u>

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

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31, 2020                      2019</u>	
<b>Revenues:</b>							
Contributions:							
Medical	\$ 346,000	\$ 346,000	\$ 240,282	69%	\$ (105,718)	\$ 325,225	\$ 346,315
Medical	1,730,000	1,730,000	1,293,304	75%	(436,696)	1,537,916	1,615,955
Dental	152,000	152,000	114,148	75%	(37,852)	148,693	152,191
Other	80,900	80,900	60,244	74%	(20,656)	78,466	80,252
Prescriptions	240,000	240,000	-	0%	(240,000)	168,134	127,483
COBRA	11,150	11,150	9,497	85%	(1,653)	5,859	17,382
Insurance proceeds	1,000	1,000	39,089	3909%	38,089	385,679	432,557
Refunds	7,120	7,120	16,945	238%	9,825	15,663	409
Rebates	10,000	10,000	230	2%	(9,770)	6,861	33,172
Investment revenue	40,000	40,000	(462)	-1%	(40,462)	44,417	64,967
<b>Total Revenues</b>	<u>2,618,170</u>	<u>2,618,170</u>	<u>1,773,277</u>	68%	<u>(844,893)</u>	<u>2,716,913</u>	<u>2,870,683</u>
<b>Expenses:</b>							
Personnel	15,179	17,505	12,638	72%	4,867	15,258	13,900
Contracted services	150,000	150,000	168,615	112%	(18,615)	320,040	136,243
Other professional services	42,994	42,994	29,162	68%	13,832	36,069	41,346
Administration fees	57,960	57,960	58,136	100%	(176)	69,720	48,097
Insurance and bonds	390,246	408,594	407,074	100%	1,520	371,987	387,215
Insurance claims:							
Medical	1,500,000	1,500,000	812,261	54%	687,739	1,774,096	1,268,050
Dental	130,000	130,000	86,416	66%	43,584	128,647	115,721
Vision	10,000	10,000	10,965	110%	(965)	8,671	8,739
Prescriptions	250,000	250,000	128,324	51%	121,676	174,995	160,654
Stop loss	353,000	353,000	282,279	80%	70,721	261,509	352,179
Unemployment	16,400	16,400	9,402	57%	6,999	24,440	2,242
Health savings account	25,000	30,000	15,150	51%	14,850	10,950	14,548
Transfers out	49,032	49,824	40,860	82%	8,964	49,824	1,813
<b>Total Expenses</b>	<u>2,989,811</u>	<u>3,016,277</u>	<u>2,061,280</u>	68%	<u>954,997</u>	<u>3,246,206</u>	<u>2,550,747</u>
<b>Change in Net Position</b>	\$ <u>(371,641)</u>	\$ <u>(398,107)</u>	(288,003)		\$ <u>110,104</u>	(529,293)	319,936
<b>Net Position - Beginning of Year</b>			1,930,059			2,459,352	2,139,416
<b>Net Position - End of Year</b>			\$ <u>1,642,056</u>			\$ <u>1,930,059</u>	\$ <u>2,459,352</u>



## Gunnison County, CO Sales Tax Analysis

MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
	JAN.	\$ 124,812	\$ 138,778	\$ 158,391	\$ 169,492	\$ 210,792	\$ 232,846
FEB.	162,620	146,348	146,776	166,280	214,522	256,460	41,938
MAR.	155,912	174,850	167,236	175,056	168,174	289,047	120,873
APR.	103,803	95,463	119,378	131,631	138,077	198,871	60,794
MAY	108,133	114,855	141,564	142,361	170,400	232,172	61,772
JUN.	179,753	182,927	212,726	236,407	251,464	359,388	107,924
JUL.	236,207	223,910	280,130	312,630	333,856	409,244	75,388
AUG.	228,310	238,981	232,909	272,405	303,901	364,175	60,274
SEP.	187,825	200,135	275,372	246,783	324,845	372,024	47,179
OCT.	119,881	139,798	158,391	201,630	237,616		
NOV.	95,291	115,684	124,680	172,530	204,231		
DEC.	171,376	181,468	193,386	259,514	297,746		
<b>TOTAL</b>	<b>\$ 1,873,923</b>	<b>\$ 1,953,197</b>	<b>\$ 2,210,939</b>	<b>\$ 2,486,719</b>	<b>\$ 2,855,624</b>	<b>\$ 2,714,228</b>	<b>\$ 598,197</b>

### INCREASE/(DECREASE) IN SALES TAX COLLECTION

N/A      \$ 79,274      \$ 257,742      \$ 275,780      \$ 368,905      \$ 598,197

### % INCREASE FROM PREVIOUS YEAR

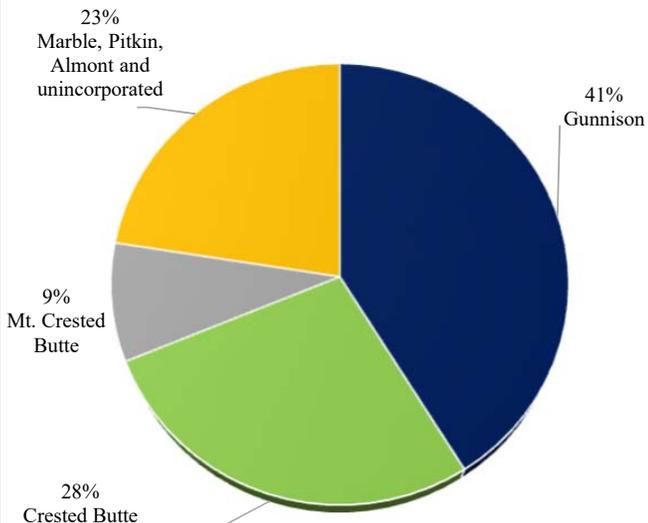
N/A      4.23%      13.20%      12.47%      14.84%      28.27%

### BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 1,838,000	\$ 1,838,400	\$ 1,924,050	\$ 2,110,144	\$ 2,364,672	\$ 2,633,382
\$ 35,923	\$ 114,797	\$ 286,889	\$ 376,575	\$ 490,952	\$ 80,846
1.95%	6.24%	14.91%	17.85%	20.76%	3.07%

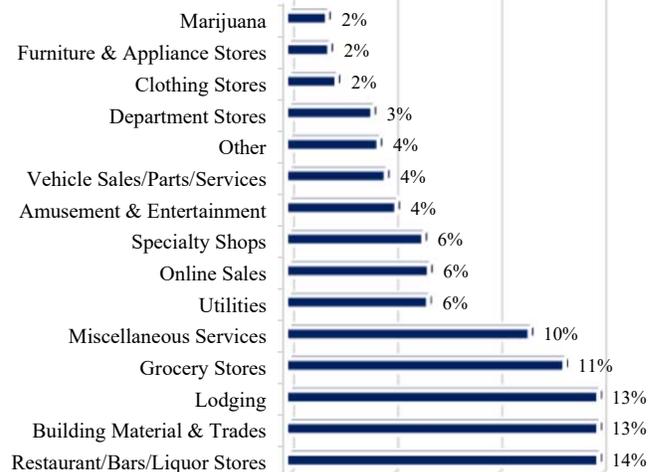
### 2021 Taxable Sales by Jurisdiction

Period ending September 30



### 2021 Sales Tax by Industry

Period ending September 30



# Lodging Tax

## Gunnison County, CO Lodging Tax Analysis

MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
	JAN.	\$ 154,436	\$ 131,290	\$ 151,064	\$ 182,040	\$ 192,500	\$ 255,794
FEB.	165,327	150,313	153,562	177,839	218,603	321,802	103,199
MAR.	164,788	191,482	225,891	209,741	183,758	403,592	219,834
APR.	102,950	125,862	56,936	101,064	75,416	95,161	19,745
MAY	49,027	56,778	80,399	70,528	25,651	113,119	87,468
JUN.	134,527	164,149	267,972	205,252	182,098	373,495	191,397
JUL.	267,932	267,633	313,473	309,873	353,689	478,803	125,114
AUG.	194,453	227,619	242,085	258,027	304,422	367,144	62,722
SEP.	224,683	249,060	294,660	276,904	364,005	430,845	66,840
OCT.	68,702	120,135	90,870	97,483	152,901		
NOV.	41,425	40,051	62,626	82,407	102,034		
DEC.	163,080	184,857	192,679	217,147	282,197		
<b>TOTAL</b>	<b>\$ 1,731,330</b>	<b>\$ 1,909,229</b>	<b>\$ 2,132,217</b>	<b>\$ 2,188,305</b>	<b>\$ 2,437,274</b>	<b>\$ 2,839,756</b>	<b>\$ 939,614</b>

### INCREASE/(DECREASE) IN LODGING TAX COLLECTION

N/A    \$ 177,899    \$ 222,988    \$ 56,088    \$ 248,969    \$ 939,614

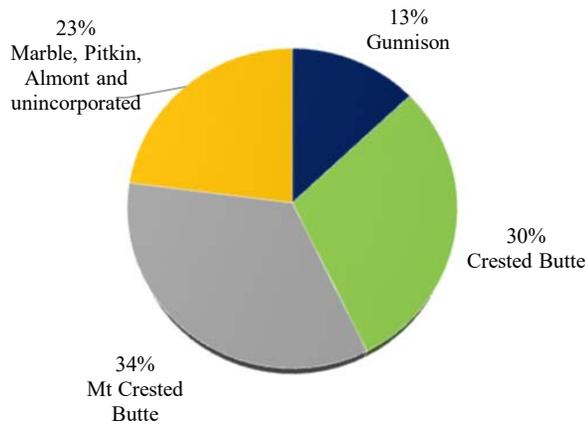
### % INCREASE FROM PREVIOUS YEAR

N/A    10.28%    11.68%    2.63%    11.38%    49.45%

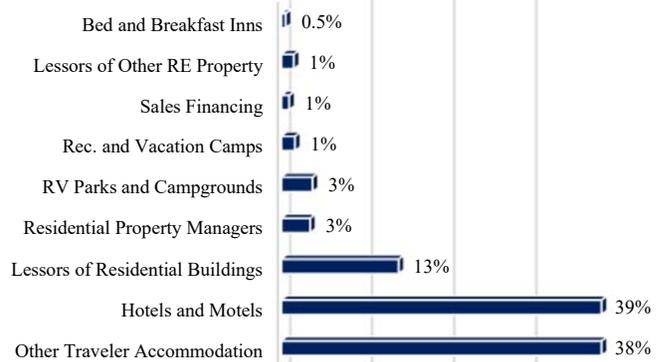
### BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 1,300,000	\$ 1,400,000	\$ 1,958,078	\$ 2,241,524	\$ 2,165,100	\$ 2,042,599
\$ 431,330	\$ 509,229	\$ 174,139	\$ (53,219)	\$ 272,174	\$ 797,157
33.18%	36.37%	8.89%	-2.37%	12.57%	39.03%

**2021 LMD Tax Collections By Jurisdiction**  
Period Ending September 30



**2021 LMD Tax Collection per Industry**  
Period Ending September 30





## Gunnison County, CO Property Tax Analysis

MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference
							FY 2021 - FY 2020
JAN.	\$ 332,370	\$ 264,506	\$ 1,070,026	\$ 233,522	\$ 134,475	\$ 173,274	\$ 38,799
FEB.	3,126,194	2,874,792	3,000,860	3,575,393	3,427,375	3,528,551	101,176
MAR.	727,516	1,477,410	856,748	893,247	1,394,706	1,968,791	574,085
APR.	2,126,794	2,138,588	2,493,976	2,585,290	2,271,679	2,740,269	468,590
MAY	899,323	920,359	664,214	783,630	956,206	958,883	2,677
JUN.	1,692,393	1,737,414	1,625,432	1,663,551	2,090,321	1,800,170	(290,151)
JUL.	256,839	263,452	307,803	322,482	418,233	328,913	(89,320)
AUG.	125,256	139,196	129,067	120,684	199,520	111,477	(88,043)
SEP.	45,571	46,996	27,126	54,505	29,812	47,113	17,301
OCT.	94,898	15,172	28,788	43,340	24,691		
NOV.	692	73,590	33,614	45,832	67,256		
DEC.	3,343	518	240	758	1,571		
<b>TOTAL</b>	<b>\$ 9,431,189</b>	<b>\$ 9,951,993</b>	<b>\$ 10,237,894</b>	<b>\$ 10,322,234</b>	<b>\$ 11,015,845</b>	<b>\$ 11,657,441</b>	<b>\$ 735,114</b>

### 1st Nine Month Collection & % of Total Collection

\$ 9,332,256	\$ 9,862,713	\$ 10,175,252	\$ 10,232,304	\$ 10,922,327	\$ 11,657,441
99%	99%	99%	99%	99%	100%

### INCREASE/(DECREASE) IN CURRENT PROPERTY TAX COLLECTION

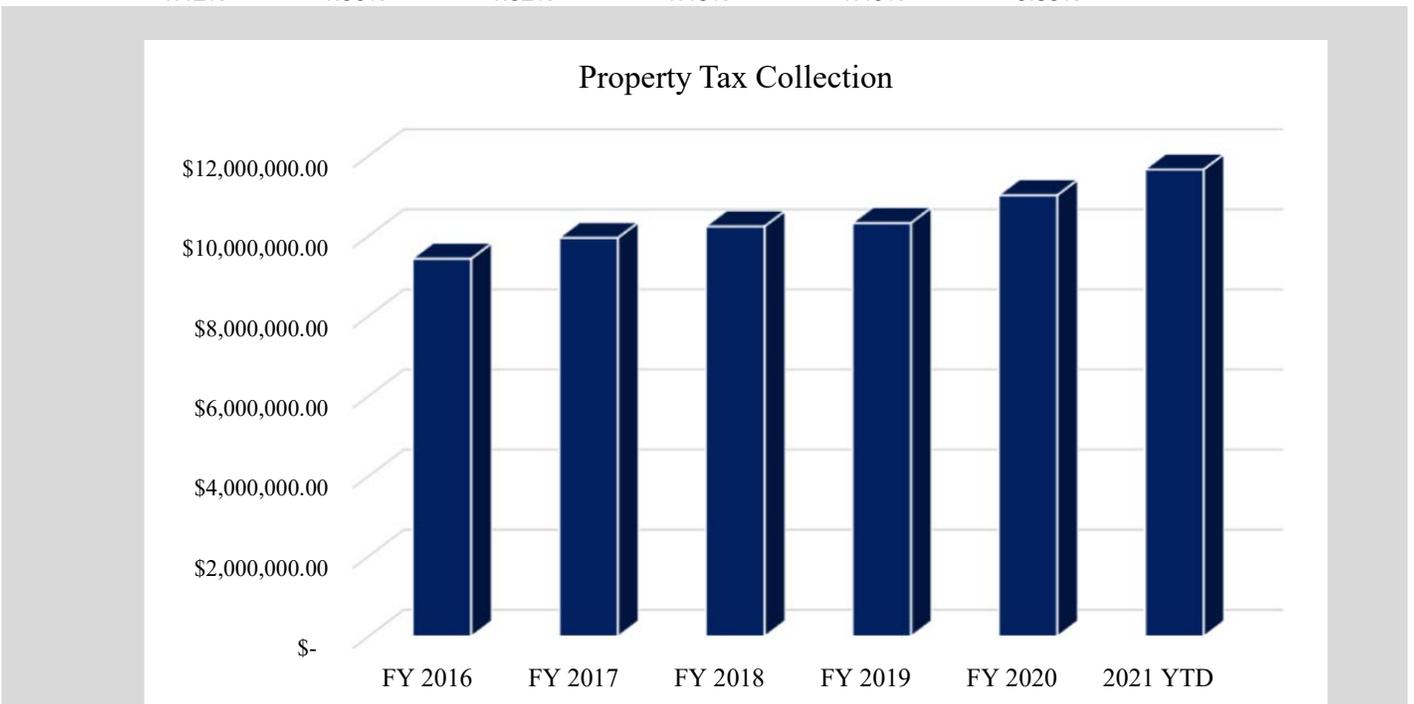
N/A	\$ 520,804	\$ 285,901	\$ 84,340	\$ 693,611	\$ 735,114
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### % INCREASE FROM PREVIOUS YEAR

N/A	5.52%	2.87%	0.82%	6.72%	6.73%
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### BUDGET VS. ACTUAL VARIANCE ANALYSIS

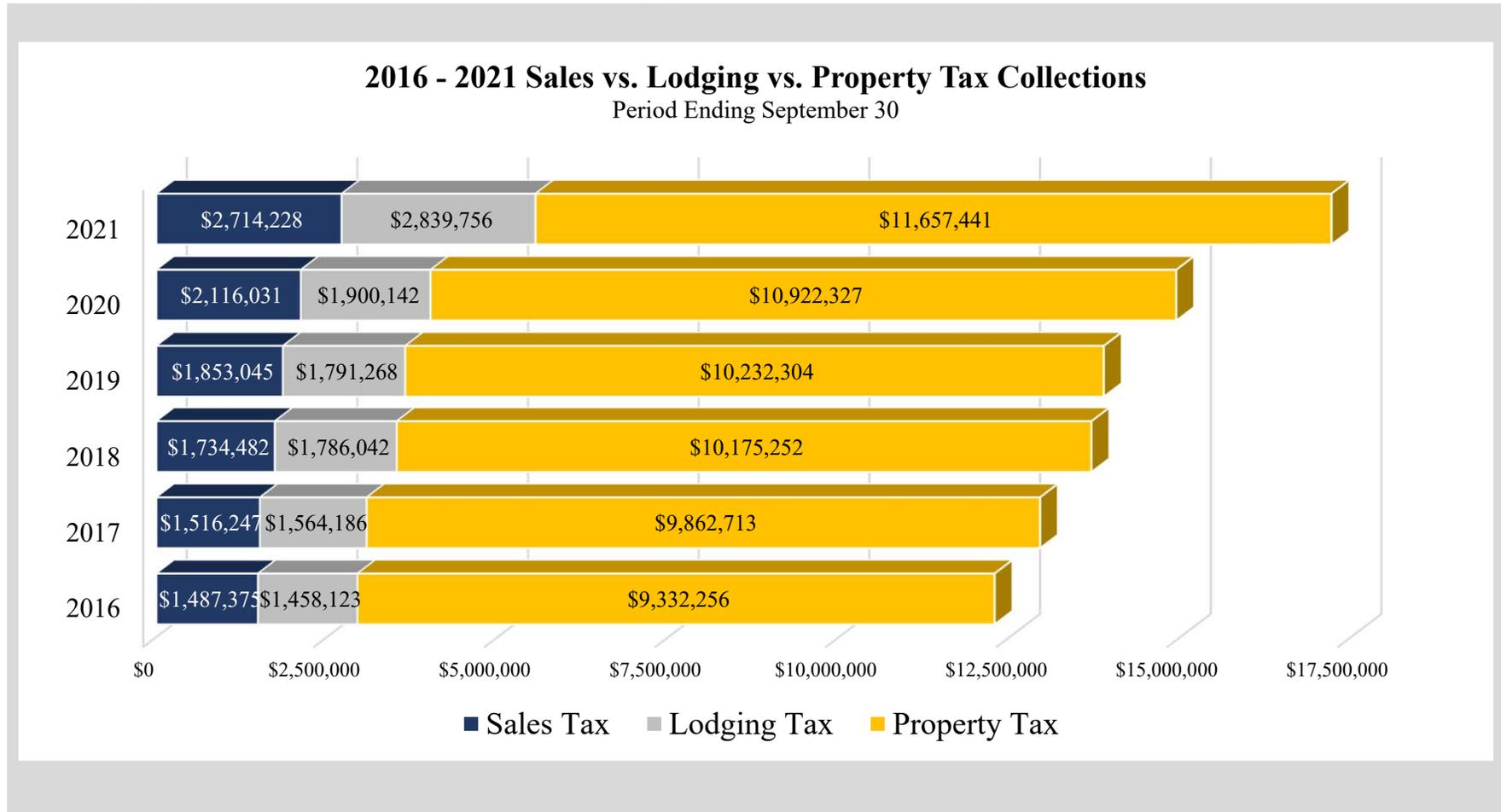
\$ 9,299,510	\$ 9,818,217	\$ 10,104,199	\$ 10,174,554	\$ 10,853,919	\$ 11,559,653
\$ 131,679	\$ 133,776	\$ 133,695	\$ 147,680	\$ 161,926	\$ 97,788
1.42%	1.36%	1.32%	1.45%	1.49%	0.85%



Source: County Treasurer

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

The following graph shows the comparison of the total sales tax, lodging tax and property tax collections for the past five years.





## Gunnison County, CO ECONOMIC INDICATOR Building Permit Valuation Activity Analysis

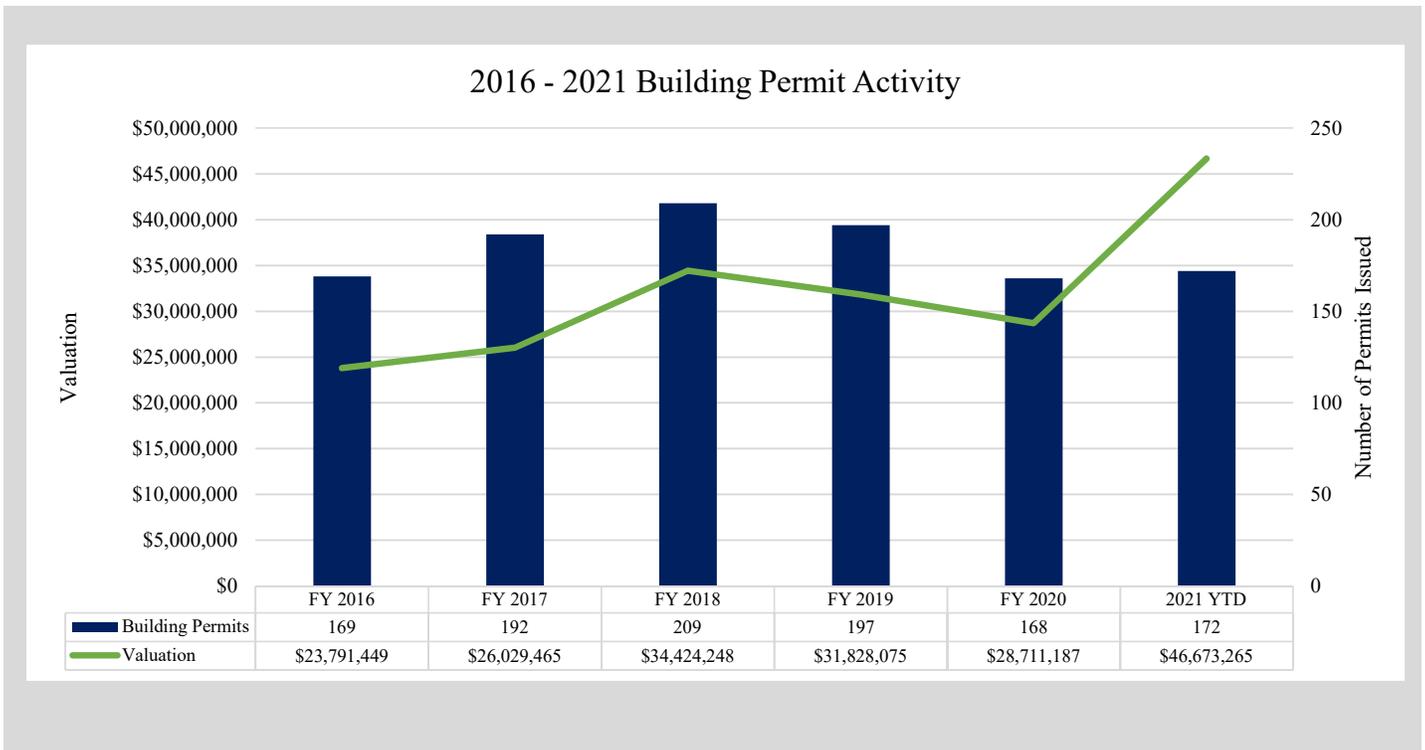
MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
	JAN.	\$ 50,910	\$ 26,007	\$ 1,067,608	\$ 16,000	\$ 413,103	\$ 224,900
FEB.	78,995	186,362	149,524	329,908	783,571	398,665	(384,906)
MAR.	952,376	1,102,963	1,152,007	31,144	1,103,238	2,468,015	1,364,777
APR.	1,769,554	1,232,943	1,795,091	4,911,591	1,366,080	6,002,259	4,636,179
MAY	4,741,821	4,227,945	7,529,760	6,016,672	3,344,675	6,083,995	2,739,320
JUN.	4,913,978	4,907,746	4,573,576	5,314,445	4,267,340	8,408,241	4,140,901
JUL.	6,017,275	2,505,754	3,656,211	4,746,933	3,134,006	11,161,101	8,027,095
AUG.	1,679,346	2,165,369	5,677,517	4,376,944	5,627,681	3,291,328	(2,336,353)
SEP.	816,999	4,765,416	3,246,352	653,218	3,460,940	8,634,761	5,173,821
OCT.	1,733,009	2,617,901	3,721,891	1,746,144	4,212,498		
NOV.	809,240	976,629	1,705,622	3,407,251	847,460		
DEC.	227,946	1,314,430	149,089	277,825	150,595		
<b>TOTAL</b>	<b>\$23,791,449</b>	<b>\$ 26,029,465</b>	<b>\$ 34,424,248</b>	<b>\$ 31,828,075</b>	<b>\$ 28,711,187</b>	<b>\$ 46,673,265</b>	<b>\$ 23,172,631</b>

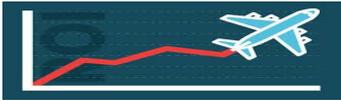
### INCREASE/(DECREASE) IN ACTIVITY

N/A      \$ 2,238,016      \$ 8,394,783      \$ (2,596,173)      \$ (3,116,888)      \$ 23,172,631

### % INCREASE FROM PREVIOUS YEAR

N/A      9.41%      32.25%      -7.54%      -9.79%      98.60%





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

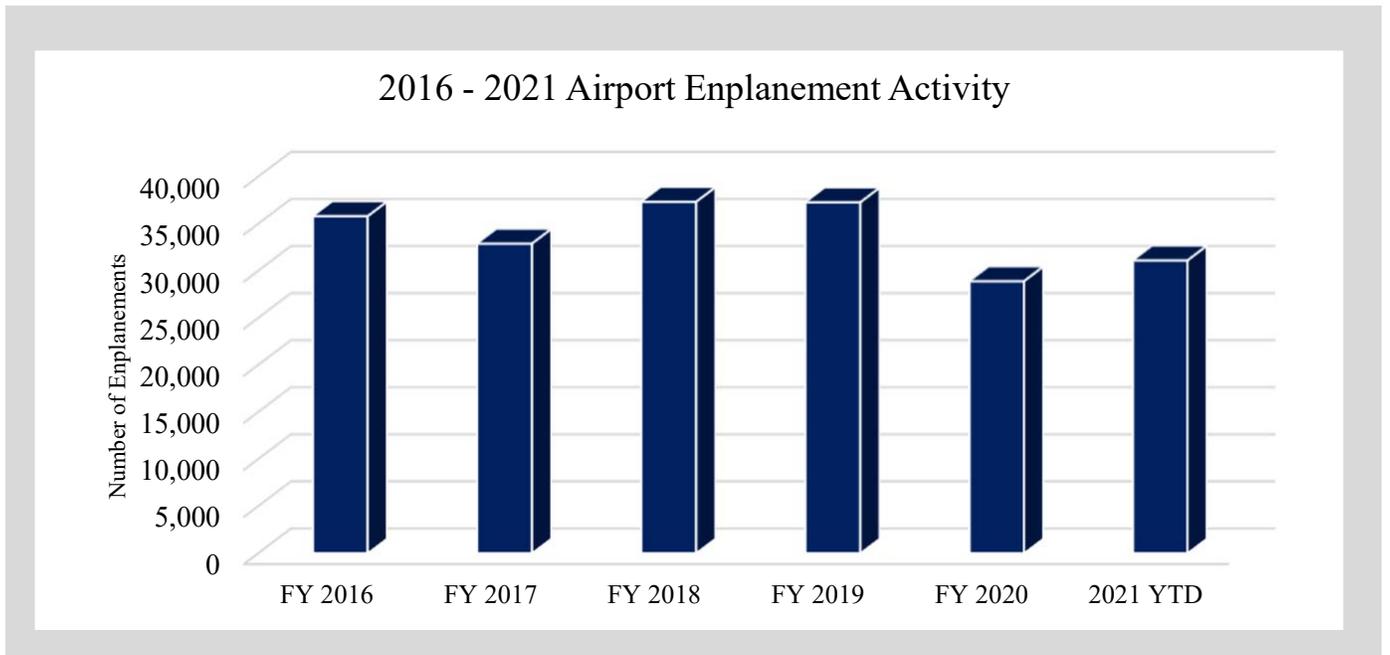
MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
	JAN.	5,504	5,567	6,753	6,214	6,600	4,441
FEB.	6,129	5,233	5,397	5,225	6,545	4,497	(2,048)
MAR.	7,119	7,269	6,166	6,648	4,311	6,376	2,065
APR.	850	507	1,444	937	30	1,576	1,546
MAY	-	-	884	794	75	1,520	1,445
JUN.	800	248	1,779	2,108	241	2,268	2,027
JUL.	4,010	3,617	4,155	4,206	1,811	3,716	1,905
AUG.	3,171	2,643	3,471	3,560	2,241	3,885	1,644
SEP.	1,496	1,350	1,540	2,133	2,081	2,821	740
OCT.	1,225	1,110	1,270	1,216	1,357		
NOV.	873	942	868	825	831		
DEC.	4,620	4,399	3,594	3,408	2,775		
<b>TOTAL</b>	<u>35,797</u>	<u>32,885</u>	<u>37,321</u>	<u>37,274</u>	<u>28,898</u>	<u>31,100</u>	7,165

**INCREASE/(DECREASE) IN ACTIVITY**

N/A    \$ (2,912)    \$ 4,436    \$ (47)    \$ (8,376)    \$ 7,165

**% INCREASE FROM PREVIOUS YEAR**

N/A    -8.13%    13.49%    -0.13%    -22.47%    29.94%





## Gunnison County, CO ECONOMIC INDICATOR Unemployment Rate Analysis

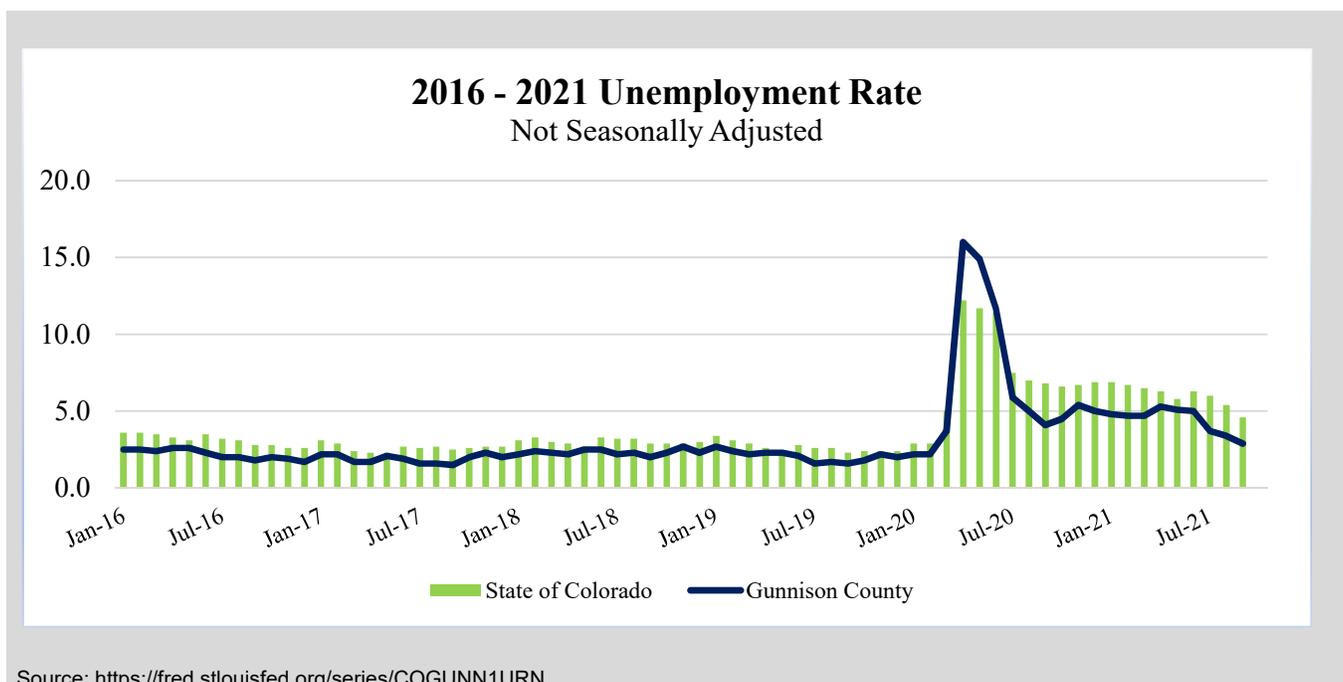
MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
	JAN.	2.5	2.2	2.2	2.7	2.2	4.8
FEB.	2.5	2.2	2.4	2.4	2.2	4.7	2.5
MAR.	2.4	1.7	2.3	2.2	3.7	4.7	1.0
APR.	2.6	1.7	2.2	2.3	16.0	5.3	(10.7)
MAY	2.6	2.1	2.5	2.3	14.9	5.1	(9.8)
JUN.	2.3	1.9	2.5	2.1	11.7	5.0	(6.7)
JUL.	2.0	1.6	2.2	1.6	5.9	3.7	(2.2)
AUG.	2.0	1.6	2.3	1.7	5.0	3.4	(1.6)
SEP.	1.8	1.5	2.0	1.6	4.1	2.9	(1.2)
OCT.	2.0	2.0	2.3	1.8	4.5		
NOV.	1.9	2.3	2.7	2.2	5.4		
DEC.	1.7	2.0	2.3	2.0	5.0		
<b>Average</b>	<u>2.19</u>	<u>1.90</u>	<u>2.33</u>	<u>2.08</u>	<u>6.72</u>	<u>4.40</u>	<u>(3.52)</u>

### INCREASE/(DECREASE) IN CURRENT ACTIVITY

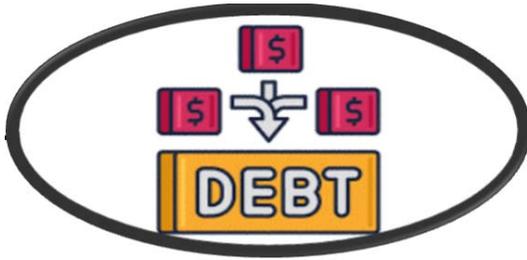
N/A      (0.29)      0.43      (0.25)      4.64      (1.20)

### % INCREASE FROM PREVIOUS YEAR

N/A      13.31%      -22.37%      10.75%      -223.69%      29.27%



Source: <https://fred.stlouisfed.org/series/COGUNN1URN>



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

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

Note: The most recent bond rating was conducted by Moody's Investor Service and assigned Gunnison County a rating of Aa2.



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

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



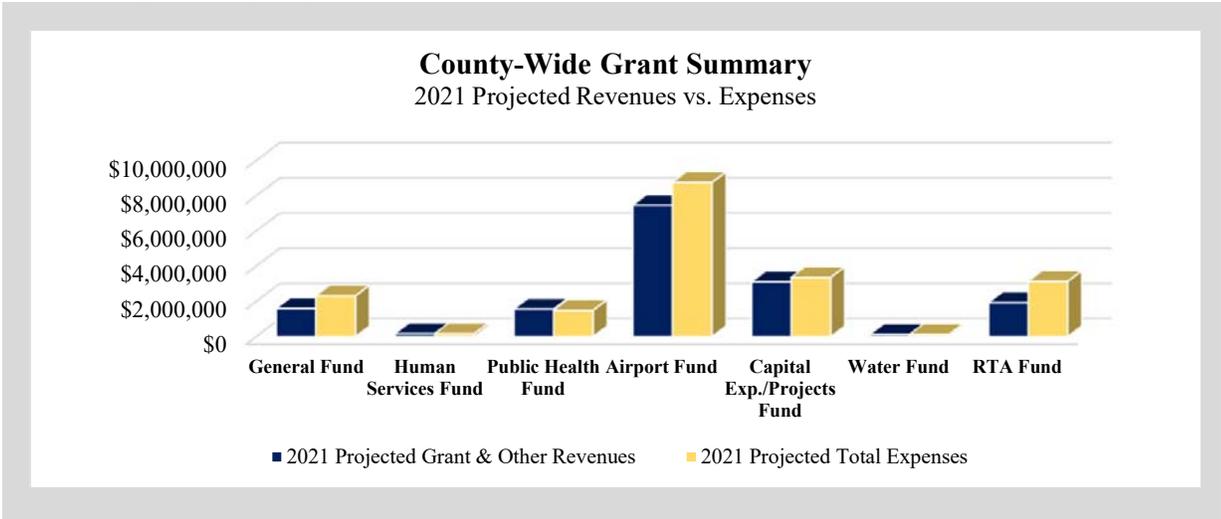
**Gunnison County, CO**  
**CAPITAL IMPROVEMENT PROJECT LISTING**  
 For the QUARTER Ended September 30, 2021

	Budget/Est. Contract Price	Prior Years	FY 2021	Total Paid	Retainage			Balance To Be Paid	% Complete
					Prior FY	This FY	Total		
1 Airport Terminal Reconstruction									
Architect <i>Gensler</i>	\$ 2,267,337	\$ 1,401,063	\$ 464,816	\$ 1,865,879	\$ -	\$ -	\$ -	\$ 401,458	82.3%
Studies <i>Mead &amp; Hunt</i>	166,593	166,593	-	166,593	-	-	-	-	100.0%
Construction <i>Shaw Constr</i>	24,387,535	-	6,909,822	6,909,822	-	345,491	345,491	17,477,713	29.8%
Other	228,782	127,614	101,168	228,782	-	-	-	-	
<b>Project Total</b>	<b>\$ 27,050,247</b>	<b>\$ 1,695,270</b>	<b>\$ 7,475,806</b>	<b>\$ 9,171,076</b>	<b>\$ -</b>	<b>\$ 345,491</b>	<b>\$ 345,491</b>	<b>\$ 17,879,171</b>	
2 Library									
Architect <i>Anderson Hallas</i>	\$ 1,100,000	\$ 50,000	\$ 700,465	\$ 750,465	\$ -	\$ -	\$ -	\$ 349,535	68.2%
Construction <i>Black Dragon Dev</i>	9,251,599	94,234	3,855,718	3,949,952	-	211,949	372,927	\$ 5,301,647	46.7%
Other	1,287,190	83,575	-	83,575	-	83,575	83,575	\$ 1,203,615	
<b>Project Total</b>	<b>\$ 11,638,789</b>	<b>\$ 227,809</b>	<b>\$ 4,556,183</b>	<b>\$ 4,783,992</b>	<b>\$ -</b>	<b>\$ 295,524</b>	<b>\$ 456,502</b>	<b>\$ 6,854,797</b>	
3 Shady Island River Access Park									
Engineering <i>Merrick</i>	\$ 63,682	\$ 57,152	\$ 6,556	\$ 63,708	\$ -	\$ -	\$ -	\$ (26)	100.0%
Construction <i>Spallone</i>	472,990	132,926	292,765	425,691	14,770	32,529	47,299	\$ 47,299	100.0%
Other	104,997	104,997	-	104,997	-	104,997	104,997	\$ -	
<b>Project Total</b>	<b>\$ 641,669</b>	<b>\$ 295,075</b>	<b>\$ 299,321</b>	<b>\$ 594,396</b>	<b>\$ 14,770</b>	<b>\$ 137,526</b>	<b>\$ 152,296</b>	<b>\$ 47,273</b>	
4 Energy Efficiency Project - Geothermal									
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Construction <i>Johnson Controls</i>	1,740,791	950,396	703,355	1,653,751	47,333	39,707	87,040	\$ 87,040	100.0%
Other	-	-	-	-	-	-	-	\$ -	
<b>Project Total</b>	<b>\$ 1,740,791</b>	<b>\$ 950,396</b>	<b>\$ 703,355</b>	<b>\$ 1,653,751</b>	<b>\$ 47,333</b>	<b>\$ 39,707</b>	<b>\$ 87,040</b>	<b>\$ 87,040</b>	
<b>Count- Wide Projects TOTAL</b>	<b>\$ 41,071,496</b>	<b>\$ 3,168,550</b>	<b>\$ 13,034,665</b>	<b>\$ 16,203,215</b>	<b>\$ 62,103</b>	<b>\$ 818,248</b>	<b>\$ 1,041,329</b>	<b>\$ 24,868,282</b>	<b>42.0%</b>



**Gunnison County, CO**  
**GRANTS**  
**For the QUARTER Ended September 30, 2021**

Grants by Fund	Original Budget	Final Budget	2021 Projection	2020 Actual
<b><u>General Fund:</u></b>				
Grant and Other Revenues	\$ (1,362,052)	\$ (1,509,665)	\$ (1,580,850)	\$ (1,849,890)
Total Expenses	\$ 2,102,575	\$ 2,291,795	\$ 2,304,590	\$ 1,946,563
Net - Expenses over/(under) Revenues	\$ 740,523	\$ 782,130	\$ 723,740	\$ 96,673
<b><u>Human Services Fund:</u></b>				
Grant and Other Revenues	\$ (186,965)	\$ (186,965)	\$ (151,670)	\$ (186,974)
Total Expenses	\$ 186,215	\$ 186,215	\$ 151,550	\$ 184,664
Net - Expenses over/(under) Revenues	\$ (750)	\$ (750)	\$ (120)	\$ (2,311)
<b><u>Public Health Fund:</u></b>				
Grant and Other Revenues	\$ (897,384)	\$ (1,654,951)	\$ (1,544,010)	\$ (1,057,674)
Total Expenses	\$ 887,866	\$ 1,625,315	\$ 1,483,140	\$ 1,029,148
Net - Expenses over/(under) Revenues	\$ (9,518)	\$ (29,636)	\$ (60,870)	\$ (28,526)
<b><u>Airport Fund:</u></b>				
Grant and Other Revenues	\$ (7,627,651)	\$ (7,627,651)	\$ (7,444,020)	\$ (2,046,331)
Total Expenses	\$ 8,870,324	\$ 8,870,324	\$ 8,741,360	\$ 1,145,874
Net - Expenses over/(under) Revenues	\$ 1,242,673	\$ 1,242,673	\$ 1,297,340	\$ (900,457)
<b><u>Capital Expense/Projects Fund:</u></b>				
Grant and Other Revenues	\$ (561,480)	\$ (1,245,382)	\$ (3,093,950)	\$ (10,343,957)
Total Expenses	\$ 791,112	\$ 1,613,531	\$ 3,351,880	\$ 2,773,729
Net - Expenses over/(under) Revenues	\$ 229,632	\$ 368,149	\$ 257,930	\$ (7,570,228)
<b><u>Water Fund:</u></b>				
Grant and Other Revenues	\$ -	\$ (118,266)	\$ (117,860)	\$ (18,570)
Total Expenses	\$ -	\$ 97,770	\$ 118,260	\$ 18,816
Net - Expenses over/(under) Revenues	\$ -	\$ (20,496)	\$ 400	\$ 246
<b><u>RTA Fund:</u></b>				
Grant and Other Revenues	\$ (847,418)	\$ (847,418)	\$ (1,914,520)	\$ (1,271,563)
Total Expenses	\$ 2,485,000	\$ 2,485,000	\$ 3,122,940	\$ 2,333,127
Net - Expenses over/(under) Revenues	\$ 1,637,582	\$ 1,637,582	\$ 1,208,420	\$ 1,061,564



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Gunnison County Emergency Operations Plan Update

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** EOP adoption

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Board adoption of the revised EOP

**Fiscal Impact:** None

**Submitted by:** Scott Morrill

**Submitter's Email Address:** smorrill@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: 11/12/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/12/2021

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 15 minutes

Agenda Date: 11/16/2021



# Emergency Operations Plan

Adopted by the Gunnison County Board of County Commissioners: June 06, 2017

## Table of Contents

**It should be noted that this is the Base Emergency Operations Plan. There are numerous supporting annexes and stand-alone supporting plans which are critical to the functionality of this Base Plan. See list of plans and annexes below the Table of Contents.**

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### **EOP Annexes**

Annex A	ESF table
Annex B	EOC Guide
Annex B.1	EOC Job Aids
Annex D	Natural Hazards Management Structure and Considerations
Annex E	Human Caused Hazards Management Structure and Considerations
Annex F	Critical Infrastructure Disruption Management Structure and Considerations
Annex G	Disaster Related Documents (BoCC Guide, Resolutions, Declaration Templates, Delegation Templates).

**Below is a list of disaster related plans (with a brief summary of each) which support the Gunnison County Emergency Operations Plan. These plans are located on the bookshelf in the EOC and on the Emergency Management Shared Drive under Plans:**

1. Evacuation and Sheltering – Identifies Red Cross approved shelters, their location, amenities and contact info. This plan also provides guidance on types of evacuation options.
2. Public Alert, Warning and Notification – Ensures provision of accurate and timely public alerts and warnings. This Plan reviews who is authorized to send messages, message content guidelines, and different alert and warning systems/contacts.
3. Resource Mobilization (Process and Resource Lists) – Describes the process for coordinated, effective and efficient resource ordering of local, mutual-aid, state and federal resources during incidents. This includes single point ordering, tracking, financial accountability, and timely acquisition of requested resource.
4. Donation & Volunteer Management – Describes the responsibilities of both donation and volunteer management and planning considerations for each.
5. Rapid Needs Assessment – Describes what a Rapid Needs Assessment is and what it accomplishes. It provides forms and maps needed to accomplish a Rapid Needs Assessment.
6. Recovery - The Gunnison County Disaster Recovery Plan provides an overview of how Gunnison County as an organization will prepare for and coordinate recovery from a disaster in collaboration with partner jurisdictions and agencies, utilizing the “Whole Community” planning approach.
7. Re-Entry - The purpose of this plan is to provide for the safe and efficient re-entry of residents into the area of an incident. This document outlines the process to evaluate and assess the immediate human and animal needs prior to and during the re-entry phase of an incident.
8. Damage Assessment – Describes who conducts damage assessments and the major components of a damage assessment.
9. Debris Management – Describes how large amounts of debris post-disaster may be cleared and disposed of.
10. Mutual Aid Agreement Binder – Contains all of the mutual aid agreements Gunnison County is a part of in relation to emergency management.
11. Gunnison Regional Communications Center Field User Guide – Describes day to day operations for users of radios in the Gunnison County Regional Communications Center service area.
12. West Region Tactical Interoperable Communications Plan – Describes radio communications between West Region counties to include Gunnison, Delta, Hinsdale, Montrose, Ouray, and San Miguel counties.

**Other Jurisdictional Plans: See Section 7, Municipalities, Special Districts and Other Organizations, of this Emergency Operations Plan for list of jurisdictional plans. For copies of these plans, see appropriate binder on bookshelf in EOC or contact the plan owner.**

*Note:* Supporting Gunnison County documents with links may be developed and revised independent of the base plan. **Report broken links to OEM at 970-641-2481 or [eclay@gunnisoncounty.org](mailto:eclay@gunnisoncounty.org) or [smorrill@gunnisoncounty.org](mailto:smorrill@gunnisoncounty.org)**

## Acronyms and Abbreviations Used in this Plan

AFPD	Arrowhead Fire Protection District
AOP	Annual Operating Plan (State/County Sheriff Wildfire Agreement)
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
CBFPD	Crested Butte Fire Protection Dist.
CHIRRP	Colorado Hazard and Incident Response and Recovery Plan (State EOP)
CDPHE	Colorado Dept. of Health and Environment
CDPW	Colorado Dept. of Parks and Wildlife
COG	Continuity of Government
COOP	Continuity of Operations Plan
CDOT	Colorado Dept. of Transportation
CSP	Colorado State Patrol
DFPC	Colorado Division of Fire Prevention and Control
DHSEM	Colorado Division of Homeland Security and Emergency Management
DMORT	Disaster Operational Mortuary Response Team
DTRS	Digital Trunked Radio System
E-911	Enhanced 9-1-1 System
EAS/EAN	Emergency Alert System/Emergency Alert Network
EAP	Emergency Action Plan
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FBO	Flight Based Operation at Airport for General Aviation. Managed by AvFlight Inc.
GCC	Gunnison Communications Center
GIS	Gunnison County Geographical Information Service
GRCC	Gunnison Regional Communications Center (Dispatch)
GVFD	Gunnison Volunteer Fire Dept.
GVH	Gunnison Valley Hospital
IAP	Incident Action Plan
IC	Incident Command or Commander
ICP	Incident Command Post
ICS	Incident Command System
IGA	Inter-Governmental Agreement
IT	Gunnison County Information Technology
JIC	Joint Information Center
MAA	Mutual Aid Agreement
MAC	Mutual Aid Channel or Multi-Agency Coordination (depending on context)
MACC	Multi-Agency Coordination Center
MCI	Mass Casualty Incident
MOU	Memorandum of Understanding
MSAG	Master Street Address Guide
NIMS	National Incident Management System
NPS	National Park Service
NRCS	National Resource Conservation Service
OEM	Gunnison County Office of Emergency Management
PIO	Public Information Officer
RTA	Rural Transportation Authority
SAR	Search and Rescue
SEOC	State of Colorado Emergency Operations Center
SOP	Standard Operating Procedures
UC	Unified Command (ICS)
USFS	United States Forest Service
WMD	Weapons of Mass Destruction

# Section 1

## Purpose of the Gunnison Emergency Operations Plan

The Gunnison County Emergency Operations Plan is designed with several goals in mind, the end result of which is to make Gunnison County safer and more resilient for our citizens, visitors, county staff and emergency services personnel. This is accomplished by developing a plan which provides a flexible blueprint for overall coordination of major emergencies. This EOP unifies County departments and community partners in a common goal to mitigate against, prepare for, respond to, and recover from the threats and hazards that pose a risk to Gunnison County.

This plan is intended to provide general guidelines and principles for managing and coordinating the overall planning, response and recovery activities before, during and after major emergencies and disasters that affect unincorporated areas of Gunnison County. This includes incorporated areas of Gunnison County, which have agreements with and/or rely on Gunnison County for the provision of emergency management assistance.

As with all plans of this type, this emergency plan is a tool, and should be used as a guide. It is not possible to cover every possible situation that may arise.

It is not the purpose of this plan to replace or countermand existing policies and procedures of emergency service agencies, other governmental entities or state or federal laws. Nor is it the intent of this plan to dictate tactical or operational activities of departments or agencies responding to an incident, as those activities will be directed by Incident Command.

Each jurisdiction and public safety agency with-in Gunnison County is expected to have in place its own current emergency operations plan, and to utilize those plans during operations and trainings. It is the responsibility of Gunnison County and its partner agencies/entities to ensure that their respective emergency plans are compatible with and do not contradict each other. See Section 7, Municipalities, Special Districts and Other Organizations, for a list of jurisdictions known to have Emergency Operations Plans.

All jurisdictions, organizations, agencies and special districts in Gunnison County are encouraged to develop and maintain Continuity of Operations Plans (COOP) as defined in the National Incident Management System (NIMS) and the National Response Framework (NRF).

## Section 2

# Letter of Authority, Distribution and Acceptance: Gunnison County Emergency Operations Plan

This document shall be known as the Gunnison County Emergency Operations Plan. The Gunnison County Emergency Operations Plan was adopted and signed by the Board of County Commissioners via and updated via Resolution \_\_\_\_\_.

All Gunnison County departments and offices as well as County personnel are directed to accept their respective responsibilities and roles in coordinating preparedness, mitigation, response and recovery activities prior to and during emergencies as outlined in this plan. This includes organizational planning and training necessary to implement the plan when required. **See Section 8, Designated Roles and Responsibilities.**

Nothing in this plan is intended to interfere with the delivery of the organizations' primary services, although during an emergency, resources may be temporarily redirected in order to effectively address the emergency. As necessary, a local disaster declaration will be issued to address those issues.

This Emergency Operations Plan will be updated regularly, to ensure that it remains an effective and accurate tool for managing emergencies. **See Section 10 Plan Maintenance, Training and Exercise.**

**See Section 11, Signature Sheets** for a list of departments, offices and agencies receiving a copy of the Gunnison County Emergency Operations Plan for their respective use during operational situations as well as for planning and training purposes. Additional copies of this plan are available upon request from the Office of Emergency Management. Recipients of copies of this plan are required to sign for their copy.

Current hard-copies of this plan shall reside in the Emergency Operations Center, Alternate Emergency Operations Center (in a box), the Incident Command/Communications Vehicle, and electronically on the Emergency Management Shared Drive.



## **Section 4**

### **Legal Authority - Statutes, Legislation, Resolutions**

This Gunnison County Emergency Operations Plan has been developed in accordance with the requirements for local emergency planning established under the State of Colorado Disaster Emergency Act and also meets the requirements of other state and federal guidelines for local emergency management plans and programs. This includes the “Whole Community” planning process as defined in federal and state statute.

The statutory authority for emergency/disaster plans can be found in the following:

#### Federal:

- Robert T. Stafford Disaster Relief and Emergency Assistance Act 93-288 May 1974; and as amended to 106-390 October 2000.
- National Response Framework
- Homeland Security Act and Information Sharing Act
- Homeland Security Presidential Directive 5, Management Of Domestic Incidents
- Homeland Security Presidential Directive 8, National Preparedness
- National Incident Management System (NIMS)
- Americans with Disabilities Act
- Post Katrina Reform Act

#### State:

- Colorado Revised Statutes, Colorado Disaster Emergency Act, specifically section 24-33.5-707 and other applicable sections 24-33.5-701 – 24-33.5-716.

#### Local:

##### Current / Active Resolutions #:

- 1988-10; Established the Emergency Management program and director position.
- 1989-31; Adopted the flood damage prevention resolution for the County.
- 1994-15; Entered Gunnison County into the Regional Emergency Planning Committee with Delta, Montrose, San Miguel, Ouray and Hinsdale Counties.
- 2006-17; Adopted NIMS / ICS as the basis for all incident management in the County.
- 2008-15; Established Gunnison County emergency and disaster management and procedures.
- 2020-11; Repeal and Replace 2015-02; Update of Resolution 2008-15: Established Gunnison County Emergency and Disaster Management and Procedures. (See Annex F)
- 2017-22; Adoption of revised Gunnison County EOP (See Annex F)

##### Repealed / Inactive Resolutions #:

- 2008-36; Adopted the Gunnison County EOP.
- 2015-2; A Resolution Amending Gunnison County Emergency and Disaster Management And Procedures.

Where appropriate, guidelines and information from the National Incident Management System and National Response Plan were incorporated into this EOP.

## Section 5

### Situation Overview

1. Gunnison County is located in southwest Colorado, approximately 210 miles southwest of Denver. Principal highways are US Hwy 50, Colorado Highways 135, 149 and 114. The County population is approximately 16,918 (2020 US Census figure, sourced from DOLA), and land-mass is approximately 3,300 square miles. Additional demographic and geographic information can be found in the Gunnison County Hazard Mitigation Plan and the Gunnison County Rapid Needs Assessment.
2. The Gunnison County Emergency Operations Plan was developed using the “Whole Community” concept, wherein all partners and stakeholders were provided the opportunity for participation and to provide input.
3. Gunnison County adopted its updated Hazard Mitigation Plan in August 2020. The Gunnison County 2020 Hazard Mitigation Plan re-evaluated the County’s and jurisdictions’ risk and vulnerabilities to natural hazards, and updated hazard mitigation goals, objectives, and actions to reduce the identified risks and vulnerabilities. The plan follows best practices and the guidelines put forth by the Federal Emergency Management Agency (FEMA). The Hazard Mitigation Plan contains a detailed hazard analysis for Gunnison County and its participating jurisdictions, and should be referenced for specific details.
4. Risk, as referenced in the Hazard Mitigation Plan, is the potential for damage, loss, or other impacts created by the interaction of natural hazards with community assets. Community assets in Gunnison County include property, businesses, critical resources, critical infrastructure, and natural resources. Vulnerability is defined as characteristics of community assets that make them susceptible to damage from a given hazard. In general, the County is most at risk to the hazards of flooding, severe winter storms, and wildland fire. The County also faces a medium risk to dam failure, drought, ice jams/ice jam flooding, high wind, and landslides/rockfall/debris flow.

## Section 6

### Planning Assumptions

1. Mutual aid, regional, state, and national resources will be available if requested during a disaster.
2. All Gunnison County departments and stakeholders will be familiar with this Plan.
3. Where appropriate, Gunnison County departments and stakeholders have in place current mutual aid agreements (or similar documents), establishing parameters and processes for requesting function specific assistance from other jurisdictions or organizations. **See Mutual Aid Agreement binder in EOC or Departmental COOP.**
4. Events that cross jurisdictions may result in the establishment of a Unified Command (UC). Events with multiple locations or incident sites may result in the establishment of an Area Command (AC).
5. Other jurisdictions and organizations will have their own current Emergency Operations Plan.
6. Response personnel have the appropriate level of trainings and certifications.

## Section 7

### Concept of Operations

#### Gunnison County Government

##### Overview

1. Gunnison County is responsible for emergency response operations in unincorporated areas of the county.

2. Gunnison County supports emergency response operations of, and coordinates with, the following municipalities and communities. Gunnison County may share the responsibility of emergency response operations during times of declared emergency or disaster.
  - a. Town of Crested Butte
  - b. Town of Mount Crested Butte
  - c. City of Gunnison
  - d. Town of Pitkin
  - e. Town of Marble
  - f. Portions of Saguache County falling with-in the primary response area of Gunnison County Emergency Services and are covered under discipline specific mutual aid agreements for this purpose.
3. Gunnison County as an organization (resolution 2006-17), and each jurisdiction/special district in Gunnison County has adopted the National Incident Management System (NIMS), which includes:
  - a. The Incident Command System (ICS) for managing all incidents.
  - b. The Multi-Agency Coordination (MAC) System to support complex incidents
  - c. The Joint Information System to coordinate incident information
4. Incidents will be managed in the field under the ICS structure, utilizing either a single Incident Commander or a Unified Command, depending on the scope and type of incident.
5. In accordance with the NIMS, the NRF, the State of Colorado Hazard and Incident Response and Recovery Plan (Colorado EOP), and recognized best practice, the Emergency Support Functions (ESF) model will provide the framework for this plan. **See Annex A – ESF Definitions.**
6. Every County department or office may be required to assist in supporting an emergency. If a department does not have a specific response role in a given emergency, that department may still be relied upon to fill support roles.
  - a. Resolution 2020-11 establishes Emergency and Disaster Management Procedures, which includes reassignment by county leadership of county employees and resources as necessary to address emergency situations. This resolution is included as an Appendix to this Plan.
7. Each County Department and Office is responsible for ensuring that staff have been trained to the appropriate level of incident command and incident management.
8. All County staff are expected to have been oriented and trained on roles and responsibilities in their departmental COOPs and departmental emergency procedures.
9. For disasters affecting unincorporated portions of Gunnison County, a formal declaration of a disaster by the Gunnison County Manager may be required as a precondition of some form of State or Federal assistance or to expedite State assistance. The Colorado Office of Emergency Management is the state agency responsible for processing requests for state and federal disaster assistance. As a result of a declared emergency or disaster event, State or Federal funding assistance is not guaranteed. See Section C of Resolution 2020-11 for Declaration Process. Resolution 2020-11 is in Annex F of this plan.
10. The **Colorado Office of Emergency Management (COEM)** is available 24 hours a day to provide advice and technical assistance to the County and to provide state resources or coordinate other supplemental assistance in support of local emergency management actions. The COEM Field Manager for Gunnison County is **Drew Petersen, cell 970-633-0201**. See the Gunnison County Resource Mobilization Plan for additional contact information.

### **Resource Mobilization**

1. Gunnison County Mutual-Aid agreements are created with input from the parties involved. The agreements are reviewed and refined with input from the County Attorney's Office, and then signed by all parties. Mutual-Aid agreements should be updated as necessary.
2. Assets are managed by different organizations in the County. For example, ambulances are owned by Gunnison Valley Hospital and Crested Butte Fire Protection District. Fire protection

assets are owned by the Fire Protection Districts in the County. During a disaster, the County will have to work with these organizations to manage the incident and utilize all assets available.

Refer to the Threat Annexes for detailed information on command and control during incidents.

3. Resource orders are made through the GRCC or Montrose Interagency Dispatch (MID) depending on the incident. If the EOC is activated, resource orders are facilitated by the Logistics Section. All resource orders should be documented on ICS form 213RR. If the Incident Commander orders resources with an urgent life safety component, the resource can be ordered immediately. See the Resource Mobilization Plan for further detail on ordering resources during a disaster in Gunnison County.
4. Gunnison County does not have an extensive list of resources, especially specialized resources that may be needed in certain emergencies or disasters. Examples of resources that the County does not have and will have to be requested from neighboring agencies through mutual aid or other means include but are not limited to: SWAT and Bomb Squad teams, specialized subject matter such as epidemiologists, water engineers, leak detection equipment, etc. A large-scale disaster may quickly overwhelm resources available in the County, such as ambulances and hospital capacity during a widespread medical emergency. Additionally, the resource gap may be personnel.
5. As an incident is developing and if the Incident Commander determines specialized resources or resources that exceed the capabilities of those in the County are needed to ensure a safe and effective response; resource gaps should be communicated to agency administrators to discuss the financial costs of resource orders. If the resource(s) are needed and authorized, the requesting agency should follow the procedures outlined in this plan as well as the Resource Mobilization Plan.
6. An important planning and response consideration for all agencies is that no county, special district or even the state has every resource that may be needed to respond to all emergencies and disasters.

### **Disaster Communications**

1. The Gunnison Regional Communications Center (GRCC) serves as the 9-1-1 (Public Safety Answering point (PSAP)) and dispatch center for public safety agencies based in Gunnison and Hinsdale Counties.
2. Routine operations will remain on the user's Primary Radio Channel. In the event an incident requires more than one agency type (i.e. EMS, fire, SAR) an incident channel or talk group should be used.
3. As an incident grows, regional or statewide MAC channels may be use for communications between Gunnison County and regional partners involved in the incident, as well as from Gunnison County to the state.
4. All forms of communication may be used during an incident, to include phone, email, radio, etc.
5. ICS forms 205 and 205a may be utilized to create a communication plan specific to the incident.
6. The GRCC Field User Guide details local radio communication procedures.
7. The West Region Tactical Interoperable Communications Plan describes communications between the West Region counties.

### **Recovery**

1. The Gunnison County Recovery Plan identifies the core activities necessary for successfully implementing the recovery process. The Recovery Plan utilizes an all-hazards approach, which works in consort with the Gunnison County Emergency Operations Plan. These core activities can be categorized under the Recovery Support Functions: Community Recovery Planning, Economic, Natural and Cultural Resources, Housing, Infrastructure, Safety and Security, and Community Service. The plan also establishes the roles and responsibilities of all stake holders in the recovery process, both pre and post-disaster.

- a. The Recovery Plan is part of a larger system of inter-related plans at the local, state and federal levels. They are founded upon the National Disaster Recovery Framework (NDRF) and the principles of the National Incident Management System (NIMS).
- b. The plan uses the all-hazards approach that addresses a full range of complex and constantly changing guidelines in recovering from major disasters or emergencies. It does not address issues of immediate response or communications.
- c. The recovery plan and its associated Emergency Support Functions and Recovery Support Functions (ESFs and RSFs) are intended to guide the County's short and long-term recovery efforts.
  - i. Short-term recovery efforts are initiated during and immediately after the disaster to focus on the restoration of essential services and providing for basic human needs, specifically housing, food, water and emotional/psychological support.
  - ii. Long term recovery efforts address cost accounting, reimbursement and restoring the community to pre-disaster conditions (if possible) and a state of normalcy, often called the "new normal". This includes tracking and resolving citizen unmet needs.

## **Municipalities, Special Districts and Other Organizations**

1. When an incident occurs with-in the boundaries of a municipality or on the property of an institution with a current EOP or similar document, management of that incident is the responsibility of that municipality or institution, and it is expected that the municipality or institution will utilize their EOP to manage the incident.
  - In these situations, if requested by the affected municipality/institution, the Gunnison County EOP could be used in a support role, where appropriate.
  - Similarly, it is assumed that for incidents occurring in Gunnison County, which necessitate use of the Gunnison County EOP, if requested, the organizations listed below could utilize their EOPs to support the County.
  - Response and recovery operations are the responsibility of the jurisdiction(s) in which the disaster occurs.
2. Organizations with a current Emergency Operations Plan (EOP) or similar document (hard copies of these plans can be found on the bookshelf in the EOC or from the plan owner):
  - a. Town of Crested Butte
  - b. Town of Mount Crested Butte
  - c. City of Gunnison
  - d. RE1J Gunnison Watershed School District
  - e. Western Colorado University
  - f. Gunnison Valley Health Systems
  - g. Gunnison – Crested Butte Regional Airport
  - h. Emergency Action Plans for area Dams
  - i. Colorado Hazard and Incident Response and Recovery Plan
3. Municipalities and organizations with an EOP are responsible for ensuring that their employees are familiar with the policies and procedures contained in the EOP, through regular trainings and exercises.
4. Each municipality and fire district with-in Gunnison County has adopted the National Incident Management System (NIMS), which includes:
  - a. The Incident Command System (ICS) for managing all incidents.
  - b. The Multi-Agency Coordination (MAC) System to support complex incidents
  - c. The Joint Information System to coordinate incident information
5. It is expected that the employees of all municipalities, first response agencies and other governmental institutions with-in Gunnison County have the appropriate NIMS trainings.
6. All local governments, first response agencies and special districts within Gunnison County are

responsible for coordinating with one another and for providing mutual aid within their capabilities in accordance with established written agreements, and ensuring that these mutual aid agreements are reviewed and updated as necessary. **See Mutual Aid Binder in the EOC.**

7. It is expected that each jurisdiction/institution with-in Gunnison County has developed Continuity of Operations Plans (COOP), and that staff have been oriented to and trained on their roles and responsibilities under their respective COOP.
8. Disasters and complex emergencies are rarely confined to one jurisdiction. Although only a portion of Gunnison County is likely to be impacted by a single disaster or emergency event, a multi-jurisdictional effort will be required to effectively manage most major incidents. Accordingly, emergency plans and exercises should incorporate procedures for integrating the resources of county and municipal governments, private and volunteer organizations, and state and federal governments.
9. Should a municipality with-in Gunnison County need to declare a disaster, the municipality should declare a disaster to Gunnison County, which may then declare a County Emergency or Disaster to the State. Municipalities are responsible for developing policies and procedures for the declaration process, including line of authority and line of succession. The Colorado Office of Emergency Management is the state agency responsible for processing requests for state and federal disaster assistance. As a result of a declared emergency or disaster event, State or Federal funding assistance is not guaranteed.
10. The Gunnison Valley Multi-Agency Coordination (MAC) is comprised of all first response agencies (Dispatch, Law, Fire, EMS, Public Works, Public Health, SAR), support agencies/organizations, utilities (Electrical, Water, Waste Water, Natural Gas, Propane), education, economic, health and well-being organizations in the valley. The purpose of the MAC group is information sharing, incident, training, exercise and project updates amongst the members, which meets on a bi-monthly basis. The MAC has no authority in terms of policy decisions, though can provide guidance to policy makers. During significant incidents, the MAC is utilized as an information conduit, and is also a source of additional resources.

## Section 8 Designated Roles and Responsibilities

Each Gunnison County department has roles and responsibilities in emergency planning, emergency operations and recovery. Based on State and Federal standards, these roles and responsibilities are identified as Emergency Support Functions (ESF). Shown in the table below are each Emergency Support Function, the lead County department and supporting departments/agencies. Some ESF lead agencies and ESF support may be non-county organizations. Refer to **Acronym Table on Page 4** for definition of acronyms used in this table. **For a full description of Emergency Support Functions (ESF), see Annex A.**

**Lead** = Department/Agency with statutory authority or subject matter expertise for that ESF. The Lead ESF should provide representation in the EOC. **Supporting** = Departments/Agencies that contribute to fulfillment of the ESF.

ESF	Description	Lead Department(s)	Supporting
1	Transportation	County Public Works, Rural Transportation Authority	Gunnison – Crested Butte Airport, CDOT, County Sheriff, CSP, Other Law Enforcement agencies, RE1J School District, WCU, Alpine Express, GVH, AVFlight (FBO), County H&HS, Six Points
2	Communication	GRCC	OEM, Six Points, County Multi-Cultural Center, IT, Amateur Radio, Local Radio Stations, Gunnison Metropolitan Recreation District, Spectrum Communications, Internet Providers Century Link, AT&T, Verizon
3	Public Works & Engineering	County Public Works	CDOT, City of Gunnison Public Works and Building/Planning Departments, Crested Butte Public Works and Building/Planning Departments, Mt. Crested Butte Public Works and Building/Planning Departments, County Facilities Maintenance
4	Firefighting	Gunnison Volunteer Fire Department	County Sheriff, CBFPD, AFD, County H&HS
4a	Wildland Firefighting	County Sheriff	OEM, DFPC, CBFPD, GVFD, AFD USFS, BLM, County GIS, County H&HS
5	Emergency Management	OEM, County Manager	County Administration, Colorado Office of Emergency Management, Sheriff, GIS, IT, County Departments as ESF Leads
6	Mass Care, Housing, Human Services	Red Cross, County H&HS	OEM, Facilities Maintenance, County Fairgrounds, City of Gunnison, RE1J School District, Six Points, WCU, Faith Based Organizations

ESF	Description	Lead Department(s)	Supporting
7	Resource Support	OEM (EOC)	GRCC, County Finance, Administration, Human Resources, Colorado Office of Emergency Management, Montrose Interagency Dispatch, Montrose CSP Dispatch
8	Public Health, Medical	County H&HS, Gunnison Valley Hospital	EMS Districts, All Private Clinics, CDPHE
8a	Mental Health	County H&HS	Mid-West Center for Mental Health, Faith Based Organizations
8b	Coroner	County Coroner	County Coroner, DMORT
9	Search and Rescue	Sheriff	Western Mountain Rescue Team, Crested Butte SAR, West Elk SAR, OEM, GIS, Colorado Search and Rescue Board,
10	Hazardous Materials	County Sheriff (as Designated Emergency Response Agency)	Gunnison Hazardous Materials Team, County H&HS, OEM, Colorado State Patrol
11	Agriculture and Natural Resources	CSU Extension	Community Development, USFS, BLM, NPS, Ute Mountain Ute Tribe, BIA Upper Gunnison Water Conservancy, Taylor River Users Group, NRCS
12	Energy and Public Utilities	County Public Works, Gunnison County Electric Association	<u>Electricity</u> : City of Gunnison, Excel Energy, WAPA, Tri-State Generation; <u>Natural Gas</u> : Atmos Energy, Excel Energy; <u>Propane</u> : Ferrell Gas Amerigas, <u>Water/Waste Water</u> : City of Gunnison, Towns of Crested Butte and Mt Crested Butte, Gunnison Metropolitan Recreation District, Crested Butte South Metropolitan District; <u>Fuel Providers</u> : Parish Oil, Loves, Alta,
13	Public Safety and Security	County Sheriff	Gunnison Police, Crested Butte Marshal, Mt. Crested Butte Police, CSP, NPS, DPW, USFS, BLM
14	Community Recovery and Mitigation	Community Development, OEM	Administration, Assessor, H&HS, Six Points, Faith Based Organizations
15	External Affairs	County PIO's	Administration PIO, BoCC, OEM, Colorado Office of Emergency Management, USFS/BLM, WCU, CBMR, RE1-J, Mt. CBPD, Six Points, County Multi-Cultural Center, Faith Based Organizations, Ute Mountain Ute Tribe
16	Education and Public Schools	RE1J School District, WCU	H&HS

Gunnison County Departments and Offices are listed below, with their lead ESF, and ESF's the department or office may support. Also listed are the department's primary roles and responsibilities in emergency operations. **In most instances, every County department supports every ESF at some level. In addition, the emergency/disaster may dictate adjustments to ESF Lead and Support.**

**Gunnison County Board of Commissioners – Lead ESF 14: Support ESF 15 (see Annexes A and F)**

1. Pre-Event Activities:
  - A. Maintain and exercise Continuity of Operations Plans (COOP).
  - B. Appropriate level of ICS training.
  - C. Review the Gunnison County EOP on an annual basis.
  - D. Familiarization with Gunnison County BoCC Guide for Emergencies and Disasters and Gunnison County Resolution 2020-11.
  - E. Participation in response and recovery trainings and exercises as appropriate.
2. During and Post Event Activities:
  - A. If necessary, activation of the departmental COOP in support of the disaster or continued provision of Essential Functions.
  - B. Communicate with the County Manager regarding: (Reference Resolution 2020-11 and the BOCC Guidelines)
    - Delegations of authority.
    - Declarations of emergency or disaster.
    - Approval of Gunnison County resources and funds for disaster or emergency purposes.
    - Participation in policy meetings as appropriate.
  - C. In conjunction with Incident Command and the EOC, issuance of official orders or proclamations regarding population protection or temporary social restrictions, such as evacuation orders, establishment of curfew, and enactment of price controls.
  - D. Participation and/or facilitation of community meetings related to the disaster.

**Gunnison County Manager – Lead ESF 5; Support ESF 7, 14, 15 (see Annexes A and F)**

1. Pre-Event Activities:
  - A. Review the Gunnison County EOP on an annual basis.
  - B. Ensure establishment of procedures for coordinated and consistent releases of disaster related information to the media and the public. This should include development of PIO support mechanisms, such as a joint information center/system (JIC/JIS).
  - C. Ensure processes and guidelines are developed and maintained for purposes of entering into a Delegation of Authority with an Incident Management Team. Reference Resolution 2020-11.
  - D. Participate in development of the County Recovery Plan.
  - E. Participation in response and recovery trainings and exercises.
2. During and Post Event Activities:
  - A. Prepare a formal declaration of an emergency or disaster to the Governor's Office (through Colorado OEM) for the purposes of obtaining state and/or federal assistance. Per Resolution 2020-11, the county manager shall, as soon as possible, convene a quorum of the Board of County Commissioners to discuss the declaration and other activities relative to the disaster.
  - B. Coordination, commitment and direction of Gunnison County government resources, funds and activities in support of emergency or disaster response and relief and recovery efforts.
  - C. Issuance of directives regarding redeployment of personnel from normal job duties/work schedules, temporary reassignments, and employment of temporary workers during the emergency and relief/recovery activities.
  - D. In coordination with Incident Command and the EOC, intergovernmental liaison and initiation of formal requests for outside assistance from other local jurisdictions.
  - E. During an emergency, assign a previously designated County public information officer (PIO) to coordinate with the incident PIO to provide consistent releases of disaster related information to the media and the public.

**Gunnison County Manager's Office – Lead ESF 5; Support ESF 14, 15 (see Annex A)**

1. Pre-Event Activities:

- A. Maintain and exercise Continuity of Operations Plans (COOP).
- B. Office staff trained to appropriate level of the ICS.
- C. Office staff trained on various public information processes and systems (Website, Facebook etc.) This should include depth in staff, with adequate permissions to publish information to these sites.
- D. Review the Gunnison County EOP on an annual basis.
- E. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
- F. Participation in response and recovery trainings and exercises as appropriate.
- G. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

2. During and Post Event Activities:

- A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
- B. Provision of designated office staff to the EOC to support incident functions.
- C. Documentation and retention of all BoCC meetings and policy decisions related to the emergency/disaster.
- D. Ensure all county documents related to the emergency/disaster are appropriately notarized and/or recorded with the Gunnison County Clerk and Recorder.
- E. Ensure timely and appropriate public notice of BoCC meetings related to the emergency/disaster.
- F. In coordination with the PIO, ensure appropriate emergency/disaster information is posted to County website.
- G. Coordinate with the incident PIO and the EOC to ensure consistent releases of disaster related information to the media and the public.

**Gunnison County Attorney – Support ESF 5, 14, 15 (see Annex A)**

1. Pre-Event Activities:

- A. Maintain and exercise Continuity of Operations Plans (COOP).
- B. Staff trained to appropriate level of the ICS.
- C. Review the Gunnison County EOP on an annual basis.
- D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
- E. Participation in response and recovery trainings and exercises as appropriate.
- F. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

2. During and Post Event Activities:

- A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
- B. Provision of designated office staff to the EOC to support incident functions.
- C. Provision of legal counsel and assistance to the County Manager, County Commissioners and to other county officials before, during and after disaster/emergency incidents in the county.
- D. Draft and/or review emergency contracts, memoranda of understanding and inter-governmental agreements.
- E. Preparation of legal documents (disaster declarations, delegations of authority, resolutions or regulations required to facilitate emergency operations).

**Gunnison County Sheriff's Office – Lead ESF 4a, 9, 10, 13; Support ESF 5, 7, 15 (see Annex A)**

1. Pre-Event Activities:

- A. Maintain and exercise Continuity of Operations Plans (COOP).
- B. Staff trained to appropriate level of the ICS.
- C. Review the Gunnison County EOP on an annual basis.
- D. Review and update of the Annual Operating Plan for Wildfire with DFPC
- E. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
- F. Development and maintenance of Evacuation and Re-Entry plan.
- G. Participation in response and recovery trainings and exercises as appropriate.
- H. Participation in development of Damage Assessment Plan.
- I. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

2. During and Post Event Activities:

- A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
- B. Provision of designated office staff to the EOC to support incident functions.
- C. Implementation of the Incident Command System (ICS), including determining the locations of Incident Command Post (ICP), establishing necessary positions and functions (i.e., planning, finance, logistics, operations and public information) and activation of the EOC.
- D. Implementation of the Annual Operating Plan and related processes (WERFF, EFF) during wildfire events.
- E. Assessment of emergency conditions and determination of required levels of immediate assistance.
- F. Implementation of available public warning/notification measures.
- G. Determine the need for and conducts and coordinates evacuations.
- H. Responsible for coordinating re-entry for evacuated populations.
- I. Responsible for coordinating search and rescue (SAR) operations.
- J. Establishment of measures for animal control, sheltering and reunification with owners
- K. Detention Center may be requested to support EOC in extended operations with meals and snacks.
- L. Coordination of communications and provision of communications staff support for field command post(s).
- M. Provision of law enforcement, traffic control, and access control within the disaster area(s) and in other areas of the county.
- N. Provision of aviation support to include search & rescue, rapid transportation and aerial observation.
- O. Provision of security measures at ICP, EOC, temporary emergency shelters, temporary morgues, and in evacuated and disaster-impacted areas, if available.
- P. In coordination with fire districts and land management agencies, direction of wildland fire suppression in unincorporated areas of Gunnison County.
- Q. Designated Emergency Response Authority (DERA) for hazardous materials incidents within unincorporated Gunnison County.

**Gunnison County Office of Emergency Management – Lead ESF 2, 5, 7, 14, 15; Support ESF 4a, 6, 8, 9 (see Annex A). See Annex B for EOC activation information.**

1. Pre-Event Activities:

- A. Maintain and exercise Continuity of Operations Plans (COOP).
- B. Staff trained to appropriate level of the ICS.
- C. Develops standard operating procedures (SOP) for Emergency Operations Center (EOC).
- D. Emergency Operations Plan maintenance, training and exercises.

- E. Resource Mobilization Plan maintenance, training and exercises.
  - F. Recovery Plan maintenance, training and exercises.
  - G. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
  - H. Identification of appropriate temporary shelters and reception areas, in coordination with American Red Cross. This includes completion of ARC facility surveys and signed agreements between ARC and the facilities.
2. During and Post Event Activities:
- A. If necessary, activation of the departmental COOP in support of the disaster or continued provision of Essential Functions.
  - B. Activation and management of the Gunnison County Emergency Operations Center (EOC). This may include activation in support of other jurisdictions.
  - C. Implementation/utilization of appropriate plans to support the incident: Emergency Operations, Resource Mobilization and Recovery.
  - D. Incorporate appropriate management principles (ICS / ESF) within the EOC in support of the incident and to carry out additional functions that as needed.
  - E. Provide situation updates regarding the emergency to local leadership, partner agencies and the Colorado Office of Emergency Management.
  - F. Coordination of resources and logistical support to augment Incident requirements.
  - G. In coordination with Incident Command, provide recommendations to County Leadership concerning the need for local disaster declarations, travel restrictions, curfews or other temporary social restrictions.
  - H. Implementation of available public warning measures. In coordination with Incident Command, provision of notifications and warnings, including but not limited to, evacuation notices, to the public based on the messaging needs of the incident.
  - I. Coordination of volunteer amateur radio resources to augment primary communications and provide back-up capabilities.
  - J. Establishment of locations for temporary shelters, in coordination with American Red Cross.
  - K. Establishment of communications with Colorado OEM for purposes of providing situation reports and forwarding requests for state assistance.
  - L. Technical support to EOC staff and other county personnel with respect to resource management, damage assessment, intergovernmental coordination, hazard mitigation, recovery and other emergency management functions, as needed.

**Gunnison County Human Resources – Support ESF 5, 7, 8a, 14 (see Annex A)**

1. Pre-Event Activities:
- A. Maintain and exercise Continuity of Operations Plans (COOP).
  - B. Office staff trained to appropriate level of the ICS.
  - C. Review the Gunnison County EOP on an annual basis.
  - D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - E. Ensure appropriate employee policies and forms are in place for disaster situations relative to overtime, hours worked, workers compensation etc.
  - F. Participation in response and recovery trainings and exercises as appropriate.
2. During and Post Event Activities:
- A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - B. Provision of designated office staff to the EOC to support incident functions.
  - C. Provide guidance and support to the County Manager and Department Directors relative to directives to county departments and personnel regarding redeployment of personnel from normal job duties/work schedules, temporary reassignments, and employment of

- temporary workers during the emergency and relief/recovery activities.
- D. Prepare medical care compensation information for injured County employees through Worker's Compensation Plans.

### **Gunnison County Finance – Support ESF 5, 7, 14 (see Annex A)**

#### **1. Pre-Event Activities:**

- A. Maintain and exercise Continuity of Operations Plans (COOP).
- B. Office staff trained to appropriate level of the ICS.
- C. Review the Gunnison County EOP on an annual basis.
- D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
- E. Participation in response and recovery trainings and exercises as appropriate.
- F. Establish and maintain a financial record keeping system for large scale incidents/emergencies, declared or undeclared.
- G. Per Resolution 2010-09, Gunnison County maintains an unassigned fund balance of 25% in its General Fund, and maintains an emergency reserve in an amount equal to at least to 3% of fiscal year spending in accordance with Article X, Section 20 of the Colorado Constitution.
- H. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

#### **2. During and Post Event Activities:**

- A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
- B. Provision of staff to the EOC to support incident functions, if necessary.
- C. With authorization of the County Manager, procurement of emergency-related supplies and materials and administration of vendor contracts for emergency services and equipment. Emergency purchases, which by their nature or circumstances do not lend themselves to a competitive selection process, are exempt from the County's competitive bid selection process. However, emergency procurement in general must be at least as stringent as the state and, in turn, federal policies in order to remain eligible for reimbursements.
- D. Record-keeping and documentation of disaster-related costs and financial commitments.
- E. Ensure accurate timesheets are kept and recorded for all County Employees from the start of the incident through demobilization.
- F. Ensure accurate timesheets are kept and recorded for non-county personnel from the start of the incident through demobilization.
- G. Ensure accurate timesheets are kept and recorded for all Volunteers from the start of the incident through demobilization.
- H. Participation on county damage assessment team at EOC and on local-state field damage survey teams, as needed.

### **Gunnison County Assessor – Support ESF 14 (see Annex A)**

#### **1. Pre-Event Activities:**

- A. Maintain and exercise Continuity of Operations Plans (COOP).
- B. Staff trained to appropriate level of the ICS.
- C. Review the Gunnison County EOP on an annual basis.
- D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
- E. Development and maintenance of damage assessment procedures.
- F. Participation in development and updates of the County Recovery Plan.
- G. Participation in response and recovery trainings and exercises as appropriate.

- H. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

2. During and Post Event Activities:

- A. If necessary, activation of the departmental COOP in support of the disaster or continued provision of Essential Functions.
- B. Provision of staff to the EOC to support incident functions, if appropriate.
- C. Contribution of personnel, records and other resources to support damage assessment function during emergency and recovery activities (participation on field damage assessment teams).
- D. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

**Gunnison County Clerk and Recorder – Support ESF 1, 7, 14 (see Annex A)**

1. Pre-Event Activities:

- A. Maintain and exercise Continuity of Operations Plans (COOP)
- B. Office staff trained to appropriate level of the ICS.
- C. Review the Gunnison County EOP on an annual basis.
- D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
- E. Participation in response and recovery trainings and exercises as appropriate.
- F. Development and maintenance of standard operating procedures (SOP's) including processes to provide for safe keeping of vital records.

2. During and Post Event Activities:

- A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
- B. Provision of staff to the EOC to support incident functions, if appropriate.
- C. Receipt and filing of any orders or proclamations declaring, continuing or terminating a Gunnison County emergency or disaster.

**Gunnison County Coroner – Lead ESF 8; Support ESF 14 (see Annex A)**

1. Pre-Event Activities:

- A. Maintain and exercise Continuity of Operations Plans (COOP).
- B. Office staff trained to appropriate level of the ICS.
- C. Review the Gunnison County EOP on an annual basis.
- D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
- E. Participation in response and recovery trainings and exercises as appropriate.
- F. Development and maintenance of a Mass Fatalities Plan.
- G. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

2. During and Post Event Activities:

- A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
- B. Provision of staff to the EOC to support incident functions, if appropriate.
- C. Provision of temporary morgue and mortuary services.
- D. Identification, verification, autopsies (if determined by Coroner, as necessary) and disposition of deceased persons.
- E. Protection of personal effects of deceased persons.
- F. Notification of relatives of deceased persons.

**Gunnison County Facilities Maintenance – Lead ESF 3; Support ESF 6, 7 (see Annex A)**

1. Pre-Event Activities:
  - A. Maintain and exercise Continuity of Operations Plans (COOP).
  - B. Office staff trained to appropriate level of the ICS.
  - C. Review the Gunnison County EOP on an annual basis.
  - D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - E. Participation in response and recovery trainings and exercises as appropriate.
  - F. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
2. During and Post Event Activities:
  - A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - B. Provision of designated office staff to the EOC to support incident functions.
  - C. Restoration of public facilities, systems and buildings to normal use.
  - D. Support of and coordination with County departments in need of additional workspace for provision of normal or additional services to citizens.
  - E. Support and coordination of utilizing County facilities and buildings as emergency shelters.

**Gunnison County Information Technology (automated data processing) – Lead ESF 2, 12; Support ESF 7, 14, 15 (see Annex A)**

1. Pre-Event Activities:
  - A. Maintain and exercise Continuity of Operations Plans (COOP).
  - B. Office staff trained to appropriate level of the ICS.
  - C. Review the Gunnison County EOP on an annual basis.
  - D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - E. Participation in response and recovery trainings and exercises as appropriate.
  - F. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
2. During and Post Event Activities:
  - A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - B. Provision of designated office staff to the EOC to support incident functions.
  - C. Provision of information services, telecommunications and staff support to EOC and if necessary, Incident Command staff.
  - D. Provision of technical support/resources for information technology activities during disaster response and recovery efforts.
  - E. In coordination with the PIO, ensure appropriate emergency/disaster information is posted to County website.

**Gunnison County Treasurer – Support ESF 5, 14 (see Annex A)**

1. Pre-Event Activities:
  - A. Maintain and exercise Continuity of Operations Plans (COOP).
  - B. Office staff trained to appropriate level of the ICS.
  - C. Review the Gunnison County EOP on an annual basis.
  - D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - E. Participation in response and recovery trainings and exercises as appropriate.

- F. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- 2. During and Post Event Activities:
  - A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - B. Coordinate with Gunnison County Finance regarding revenues and expenses during and post disaster. This may include provision of staff to the EOC.
  - C. Collect, receipt and deposit in bank money from other county departments on a daily basis.
  - D. Report checks written by the County Sheriff to Bank of the West positive pay.

**Gunnison County Juvenile Services – Support ESF 6, 8, 8a, 13 (see Annex A)**

- 1. Pre-Event Activities:
  - A. Maintain and exercise Continuity of Operations Plans (COOP).
  - B. Office staff trained to appropriate level of the ICS.
  - C. Review the Gunnison County EOP on an annual basis.
  - D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - E. Participation in response and recovery trainings and exercises as appropriate.
  - F. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- 2. During and Post Event Activities:
  - A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - B. Provision of staff to emergency shelters or other locations to assist with unaccompanied minors and reunification of families.

**CSU Extension – Lead ESF 11; Support ESF 5, 6, 14, 15 (see Annex A)**

- 1. Pre-Event Activities:
  - A. Maintain and exercise Continuity of Operations Plans (COOP).
  - B. Staff trained to appropriate level of the ICS.
  - C. Review the Gunnison County EOP on an annual basis.
  - D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - E. Participation in response and recovery trainings and exercises as appropriate.
  - F. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- 2. During and Post Event Activities:
  - A. If necessary, activation of the departmental COOP in support of the disaster or continued provision of Essential Functions.
  - B. Provision of designated office staff to the EOC to support incident functions.
  - C. Provision of livestock related information and expertise to the public for incidents directly or indirectly affecting livestock.
  - D. Provision of livestock related information and expertise to Incident Command and County leadership for incidents directly or indirectly affecting livestock.
  - E. Provide assistance to Gunnison County Fairgrounds staff with housing of livestock and reunification of livestock with owners.
  - F. Assist Incident Command and the Emergency Operations Center with identifying means of livestock transportation and temporary relocation sites.

## **Gunnison County Mapping and GIS – Support ESF 1, 3, 4a, 5, 7, 14 (see Annex A)**

1. Pre-Event Activities:
  - A. Maintain and exercise Continuity of Operations Plans (COOP).
  - B. Office staff trained to appropriate level of the ICS.
  - C. Review the Gunnison County EOP on an annual basis.
  - D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - E. Participation in response and recovery trainings and exercises as appropriate.
  - F. Participation in development and updates of the County Recovery Plan.
  - G. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
2. During and Post Event Activities:
  - A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - B. Provision of designated office staff to the EOC to support incident functions.
  - C. Provision of mapping information in digital and hard copy format for locational and analysis purposes in support of disaster response, relief and recovery activities.

## **Gunnison County Health and Human Services – Lead ESF 6, 8, 8a; Support 5, 7, 14 (see Annex A)**

1. Pre-Event Activities:
  - A. Development and maintenance of Public Health Emergency Operations Plan (PHEOP).
  - B. Maintain and exercise Continuity of Operations Plans (COOP).
  - C. Office staff trained to appropriate level of the ICS.
  - D. Review the Gunnison County EOP on an annual basis.
  - E. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - F. Participation in response and recovery trainings and exercises as appropriate.
  - G. Training, exercising and maintenance of redundant communications modes for internal key staff (Emergency Call Tree, Ready Op, etc.)
  - H. Develop, maintain and exercise systems and processes, relative to the communicable disease monitoring and containment steps listed below.
    - a. Communicable disease surveillance, investigation or response.
    - b. Public Information and Communication.
    - c. Quarantine and Isolation.
    - d. Mass Prophylaxis and Point of Dispensing (POD) Activations.
    - e. Public Health Emergency Declaration process and procedures.
    - f. Strategic National Stockpile (SNS) Processes for Ordering, Receiving and Distributing.
  - I. Development and maintenance of processes and systems relative to providing for and tracking citizen needs in disaster situations. This includes training staff on processes and that they may be assigned to evacuation shelters. **See PHEOP.**
    - 1) Mental Health support
    - 2) Public Health support
    - 3) Non-English Speaking Population support
    - 4) Access and Functional Needs Population support
    - 5) At-Risk/Vulnerable Population support.
    - 6) Identification of Child Day Care options for working parents, and agreements with providers for emergency situations
    - 7) Child Welfare situations
    - 8) Volunteer management
  - J. Participation in development and updates of the County Recovery Plan.
  - K. Creation of lists and maps (map points) identifying all At-Risk populations in Gunnison

County.

- L. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- M. Develop processes for local quarantine, isolation, restrictions on travel, or other temporary social restrictions.

2. During and Post Event Activities:

- A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
- B. If necessary, activate the Public Health Emergency Operations (PHEOP) in response to a Public Health Emergency.
- C. Assist the American Red Cross, Salvation Army and other volunteer organizations in the provision of emergency shelters, temporary housing and other assistance to displaced citizens.
  - 1) Provision of Public Health services to evacuees.
  - 2) Provision of translation services to Non-English speaking population
  - 3) Provision of specialized services to Access and Functional Needs Population
  - 4) Senior Care
  - 5) Other At-Risk/Vulnerable Populations
  - 6) Provision of resources for stress counseling/crisis counseling for disaster victims and disaster relief workers, in conjunction with the Midwestern Colorado Mental Health Center
  - 7) Child Care (parents working)
  - 8) Child Welfare situations
  - 9) Volunteer management
- D. Coordination of outside health resources providing assistance to Gunnison County, in cooperation with EMS agencies, local clinics and Gunnison Valley Hospital.
- E. Implementing procedures for Isolation and Quarantine, social restrictions or restrictions on travel.
- F. Determine the need for, and execute the process for redundant communication for internal key staff (Emergency Call Tree, Ready Op, etc.)
- G. Determine the need for, and execute the process of Declaring a Public Health Emergency.
- H. Determine the need for, and execute the process for mass prophylaxis and Points of Distribution (POD) Sites.
- I. Determine the need for, and execute the process for Communicable disease surveillance, investigation or response.
- J. Determine the need for, and execute the process for a Spokesperson and Public Information distribution.
- K. Determine the need for, and execute the process for Strategic National Stockpile (SNS) Ordering, Receiving and Distributing
- L. Provision of environmental health services and technical support, including the identification of chemical hazards, sources of contamination, or unsanitary conditions that present health hazards to the general public.
- M. Provision of staff to the EOC, if appropriate.
- N. Assistance to EOC staff in assessing overall health and medical resource needs during response and recovery operations and maintenance of situation status information within the EOC.
- O. Assist in the coordination of overall efforts of volunteer organizations and other (spontaneous) volunteers, in coordination with the Colorado Volunteer Organizations Active in Disasters (COVOADS).
- P. Administration of Individual and Family Grant Program in Presidentially-declared disasters in Gunnison County.

## **Gunnison County Public Works – Lead ESF 1, 3, 7; Support ESF 4a, 12, 14 (see Annex A)**

### **1. Pre-Event Activities:**

- A. Maintain and exercise Continuity of Operations Plans (COOP)
- B. Office staff trained to appropriate level of the ICS.
- C. Review the Gunnison County EOP on an annual basis.
- D. Participation in response and recovery trainings and exercises as appropriate.
- E. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
- F. Participation in development of and updates to the County Debris Management Plan.
- G. Participation in development of and updates of the County Recovery Plan.
- H. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

### **2. During and Post Event Activities:**

- A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
- B. Provision of staff to the EOC, if appropriate.
- C. Provision of transportation services in support of emergency response and recovery efforts (e.g., movement of county personnel, equipment and supplies to designated staging areas).
- D. Removal of debris, clearance of public right-of-ways, and planning for street/route recovery operations, with priority assigned to predetermined critical emergency services routes.
- E. Provision of personnel, equipment and supplies in support of emergency operations (wildfire, search and rescue, flooding, building collapse etc.)
- F. Restoration of damaged county roads and bridges and other related infrastructure.
- G. Restoration of water and waste-water systems
- H. Provision of personnel for structure and facility inspections to determine safety of individual structures (businesses, residences and public buildings) and to identify needed repairs (or to implement condemnation procedures when necessary).
- I. Participation on Gunnison County damage assessment team at EOC and on local-state field damage survey teams, as needed.

## **Gunnison / Crested Butte Regional Airport – Lead ESF 1; Support 4a, 7 (see Annex A)**

### **1. Pre-Event Activities:**

- A. Maintain and exercise Continuity of Operations Plans (COOP).
- B. Office staff trained to appropriate level of the ICS.
- C. Review the Gunnison County EOP on an annual basis.
- D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
- E. Participation in response and recovery trainings and exercises as appropriate.
- F. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

### **2. During and Post Event Activities:**

- A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
- B. Provision of staff to the EOC, if appropriate.
- C. Coordinate air transport assets in the movement of emergency resources, supplies, equipment, and personnel.
- D. Coordinate air transport assets in the movement of displaced or injured citizens.
- E. Provision of equipment and personnel in support of wildfire incidents.
- F. Provision of Airport facilities for use as temporary shelter and morgue.

**Gunnison County Community Development – Lead ESF 11, 14; Support ESF 3, 5, 8, 15 (see Annex A)**

1. Pre-Event Activities:

- A. Maintain and exercise Continuity of Operations Plans (COOP).
- B. Office staff trained to appropriate level of the ICS.
- C. Review the Gunnison County EOP on an annual basis.
- D. Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
- E. Participation in response and recovery trainings and exercises as appropriate.
- F. Participation in development and updates of the County Recovery Plan
- G. Participation in long-term disaster recovery and hazard mitigation planning to ensure the compatibility of community redevelopment plans and hazard mitigation measures with the comprehensive county land use plan and other community development plans.
- H. Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

2. During and Post Event Activities:

- A. If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
- B. Provision of staff to the EOC, if appropriate.
- C. Provision of personnel, maps and records to identify hazardous situations/areas which may affect disaster response activities.
- D. Provision of environmental health services and technical support, including the identification of chemical hazards, sources of contamination, or unsanitary conditions that present health hazards to the general public.

**Expectations of Non- County Organizations:**

**Gunnison RE-1J School District – Lead ESF 16; Support ESF 1, 6, 7 (see Annex A)**

1. Pre-Event Activities:

- A. Develop, maintain and exercise Continuity of Operations Plans (COOP).
- B. Staff trained to appropriate level of the ICS.
- C. Develop, maintain and exercise District Emergency Operations Plan.
- D. Participation in response and recovery trainings and exercises as appropriate.
- E. Provide for the safety and protection of pupils and school personnel, through planning and training exercises with local public safety organizations.
- F. In coordination with Gunnison County Public Health, identification of and agreements for school facilities as immunization sites for public health emergencies.
- G. In coordination with the American Red Cross, identification of and agreements for school facilities as temporary evacuation shelters.

2. During and Post Event Activities:

- A. Provide buses for evacuation and transportation, when needed.
- B. Coordinate with American Red Cross to provide schools as temporary shelters, when needed.
- C. Coordinate with Gunnison County Public Health to utilize schools as mass immunization centers in public health emergencies.

**Gunnison Valley Health System (Includes Gunnison Valley Hospital, Emergency Medical Services, Palliative Care, Hospice, Home Health and Senior Care) – Lead ESF 8, 8 a; Support ESF 6, 15 (see Annex A)**

1. Pre-Event Activities:
  - A. Develop, maintain and exercise Continuity of Operations Plans (COOP).
  - B. Staff trained to appropriate level of the ICS.
  - C. Develop, maintain and exercise Facility Emergency Plans.
2. During and Post Event Activities:
  - A. Provision of emergency medical care to injured persons.

**Western Colorado University – Lead ESF 16; Support ESF 1, 6, 7 (see Annex A)**

1. Pre-Event Activities:
  - D. Develop, maintain and exercise Continuity of Operations Plans (COOP).
  - E. Staff trained to appropriate level of the ICS.
  - F. Develop, maintain and exercise Facility Emergency Plans.
  - G. In coordination with the American Red Cross, identification of and agreements for school facilities as temporary evacuation shelters.
  - H. In coordination with Gunnison County Public Health, identification of and agreements for school facilities as immunization sites for public health emergencies.
  - I. Provide for the safety and protection of pupils and school personnel, through planning and training exercises with local public safety organizations.
2. During and Post Event Activities:
  - A. Coordinate with Gunnison County Public Health to utilize schools as mass immunization centers in public health emergencies.
  - B. Coordinate with American Red Cross to provide schools as temporary shelters, when needed.
  - C. Provide buses for evacuation and transportation, when needed.

**Amateur Radio Operators – Support ESF 2, 5, 7 (see Annex A)**

1. Pre-Event Activities:
  - A. Development and maintenance of Continuity of Operations Plans.
  - B. Staff trained to appropriate level of the ICS.
2. During and Post Event Activities:
  - A. Provide emergency communications support, as requested by appropriate authorities.

**Gunnison Valley Regional Housing Authority – Support ESF 6, 14 (see Annex A)**

1. Pre-Event Activities:
  - A. Development and maintenance of Continuity of Operations Plans.
  - B. Develop, maintain and exercise Emergency Plans.
  - C. Staff trained to appropriate level of the ICS.
2. During and Post Event Activities:
  - A. Assist other agencies with the provision of emergency shelters, temporary housing and other assistance to displaced citizens.
  - B. Contribution of personnel, records and other resources to support damage assessment function (participation on EOC damage assessment team).

Entities such as the American Red Cross and Salvation Army may be called upon to provide the following services:

**American Red Cross – Lead ESF 6**

1. Pre-Event Activities:
  - A. Identification of suitable shelters, and agreements in place with facility owners.
  - B. Pre-staging of supplies for shelters.
2. During and Post Event Activities:

- A. Provision of immediate assistance to disaster victims, including food, water, shelter, clothes, physical and mental health counseling and referrals.
- B. Establishment and management of emergency shelters for mass care, in cooperation with Gunnison County and affected municipalities, including registration, feeding, lodging, and responding to public inquiries concerning shelter residents.
- C. Provision of temporary and immediate housing for displaced disaster victims.
- D. Provision of food, beverages and other assistance to emergency response personnel and emergency relief workers.
- E. Provision of damage assessment information upon request.
- F. Coordination of mental health services (in cooperation with Gunnison County Human Services Dept).

**Other Government Entities:**

- 1. Ute Mountain Ute Tribe

**State Agencies:** (Note: In disaster situations, requesting assistance from State Agencies should typically be coordinated through the Colorado Division of Homeland Security and Emergency Management. See Section 5.A.12 above or the Gunnison County Resource Mobilization Plan).

- 1. Colorado Division of Homeland Security and Emergency Management – ESF 5, 7
- 2. Colorado State Patrol – ESF 13
- 3. Colorado Department of Transportation – ESF 1
- 4. Colorado Division of Fire Prevention and Control – ESF 4a
- 5. Colorado State Forest Service – Support 4a
- 6. Colorado Department of Public Health and Environment – ESF 8
- 7. Colorado Department of Natural Resources – ESF 11
- 8. Colorado Division of Parks and Wildlife – ESF 11
- 9. Colorado Department of Local Affairs – ESF 14
- 10. Colorado Division of Water Resources (Dam Safety Branch)
- 11. Colorado Water Conservation Board
- 12. Colorado Bureau of Investigation
- 13. Colorado Department of Agriculture – ESF 11

**Federal Agencies:** (Note: In disaster situations, requesting assistance from Federal Agencies should typically be coordinated through the Colorado Division of Homeland Security and Emergency Management. See Section 5.A.12 above or the Gunnison County Resource Mobilization Plan).

- 1. National Park Service
- 2. United States Forest Service
- 3. Bureau of Land Management
- 4. Colorado River Basin Forecast Center (NOAA)
- 5. National Weather Service (NOAA)
- 6. Federal Emergency Management Agency
- 7. Environmental Protection Agency
- 8. Bureau of Reclamation
- 9. Bureau of Indian Affairs
- 10. Federal Aviation Administration
- 11. National Transportation Safety Board
- 12. Federal Bureau of Investigation

## Section 9

# Continuity of Operations

All Gunnison County departments are required to have an approved Continuity of Operations Plans in place, on which staff have been oriented and trained.

It is recommended that each municipality, governmental agency, governmental department and special district within Gunnison County establish and adopt both a chain of command/succession and Continuity of Operations Plan (COOP) for their respective functions. For the purposes of this EOP, these documents will not be included here.

For incidents overlapping jurisdictional boundaries or requiring mutual aid, each governmental entity will utilize their respective chain of command and/or COOP. In these situations, each governmental entity will abide by the operational guidelines established in and agreed to under the Incident Command System (National Incident Management System (NIMS)).

For incidents occurring in other jurisdictions, for which that jurisdiction has requested mutual aid from Gunnison County, the Gunnison County EOP and chain of command / COOP documents will be utilized in a support role.

1. In accordance with CRS 24-33.5-709 it is the intent of the Gunnison County Board of Commissioners that county government will continue to provide essential services in order to protect the public health, safety and welfare of citizens during an emergency or disaster event by distribution of these disaster chain of command procedures and protocols.
2. The Board, consistent with CRS 24-33.5-709 and Gunnison County Resolution 2020-11 (Section C), identifies the County Manager (or successor pursuant to resolution 2020-11-D-1) as the only person with authority to declare a Gunnison County emergency.
3. All Gunnison County department directors and county elected officials shall be consulted regarding emergency or disaster event issues that might impact their area of responsibility.
4. Each Gunnison County Department director and/or staff member shall provide support to and cooperation with the County Manager (or serving individual from the Chain of Command in absence of the County Manager).
5. Each Gunnison County department director and county elected official shall work within the framework established by the Gunnison County Emergency Operations Plan, and Gunnison County Resolution 2020-11.
6. If requested, each Gunnison County department shall make available staff to fill appropriate functions in the Emergency Operations Center.
7. **GENERAL RESPONSIBILITIES.** The director of each County office and County elected office, as appropriate, shall (refer to office COOPs):
  - a. Be prepared to respond adequately to all emergency or disaster events.
  - b. Consider potential emergency or disaster events in the conduct of regular department functions, particularly those functions essential in time of emergency.
  - c. Design preparedness measures to permit a rapid and effective transition from routine to emergency operations, and to make effective use of the period following initial indication of a probable emergency or disaster events. This will include:
    - i. Development of a system of emergency actions that defines alternatives, processes, and issues to be considered during various stages of emergency or disaster event;
    - ii. Identification of actions that could be taken in the early stages of a emergency or disaster event to mitigate the impact of or reduce significantly the lead times associated with full emergency action implementation

- d. Identify areas where additional legal authorities may be needed to assist management and notify the county emergency manager of those authorities.
  - e. Coordinate with State and local government agencies and other organizations, including private sector organizations, when appropriate.
  - f. Cooperate, to the extent appropriate, in compiling, evaluating, and exchanging relevant data related to all aspects of emergency or disaster events.
  - g. Ensure that plans consider the consequences for essential services provided by the county if the flow of State and/or Federal funds is disrupted.
8. CONTINUITY OF OPERATIONS. The director of each county office and each county elected official shall ensure the continuity of essential functions in any emergency or disaster event by providing for: succession to office and emergency delegation of authority in accordance with applicable law; safekeeping of essential resources, facilities, and records; and establishment of emergency operating capabilities.
9. RESOURCE MANAGEMENT. The director of each county department and each county elected official, as appropriate within assigned areas of responsibility, shall:
- a. Develop plans and programs to mobilize personnel, equipment, facilities, and other resources;
  - b. Assess essential emergency requirements and plan for the possible use of alternative resources to meet essential demands during and following an emergency or disaster event.
  - c. Prepare plans and procedures to share between and among the responsible agencies resources such as energy, equipment, food, land, materials, services, supplies, transportation, water, and workforce needed to carry out assigned responsibilities and other essential functions, and cooperate with other agencies in developing programs to ensure availability of such resources in an emergency or disaster event.
10. PROTECTION OF ESSENTIAL RESOURCES AND FACILITIES. The head of each county department and each county elected official, as appropriate within assigned areas of responsibility, shall:
- a. Identify facilities and resources, both government and private, essential to the public welfare, and assess their vulnerabilities and develop plans to provide for the security of such facilities and resources, and to avoid or minimize disruptions of essential services during any emergency or disaster event.
  - b. Participate in interagency activities to assess the relative importance of various facilities and resources to essential community needs and to integrate preparedness and response strategies and procedures.

## **Section 10**

### **Plan Maintenance, Training and Exercises**

Authority for maintenance and regular updates of this plan rests with the **Emergency Manager and the Gunnison County Office of Emergency Management**. The Emergency Management Office may conduct exercises and training sessions to ensure that all departments and offices with assigned responsibilities understand provisions of the plan.

Departments, offices and other organizations with authorities identified in the plan are encouraged to conduct their own exercises and training sessions. Staff participation in periodic exercises provides the best opportunities for refining plans and procedures in preparation for actual disaster and emergency events. The Emergency Management Director will coordinate multi-agency and multi-jurisdictional exercises.

#### **CHECKLIST FOR PLAN MAINTENANCE, TRAINING AND EXERCISES**

- Ensure that NIMS policies and procedures are communicated to all agencies that may become involved in emergency response operations.
- Provide NIMS training and exercise opportunities to all agencies and offices with emergency management responsibilities.
- Encourage all agencies with emergency responsibilities to develop and maintain current internal procedures for carrying out assigned functions, where appropriate.
- Conduct multi agency and multi-jurisdictional exercises to improve coordination and reduce overall training costs.
- Establish procedures for distributing plan revisions to all agencies with assigned responsibilities.

# Section 11 Signature Pages

**Gunnison County Department Directors and Elected Officials:  
Signature also indicates receipt of electronic copy of EOP.**

**Gunnison County Department**

**Signature and Date**

Gunnison / Crested Butte Regional Airport	_____
Gunnison County Assessor	_____
Gunnison County Attorney	_____
Gunnison County Clerk & Recorder	_____
Gunnison County Commissioners	_____
Gunnison County Community Development	_____
Gunnison County Coroner	_____
Gunnison County Emergency Management	_____
Gunnison County Facilities Maintenance	_____
Gunnison County Finance Department	_____
Gunnison County GIS/Mapping	_____
Gunnison County Human Resources	_____
Gunnison County Health & Human Services	_____
Gunnison County Information Technologies	_____
Gunnison County Juvenile Services	_____
Gunnison County Manager	_____
Gunnison County Public Works	_____
Gunnison County Sheriff	_____
Gunnison County Treasurer	_____

A copy of the Gunnison County Emergency Operations Plan was issued to the following organizations in the interest of coordination and support for incidents occurring in other jurisdictions:

**Organization/Agency**

**Signature and Date**

Arrowhead Fire Protection District	_____
American Red Cross	_____
Crested Butte Fire Protection District	_____
Crested Butte Marshal	_____
Crested Butte South Metropolitan District	_____
Crested Butte Town Manager	_____
Gunnison City Manager	_____
Gunnison City Police Chief	_____
Gunnison Regional Communication Center	_____
Gunnison Fire Department	_____
Gunnison Valley Hospital / EMS	_____
Mt Crested Butte Police Chief	_____
Mt Crested Butte Town Manager	_____
Raged Mountain Fire Protection District	_____
Town of Marble	_____
Town of Pitkin	_____
Gunnison RE1J School District	_____
Western Colorado University	_____

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**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Great Outdoors Colorado Planning Grant Request; Cr

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

STOR Committee proposing submittal of Letter of Interest to GOCO for planning grant for the CB to CB South multimodal access path.

**Fiscal Impact:** 50,000

**Submitted by:** Cathie Pagano

**Submitter's Email Address:** cpagano@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 11/12/2021

**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: 11/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 11/16/2021

**Gunnison County, CO**  
**Community Development Department**  
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230  
Phone: (970) 641-0360 FAX: (970) 641-8585  
Website: [www.gunnisoncounty.org](http://www.gunnisoncounty.org)  
Email: [planning@gunnisoncounty.org](mailto:planning@gunnisoncounty.org)



**To:** Gunnison County Board of County Commissioners

**From:** Community Development Department & the Sustainable Tourism & Outdoor Recreation Committee

**Date:** November 9, 2021

**Subject:** Great Outdoors Colorado – Planning Grant Concept Paper – Crested Butte-to-Crested Butte-South Multi-Modal Trail Project

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### **Summary**

The Community Development Department is working alongside members of the Sustainable Tourism & Outdoor Recreation (STOR) Committee to explore the potential of constructing a connecting trail from Crested Butte to Crested Butte-South (CB-CBS). A trail connecting these communities has been a public interest for many years, and it is a priority of many regional plans. The project has been included in the County's Capital Improvement Budget, the STOR Strategic Plan, and Town of Crested Butte Regional Master Plan, among others. The timing for planning this project has perhaps never been better, given the growing population in the north valley, increased recreational activity, rising interest in alternative forms of transportation, and available financial support opportunities from federal, state, and local sources.

One of those sources is Great Outdoors Colorado (GOCO). GOCO invests Colorado lottery proceeds to help preserve the state's parks, trails, wildlife, rivers, and open spaces. GOCO recently released its new strategic plan, which includes a [Planning & Capacity grant program](#) that supports capacity-building efforts to help partners make better informed decisions and take appropriate actions. A planning grant would provide funds for the County to hire a consultant to host a public engagement process and to design a trail construction plan that includes alignment, design features, maintenance, and timeline. An undertaking such as this requires a team dedicated to navigating a design process for a multi-modal trail that involves landowner negotiation (public and private), construction elements such as bridges and snow storage, and environmental factors such as riparian areas, among many other considerations.

The County and STOR Committee have not predetermined the placement of the trail and will instead look to the design process to identify a feasible alignment that meets the community interests while still being implementable on a timeline of the next 5-10 years. However, given the many challenges associated with building a multi-modal trail through a string of private land parcels, the County will direct the contracted consultant to prioritize working with Colorado Department of Transportation to identify an alignment within the Highway-135 right-of-way.

### **Request**

The Community Development Department is seeking Board of County Commissioner support to submit a Concept Paper to Great Outdoors Colorado for a Planning & Capacity Grant that will support the design and public engagement process for a multi-modal trail connecting Crested Butte to Crested Butte-South. After extensive

consultation with GOCO representatives, we have been given indication that the CB-CBS project aligns with GOCO's granting criteria.

The concept paper will include a budget of approximately \$150,000. This budget includes a grant request of approximately \$75,000 from GOCO and matching funds from the County CIP budget (\$75,000) and potentially additional matching funds from partner organizations. If the concept paper scores high, the County will be invited to submit a full proposal by December 31<sup>st</sup>, 2021. The concept paper will include a budget, 2-page summary, and photos/maps. If successful, the grant will be awarded on March 10<sup>th</sup>, 2022.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Performance Report; Community & Economic Developme

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached report. Metric titles on pages 2-4 link to associated metrics within the documents.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase

**Submitter's Email Address:** khaase@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/12/2021

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 30

Agenda Date: 11/16/2021

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# **PERFORMANCE REPORT**

**for the**

**Community & Economic  
Development Department**

**As of November 2021**



**Gunnison County**

Element	Summary Views	Detail Views
Strategic Results		<ul style="list-style-type: none"> <li>• By December 31, 2024, the development and infrastructure for the Shady Island River Park will be completed as generally described in the Shady Island Master Plan</li> <li>• By December 31, 2019, the perception of at least 50% of respondents to the biennial Citizen Survey will be that land use and planning services are good or excellent.</li> <li>• By December 31, 2020, Gunnison County will establish a regulatory framework to encourage and direct industrial and commercial development into existing platted or zoned areas and enable opportunities for new commercial and industrial developments and newly developed Special Geographic Areas in order to:</li> <li>• By December 31, 2020, Gunnison County will work with its Sustainable Tourism and Outdoor Recreation (STOR) partners to establish and begin implementing stewardship, messaging, infrastructure development, wayfinding and enforcement for public lands within Gunnison County</li> </ul>

**Community & Economic Development**

Element	Summary Views	Detail Views
Strategic Results		<ul style="list-style-type: none"> <li>• Successfully complete all strategic results outlined in the BOCC Strategic Plan that Community and Economic Development is responsible for leading and are due.</li> <li>• Make recommendations as appropriate to the applicable decision making body for improvements to both Long Range Plans, Land Use Regulations, building codes, OWTS regulations and Oil and Gas Regulations to improve the implementation of county goals and efficiency in the development review process for our customers.</li> </ul>

Measures		<ul style="list-style-type: none"> <li>• By December 2019, at least 50% of respondents to the biennial Citizen Survey will indicate that land use, planning and zoning services offered by Gunnison County are good or excellent.</li> <li>• 100% of all species of special concern will be monitored for listing status, potential impacts to Gunnison County and the possible need for County intervention in order to help preclude the need for the species to be listed as endangered.</li> </ul>
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**Land Use Review Program**

Element	Summary Views	Detail Views
Scorecard	<ul style="list-style-type: none"> <li>• <a href="#">Land Use Review Program</a></li> </ul>	
Measures		<ul style="list-style-type: none"> <li>• Percentage of respondents to the biennial Citizen Survey indicate that land use, planning and zoning services offered by Gunnison County are good or excellent</li> <li>• Minimum number of new ideas to improve the development review process within six months of conducting an annual review/critique of development applications processed over the last year</li> <li>• Percentage of all completed building and OWTS permits are reviewed within three weeks of submittal</li> <li>• Percentage of requests for building and OWTS inspections are provided within two working days of the requested time unless scheduled ahead of time with the applicant</li> <li>• Percentage of violations that are responded to within seven working days</li> <li>• Percentage of limited-impact permit applications that receive decisions within 30 calendar days</li> <li>• Percentage of applications for oil and gas operations that are reviewed for completeness within 10 working days</li> </ul>

**Smart Growth and Professional Services Program**

Element	Summary Views	Detail Views
Scorecard	<ul style="list-style-type: none"> <li>• <a href="#">Smart Growth Professional Services Program</a></li> </ul>	

Measures		<ul style="list-style-type: none"> <li>• Percentage of strategic results outlined in the BOCC Strategic Plan that Community Development is responsible for leading, and are due, are complete.</li> <li>• Annually, prepare the State of the Valley Report</li> <li>• Annual recommendations to the applicable decision making body for improvements to both Long Range Plans, Land Use Regulations, OWTS regulations and Oil and Gas Regulations to improve the implementation of County goals and efficiency in the development review process for our customers</li> </ul>
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**Wildlife Conservation Program**

Element	Summary Views	Detail Views
Scorecard	<ul style="list-style-type: none"> <li>• <a href="#">Wildlife Conservation Program</a></li> </ul>	
Measures		<ul style="list-style-type: none"> <li>• Percentage of all species of special concern monitored for listing status, potential impacts to Gunnison County and the possible need for County intervention in order to help preclude the need for the species to be listed as endangered.</li> </ul>

■ **By December 31, 2024, the development and infrastructure for the Shady Island River Park will be completed as generally described in the Shady Island Master Plan**  
Gunnison County

**Owner**

 Cathie Pagano (Community & Economic Development)

**Start Date**

11/1/19

**Collaborators**

 John Cattles (Facilities & Grounds)

**Due Date**

12/31/24

**Milestones**

**Analysis** Nov-21

**Recommendations** Nov-21

■ **By December 31, 2019, the perception of at least 50% of respondents to the biennial Citizen Survey will be that land use and planning services are good or excellent.**  
Gunnison County

**Owner**

**Start Date**

 Cathie Pagano (Community & Economic Development)

6/1/19

**Collaborators**

**Due Date**

6/30/19

**Milestones**

**Analysis**

Nov-21

**Recommendations**

Nov-21

By December 31, 2020, Gunnison County will establish a regulatory framework to encourage and direct industrial and commercial development into existing platted or zoned areas and enable opportunities for new commercial and industrial developments and newly developed Special Geographic Areas in order to:

Gunnison County

Owner	Start Date
 Cathie Pagano (Community & Economic Development)	11/1/19
Collaborators	Due Date
	12/31/20

### Milestones

- a) [Preserve our rural heritage](#)  
Gunnison County | 11/1/19 - 12/31/20
- b) [Protect our community corridors \(Hwy 50 and Hwy 135\) and view sheds along those corridors](#)  
Gunnison County | 11/1/19 - 12/31/20
- c) [Support the community values described in the One Valley Prosperity Strategy](#)  
Gunnison County | 11/1/19 - 12/31/20
- d) [Support compact development patterns](#)  
Gunnison County | 11/1/19 - 12/31/20

### Analysis Nov-21

### Recommendations Nov-21

By December 31, 2020, Gunnison County will work with its Sustainable Tourism and Outdoor Recreation (STOR) partners to establish and begin implementing stewardship, messaging, infrastructure development, wayfinding and enforcement for public lands within Gunnison County

Gunnison County

 Home

 Strategic Results

**Owner**

 Cathie Pagano (Community & Economic Development)

**Start Date**

11/1/19

**Collaborators**

**Due Date**

12/31/20

**Milestones**

**Analysis**

Nov-21

**Recommendations**

Nov-21

Successfully complete all strategic results outlined in the BOCC Strategic Plan that Community and Economic Development is responsible for leading and are due.

Community & Economic Development

### Description

### Owner



Cathie Pagano (Community & Economic Development)

### Start Date

1/1/20

### Collaborators

### Analysis

Nov-21

Make recommendations as appropriate to the applicable decision making body for improvements to both Long Range Plans, Land Use Regulations, building codes, OWTS regulations and Oil and Gas Regulations to improve the implementation of county goals and efficiency in the development review process for our customers.

Community & Economic Development

[Home](#)

[Strategic Results](#)

[Measures](#)

### Description

### Owner



Cathie Pagano (Community & Economic Development)

### Start Date

1/1/20

### Collaborators

### Analysis

Nov-21

 **By December 2019, at least 50% of respondents to the biennial Citizen Survey will indicate that land use, planning and zoning services offered by Gunnison County are good or excellent.**

Community & Economic Development

 Home

 Strategic Results

 Measures

**Owner**

 Cathie Pagano (Community & Economic Development)

**By December 2019, at least 50% of respondents to the biennial Citizen Survey will indicate that land use, planning and zoning services offered by Gunnison County are good or excellent.**

**Collaborators**

**Goals**



**Analysis** 2020

This result was a drop in 2019 below previous higher marks. We continue to strive to be a resource for our customers, hold stakeholder outreach with the contractor community, and be available to meet constituents needs.

**Recommendations** 2020



100% of all species of special concern will be monitored for listing status, potential impacts to Gunnison County and the possible need for County intervention in order to help preclude the need for the species to be listed as endangered.

Community & Economic Development

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[Strategic Results](#)

[Measures](#)

### Owner

 Cathie Pagano (Community & Economic Development)

100% of all species of special concern will be monitored for listing status, potential impacts to Gunnison County and the possible need for County intervention in order to help preclude the need for the species to be listed as endangered.

### Collaborators

### Goals



### Analysis

2020

### Recommendations

2020

## Community

**Gunnison County**

**Land Use Review Program**

**Wednesday, November 10th 2021, 6:31:28 pm**

## Land Use Review Program

Land Use Review Program

 [Home](#)

 [Scorecard](#)

 [Measures](#)

### Program Purpose Statement

The purpose of the Land Use Review Program is to provide development review, oil and gas review, sage-grouse habitat permit review, and inspection services to permit applicants and the community so they can efficiently obtain their permits and maintain a high-quality natural and built environment consistent with County codes and regulations.

### Performance Narrative

#### Program Key Results

-  Percentage of respondents to the biennial Citizen Survey indicate that land use, planning and zoning services offered by Gunnison County are good or excellent
-  Minimum number of new ideas to improve the development review process within six months of conducting an annual review/critique of development applications processed over the last year
-  Percentage of limited-impact permit applications that receive decisions within 30 calendar days



# Percentage of respondents to the biennial Citizen Survey indicate that land use, planning and zoning services offered by Gunnison County are good or excellent

Land Use Review Program

[Home](#)

[Scorecard](#)

[Measures](#)

## Description

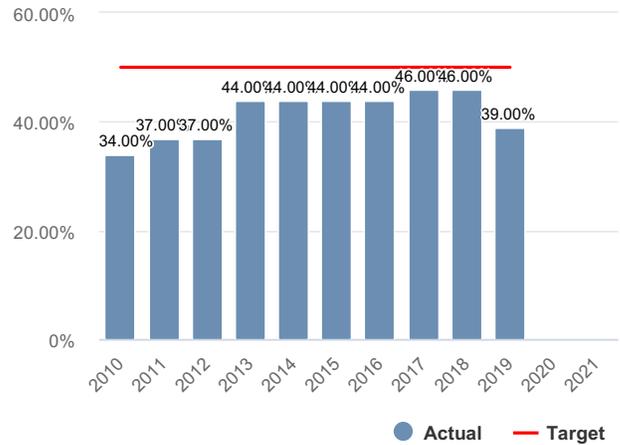
### Owner



Cathie Pagano (Community & Economic Development)

### Collaborators

### Percentage of respondents to the biennial Citizen Survey indicate that land use, planning and zoning services offered by Gunnison County are good or excellent



## Analysis

2020

This result was a drop in 2019 below previous higher marks. We continue to strive to be a resource for our customers, hold stakeholder outreach with the contractor community, and be available to meet constituents needs.



### Minimum number of new ideas to improve the development review process within six months of conducting an annual review/critique of development applications processed over the last year

Land Use Review Program

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[Scorecard](#)

[Measures](#)

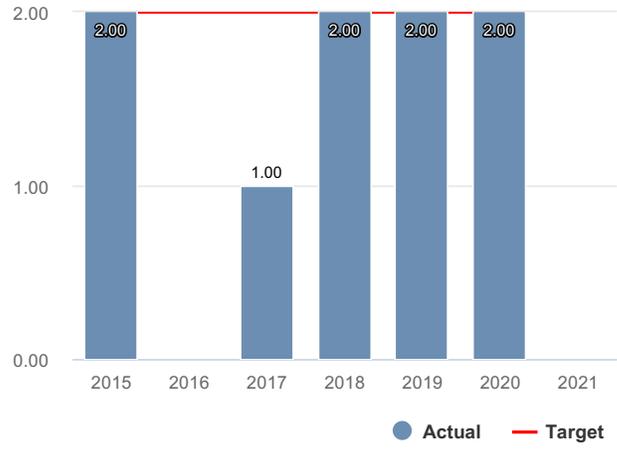
#### Description

#### Owner

 Cathie Pagano (Community & Economic Development)

#### Collaborators

#### Minimum number of new ideas to improve the development review process within six months of conducting an annual review/critique of development applications processed over the last year



#### Analysis

2020



### Percentage of all completed building and OWTS permits are reviewed within three weeks of submittal

Land Use Review Program

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[Scorecard](#)

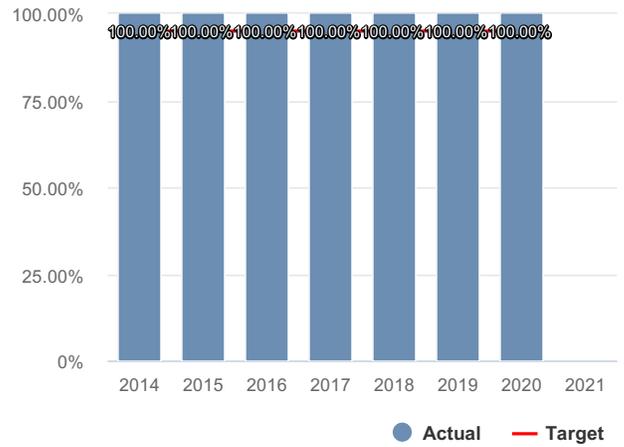
[Measures](#)

## Description

### Owner

### Collaborators

### Percentage of all completed building and OWTS permits are reviewed within three weeks of submittal



## Analysis

2020



### Percentage of requests for building and OWTS inspections are provided within two working days of the requested time unless scheduled ahead of time with the applicant

Land Use Review Program

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[Scorecard](#)

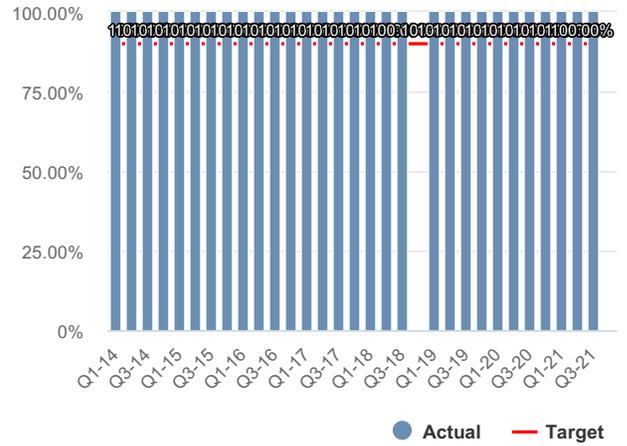
[Measures](#)

## Description

### Owner

### Collaborators

### Percentage of requests for building and OWTS inspections are provided within two working days of the requested time unless scheduled ahead of time with the applicant



## Analysis

Q3-21



# Percentage of violations that are responded to within seven working days

Land Use Review Program

[Home](#)

[Scorecard](#)

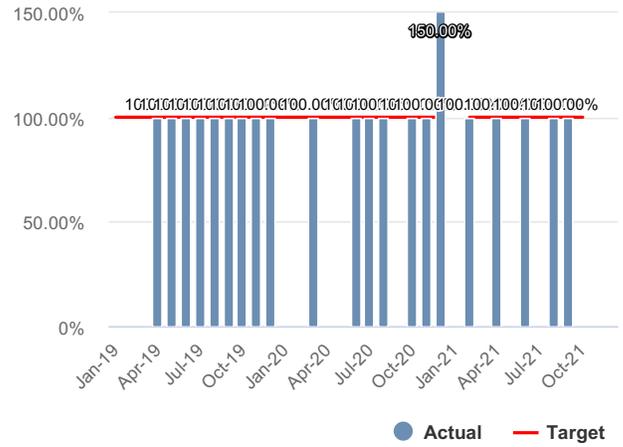
[Measures](#)

## Description

### Owner

### Collaborators

### Percentage of violations that are responded to within seven working days



## Analysis

Nov-21



# Percentage of limited-impact permit applications that receive decisions within 30 calendar days

Land Use Review Program

[Home](#)

[Scorecard](#)

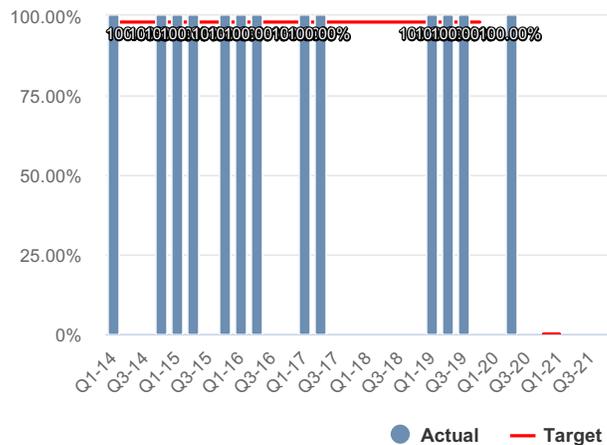
[Measures](#)

## Description

### Owner

### Collaborators

### Percentage of limited-impact permit applications that receive decisions within 30 calendar days



## Analysis

Q3-21



# Percentage of applications for oil and gas operations that are reviewed for completeness within 10 working days

Land Use Review Program

[Home](#)

[Scorecard](#)

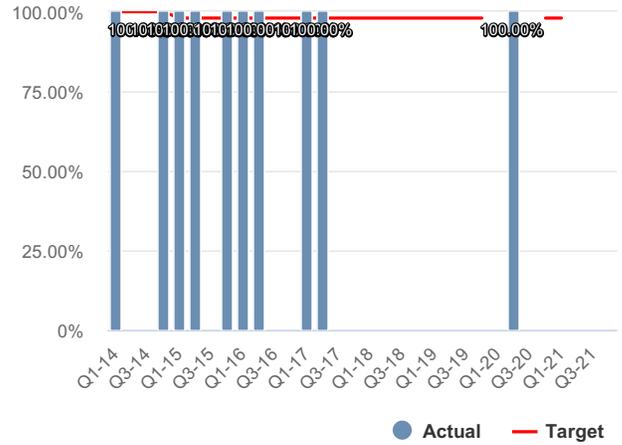
[Measures](#)

## Description

### Owner

### Collaborators

### Percentage of applications for oil and gas operations that are reviewed for completeness within 10 working days



## Analysis

Q3-21

## Community

Gunnison County

Smart Growth and Professional Services Program

Wednesday, November 10th 2021, 6:32:01 pm

## Smart Growth Professional Services Program

Smart Growth and Professional Services Program

[Home](#)

[Scorecard](#)

[Measures](#)

### Program Purpose Statement

The purpose of the Smart Growth Professional Services Program is to provide professional consulting, facilitation and code-development services to both Gunnison County residents and the County organization to create a high performing, prosperous and interconnected community.

### Performance Narrative

### Program Key Results

-  Percentage of strategic results outlined in the BOCC Strategic Plan that Community Development is responsible for leading, and are due, are complete.
-  Annual recommendations to the applicable decision making body for improvements to both Long Range Plans, Land Use Regulations, OWTS regulations and Oil and Gas Regulations to improve the implementation of County goals and efficiency in the development review process for our customers

Activities	Measures	Analysis
<ul style="list-style-type: none"> <li> Long-range Planning and Projects</li> </ul>	<ul style="list-style-type: none"> <li> Percentage of strategic results outlined in the BOCC Strategic Plan that Community Development is responsible for leading, and are due, are complete.</li> <li> Annually, prepare the State of the Valley Report</li> <li> Number of proactive projects completed</li> </ul>	
<ul style="list-style-type: none"> <li> Codes and Regulation Oversight</li> </ul>	<ul style="list-style-type: none"> <li> Annual recommendations to the applicable decision making body for improvements to both Long Range Plans, Land Use Regulations, OWTS regulations and Oil and Gas Regulations to improve the implementation of County goals and efficiency in the development review process for our customers</li> <li> Number of amendments completed</li> <li> Number of amendments expected to be proposed</li> </ul>	



**Percentage of strategic results outlined in the BOCC Strategic Plan that Community Development is responsible for leading, and are due, are complete.**  
 Smart Growth and Professional Services Program

[Home](#)

[Scorecard](#)

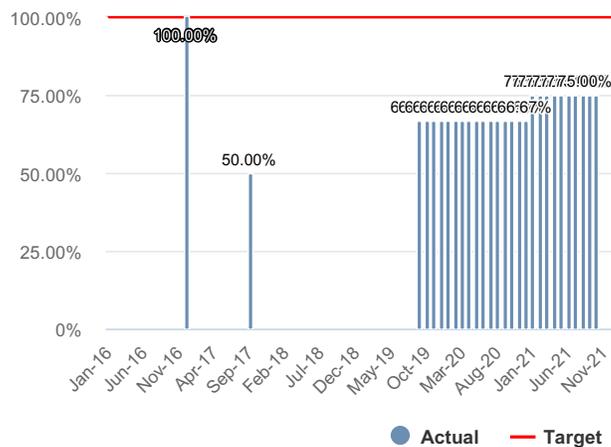
[Measures](#)

**Description**

**Owner**

**Collaborators**

**Percentage of strategic results outlined in the BOCC Strategic Plan that Community Development is responsible for leading, and are due, are complete**



**Analysis** Nov-21

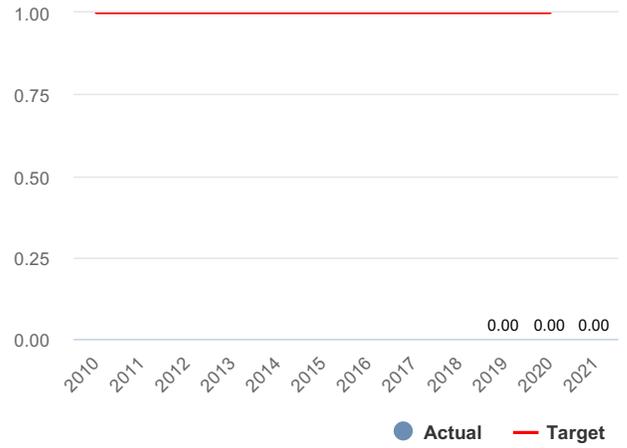
 **Annually, prepare the State of the Valley Report**  
Smart Growth and Professional Services Program

**Description**

**Owner**

**Collaborators**

**Annually, prepare the State of the Valley Report**



**Analysis** 2020

OVLC decided not to complete a SOV in 2020 due to the pandemic. The effort was redirected to economic recovery.



**Annual recommendations to the applicable decision making body for improvements to both Long Range Plans, Land Use Regulations, OWTS regulations and Oil and Gas Regulations to improve the implementation of County goals and efficiency in the development review process for our customers**

Smart Growth and Professional Services Program

[Home](#)

[Scorecard](#)

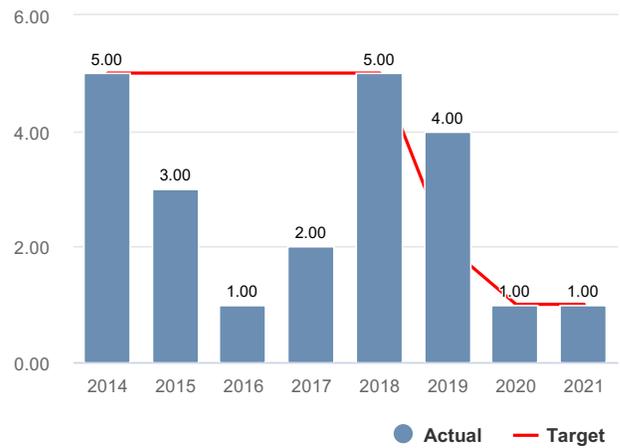
[Measures](#)

**Description**

**Owner**

**Annual recommendations to the applicable decision making body for improvements to both Long Range Plans, Land Use Regulations, OWTS regulations and Oil and Gas Regulations to improve the implementation of County goals and efficiency in the development review process for our customers**

**Collaborators**



**Analysis** 2020

Several amendments were made to the LUR in 2020 and 2021

## Community

**Gunnison County**

**Wildlife Conservation Program**

**Wednesday, November 10th 2021, 6:32:20 pm**

## Wildlife Conservation Program

Wildlife Conservation Program

[Home](#)

[Scorecard](#)

[Measures](#)

### Program Purpose Statement

The purpose of the Wildlife Conservation Program is to provide consulting, plan review, coordination and education services to County residents, developers and government entities so they can achieve their objectives while minimizing their impacts on wildlife in Gunnison County.

### Performance Narrative

### Program Key Results

-  Percentage of all species of special concern monitored for listing status, potential impacts to Gunnison County and the possible need for County intervention in order to help preclude the need for the species to be listed as endangered.

Activities	Measures	Analysis
Wildlife Conservation Activity	 Percentage of all species of special concern monitored for listing status, potential impacts to Gunnison County and the possible need for County intervention in order to help preclude the need for the species to be listed as endangered.	
	 Number of Land Use Change permit applications reviewed for impact on sage grouse	
	 Number of Land Use Change Permit Applications expected to be reviewed for impact on sage grouse	



Percentage of all species of special concern monitored for listing status, potential impacts to Gunnison County and the possible need for County intervention in order to help preclude the need for the species to be listed as endangered.

Wildlife Conservation Program

[Home](#)

[Scorecard](#)

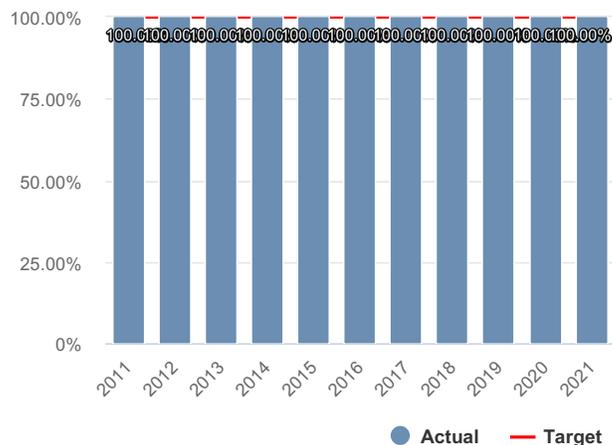
[Measures](#)

Description

Owner

Collaborators

Percentage of all species of special concern monitored for listing status, potential impacts to Gunnison County and the possible need for County intervention in order to help preclude the need for the species to be listed as endangered.



Analysis

2020

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Performance Update - Gunnison/Crested Butte Region

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached report. Metric titles on pages 2-4 link to associated metrics within the documents.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase for Rick Lamport

**Submitter's Email Address:** khaase@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 11/16/2021

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# **PERFORMANCE REPORT**

**for the**

**Gunnison-Crested Butte  
Regional Airport**

**As of November 2021**



**Gunnison County**

Element	Summary Views	Detail Views
Strategic Results		<ul style="list-style-type: none"> <li>• By December 31, 2021, the Gunnison-Crested Butte Regional Airport Terminal Renovation Project will begin.</li> <li>• By December 31, 2020, corporate and general aviation services will be enhanced to grow Gunnison-Crested Butte Regional Airport's position in the market, as evidenced by a minimum of \$100,000 in annual fuel-flowage fees and rampparking fees collected annually</li> <li>• By December 31, 2020, increase the airport's economic impact to the community by 40% over the results of the 2013 CODOT study to \$140M as a consequence of reversing identified passenger leakage, increasing enplanements to 45,000, and increasing corporate and general aviation activity</li> </ul>

**Airport**

Element	Summary Views	Detail Views

<p>Strategic Results</p>		<ul style="list-style-type: none"> <li>• One additional legacy air carrier serving GUC, one new non-stop destination, or an increase in frequency to existing destinations</li> <li>• By December 2023, the Gunnison/Crested Butte community will be served by 40,000 or more enplanements, as a consequence of one or more of the following: a. Additional flight departure/arrival options; b. Additional seats on current commercial flight offerings; and/or c. Additional airline contracts.</li> <li>• By December 2017, the cost per enplanement will be \$X or lower.</li> <li>• Completion of FAA-funded infrastructure projects as identified within the new GUC airport Master Plan</li> <li>• Completion of infrastructure projects upon identification of new opportunities for the purpose of offering enhanced corporate level general aviation services;</li> <li>• By September 2025, all scheduled Master Plan CIP projects will be complete.</li> <li>• Full compliance with all FAA Part 139 regulations</li> <li>• Full compliance with all TSA security regulations</li> <li>• A maximum of three deficiencies cited as per CFR Part 139 compliance standards annual inspections</li> <li>• The Gunnison/Crested Butte Regional Airport will continue serving the community as a certified Part 139 Airport providing commercial aviation service that satisfies all federal regulations</li> </ul>
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**Airport Administration Program**

Element	Summary Views	Detail Views
Scorecard	<ul style="list-style-type: none"> <li>• <a href="#">Airport Administration Program</a></li> </ul>	

Measures		<ul style="list-style-type: none"> <li>• Percentage of customer complaints that result in customer satisfaction with response and no desire for next-level management review or action.</li> <li>• Minimum percentage increase in enplanements (over CY 2014), as a consequence of additional flight departure/arrival options, additional seats on current commercial flight offerings, and/or additional airline contracts.</li> <li>• Percentage of the Master Plan milestones that are due are completed.</li> </ul>
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**Airport Operations Program**

Element	Summary Views	Detail Views
Scorecard	<ul style="list-style-type: none"> <li>• <a href="#">Airport Operations Program</a></li> </ul>	
Measures		<ul style="list-style-type: none"> <li>• Maximum percentage of flights that are denied runway availability due to airfield operational issues</li> <li>• Percent compliance with all FAA Part 139 regulations</li> <li>• Percent compliance with all TSA security regulations as per annual inspection.</li> <li>• Maximum number of deficiencies cited as per CFR Part 139 compliance standards annual inspection</li> <li>• Percentage of customer complaints are resolved to satisfaction</li> </ul>

**By December 31, 2021, the Gunnison-Crested Butte Regional Airport Terminal Renovation Project will begin.**

Gunnison County

[Home](#)

[Strategic Results](#)

**Owner**



Rick Lamport (Airport)

**Start Date**

6/1/19

**Collaborators**

**Due Date**

6/30/19

**Completed**

Not Completed

**Completed Date**

Not Completed

**Milestones**

**Analysis**

Oct-21

**Recommendations**

Oct-21

By December 31, 2020, corporate and general aviation services will be enhanced to grow Gunnison-Crested Butte Regional Airport's position in the market, as evidenced by a minimum of \$100,000 in annual fuel-flowage fees and ramparking fees collected annually

Gunnison County

 Home

 Strategic Results

**Owner**

 Rick Lamport (Airport)

**Start Date**

11/1/19

**Collaborators**

**Due Date**

12/31/20

**Milestones**

**Analysis**

Oct-21

**Recommendations**

Oct-21

By December 31, 2020, increase the airport's economic impact to the community by 40% over the results of the 2013 CODOT study to \$140M as a consequence of reversing identified passenger leakage, increasing enplanements to 45,000, and increasing corporate and general aviation activity

Gunnison County

Owner

 Rick Lamport (Airport)

Start Date

11/1/19

Collaborators

Due Date

12/31/20

Milestones

Analysis

Oct-21

Recommendations

Oct-21

■ One additional legacy air carrier serving GUC, one new non-stop destination, or an increase in frequency to existing destinations  
Airport

**Description**

**Owner**

**Due Date**

 Stephanie Williams (Airport)

12/31/19

**Collaborators**

**Analysis** Oct-21

American Airlines will begin summer service to DFW in June of 2021

By December 2023, the Gunnison/Crested Butte community will be served by 40,000 or more enplanements, as a consequence of one or more of the following: a. Additional flight departure/arrival options; b. Additional seats on current commercial flight offerings; and/or c. Additional airline contracts.

Airport

### Description

#### Owner



Stephanie Williams (Airport)

#### Due Date

12/31/20

#### Collaborators

### Analysis

Oct-21

Enplanements are expected to increase with additional American Airlines summer service to DFW beginning June 2021.

 **By December 2017, the cost per enplanement will be \$X or lower.**  
Airport

**Description**

**Owner**

**Due Date**

12/31/20

**Collaborators**

**Analysis**

Oct-21

## Completion of FAA-funded infrastructure projects as identified within the new GUC airport

Master Plan  
Airport

[Home](#)

[Strategic Results](#)

Description

Owner

Due Date

12/31/20

Collaborators

Analysis

Oct-21

■ **Completion of infrastructure projects upon identification of new opportunities for the purpose of offering enhanced corporate level general aviation services;**  
Airport

**Description**

**Owner**

**Due Date**

12/31/20

**Collaborators**

**Analysis** Oct-21

This is anticipated after the completion of the Terminal Renovation

 **By September 2025, all scheduled Master Plan CIP projects will be complete.**  
Airport

**Description**

**Owner**

**Due Date**

12/31/19

**Collaborators**

**Analysis**

Oct-21

**Full compliance with all FAA Part 139 regulations**  
Airport

**Description**

**Owner**

**Due Date**

12/31/20

**Collaborators**

**Analysis** Oct-21

GUC remains in full compliance with all Part 139 regulations.

**Full compliance with all TSA security regulations**  
Airport

**Description**

**Owner**

**Due Date**

12/31/19

**Collaborators**

**Analysis** Oct-21

GUC is in full compliance with all TSA security regulations.

**A maximum of three deficiencies cited as per CFR Part 139 compliance standards annual inspections**  
Airport

**Description**

**Owner**

**Due Date**

12/31/19

**Collaborators**

**Analysis** Oct-21

The 2021 annual inspection noted two (2) discrepancies that were immediately corrected and has been approved and closed out by the FAA.

The Gunnison/Crested Butte Regional Airport will continue serving the community as a certified Part 139 Airport providing commercial aviation service that satisfies all federal regulations

Airport

 Home

 Strategic Results

### Description

### Owner

### Due Date

1/31/20

### Collaborators

### Analysis

Oct-21

The Gunnison Crested Butte Airport continues to operate in compliance with FAA regulations and to serve the community as a Part 139 Airport by providing commercial aviation service. Winter commercial air service continues with service provided by American and United Airlines to Denver, Dallas, and Houston. Summer commercial air service will be expanding by adding service to Dallas with American Airlines June through August. United Airlines will continue to provide service to Denver and Houston during the summer months.

## Airport Performance (Oct-21)

**Gunnison County**

**Airport Administration Program**

**Friday, November 12th 2021, 5:00:18 pm**

## Airport Administration Program

Airport Administration Program

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[Scorecard](#)

[Measures](#)

### Program Purpose Statement

The purpose of the Airport Administration Program is to provide high quality support services to aviation entities, airport operations personnel, and the Gunnison/Crested Butte community so that they can benefit from an airport that is self-funded, contributes to community economic development, and is safe, secure and efficient.

### Performance Narrative

### Program Key Results

-  Percentage of customer complaints that result in customer satisfaction with response and no desire for next-level management review or action.
-  Percentage of the Master Plan milestones that are due are completed.
-  Dollar value of aeronautical-based revenue collected
-  Dollar value of non-aeronautical-based revenue collected

Activities	Measures	Analysis
<ul style="list-style-type: none"> <li> Operational Support</li> </ul>	<ul style="list-style-type: none"> <li> Percentage of customer complaints that result in customer satisfaction with response and no desire for next-level management review or action.</li> <li> Number of grants monitored</li> <li> Dollar value of grant funding received and monitored</li> <li> Number of grants expected to be monitored</li> <li> Dollar value of grant funding expected to be received and monitored.</li> </ul>	
<ul style="list-style-type: none"> <li> Strategic Development</li> </ul>	<ul style="list-style-type: none"> <li> Minimum percentage increase in enplanements (over CY 2014), as a consequence of additional flight departure/arrival options, additional seats on current commercial flight offerings, and/or additional airline contracts.</li> <li> Percentage of the Master Plan milestones that are due are completed.</li> <li> Number (of 6) Master Plan milestones that are completed.</li> <li> Number of enplanements</li> <li> Dollar value of aeronautical-based revenue collected</li> </ul>	

Gunnison-Crested Butte Regional Airport Periodic Performance Report

Activities	Measures	Analysis
	<ul style="list-style-type: none"> <li>● Dollar value of non-aeronautical-based revenue collected</li> </ul>	
	<ul style="list-style-type: none"> <li>■ Number (of 6) Master Plan milestones that are expected to be completed.</li> </ul>	
	<ul style="list-style-type: none"> <li>● Number of enplanements expected to be provided</li> </ul>	
	<ul style="list-style-type: none"> <li>● Dollar value of aeronautical-based revenue expected to be received</li> </ul>	
	<ul style="list-style-type: none"> <li>■ Cost per enplanement</li> </ul>	



### Percentage of customer complaints that result in customer satisfaction with response and no desire for next-level management review or action.

Airport Administration Program

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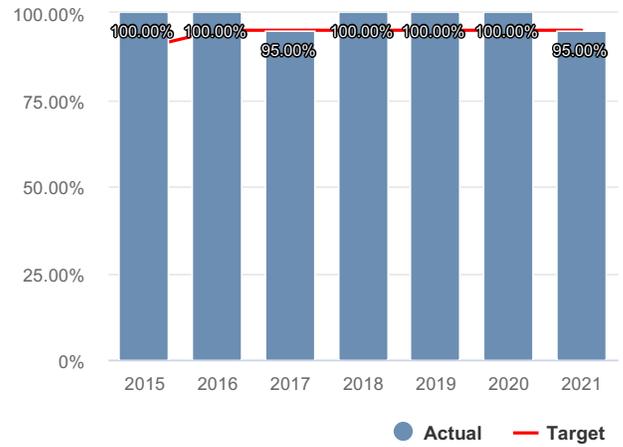
[Measures](#)

## Description

## Owner

## Collaborators

### Percentage of customer complaints that result in customer satisfaction with response and no desire for next-level management review or action.



## Analysis

2020

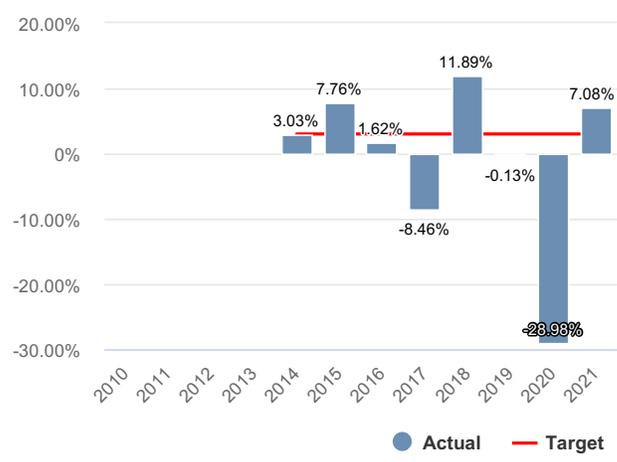
 **Minimum percentage increase in enplanements (over CY 2014), as a consequence of additional flight departure/arrival options, additional seats on current commercial flight offerings, and/or additional airline contracts.**  
 Airport Administration Program

**Description**

**Owner**

**Collaborators**

**Minimum percentage increase in enplanements (over CY 2014), as a consequence of additional flight departure/arrival options, additional seats on current commercial flight offerings, and/or additional airline contracts.**



**Analysis** 2020



### Percentage of the Master Plan milestones that are due are completed.

Airport Administration Program

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[Scorecard](#)

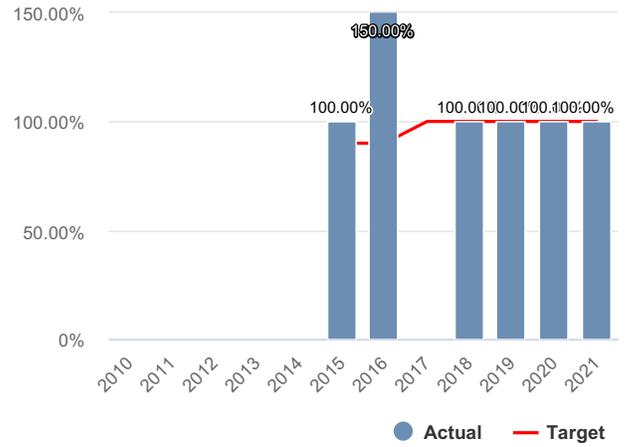
[Measures](#)

## Description

### Owner

### Collaborators

### Percentage of the Master Plan milestones that are due are completed.



## Analysis

2020

## Airport Performance (Oct-21)

**Gunnison County**

**Airport Operations Program**

**Friday, November 12th 2021, 5:00:39 pm**

## Airport Operations Program

Airport Operations Program

### Program Purpose Statement

The purpose of the Airport Operations Program is to provide high quality airport operations and maintenance services in accordance with FAA Part 139 to the community and airport users so that they can benefit from a safe and efficient aeronautical facility.

### Performance Narrative

### Program Key Results

-  Percent compliance with all FAA Part 139 regulations
-  Percent compliance with all TSA security regulations as per annual inspection.
-  Maximum number of deficiencies cited as per CFR Part 139 compliance standards annual inspection
-  Percentage of customer complaints are resolved to satisfaction

Activities	Measures	Analysis
<ul style="list-style-type: none"> <li> Airside Operations</li> </ul>	<ul style="list-style-type: none"> <li> Maximum percentage of flights that are denied runway availability due to airfield operational issues</li> <li> Percent compliance with all FAA Part 139 regulations</li> <li> Percent compliance with all TSA security regulations as per annual inspection.</li> <li> Maximum number of deficiencies cited as per CFR Part 139 compliance standards annual inspection</li> <li> Number of aircraft operations (arrivals and departures)</li> <li> Number of aircraft operations (arrivals and departures) expected to be required</li> <li> Cost per aircraft operation (arrivals and departures)</li> </ul>	
<ul style="list-style-type: none"> <li> Landside Operations</li> </ul>	<ul style="list-style-type: none"> <li> Percentage of customer complaints are resolved to satisfaction</li> <li> Number of satisfactory customer complaint responses provided</li> <li> Number of terminal-related customer injuries reported</li> <li> Number of satisfactory customer complaint responses expected to be requested</li> <li> Number of terminal-related customer injuries expected to be reported</li> </ul>	

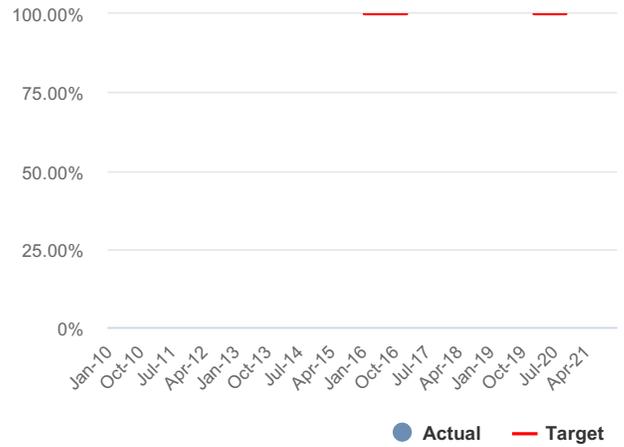
**Maximum percentage of flights that are denied runway availability due to airfield operational issues**  
Airport Operations Program

**Description**

**Owner**

**Collaborators**

**Maximum percentage of flights that are denied runway availability due to airfield operational issues**



**Analysis** Oct-21



# Percent compliance with all FAA Part 139 regulations

Airport Operations Program

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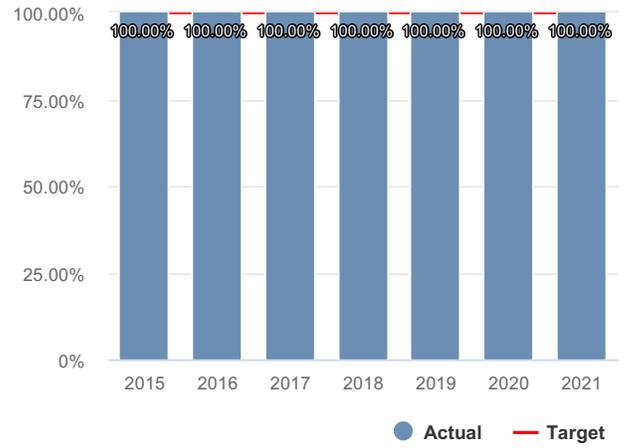
[Measures](#)

## Description

### Owner

### Collaborators

### Percent compliance with all FAA Part 139 regulations



## Analysis

2020



# Percent compliance with all TSA security regulations as per annual inspection.

Airport Operations Program

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[Scorecard](#)

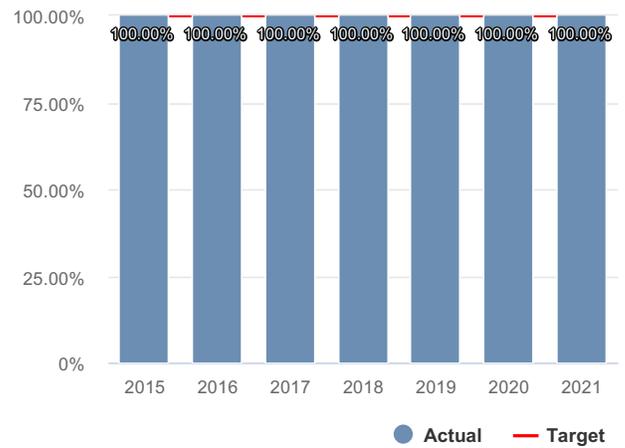
[Measures](#)

## Description

### Owner

### Collaborators

### Percent compliance with all TSA security regulations as per annual inspection



## Analysis

2020



# Maximum number of deficiencies cited as per CFR Part 139 compliance standards annual inspection

Airport Operations Program

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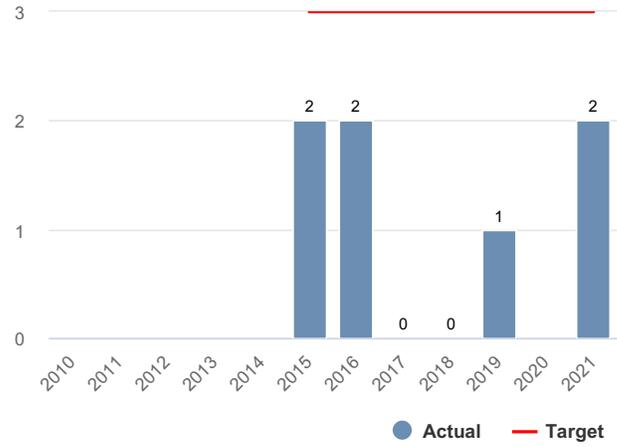
[Measures](#)

## Description

## Owner

## Collaborators

## Maximum number of deficiencies cited as per CFR Part 139 compliance standards annual inspection



## Analysis

2020



# Percentage of customer complaints are resolved to satisfaction

Airport Operations Program

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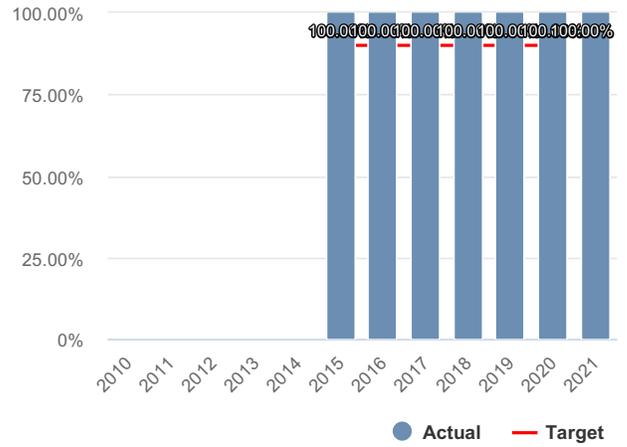
[Measures](#)

## Description

### Owner

### Collaborators

### Percentage of customer complaints are resolved to satisfaction.



## Analysis

2020