1 - December 21, 2021 Agenda

2a - Public Hearing_Liquor Lic Transfer_Wooden Spoon

2b, 2c - Liquor Lic_Fermented Malt Bev Lic_Harmels Ranch Resort

3 - Budget Action_Resolution Amending GC Housing Authority

4 - Budget Action_Resolution Amending LMD

5 - Calendar - Dec 21, 2021 to Jan 18, 2022

6a - Minutes - October 5, 2021 Regular Meeting

6b - Minutes - November 9, 2021 Special Meeting

6c - Minutes - November 23, 2021 Special Meeting

6d - Minutes - December 7, 2021 Regular Meeting

7 - Consent 1 - Road Maintenance Agreement_Colorado Stone Quarries

7 - Consent 2 - MOA_LMD, TAPP, Gunnison-CB TA

7 - Consent 3 - Contractor Agreement, Drivers Ed

7 - Consent 4 - CSU Subdivision_acknowledmentof easements

7 - Consent 5 - Development Improvement Agreemt_DIA-CSU-Wilson Subdivision

7 - Consent 6 - GOCO Grant App and Resolution

7 - Consent 7 - MOU_Gunnison County, Prowers County

7 - Consent 8 - WRETAC Funding Request

7 - Consent 9 - DIA, Skyland Filing III, Phase II

8 - Budget Action_Resolution Amending Gunnison County

9c - Cash Transfer Report

9d - Sales Tax Reports

9EE - Treasurer Report

10 - Certification of Levies and Revenue_TY 2021_Budget Year 2022

11 - CTSI Agreement_Partiall Self-funded Program

12 - Resolution, Approval of ATVs, OHVs, UTVs on CR3

13 - Agreement for Services_SITA_Airport

14 - Request for Subdivision Exemption - CBFPD and Spann Ranches

15 - Foxtrot Subdivision Amendment

16 - 2022 Emergency Mangmt Performance Grant

17 - Resolution Numbering Revision

18a - HS, Agenda December 21, 2021

18b - HS, Minutes for October 19, 2021 meeting

18c - HS, Consent-MOU, Hinsdale and Prowers County

18d - HS, County Merit System

18e - HS, CCI Proxy

19 - CBOE_October 26, 2021 meeting minutes

20 - Executive Session

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, December 21, 2021
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

8:30 am
- Call to Order
- Public Hearing; Liquor License Transfer; Colorado Liquor Retail License Application; The Wooden Spoon LLC dba The Wooden Spoon
- Alcohol Beverage License; Harmels Operation LLC dba Harmels Ranch Resort; License #03-15394; Effective 10/28/2021-10/28/2022
- Fermented Malt Beverage, Alcohol Beverage License; Harmels Operation LLC dba Harmels Ranch Resort; License #04-01630
- Adjourn

GUNNISON COUNTY HOUSING AUTHORITY:

8:40 am
- Call to Order
- Budget Action:
  1. Resolution; Amending the Gunnison County Housing Authority Budget for Fiscal Year 2021 and Amending the Appropriation Resolution
- Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

8:42 am
- Call to Order
- Budget Action:
  1. Resolution; Amending the Gunnison River Valley Local Marketing District Budget for Fiscal Year 2021 and Amending the Appropriation Resolution
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:44 am
- Call to Order; Agenda Review
- Scheduling
- Minutes Approval:
  1. October 5, 2021 Regular Meeting
  2. November 9, 2021 Special Meeting
  3. November 23, 2021 Special Meeting
  4. December 7, 2021 Regular Meeting
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Road Maintenance Agreement Amendment; Colorado Stone Quarries; Maintenance of Marble Quarry Road; Extension of termination date from December 31, 2021 to January 31, 2022

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.*

2. Memorandum of Agreement; Gunnison River Valley Local Marketing District (LMD), Tourism and Prosperity Partnership (TAPP), and Gunnison-Crested Butte Tourism Association (Gunnison-Crested Butte TA); LMD to provide marketing funds to Gunnison-Crested Butte TA; January 1, 2022 through December 31, 2022; $3,200,000
3. Contractor Agreement; Gunnison Valley Driver's Education; for Substance Abuse Prevention Strategy; December 10, 2021 through September 30, 2022; $50,000
4. Dedication of Public Access and Utility Easements; Wilson Subdivision, Filing No. 1
5. Development Improvements Agreement for Colorado State University - Wilson Subdivision
6. Grant Application and Resolution; Great Outdoors Colorado Trust Fund; Planning and Capacity Grant; $98,750
7. Memorandum of Understanding between Gunnison County and Prowers County; Hot Line Calls for Child and Adult Protection
8. Grant Application; Western Regional Emergency Medical & Trauma Advisory Council (WRETAC); Crested Butte Fire Protection District; for paging equipment; $7,500
9. Release of Development Improvements Agreement for Skyland Filing III, Phase II

- County Manager's Report

- Deputy County Manager's Report and Project Updates

9:15 am
- Budget Action:
  1. Resolution; Amending the Gunnison County Budget for Fiscal Year 2021 and Amending the Appropriation Resolution

- Vouchers and Transfers:
  1. December 2021 Accounts Payable Report
  2. October 2021 Purchase Card Report
  3. November 2021 Cash Transfer Report
  4. Sales Tax - LMD Reports

- Treasurer's Report

9:25 am
- Certification of Levies and Revenue for Tax Year 2021 / Budget Year 2022

9:30 am
- CTSI - Colorado Counties Casualty and Property Pool Agreement and Invoice; for Partially Self-Funded Program; Gunnison County; January 1, 2022 through December 31, 2022; $341,793

9:35 am
- Approval of ATV, OHV and UTV Use on CR #3:
  1. Resolution; Temporarily Extending Resolution No. 21-12 and Authorizing ATV, OHV and UTV Use on a Certain Portion of County Road #3 Until January 4, 2022

9:50 am
- Agreement for Services; SITA Information Networking Computing USA Inc; to provide "common use terminal" hardware and service to the Gunnison-Crested Butte Regional Airport; beginning December 15, 2021; $173,641.84 plus $4,414.20 monthly

10:00 am
- Request for Subdivision Exemption for CB Fire Protection District and Spann Ranches

10:15 am
- Resolution; Approving the Application Amending the Protective Covenants of Foxtrot Subdivision, LUC-21-00063, Foxtrot ABL, LLC

10:25 am
- Gunnison Valley Health; Approval for Purchase of Lots; Wade Baker

10:30 am • 2022 Emergency Management Performance Grant

10:35 am • Resolution Numbering Revisions for: a) Gunnison County Housing Authority Resolutions (2); b) Gunnison River Valley Local Marketing District Resolutions (2); and c) Gunnison County Board of County Commissioners Resolutions (4)

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

10:40 am • (See separate agenda)

GUNNISON COUNTY BOARD OF EQUALIZATION:

11:10 am • Call to Order

• Minutes Approval:
1. October 26, 2021 CBOE Meeting

• Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

11:12 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.

11:35 am • Executive Session, pursuant to C.R.S. 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations related to property interest(s) located in Gunnison County, Colorado, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to property interest(s) located in Gunnison Co., CO

• Lunch Break

1:00 pm • Paintbrush Apartments Ribbon Cutting Ceremony

• Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: https://us02web.zoom.us/j/88336680665?pwd=MVhiUzlBZnRrNjdma0JoUllXUzRaUT09

Meeting ID: 883 3668 0665
Passcode: 149941
One tap mobile
+16699006833,,88336680665#,,,,*149941# US (San Jose)
+12532158782,,88336680665#,,,,*149941# US (Tacoma)

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.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Liquor License Transfer; Colorado

Action Requested: Other Public Hearing for Transfer of Liquor License for the Wooden Spoon

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Transfer of Liquor License for the Wooden Spoon

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 12/21/2021

Revised April 2015

DR 8404 (11/02/18)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

received 11-17-202

☐ New License ☐ New-Concurrent ☒ Transfer of Ownership ☐ State Property Only

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** *www.colorado.gov/enforcement/liquor*

1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation	FEIN Number
The Wooden Spoon LLC	87-2565146

2a. Trade Name of Establishment (DBA)	State Sales Tax Number	Business Telephone
The Wooden Spoon	95015488	970-901-7098

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
229 Elcho Ave

City	County	State	ZIP Code
Crested Butte	Gunnison	CO	81224

4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
200 Anderson Dr	Crested Butte	CO	81224

5. Email Address

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
Crested Butte South Gen Val Store LLC	03-06079	Tavern Country	3/15/22

Section A Nonrefundable Application Fees	
☐ Application Fee for New License	$1,100.00
☐ Application Fee for New License w/Concurrent Review	$1,200.00
☒ Application Fee for Transfer	$1,100.00

Section B Liquor License Fees	
☐ Add Optional Premises to H & R	$100.00 X _____ Total _____
☐ Add Related Facility to Resort Complex	$75.00 X _____ Total _____
☐ Arts License (City)	$308.75
☐ Arts License (County)	$308.75
☐ Beer and Wine License (City)	$351.25
☐ Beer and Wine License (County)	$436.25
☐ Brew Pub License (City)	$750.00
☐ Brew Pub License (County)	$750.00
☐ Campus Liquor Complex (City)	$500.00
☐ Campus Liquor Complex (County)	$500.00
☐ Campus Liquor Complex (State)	$500.00
☐ Club License (City)	$308.75
☐ Club License (County)	$308.75
☐ Distillery Pub License (City)	$750.00
☐ Distillery Pub License (County)	$750.00
☐ Hotel and Restaurant License (City)	$500.00
☐ Hotel and Restaurant License (County)	$500.00
☐ Hotel and Restaurant License w/one opt premises (City)	$600.00
☐ Hotel and Restaurant License w/one opt premises (County)	$600.00
☐ Liquor–Licensed Drugstore (City)	$227.50
☐ Liquor–Licensed Drugstore (County)	$312.50
☐ Lodging & Entertainment - L&E (City)	$500.00

Section B (Cont.) Liquor License Fees	
☐ Lodging & Entertainment - L&E (County)	$500.00
☐ Manager Registration - H & R	$75.00
☒ Manager Registration - Tavern	$75.00
☐ Manager Registration - Lodging & Entertainment	$75.00
☐ Manager Registration - Campus Liquor Complex	$75.00
☐ Master File Location Fee	$25.00 X _____ Total _____
☐ Master File Background	$250.00 X _____ Total _____
☐ Optional Premises License (City)	$500.00
☐ Optional Premises License (County)	$500.00
☐ Racetrack License (City)	$500.00
☐ Racetrack License (County)	$500.00
☐ Resort Complex License (City)	$500.00
☐ Resort Complex License (County)	$500.00
☐ Related Facility - Campus Liquor Complex (City)	$160.00
☐ Related Facility - Campus Liquor Complex (County)	$160.00
☐ Related Facility - Campus Liquor Complex (State)	$160.00
☐ Retail Gaming Tavern License (City)	$500.00
☐ Retail Gaming Tavern License (County)	$500.00
☐ Retail Liquor Store License–Additional (City)	$227.50
☐ Retail Liquor Store License–Additional (County)	$312.50
☐ Retail Liquor Store (City)	$227.50
☐ Retail Liquor Store (County)	$312.50
☐ Tavern License (City)	$500.00
☒ Tavern License (County)	$500.00
☐ Vintners Restaurant License (City)	$750.00
☐ Vintners Restaurant License (County)	$750.00

Questions? Visit: *www.colorado.gov/enforcement/liquor* **for more information**

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	**Total**
			$

DR 8404 (11/02/18)

Name	Type of License	Account Number
The Wooden Spoon LLC dba The Wooden Spoon	Tavern	03-06079

21. Campus Liquor Complex applicants answer the following:

(a) Is the applicant an institution of higher education? Yes ☐ No ☒

(b) Is the applicant a person who contracts with the institution of higher education to provide food services? Yes ☐ No ☐
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

22. For all on-premises applicants.
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application
- DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
Haver	Fletcher

23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. ☐ ☒

24. Related Facility - Campus Liquor Complex applicants answer the following: Yes ☐ No ☒
a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
Haver	Fletcher

25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? ☐ ☒
If yes, provide an explanation and include copies of any payment agreements.

26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members.** In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Fletcher Haver	200 Anderson Dr Crested Butte CO 81224	9-20-84	Owner	100%
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Name	Type of License	Account Number
Fletcher Haver	Tavern	

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
	Fletcher Haver Owner	10/1/21

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

DR 8404 (11/02/18)

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- [X] Fingerprinted
- [ ] Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- [X] Date of inspection or anticipated date 12-2-2021
- [ ] Will conduct inspection upon approval of state licensing authority

	Yes	No
[ ] Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	[ ]	[X]
[ ] Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	[ ]	[X]
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
[ ] Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	[ ]	[X]

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number		
Gunnison County	970-641-7641	[ ] Town, City [X] County	
Signature	**Print**	**Title**	**Date**
Kathy Semillion	Kathy Simillion	County Clerk	11-17-2021
Signature	**Print**	**Title**	**Date**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License; Harmels Operations LLC d

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, Gunnison County Clerk

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Liquor license transfer for Harmels Operations LLC.

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/21/2021

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-15394

to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

HARMELS OPERATIONS LLC DBA HARMELS RANCH RESORT
6748 COUNTY ROAD 444
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 10.28.2021 – 10.28.2022

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 11-17-2021

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

HARMELS OPERATIONS LLC
dba HARMELS RANCH RESORT
6748 COUNTY ROAD 744
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-15394	**October 28, 2022**
License Type: **HOTEL & RESTAURANT (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 10/29/2021 AJM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8404 (01/22/20)

Name	Type of License	Account Number
Harmels Restaurations LLC Harmels Rent		03-153914

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
	David H Reynolds, Mgr	8-11-21

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
8-11-2021	9-21-2021

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- [X] Fingerprinted
- [ ] Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- [X] Date of inspection or anticipated date 8-26-2021
- [ ] Will conduct inspection upon approval of state licensing authority

	Yes	No
[ ] Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	[ ]	[X]
[ ] Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	[ ]	[X] N/A
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
[ ] Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	[ ]	[ ]

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	
Gunnison County	970-641-7641	[ ] Town, City [X] County

Signature	Print	Title	Date
	Roland Mason	Acting Vice Chair	9/21/21
Kathy Simillion	Kathy Simillion	County Clerk	9-21-21

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

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

FERMENTED MALT BEVERAGE

ALCOHOL BEVERAGE LICENSE #04-01630
to sell/Malt Liquor for off premises
consumption in the County of Gunnison, Colorado.

HARMELS OPERATION LLC DBA HARMELS RANCH RESORT
6748 COUNTY ROAD 744
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 11.15.21 – 11.15.2022

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 11-17-2021

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

HARMELS OPERATIONS LLC
dba HARMELS RANCH RESORT
6748 COUNTY ROAD 744
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
04-01630	**November 15, 2022**
License Type: **FERMENTED MALT BEVERAGE OFF (COUNTY)**	
Authorized Beverages: **FERMENTED MALT BEVERAGE**	

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. 11/16/2021 AJM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name	Home Address, City & State	Date of Birth	Position	% Owned
David H Reynolds	17830 Hanson Rd, Cedaredge, CO	12/14/68	Member	50
Terri D Reynolds	17830 Hanson Rd, Cedaredge, CO	06/09/70	Member	50

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
	David H Reynolds, Manager-Member	08/31/21

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
8-11-2021	

Each person required to file DR 8404-I has been:

☒ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

☒ Date of Inspection or Anticipated Date 8-26-2021

☐ Upon approval of state licensing authority

☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

☐ New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for		Telephone Number	
Gunnison County		970 641-7641	☐ Town, City ☒ County
Signature	**Printed Name**	**Title**	**Date**
[signature]	David Mason	Acting Vice Chair	9/21/21
Signature (attest)	**Printed Name**	**Title**	**Date**
[signature]	Kathy Simelton	County Clerk	9-21-21

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Budget Action: 1.Resolution; Amending the Gunniso

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Amendment to the 2021 Budget for: 1) County and 2) Marketing District, and 3) Housing Authority

Fiscal Impact:

Submitted by: Juan Guerra **Submitter's Email Address:** jguerra@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 6

Agenda Date: 12/21/2021

Revised April 2015

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2021-__

A RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2021 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for the Gunnison County Housing Authority for fiscal year 2021 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. Gunnison County Housing Fund. The revenues are increased in the amount of $84,240 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $73,820 as detailed by account number on Appendix A attached

may be deemed necessary to defray the expenses and liabilities of the Gunnison County Housing Authority, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2020-001 and 2020-002 respectively - for the Gunnison County Housing Authority for the fiscal year beginning January 1, 2021 and ending December 31, 2021; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 21st day of December 2021.

GUNNISON COUNTY HOUSING AUTHORITY

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Elizabeth Smith, Commissioner

Attest:

_____
Deputy County Clerk

Gunnison County Regional Housing Authority
2021 Budget Amendment Details
New, not previously reviewed by County Manager
To Be Approved 12/21/2021

Org	Org	Object	Project	Description	2021 Original Budget	2021 Revised Budget	2021 Projected Ending	Amendment Needed	(Revenue)/ Expense
Housing Authority Fund									
Elk Valley E	70741061	44913		Rent	$ -	$ -	$ (13,000)	$ (13,000)	
Elk Valley E	70741062	44913		Rent	$ -	$ -	$ (15,300)	$ (15,300)	
Elk Valley E	70741063	44913		Rent	$ -	$ -	$ (15,600)	$ (15,600)	
Elk Valley E	70741064	44913		Rent	$ -	$ -	$ (15,600)	$ (15,600)	
Elk Valley E	70741071	44913		Rent	$ -	$ -	$ (15,600)	$ (15,600)	
Elk Valley E	70741072	44913		Rent	$ -	$ -	$ (15,600)	$ (15,600)	
Elk Valley E	70741073	44913		Rent	$ -	$ -	$ (15,600)	$ (15,600)	
Elk Valley E	70741062	44918		Rent-Waiver	$ -	$ -	$ 15,600	$ 22,060	$ (84,240)
Developme	70741030	56120		Operating Supplies	$ -	$ -	$ 610	$ 910	
Developme	70741020	57210		Repair & Maint - Building	$ -	$ -	$ 4,000	$ 4,000	
Elk Valley E	70741061	57324		Contracted Services	$ -	$ -	$ 1,040	$ 4,600	
Elk Valley E	70741063	57324		Contracted Services	$ -	$ -	$ 3,120	$ 6,670	
Elk Valley E	70741064	57324		Contracted Services	$ -	$ -	$ 3,120	$ 6,670	
Elk Valley E	70741071	57324		Contracted Services	$ -	$ -	$ 3,120	$ 6,670	
Elk Valley E	70741072	57324		Contracted Services	$ -	$ -	$ 3,120	$ 6,670	
Elk Valley E	70741073	57324		Contracted Services	$ -	$ -	$ 3,120	$ 6,670	
Operationa	70737000	57353		Treasurer's Fees	$ 150	$ 150	$ 9,000	$ 4,000	
Developme	70741050	57430		Dues & Memberships	$ 700	$ 700	$ 2,740	$ 2,040	$ 48,900
								NET	$ (35,340)
Mountain View Fund									
Mountain V	71740010	57245		Maintenance Contracts	$ 2,400	$ 2,400	$ 18,000	$ 19,220	
Mountain V	71740010	59024		Surplus Cash to Owner	$ 10,000	$ 10,000	$ 15,700	$ 5,700	$ 24,920
								NET	$ 24,920

Net Revenues		$ (84,240)
Net Expenditures		$ 73,820
	Total	$ (10,420)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Budget Action: 1.Resolution; Amending the Gunniso

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Amendment to the 2021 Budget for: 1) County and 2) Marketing District, and 3) Housing Authority

Fiscal Impact:

Submitted by: Juan Guerra **Submitter's Email Address:** jguerra@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 6

Agenda Date: 12/21/2021

Revised April 2015

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2021-__

A RESOLUTION AMENDING THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET FOR FISCAL YEAR 2021 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for the Gunnison River valley Local Marketing District for fiscal year 2021 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. Local Marketing District Fund. The expenditures are increased in the amount of $350,000 as detailed by account number on Appendix A attached.

may be deemed necessary to defray the expenses and liabilities of the Gunnison River Valley Local Marketing District, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2020-001 and 2020-002 respectively - for the Gunnison County Local Marketing District for the fiscal year beginning January 1, 2021 and ending December 31, 2021; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 21st day of December 2021.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Elizabeth Smith, Commissioner

Attest:

_____
Deputy County Clerk

Gunnison County
2021 Budget Amendment Details
Previously reviewed by County Manager
To Be Approved 12/21/2021

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL
91810000	57329		Inc TAPP strat marketing prog	BJE 383	350,000.00		
			LOCAL MARKETING DISTRICT FUND EXPENDITURES		**350,000.00**	-	**350,000.00**
			GRAND TOTAL		**350,000.00**	-	**350,000.00**

Gunnison County Board of County Commissioners Calendar
(Two or more commissioners may be in attendance.)

December 21, 2021 – January 21, 2022

As of 12/17/2021

Board of County Commissioners

1. **BOCC Regular Meeting**
   December 21, 2021, All Day @ BOCC Boardroom
   More Details

2. **Commissioner Smith Out of Office**
   December 21, 2021, All Day @ BOCC Boardroom
   More Details

3. **BOCC Work Session (CANCELED)**
   December 28, 2021, All Day @ BOCC Boardroom
   More Details

4. **BOCC Regular Meeting**
   January 4, 2021, All Day @ BOCC Boardroom
   More Details

5. **BOCC Work Session**
   January 11, 2021, All Day @ BOCC Boardroom
   More Details

6. **BOCC Regular Meeting**
   January 18, 2021, All Day @ BOCC Boardroom
   More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   December 21, 2021, All Day @ BOCC Board Room
   More Details

Gunnison County Organization

1. **Christmas Eve & Business Day After Christmas Day - Offices Closed**
   December 24, 2021 - December 27, 2021
   More Details

2. **Holiday - New Year's Day (observed) - Offices Closed**
   January 3, 2022, All Day
   More Details

3. **Holiday - Martin Luther King, Jr.'s Birthday - Offices Closed**
   January 17, 2022, All Day
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: October 5, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please find attached a draft of the 10/05 minutes for your review.

Fiscal Impact: n/a

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/16/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/16/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/21/2021

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
October 5, 2021

The October 5, 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 [Remote & In-person]
Liz Smith, Commissioner

Matthew Birnie, County Manager [ABSENT]
Marlene Crosby, Deputy County Manager
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:32 am.

Alcohol Beverage License #05-29384-0002; Crested Butte Nordic Council, dba CBNC Magic Meadows Yurt; 9/15/2021 – 9/15/2022

Alcohol Beverage License #03-10559; Kebler Corner Liquors, LLC dba Kebler Corner Liquors; 10/2/2021 – 10/2/2022

With no questions or concerns from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve each of the two Alcohol Beverage Licenses presented that day. Motion carried unanimously.

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners Regular Meeting to order at 8:33 am.

AGENDA REVIEW: Commissioner Smith wanted to note for the other commissioners that, during the 9:25 am agenda item, Southwestern Colorado Opioid Regional Council Intergovernmental Agreement, they would also be appointing Gunnison County's voting members to this council.

SCHEDULING: Several dates were noted: 1) Commissioner Smith and DCM Marlene Crosby confirmed they would be attending the Mayors & Managers Meeting on October 7th; Chairperson Houck added he would be absent; Commissioner Mason noted that he would also attend if he was feeling well enough by then. 2) DCM Crosby reminded the Board that the first Public Meeting regarding the Brush Creek Intersection would be Thursday October 7th, from 4:30-7:30 pm.

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. Department of Local Affairs Affordable Housing Incentives Grant; Support Possible Code Revisions to the Gunnison County Land Use Resolution; $48,750
2. Grant Agreement; The Colorado Health Foundation; Community-Initiated Solutions in Gunnison, Grant ID #21039; 9/15/2021 – 9/14/2023; $80,000
3. Acknowledgment of County Manager Signature; Gunnison Home Association Request for Grant; Stackable Banquet Chair Replacement at the Gunnison County Fairgrounds; $20,000
4. Grant Acceptance; Rocky Mountain Health Foundation; $16,500
5. Revised Policy 4.3.1; Gunnison County Employee Handbook
6. National Association of County and City Health Officials Grant Application; Adverse Childhood Experiences; $433,174
7. Acknowledgment of County Manager Signature; Letter of Support for City of Gunnison's Rural Economic Development Initiative (REDI) Grant Program Application
8. Grant Acceptance; Daniels Fund; Substance Abuse Prevention Project; Grant ID #R-2107-22949; 10/1/2021 – 9/30/2022; $50,000
9. Grant Application; Colorado Sexual Health Initiative; Community Education and Youth Education in Schools; $24,315.50
10. Opioid Response Settlement Funds Planning Grant; State of Colorado; $20,000
11. Letter of Support; Maroon Bells Snowmass Wilderness Overnight Fee Proposal

COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Chairperson Houck noted that CM Birnie was currently attending the International County Manager's Association (ICMA) Conference, and therefore his report could not be given.

DRAFT

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

1. Grant Application; Colorado Special Highway Committee; Off-System Bridge Program; Bridge Over Slate River on Gothic Road. DCM Marlene Crosby explained that this cycle, they would be applying for the bridge design, noting that estimated total costs would be $312,000 and the County must pay 20% of this amount. She asserted that this amount was included in the budget to come before the Board for approval on October 12th, and that Chairperson Houck would then sign this application when the final packet was put together. With some discussion regarding the likelihood of receiving this grant, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the grant application for the Colorado Special Highway's Off-System Bridge Program and authorize the Chair's signature. Motion carried unanimously.
2. Eagle Ridge Ranch bridge. DCM Crosby stated that she had been working with the president of the Eagle Ridge Ranch Homeowner's Association, who was interested in replacing the bridge over Miller Lane. The HOA had paid for some preliminary engineering, and the HOA also planned to pay for the entire design and engineering, as well as the actual bridge. The County's part would entail installation of the concrete abutments. She wished to let the Board know of this opportunity to replace another older, timber-abutment bridge.
3. Meeting with area surfers and kayakers. DCM Crosby informed the Board that she had met with a group of surfers and kayakers, along with Joellen Fonken and Sonja Chavez of the Upper Gunnison River Water Conservancy District and Rick McLaughlin of McLaughlin Whitewater Design Group. DCM Crosby highlighted that they had evaluated and found that whitewater structure #2 on the Gunnison River was deteriorating just as structure #3 had – it was lifting up because it hadn't been rounded off into the river, and now posed a possible entrapment hazard. If rebuilt, the surfers were promoting the installation of a wave shaper which would adjust to high and low water flows. It was also noted that the wave shaper could be adapted to be a benefit to the rafters and kayakers as well, creating a "green room" safe space. A full scope of work was being generated by Rick McLaughlin, and Sonja Chavez was looking at possible funding sources; DCM Crosby added that she would be including this in the Capital Improvements Plan for upcoming consideration by the Board.
4. Recycling center and a state inspection write-up. DCM Crosby explained to the Board that the County recycling center had recently received a no-cost write-up because they were had not officially registered with the Colorado Department of Public Health & Environment – they needed an official registration number and operations plan. Noting that this had now all been resolved, she added that they had never been informed they needed this in all the years since 1991 that they had been in business, and stated this was a new inspector following up on all points.

THORNTON MEADOWS COVENANT AMENDMENT; LUC-21-00046: Community and Economic Development Administrative Services Manager, Beth Baker, presented this amendment to the Board. Also present was Attorney Jacob With, representing Thornton Meadows. Beth noted that 67% of the Thornton Meadows homeowners' approvals were needed for this amendment, and they had obtained this. Attorney With noted some of the minor changes included square footage changes to the main highway; no time-share for any of the units, and chickens would be allowed, but not roosters. With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Thornton Meadows covenant amendments, LUC-21-00046. Motion carried unanimously.

RESOLUTION; APPROVING THE APPLICATION FOR DOS RIOS VILLAGE TOWNHOMES LUC-20-00015, SIMCO VENTURES, LLC: Community and Economic Development Director Cathie Pagano was present for discussion, along with attorney Jacob With, representing Dos Rios Village Townhomes. Chairperson Houck noted that the Board had previously attended meetings with the Planning Commission which helped to understand this application and process. He then asked CED Director Pagano to add anything needed for the Board's understanding of this project. CED Director Pagano then outlined that she had received last minute, minor revisions to the square footage for the 2 bed/1.5 bath and 3 bed/2 bath units. Attorney With then shared the revisions, with CED Director Pagano suggesting that the wording in the resolution be amended to include "approximately" for the square footages in the first and second paragraphs.

All three commissioners expressed satisfaction with this change, and noted that they had no further questions, as their questions had been answered in the prior joint meetings with the Planning Commission.

Chairperson Houck then **moved** to approve Resolution #2021-25; A Resolution Approving the Application for Dos Rios Village Townhomes, LUC-20-00015, SIMCO Ventures, LLC, with the following edits to the resolution as it presently existed in the Board's packet: 1) in the first "Whereas," it would say "12 townhomes will be 2-bedroom, 1.5 bath at approximately 1,000 square feet, and 12 of the units will be 3-bedroom, 2-bath at approximately 1,200 square feet"; and 2) in the second paragraph, it would say "total aggregate floor area of all the buildings is approximately 27,060 square feet." Commissioner Smith seconded, and the motion carried unanimously.

OPIOID RESPONSE PRESENTATION; COLORADO ATTORNEY GENERAL'S OFFICE: Colorado Attorney General's Legislative Affairs Director, Jefferey Riester, was present via Zoom for discussion and presentation. He explained that during the legislative interim he was working to support Heidi Williams, Director of Opioid Response for the State. Jefferey introduced his presentation to the Board by explaining the Memorandum of Understanding (MOU) crafted to help get the projected opioid settlement of

approximately $200 million to the localities that need it more, adding that the best way to maximize the funding was to sign the MOU, and with local agreement and sign on, the awarded amount would more than double to approximately $450 million. Director Riester presented statistics that claimed over 1,200 persons in Colorado were lost to opioid overdoses in 2020, a figure exacerbated by the COVID pandemic. Additional statistics given were: 70% of heroin users report that they got started with opioids; for those wanting help, there was only a 20-30% facility capacity available to aid in their recovery; in the criminal justice system, jails are being used to treat mental health and opioid addiction – in Alamosa County, around 90% of the jail occupants are addicted to opioids, and one-third of the people who have had an opioid overdose are involved with the criminal justice system in just the last year.

After showing some of the problems with opioid use in Colorado, Director Riester then turned to outlining areas for maximizing outreach effectiveness. Ideas highlighted included use of current infrastructure, increased education, and abatement practices. Five major areas identified for creating equity with local funding were: 1) Treatment (travel accessibility); 2) Recovery (housing); 3) Preventive Education and outreach; 4) Harm reduction (Narcan); and 5) Criminal Justice system (appropriate, trained help while in jail).

Director Riester also briefly outlined the distribution of funds plan as follows: 20% direct to locals, by use of a formula; 60% to regions with governing boards from local governments (plans submitted and approved by a state advisory committee); 10% to build up infrastructure and capacity in hardest hit areas; and 10% toward state-side education outreach and workforce development. A statewide abatement council of 13 would include 6 local government appointees – 2 from the Western Slope, 2 from the I-25 corridor, 2 from the Eastern Plains, plus 6 appointed by the Attorney General who are either experts in the field, or people personally affected by opioid use. The last will be the Attorney General, who will vote only in the event of a tie.

Director Riester also touched on the structure of regional councils, noting there would be voting and non-voting members, with the voting members hopefully being a good balance of law enforcement, county courts, health-care professionals, and advocates to bring the most diverse background and creative input. Non-voting members would be the experts in the related areas who can help develop the plan and have a say in what will actually work. These councils will create 2-years funding plans, and the funds can also be rolled over; there is not a timeline with spending deadlines. Director Riester also informed the Board that their website had very recently come online – coag.gov/opioids – for the latest information and updates. Also, he let the Board know that any questions could be emailed to Heidi.Williams@coag.gov.

After a brief question and answer session with the Board, County Attorney Matthew Hoyt, and Health and Human Services Director Joni Reynolds, Chairperson Houck then thanked Director Jefferey Riester for his presentation, noting that this would be an important collaboration which Gunnison County looked forward to working with his team on, not just for the Gunnison region only, but for the betterment of lives across the State.

SOUTHWESTERN COLORADO OPIOID REGIONAL COUNCIL INTERGOVERNMENTAL AGREEMENT; MONTROSE, DELTA, GUNNISON, SAN MIGUEL, OURAY AND HINSDALE COUNTIES: Commissioner Smith introduced the new Region #14 Council by thanking County Attorney Matt Hoyt (present in the room) for taking the lead in drawing up bylaws. She then let the Board know that the initial representatives from the counties in the region had met and decided that the general guidelines for structure from the State Attorney General's Office were a bit top-heavy for rural policy making. Therefore, their group had voted unanimously for a structure with two voting members from each county, and a larger group of non-voting experts to ensure they had the specialized feedback and perspective essential for making good policy decisions regarding resource distribution. Commissioner Smith also noted that they had been able to submit a grant proposal for obtaining a facilitator, and the next step would be to appoint a board.

CA Matt Hoyt outlined that the bylaws were adapted from bylaws already adopted by Region #19 – Pueblo County area – and that the primary function for their southwest regional council would be to come up with a two-year plan outlining to the State Attorney General's office what programs and services would be provided. He noted that this would require, through the Intergovernmental Agreement, a fiscal agent to shepherd the two-year plan's expenditures. CA Hoyt also suggested the Board might decide that day who their two voting members to the council would be. He highlighted that: 1) they needed to be employees of the participating local government, and 2) they could not be a recipient of any funds (an example given was no private provider), in order to serve as a voting member. He also advised the Board that there were five remaining documents they would need sign before November 5th in order to put the Region in the "pipeline" for receiving any settlement funds. [At this point, Commissioner Mason needed to leave the meeting for a pre-scheduled medical appointment.]

Chairperson Houck, upon recommendation from both Commissioner Smith and Health and Human Services Director Joni Reynolds, then **moved** to authorize the chair's signature on the Southwest Colorado Opioid Regional Council Intergovernmental Agreement with Montrose, Delta, Gunnison, San Miguel, Ouray, and Hinsdale Counties, as presented that morning, and to make Gunnison County appointments of Commissioner Liz Smith and Gunnison County Substance Abuse Prevention Project (GCSAPP) Director Kari Commerford. Commissioner Smith seconded, and the motion carried unanimously.

Unscheduled Citizens:

1. Tracy Leonard, President of the Riverwalk Estates Homeowner's Association – Tracy wanted to recognize the extraordinary efforts of some of the Gunnison County staff in helping the residents of Riverwalk Estates this past summer. He outlined for the Board that Riverwalk had been having

numerous issues with their trail before – trespassing, paintball, camping and campfires, and people had been using the trail as a restroom. However, with the assistance of County Manager Matthew Birnie and Facilities Director John Cattles, the Sustainable Tourism & Outdoor Recreation (STOR) group came out, reoriented where the trail was, and built a beautiful organic trail system. Cameras had been installed along the trail system, and had shown no instances of trespassing since the rebuild. Mr. Leonard wanted to expressly thank Cathie Pagano, Marlene Crosby, John Cattles and the STOR group for all their involvement, adding that they had taken the time to walk the trails with the homeowners, and had been very involved with the entire process.

COMMISSIONER ITEMS:

Commissioner Mason: Commissioner Mason informed the Board earlier that, as he had to leave the meeting early for his appointment, he would give an update at the next regular meeting instead.

Commissioner Smith

1. Community Grand Opening of the Computer Science and Engineering Section of the Paul M. Rady Building at Western Colorado University. Commissioner Smith asserted this was a great achievement and asset to the school, and she further noted that the Tourism and Prosperity Partnership (TAPP) group had some ideas for collaboration. Commissioner Smith invited the Board and those present to pay a visit to the facility and be sure to talk to Jenny Blackstock and others who are part of the project.
2. Wonderland Nature School. Commissioner Smith suggested that the Board tour the updated facility in order to add support for and see the innovations brought to the early childhood education school. She noted that it had been a struggle through the pandemic to get up and running, but it was a much-needed asset for the community.
3. Inside Airbnb webinar. Commissioner Smith stated that she found this webinar on airbnb data very illuminating, and had reached out to the owner of this organization. He had responded saying that he could collaborate for a small fee to help them look at the data of short-term rentals and explore how this is affecting the County's housing crisis.
4. Preview of the draft transition plan report from the Transition Advisory Group, Department of Early Childhood Education. Commissioner Smith informed those present that the report would be coming out Friday, with a statewide listening session to follow in the next week. She stated that there would be two virtual sessions, of which she should be able to attend one, and noted that part of this involved a universal preschool program which allowed 10 hours of free preschool per week per each child before they enter kindergarten. Commissioner Smith asserted that she had been working with the Early Childhood Council on the accessibility, challenges and assets for Gunnison County.
5. Met with John Whitney from Senator Bennett's team. Commissioner Smith wished to discuss possible funding sources and larger-scale help from multiple agencies for the cheat grass mitigation needing to be done as part of the Gunnison Basin Sage-grouse conservation efforts. She added that the Senator's Office has been very receptive, and she was currently composing a letter to the Senator and would soon be bringing the letter to the full Board for their support.

Commissioner Houck

1. Attended Grand Mesa—Uncompahgre, Gunnison (GMUG) National Forest Plan open house online. Chairperson Houck stated he had been meeting regularly with commissioners from San Miguel, Hinsdale, and Ouray Counties to work through the revisions; likewise, he would also work with the Town of Crested Butte, as they were also planning to make comments on the draft revisions. Chairperson Houck outlined that the comments would be due November 11th or 12th, and he planned to have a draft of comments prepared by Friday, October 29th for review, then to bring this before the Board on either the agenda set for November 2nd or 9th.
2. Participated in the Colorado Counties Inc legislation prioritization meetings. Chairperson Houck noted that he would that these meetings were for the 5 legislative items that CCI carried as priorities. He added that, in all likelihood, he would not be able to participate in the meeting to be held on Friday, but would have Commissioner Smith stand in as the designated voting alternate.
3. Met with Sustainable Tourism & Outdoor Recreation (STOR) Committee last Thursday, September 30th. Chairperson Houck highlighted that STOR was wrapping up an incredible amount of projects from the summer, including joint projects among all the partner organizations in the area. He also let the Board know he was loosely participating in the new organization for the Ouray-Ridgway area, which was modeled after the STOR model, and named Ouray Recreation & Conservation Alliance (ORCA), noting that the area they were covering pulled in a small piece of both Hinsdale and Gunnison Counties, near the Owl Creek Pass area.
4. Next week's Western Interstate Region Conference, National Association of Counties (NACo) to be held in Salt Lake City, Utah. Chairperson Houck stated he decided he would attend virtual sessions rather than drive to Salt Lake City.

RECESS: Chairperson Houck recessed the regular meeting at 10:03 am, in order to go into an executive session.

EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4), PERSONNEL MATTERS, AND PURSUANT TO C.R.S. 24-6-402(4)(E)(I), FOR DETERMINING NEGOTIATION POSITIONS RELATIVE TO PERSONNEL MATTERS: Chairperson Houck then **moved** to go into Executive Session, pursuant to C.R.S. § 24-6-402 (4), personnel matters, and pursuant to C.R.S. §24-6-402 (4)(E)(i), for determining negotiation positions relative to personnel matters. Also, 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 Matt Hoyt. Commissioner Smith seconded the motion. It was further noted that Commissioner Mason was back from his appointment and would be included in the Executive Session; additionally, a contemporaneous record of the meeting would be kept. Motion carried unanimously.

The Board went into executive session at 10:06 am. 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)(i) 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 2:13 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 let those present know that no direction or guidance was needed.

ADJOURN: Moved by Commissioner Smith, seconded by Commissioner Mason, to adjourn the Gunnison County Board of County Commissioners Special Meeting. Motion carried unanimously. The meeting was adjourned at 2:14 pm.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

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GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021-25

A RESOLUTION APPROVING THE APPLICATION FOR DOS RIOS VILLAGE TOWNHOMES, LUC-20-00015, SIMCO VENTURES, LLC

WHEREAS, Simco Ventures, LLC, proposes to build six buildings containing four townhomes each for a total of 24 townhomes. Twelve of the townhomes will be 2-bedroom, 1.5 bath at 900 square feet total. Twelve of the units will be 3-bedroom, 2-bath at 1,125 square feet.

The total aggregate floor area of all the buildings is 13,524 square feet. The applicant is considering constructing carports that have not been included in the total floor area, however, are on the site plan.

The subject parcel is at 37764 W. Highway 50, Gunnison. It is west of the City of Gunnison. The parcel is legally described as parcels 1 and 2, Section 10, Township 48 North, Range 1 West, N.M.P.M.

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on June 18, July 23, August 20, and September 3, 2021; and

WHEREAS, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on September 3, 2021 forward to the Board of County Commissioners a Recommendation of approval of that application with certain Findings and Conditions;

NOW, THEREFORE, the Board hereby adopts the Planning Commission's Recommendation, with these Findings:

1. This project is initially classified as a Major Impact and the applicant has demonstrated compliance with the standards of Section 3-111: B.1. and the impact classification has been reduced to Minor Impact.
2. This application is consistent with the standards and requirements of this Resolution.
3. The total disturbance area will be over one acre; therefore, it is anticipated the applicant will need to obtain a Storm Water Discharge Permit from the Colorado Department of Public Health and Environment (CDPHE) as well as a final release or final certification for the project from CDPHE when completed.
4. The proposed development is in Gunnison Sage-grouse and black bear habitat.
5. The proposed density of the development is substantially similar and compatible with the neighborhood.
6. "Dos Rios Village Declaration of Protective Covenants" have been included as part of the application and comply with applicable standards.
7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the Dos Rios Village Townhome application need be conducted by the Board, and further, the Board hereby approves the Dos Rios Village Townhome application for LUC No. 2019-00015 as recommended by the Planning Commission, with the following conditions:

1. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the Gunnison County Land Use Resolution.
2. The applicant shall comply with the conditions for developing within Sage-Grouse Habitat in accordance with a Certificate of Administrative Review (No. 57, Series 2020) recorded in the office of the Gunnison County Clerk and Recorder at Reception No. 666938.
3. Amendment or termination of the protective covenants is subject to approval by Gunnison County.
4. Bear proof trash containers shall be installed at the development in accordance with comments from Colorado Parks and Wildlife.
5. Gunnison County Public Works shall work with the developer during the installation of the deep utilities and connection to the County sewer system to resolve some issues on the south end of the parcel at County expense.
6. The storm water retention shall be engineered to ensure historic flow rates are not exceeded at proposed outfalls. This requirement shall be memorialized in the Development Improvement Agreement that will also require any necessary permits are issued by and released via final approval from CDPHE.
7. A description of the method(s) used to regularly inspect and maintain any proposed storm water retention and detention facilities, if applicable, shall be provided as part of the Development Improvement Agreement.
8. A Development Improvement Agreement shall be executed and funded in compliance with Section 16-118: Development Improvement Agreement Required and shall include the following improvements:
    1) Roadway Plan & Profile, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
    2) Grading, Drainage, & Erosion Control, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.

3) Utility Plan, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
4) A Storm water Discharge permit from the Colorado Department of Public Health and Environment. Storm water retention shall be engineered so that historic flow rates are not exceeded at proposed outfalls.
5) Landscaping Schedule dated March 9, 2021.

9. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
10. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
11. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
12. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

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

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted on this 5th day of October 2021.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

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

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: November 9, 2021 Special Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

For your review, the special meeting minutes for 11/9/2021.

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/21/2021

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
November 9, 2021

The November 9, 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 1:01 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 1:02 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 C.R.S. §24-6-402 (4)(f) and §24-6-402 (4)(e)(I).*

Attorney Statement Regarding Executive Session

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

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 2:58 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, noted that there was no direction to be given from the meeting.

ADJOURN: **Moved** by Commissioner Mason, seconded by Commissioner Smith, to adjourn the Gunnison County Board of Commissioners Special Meeting. Motion carried unanimously. The meeting was adjourned at 2:59 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: November 23, 2021 Special Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

For your review, the 11/23/21 special meeting minutes

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: Discharge Date: 12/16/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/21/2021

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
November 23, 2021

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

Jonathan Houck, Chairperson
Roland Mason, Vice-Chairperson
Liz Smith, Commissioner
Matthew 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 8:31 am.

TREASURER'S REPORT: County Treasurer Debbie Dunbar was not present for discussion; however, she had sent advance notice to the Board the week before, so that any questions might be asked and answered before she was away.

With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to accept the Treasurer's Report and authorize the Chair's signature. Motion carried unanimously.

VOUCHERS AND TRANSFERS: Chief Financial Officer Juan Guerra was present to answer any questions the Board might have.

1. November 2021 Accounts Payable Report. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the vouchers in the amount of $3,047,611.17. Motion carried unanimously.
2. September 2021 Purchase Card Report.
3. October 2021 Cash Transfer Report. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the cash transfer in the amount of $7,166,098.52. Motion carried unanimously.
4. Sales Tax - LMD Reports. The Board noted that there were still strong revenues into November.

LOT CLUSTER AGREEMENT AND DECLARATION; DANIEL PAUL BROMAN; LUC #21-00002: Community and Economic Development Administrative Services Manager, Beth Baker, was present for discussion. She introduced the lot agreement by explaining that the street and alley vacation had been approved Tuesday 11/16/2021, dependent on approval of the lot cluster. The lender that has a lien on the property had agreed to the lot cluster, and the County Attorney's Office had worked with Public Works for their approval. She noted that the main lot was clustered a couple of years ago, so this group of lots contained several smaller lots that would be added to that main lot, along with the street and alley vacation.

With no questions from the Board, it was **moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Lot Cluster Agreement and Declaration for Daniel Paul Broman, LUC #21-00002, and to authorize the full Board's signatures. Motion carried unanimously.

ADJOURN: **Moved** by Chairperson Houck, seconded by Commissioner Smith, to adjourn the Gunnison County Board of County Commissioners Special Meeting. Motion carried unanimously. The meeting was adjourned at 8:39 am.

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_____
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: December 7, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The draft 12/7/2021 BOCC Minutes are attached for consideration.

Fiscal Impact: N/A

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/16/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/16/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/21/2021

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
December 7, 2021

The December 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
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the meeting to order at 3:01 pm.

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

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Gunnison County Attorney Employment Agreement; Matthew Rhodes Hoyt
2. Acknowledgment of County Manager Signature; Gunnison County Employment Agreement; IT Director; Chris Lindner
3. Acknowledgment of County Manager Signature; Memorandum of Understanding between the Shiloh House and Gunnison County; 12/1/2021-12/1/2022
4. Acknowledgment of County Manager Signature; Contractor Agreement; Mountain Tree Scapes; 11/13/2021-11/30/2021; $2,885
5. Consultant Agreement; Charlier Associates, Inc.; 6/18/2021-12/31/2022; $15,300
6. Designated Agent's Delegation of Project Management Duties; Colorado Division of Homeland Security & Emergency Management; West Region Wildfire Council
7. Resolution; Repealing Resolution No: 08-36 and Adopting the 2021 Gunnison County, Colorado Emergency Operations Plan
8. Contractor Agreement; Safe Ride of Gunnison, Inc.; 1/1/2021-12/31/2021; $4,000

COUNTY MANAGER'S REPORTS:

1. Library Project Update. CM Birnie informed the Board that the project is coming along well. The roof is on and the facility is closed in for the winter. Framing is almost completed inside, and window areas are covered.
2. Airport Project Update. CM Birnie informed the Board that the team is pushing to transition from tent usage to using the facility. Security screening is now in the newly constructed area. The hold room is being utilized, and travelers are able to board from there. Roofing has begun.

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

Commissioner Mason:

1. CB Town Council Meeting. Commissioner Mason informed the Board that he attended last night's meeting remotely. During the meeting, he provided a summary of the County's capital projects for 2022, nine of which will impact the north end of the valley.
2. Region 10. Commissioner Mason attended a Region 10 meeting last week. Region 10 will be hiring a new Small Business Resource Center employee who will office in Gunnison. Broadband was discussed at length, including grant application plans and awards.

Commissioner Smith:

1. Division of Taxation Hearing. Commissioner Smith informed the Board that she testified at this hearing last week. There were no other testifiers during the hearing.

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

1. Request for Road Maintenance; Que Qua Home Association; Curecanti Drive. Resident Rob Santilli was present for discussion. DCM Crosby explained that the request was for asphalt maintenance, that the road is currently being plowed privately, and that three different HOAs are involved. She recommended BOCC acceptance. She also asked to work with the County Attorney's Office on a resolution to accept this road for maintenance or dedication. She has the associated property plats, which will need to be reviewed by the County Attorney's Office to determine ownership. The Board agreed to move forward with the County Attorney's Office conducting a threshold review of the submitted plats to determine if they reveal whether the road is public, or whether additional title research is necessary, the burden of which should be placed on the residents.
2. Whitewater Park Improvements Proposal. DCM Crosby explained that structure #3 was damaged, and that it was rebuilt with assistance from a GOCO grant. She hoped to have structure #2 evaluated last year, but teams were not traveling during the pandemic, so it was not evaluated

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until this year. As suspected, there is erosion damage under the structure, though the level of damage does not present a safety hazard at this time. She is taking input from surfers and would like to evaluate the part for the possibility of adding a wave shaper. She requested signature on the McLaughlin Whitewater Design Group proposal so that the design process can begin. **Moved** by Commissioner Houck, seconded by Commissioner Mason to approve the expenditure of up to $60,000 for the whitewater park improvement proposal for engineering and upfront evaluation costs. Motion carried unanimously.

3. Intergovernmental Agreement for Winter Road Maintenance; Town of Marble. DCM Crosby noted that the Town of Marble will reimburse the County for fuel costs. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Intergovernmental Agreement for Winter Road Maintenance with the Town of Marble and authorize the Chairperson's signature. Motion carried unanimously. The County Attorney recommended that the Board should consider an insurance requirement in this or future such agreements.
4. Contractor Agreement; SG Interests I, Ltd; 12/7/2021-7/1/2022; Plowing on CR #265. DCM Crosby noted that SG Interests would not agree to the indemnity language that County Attorney Matt Hoyt recommended to include in the contract. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Contractor Agreement with SG Interests I, Ltd. For plowing on County Road #265 and authorize the Chairperson's signature. Motion carried unanimously.
5. Amendment to Intergovernmental Agreement for Winter Road Maintenance; Town of Pitkin. DCM Crosby stated that the Agreement was scheduled for signature by the Town next week. CA Hoyt recommended that any motion be contingent upon ministerial correction of some of the contract language. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Amendment to Intergovernmental Agreement for Winter Road Maintenance with the Town of Pitkin, contingent on the ministerial issue that the County Attorney wishes to address, then authorize the Chairperson's signature and the use of the Chairperson's signature stamp on the final document once it is ready. Motion carried unanimously.

RESOLUTIONS; 2022 WATER, SEWER AND LANDFILL RATES: DCM Crosby was present for discussion. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the following resolutions.

1. Resolution #2021-29, a Resolution Amending Certain Charges and Fees for Integrated Solid Waste Services Effective January1, 2022; This Resolution Supersedes Resolution 19-19.
2. Resolution #2021-30, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Tomichi Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-32.
3. Resolution #2021-31, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Antelope Hills Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-33.
4. Resolution #2021-32, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the North Gunnison Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-34.
5. Resolution #2021-33, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Somerset Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-35.
6. Resolution #2021-34, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Dos Rios Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-36.
7. Resolution #2021-35, a Resolution Establishing the Schedule of Fees and Rates for Water Service within the Antelope Hills Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-37.
8. Resolution #2021-36, a Resolution Establishing the Schedule of Fees and Rates for Water Service within the Dos Rios Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-38.

The fees and associated schedules are all attached in the packet and we will be authorizing the full board signature on the documents. Motion carried unanimously.

LAND-RELATED REQUESTS:

1. Boundary Line Adjustment; Land Use Change #21-00052; Louis and Jodee Costello. Administrative Services Manager Beth Baker and property owner Louis Costello were present for discussion. ASM Baker explained that this change will result in two lots of at least one-acre in size. She also noted that this request followed the standard process and the documentation for approval is within the guidelines of how the County processes these types of requests. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Boundary Line Adjustment for LUC #21-00052 and authorize the Chairperson's signature on the plat. Motion carried unanimously.
2. Resolution Approving Wattles Rockey River Subdivision Located at Resort Parcel in Rockey River Estates Subdivision and Legally Described in Attached Exhibit A, 4359 County Road 10, Gunnison Colorado, LUC-20-00002. Planner II Rachel Sabbato was present for discussion, along with Dani and Rob Wattles. Planner II Sabbato indicated that hearings occurred, as required by the Land Use Resolution, and that no addition comments were received after the hearings concluded.

Moved by Commissioner Smith, seconded by Commissioner Mason to approve Resolution #2021-37, a Resolution Approving Wattles Rockey River Subdivision and authorize the Chairperson's signature on the plat. Motion carried unanimously.

GUNNISON COUNTY, COLORADO LICENSING REQUIREMENTS FOR BUILDING CONTRACTORS: Community and Economic Development Director Cathie Pagano was present for discussion, along with the majority of her department's staff.

Building/Environmental Health Official Crystal Lambert stated that staff had been working with the County Attorney's Office to design a program and that the proposal was aligned with the building code and statutes. Over 80% of survey respondents were in favor of the proposal. The licensing exam for contractors will be open book, and it can be taken online or in person. The Board suggested that, when this program is rolled out, license terms are explained clearly to applicants so they know when to renew.

CEDD Pagano noted that there was question related to whether or not the County could revoke a license if a contractor violates the Land Use Resolution. However, CA Hoyt explained that, while it would not be lawful to do so, there may be other tools available. He also stated that this licensure offers protection for consumers.

The licensing requirements will be scheduled for adoption by resolution in the near future.

COMMISSIONER ITEMS (continued): This discussion resumed earlier than scheduled due to a gap in the meeting.

Commissioner Mason:

1. Broadband. Commissioner Mason informed the Board that work is also being done to get a route to Pitkin.
2. Helicopters Disruption on Mt. Crested Butte. Commissioner Mason informed the Board that he is working with others to find out who was operating the helicopter and what they were doing. The aircraft landed while the ski resort was open, so the assumption is that the craft belongs to the military.

Commissioner Smith:

3. Southwest Colorado Regional Council. Commissioner Smith stated that non-voting members have been appointed, and tie-breakers will be handled during the next meeting. There is good representation from the county, and a facilitator will be utilized to meld programs. She will provide some outreach to the Towns in the coming weeks. A full-day retreat with the facilitator will be scheduled to take place in early 2022.
4. Sage-grouse Technical Committee. Commissioner Smith stated that the Committee met yesterday to discuss basin-wide efforts related to cheatgrass mitigation. The Committee hopes to secure a facilitator that will remain for 2-3 years, to provide consistency. Letters of support, including financial commitments are expected to be received. Commissioner Smith will follow up with Commissioner Houck to discuss the issue of FDA-approved herbicides that are thought to be better for the environment, but aren't approved for Bureau of Land Management use.
5. Mobile Home Park Act. Commissioner Smith is continuing discussions with representatives. She has seen the first draft of the Bill. CEDD Pagano will provide contact information for a graduate student working on this issue.

Commissioner Houck:

1. Colorado Counties, Inc. Winter Conference. Commissioner Houck stated that all three commissioners attend last week. Tracking of funding sources and programs was discussed, as was County lodging taxes.
2. Elected Official Dinner. Commissioner Houck stated that he attended the dinner last week, and that he thought it went well.

EXECUTIVE SESSION, PURSUANT TO C.R.S. §24-6-402(4)(B), CONFERENCES WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO MODIFICATIONS TO WATER QUALITY STANDARDS IMPLICATING WATER SOURCES IN AND AROUND GUNNISON COUNTY: County Attorney Matt Hoyt was present for discussion. **Moved** by Commissioner Houck, seconded by Commissioner Smith to enter into executive session, pursuant to C.R.S. §24-6-402(4)(b), conferences with the county attorney or deputy county attorney for Gunnison County for the purpose of receiving legal advice related to modifications to water quality standards implicating water sources in and around Gunnison County, participants will include the County Attorney, the full Board of County Commissioners, our Community and Economic Development Director and our County Manager. Motion carried unanimously.

The board went into executive session at 4:26 pm. 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 C.R.S. 24-6-402(4)(b).

Attorney Statement Regarding Executive Session

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

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

The Board came out of executive session at 4:41 pm. **Moved** by Commissioner Houck, seconded by Commissioner Smith to come out of executive session, we stayed on topic, the participants were consistent with those read into the record. Motion carried unanimously. The Board asked CA Hoyt to continue working the issues with Commissioner Mason being the point commissioner.

EXECUTIVE SESSION, PURSUANT TO C.R.S. 24-6-402(4)(E)(I), FOR DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS RELATED TO THE MT. EMMONS/RED LADY MINE, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS, AND PURSUANT TO C.R.S. 24-6-402(4)(B) CONFERENCES WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO THE MT. EMMONS/RED LADY MINE: **Moved** by Commissioner Houck, seconded by Commissioner Mason to go into executive session pursuant to C.R.S. 24-6-402(4)(e)(i), for determining positions relative to matters that may be subject to negotiations related to the Mt. Emmons/Red Lady Mine, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady Mine; the participants will include the full Board of County Commissioners, the County Manager, the Community Development Director and Deputy County Manager Marlene Crosby. Motion carried unanimously.

The board went into executive session at 4:43 pm. 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 C.R.S. 24-6-402(4)(e)(i) and to C.R.S. 24-6-402(4)(b).

Attorney Statement Regarding Executive Session

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

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

The Board came out of executive session at 5:21 pm. **Moved** by Commissioner Houck, seconded by Commissioner Mason to come out executive session, the executive session stayed on task, the participants were those read into the record, and that Commissioner Smith left a moment ago, but that she was here for the entirety of the executive session. Motion carried unanimously.

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

BREAK: The meeting recessed from 5:23 until 5:30 pm for a short break and then from 5:30 until 5:41 pm in order to hold the below public hearing.

PUBLIC HEARING; PROPOSED 2022 GUNNISON COUNTY BUDGET: Chief Financial Officer Juan Guerra was present for discussion.

Chairperson Houck opened the Public Hearing at 5:30 pm. He thanked the Finance staff for their work to prepare the budget. He noted that numerous work sessions were held over the past couple of months to answer questions and work through all changes, so this opportunity would be for the public to offer comments and suggestions. The budget will be adopted on 12/14/2021, ahead of the 12/15/2021 deadline.

CFO Guerra thanked the Board, all directors and his team. CM Birnie also thanked staff, as well as CFO Guerra for his leadership.

CFO Guerra provided a budget summary, and he stated that transparency efforts are being continued in that this third draft of the budget document is available on the County website for public consumption. He also noted that the Capital Improvements Plan (CIP), which historically was adopted prior to the budget, will be adopted with the budget on 12/14/2021 to ensure that the first year of the CIP is fully funded.

Chairperson Houck closed the Public Hearing at 5:41 pm and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

ADJOURN: **Moved** by Commissioner Smith, seconded by Commissioner Mason to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 5:41 pm.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2021-28

A RESOLUTION REPEALING RESOLUTION NO: 08-36 AND ADOPTING THE 2021 GUNNISON COUNTY, COLORADO EMERGENCY OPERATIONS PLAN

WHEREAS, in the best interest of public health, safety and welfare of the citizens and visitors of Gunnison County, Colorado, the Board of County Commissioners of the County of Gunnison, Colorado

DRAFT

("Board") adopted an emergency operations plan through Resolution No: 2017-22, A Resolution Adopting the Gunnison County Emergency Operations Plan; and

WHEREAS, in order to address current operations, the emergency operations plan adopted in 2017 has been amended and updated and a new emergency operations plan has been drafted which is titled: Gunnison County, Colorado Emergency Operations Plan, dated Sept 17, 2021 ("2021 Emergency Operations Plan"); and

WHEREAS, the 2021 Emergency Operations Plan provides general guidelines and principles for managing and coordinating the overall response and recovery activities before, during and after major emergencies and disasters that affect unincorporated areas of Gunnison County, including incorporated areas of Gunnison County which have agreements with and/or rely on Gunnison County for the provision of emergency management assistance; and

WHEREAS, the 2021 Emergency Operations Plan also provides clarification and guidance on the National Incident Management System, concept of operations, designated roles and responsibilities, continuity of government and plan maintenance, training and exercises; and

WHEREAS, to more specifically address emergency support functions and operations, define types of disasters and the appropriate response procedures, and to identify other emergency support resources, there are annexes attached and incorporated within the 2021 Emergency Operations Plan. The annexes will be amended at times in order to reflect changes in information, procedure and techniques; and

WHEREAS, the personnel, departments, agencies and other entities that have designated roles and responsibilities identified in the 2021 Emergency Operations Plan have accepted or, it is reasonable to anticipate, will accept said roles and responsibilities in Section 8 of the 2021 Emergency Operations Plan titled Designated Roles & Responsibilities; and

WHEREAS, the 2021 Emergency Operations Plan, would be implemented in conjunction with Resolution 2008-15, A Resolution Establishing Gunnison County Emergency and Disaster Management and Procedures which has been recently amended through Resolution No: 2020-11, A Resolution Amending Gunnison County Emergency and Disaster Management and Procedures; and

WHEREAS, the Board has reviewed the 2021 Emergency Operations Plan and believes that it is a crucial and necessary guidance tool for emergency management and it is in the best interest of public health, safety and welfare of the citizens of Gunnison County, Colorado that is be utilized.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that Resolution No: 2017-22, A Resolution Adopting the Gunnison County Emergency Operations Plan shall be and hereby is repealed and the "Gunnison County, Colorado Emergency Operations Plan", dated September 17, 2021, with incorporated annexes as they may be amended, shall be and hereby is adopted as the primary guidance tool for emergency management for Gunnison County, Colorado as of the date of execution of this resolution.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 7th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes; Mason – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21-29

A RESOLUTION AMENDING CERTAIN CHARGES AND FEES FOR INTEGRATED SOLID WASTE SERVICES
EFFECTIVE JANUARY 1, 2022
THIS RESOLUTION SUPERSEDES RESOLUTION 19-19

WHEREAS, the Gunnison County Landfill, also known as the Six Mile Lane Landfill ("Landfill") was established pursuant to Resolution No. 18, Series 1985; and

WHEREAS, the Solid Waste Fund is operated and funded through charges and fees for services at the Landfill site and sales of materials at the Gunnison County Recycling Center located at 195 Basin Park Drive; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado, wants to adjust the charges and fees for the Landfill to better fund that operation and make it self supporting; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of a County administered recycling program; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of future closure and post-closure of the Landfill site; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of future Landfill expansion construction costs of the Landfill site; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting costs associated with sage grouse mitigation; and

WHEREAS, a solid waste user fee shall be imposed in addition to all charges and fees specified herewith pursuant to Colorado Revised Statutes 25-16-104.5;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following charges and fees are hereby established, to be effective January l, 2022:

Fee Distribution Rates per Unit

CHARGE	Recycling	Closure	Construction	Sage Grouse	State Fees	Landfill	TOTAL	
Compacted	16.36	2.79	10.38	3.75	1.17	21.55	$ 56.00	/t
Clean Wood	16.36	2.79	10.38	3.75	-	22.72	$ 56.00	/t
Concrete <12" Diam.	16.36	2.79	10.38	3.75	-	22.72	$ 56.00	/t
Concrete >12" Diam.	16.19	2.76	10.27	3.75	-	46.03	$ 79.00	/t
Ground Constr. Debris	16.36	2.79	10.38	3.75	1.17	21.55	$ 56.00	/t
Loose	16.36	2.79	10.38	3.75	1.17	42.56	$ 77.00	/t
Tires-Passenger	2.33	0.39	1.43	0.35	-	7.50	$ 12.00	/ea
Tires-Passenger w/rim	3.31	0.55	2.02	0.53	-	10.59	$ 17.00	/ea
Tires-Truck	3.31	0.55	2.02	0.84	-	10.28	$ 17.00	/ea
Tires-Truck w/rim	6.83	1.14	4.17	1.68	-	21.18	$ 35.00	/ea
Tires-Loader	6.83	1.14	4.17	1.40	-	21.46	$ 35.00	/ea
Tires-Loader w/rim	13.44	2.24	8.21	2.80	-	42.31	$ 69.00	/ea
Tire Rim	0.54	-	-	-	-	2.46	$ 3.00	/ea
Tire Rim w/tire	2.70	-	-	-	-	12.30	$ 15.00	/ea
Mattress or Box Spring	-	-	-	-	-	29.00	$ 29.00	/ea
Biosolids	16.20	2.76	10.27	3.75	1.17	44.84	$ 79.00	/t
Appliance	2.52	-	-	-	-	11.48	$ 14.00	/ea
Refrigerator/Freezer	5.22	-	-	-	-	23.78	$ 29.00	/ea
Special Waste	-	2.76	10.27	3.75	1.17	17.05	$ 35.00	/t
Beneficial Use	-	-	-	-	-	28.00	$ 28.00	/t
Asbestos	16.16	2.76	10.27	3.75	1.17	253.90	$ 288.00	/t
Administration Fee	-	-	-	-	-	207.00	$ 207.00	
Minimum Charge	-	-	-	-	-	14.00	$ 14.00	
Untarped Load Penalty	-	-	-	-	-	138.00	$ 138.00	

Fee Distribution Rates per Unit

CHARGE	Recycling	Closure	Construction	Sage Grouse	State Fees	Landfill	TOTAL
Weight Slip	-	-	-	-	-	12.00	$ 12.00
Failed Inspection	-	-	-	-	-	69.00	$ 69.00
Ticket Copies	-	-	-	-	-	7.00	$ 7.00

BE IT FURTHER RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that, in the event of impairment of the scale, the following charges and fees are hereby established:

Fee Distribution Rates per Unit

CHARGE	Recycling	Closure	Construction	Sage Grouse	State Fees	Landfill	TOTAL	
Compacted	6.14	1.04	3.90	1.38	0.35	8.19	$ 21.00	/yd
Clean Wood	4.97	0.85	3.15	1.10	-	6.93	$ 17.00	/yd
Concrete <12" Diam.	10.23	1.75	6.49	2.30	-	14.23	$ 35.00	/yd
Concrete >12" Diam.	26.52	4.53	16.81	6.14	-	50.00	$ 104.00	/yd
Ground Constr.Debris	6.14	1.04	3.90	1.38	0.35	8.19	$ 21.00	/yd
Loose	4.49	0.77	2.85	1.01	0.35	11.53	$ 21.00	/yd
Biosolids	8.40	1.43	5.33	1.97	0.35	23.52	$ 41.00	/yd
Special Waste	-	1.68	6.23	2.25	0.35	10.49	$ 21.00	/yd
Beneficial Use	-	-	-	-	-	21.00	$ 21.00	/yd
Asbestos	3.88	0.66	2.45	0.90	0.35	60.76	$ 69.00	/yd

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

1. Local Tires and Asbestos. Tires and Asbestos will not be accepted from sources outside Gunnison or Hinsdale County.
2. Administration Fee. The Administration Fee shall be collected once per year per type of single source waste that requires a special waste characterization.

BE IT FURTHER RESOLVED that the above fees amend and supersede any previous conflicting fees and shall remain in full force and effect until changed by resolution of the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 7th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21-30

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE TOMICHI DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

DRAFT

THIS RESOLUTION SUPERSEDES RESOLUTION 19-32

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, tap fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Tomichi Division; and

WHEREAS, Gunnison County must upgrade and maintain the connection lines within the Tomichi Division; and

WHEREAS, the Tomichi Division currently serves a single customer; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The customer currently served by the Tomichi Division will pay actual costs of operation and maintenance of the Tomichi Division. Payments will be made on a reimbursement basis, billed by the end the month following each calendar quarter. Amounts due will be considered past due if unpaid by the end of the calendar quarter following the then current calendar quarter. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.
2. Tap Connection Fee. There is a fee for sewer service tap connection within the Tomichi Division for each connection based on Appendix A attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.
3. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.
4. Minimum Charges. The user connected to the system shall pay the actual costs four quarters per year whether or not the property is occupied or the sewer system is used.
5. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.
6. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 7th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

APPENDIX A
GUNNISON COUNTY, COLORADO
TOMICHI DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES - TAP CONNECTION FEE

	WATER
SUPPLY SIZE	FEE
0.75	$ 5,500.00
1.00	$ 9,500.00
1.50	$ 20,500.00
2.00	$ 35,500.00
3.00	$ 70,500.00
4.00	$ 120,500.00
6.00	$ 240,500.00

NOTE: Water supply size is measured by inches

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21-31

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT
THIS RESOLUTION SUPERSEDES RESOLUTION 19-33

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, tap fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Antelope Hills Division; and

WHEREAS, Gunnison County must upgrade and maintain the connection lines within the Antelope Hills Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.
2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.
3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.
4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Antelope Hills Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.
5. Tap Connection Fee. There is a fee for sewer service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.
6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.
7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.
8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.
9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the tap fee for that parcel has been paid in full as set forth above.
10. Additional Inspection Fee. The first inspection of the sewer service line is included with the tap connection fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.
11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County

DRAFT

Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 7th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

APPENDIX A
GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES – SEWER

	QRTLY BASE RATE		
RESIDENTIAL	$143.70 per quarter		
COMMERCIAL	$143.70 per quarter	X factor	X # of factor units
VACANT LOT	$48.00 per quarter		
ADD'L INSPECTION FEE	$50.00 per additional inspection		

APPENDIX B
GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES - SEWER TAP CONNECTION FEE

WATER SUPPLY SIZE	FEE
0.75	$5,500.00
1.00	$9,500.00
1.50	$20,500.00
2.00	$35,500.00
3.00	$70,500.00
4.00	$120,500.00
6.00	$240.500.00

NOTE: Water supply size is based on inches.

APPENDIX C
GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF FACTORS

CUSTOMER CLASSIFICATION	FACTOR	FACTOR UNIT
Residence	1.0000	Residence
Integrated Secondary Residence	0.0000	Integrated Secondary Residence
Secondary or Accessory Residence	0.7500	Secondary or Accessory Residence
Multiple-family Residence	1.0000	Residence
Townhouse, Townhome, or Condominium	1.0000	Townhouse, Townhome, or Condominium
Office	1.0000	Office
Veterinary Clinic	2.0000	Veterinary Clinic
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club (Dos Rios Country Club)	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21-32

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT
THIS RESOLUTION SUPERSEDES RESOLUTION 19-34

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise,

rates, fees, tolls and charges, including but not limited to availability fees, tap fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the North Gunnison Division; and

WHEREAS, Gunnison County must upgrade and maintain the connection lines within the North Gunnison Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.
2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.
3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate (partial tap) according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.
4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the North Gunnison Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.
5. Tap Connection Fee. There is a fee for sewer service tap connection within the North Gunnison Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.
6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.
7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.
8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.
9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the North Gunnison Division unless the tap fee for that parcel has been paid in full as set forth above.
10. Additional Inspection Fee. The first inspection of the sewer service line is included with the tap connection fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.
11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 7th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

APPENDIX A

DRAFT

GUNNISON COUNTY, COLORADO
NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES – SEWER

	QTRLY BASE RATE		
RESIDENTIAL PHASE I	$211.90 per quarter		
	*Original users adjacent to City of Gunnison system		
RESIDENTIAL PHASE II	$309.80 per quarter		
	*All users for which the system was extended during USDA/DOLA/CWPA construction		
COMMERCIAL	$309.80 per quarter	X factor	X # of factor of units
VACANT LOT	$190.30 per quarter		
ADD'L INSPECTION FEE	$50 per additional inspection		

APPENDIX B
GUNNISON COUNTY, COLORADO
NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES - TAP CONNECTION FEE

	PAYING AVAILABILITY		
WATER SUPPLY SIZE	PARCEL 1	PARCEL 2 (N. VALLEY)	NOT PAYING AVAILABILITY
0.75	$3,000	$5,500	$10,500
1.00	$5,400	$7,900	$14,500
1.50	$12,000	$14,500	$25,500
2.00	$21,000	$23,500	$40,500
3.00	$42,000	$44,500	$75,500
4.00	$72,000	$74,500	$125,500
6.00	$144,000	$146,500	$245,500

NOTE: Supply size is measured by inches

APPENDIX C
GUNNISON COUNTY, COLORADO
NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF FACTORS

CUSTOMER CLASSIFICATION	FACTOR	FACTOR UNIT
Residence	1.0000	Residence
Integrated Secondary Residence	0.0000	Integrated Secondary Residence
Secondary or Accessory Residence	0.7500	Secondary or Accessory Residence
Mobile Home in Centrally Owned Park	0.7500	Mobile Home
Multiple-family Residence	1.0000	Residence
Townhouse, Townhome, or Condominium	1.0000	Townhouse, Townhome, or Condominium
Small Office	0.5000	Office
Large Office	1.0000	Office
Veterinary Clinic	2.0000	Veterinary Clinic
Church	1.0000	Church
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21-33

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE SOMERSET DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT
THIS RESOLUTION SUPERSEDES RESOLUTION 19-35

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, tap fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the operation of the sewage treatment system providing service to the Somerset Division; and

WHEREAS, Gunnison County must upgrade and maintain the connection lines within the Somerset Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.
2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. User fees will be billed in advance.
3. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Somerset Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.
4. Tap Connection Fee. There is a fee for sewer service tap connection within the Somerset Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.
5. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.
6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.
7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.
8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Somerset Division unless the tap fee for that parcel has been paid in full as set forth above.
9. Additional Inspection Fee. The first inspection of the sewer service line is included with the tap connection fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.
10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 7th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

APPENDIX A
GUNNISON COUNTY, COLORADO
SOMERSET DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES - SEWER

QTRLY BASE RATE

RESIDENTIAL	$	266.94	per quarter
VACANT LOT	$	88.09	per quarter
ADD'L INSPECTION FEE	$	50.00	per additional inspection

APPENDIX B
GUNNISON COUNTY, COLORADO
SOMERSET DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES - TAP CONNECTION FEE

WATER SUPPLY SIZE	FEE
0.75	$5,500.00
1.00	$9,500.00
1.50	$20,500.00
2.00	$35,500.00
3.00	$70,500.00
4.00	$120,500.00
6.00	$240.500.00

NOTE: Water supply size is based on inches.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21-34

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT
THIS RESOLUTION SUPERSEDES RESOLUTION 19-36

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, tap fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Dos Rios Division; and

WHEREAS, Gunnison County must upgrade and maintain the connection lines within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.
2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.
3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.
4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Dos Rios Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.
5. Tap Connection Fee. There is a fee for sewer service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.
6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s)

to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.
8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.
9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the tap fee for that parcel has been paid in full as set forth above.
10. Additional Inspection Fee. The first inspection of the sewer service line is included with the tap connection fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.
11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 7th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

APPENDIX A
GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES - SEWER

	QTRLY BASE RATE		
RESIDENTIAL	$158.40 per quarter		
COMMERCIAL	$158.40 per quarter	X factor	X # of factor units
VACANT LOT	$54.30 per quarter		
ADD'L INSPECTION FEE	$50.000 per additional inspection		

APPENDIX B
GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES - SEWER TAP CONNECTION FEE

WATER SUPPLY SIZE	FEE
0.75	$5,500.00
1.00	$9,500.00
1.50	$20,500.00
2.00	$35,500.00
3.00	$70,500.00
4.00	$120,500.00
6.00	$240.500.00

NOTE: Water supply size is based on inches.

APPENDIX C
GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF FACTORS

CUSTOMER CLASSIFICATION	FACTOR	FACTOR UNIT
Residence	1.0000	Residence
Integrated Secondary Residence	0.0000	Integrated Secondary Residence
Secondary or Accessory Residence	0.7500	Secondary or Accessory Residence
Multiple-family Residence	1.0000	Residence
Townhouse, Townhome, or Condominium	1.0000	Townhouse, Townhome, or Condominium
Office	1.0000	Office
Veterinary Clinic	2.0000	Veterinary Clinic
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity

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Restaurant	0.0500	Seating Capacity
Golf Club (Dos Rios Country Club)	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21-35

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT
THIS RESOLUTION SUPERSEDES RESOLUTION 19-37

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, tap fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must upgrade and maintain the water lines and treatment facilities within the Antelope Hills Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.
2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.
3. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Antelope Hills Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.
4. Tap Connection Fee. There is a fee for water service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to meter size. The tap connection includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.
5. Excessive Connection Costs. Water service will be extended to the property line, unless cost of such extension of service exceeds three thousand dollars ($3,000) or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000). Costs exceeding three thousand dollars for a single user or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.
6. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the tap fee for that parcel has been paid in full as set forth above.
7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.
8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.
9. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, the additional inspection fee will be charged.
10. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.
11. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.
12. Fees May Be Amended. The fees hereby established may be amended from time to time by the

Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 7th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

APPENDIX A
GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES - WATER

	QTRLY BASE RATE	BASE GAL	OVERAGE RATES
RESIDENTIAL	$165.30 per quarter	18,000	$4.50/1,000 gal to 36,000 gal $7.20/1,000 gal over 36,000 gal
AVAILABILITY OF SERVICE	$33.00 per quarter		
ADD'L INSPECTION FEE	$50.00 per quarter		

APPENDIX B
GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES - WATER TAP CONNECTION FEE

Meter Size	FEE
0.75	$ 3,000.00
1.00	$ 4,000.00
1.50	$ 5,500.00
2.00	$ 7,000.00
3.00	$ 10,500.00
4.00	$ 14,000.00
6.00	$ 20,500.00

NOTE: Meter size is measured by inches

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21-36

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT
THIS RESOLUTION SUPERSEDES RESOLUTION 19-38

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, tap fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must upgrade and maintain the water lines and treatment facilities within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.
2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.
3. Commercial Water User Fees. User fees for each commercial connection will be charged

upon final meter inspection by the Gunnison County Utility Department. Base user fees will be billed in advance and overage user fees will be billed in arrears. The base user fee will equal the product of the Equivalent Residential Units (ERUs), seventy-five percent (75%), and the current residential base rate according to Appendix A attached hereto. The ERUs will equal the product of the factor according to Appendix C and the number of factor units according to Appendix C. The base gallons for each commercial connection will equal the product of the ERUs and the residential base gallons according to Appendix A attached hereto.

4. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Dos Rios Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.
5. Tap Connection Fee. There is a fee for water service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to meter size. The tap connection includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.
6. Excessive Connection Costs. Water service will be extended to the property line, unless cost of such extension of service exceeds three thousand dollars ($3,000) or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000). Costs exceeding three thousand dollars for a single user or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.
7. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the tap fee for that parcel has been paid in full as set forth above.
8. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.
9. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.
10. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, the additional inspection fee will be charged.
11. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.
12. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.
13. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 7th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

APPENDIX A
GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES – WATER

	QTRLY BASE RATE	BASE GAL.	OVERAGE RATES
RESIDENTIAL	$117.90 per quarter	18,000	$6.77/1,000 gal to 36,000 gal $10.71/1,000 gal over 36,000 gal
COMMERICIAL	See Appendix C	See Appendix C	$7.12/1,000 gal over base gal
AVAILABILITY OF SERVICE	$49.50 per quarter		
ADD'L INSPECTION FEE	$50.00 per additional inspection		

APPENDIX B

GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES - WATER TAP CONNECTION FEE

Meter Size	FEE
0.75	$ 3,000.00
1.00	$ 4,000.00
1.50	$ 5,500.00
2.00	$ 7,000.00
3.00	$ 10,500.00
4.00	$ 14,000.00
6.00	$ 20,500.00

NOTE: Meter size is measured by inches

APPENDIX C
GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF FACTORS

CUSTOMER CLASSIFICATION	FACTOR	FACTOR UNIT
Office	1.0000	Office
Veterinary Clinic	1.0000	Veterinary Clinic
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club (Dos Rios Country Club)	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity
Concrete Plant	13.0000	Concrete Plant

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21 – 37

A RESOLUTION APPROVING WATTLES ROCKEY RIVER SUBDIVISION LOCATED AT RESORT PARCEL IN ROCKEY RIVER ESTATES SUBDIVISION AND LEGALLY DESCRIBED IN ATTACHED EXHIBIT A. 4359 COUNTY ROAD 10, GUNNISON COLORADO, LUC-20-00002

WHEREAS, the applicant Robert and Danette Wattles are proposing to subdivide 6.9 acres, previously known as Rockey River Resort, into a two lot subdivision with resulting parcels of 4.333 acres for Lot A and 2.551 acres for Lot B. A new common driveway from Lots A and B off County Road 10 will access the property along the northern property line, and the current driveway along the river will be reclaimed and revegetated at the time of construction of the new access. Lot B has a domestic well but no On-site Waste Water System exists.

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on November 5, 2021. The Gunnison County Planning Commission approved a Recommendation of conditional approval of the *WATTLES ROCKEY RIVER SUBDIVISION* on November 5, 2021, and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on December 7, 2021, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's November 5, 2021 Recommendation, with the following Findings and Conditions of Approval:

Findings:

The Board finds that:

1. The Planning Commission classified the application as a Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A, 2-4 Units.*
2. The land use change complies with all applicable requirements of the *Gunnison County and Use Resolution* and *Section 6-10: Standards of Approval for Minor Impact Projects*.
3. A Sage Grouse review was conducted by Aleshia Rummel, Gunnison Conservation District Wildlife Biologist, dated March 17, 2020 that stated the proposed activity will not adversely impact Gunnison sage-grouse or their habitats.
4. A new well permit, 82976-F, for Lot B from Colorado Division of Water Resources dated February 27, 2019 has been provided.
5. Upper Gunnison River Water Conservancy District Augmentation Agreement #ASP19- 216A,

DRAFT

dated March 12, 2019 has been provided.

6. Plat of The Resort at Rockey River, a Replat of the Resort Lot of Rockey River Estates Subdivision by Skip Hewitt dated August 8, 2021.
7. Restrictive Covenants for The Resort at Rockey River, with access agreement was provided August 8, 2021.
8. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder. The applicant shall ensure that the plat will contain required language addressing concerns with domestic animals, fencing and ditch maintenance, pursuant to Section 1-105. L.8.e. of the *Land Use Resolution*.
2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
3. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
5. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
6. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
7. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. 2020-00002 *WATTLES ROCKEY RIVER SUBDIVISION*, is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

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

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 7th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Road Maintenance Agreement Amendment; Colorado Sto

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Thirty Day extension of 2017 CSQ Road Maintenance Agreement

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** DBishop@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/21/2021

Revised April 2015

ROAD MAINTENANCE AGREEMENT AMENDMENT

This Road Maintenance Agreement Amendment (the "Amendment") is made and entered into this _____ day of _____, 2021 by and between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO (the "County") and COLORADO STONE QUARRIES, INC. (CSQ).

RECITALS

WHEREAS, a road maintenance agreement was entered into by and between the County, and CSQ dated April 13, 2017, for CSQ to maintain a portion of the 30-foot-wide right-of-way known as the Marble Quarry Road, also known as County Road 3c, Marble Road, Yule Creek Access Road and Yule Creek Road, due to CSQ's significant utilization of it in its commercial marble quarry operations (the "Agreement");

WHEREAS, the County and CSQ now desire to amend the Agreement by extending the term of the Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and CSQ agree to amend the Agreement as follows:

1. TERM OF AGREEMENT: The termination date of the Agreement as identified in Section 1 shall be extended from December 31, 2021 to January 31, 2022.

Except as amended above, all other terms and conditions of the Agreement shall remain in full force and effect and are in all respects hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date listed above.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

COLORADO STONE QUARRIES, INC.

By: _____
Jean St-Onge, Management Consultant

ATTEST:

_____
Secretary Megan Jennings

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement; Gunnison River Valley Loc

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Organization, promotion, marketing, and management of public events. Activities in support of business recruitment, management, and development; and Coordinating tourism promotion activities.

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/17/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: Discharge Date: 12/15/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 12/21/2021

Revised April 2015

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement"), is made effective this _____ day of December, 2021, by and between the Board of the Gunnison River Valley Local Marketing District ("LMD") and the Tourism and Prosperity Partnership, also known as the Gunnison-Crested Butte Tourism Association ("GUNNISON-CRESTED BUTTE TA"), a Colorado not-for-profit corporation, and provides that:

RECITALS

WHEREAS, the public purposes and powers of the LMD, declared pursuant to C.R.S. § 29-25-102, are that it "will promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof, the property owners therein, and all the people of the state; will promote the continued vitality of commercial business areas within local governments; and will be of special benefit to the property within the boundaries of any district created pursuant to this article. and is essential to the continued economic growth of the state.";

WHEREAS, pursuant to C.R.S. §29-25-111(e), the provision of services within the LMD are:

A. Organization, promotion, marketing, and management of public events;

B. Activities in support of business recruitment, management, and development; and

C. Coordinating tourism promotion activities; and

WHEREAS, the LMD is responsible for the administration of funds collected from the LMD lodging tax and is supportive of the objectives of the GUNNISON-CRESTED BUTTE TA;

AGREEMENT

NOW, THEREFORE, the LMD and the GUNNISON-CRESTED BUTTE TA, in consideration of the recitals above and the obligations and mutual covenants contained herein below, agree as follows:

1. TERM

This Agreement replaces in full all previous Memoranda of Agreement between the parties and any amendments thereto. The term of the Agreement shall begin on January 1, 2022 and end on December 31, 2022, unless sooner terminated as provided in this Agreement.

2. CONSIDERATION AND DUTIES OF THE PARTIES.

During the Term of this Agreement:

A. The LMD shall:

Provide funds to the GUNNISON-CRESTED BUTTE TA, according to the 2021 Budget attached hereto and incorporated herein by reference as Appendix "A", in the amount of $3,200,000 (Three million, two hundred thousand dollars) ("LMD Funds").

It is expressly agreed that these funds must be used exclusively for costs identified in the 2022 Budget attached as Appendix "A". Adjustments among budget line items may be at the GUNNISON-CRESTED BUTTE TA's discretion as appropriate to achieve the overall marketing goals represented by the budget. The approved 2022 Gunnison County budget identifies the support funds and expenditures. At the discretion of the LMD, the funds will be provided via monthly payments in amounts that the LMD deems appropriate.

B. The GUNNISON-CRESTED BUTTE TA shall:

1. Implement the 2022 Work Plan reflected by the budget in Appendix A, consistent with all expenditures disclosed to and discussed with the Gunnison County Board of County Commissioners in public meetings occurring during the 2021 County Budget cycle.

2. During the Term of this Agreement, enter into all necessary individual funding agreements to effectuate the Work Plan.

3. Create and utilize a comprehensive grant application process to ensure that the funds provided during the term and by this contract are strategically and equitably applied to diverse tourism efforts in the Gunnison Valley, pursuant to C.R.S. § 29-25-111 with particular emphasis on at least the following funding structure and reporting:

a. Events. Expend LMD Funds and other monies to support existing independent and organization sponsored events, with a clear formula for deciding which events to support, metrics for determining positive impacts to the economy and community vitality, and total dollars spent to support each event.

b. Economic Development. Expend LMD Funds and other monies to support programs, events and opportunities with a focus toward developing and maintaining a diverse economic base in the valley.

c. Marketing. Expend LMD Funds and other monies to support marketing efforts that promote the GUNNISON-CRESTED BUTTE TA's mission and are consistent with the statutory purposes and authorization of the LMD, in addition to the following categories:

i. *Sustainable Tourism*. Work with the Sustainable Tourism and Outdoor Recreation committee (STOR) to consider and support resolution of issues related to infrastructure and signage necessary to promote and sustain recreational uses of areas throughout the valley.

ii. *Co-Marketing with Western State Colorado University (WSCU)*. Work with WSCU marketing professionals to consider and support cooperative efforts to recruit and retain students at the institution.

iii. *Seasonal Expenditures*. Expend LMD Funds to support fall, winter and summer seasons as close to equally as is practicable to maintain balance in the diverse types of visitors to and uses of our valley, giving due consideration to different types of activities and diverse interests and interest groups.

4. Provide detailed biannual reports to the LMD to include, at a minimum:

a. Performance information and metrics related to the funding structure outlined in Section 3 above;

b. Information demonstrating performance of GUNNISON-CRESTED BUTTE TA's adopted strategic business plan for 2022, including the plan's specific metrics and trend data that illustrate performance levels being achieved; and

c. Detailed, specific budget for the current year and of the previous six months showing alignment between expenditures and the authorized spending categories outlined in Paragraph 3 above.

d. Pursuant to the GUNNISON-CRESTED BUTTE TA bylaws, no later than October 1, submit a proposed strategic business plan and accompanying budget for the 2023 calendar year that, at a minimum, includes the following:

i. Proposed results and measurements for those results consistent with the purpose of the GUNNISON-CRESTED BUTTE TA;

ii. Proposed strategies and associated budgets to achieve the proposed results;

iii. Strategies for creation, maintenance and coordination of an effective digital presence for the County;

iv. Strategies for marketing in-valley experiences and fulfillment;

v. Proposed performance-based contracts with vendors and subcontractors that contract with the GUNNISON-CRESTED BUTTE TA; and

vi. plans for coordination with strategic partners including, but not limited to, Crested Butte Mountain Resort, Western State Colorado University; Gunnison County Chamber of Commerce, Mt. Crested Butte/Crested Butte Chamber of Commerce, major businesses and employers, municipalities, public land agencies, and event promoters.

5. Upon request by the LMD and without exception, provide the LMD access to all of the GUNNISON-CRESTED BUTTE TA's books, records, accounts, and financial information.

6. Administer the ICELab consistent with the terms of this Agreement.

3. APPROPRIATION CONTINGENCY.

It is recognized and understood by the parties to this Agreement that the financial obligations under this Agreement are contingent upon the receipt of tax revenues by Gunnison County from the lodging tax and, if there are insufficient revenues to support the estimated expenditures for 2022, the financial obligation will be reduced accordingly.

4. DESIGNATION OF COUNTY MANAGER AS ADMINISTRATOR.

The parties to this Agreement designate the Gunnison County Manager as the Administrator for this Agreement.

5. INDEMNIFICATION

The GUNNISON-CRESTED BUTTE TA agrees to indemnify, defend and hold harmless the LMD and Gunnison County, its elected officials, agents and employees, from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including attorney's fees, expenses 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 the GUNNISON-CRESTED BUTTE TA or its employees, subcontractors or agents in connection with this Agreement. This includes but is not limited to any lawsuit or dispute regarding the contemplated or actual use of LMD Funds. The indemnity and defense obligation of the GUNNISON-CRESTED BUTTE TA includes retention of attorney(s) of the County's choice to defend the LMD and the County in any litigation implicated by this Section. The GUNNISON-CRESTED BUTTE TA is prohibited from using LMD Funds to meet its indemnity and defense obligation pursuant to this Section.

In case of any claim that is subject to indemnification under this Agreement, GUNNISON-CRESTED BUTTE TA will provide the County reasonably prompt notice of the relevant claim. GUNNISON-CRESTED BUTTE TA will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by GUNNISON-CRESTED BUTTE TA but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to GUNNISON-CRESTED BUTTE TA or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

6. RELATIONSHIP OF THE PARTIES

The relationship of THE GUNNISON-CRESTED BUTTE TA to the Board of the LMD is that of an independent GUNNISON-CRESTED BUTTE TA, performing marketing functions pursuant to this Agreement. The GUNNISON-CRESTED BUTTE TA is not an agent of the LMD, and the LMD is not responsible for any acts or omissions of the GUNNISON-CRESTED BUTTE TA, its officers, employees or agents. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between the LMD and the except that of independent GUNNISON-CRESTED BUTTE TA. GUNNISON-CRESTED BUTTE TA shall have no authority to bind the County in any manner whatsoever.

7. MEETING REQUIREMENTS AND PROJECT REPORTING

The GUNNISON-CRESTED BUTTE TA agrees to meet at least biannually with the LMD to discuss progress with the implementation of a 2022 Work Plan and 2022 Budget, as outlined in Section 2B.

The GUNNISON-CRESTED BUTTE TA agrees to submit a final project report in a form and format as prescribed by the Administrator of this Agreement on or before December 1, 2022.

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 River Valley Local Marketing
District Attn: Gunnison County Manager
200 E. Virginia Avenue
Gunnison, Colorado

81230

Gunnison-Crested Butte Tourism Association
202 E. Georgia, Suite B
Gunnison, CO 81230

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

9. TERMINATION

This Agreement may be terminated for non-compliance with the terms and conditions of the Agreement or the inability of THE GUNNISON-CRESTED BUTTE TA to implement a 2022 Work Plan and the 2022 Budget. Upon termination, THE GUNNISON-CRESTED BUTTE TA shall immediately return any unspent funds provided by the LMD under Section 2A to the LMD.

10. IMMIGRATION COMPLIANCE CERTIFICATION.

A. By its signature on this Agreement, THE GUNNISON-CRESTED BUTTE TA certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States, THE GUNNISON-CRESTED BUTTE TA has participated or attempted to participate in the E-Verify program ("E-Verify Program") created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security, and the Social Security Administration or the Department Program ("Department Program") established pursuant to §8-17.5-102(5)(c), C.R.S.

B. THE GUNNISON-CRESTED BUTTE TA agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to THE GUNNISON- CRESTED BUTTE TA that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

C. THE GUNNISON-CRESTED BUTTE TA has confirmed or attempted to confirm through participation in the E-Verify or Department Program the employment eligibility of all employees who are newly hired for employment in the United States.

D. THE GUNNISON-CRESTED BUTTE TA shall not use E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while work under this Agreement is being performed.

E. If THE GUNNISON-CRESTED BUTTE TA obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, THE GUNNISON-CRESTED BUTTE TA GUNNISON-CRESTED BUTTE TA shall:

1. Notify the subcontractor and the LMD within three days that THE GUNNISON- CRESTED BUTTE TA has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the GUNNISON-CRESTED BUTTE TA shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. THE GUNNISON-CRESTED BUTTE TA shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-101(5).

G. If the GUNNISON-CRESTED BUTTE TA violates a provision of this Illegal Alien Addendum, the LMD may terminate this Agreement for breach of contract. If the Agreement is so terminated, THE GUNNISON-CRESTED BUTTE TA shall be liable for actual and consequential damages to the LMD. THE GUNNISON-CRESTED BUTTE TA understands that, in the event of such a termination, the LMD is required to notify the office of the Colorado Secretary of State.

11. <u>SOLE SOURCE CONTRACT.</u>

This Agreement is a sole source contract pursuant to Article XXVIII of the Colorado Constitution, and the following provisions are applicable to said Agreement.

A. Section 15 of Article XXVIII of the Colorado Constitution is hereby incorporated by reference into this Agreement.

B. The GUNNISON-CRESTED BUTTE TA, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the GUNNISON-CRESTED BUTTE TA, and its officers, directors, and trustees (collectively, the "Contract Holder") agrees, for the duration of this Agreement and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contract Holder or on behalf of his or her immediate family members and for the benefit of any political party or for the benefit of any candidate for any elected officer of the state or any of its political subdivisions.

C. If a person responsible for the bookkeeping of the GUNNISON-CRESTED

BUTTE TA, or if a person acting on behalf of any party to this Agreement, obtains knowledge of a contribution made or accepted in violation of Section 15 of Article XXVIII of the Colorado Constitution, and that person intentionally fails to notify the Secretary of State or appropriate government officer about the violation in writing within ten business days of learning of such contribution, then that person may be contractually liable for restitution to the general treasury of the LMD to compensate for all costs and expenses associated with the breach, including costs and losses involved in securing a new contract if that becomes necessary.

D. The parties hereto agree that if any party intentionally violates Section 15 of Article XXVIII of the Colorado Constitution, as contractual damages that party shall be ineligible to hold any sole source government contract or public employment within the State of Colorado or any of its political subdivisions, for three years.

E. The parties hereto agree that if any party intentionally violates Section 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that party shall be ineligible to hold any sole source government contract or public employment with the State of Colorado or any of its political subdivisions, for three years.

F. The GUNNISON-CRESTED BUTTE TA agrees to comply with the summary and notice provisions of Section 16 of Article XXVIII of the Colorado Constitution.

G. The GUNNISON-CRESTED BUTTE TA hereby certifies that it has not made or caused to be made any contribution intended to promote or influence the result of an election on a ballot issue relating to this Agreement on or after December 31, 2008.

H. All terms used in this Section and not otherwise defined in this Agreement shall have the same meanings as set forth in Article XXVIII of the Colorado Constitution.

12. MISCELLANEOUS

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

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

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

D. ASSIGNMENT. The GUNNISON-CRESTED BUTTE TA shall not delegate or assign its duties under this Agreement without the prior written

consent of the LMD, which the LMD 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.

E. TAXES, CHARGES AND PENALTIES. Neither the LMD nor the County shall be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated in this Agreement.

F. NO THIRD-PARTY BENEFICIARY. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any rights in any person or entity that is not a Party to the Agreement.

G. CONFLICT OF INTEREST. The signatories to this Agreement warrant and represent to each other that no employee of the County has any personal or beneficial interest whatsoever in relation to this Agreement. The GUNNISON-CRESTED BUTTE TA has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement shall not employ any person having such known interests. The GUNNISON-CRESTED BUTTE TA shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The GUNNISON-CRESTED BUTTE TA represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the GUNNISON-CRESTED BUTTE TA by placing the GUNNISON-CRESTED BUTTE TA's own interests, or the interests of any party with whom the GUNNISON-CRESTED BUTTE TA has a contractual arrangement, in conflict with those of the County. The LMD, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the GUNNISON-CRESTED BUTTE TA written notice describing the conflict.

H. LEGAL AUTHORITY. The GUNNISON-CRESTED BUTTE TA represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the GUNNISON-CRESTED BUTTE TA represents and warrants that he has been fully authorized by the GUNNISON-CRESTED BUTTE TA to execute the Agreement on behalf of the GUNNISON-CRESTED BUTTE TA and to validly and legally bind the GUNNISON-CRESTED BUTTE TA to all the terms, performances and provisions of the Agreement. The LMD shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the GUNNISON-CRESTED BUTTE TA or the person signing the Agreement to enter into the Agreement.

I. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and

the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

J. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

K. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

L. FORCE MAJEURE. Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war, fire, flood, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation*;* **provided, however, that any delay caused by the ongoing Covid-19 Pandemic shall not be considered a force majeure event**. The time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be resolved of any further obligation to the other.

M. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. 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 exclusively be in the Colorado District Court located in Gunnison, Colorado.

14. COUNTERPARTS; FACSIMILE TRANSMISSION.

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

15. ENTIRE AGREEMENT.

This 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.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

By:_____
Jonathan Houck, Chairperson

By:_____
Roland Mason, Commissioner

By:_____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

GUNNISON-CRESTED BUTTE TOURISM ASSOCIATION

By:_____

Its:_____

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

By:_____
Jonathan Houck, Chairperson

By:_____
Roland Mason, Commissioner

By:_____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

GUNNISON-CRESTED BUTTE TOURISM ASSOCIATION

By: William T. Ramin

Its: President

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Gunnison Valley Driver's Education; for Substance Abuse Prevention Strategy

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison Valley Driver's Education and Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
driver's education

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/13/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:
Appears legally sufficient. Kudos to the submitter and to the vendor for using and agreeing to the CAO-recommended contract form. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/13/2021 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/16/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 12/21/2021

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 10th day of December, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Ave., Gunnison, CO 81230 ("Gunnison County") and Gunnison Valley Drivers Education whose address is 56 Willow Trail Gunnison, co 81230 ("Contractor").

RECITALS

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

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on December 10th, 2021 and shall terminate on September 30th, 2022 (the "Term"), unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its substance abuse prevention strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed fifty thousand dollars and No/100 U. S. Dollars ($ 50,000) (the "Compensation"). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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

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

6. INSURANCE.

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

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

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

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

7. INDEPENDENT CONTRACTOR.

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

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

8. INDEMNIFICATION.

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

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

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

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

a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself , any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

10. DISCRIMINATION.

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

11. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

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

e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

12. ADA COMPLIANCE.

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

13. MISCELLANEOUS.

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

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

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

14. DELEGATION AND ASSIGNMENT.

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

15. TERMINATION.

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

16. NOTICES.

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

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

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

Contractor: Gunnison Valley Drivers Education
56 Willow Trail Gunnison, CO 81230

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

17. GOVERNING LAW.

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

18. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

19. ENTIRE AGREEMENT.

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

20. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

SCOPE OF SERVICES

The "How to Drive, Novice Driver Training Program" will be used in three classroom sessions each year; one class wili be held as a credit class during the school year, and two additional classes will be held during the summer, possibly as for credit classes as well. These classes will have the same content as the other class but will be completed in a shorter span of time with the same number of classroom hours.

To compliment the classroom activities, parents will be mentored on how to better coach and teach their young driver with behind the wheel activities. This will include introducing driving tasks that increase in skill levels as the novice driver gains skills and confidence, as well as what to look for in the driver, such as scanning, hazard identification, appropriate hand position, and steering, and braking skills.

In addition to the driver's education classes, I will work with the school to bring two "hands on" programs to Gunnison High School, and Crested Butte Community School if feasible. These engaging, hands-classes will present information and education on the risks of drinking and driving and distracted driving. The programs will involve the use golf carts, fatal vision goggles and texting. The programs will be complemented with presentations and discussion to emphasize the risks of impaired driving and distracted driving. I have access to materials to set up a simulated driving course using golf carts and traffic cones, and feel confident in their effectiveness, as I was successful in doing this previously. I will also recruit law enforcement from the local agencies to support the message and share their valuable information.

Payment 1 planning, curriculum development, materials, organization of class, certification12/10/21 = $9,950

Payment 2 one full class held in collaboration with school, shortened class prep 4/10/2022 = $11,882

Payment 3 shortened classes held (2 courses) 9/10/2022 = $10,666

additional funds to be paid contingent upon funding - payments divided across payment 2 and 3 = $17,500

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Dedication of Public Access and Utility Easements;

Action Requested: Discussion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

CSU Subdivision plat and resolution were signed by the BOCC in July but they were not recorded as a condition of approval until the DIA had been executed. The DIA is now complete and ready to be signed. Staff is requesting this item serve as an acknowledgment and acceptance of easements

Fiscal Impact:

Submitted by: Rachel Sabbato **Submitter's Email Address:** rsabbato@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/16/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 12/21/2021

Revised April 2015

DEDICATION OF PRIVATE UTILITY EASEMENT

THIS DEDICATION OF PRIVATE UTILITY EASEMENT ("Dedication") is made to be effective as of the date it is executed below, as follows:

1. FACTS AND PURPOSES. The following facts and purposes pertain to this Dedication:

1.1 The Board of Governors of the Colorado State University System, acting by and through Colorado State University ("Grantor"), owns the land located in Gunnison County, Colorado, described on Exhibit A attached hereto and incorporated herein (the "Property").

1.2 Grantor has applied to the Board of County Commissioners of Gunnison County, Colorado ("Gunnison County"), to subdivide the Property into two parcels, a 3.51-acre parcel to be known as "Lot 1" and a 15.12-acre parcel to be known as "Lot 2," with said subdivision to be known as "Wilson Subdivision – Filing No. 1."

1.3 As a condition of approval of Wilson Subdivision – Filing No. 1, Gunnison County requires Grantor to dedicate for the use of Lot 1 a perpetual, non-exclusive, utility easement on, over, through and across Lot 2 in the location described on Exhibit B attached hereto and incorporated herein (the "Easement Area").

1.4 In furtherance of such objectives and conditions, Grantor desires to dedicate for the use of Lot 1 the easement rights on, over and across the Easement Area as more particularly described herein upon the execution of this Dedication and final approval of the subdivision of the Property by Gunnison County. If subdivision of the Property is not granted, this Dedication is null and void.

2. DEDICATION OF PRIVATE UTILITY EASEMENT. Grantor hereby grants and conveys for the use of Lot 1 a perpetual, non-exclusive, easement and right-of-way over Lot 2 in the location of the Easement Area for the purpose of establishing, maintaining and replacing utility service lines to serve Lot 1, subject to the following terms and condition;

2.1 The easement granted herein includes the right to grant easements or licenses to utility companies to use the Easement Area for the purpose of providing utility services to Lot 1.

2.2 Any part of the Easement Area that is excavated, damaged, or otherwise disturbed as a result of any work, construction, maintenance or replacement therein shall be immediately restored to essentially the same condition as existed prior to the commencement of any such work.

2.3 The easement dedicated herein is non-exclusive, with Grantor hereby reserving the non-exclusive use of the easement dedicated herein, provided such use does not interfere with the dedicated easement rights granted herein.

Similarly, Grantor may grant other easements withing the Easement Area, so long as Lot 1's use of the Easement Area is not unreasonably impaired.

2.4 Grantor reserves the right to relocate the Easement Area, so long as such relocation does not adversely impact the purpose of the Dedication. Grantor shall notify Lot 1 of any plans to relocate the Easement Area and provide a reasonable opportunity to provide comments to Grantor.

2.5 This Dedication is granted subject to all easements, rights-of-way, and other matters of record, and those previously granted and now in force and effect. Grantor makes no warranties or representations as to matters of title.

2.6 Use of the Easement Area for any purpose not specified herein shall require prior amendment of this Dedication, executed in the same manner as this Dedication.

3. NO MERGER. The dominant and servient estates created by this Dedication of Private Utility Easement shall not merge and shall be considered separate estates.

4. NO THIRD-PARTY BENEFICIARY. It is expressly understood and agreed that the enforcement and conditions of this Dedication and all rights contained herein relating to its enforcement, shall be strictly reserved to Lot 1 and the Grantor. Nothing contained in this Dedication shall give or allow any claim or right of action whatsoever by any third person or entity. It is the express intention of the Grantor that any such person or entity, other than the Grantor or Lot 1, receiving services or benefits under this Dedication shall be deemed an incidental beneficiary only.

5. GOVERNMENTAL IMMUNITY. Notwithstanding any other provision of this Dedication, no term or condition of this Dedication shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as now or hereafter amended. All parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the Grantor, its departments, agents, officials and employees is controlled and limited by the provisions of Section 24-10-101, *et seq.*, C.R.S. as now or hereafter amended.

6. SEVERABILITY. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Dedication to the extent that the agreement of the parties is capable of execution.

SIGNATURE PAGE
TO
DEDICATION OF PRIVATE UTILITY EASEMENT

IN WITNESS WHEREOF, The Board of Governors of the Colorado State University System, acting by and through Colorado State University, has subscribed their name this 14th day of June, 2021.

Lynn Johnson, Vice President for University Operations, Colorado State University

STATE OF COLORADO)
) ss.
County of Larimer)

The foregoing Dedication of Private Utility Easement was acknowledged before me this 14 day of June, 2021, by Lynn Johnson, Vice President for University Operations, Colorado State University.

Witness my hand and official seal.
My commission expires:

TAMMY L. HUNT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874095695
MY COMMISSION EXPIRES JUNE 10, 2024

Notary Public

LEGAL REVIEW:
Office of the General Counsel

By: _____
Jason L. Johnson
General Counsel
Colorado State University System

EXHIBIT A
TO
DEDICATION OF PRIVATE UTILITY EASEMENT
(WILSON SUBDIVISION – FILING NO. 1)

Property

To be attached.

EXHIBIT "__" – LAND DESCRIPTION of ENCUMBERED PARCEL

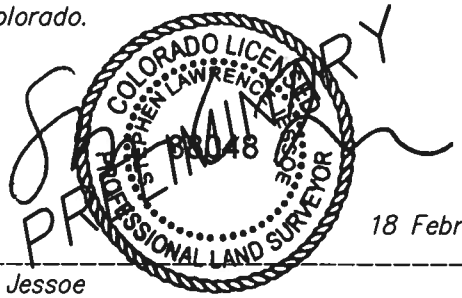
Real property described by Warranty Deed recorded October 24, 2018 at Reception No. 656807 of the records of Gunnison County, Colorado:

Township 50 North, Range 1 West, N.M.P.M.
Section 25: A tract of land situate in the SW1/4 of said Section 25, being more particularly described as follows:

Commencing at the southwest corner of said Section 25, (as marked by a private surveyor's brass cap monument); thence North 75°03'40" East 737.35 feet to the southwest corner of the land conveyed by deed from Virgil and Lee Spann to Kenneth and Edna Mae Eilebrecht, said deed recorded in Book 403 Page 242 of the Gunnison County Records, said corner being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1) North 04°50'00" East 2067.34 feet along the westerly boundary of said land;
2) South 89°51'00" East 30.10 feet along the South line of Tract 7–A of the Gunnison County District Court Rule and Order as described in Book 485 at page 495;
3) South 04°50'00" West 228.00 feet along the westerly boundary of property conveyed by deed from Eilebrecht to Mountain Valley Broadcasting Corporation, said deed recorded in Book 525 at page 806;
4) South 89°51'00" East 230.00 feet along the South line of said property;
5) North 04°50'00" East 228.00 feet along the easterly line of said property;
6) South 89°51'00" East 376.66 feet along the South line of Tract 7–A as described in Book 485 at page 495;
7) South 36°44'00" West 236.56 feet, following the westerly boundary of Parcel 7 of the Gunnison County District Court Rule and Order as described in Book 485 at page 495;
8) South 30°08'00" West 164.00 feet, continuing along said boundary;
9) Along the arc of a curve to the left a distance of 434.30 feet, said curve having a radius of 1235.85 feet and a long chord of
South 17°55'00" West 432.07 feet along said boundary;
10) South 07°05'30" West 99.50 feet along said boundary;
11) South 03°04'00" East 264.50 feet, following said boundary;
12) South 00°53'41" East 953.04 feet along said boundary;
13) West 470.96 feet to the POINT OF BEGINNING of the herein described tract,

County of Gunnison,
State of Colorado.



18 February 2021

Stephen L. Jessoe *Date*
Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.

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.

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164 Gunnison, CO 81230
970-349-9400, www.allcountysurvey.com

EXHIBIT B
TO
DEDICATION OF PRIVATE UTILITY EASEMENT
(WILSON SUBDIVISION – FILING NO. 1)

Easement Area

To be attached.

EXHIBIT "__" – EASEMENT LAND DESCRIPTION

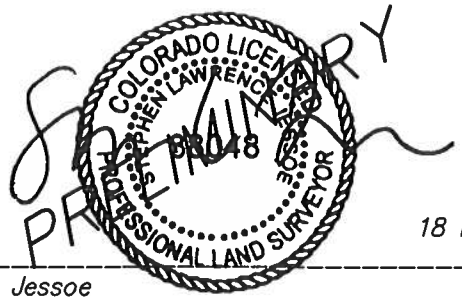
A strip of land situated within real property described by Warranty Deed recorded October 24, 2018 at Reception No. 656807 of the records of Gunnison County, Colorado, also being located in SW1/4 Section 25, T50N, R1W, N.M.P.M., being more particularly described as follows:

Commencing at the southwesterly boundary corner of said Warranty Deed recorded at Reception No. 656807, marked by a No.4 rebar and 1.5" plastic cap stamped "LS11250", thence along the westerly boundary line of said Warranty Deed N04°50'00"E a distance of 373.07' to a point along the southerly sideline of a 20' wide Sewer Line Easement recorded October 2, 2018 at Reception No. 656357, the true point of beginning; thence the following four (4) courses:

1) N04°50'00"E along the westerly boundary line of said Warranty Deed a distance of 20.06' to a point along the northerly sideline of said Sewer Line Easement; thence
2) S89°40'47"E along the northerly sideline of said Sewer Line Easement a distance of 50.00'; thence
3) S00°19'13"W a distance of 20.00' to a point along the southerly sideline of said Sewer Line Easement; thence
4) N89°40'47"W along the southerly sideline of said Sewer Line Easement a distance of 51.58' to the true point of beginning;

The sidelines of the herein described Easement shall be lengthened or shortened to commence and terminate on, and conform to the westerly boundary line of said Warranty Deed and the northerly and southerly sidelines of said Sewer Line Easement. The herein described Easement contains 0.02 acres, more or less. Basis of Bearing is based on a record bearing of N04°50'00"E between No. 4 rebar and 1.5" plastic cap monuments stamped "LS 11250" found at the southwesterly and northwesterly boundary corners of the subject parcel;

County of Gunnison,
State of Colorado.



18 February 2021

Stephen L. Jessoe *Date*
Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164 Gunnison, CO 81230
970-349-9400, www.allcountysurvey.com

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.

DEDICATION OF PUBLIC ACCESS AND UTILITY EASEMENTS

THIS DEDICATION OF PUBLIC ACCESS AND UTILITY EASEMENTS ("Dedication") is made to be effective as of the date it is executed below, as follows:

1. FACTS AND PURPOSES. The following facts and purposes pertain to this Dedication:

1.1 The Board of Governors of the Colorado State University System, acting by and through Colorado State University ("Grantor"), owns the land located in Gunnison County, Colorado, described on Exhibit A attached hereto and incorporated herein (the "Property").

1.2 Grantor has applied to the Board of County Commissioners of Gunnison County, Colorado ("Gunnison County"), to subdivide the Property into two parcels, a 3.51-acre parcel to be known as "Lot 1" and a 15.12-acre parcel to be known as "Lot 2," with said subdivision to be known as "Wilson Subdivision – Filing No. 1."

1.3 As a condition of approval of Wilson Subdivision – Filing No. 1, Gunnison County requires Grantor to dedicate a perpetual, non-exclusive, public access and utility easements on, over, through and across the Property in the location described on Exhibit B attached hereto and incorporated herein (the "Easement Area").

1.4 In furtherance of such objectives and conditions, Grantor desires to dedicate to the public at large the easement rights on, over and across the Easement Area as more particularly described herein upon the execution of this Dedication and final approval of the subdivision of the Property by Gunnison County. If subdivision of the Property is not granted, this Dedication is null and void.

2. DEDICATION OF PUBLIC ACCESS AND UTILITY EASEMENTS. Grantor hereby dedicates the following easements:

2.1 Access Easement. A perpetual, non-exclusive, public easement and right-of-way for a street or road and accompanying uses for pedestrian and motor vehicle access to be located, maintained, and replaced within the Easement Area to provide access to, from, and across the Property to the public and private roadways adjacent to and serving the Property.

2.2 Utility Easement. A perpetual, non-exclusive, public easement and right-of-way over and across the Easement Area for the purpose of establishing, maintaining, and replacing underground utility service lines therein, subject to the following terms and conditions;

2.3 Granting Authority and Reserved Rights. Grantor represents and warrants it is the owner of the Easement Area and has the authority and necessary power to execute and deliver this Dedication. The easements granted herein include the

right to grant easements or licenses to utility companies to use the Easement Area for the purpose of providing public utility services.

2.4 No Merger. The dominant and servient estates created by this Dedication of Public Access and Utility Easements shall not merge and shall be considered separate estates.

2.5 Non-Exclusive. The easements dedicated herein are non-exclusive, with Grantor hereby reserving the non-exclusive use of the easements dedicated herein, provided such use does not interfere with the dedicated easement rights granted herein. Similarly, Grantor may grant other easements within the Easement Area, so long use of the Easement Area is not unreasonably impaired.

2.6 Amendment. Use of the Easement Area for any purpose not specified herein shall require prior amendment of this Dedication, executed in the same manner as this Dedication.

2.7 Prior Rights. This Dedication is granted subject to all easements, rights-of-way, and other matters of record, and those previously granted and now in force and effect. Grantor makes no warranties or representations as to matters of title.

3. ADDITIONAL PROVISIONS.

3.1 Governmental Immunity. Notwithstanding any other provision of this Dedication, no term or condition of this Dedication shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other *provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the Grantor, its departments, agents, officials and employees is controlled and limited by the provisions of Section 24-10-101, *et seq.*, C.R.S. as now or hereafter amended, and the risk management statutes, Section 24-30-1501, *et seq.*, C.R.S. as now or hereafter amended.

3.2 Severability. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Dedication to the extent that the agreement of the parties is capable of execution.

3.3 Enforcement. Grantor acknowledges and agrees that Gunnison County on behalf of the public shall have the ability to bring any action to ensure the provisions of this Dedication are met.

3.4 Run With the Land. The easements, covenants, rights and agreements contained in this Dedication shall run with the land and shall apply to and bind the heirs, assigns and successors of Grantor.

The remainder of this page is intentionally left blank.

SIGNATURE PAGE
TO
DEDICATION OF PUBLIC ACCESS AND UTILITY EASEMENTS

IN WITNESS WHEREOF, The Board of Governors of the Colorado State University System, acting by and through Colorado State University, has subscribed their name this 14th day of June, 2021.

Lynn Johnson, Vice President for University Operations, Colorado State University

STATE OF COLORADO)
) ss.
County of Larimer)

The foregoing Dedication of Public Access and Utility Easements was acknowledged before me this 14 day of June, 2021, by Lynn Johnson, Vice President for University Operations, Colorado State University.

Witness my hand and official seal.
My commission expires: _____

TAMMY L. HUNT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874095695
MY COMMISSION EXPIRES JUNE 10, 2024

Notary Public

LEGAL REVIEW:
Office of the General Counsel

By: _____
Jason L. Johnson
General Counsel
Colorado State University System

EXHIBIT A
TO
DEDICATION OF PUBLIC ACCESS AND UTILITY EASEMENTS
(WILSON SUBDIVISION – FILING NO. 1)

Property

To be attached.

EXHIBIT "__" – LAND DESCRIPTION of ENCUMBERED PARCEL

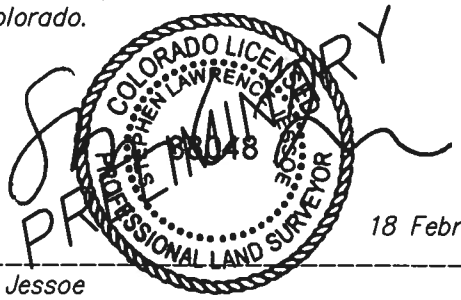
Real property described by Warranty Deed recorded October 24, 2018 at Reception No. 656807 of the records of Gunnison County, Colorado:

Township 50 North, Range 1 West, N.M.P.M.
Section 25: A tract of land situate in the SW1/4 of said Section 25, being more particularly described as follows:

Commencing at the southwest corner of said Section 25, (as marked by a private surveyor's brass cap monument); thence North 75°03'40" East 737.35 feet to the southwest corner of the land conveyed by deed from Virgil and Lee Spann to Kenneth and Edna Mae Eilebrecht, said deed recorded in Book 403 Page 242 of the Gunnison County Records, said corner being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1) North 04°50'00" East 2067.34 feet along the westerly boundary of said land;
2) South 89°51'00" East 30.10 feet along the South line of Tract 7–A of the Gunnison County District Court Rule and Order as described in Book 485 at page 495;
3) South 04°50'00" West 228.00 feet along the westerly boundary of property conveyed by deed from Eilebrecht to Mountain Valley Broadcasting Corporation, said deed recorded in Book 525 at page 806;
4) South 89°51'00" East 230.00 feet along the South line of said property;
5) North 04°50'00" East 228.00 feet along the easterly line of said property;
6) South 89°51'00" East 376.66 feet along the South line of Tract 7–A as described in Book 485 at page 495;
7) South 36°44'00" West 236.56 feet, following the westerly boundary of Parcel 7 of the Gunnison County District Court Rule and Order as described in Book 485 at page 495;
8) South 30°08'00" West 164.00 feet, continuing along said boundary;
9) Along the arc of a curve to the left a distance of 434.30 feet, said curve having a radius of 1235.85 feet and a long chord of
South 17°55'00" West 432.07 feet along said boundary;
10) South 07°05'30" West 99.50 feet along said boundary;
11) South 03°04'00" East 264.50 feet, following said boundary;
12) South 00°53'41" East 953.04 feet along said boundary;
13) West 470.96 feet to the POINT OF BEGINNING of the herein described tract,

County of Gunnison,
State of Colorado.



18 February 2021

Stephen L. Jessoe *Date*
Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.

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.

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164 Gunnison, CO 81230
970-349-9400, www.allcountysurvey.com

EXHIBIT B
TO
DEDICATION OF PUBLIC ACCESS AND UTILITY EASEMENTS
(WILSON SUBDIVISION – FILING NO. 1)

Easement Area

To be attached.

EXHIBIT "__" – EASEMENT LAND DESCRIPTION

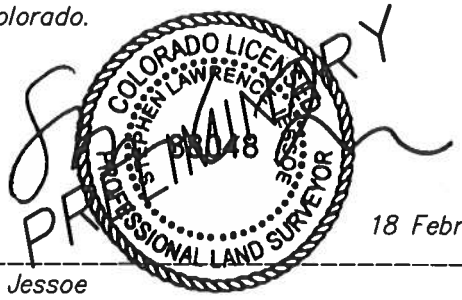
A strip of land situated within real property described by Warranty Deed recorded October 24, 2018 at Reception No. 656807 of the records of Gunnison County, Colorado, also being located in SW1/4 Section 25, T50N, R1W, N.M.P.M., being more particularly described as follows:

Commencing at the southwesterly boundary corner of said Warranty Deed recorded at Reception No. 656807, marked by a No.4 rebar and 1.5" plastic cap stamped "LS11250", thence along the westerly boundary line of said Warranty Deed N04°50'00"E a distance of 309.63' to a point along the southerly sideline of a 75' wide Power Line Easement recorded September 30, 1952 at Book 291 page 96, the true point of beginning; thence the following seven (7) courses:

1) N04°50'00"E along the westerly boundary line of said Warranty Deed a distance of 63.44' to a point along the southerly sideline of a 20' wide Sewer Line Easement recorded October 2, 2018 at Reception No. 656357; thence
2) S89°40'47"E along the southerly sideline of said Sewer Line Easement a distance of 179.86'; thence
3) N89°53'03"E along the southerly sideline of said Sewer Line Easement a distance of 237.15'; thence
4) S89°29'12"E along the southerly sideline of said Sewer Line Easement a distance of 16.72' to the easterly boundary line of said Warranty Deed; thence
5) S00°53'41"E along the easterly boundary line of said Warranty Deed a distance of 66.13' to the southerly sideline of a 75' wide Power Line Easement recorded June 12, 1952 at Book 291 page 24; thence
6) N89°32'01"W along the southerly sideline of said Power Line Easement recorded at Book 291 page 24 a distance of 154.17'; thence
7) N89°32'01"W along the southerly sideline of said Power Line Easement recorded at Book 291 page 96 a distance of 285.95' to the true point of beginning;

The sidelines of the herein described Easement shall be lengthened or shortened to commence and terminate on, and conform to the easterly and westerly boundary lines of said Warranty Deed, the southerly sideline of said Power Line Easement, and the southerly sideline of said Sewer Line Easement. Said Easement contains 0.65 acres, more or less. Basis of Bearing is based on a record bearing of N04°50'00"E between No. 4 rebar and 1.5" plastic cap monuments stamped "LS 11250" found at the southwesterly and northwesterly boundary corners of the subject parcel;

County of Gunnison,
State of Colorado.



18 February 2021

Stephen L. Jessoe *Date*
Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.

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.

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164 Gunnison, CO 81230
970-349-9400, www.allcountysurvey.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Development Improvements Agreement for Colorado St

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

DIA for development of the Wilson Subdivision, located at 1141 St. Hwy 135, into two new parcels Lot 1 (south)and Lot 2 (north) with one entrance providing access to both lots. Additional comment 12/13/21: DIA for CSU-Wilson subdivision, plat previously signed but not recorded because

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/14/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:
Per submitter, DIA for CSU-Wilson subdivision, plat previously signed but not recorded because needed to get easements and DIA signed, so that all documents (plat, easements and DIA) get recorded concurrently. CommDev and DCA should be able to answer any questions about this. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/14/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/16/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/21/2021

Revised April 2015

DEVELOPMENT IMPROVEMENTS AGREEMENT
FOR
COLORADO STATE UNIVERSITY – WILSON SUBDIVISION

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT ("Agreement") is entered into This _____ day of _____, 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 The Board of Governors of Colorado State University System, acting by and through Colorado State University, whose address is ("Developer").

1. Purpose. The Developer has submitted to Gunnison County the Developer's application for Land Use Change Permit No: 2020-00013 regarding the development of the existing Wilson Subdivision, located at 1141 State Highway 135 and consisting of approximately 18.6 acres, into two new parcels, Lot 1 the southern lot and Lot 2 the northern lot, with one entrance from State Highway 135 providing shared access to both lots (the "Project").

The Project is located within the Southwest 1/4, Section 25, Township 50 North, Range 1, West N.M.P.M., County of Gunnison, State of Colorado, as identified on the plat titled *Plat of Wilson Subdivision – Filing No. 1, Located in SW1/4 Section 25, T50N, R1W, N.M.P.M. County of Gunnison, State of Colorado* prepared by Stephen Jessoe, P.L.S., All County Survey Inc., dated February 17, 2021 and recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on _____, 2021, bearing Reception No: _____

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 (the "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: 2020-00013 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: 2020-00013, as legal and valid and waives any defect therein.

3. Construction.

A. The Developer agrees to complete construction of Improvements as identified in paragraph 7 below within the Project in the locations and in accordance with the specifications as identified in paragraph 7 herein, by no later than October 31, 2022. 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 deadlines 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.

4. Estimated Cost. The total cost of the Improvements to be constructed by the Developer is estimated currently to be One Hundred Thirty-Six Thousand, Five Hundred and Seven and 50/100 U.S. Dollars ($136,507.50) 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 Seventy Thousand, Six Hundred Thirty-Four and 38/100 U.S. Dollars ($170,634.38) 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 3.C 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 Seventy Thousand, Six Hundred Thirty-Four and 38/100 U.S. Dollars ($170,634.38), 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 7.C.

6. Certification.

A. Not later than November 30, 2022, a registered Colorado engineer retained by the Developer at its expense shall certify to Gunnison County whether the Developer's construction obligations regarding the Improvements, excluding construction of Phase 2 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.
B. Not later than December 16, 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 shall include, but not be limited to:

1. Those improvements described and illustrated in the following plans:

   a. *Plat of Wilson Subdivision – Filing No. 1, Located in SW1/4 Section 25, T50N, R1W, N.M.P.M. County of Gunnison, State of Colorado,* prepared by Stephen Jessoe, P.L.S., All County Survey Inc., dated February 17, 2021; and

   b. *Gunnison Highway 135 Access Permit*, prepared by Kimley Horn, dated June 3, 2019; and

   c. *CSU-Gunnison Sanitary Sewer Plans Township 50 North, Range 1 West, N.M.P.M*, prepared by Kimley Horn, dated September 15, 2021; and

   d. *Landscape and Drainage Plan*, prepared by Colorado State University Facilities Management, dated September 14, 2021; and

2. Colorado Department of Transportation Access Permit No. 319030; and

3. All items identified in the opinion of probable cost titled: *CSU Gunnison – CDOT Access*, prepared by Kimley Horn & Associates, Inc., dated September 14, 2021, attached hereto and incorporated

herein by reference as Appendix A; and

4. All items identified in the opinion of probable cost titled: *CSU Gunnison – Sanitary Sewer Plans*, prepared by Kimley Horn & Associates, Inc., dated September 14, 2021, attached hereto and incorporated herein by reference as Appendix B; and

5. All items identified in the cost opinion titled: *CSFS Gunnison Landscape*, attached hereto and incorporated herein by reference as Appendix C; and

6. The terms and conditions of the Reclamation Permit for CSU-Wilson Subdivision, also including noxious weed control to the satisfaction and approval of the Gunnison County Weed Coordinator; and

7. Those conditions cited by the Planning Commission and approved by the Board of County Commissioners of the County of Gunnison, Colorado for Land Use Change Permit No: 2020-00013.

B. The conditions of this Agreement and Land Use Change Permit No: 2020-00013 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 7.C 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 completion and acceptance by Gunnison County of Improvements, 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 Thirty-Four Thousand One Hundred Twenty-Six and 88/100 U.S. Dollars ($34,126.88), equal to twenty percent (20%) of the security, for up to one year following the acceptance of Improvements, as security to ensure such repair and replacement.

In addition, Gunnison County shall have the right to retain all of the Landscaping and Reclamation costs plus 25% contingency in the amount of Six Thousand Four Hundred Fifty-Five and 63/100 U.S. Dollars ($6,455.63) for a two-year period after completion of initial reclamation efforts to ensure the disturbed areas have been reclaimed to Gunnison County's satisfaction.

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 certification by Developer's engineer stating the estimated cost of remaining completion; upon receipt of 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 plus 25 percent of the original estimated cost of the Improvements; and (b) all the estimated costs of all of the Reclamation; and shall release the balance of all security held by Gunnison County.

Without limiting the generality of the foregoing provision, Gunnison County shall make a partial release of the security upon acceptance of the Improvements, in accordance with paragraph 6.A.I., above. The amount released shall be the full security, less the amounts that Gunnison County has reserved the right to retain in paragraph 7.C, above, such amounts to be released in accordance with paragraph 7.C, above.

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 pursuant to Section 10 below. In the event the Developer does not remedy such default to the satisfaction of Gunnison County within fourteen (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, mailed by registered or certified mail, return receipt requested or by facsimile communication 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:	The Board of Governors of Colorado State University System c/o Colorado State University Facilities Management; Attn: David Hansen 251 Edison Drive Fort Collins, CO 80523
With a copy to:	Colorado State University System Office of General Counsel 555 17th Street Suite 1000 Denver, CO 80202

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, and further represents and warrants, that the undersigned individual has full power and authority to enter into this Agreement. 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 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

[Signature Page Follows]

[Signature Page to Development Improvements Agreement]

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

The Board of Governors of Colorado State University System
Acting by and through Colorado State University

By: _____
Lynn Johnson, Vice President for University Operations

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 13th day of December, 2021, by Lynn Johnson, Vice President for University Operations, Colorado State University, Developer herein.

Witness my hand and seal.
My commission expires: 7/8/2025.

VIVIAN YUKO WANG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214027358
MY COMMISSION EXPIRES JULY 8, 2025

Vivian Yuko Wang
_____
Notary Public
Address: 2746 Silver Fox Rd.
Fort Collins, CO 80526

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: GOCO Grant Application Completed Form

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Resolution supporting GOCO grant application for CB to CB South multimodal path

Fiscal Impact: 35000

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/15/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/15/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/16/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 12/21/2021

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2021 - ___

A Resolution Supporting the Grant Application for a Planning and Capacity Grant from the State Board of the Great Outdoors Colorado Trust Fund.

WHEREAS, the Gunnison County Board of Commissioners supports the Great Outdoors Colorado grant application for the Gunnison County planning and capacity application on behalf of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee. Gunnison County supports the completion of the project.

WHEREAS, Gunnison County has requested $98,750 from Great Outdoors Colorado to plan a multimodal access path from Crested Butte South to the Town of Crested Butte.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE GUNNISON COUNTY BOARD OF COMMISSIONERS THAT:

1. The Gunnison County Board of Commissioners strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.
2. The Gunnison County Board of Commissioners strongly supports the completion of the project.
3. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
4. The Gunnison County Board of Commissioners recognizes that as the recipient of a Great Outdoors Colorado Local Government grant the project site(s) must provide reasonable public access.
5. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the designated Official to sign the grant agreement with Great Outdoors Colorado.

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

INTRODUCED by Commissioner _____, seconded by Commissioner_____, and adopted on this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

ATTEST:

_____

Gunnison County Clerk and Recorder

PROJECT BUDGET

	Source of Funds	Date Secured		GOCO Funds	Applicant	Partner Funds	Total Funding
CASH							
	GOCO Planning Grant	Mar-22		$66,000.00			$66,000.00
	Gunnison County	Dec-21			$33,000.00		$33,000.00
	Met Rec	Nov-21				$10,000.00	$10,000.00
	Town of Crested Butte	Dec-21				$2,000.00	$2,000.00
	Crested Butte South POA	Nov-21				$1,500.00	$1,500.00
	CBMBA	Nov-21				$1,000.00	$1,000.00
	TAPP	Nov-21				$1,500.00	$1,500.00
IN-KIND							
	Gunnison County	Nov-21			$23,740.00		$23,740.00
	Met Rec	Nov-21				$2,500.00	$2,500.00
	Town of Crested Butte	Dec-21				$2,000.00	$2,000.00
TOTAL SOURCE OF FUNDS				**$66,000.00**	**$56,740.00**	**$20,500.00**	**$143,240.00**

CASH	Use of Cash Funds	# of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Design							
TBD	Final trail design-40% Engineer Drawings			$45,000.00	$25,000.00	$11,500.00	$81,500.00
Public Engagement							
TBD	Public meetings, surveys, summary report			$5,000.00	$5,000.00	$4,500.00	$14,500.00
Owner's Representative	Charlier and Associates			$10,000.00	$5,000.00		$15,000.00
Project Management							
Gunnison County	Stewardship Coordinator	110.00	$55.00	$6,000.00			$6,000.00
USE OF FUNDS - CASH SUBTOTAL				**$66,000.00**	**$35,000.00**	**$16,000.00**	**$117,000.00**

IN-KIND	Use of In-Kind Funds	# of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Project Management							
Gunnison County	Community Development Director	100.00	$88.00		$8,800.00		$8,800.00
	Public Works Director	80.00	$95.00		$7,600.00		$7,600.00
	Stewardship Coordinator	90.00	$55.00		$4,950.00		$4,950.00
Category							
Public Engagement	Town of Crested Butte - Staff Time	50.00	$40.00			$2,000.00	$2,000.00
	Met Rec - Staff Time	50.00	$50.00			$2,500.00	$2,500.00
Category							
vendor/service provider							$0.00
Category							
vendor/service provider							$0.00
USE OF FUNDS - IN-KIND SUBTOTAL					**$21,350.00**	**$4,500.00**	**$25,850.00**

Contingency - up to 10% (not required, cannot be GOCO funds)	GOCO Funds	Applicant	Cumulative	Total Funding
Contingency				$0.00
USE OF FUNDS - CONTINGENCY SUBTOTAL		**$0.00**	**$0.00**	**$0.00**

TOTAL PROJECT COST	**$66,000.00**	**$56,350.00**	**$20,500.00**	**$142,850.00**
Remember: the Total Project Cost row must equal the Total Source of Funds row				

MATCH SUMMARY	Actual
Overall Match (% based on total cost)	54
Overall Match ($ based on total cost)	$76,850.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding between Hinsdale Count

Action Requested: Other Board of Human Services

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Signatures needed for Prowers County to cover after hours and holiday Hot Line calls for child and adult protection calls. Gunnison would still respond as needed

Fiscal Impact:

Submitted by: Marilyn Cheever **Submitter's Email Address:** marilyn.cheever@state.co.us

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/13/2021

County Attorney Review: (•) Required ( ) Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: Discharge Date: 12/8/2021 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/14/2021

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/21/2021

Revised April 2015

MEMORANDUM OF UNDERSTANDING
Between
GUNNISON COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County'), and Gunnison County, Colorado ("Gunnison County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Gunnison County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Gunnison County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Gunnison County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Gunnison County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Gunnison County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Gunnison County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1 2022 for the period of 12 months, ending December 31, 2022.
   b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
   a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
   b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
   a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 "Other CW" calls will equal 1 report.

   a. Projected numbers of Program Area 5, Program Area 4, Institutional, "Other CW", and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Gunnison County is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Gunnison County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Gunnison County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Gunnison County may request. Gunnison County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Gunnison County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2022 – Dec 2022	36
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	36
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	0
Rate per Report	$ 23.00
Estimated Investment for C/W Reports	$ 0.00
Estimated number of APS reports Jan 2022 – Dec 2022	0
Rate per APS Report	$ 23.00
Estimated Investment for APS reports	$ 0.00
Total Investment for Call Coverage services	$ 0.00

6. Gunnison County will be billed quarterly for actual number of reports taken, less the allotted reports 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN GUNNISON COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Gunnison County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Gunnison County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Gunnison County. After-Hours is defined as any time outside of normal business operating hours, including week-ends and holidays.
2. All next step decisions regarding Hotline call records will be left to the discretion of Gunnison County. Gunnison County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Gunnison County's Trails Inbox. HCCC will notify Gunnison County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume

7 Rules). It will be the responsibility of Gunnison County to check the pending queue and manage the final disposition of all records.

a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Gunnison County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Gunnison County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Gunnison County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Gunnison County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Gunnison County main Department of Human Services number. Gunnison County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Gunnison County, HCCC will transfer the call to an Gunnison County on-call designee. If the Gunnison County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Gunnison County will confirm receipt and update in the THA.
   a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
   b. Notification to Gunnison County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIILITIES OF GUNNISON COUNTY

1. Gunnison County will provide an updated list of on-call Gunnison County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is the Gunnison County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Gunnison County will notify the HCCC of any special circumstances where Gunnison County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Gunnison County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Gunnison County.

GENERAL PROVISIONS

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2022 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2023 providing for payment of such obligations. Gunnison County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Western Regional Emergency Medical & Trauma Advisory Council (WRETAC); Crested Butte Fire Protection District; for paging equipment; $7,500

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached.

Fiscal Impact:

Submitted by: Katherine Haase for WRETAC **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/13/2021

County Attorney Review: ( ) Required (●) Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/16/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 12/21/2021

Revised April 2015

Melanie Bollig

From: Melanie Bollig
Sent: Friday, December 10, 2021 3:21 PM
To: Katherine Haase
Subject: Fw: WRETAC funding request
Attachments: cover letter for grant.docx; WRETAC request.pdf

From: Robert Weisbaum <rweisbaum@cbfpd.org>
Sent: Thursday, December 9, 2021 1:23 PM
To: Melanie Bollig
Subject: WRETAC funding request

[EXTERNAL SENDER - USE CAUTION]

Hi Melanie,

Can you please get the attached file to Matthew Birnie for approval and signature?

Thank you

Robert Weisbaum NRP, FP-C, MPO
EMS & Fire Chief
Chief Operating Officer
(970)349-5333 ext 3

The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

CRESTED BUTTE FIRE PROTECTION DISTRICT

306 MAROON AVENUE ● P.O. BOX 1009
CRESTED BUTTE, CO 81224
(970) 349-5333
FIRE FAX: (970) 349-3420 ● EMS FAX: (970) 349-0438
WEBSITE: WWW.CBFPD.ORG

The Crested Butte Fire Protection District has been improving its' communications capabilities over the last couple years in an effort to modernize our aging fleet of radios. It is critical to emergency services to have functional and reliable equipment to ensure uninterrupted communications with our dispatch center and within our organization. CBFPD was the last county organization to transition to 800 mhz radios. We continue to upgrade our equipment slowly as this is quite expensive. CBFPD has always relied on Grant funds to assist in the acquisition of new equipment. These radios are the same model as the ones purchased previously. These radios are dual band radios therefore it eliminates the need for 2 separate radios. Additionally, they are beneficial as they provide an emergency notification button that alerts our own ranks as well as dispatch in the event of an emergency. We have budgeted $15,000 towards radio and paging equipment for 2022. The WRETAC funding provides the opportunity to have leftover funds towards the purchase of additional pagers. Without the grant funds, we would be limited in our purchases for 2022.

Thank you for your consideration and support.

Robert Weisbaum
EMS & Fire Chief

Western Regional Emergency Medical & Trauma Advisory Council (WRETAC)

Regional Systems Development Application

WRETAC Mailing address:

WRETAC
PO Box 39
Delta, CO 81426

EMAIL TO: danny@wretac.org

***** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.***

Overview

WRETAC receives annual base funding from CDPHE. Each year, the WRETAC Board of Directors assesses the biennial plan goals and fiscal budget for the following year. At that time, the board assesses the option to provide each county in the WRETAC (Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel) with Systems Development EMTS *(Emergency Medical & Trauma Services/ Hospitals)* funding opportunity. ***The funding amount is based on the approval of the WRETAC Board of Directors and it is subject to change in the future. The grant and/or amount is NOT statutorily driven.***

The WRETAC Board of Directors has developed the process, evaluation, and management of the six-county funding opportunities. The Board includes the County Commissioner-appointed representatives from each of the member counties and a representative from Delta-Montrose Technical College.

The following WRETAC Systems Development funding **application** is open to **3 applications per county (Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel) annually.**

The application forms will be distributed to each appointed county representative on the WRETAC Board of Directors.

Eligible WRETAC Counties that apply for funding shall focus on system development activities within the Colorado EMTS 15 components that demonstrate progressive improvement of the EMTS county system. WRETAC encourages counties to work towards aligning and/or participating in the identified WRETAC Biennial plan goals/priorities. Each county commissioner-appointed WRETAC Board of Directors representative shall communicate and collaborate with their respective EMTS county stakeholders in submitting their application requests.

Each county application shall be endorsed and/or acknowledged by the respective Board of County Commissioners OR THEIR DESIGNEE as a recognition that this application is submitted on behalf of the county and not one individual agency/organization. Please assure that a current copy of the resolution that denotes this delegation is on file with the WRETAC.

*** Please read the full application. As each year there are often changes in requirements, due dates and deliverables.

Please contact the WRETAC office and/or the county representatives for questions.

Thank you!
WRETAC BOD

***** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.***

INCLUSIONS AND EXCLUSIONS

Systems Development funding expenditures

A. Inclusions for funding include the following expense items that relate to the Colorado 15 EMTS components (Must be EMTS development & improvement).

WRETAC Counties that apply for funding shall focus on system development activities within the Colorado EMTS 15 components that demonstrate progressive improvement of the EMTS county system. WRETAC encourages counties to work towards aligning and/or participating in the current WRETAC Biennial plan goals/priorities.

1. INTEGRATION OF HEALTH SERVICES
2. EMTS RESEARCH
3. LEGISLATION AND REGULATION
4. SYSTEM FINANCE
5. HUMAN RESOURCES
6. EDUCATION SYSTEMS
7. PUBLIC ACCESS
8. COMMUNICATIONS SYSTEMS
9. MEDICAL DIRECTION
10. CLINICAL CARE
11. MASS CASUALTY SYSTEMS
12. PUBLIC EDUCATION
13. PREVENTION
14. INFORMATION SYSTEMS
15. EVALUATION

B. Exclusions (may not be limited to the below):

1. Supplanting funds previously allocated by the county or provider agencies for emergency medicine and trauma services.

2. Expenditure for equipment or services that are not directly related to planning, coordination, regulation or provision of emergency medical and trauma services. In addition, expenditure does not afford any direct improvement or maintenance of existing systems.

3. Salaries for personnel that do not have responsibility for planning, coordination, or regulation of emergency medical and trauma services, including both medical and non-medical aspects, included in their written job description.

4. These funds cannot be used as cash match for state EMTS Provider grants; CREATE grants or other programs funded through the HUTF EMS Account.

C. Applications:

1. Applications will be submitted by the county-appointed WRETAC Board member(s) to the WRETAC Coordinator for distribution to the Board at least 14 days prior to the November, February and/or May meetings. Applications submitted at the May meeting may include the application for the final disbursement of the year on June 30.

2. Any funds not expended by the applicant during the fiscal year will be returned to the WRETAC treasury for re-allocation. In special circumstances, the applicant may submit a plan & request, to the WRETAC Board, to carry over unused granted funds for the following year.

3. The APPLICATION consists of pages _5_ through _10_ of this document along with a cover letter identifying the applicant organization and a brief description of the project for which funding is being requested.

***** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.***

WRETAC Regional Systems Development Policy and Application

County applying for funds: Gunnison

Date of application: 12/7/21 Date/time of submission: _____ via: _____

Individual and Organization responsible for receiving and disbursing funds, financial record-keeping and reporting	
Name: Sean Caffrey	
Organization: Crested Butte Fire Protection District	**Title:** CEO
Mailing Address: PO box 1009	**Town/City/Zip:** Crested Butte, CO 81224
Phone: (970)349-5333 ext 1	**E-mail:** scaffrey@cbfpd.org

County appointed WRETAC Representative	
Name: Robert Weisbaum	
Mailing Address: PO box 1009	**Town/City/Zip:** Crested Butte, CO 81224
Phone: (970)349-5333 x 3	**E-mail:** rweisbaum@cbfpd.org

Agency & Individual responsible for the application	
Name: Robert Weisbaum	
Organization: Crested Butte Fire Protection District	**Title:** EMS & Fire Chief
Mailing Address: PO box 1009	**Town/City/Zip:** Crested Butte, CO 81224
Phone: (970)349-5333 x 3	**E-mail:** rweisbaum@cbfpd.org

***** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.***

WRETAC County SYSTEM DEVELOPMENT ACTIVITY

Please describe below all of the EMTS System Improvements participation, projects or programs your county is planning to commit to. Describe the project/ programs associated with the funding request. If no system improvement is being made for a particular component area, leave it blank. Please see the FY2019-2021WRETAC Biennial Plan (or the current plan) as a resource for priority systems improvement components, it may be found under Planning at WRETAC.ORG

I. INTEGRATION OF HEALTH SERVICES

2. EMTS RESEARCH

3. LEGISLATION AND REGULATION

4. SYSTEM FINANCE

5. HUMAN RESOURCES

6. EDUCATION SYSTEMS

7. PUBLIC ACCESS

8. COMMUNICATIONS SYSTEMS

9. MEDICAL DIRECTION

10. CLINICAL CARE

11. MASS CASUALTY SYSTEMS

12. PUBLIC EDUCATION

13. PREVENTION

14. INFORMATION SYSTEMS

15. EVALUATION

***** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.***

County application questions

1) Please describe how the county works to ensure participation from all EMTS stakeholders *(prehospital through trauma center hospitals*) to ensure collaborative efforts in planning and systems improvement.

The county agencies have already changed their radio communication platform to an 800mhz system with the exception of CBFPD. In order to maintain consistency throughout the county, we are making the change to better improve our methods of radio transmissions between all agencies.

2) Please describe the county's or agency's fiscal plan of sustainability for the project described in this application.

CBFPD has budgeted $20,000 towards the purchase of 800mhz radios and pagers for 2022. With the addition of WRETAC funds, this will allow us to purchase a additional radios we need as we continue our transition to a primary 800mhz system.

***** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.***

WRETAC Systems Development Funding Requested Budget

AMOUNT of Systems Development Funds requested: $ 7500
(Maximum allotment is $15,000 per county available at $3,750 per quarter.
MUST be spent or encumbered by July 15, of the fiscal year)

MATCHING FUNDS (if any): $ 8969

Approved ROLLOVER from prior year $ _____
NOTE: Funding cannot be carried forward or rolled over into the next year's funding, unless the WRETAC Board has reviewed and approved a PLAN requiring the carry-over request. Please account for any approved carry-over funding from previous year in this budget submittal.

WRETAC System Development Funding Budget Request

Item #	Component category	Type of Expenditure (specific item)	Budget request Amount ($)
8	communication systems	kenwood VP900 Dual Band	7500
		Total Amount Requested:	7500

- ***Other Budget document (QB, Excel) may be submitted as alternate document but, must include components of this table***

***** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.***

Western Regional Emergency Medical & Trauma Advisory Council (WRETAC) Funding Agreement

For the purpose and use of the WRETAC Regional Systems Development funds awarded for calendar year:

I, Robert Weisbaum, as a representative of

Crested Butte Fire Protection District (Organization), do hereby

agree to the following terms of the WRETAC Systems Development Grant:

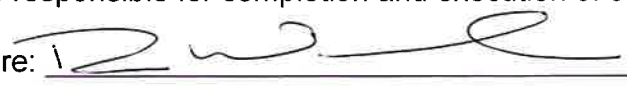
1. **The funds received through this grant will only be used as outlined in the grant application request and may only be changed with prior approval from the WRETAC Board of Directors. Changes must be reported using this application form.**

2. **Deliverables and deadlines will be required of each agency, facility, and/or organization that receives funding. Failure to comply may delay or discontinue funding or result in request to return funding.**

3. **Unless the WRETAC Board has reviewed and approved an application with a request for advance payment, this is a reimbursement grant. Funds will be disbursed to the requesting county/agency based on well-documented invoices and receipts.**

4. **I attest to the fact that information contained in the financial section is accurate and that the county or assigns has documentation for all expenditures:**

By signing this form, you agree to abide by all the above terms within this application. You are responsible for completion and execution of said deliverables:

Signature: 

Organization: CBFPD Title: EMS & Fire Chief

County: Gunnison

Date: 12/9/2021

***** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.***

Western Regional Emergency Medical & Trauma Advisory Council (WRETAC)
County representation validation

For the purpose and use of the WRETAC Regional Systems Development funds awarded for this year, either demonstrate respective County Commissioner acknowledgement of funding request (sign below) **OR** attached County resolution or other document that demonstrates authority for applicant to represent the County on EMTS funding requests & allocation:

I, _____(Print), as a

County Commissioner of _____(County) do

hereby deem the applicant represents _____ County on the WRETAC Regional Systems Development funding request for Emergency Medical & Trauma Service Systems.

Signature: _____

County Title: _____

Date: _____

***** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.***

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Release of Development Improvements Agreement for

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Gunnison County is to release the DIA for Skyland Filing III, Phase II, a subdivision of twelve single residential lots.

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Finance Dept is holding a performance bond in the amount of $773,951.25 in a safe.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/7/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/7/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/14/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/21/2021

Revised April 2015

RELEASE OF DEVELOPMENT IMPROVEMENT AGREEMENT FOR
SKYLAND FILING III, PHASE II

This Release of Development Improvements Agreement ("Release") is executed this ____ day of _____, 2021, by the Board of County Commissioners of the County of Gunnison, CO ("Gunnison County") and GP Crested Butte Holdings, LLC, a Delaware limited liability company ("GP Holdings") regarding that certain Development Improvements Agreement, dated November 18, 2004 and recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado, on December 29, 2004, bearing Reception No. 549685 ("DIA"), as amended by the following:

1. General Warranty Deed conveying real property and development rights pursuant to the DIA from N.D. Enterprises, LLC to GK Investments, LLC, recorded in the Office of the Clerk and Recorder of Gunnison County, Colorado on July 14, 2005, bearing Reception No. 549684;

2. Addendum to DIA recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on June 4, 2008, bearing Reception No. 584252 ("First Addendum");

3. Second Addendum to DIA, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 14, 2010, bearing Reception No. 598461("Second Addendum");

4. Third Addendum to DIA, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on January 1, 2012, bearing Reception No. 610758 ("Third Addendum");

5. Fourth Addendum to DIA, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on November 15, 2013, bearing Reception No. 623860 ("Fourth Addendum");

6. Fifth Addendum to DIA, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on January 11, 2017, bearing Reception No. 644311 ("Fifth Addendum");

7. Assignment of Development Rights from GK Investments, LLC to GP Holdings, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on December 27, 2019, bearing Reception No. 664240 ("Assignment"); and

8. Sixth Addendum to DIA, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on December 27, 2019, bearing Reception No. 664275 ("Sixth Addendum").

The DIA was entered into pursuant to the approval of Land Use Change No. 2002-56 for the development of Skyland Filing III, Phase II, a subdivision consisting of twelve (12) single family residential lots (Lots 184 through 195) as identified on the plat titled "Final Plat Skyland-Third Filing, Phase II located in the NE1/4NW1/4 & NE1/4 of Section 1, Township 14 South, Range 86 West of the Sixth Principal Meridian, County of Gunnison, State of Colorado" recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on December 29, 2004, bearing Reception No. 549684.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Gunnison County does release the DIA, pursuant to paragraphs 5 of the DIA, and subject to the following terms and conditions:

1. Security. Gunnison County holds a Subdivision Improvements Performance Bond in the amount of SEVEN HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED FIFTY-ONE AND 25/100 US DOLLARS ($773,951.25) as adequate surety pursuant to paragraph 5 of the DIA, the amount which was amended in paragraph 2 of the First Addendum, further amended in paragraph 1 of the Third Addendum and further amended by the Revised Opinion of Probable Costs dated September 18, 2019 done by SGM Inc. that was submitted with the Sixth Addendum by GP Holdings ("Security"). The Security shall be released to GP Holdings upon (a) the recording of this Release with the Office of the Clerk and Recorder of Gunnison County; (b) the mutual execution of that certain Public Improvements and Acceptance Agreement of even date herewith by and between Skyland Metropolitan District ("Skyland Metro") and GP Holdings (the "Skyland Acceptance Agreement"); and (c) GP Holdings' provision of a warranty bond and cash deposit in accordance with and pursuant to Paragraphs 2.d and 2.e of the "Skyland Acceptance Agreement".

2. Inspection and Acceptance of Improvements. The public infrastructure completed pursuant to the DIA ("Improvements") will be inspected by Skyland Metro, accepted by Skyland Metro, and conveyed from GP Holdings to Skyland Metro pursuant to and in accordance with the Skyland Acceptance Agreement.

3. Reclamation and Final Punch List Items. Any outstanding work on Improvements to be completed by GP Holdings, including site revegetation and restoration ("reclamation"), retention of reclamation funds for a two-year period as permitted under paragraph 7.C of the DIA, and completion of any remaining punch list items, will be overseen by, and will be at the discretion of, Skyland Metro.

4. Release. GP Holdings shall not seek any financial assistance with respect to the Improvements, reclamation work or remaining punch list items from Gunnison County, and GP Holdings hereby indemnifies Gunnison County from and against any such claims for financial assistance by Skyland Metro. GP Holdings hereby release and hold

Gunnison County harmless from any liability for the Improvements, reclamation work, and remaining punch list items, and GP Holdings hereby indemnifies Gunnison County from any liability for the Improvements, reclamation work, and remaining punch list items.

5. Certification. As required by paragraph 6 of the DIA, GP Holdings has provided certification from a registered engineer that all Improvements contemplated by the DIA have been fully and faithfully performed according to the specifications and an affidavit that the completed Improvements have been paid for, attached as Appendix A.

6. Authority. The parties hereto expressly represent and warrant that they are the parties to the DIA and have been duly authorized and empowered to enter into this Release. Each party acknowledges that it has had a sufficient opportunity to consult with and receive the advice of an attorney concerning this Agreement.

7. Governing Law. This Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado. The parties agree that any law or rule that provides that an ambiguity within a document will be interpreted against the party drafting such document shall not apply to this Agreement.

8. Counterparts, Facsimile Transmission. This Release may be executed by facsimile and 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 a single instrument binding on the parties as though originally executed on one document. Facsimile counterparts shall be promptly followed with delivery of the original executed counterpart.

9. Miscellaneous.

    a. SEVERABILITY. If any clause or provision of this Release 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 Release 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 Release is, or shall be construed to be, a waiver, in whole or part, by Gunnison County or of Skyland Metro of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

APPROVED this ____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

GP CRESTED BUTTE HOLDINGS, LLC
a Delaware limited liability company

By: _____
Steve Towle, Authorized Signatory

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by Steve Towle of GP Crested Butte Holdings, LLC, a Delaware limited liability company.

Witness my hand and seal.
My commission expires: _____.

_____
Notary Public
Address:

SEE ATTACHED CA NOTARY SHEET

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On November 24, 2021 before me, Connor J. Houle, Notary Public
(insert name and title of the officer)

personally appeared Steve Towle,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity~~(ies)~~, and that by his/her/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CONNOR J. HOULE
Notary Public - California
Los Angeles County
Commission # 2363375
My Comm. Expires Jun 29, 2025

Signature _____ (Seal)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Budget Action: 1.Resolution; Amending the Gunniso

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Amendment to the 2021 Budget for: 1) County and 2) Marketing District, and 3) Housing Authority

Fiscal Impact:

Submitted by: Juan Guerra **Submitter's Email Address:** jguerra@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 6

Agenda Date: 12/21/2021

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2021-__

A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2021 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2021 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. General Fund. The revenues are increased in the amount of $2,327,920 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $1,253,521 as detailed by account number on Appendix A attached.
2. Road and Bridge Fund. The expenditures are increased in the amount of $636,530 as detailed by account number on Appendix A attached.
3. Human Services Fund. The revenues are increased in the amount of $2,485,063 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $2,496,707 as detailed by account number on Appendix A attached
4. Public Health Fund. The revenues are increased in the amount of $1,439,600 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $1,397,136 as detailed by account number on Appendix A attached.
5. Conservation Trust Fund. The expenditures are increased in the in the amount of $13,960 as detailed by account number on Appendix A attached.
6. Debt Service Fund. The revenues are increased in the amount of $422,267 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $1,820,156 as detailed by account number on Appendix A attached.
7. Airport Operations Fund. The revenues are increased in the amount of $3,000,844 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $3,722,006 as detailed by account number on Appendix A attached.
8. Sales Tax Fund. The revenues are increased in the amount of $773,208 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $431,299 as detailed by account number on Appendix A attached.
9. Sage Grouse Fund. The expenditures are increased in the amount of $10,510 as detailed by account number on Appendix A attached.
10. Airport Construction Fund. The revenues are increased in the amount of $3,153,207 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $6,088,297 as detailed by account number on Appendix A attached.
11. Capital Expenditures Fund. The revenues are increased in the amount of $3,387,372 as detailed by account number on Appendix A attached. The expenditures are

increased in the amount of $3,189,652 as detailed by account number on Appendix A attached.

12. Sewer Fund. The expenditures are increased in the amount of $58,935 as detailed by account number on Appendix A attached.
13. Water Fund. The revenues are increased in the amount of $236,126 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $229,200 as detailed by account number on Appendix A attached.
14. Internal Service Fund I. The expenditures are increased in the amount of $63,000 as detailed by account number on Appendix A attached.
15. Internal Service Fund II. The expenditures are increased in the amount of $30,644 as detailed by account number on Appendix A attached.
16. Internal Service Fund III. The revenues are increased in the amount of $127,340 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $60,774 as detailed by account number on Appendix A attached.
17. RTA Fund. The revenues are increased in the amount of $2,747,950 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $2,327,580 as detailed by account number on Appendix A attached.
18. GVH Fund. The revenues are increased in the amount of $1,089,376 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $231,049 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the County, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2020-39 and 2020-40 respectively - for Gunnison County for the fiscal year beginning January 1, 2021 and ending December 31, 2021; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Elizabeth Smith, Commissioner

Attest:

_____
Deputy County Clerk

Gunnison County
2021 Budget Amendment Details
New, not previously reviewed & Reviewed by County Manager
To Be Approved 12/21/2021

	Approved by CM	Not Reviewed by CM	Net
Genearl Fund			
Revenues	$ (246,774)	$ (2,081,146)	$ (2,327,920)
Expenditures	$ 520,476	$ 733,045	$ 1,253,521
Road & Bridge			
Revenues	$ -	$ -	$ -
Expenditures	$ 100,000	$ 536,530	$ 636,530
Human Services Fund			
Revenues	$ (1,258,370)	$ (1,226,693)	$ (2,485,063)
Expenditures	$ 1,258,370	$ 1,238,337	$ 2,496,707
Public Health Fund			
Revenues	$ (751,134)	$ (688,466)	$ (1,439,600)
Expenditures	$ 714,570	$ 682,566	$ 1,397,136
Conservation Trust Fund			
Revenues	$ -	$ -	$ -
Expenditures	$ -	$ 13,960	$ 13,960
Debt Service Fund			
Revenues	$ 672,813	$ (1,095,080)	$ (422,267)
Expenditures	$ 420,886	$ 1,399,270	$ 1,820,156
Airport Operations Fund			
Revenues	$ (500,844)	$ (2,500,000)	$ (3,000,844)
Expenditures	$ 924,156	$ 2,797,850	$ 3,722,006
Sales Tax Fund			
Revenues		$ (773,208)	$ (773,208)
Expenditures		$ 431,299	$ 431,299
Sage Grouse Fund			
Revenues		$ -	$ -
Expenditures		$ 10,510	$ 10,510
Airport CIP Fund			
Revenues	$ (1,153,207)	$ (2,000,000)	$ (3,153,207)
Expenditures	$ 1,153,207	$ 4,935,090	$ 6,088,297
Capital Expenditure Fund			
Revenues	$ (833,902)	$ (2,553,470)	$ (3,387,372)
Expenditures	$ 833,902	$ 2,355,750	$ 3,189,652
Sewer Fund			
Revenues	$ -	$ -	$ -
Expenditures	$ 56,495	$ 2,440	$ 58,935

Water Fund						
Revenues	$	(118,266)	$	(117,860)	$	(236,126)
Expenditures	$	97,770	$	131,430	$	229,200
ISF I Fund						
Revenues	$	-	$	-	$	-
Expenditures	$	-	$	63,000	$	63,000
ISF II Fund						
Revenues	$	-	$	-	$	-
Expenditures	$	-	$	30,644	$	30,644
ISF III Fund						
Revenues	$	-	$	(127,340)	$	(127,340)
Expenditures	$	20,674	$	40,100	$	60,774
RTA Fund						
Revenues	$	-	$	(2,747,950)	$	(2,747,950)
Expenditures	$	1,768,790	$	558,790	$	2,327,580
GVH Fund						
Revenues	$	-	$	(1,089,376)	$	(1,089,376)
Expenditures	$	-	$	231,049	$	231,049

Gunnison County
2021 Budget Amendment Details
Previously reviewed by County Manager
To Be Approved 12/21/2021

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL
01109000	44289		ADD US FOREST SER AGREEMENT	BJE 384	3,000.00		
01109000	44289		ADD US FOREST SER AGREEMENT	BJE 384		6,000.00	
01152000	44225	G1032	RCORP IMPLEMENTATION	BJE 394		195,852.00	
01530000	44205	G1100	REDUCE HCBS GRANT BUDGET	BJE 401	76,246.00		
01338010	44272	G3560	SHADY ISLAND PROJECT	BJE 391	157,541.00		
01338010	44497	G3560	SHADY ISLAND PROJECT	BJE 391	43,470.00		
01705000	44270	G3590	INCREASE GOCO STEWARDSHIP GRAN	BJE 406		36,000.00	
01705000	44282	G3590	INCREASE GOCO STEWARDSHIP GRAN	BJE 406		5,000.00	
01120000	44260	G3700	ADD JBBS GRANT	BJE 393		57,500.00	
01152000	44260	G4020	ADD COSHI GRANT TO BUDGET	BJE 414		660.00	
01550000	44260	G7107	ADD E&E CHID CARE GRANT TO BUD	BJE 376		8,494.00	
01550000	44260	G7107	INCREASE CONTRIBUTIONS BUDGET	BJE 408		55,000.00	
01550000	44497	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388		45,000.00	
01530000	44497	G7130	ADD FUNDS FROM GHA TO BUDGET	BJE 375		5,000.00	
01122020	44497	G7380	COVID PRIVATE GRANTS	BJE 395		59,960.00	
01100000	44497	G7410	FAIRGROUNDS SOLAR LIGHTS	BJE 407		16,367.00	
01100000	44498	G7410	FAIRGROUNDS SOLAR LIGHTS	BJE 407		677.00	
01122020	44280	G8101	ADD SHARED RECOVERY COVID	BJE 390		48,260.00	
01122020	44280	G8101	REDUCE SHARED RECOVERY 2021	BJE 409	24,408.00		
01122020	44281	G8101	ADD SHARED RECOVERY COVID	BJE 390		12,700.00	
01122020	44281	G8101	REDUCE SHARED RECOVERY 2021	BJE 409	6,423.00		
01122020	44282	G8101	ADD SHARED RECOVERY COVID	BJE 390		6,350.00	
01122020	44282	G8101	REDUCE SHARED RECOVERY 2021	BJE 409	3,212.00		
01122020	44999	G8101	ADD SHARED RECOVERY COVID	BJE 390		2,254.00	
			GENERAL FUND REVENUES		**314,300.00**	**561,074.00**	**(246,774.00)**
01109000	57324		ADD US FOREST SER AGREEMENT	BJE 384	10,000.00		
01121000	56610		Perm fire restriction signs	BJE 378	2,350.00		
01150000	55110		Human Resources Manager Cont	BJE 378	11,826.00		
01150000	55110		HR Spec hired at a higher step	BJE 378	8,153.00		
01150000	55210		Human Resources Manager Cont	BJE 378	828.00		
01150000	55210		HR Spec hired at a higher step	BJE 378	636.00		
01150000	55230		Human Resources Manager Cont	BJE 378	531.00		
01150000	55230		HR Spec hired at a higher step	BJE 378	408.00		
01150000	57329		GENERAL FUND BUDGET INC	BJE 392	18,500.00		
01262000	55111		Upgrade position Para 2 Assist	BJE 378	38,706.00		
01262000	55210		Upgrade position Para 2 Assist	BJE 378	3,020.00		
01262000	55230		Upgrade position Para 2 Assist	BJE 378	1,935.00		
01262000	57022		COUNTY ATTORNEY INCREASE	BJE 399	450.00		
01262000	57310		COA BUDGET INCREASE	BJE 386	5,315.00		
01262000	57329		COUNTY ATTORNEY INCREASE	BJE 399	1,170.00		
01262000	57331		COUNTY ATTORNEY INCREASE	BJE 399	400.00		
01262000	57412		COUNTY ATTORNEY INCREASE	BJE 399	150.00		
01262000	57420		COA BUDGET INCREASE	BJE 386	410.00		
01262010	57329		COUNTY ATTORNEY INCREASE	BJE 399	21,510.00		
01718000	55111		Upgrade Accountant to Sr	BJE 378	14,263.00		
01718000	55111		Step increase not accurate	BJE 378	3,762.00		
01718000	55210		Upgrade position to Sr	BJE 378	1,113.00		
01718000	55220		Upgrade position to Sr	BJE 378	1,806.00		
01718000	55230		Upgrade position to Sr	BJE 378	713.00		
01718000	57310		Moving Allowance - Finance Dir	BJE 378	7,500.00		
01718000	57430		Per CFO Contract, ICMA member	BJE 378	300.00		
01718000	57440		Per CFO $5,000 reimb prof ed	BJE 378	5,000.00		

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL
01719000	57430		Per CFO Contract, ICMA member	BJE 378	200.00		
01719000	57440		Accounting training for staff	BJE 378	2,000.00		
01800000	55111		Retire Attorney & Finance	BJE 378	85,117.00		
01800000	55210		Retire Attorney & Finance	BJE 378	9,077.00		
01800000	55230		Retire Attorney & Finance	BJE 378	7,073.00		
01152000	55110	G1032	RCORP IMPLEMENTATION	BJE 394	21,000.00		
01152000	55111	G1032	RCORP IMPLEMENTATION	BJE 394	39,000.00		
01152000	55210	G1032	RCORP IMPLEMENTATION	BJE 394	4,513.00		
01152000	55220	G1032	RCORP IMPLEMENTATION	BJE 394	1,942.00		
01152000	55230	G1032	RCORP IMPLEMENTATION	BJE 394	2,950.00		
01152000	55240	G1032	RCORP IMPLEMENTATION	BJE 394	89.00		
01152000	55250	G1032	RCORP IMPLEMENTATION	BJE 394	121.00		
01152000	55260	G1032	RCORP IMPLEMENTATION	BJE 394	132.00		
01152000	56110	G1032	RCORP IMPLEMENTATION	BJE 394	500.00		
01152000	56120	G1032	RCORP IMPLEMENTATION	BJE 394	2,000.00		
01152000	56651	G1032	RCORP IMPLEMENTATION	BJE 394	1,000.00		
01152000	57310	G1032	RCORP IMPLEMENTATION	BJE 394	500.00		
01152000	57311	G1032	RCORP IMPLEMENTATION	BJE 394	500.00		
01152000	57313	G1032	RCORP IMPLEMENTATION	BJE 394	600.00		
01152000	57324	G1032	RCORP IMPLEMENTATION	BJE 394	85,000.00		
01152000	57329	G1032	RCORP IMPLEMENTATION	BJE 394	1,200.00		
01152000	57331	G1032	RCORP IMPLEMENTATION	BJE 394	500.00		
01152000	57341	G1032	RCORP IMPLEMENTATION	BJE 394	2,000.00		
01152000	57410	G1032	RCORP IMPLEMENTATION	BJE 394	12,500.00		
01152000	57480	G1032	RCORP IMPLEMENTATION	BJE 394	2,000.00		
01530000	55111	G1100	REDUCE HCBS GRANT BUDGET	BJE 401		57,095.00	
01530000	55210	G1100	REDUCE HCBS GRANT BUDGET	BJE 401		4,605.00	
01530000	55220	G1100	REDUCE HCBS GRANT BUDGET	BJE 401		9,919.00	
01530000	55230	G1100	REDUCE HCBS GRANT BUDGET	BJE 401		3,108.00	
01530000	55240	G1100	REDUCE HCBS GRANT BUDGET	BJE 401		87.00	
01530000	55250	G1100	REDUCE HCBS GRANT BUDGET	BJE 401		86.00	
01530000	55260	G1100	REDUCE HCBS GRANT BUDGET	BJE 401		21.00	
01530000	57310	G1100	REDUCE HCBS GRANT BUDGET	BJE 401		462.00	
01530000	57311	G1100	REDUCE HCBS GRANT BUDGET	BJE 401		863.00	
01338010	57320	G3560	SHADY ISLAND PROJECT	BJE 391		6,530.00	
01338010	57324	G3560	SHADY ISLAND PROJECT	BJE 391		151,011.00	
01338010	57329	G3560	SHADY ISLAND PROJECT	BJE 391		43,470.00	
01705000	55111	G3590	INCREASE GOCO STEWARDSHIP GRAN	BJE 406		47,000.00	
01705000	57324	G3590	INCREASE GOCO STEWARDSHIP GRAN	BJE 406	50,000.00		
01705000	57329	G3590	INCREASE GOCO STEWARDSHIP GRAN	BJE 406	43,923.00		
01705000	57410	G3590	INCREASE GOCO STEWARDSHIP GRAN	BJE 406	890.00		
01705000	57420	G3590	INCREASE GOCO STEWARDSHIP GRAN	BJE 406		2,500.00	
01120000	57324	G3700	ADD JBBS GRANT	BJE 393	57,500.00		
01152000	57331	G4020	ADD COSHI GRANT TO BUDGET	BJE 414	600.00		
01550000	55112	G7107	ADD E&E CHID CARE GRANT TO BUD	BJE 376	4,825.00		
01550000	55210	G7107	ADD E&E CHID CARE GRANT TO BUD	BJE 376	369.00		
01550000	55220	G7107	ADD E&E CHID CARE GRANT TO BUD	BJE 376	882.00		
01550000	55230	G7107	ADD E&E CHID CARE GRANT TO BUD	BJE 376	185.00		
01550000	55240	G7107	ADD E&E CHID CARE GRANT TO BUD	BJE 376	7.00		
01550000	55250	G7107	ADD E&E CHID CARE GRANT TO BUD	BJE 376	5.00		
01550000	55260	G7107	ADD E&E CHID CARE GRANT TO BUD	BJE 376	3.00		
01550000	56110	G7107	ADD E&E CHID CARE GRANT TO BUD	BJE 376	259.00		
01550000	57410	G7107	ADD E&E CHID CARE GRANT TO BUD	BJE 376	647.00		
01550000	57500	G7107	ADD E&E CHID CARE GRANT TO BUD	BJE 376	1,312.00		
01550000	57500	G7107	INCREASE CONTRIBUTIONS BUDGET	BJE 408	55,000.00		
01550000	55111	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	1,832.00		
01550000	55112	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	5,884.00		
01550000	55210	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	590.00		
01550000	55220	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	1,356.00		
01550000	55230	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	386.00		

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL
01550000	55240	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	12.00		
01550000	55250	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	76.00		
01550000	55260	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	3.00		
01550000	56110	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	250.00		
01550000	56120	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	320.00		
01550000	56170	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	100.00		
01550000	56180	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	100.00		
01550000	57324	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	2,500.00		
01550000	57329	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	2,500.00		
01550000	57330	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	100.00		
01550000	57331	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	150.00		
01550000	57410	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	250.00		
01550000	57420	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	500.00		
01550000	57480	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	7,500.00		
01550000	57500	G7108	ADD EC WORKFORCE INNOVATION GR	BJE 388	16,500.00		
01530000	57329	G7130	ADD FUNDS FROM GHA TO BUDGET	BJE 375	5,000.00		
01122020	57329	G7380	COVID PRIVATE GRANTS	BJE 395	59,960.00		
01100000	56499	G7410	FAIRGROUNDS SOLAR LIGHTS	BJE 407	1,633.00		
01100000	56610	G7410	FAIRGROUNDS SOLAR LIGHTS	BJE 407	16,027.00		
01122020	55111	G8101	ADD SHARED RECOVERY COVID	BJE 390	44,720.00		
01122020	55111	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		43,070.00	
01122020	55210	G8101	ADD SHARED RECOVERY COVID	BJE 390	3,058.00		
01122020	55210	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		2,933.00	
01122020	55220	G8101	ADD SHARED RECOVERY COVID	BJE 390	10,830.00		
01122020	55220	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		10,580.00	
01122020	55230	G8101	ADD SHARED RECOVERY COVID	BJE 390	1,206.00		
01122020	55230	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		1,121.00	
01122020	55240	G8101	ADD SHARED RECOVERY COVID	BJE 390	61.00		
01122020	55240	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		58.00	
01122020	55250	G8101	ADD SHARED RECOVERY COVID	BJE 390	104.00		
01122020	55250	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		101.00	
01122020	55260	G8101	ADD SHARED RECOVERY COVID	BJE 390	21.00		
01122020	55260	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		19.00	
01122020	56110	G8101	ADD SHARED RECOVERY COVID	BJE 390	750.00		
01122020	56110	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		750.00	
01122020	56170	G8101	ADD SHARED RECOVERY COVID	BJE 390	250.00		
01122020	56170	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		250.00	
01122020	56180	G8101	ADD SHARED RECOVERY COVID	BJE 390	1,000.00		
01122020	56651	G8101	ADD SHARED RECOVERY COVID	BJE 390	2,000.00		
01122020	57324	G8101	ADD SHARED RECOVERY COVID	BJE 390	25,000.00		
01122020	57324	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		10,000.00	
01122020	57329	G8101	ADD SHARED RECOVERY COVID	BJE 390	20,000.00		
01122020	57329	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		3,000.00	
01122020	57410	G8101	ADD SHARED RECOVERY COVID	BJE 390	15,254.00		
01122020	57410	G8101	REDUCE SHARED RECOVERY 2021	BJE 409	12,656.00		
01122020	57500	G8101	ADD SHARED RECOVERY COVID	BJE 390	2,500.00		
01122020	57500	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		2,500.00	
01122020	59047	G8101	ADD SHARED RECOVERY COVID	BJE 390	2,500.00		
01122020	59047	G8101	REDUCE SHARED RECOVERY 2021	BJE 409		2,500.00	
			GENERAL FUND EXPENDITURES		**924,115.00**	**403,639.00**	**520,476.00**
02320000	56432		R & B BUDGET INCREASE	BJE 384	100,000.00		
			ROAD AND BRIDGE FUND EXPENDITURES		**100,000.00**	**-**	**100,000.00**
03350240	44248		HS BENEFITS FUNDING	BJE 413		28,370.00	
03380320	44248		HS BENEFITS FUNDING	BJE 413		1,200,000.00	
03380820	44248		HS BENEFITS FUNDING	BJE 413		30,000.00	
			HUMAN SERVICES FUND REVENUES		**-**	**1,258,370.00**	**(1,258,370.00)**

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL
03350240	57502		HS BENEFITS FUNDING	BJE 413	28,370.00		
03380320	57502		HS BENEFITS FUNDING	BJE 413	1,200,000.00		
03380820	57502		HS BENEFITS FUNDING	BJE 413	30,000.00		
			HUMAN SERVICES FUND EXPENDITURES		**1,258,370.00**	-	**1,258,370.00**
04555090	44262	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411	101,610.00		
04555090	44225	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398		470,000.00	
04555000	44262	G3500	CTC COVID ADD FUNDS	BJE 400		95,982.00	
04556000	44262	G3640	ADD HEALTH COALITION GRANT	BJE 377		30,000.00	
04555000	44262	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410		95,177.00	
04550000	44262	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387		91,462.00	
04555000	44497	G7331	CFC - VACCINE EQUITY GRANT	BJE 389		35,164.00	
04555090	44497	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374		34,959.00	
			PUBLIC HEALTH FUND REVENUES		**101,610.00**	**852,744.00**	**(751,134.00)**
04555090	55111	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411		91,672.00	
04555090	55112	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411	7,593.00		
04555090	55210	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411		7,313.00	
04555090	55220	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411		15,224.00	
04555090	55230	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411		5,054.00	
04555090	55240	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411		125.00	
04555090	55250	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411	184.00		
04555090	55260	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411		30.00	
04555090	56110	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411	438.00		
04555090	56120	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411	41.00		
04555090	57022	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411	780.00		
04555090	57410	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411	48.00		
04555090	57491	G1261	DECREASE ELC #1 2021 BUDGET	BJE 411	930.00		
04555090	55111	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	60,000.00		
04555090	55112	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	15,000.00		
04555090	55210	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	5,000.00		
04555090	55220	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	18,000.00		
04555090	55230	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	4,000.00		
04555090	55240	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	171.00		
04555090	55250	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	500.00		
04555090	55260	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	63.00		
04555090	56110	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	6,000.00		
04555090	56120	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	16,000.00		
04555090	57311	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	2,500.00		
04555090	57324	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	225,766.00		
04555090	57329	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	35,647.00		
04555090	58441	G1280	ADD HRSA COVID GRANT TO BUDGET	BJE 398	70,000.00		
04555000	55110	G3500	CTC COVID ADD FUNDS	BJE 400		1,350.00	
04555000	55111	G3500	CTC COVID ADD FUNDS	BJE 400	74,620.00		
04555000	55112	G3500	CTC COVID ADD FUNDS	BJE 400		5,561.00	
04555000	55210	G3500	CTC COVID ADD FUNDS	BJE 400	6,015.00		
04555000	55220	G3500	CTC COVID ADD FUNDS	BJE 400	6,098.00		
04555000	55230	G3500	CTC COVID ADD FUNDS	BJE 400	3,420.00		
04555000	55240	G3500	CTC COVID ADD FUNDS	BJE 400	102.00		
04555000	55250	G3500	CTC COVID ADD FUNDS	BJE 400	297.00		
04555000	55260	G3500	CTC COVID ADD FUNDS	BJE 400	355.00		
04555000	56110	G3500	CTC COVID ADD FUNDS	BJE 400		516.00	
04555000	56120	G3500	CTC COVID ADD FUNDS	BJE 400	4,019.00		
04555000	56170	G3500	CTC COVID ADD FUNDS	BJE 400	182.00		
04555000	56180	G3500	CTC COVID ADD FUNDS	BJE 400	1,484.00		
04555000	56630	G3500	CTC COVID ADD FUNDS	BJE 400		1,300.00	
04555000	57310	G3500	CTC COVID ADD FUNDS	BJE 400	602.00		
04555000	57311	G3500	CTC COVID ADD FUNDS	BJE 400	775.00		
04555000	57312	G3500	CTC COVID ADD FUNDS	BJE 400		1,602.00	
04555000	57313	G3500	CTC COVID ADD FUNDS	BJE 400		193.00	
04555000	57324	G3500	CTC COVID ADD FUNDS	BJE 400	843.00		
04555000	57329	G3500	CTC COVID ADD FUNDS	BJE 400		2,700.00	

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL
04555000	57330	G3500	CTC COVID ADD FUNDS	BJE 400		500.00	
04555000	57331	G3500	CTC COVID ADD FUNDS	BJE 400		1,272.00	
04555000	57332	G3500	CTC COVID ADD FUNDS	BJE 400		300.00	
04555000	57341	G3500	CTC COVID ADD FUNDS	BJE 400		300.00	
04555000	57410	G3500	CTC COVID ADD FUNDS	BJE 400	5,260.00		
04555000	57420	G3500	CTC COVID ADD FUNDS	BJE 400	2,632.00		
04555000	57500	G3500	CTC COVID ADD FUNDS	BJE 400	400.00		
04556000	55111	G3640	ADD HEALTH COALITION GRANT	BJE 377	10,036.00		
04556000	55112	G3640	ADD HEALTH COALITION GRANT	BJE 377	3,100.00		
04556000	55210	G3640	ADD HEALTH COALITION GRANT	BJE 377	972.00		
04556000	55220	G3640	ADD HEALTH COALITION GRANT	BJE 377	1,423.00		
04556000	55230	G3640	ADD HEALTH COALITION GRANT	BJE 377	502.00		
04556000	55240	G3640	ADD HEALTH COALITION GRANT	BJE 377	19.00		
04556000	55250	G3640	ADD HEALTH COALITION GRANT	BJE 377	20.00		
04556000	55260	G3640	ADD HEALTH COALITION GRANT	BJE 377	7.00		
04556000	56110	G3640	ADD HEALTH COALITION GRANT	BJE 377	421.00		
04556000	56120	G3640	ADD HEALTH COALITION GRANT	BJE 377	4,000.00		
04556000	57324	G3640	ADD HEALTH COALITION GRANT	BJE 377	3,000.00		
04556000	57329	G3640	ADD HEALTH COALITION GRANT	BJE 377	3,000.00		
04556000	57410	G3640	ADD HEALTH COALITION GRANT	BJE 377	1,000.00		
04556000	57480	G3640	ADD HEALTH COALITION GRANT	BJE 377	2,500.00		
04555000	55110	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	21,891.00		
04555000	55111	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	4,368.00		
04555000	55210	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	2,010.00		
04555000	55220	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	1,843.00		
04555000	55230	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	1,313.00		
04555000	55240	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	40.00		
04555000	55250	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	40.00		
04555000	55260	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	10.00		
04555000	56630	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	4,000.00		
04555000	57310	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	200.00		
04555000	57324	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	49,000.00		
04555000	57330	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	210.00		
04555000	57331	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	300.00		
04555000	57410	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	800.00		
04555000	57420	G4010	ADD HARM RED GRANT TO BUDGET	BJE 410	500.00		
04550000	55111	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	6,476.00		
04550000	55112	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	11,370.00		
04550000	55210	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	1,308.00		
04550000	55220	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	1,089.00		
04550000	55230	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	194.00		
04550000	55240	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	27.00		
04550000	55250	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	81.00		
04550000	55260	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	17.00		
04550000	56110	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	5,000.00		
04550000	56120	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	30,000.00		
04550000	56170	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	200.00		
04550000	56180	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	10,000.00		
04550000	56651	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	10,000.00		
04550000	57329	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	500.00		
04550000	57410	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	3,700.00		
04550000	57420	G7021	ADD IMM COVID #2 TO BUDGET	BJE 387	11,500.00		
04555000	55111	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	8,858.00		
04555000	55112	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	1,736.00		
04555000	55210	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	809.00		
04555000	55220	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	654.00		
04555000	55230	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	461.00		
04555000	55240	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	16.00		
04555000	55250	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	38.00		
04555000	55260	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	4.00		

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL
04555000	56120	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	900.00		
04555000	57310	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	500.00		
04555000	57324	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	3,000.00		
04555000	57329	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	3,000.00		
04555000	57330	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	3,000.00		
04555000	57331	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	3,000.00		
04555000	57410	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	1,000.00		
04555000	57420	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	1,000.00		
04555000	57480	G7331	CFC - VACCINE EQUITY GRANT	BJE 389	7,188.00		
04555090	55111	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374	20,634.00		
04555090	55210	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374	989.00		
04555090	55220	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374	6,663.00		
04555090	55230	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374	905.00		
04555090	55240	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374	31.00		
04555090	55250	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374	165.00		
04555090	55260	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374	13.00		
04555090	56110	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374	100.00		
04555090	56120	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374	100.00		
04555090	56180	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374	58.00		
04555090	57330	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374	100.00		
04555090	57491	G7390	ADD NACCHOGRANT TO BUDGET	BJE 374	908.00		
			PUBLIC HEALTH FUND EXPENDITURES		**849,582.00**	**135,012.00**	**714,570.00**
08825010	44610		DEBT SERVICE BUDGET AMEND	BJE 412	1,000.00		
08825010	44620		DEBT SERVICE BUDGET AMEND	BJE 412	150.00		
08825010	44801		DEBT SERVICE BUDGET AMEND	BJE 412	278,800.00		
08825010	44802		DEBT SERVICE BUDGET AMEND	BJE 412	154,982.00		
08825010	44812		DEBT SERVICE BUDGET AMEND	BJE 412	472,749.00		
08825020	44620		DEBT SERVICE BUDGET AMEND	BJE 412	100.00		
08825020	44801		DEBT SERVICE BUDGET AMEND	BJE 412	41,961.00		
08825020	44812		DEBT SERVICE BUDGET AMEND	BJE 412	630,752.00		
08825030	44610		DEBT SERVICE BUDGET AMEND	BJE 412		1,000.00	
08825030	44620		DEBT SERVICE BUDGET AMEND	BJE 412		150.00	
08825030	44801		DEBT SERVICE BUDGET AMEND	BJE 412		278,800.00	
08825030	44802		DEBT SERVICE BUDGET AMEND	BJE 412		154,982.00	
08825030	44812		DEBT SERVICE BUDGET AMEND	BJE 412		472,749.00	
			DEBT SERVICE FUND REVENUES		**1,580,494.00**	**907,681.00**	**672,813.00**
08825010	57610		DEBT SERVICE BUDGET AMEND	BJE 412		410,000.00	
08825010	57620		DEBT SERVICE BUDGET AMEND	BJE 412		496,050.00	
08825010	57640		DEBT SERVICE BUDGET AMEND	BJE 412		2,000.00	
08825020	57610		DEBT SERVICE BUDGET AMEND	BJE 412		295,000.00	
08825020	57620		DEBT SERVICE BUDGET AMEND	BJE 412		376,213.00	
08825020	57640		DEBT SERVICE BUDGET AMEND	BJE 412		1,500.00	
08825030	57610		DEBT SERVICE BUDGET AMEND	BJE 412	410,000.00		
08825030	57620		DEBT SERVICE BUDGET AMEND	BJE 412	496,050.00		
08825030	57640		DEBT SERVICE BUDGET AMEND	BJE 412	2,000.00		
08825040	57610		DEBT SERVICE BUDGET AMEND	BJE 412	80,000.00		
08825040	57620		DEBT SERVICE BUDGET AMEND	BJE 412	408,720.00		
08825040	57640		DEBT SERVICE BUDGET AMEND	BJE 412	1,500.00		
08825050	57610		2020C COP's, Library Bldg Part	BJE 379	450,000.00		
08825050	57620		2020C COP's, Library Bldg Part	BJE 379	153,379.00		
			DEBT SERVICE FUND EXPENDITURES		**2,001,649.00**	**1,580,763.00**	**420,886.00**

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL
10613020	44913		AIRPORT BLDG PURCHASE	BJE 403		844.55	
10613020	44916		AIRPORT BLDG PURCHASE	BJE 403		500,000.00	
			AIRPORT OPERATIONS FUND REVENUES		-	**500,844.55**	**(500,844.55)**
10613010	57630		2005 USDA RUS Sewer Rev Bond	BJE 380	158,356.00		
10613020	58210		AIRPORT BLDG PURCHASE	BJE 403	765,800.00		
			AIRPORT OPERATIONS FUND EXPENDITURES		**924,156.00**	-	**924,156.00**
41804000	44220	G7359	AIP 59 TERMINAL BLDG	BJE 404		1,153,207.00	
			AIRPORT CONSTRUCTION FUND REVENUES		-	**1,153,207.00**	**(1,153,207.00)**
41804000	58230	G7359	AIP 59 TERMINAL BLDG	BJE 404	1,153,207.00		
			AIRPORT CONSTRUCTION FUND EXPENDITURES		**1,153,207.00**	-	**1,153,207.00**
43809000	44265	G3560	SHADY ISLAND PROJECT	BJE 397		150,000.00	
43809000	44270	G3560	SHADY ISLAND PROJECT	BJE 397		266,500.00	
43809000	44272	G3560	SHADY ISLAND PROJECT	BJE 397		219,329.00	
43809000	44497	G3560	SHADY ISLAND PROJECT	BJE 397		96,013.00	
43809000	44498	G3560	SHADY ISLAND PROJECT	BJE 397		431.00	
43809000	44270	G3630	STOR RESILIENT GOCO GRANT	BJE 396		101,629.00	
			CAPITAL EXPENDITURES FUND REVENUES		-	**833,902.00**	**(833,902.00)**
43809000	56428	G3560	SHADY ISLAND PROJECT	BJE 397	500.00		
43809000	56499	G3560	SHADY ISLAND PROJECT	BJE 397	18,197.00		
43809000	57014	G3560	SHADY ISLAND PROJECT	BJE 397	1,000.00		
43809000	57320	G3560	SHADY ISLAND PROJECT	BJE 397	10,000.00		
43809000	57324	G3560	SHADY ISLAND PROJECT	BJE 397	675,660.00		
43809000	57329	G3560	SHADY ISLAND PROJECT	BJE 397	14,433.00		
43809000	57351	G3560	SHADY ISLAND PROJECT	BJE 397	1,000.00		
43809000	58420	G3560	SHADY ISLAND PROJECT	BJE 397	11,483.00		
43809000	57324	G3630	STOR RESILIENT GOCO GRANT	BJE 396	97,629.00		
43809000	57329	G3630	STOR RESILIENT GOCO GRANT	BJE 396	4,000.00		
			CAPITAL EXPENDITURES FUND EXPENDITURES		**833,902.00**	-	**833,902.00**
50369020	57610		2005 USDA RUS Sewer Rev Bond	BJE 381	13,672.00		
50369020	57620		2005 USDA RUS Sewer Rev Bond	BJE 381	42,823.00		
			WASTE WATER FUND EXPENDITURES		**56,495.00**	-	**56,495.00**
51368010	44227	G1270	ADD DOE WATER PROJECT	BJE 405		118,266.00	
			WATER FUND REVENUES		-	**118,266.00**	**(118,266.00)**
51368010	56428	G1270	ADD DOE WATER PROJECT	BJE 405	403.00		
51368010	57223	G1270	ADD DOE WATER PROJECT	BJE 405	1,025.00		
51368010	57320	G1270	ADD DOE WATER PROJECT	BJE 405	10,829.00		
51368010	57329	G1270	ADD DOE WATER PROJECT	BJE 405	85,513.00		
			WATER FUND EXPENDITURES		**97,770.00**	-	**97,770.00**
90151000	57470		CTSI WC Pool bill > bud Jan 1	BJE 382	18,348.00		
90801000	55110		HR Manager Contract	BJE 382	2,086.00		
90801000	55210		HR Manager Contract	BJE 382	146.00		
90801000	55230		HR Manager Contract	BJE 382	94.00		
			INTERNAL SERVICE FUND III EXPENDITURES		**20,674.00**	-	**20,674.00**
92210000	58210		PURCHASE OF 5 HOUSING UNITS	BJE 402	1,768,790.00		
			TRANSPORTATION AUTHORITY FUND EXPENDITURES		**1,768,790.00**	-	**1,768,790.00**
			GRAND TOTAL		**11,985,114.00**	**8,305,502.55**	**3,679,611.45**

Gunnison County
2021 Budget Amendment Details
New, not previously reviewed by County Manager
To Be Approved 12/21/2021

Org	Org	Object	Project	Description	2021 Original Budget	2021 Revised Budget	2021 Projected Ending	Amendment Needed	(Revenue)/ Expense
General Fund									
General Fund	01814000	44010		Property Tax	$ (8,613,400)	$ (8,613,400)	$ (10,250,000)	$ (1,636,600)	
Enforcement	01108000	44222	G1040	US Dept of Agriculture (USDA)	$ -	$ -	$ (3,030)	$ (3,030)	
Substance Abuse Prevention	01152000	44225	G1032	US Health & Human Serv (HHS)	$ -	$ -	$ (195,850)	$ (195,850)	
Child & Family Health	01550000	44240	G3710	CO Dept of Human Svcs (DHS)	$ -	$ -	$ (3,000)	$ (3,000)	
Child & Family Health	01550000	44240	G7103	CO Dept of Human Svcs (DHS)	$ (4,100)	$ (4,100)	$ (9,200)	$ (5,100)	
Child & Family Health	01550000	44240	G7104	CO Dept of Human Svcs (DHS)	$ (70,450)	$ (70,450)	$ (88,000)	$ (17,550)	
Detention Services	01107000	44260		CO Dept of Human Svcs (DHS)	$ -	$ -	$ (61,500)	$ (61,500)	
Child & Family Health	01550000	44260	G7107	CO Dept of Human Svcs (DHS)	$ -	$ (8,494)	$ (63,490)	$ (54,996)	
Detention Services	01107000	44301		Elected Official Fees	$ (2,000)	$ (2,000)	$ (60,000)	$ (58,000)	
Fairgrounds	01100000	44497	G7410	Other Private Grants	$ -	$ -	$ (17,040)	$ (17,040)	
Substance Abuse Prevention	01152000	44497		Other Private Grants	$ -	$ -	$ (28,480)	$ (28,480)	$ (2,081,146)
Long Range Planning & Projects	01705000	55110		Salaries-Dept Head/Supervisor	$ 67,137	$ 67,137	$ 97,140	$ 30,003	
Property Records	01600000	55111		Salaries-Full Time	$ 183,139	$ 183,139	$ 68,170	$ (120,000)	
Valuations	01601000	55111		Salaries-Full Time	$ 450,690	$ 450,690	$ 411,930	$ (150,000)	
Communications	01602000	55111		Salaries-Full Time	$ -	$ -	$ 123,570	$ 200,000	
Administration	01603000	55111		Salaries-Full Time	$ -	$ -	$ 17,310	$ 70,000	
EOC-Emergency Response	01122020	55111	G1260	Salaries-Full Time	$ -	$ -	$ 6,120	$ 6,900	
Child & Family Health	01550000	55111	G7104	Salaries-Full Time	$ 10,468	$ 10,468	$ 22,000	$ 17,550	
Child & Family Health	01550000	55112	G7103	Salaries-Part Time	$ 3,523	$ 3,523	$ 8,500	$ 5,110	
Enforcement	01108000	55113	G1040	Overtime	$ -	$ -	$ 3,030	$ 3,650	
Youth Intervention Services	01158000	56120		Operating Supplies	$ 500	$ 500	$ 1,500	$ 1,000	
Child & Family Health	01550000	56120	G3710	Operating Supplies	$ -	$ -	$ 3,000	$ 3,000	
Fairgrounds	01100000	56610	G7410	Equipment & Furn. under $4,000	$ -	$ -	$ 16,030	$ 17,660	
Family Planning	01560000	56652	G7110	Pharmacy Supplies	$ 4,800	$ 4,800	$ 10,000	$ 5,970	
County Attorney	01262000	57322		Legal Services	$ 9,510	$ 9,510	$ 93,660	$ 90,500	
District Attorney	01808000	57322		Legal Services	$ 425,703	$ 425,703	$ 428,320	$ 2,617	
Long Range Planning & Projects	01705000	57324	G3590	Contracted Services	$ 60,000	$ 60,000	$ 110,000	$ 50,000	
Substance Abuse Prevention	01152000	57324	G1032	Contracted Services	$ -	$ -	$ 85,000	$ 178,040	
Clerk	01110000	57329		Other Professional Services	$ -	$ -	$ 2,000	$ 2,000	
Long Range Planning & Projects	01705000	57329	G3590	Other Professional Services	$ 25,000	$ 25,000	$ 68,920	$ 43,920	
Attorney - Water Resource Prot	01262010	57329		Other Professional Services	$ 9,000	$ 9,000	$ 30,510	$ 21,510	
EOC-Emergency Response	01122020	57329	G7380	Other Professional Services	$ 7,123	$ 7,123	$ 67,080	$ 59,957	
Substance Abuse Prevention	01152000	57329		Other Professional Services	$ 14,000	$ 14,000	$ 35,000	$ 21,000	
EOC-Emergency Response	01122020	57331		Meetings-Meals	$ -	$ -	$ 15,000	$ 15,000	
Elections	01113000	57363		Software Subscriptions	$ -	$ -	$ 47,610	$ 47,610	
Historic Preservation	01807000	57410		Advertising & Legal Notices	$ 25	$ 25	$ 320	$ 450	
Operational Support	01109000	57492		Equipment Usage	$ 83,000	$ 83,000	$ 111,000	$ 7,240	
Trails and Parks	01338000	57492		Equipment Usage	$ 2,200	$ 2,200	$ 26,660	$ 9,130	
Child & Family Health	01550000	57500	G7102	Contributions	$ 15,000	$ 15,000	$ 37,530	$ 22,530	
Child & Family Health	01550000	57500	G7107	Contributions	$ -	$ 1,312	$ 56,310	$ 54,998	
Revenue	01114000	57640		Bank Fees	$ 15,000	$ 15,000	$ 20,000	$ 1,700	
Coroner	01125000	59023		Autopsy	$ 30,000	$ 30,000	$ 40,000	$ 14,000	$ 733,045
								NET	**$ (1,348,101)**

Road & Bridge Fund											
Construction	02310010	56432		Asphalt & Road Oil	$ -	$ -	$ 530,900	$ 530,900			
Construction	02322010	57320	G1060	Engineering	$ 1,000	$ 1,000	$ 5,000	$ 4,000			
Trails and Parks	02338000	57490		Mapping Services	$ -	$ -	$ 4,230	$ 1,630	$ 536,530		
								NET	$ 536,530		
Human Services Fund											
SSDev-TANF Admin Gunn	03340110	44205		US Health & Human Serv (HHS)	$ (110,330)	$ (110,330)	$ (133,000)	$ (22,670)			
Child Care - Direct Hins	03340610	44205		US Health & Human Serv (HHS)	$ (9,500)	$ (9,500)	$ (13,890)	$ (4,390)			
Child Welf Other Gunn	03360190	44205	G3171	US Health & Human Serv (HHS)	$ -	$ -	$ (1,870)	$ (1,870)			
Youth & Family Prevention Svcs	03155000	44240	G7250	CO Dept of Human Svcs (DHS)	$ (10,400)	$ (10,400)	$ (16,890)	$ (6,490)			
Child Care Direct Gunnison	03340140	44248		CO Dept of Hum Svcs (DHS)-EBT	$ (106,547)	$ (106,547)	$ (208,320)	$ (101,773)			
PA-Food Assis Benefits Gunn	03380320	44248		CO Dept of Hum Svcs (DHS)-EBT	$ (1,800,000)	$ (1,800,000)	$ (2,857,410)	$ (1,057,410)			
PA-Food Assis Benefits Hins	03380820	44248		CO Dept of Hum Svcs (DHS)-EBT	$ (21,000)	$ (21,000)	$ (53,090)	$ (32,090)	$ (1,226,693)		
Youth & Family Prevention Svcs	03155000	55111	G7250	Salaries-Full Time	$ -	$ -	$ 13,130	$ 6,490			
SSDev-TANF Admin Gunn	03340110	55111		Salaries-Full Time	$ 43,248	$ 43,248	$ 52,000	$ 8,752			
Child Care - Direct Hins	03340610	55111		Salaries-Full Time	$ 10,812	$ 10,812	$ 13,880	$ 4,560			
PA-LEAP Admin Gunn	03380110	55111		Salaries-Full Time	$ -	$ -	$ 16,250	$ 16,250			
Child Welf Other Gunn	03360190	57440	G3171	Schools & Training	$ -	$ -	$ 2,500	$ 2,500			
Child Care Direct Gunnison	03340140	57502		Electronic Benefits Transfers	$ 127,725	$ 127,725	$ 230,160	$ 102,435			
PA-Food Assis Benefits Gunn	03380320	57502		Electronic Benefits Transfers	$ 1,800,000	$ 1,800,000	$ 2,857,410	$ 1,057,410			
PA-Food Assis Benefits Hins	03380820	57502		Electronic Benefits Transfers	$ 21,000	$ 21,000	$ 53,090	$ 32,090			
CORE 80/20 Gunn	03360220	59012		Random Moment (RMS) Expense	$ -	$ -	$ 7,400	$ 7,400			
Child Welf Rel Cld Care Hins	03360650	59012		Random Moment (RMS) Expense	$ 250	$ 250	$ 700	$ 450	$ 1,238,337		
								NET	$ 11,644		
Public Health Fund											
Community Health	04555090	44225	G1280	US Dept of HHS	$ -	$ -	$ (460,000)	$ (460,000)			
Community Health Services	04555000	44262	G3500	CO Dept of Pub Health (CDPHE)	$ (175,920)	$ (175,920)	$ (271,900)	$ (95,980)			
Community Health Services	04555000	44262	G3090	CO Dept of Pub Health (CDPHE)	$ (44,431)	$ (44,431)	$ (50,000)	$ (5,569)			
Community Health Services	04555000	44262	G4010	CO Dept of Pub Health (CDPHE)	$ -	$ -	$ (95,180)	$ (95,180)			
Community Health Services	04555000	44289	G7070	Other Local Gov't Revenue	$ -	$ -	$ (19,500)	$ (19,500)			
Community Health Services	04555000	44497	G7105	Other Private Grants	$ (57,393)	$ (57,393)	$ (69,630)	$ (12,237)	$ (688,466)		
Community Health Services	04555000	55111	G3500	Salaries-Full Time	$ 58,540	$ 58,540	$ 133,160	$ 91,140			
Community Health Services	04555000	55111	G7070	Salaries-Full Time	$ 14,951	$ 14,951	$ 32,980	$ 18,029			
Community Health Services	04555000	55111	G7105	Salaries-Full Time	$ 28,098	$ 28,098	$ 36,000	$ 12,237			
Community Health Services	04555000	55112	G3090	Salaries-Part Time	$ -	$ -	$ 8,000	$ 8,000			
Community Health Services	04555000	57324	G4010	Contracted Services	$ -	$ -	$ 49,000	$ 86,520			
Community Health	04555090	57324	G1280	Contract Services	$ -	$ -	$ 200,760	$ 466,640	$ 682,566		
								NET	$ (5,900)		
Conservation Trust Fund											
Conservation Trust	07816000	57210		Repair & Maint - Building	$ -	$ -	$ 13,960	$ 13,960	$ 13,960		
								NET	$ 13,960		

Debt Service Fund										
2020B COP	08825040	44812		Transfer from Sales Tax	$ -	$ -	$ (490,210)	$ (490,210)		
2020C COP	08825050	44812		Transfer from Sales Tax	$ -	$ -	$ (604,870)	$ (604,870)	$ (1,095,080)	
2020 COP	08825030	57610		Principal Payments	$ -	$ -	$ 410,000	$ 410,000		
2020B COP	08825040	57610		Principal Payments	$ -	$ -	$ 80,000	$ 80,000		
2020 COP	08825030	57620		Interest Payments	$ -	$ -	$ 496,050	$ 496,050		
2020B COP	08825040	57620		Interest Payments	$ -	$ -	$ 408,720	$ 408,720		
2020 COP	08825030	57640		Bank Fees	$ -	$ -	$ 1,500	$ 1,500		
2020B COP	08825040	57640		Bank Fees	$ -	$ -	$ 1,500	$ 1,500		
2020C COP	08825050	57640		Bank Fees	$ -	$ -	$ 1,500	$ 1,500	$ 1,399,270	
								NET	$ 304,190	
Airport Operations Fund										
Terminal Construction	10613020	44220	G7360	US Dept of Trans (DOT)	$ -	$ -	$ (2,000,000)	$ (2,000,000)		
Terminal Construction	10613020	44916		Financing Proceeds	$ -	$ -	$ (500,000)	$ (500,000)	$ (2,500,000)	
Terminal	10613010	57110		Janitorial Services	$ 35,600	$ 35,600	$ 66,180	$ 30,580		
FBO - Airside	10612040	57210		Repair & Maint - Building	$ 750	$ 750	$ 2,220	$ 1,470		
Terminal Construction	10613020	58210		Building Improvements	$ -	$ -	$ 765,800	$ 765,800		
Terminal Construction	10613020	58230	G7360	Building Construction	$ -	$ -	$ 2,000,000	$ 2,000,000	$ 2,797,850	
								NET	$ 297,850	
Sales Tax Fund										
Sales Tax	12813000	44020		Sales Tax	$ (2,633,392)	$ (2,633,392)	$ (3,406,600)	$ (773,208)	$ (773,208)	
Sales Tax	12813000	57808		Transfer to Debt Service	$ 1,137,401	$ 1,137,401	$ 1,568,700	$ 431,299	$ 431,299	
								NET	$ (341,909)	
Sage Grouse Fund										
Sage Grouse Trust	32811000	57329		Other Professional Services	$ -	$ -	$ 10,510	$ 10,510	$ 10,510	
								NET	$ 10,510	
Airport CIP Fund										
Airport CIP	41804000	44220	G7360	US Dept of Trans (DOT)	$ -	$ -	$ (2,000,000)	$ (2,000,000)	$ (2,000,000)	
Airport CIP	41804000	57320		Engineering	$ -	$ -	$ 31,170	$ 31,170		
Airport CIP	41804000	57320	G7356	Engineering	$ -	$ -	$ 2,903,920	$ 2,903,920		
Airport CIP	41804000	57320	G7360	Engineering	$ -	$ -	$ 200,000	$ 200,000		
Airport CIP	41804000	58230	G7360	Building Construction	$ -	$ -	$ 1,179,280	$ 1,179,280		
Airport CIP	41804000	58420	G7360	Equipment	$ -	$ -	$ 620,720	$ 620,720	$ 4,935,090	
								NET	$ 2,935,090	

Capital Expenditure Fund										
Capital Expenditures	43809000	44213	G8150	US DEPT OF TREASURY	$ -	$ -	$ (1,700,000)	$ (1,700,000)		
Capital Expenditures	43809000	44270	G3560	Great Outdoors Colorado (GOCO)	$ -	$ -	$ (266,500)	$ (266,500)		
Capital Expenditures	43809000	44270	G3530	Great Outdoors Colorado (GOCO)	$ -	$ -	$ (101,630)	$ (101,630)		
Capital Expenditures	43809000	44497	G3560	Other Private Grants	$ -	$ -	$ (460,340)	$ (460,340)		
Capital Expenditures	43809000	44715	G8140	Capital Contribution	$ -	$ -	$ (25,000)	$ (25,000)	$ (2,553,470)	
Capital Expenditures	43809000	57324	G3560	Contracted Services	$ -	$ -	$ 670,660	$ 485,340		
Capital Expenditures	43809000	57324	G3630	Contracted Services	$ -	$ -	$ 97,630	$ 97,630		
Capital Expenditures	43809000	57329	G8140	Other Professional Services	$ -	$ -	$ 25,000	$ 25,000		
Capital Expenditures	43809000	57329	G3630	Other Professional Services	$ -	$ -	$ 4,000	$ 4,000		
Capital Expenditures	43809000	58210	G3216	Building Improvements	$ 791,112	$ 791,112	$ 794,140	$ 3,030		
Capital Expenditures	43809000	58230	G8065	Building Construction	$ -	$ -	$ 1,650,000	$ 1,740,750	$ 2,355,750	
								NET	$ (197,720)	
Sewer Fund										
Tomichi Division	50369050	55111		Salaries-Full Time	$ 1,034	$ 1,034	$ 3,200	$ 2,440	$ 2,440	
								NET	$ 2,440	
Water Fund										
Water-Dos Rios Div Distribtn	51368010	44227	G1270	US Dept of Energy (DOE)	$ -	$ -	$ (117,860)	$ (117,860)	$ (117,860)	
Operational Support	51335000	55111		Salaries-Full Time	$ 16,616	$ 16,616	$ 25,000	$ 8,690		
Water-Antelope Hills Div	51368030	57220		Repair & Maint - Equipment	$ -	$ -	$ 4,480	$ 4,480		
Water-Dos Rios Div Distribtn	51368010	57329	G1270	Other Professional Services	$ -	$ -	$ 106,000	$ 118,260	$ 131,430	
								NET	$ 13,570	
ISF I Fund										
Fleet Management	80341000	55113		Overtime	$ -	$ -	$ 8,000	$ 8,000		
Fleet Management	80341000	56510		Vehicle & Heavy Equip Parts	$ 270,000	$ 270,000	$ 325,000	$ 55,000	$ 63,000	
								NET	$ 63,000	
ISF II Fund										
Help Desk	82500000	57363		Software Subscriptions	$ 556	$ 556	$ 31,200	$ 30,644	$ 30,644	
								NET	$ 30,644	

ISF III Fund										
Health Ins/Unemployment	90801000	44801		Transfer from General Fund	$ -	$ -	$ (127,340)	$ (127,340)	$ (127,340)
Medical	90801010	59015		Stop Loss	$ 353,000	$ 353,000	$ 388,700	$ 35,700	
Vision	90801030	59014		Insurance Claims	$ 10,000	$ 10,000	$ 13,000	$ 4,400	$ 40,100
								NET	$ (87,240)

RTA Fund									
Capital Expenditures	92210010	44020		Sales Tax	$ (150,000)	$ (150,000)	$ (2,000,000)	$ (1,850,000)	
Rural Transportation Authority	92210000	44265	G1042	CO Dept of Trans (CDOT)	$ -	$ -	$ (897,950)	$ (897,950)	$ (2,747,950)
Rural Transportation Authority	92210000	56320	G1042	Diesel Fuel	$ 42,000	$ 42,000	$ 80,000	$ 38,000	
Rural Transportation Authority	92210000	56350	G1042	CNG Fuel	$ 129,000	$ 129,000	$ 185,000	$ 56,000	
Rural Transportation Authority	92210000	57220	G1042	Repair & Maint - Equipment	$ 185,000	$ 185,000	$ 260,000	$ 75,000	
Capital Expenditures	92210010	58620	G3587	Capital Outlay	$ -	$ -	$ 170,000	$ 88,790	
Rural Transportation Authority	92210000	59027	G1042	Purchased Transportation Svcs	$ 1,372,000	$ 1,372,000	$ 1,673,000	$ 301,000	$ 558,790
								NET	$ (2,189,160)

Gunnison Valley Health (Hospital) Fund									
Various				Revenues	$ (68,711,176)	$ (68,711,176)	$ (69,800,552)	$ (1,089,376)	$ (1,089,376)
Various				Expensditures	$ 64,777,741	$ 64,777,741	$ 65,008,790	$ 231,049	$ 231,049
								NET	$ (858,327)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: November 2021 Cash Transfer Report

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

November 2021 Cash Transfer Report

Fiscal Impact: $5,669,624.41

Submitted by: Kelly Weak **Submitter's Email Address:** kweak@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/14/2021

County Attorney Review: ( ) Required (●) Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/14/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 2

Agenda Date: 12/21/2021

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
November-21

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,770,980.71)
130	95 11122	General - Payroll Account	697,037.61	0.00
150	01 11102	General - Water Resources	0.00	(7.76)
155	01 11103	General - Workforce Impact Fee:	0.00	(42,346.06)
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(3,153,937.34)
002	02 11900	Road & Bridge	0.00	(274,710.34)
003	03 11900	Human Services	0.00	(66,048.00)
004	04 11900	Public Health Agency	0.00	(76,255.49)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	(8,435.63)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	221,505.99	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	358,098.21	0.00
013	13 11900	Land Preservation	50,313.78	0.00
030	30 11900	Mosquito Control	1,277.00	0.00
032	32 11900	Sage Grouse Trust	5,854.21	0.00
034	34 11900	Risk Management	0.00	0.00
041	41 11900	Airport Construction	520,134.73	0.00
043	43 11900	Capital Expenditures	0.00	(116,658.57)
050	50 11900	Gunnison County Sewer	0.00	(12,956.30)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(11,606.10)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(134,812.70)
125	52 11101	Solid Waste - Landfill Closure	3,978.04	0.00
126	52 11102	Solid Waste - Landfill Const	14,764.95	0.00
070	70 11900	Housing Authority	0.00	(869.41)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	6,102.23	0.00
140	71 11101	Senior Housing - Deposits	875.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	58,855.75	0.00
082	82 11900	ISF-II	28,879.55	0.00
090	90 11900	Health Insurance Trust	24,371.20	0.00
115	90 11101	Health Insurance Claims	112,029.76	0.00
091	91 11900	Local Marketing District	312,997.04	0.00
092	92 11900	Transportation Authority	448,118.64	0.00
093	93 11900	Public Trustee Agency	10,198.99	0.00
145	95 11121	Accounts Payable Clearing	2,794,231.73	0.00
		TOTALS	**$ 5,669,624.41**	**$ (5,669,624.41)**

TRANSFER FOR JOURNAL ENTRIES:
111088, 111089, 111090, 111091, 111092, 109330, 110291, 110292, 110344, 110346, 111093, 111222, 111227, 111228, 111229, 111231, 111234, 111252, 111272, 111276, 111277, 111281, 111253, AP, GBI, 111215, PRJ,

PREPARED BY: _____ DATE: 12/9/21

AUTHORIZED BY: _____ DATE: 12/9/21

RECEIVED BY TREASURER: _____ DATE: 12-9-21

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

Balance	JE's	Description	Finance Business Date	**01** General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	**02** Road & Bridge 02 11900	**03** Human Services 03 11900
-	111088,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2021	(16,219.98)						(245.83)
-	111089,	STND2: BUDGETED INTERFUND TRANSF	11/30/2021	49,200.65					(8,048.33)	
-	111090,	STND3: MAPPING SYSTEM CHARGES	11/30/2021	(11,864.01)					(1,675.91)	(22.08)
-	111091,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2021	(4,480.33)					(412.50)	(881.25)
-	111092,	STND5: COMPUTER SYSTEM CHARGES	11/30/2021	(25,289.58)					(2,870.83)	(1,750.00)
-	109330,	PCARD DISTRIBUTION 10/6	9/30/2021	33,249.70					(1,350.85)	(3,327.49)
-	110291,	EQUIPMENT USAGE OCT	10/31/2021	(59.50)					(119,202.65)	
-	110292,	MATERIAL USAGE OCT	10/31/2021						(3,865.22)	
-	110344,	DHS RENT OCT	10/31/2021	12,596.00						(12,596.00)
-	110346,	CASH TRANSFER FOR SHORTAGE	10/31/2021	(70.46)		70.46				
-	111093,	WEED RENT TO AIRPORT NOV	11/30/2021	(765.00)						
-	111222,	RECORD PW COMP EARNED NOV	11/30/2021						1,073.43	
-	111227,	POSTAGE USE NOV 2021	11/30/2021	(1,848.22)						
-	111228,	COPIES BLACK AUG 2021	11/30/2021	(855.76)					(1.04)	(13.28)
-	111229,	COPIES COLOR AUG 2021	11/30/2021	(844.03)					(0.72)	(1.98)
-	111231,	REC MED/DEN/FLEX/Rx CHECKS AUG	11/30/2021	(5,328.14)						
-	111234,	PH PHOTOCOPY OCT	11/30/2021							
-	111252,	LANDFILL ALLOCATION NOV	11/30/2021							
-	111272,	CASH TRANSFER FOR SHORTAGE	11/30/2021	(1,415,000.00)						
-	111276,	DHS RENT NOV	11/30/2021	12,596.00						(12,596.00)
-	111277,	RECLASS DHS	11/30/2021	650.00						(650.00)
-	111281,	CORRECT ROA ACCOUNTS	11/30/2021	(4,900.47)						
-	111253,	REVENUE CLEARING ACTIVITY OCT	11/30/2021	133,792.13				(3,153,937.34)	200,920.54	93,627.36
-	AP,	AP CLEARING NOVEMBER	11/30/2021	(278,584.05)					(163,806.84)	(9,910.74)
-	GBI,	LANDFILL INTERFUND CHARGES NOV	11/30/2021	(86.18)						
-	111215,	NET PAYROLL TRANSFER NOV	11/30/2021	(697,037.61)						
-	PRJ,	Payroll Journals	11/30/2021	407,743.85					(175,469.42)	(117,680.71)
-		Cash Transfer adjustments		42,424.28	(7.76)	(42,416.52)	-	-	-	-
-		TOTALS		(1,770,980.71)	(7.76)	(42,346.06)	-	(3,153,937.34)	(274,710.34)	(66,048.00)

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

JE's	Description	Finance Business Date	**04** Public Health 04 11900	**07** Conservation Trust 07 11900	**08** Bond Fund 08 11900	08 Series 2010 Bond Reserve 08 11101	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900
111088,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2021						(502.25)			
111089,	STND2: BUDGETED INTERFUND TRANSF	11/30/2021	(5,971.58)					(5,577.33)		(8,333.33)	
111090,	STND3: MAPPING SYSTEM CHARGES	11/30/2021	(22.08)					(22.08)			
111091,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2021	(524.99)					(300.00)			
111092,	STND5: COMPUTER SYSTEM CHARGES	11/30/2021	(3,419.83)					(1,654.17)			
109330,	PCARD DISTRIBUTION 10/6	9/30/2021	(17,300.60)					(1,837.62)			
110291,	EQUIPMENT USAGE OCT	10/31/2021									
110292,	MATERIAL USAGE OCT	10/31/2021									
110344,	DHS RENT OCT	10/31/2021									
110346,	CASH TRANSFER FOR SHORTAGE	10/31/2021									
111093,	WEED RENT TO AIRPORT NOV	11/30/2021						765.00			
111222,	RECORD PW COMP EARNED NOV	11/30/2021									
111227,	POSTAGE USE NOV 2021	11/30/2021									
111228,	COPIES BLACK AUG 2021	11/30/2021	(6.44)					(45.40)			
111229,	COPIES COLOR AUG 2021	11/30/2021	(1.80)					(127.44)			
111231,	REC MED/DEN/FLEX/Rx CHECKS AUG	11/30/2021									
111234,	PH PHOTOCOPY OCT	11/30/2021	(414.08)								
111252,	LANDFILL ALLOCATION NOV	11/30/2021									
111272,	CASH TRANSFER FOR SHORTAGE	11/30/2021			1,400,000.00						
111276,	DHS RENT NOV	11/30/2021									
111277,	RECLASS DHS	11/30/2021									
111281,	CORRECT ROA ACCOUNTS	11/30/2021						(35.62)			
111253,	REVENUE CLEARING ACTIVITY OCT	11/30/2021	63,658.66					321,720.79		583,880.75	50,313.78
AP,	AP CLEARING NOVEMBER	11/30/2021	(7,539.30)		(1,408,435.63)			(20,419.33)		(217,449.21)	
GBI,	LANDFILL INTERFUND CHARGES NOV	11/30/2021									
111215,	NET PAYROLL TRANSFER NOV	11/30/2021									
PRJ,	Payroll Journals	11/30/2021	(104,713.45)					(70,458.56)			
	Cash Transfer adjustments		-	-	-	-	-	-	-	-	-
	TOTALS		(76,255.49)	-	(8,435.63)	-	-	221,505.99	-	358,098.21	50,313.78

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

JE's	Description	Finance Business Date	**30** Mosquito Control 30 11900	**32** Sage Grouse 32 11900	**34** Risk Management 34 11900	**41** Airport Construction 41 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	**51** Water Fund 51 11900	51 Water Bond Reserve 51 11101
111088,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2021						(397.13)		(576.68)	
111089,	STND2: BUDGETED INTERFUND TRANSF	11/30/2021	1,277.00					(3,903.17)		1,061.17	
111090,	STND3: MAPPING SYSTEM CHARGES	11/30/2021								(661.50)	
111091,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2021									
111092,	STND5: COMPUTER SYSTEM CHARGES	11/30/2021								(166.67)	
109330,	PCARD DISTRIBUTION 10/6	9/30/2021								(87.87)	
110291,	EQUIPMENT USAGE OCT	10/31/2021								(55.00)	
110292,	MATERIAL USAGE OCT	10/31/2021									
110344,	DHS RENT OCT	10/31/2021									
110346,	CASH TRANSFER FOR SHORTAGE	10/31/2021									
111093,	WEED RENT TO AIRPORT NOV	11/30/2021									
111222,	RECORD PW COMP EARNED NOV	11/30/2021								(616.97)	
111227,	POSTAGE USE NOV 2021	11/30/2021									
111228,	COPIES BLACK AUG 2021	11/30/2021									
111229,	COPIES COLOR AUG 2021	11/30/2021									
111231,	REC MED/DEN/FLEX/Rx CHECKS AUG	11/30/2021									
111234,	PH PHOTOCOPY OCT	11/30/2021									
111252,	LANDFILL ALLOCATION NOV	11/30/2021		6,092.48							
111272,	CASH TRANSFER FOR SHORTAGE	11/30/2021									
111276,	DHS RENT NOV	11/30/2021									
111277,	RECLASS DHS	11/30/2021									
111281,	CORRECT ROA ACCOUNTS	11/30/2021						4,936.09			
111253,	REVENUE CLEARING ACTIVITY OCT	11/30/2021				582,137.68					
AP,	AP CLEARING NOVEMBER	11/30/2021		(238.27)		(62,002.95)	(116,658.57)	(8,970.52)		(2,680.36)	
GBI,	LANDFILL INTERFUND CHARGES NOV	11/30/2021									
111215,	NET PAYROLL TRANSFER NOV	11/30/2021									
PRJ,	Payroll Journals	11/30/2021						(4,621.57)		(7,822.22)	
	Cash Transfer adjustments		-	-	-	-	-	-	-	-	-
	TOTALS		1,277.00	5,854.21	-	520,134.73	(116,658.57)	(12,956.30)	-	(11,606.10)	-

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

JE's	Description	Finance Business Date	**52** Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	**70** Housing Authority 70 11900	70 Hsg Auth Deposits 70 11101	**71** Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	**72** Assisted Living 72 11900	**80** Internal Service I 80 11900
111088,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2021	(10,584.73)								28,526.60
111089,	STND2: BUDGETED INTERFUND TRANSF	11/30/2021	(6,526.00)			(818.33)					(293.34)
111090,	STND3: MAPPING SYSTEM CHARGES	11/30/2021				(22.08)					
111091,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2021	(37.50)								(37.50)
111092,	STND5: COMPUTER SYSTEM CHARGES	11/30/2021	(420.83)								(166.67)
109330,	PCARD DISTRIBUTION 10/6	9/30/2021	(4,352.98)								(1,049.29)
110291,	EQUIPMENT USAGE OCT	10/31/2021	(6,646.26)								125,963.41
110292,	MATERIAL USAGE OCT	10/31/2021									3,865.22
110344,	DHS RENT OCT	10/31/2021									
110346,	CASH TRANSFER FOR SHORTAGE	10/31/2021									
111093,	WEED RENT TO AIRPORT NOV	11/30/2021									
111222,	RECORD PW COMP EARNED NOV	11/30/2021	(24.70)								(431.76)
111227,	POSTAGE USE NOV 2021	11/30/2021									
111228,	COPIES BLACK AUG 2021	11/30/2021									
111229,	COPIES COLOR AUG 2021	11/30/2021									
111231,	REC MED/DEN/FLEX/Rx CHECKS AUG	11/30/2021									
111234,	PH PHOTOCOPY OCT	11/30/2021									
111252,	LANDFILL ALLOCATION NOV	11/30/2021	(24,835.47)	3,978.04	14,764.95						
111272,	CASH TRANSFER FOR SHORTAGE	11/30/2021									
111276,	DHS RENT NOV	11/30/2021									
111277,	RECLASS DHS	11/30/2021									
111281,	CORRECT ROA ACCOUNTS	11/30/2021									
111253,	REVENUE CLEARING ACTIVITY OCT	11/30/2021	683.50					10,986.00			
AP,	AP CLEARING NOVEMBER	11/30/2021	(40,267.25)			(29.00)		(4,008.77)			(52,863.91)
GBI,	LANDFILL INTERFUND CHARGES NOV	11/30/2021	86.18								
111215,	NET PAYROLL TRANSFER NOV	11/30/2021									
PRJ,	Payroll Journals	11/30/2021	(41,811.66)								(44,657.01)
	Cash Transfer adjustments		(75.00)	-	-	-	-	(875.00)	875.00	-	-
	TOTALS		(134,812.70)	3,978.04	14,764.95	(869.41)	-	6,102.23	875.00	-	58,855.75

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

JE's	Description	Finance Business Date	**82** Internal Service II 82 11900	**90** Health Insurance 90 11900	90 Health Claims Clearing 90 11101	**91** Marketing District 91 11900	**92** Transportation Authority 92 11900	**93** Public Trustee 93 11900	**95** Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
111088,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2021								
111089,	STND2: BUDGETED INTERFUND TRANSF	11/30/2021	(3,474.50)	(4,086.00)		(3,561.08)	(945.83)			
111090,	STND3: MAPPING SYSTEM CHARGES	11/30/2021	14,289.74							
111091,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2021	6,711.57					(37.50)		
111092,	STND5: COMPUTER SYSTEM CHARGES	11/30/2021	35,948.58					(210.00)		
109330,	PCARD DISTRIBUTION 10/6	9/30/2021	(3,901.00)					(42.00)		
110291,	EQUIPMENT USAGE OCT	10/31/2021								
110292,	MATERIAL USAGE OCT	10/31/2021								
110344,	DHS RENT OCT	10/31/2021								
110346,	CASH TRANSFER FOR SHORTAGE	10/31/2021								
111093,	WEED RENT TO AIRPORT NOV	11/30/2021								
111222,	RECORD PW COMP EARNED NOV	11/30/2021								
111227,	POSTAGE USE NOV 2021	11/30/2021	1,848.22							
111228,	COPIES BLACK AUG 2021	11/30/2021	921.92							
111229,	COPIES COLOR AUG 2021	11/30/2021	975.97							
111231,	REC MED/DEN/FLEX/Rx CHECKS AUG	11/30/2021		(106,701.62)	112,029.76					
111234,	PH PHOTOCOPY OCT	11/30/2021	414.08							
111252,	LANDFILL ALLOCATION NOV	11/30/2021								
111272,	CASH TRANSFER FOR SHORTAGE	11/30/2021						15,000.00		
111276,	DHS RENT NOV	11/30/2021								
111277,	RECLASS DHS	11/30/2021								
111281,	CORRECT ROA ACCOUNTS	11/30/2021								
111253,	REVENUE CLEARING ACTIVITY OCT	11/30/2021				426,536.65	685,679.50			
AP,	AP CLEARING NOVEMBER	11/30/2021	(7,897.12)	(45,876.35)		(109,978.53)	(236,615.03)		2,794,231.73	
GBI,	LANDFILL INTERFUND CHARGES NOV	11/30/2021								
111215,	NET PAYROLL TRANSFER NOV	11/30/2021								697,037.61
PRJ,	Payroll Journals	11/30/2021	(17,032.91)	181,035.17				(4,511.51)		
	Cash Transfer adjustments		75.00	-	-	-	-	-	-	-
	TOTALS		28,879.55	24,371.20	112,029.76	312,997.04	448,118.64	10,198.99	2,794,231.73	697,037.61

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Tax - LMD Reports

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

October 2021 Sales Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports.

Submitted by: Kelly Weak **Submitter's Email Address:** kweak@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/14/2021

County Attorney Review: ( ) Required (●) Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/14/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 12/21/2021

Revised April 2015

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

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	16,592,456	17,005,091	17,498,356	17,802,918	19,214,279	24,686,272	27,342,687	25,690,327	28,897,715	21,293,379			216,023,480
Crested Butte	12,513,507	13,017,048	16,540,802	7,696,158	9,230,655	16,590,751	21,120,859	17,427,006	16,891,778	11,762,498			142,791,062
Mt. Crested Butte	4,990,371	6,986,247	7,855,129	2,046,403	1,593,221	3,321,433	6,366,186	4,286,626	3,622,579	2,451,522			43,519,717
Marble	134,091	110,204	163,848	95,749	262,325	495,547	512,659	388,561	530,582	347,595			3,041,161
Pitkin	60,157	74,791	61,971	51,597	114,822	254,657	292,045	275,076	175,385	76,561			1,437,062
Unincorporated	7,999,252	8,959,136	9,714,171	7,854,839	9,857,208	15,130,334	14,954,200	14,206,055	13,942,015	11,130,388			113,747,598
TOTAL TAXABLE SALES	42,289,834	46,152,517	51,834,277	35,547,664	40,272,510	60,478,994	70,588,636	62,273,651	64,060,054	47,061,943	0	0	520,560,080
Computed 1% Sales Tax	**422,898.34**	**461,525.17**	**518,342.77**	**355,476.64**	**402,725.10**	**604,789.94**	**705,886.36**	**622,736.51**	**640,600.54**	**470,619.43**	**0.00**	**0.00**	**5,205,600.80**
% Incr(Decr) of 2021 over 2020	**11.54%**	**21.90%**	**67.66%**	**39.42%**	**34.53%**	**40.95%**	**22.20%**	**17.97%**	**12.51%**	**12.30%**			

For the Year Ended 12/31/20

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

	Y-T-D 2020 TOTAL	Y-T-D 2021 TOTAL	Difference	%
City of Gunnison	182,919,531	216,023,480	33,103,949	18.10%
Crested Butte	107,436,055	142,791,062	35,355,007	32.91%
Mt. Crested Butte	29,537,568	43,519,717	13,982,149	47.34%
Marble	2,544,595	3,041,161	496,566	19.51%
Pitkin	1,112,213	1,437,062	324,849	29.21%
Unincorporated	90,883,046	113,747,598	22,864,552	25.16%
TOTAL TAXABLE SALES	414,433,008	520,560,080	106,127,072	25.61%
TOTAL COUNTY REVENUE	2,364,940	2,994,728	629,788	26.63%

	Y-T-D 2019 TOTAL	Y-T-D 2020 TOTAL	Difference	%
City of Gunnison	177,898,668	182,919,531	5,020,863	2.82%
Crested Butte	104,343,486	107,436,055	3,092,569	2.96%
Mt. Crested Butte	34,244,633	29,537,568	(4,707,065)	-13.75%
Marble	2,361,802	2,544,595	182,793	7.74%
Pitkin	1,284,260	1,112,213	(172,047)	-13.40%
Unincorporated	61,030,709	90,883,046	29,852,337	48.91%
TOTAL TAXABLE SALES	381,163,558	414,433,008	33,269,450	8.73%
TOTAL COUNTY REVENUE	2,062,841	2,364,940	302,099	14.64%

PREVIOUS YEARS FOR COMPARISON

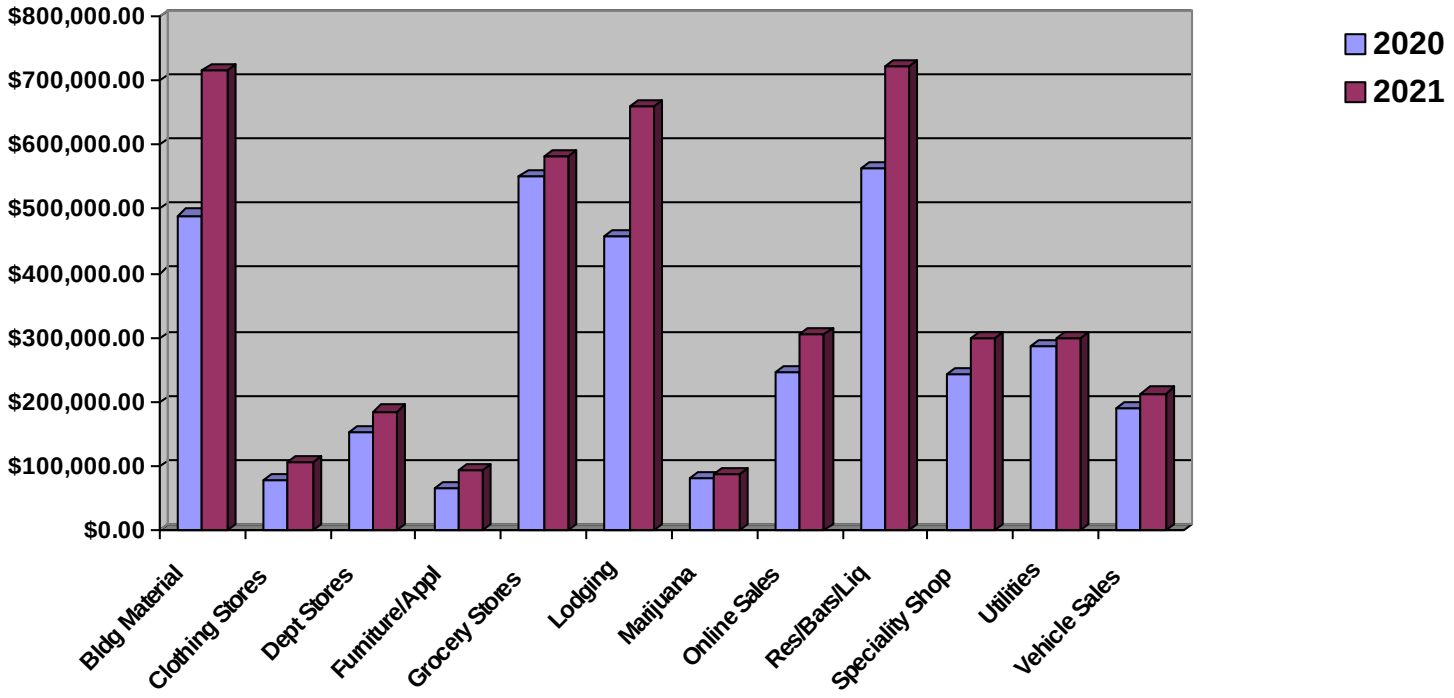
	2018 TOTAL	2019 TOTAL	Difference	%
City of Gunnison	190,666,769	208,654,907	17,988,138	9.43%
Crested Butte	126,866,234	124,011,858	(2,854,376)	-2.25%
Mt. Crested Butte	40,815,057	41,690,589	875,532	2.15%
Marble	2,157,469	2,611,538	454,069	21.05%
Pitkin	1,069,451	1,485,301	415,850	38.88%
Unincorporated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

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

SALES TAX REVENUE COMPARISONS

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted
2021	Current Month TOTAL COUNTY REVENUE	$ 233,764.43	$ 257,877.27	$ 290,061.24	$ 199,331.52	$ 232,967.59	$ 360,365.64	$ 410,033.18	$ 364,717.53	$ 372,329.35	$ 273,280.66			$ 2,994,728.41	$ 2,994,728.41	$ 2,633,392.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%				26.63%	113.72%
2020	Current Month TOTAL COUNTY REVENUE	$ 211,645.49	$ 216,060.62	$ 168,955.20	$ 143,088.55	$ 170,460.34	$ 251,543.96	$ 335,046.12	$ 304,308.97	$ 325,464.58	$ 238,366.46	$ 205,331.59	$ 299,015.41	$ 2,869,287.29	$ 2,364,940.29	$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		14.64%	100.01%
2019	Current Month TOTAL COUNTY REVENUE	$ 170,067.96	$ 166,941.31	$ 175,741.46	$ 132,172.13	$ 142,697.59	$ 237,026.29	$ 315,888.42	$ 272,815.87	$ 247,730.77	$ 201,759.56	$ 179,763.86	$ 260,373.24	$ 2,502,978.46	$ 2,062,841.36	$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		8.33%	97.76%
2018	Current Month TOTAL COUNTY REVENUE	$ 158,998.15	$ 147,877.26	$ 168,534.55	$ 120,215.15	$ 143,035.31	$ 214,044.30	$ 282,456.83	$ 233,447.74	$ 276,580.27	$ 159,001.17	$ 125,310.95	$ 194,759.60	$ 2,224,261.28	$ 1,904,190.73	$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		14.44%	98.97%
2017	Current Month TOTAL COUNTY REVENUE	$ 139,392.05	$ 147,046.94	$ 175,494.85	$ 96,225.07	$ 115,278.76	$ 183,923.35	$ 225,051.99	$ 239,240.43	$ 200,934.31	$ 141,366.34	$ 116,835.75	$ 182,355.98	$ 1,963,145.82	$ 1,663,954.09	$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		3.10%	90.51%
2016	Current Month TOTAL COUNTY REVENUE	$ 125,157.30	$ 162,978.56	$ 157,480.34	$ 104,370.28	$ 109,392.20	$ 180,729.23	$ 236,844.80	$ 228,536.23	$ 188,023.92	$ 120,347.56	$ 95,627.52	$ 172,116.30	$ 1,881,604.24	$ 1,613,860.42	$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		8.10%	87.81%
2015	Current Month TOTAL COUNTY REVENUE	$ 126,678.67	$ 125,794.53	$ 150,379.22	$ 85,651.79	$ 102,663.54	$ 165,070.67	$ 230,768.25	$ 195,967.70	$ 196,937.46	$ 113,087.50	$ 100,454.29	$ 165,122.68	$ 1,758,576.30	$ 1,492,999.33	$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		8.54%	93.90%
2014	Current Month TOTAL COUNTY REVENUE	$ 111,193.82	$ 111,264.35	$ 135,936.02	$ 79,959.58	$ 99,519.75	$ 148,591.26	$ 217,271.71	$ 182,557.86	$ 181,452.74	$ 107,834.56	$ 96,183.39	$ 151,915.60	$ 1,623,680.64	$ 1,375,581.65	$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		7.35%	93.45%
2013	Current Month TOTAL COUNTY REVENUE	$ 110,323.53	$ 106,514.20	$ 130,684.01	$ 75,428.71	$ 91,528.08	$ 141,300.06	$ 202,862.92	$ 166,649.18	$ 147,508.85	$ 108,616.50	$ 90,259.56	$ 138,427.93	$ 1,510,103.53	$ 1,281,416.04	$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		7.82%	89.89%
2012	Current Month TOTAL COUNTY REVENUE	$ 92,940.69	$ 110,678.57	$ 116,280.84	$ 77,835.01	$ 94,048.48	$ 145,374.41	$ 181,344.11	$ 141,276.47	$ 132,636.58	$ 96,095.54	$ 88,302.36	$ 131,131.54	$ 1,407,944.60	$ 1,188,510.70	$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		3.64%	89.41%
2011	Current Month TOTAL COUNTY REVENUE	$ 98,483.50	$ 99,062.88	$ 119,211.37	$ 71,571.55	$ 81,077.59	$ 119,386.11	$ 177,639.68	$ 157,047.23	$ 131,749.00	$ 91,514.44	$ 85,637.00	$ 141,760.78	$ 1,374,141.13	$ 1,146,743.35	$ 1,314,611.00
	% Change over previous year (monthly)	0.08%	2.33%	-6.44%	6.03%	5.34%	-4.07%	4.40%	1.19%	9.97%	-2.08%	3.07%	4.34%		1.47%	87.23%
2010	Current Month TOTAL COUNTY REVENUE	$ 98,400.27	$ 96,807.67	$ 127,414.83	$ 67,498.88	$ 76,966.39	$ 124,445.99	$ 170,158.18	$ 155,201.21	$ 119,801.59	$ 93,460.15	$ 83,089.19	$ 135,867.11	$ 1,349,111.46	$ 1,130,155.16	$ 1,448,152.00
	% Change over previous year (monthly)	-9.51%	-6.61%	11.82%	-4.86%	-7.74%	-3.63%	6.07%	6.73%	-5.77%	5.35%	7.94%	3.59%		-0.12%	78.04%
2009	Current Month TOTAL COUNTY REVENUE	$ 108,739.89	$ 103,664.68	$ 113,950.67	$ 70,950.60	$ 83,421.06	$ 129,132.90	$ 160,419.87	$ 145,416.76	$ 127,133.00	$ 88,715.98	$ 76,977.54	$ 131,163.52	$ 1,339,686.47	$ 1,131,545.41	$ 1,350,032.00

2020/2021 YTD INDUSTRY COMPARISON AS OF OCTOBER



Taxes by Industry and Jurisdiction

October 2021

Amusement & Entertainment

Almont	31.11
Crested Butte	2625.38
Gunnison	8091.57
Marble	41.20
Mt. Crested Butte	773.57
Ohio City	6.31
Parlin	5.89
Pitkin	8.32
Powderhorn	0.44
Rem of Cnty	2388.09
Somerset	0.15
Grand Total By Industry:	$13,972.03

Bldg Material & Trades

Almont	2.77
Crested Butte	29050.52
Gunnison	37777.70
Marble	80.37
Mt. Crested Butte	2883.61
Ohio City	117.06
Pitkin	25.18
Rem of Cnty	9141.47
Somerset	627.24
Grand Total By Industry:	$79,705.92

Clothing Stores

Almont	33.25
Crested Butte	4590.77
Gunnison	2507.75
Marble	8.77
Mt. Crested Butte	263.64
Ohio City	25.12
Parlin	6.15
Pitkin	4.47
Powderhorn	3.05
Rem of Cnty	882.10

Somerset	8.69
Grand Total By Industry:	$8,333.76

Department Stores

Almont	1.37
Crested Butte	1440.34
Gunnison	16447.23
Marble	21.17
Mt. Crested Butte	668.67
Ohio City	52.14
Pitkin	13.61
Rem of Cnty	813.90
Somerset	7.05
Grand Total By Industry:	$19,465.48

Furniture & Appliance Stores

Almont	3.34
Crested Butte	1720.27
Gunnison	4040.87
Marble	39.13
Mt. Crested Butte	1501.69
Pitkin	9.51
Powderhorn	1.48
Rem of Cnty	3525.05
Somerset	8.66
Grand Total By Industry:	$10,850.00

Gas/Convenience Stores

Almont	0.35
Crested Butte	988.18
Gunnison	4963.43
Ohio City	1.27
Pitkin	32.49
Rem of Cnty	260.37
Somerset	327.81
Grand Total By Industry:	$6,573.90

Grocery Stores

Almont	10.32
Crested Butte	8005.46
Gunnison	38208.60
Marble	24.53
Mt. Crested Butte	45.10

Ohio City		3.47
Rem of Cnty		133.19
Somerset		27.47
	Grand Total By Industry:	$46,458.14

Lodging

Almont		2421.31
Crested Butte		13166.60
Gunnison		9115.70
Marble		375.97
Mt. Crested Butte		9310.25
Ohio City		29.10
Parlin		17.17
Pitkin		108.99
Powderhorn		11.07
Rem of Cnty		8039.24
	Grand Total By Industry:	$42,595.40

Manufacturing

Almont		4.71
Crested Butte		3242.80
Gunnison		3995.75
Marble		119.12
Mt. Crested Butte		1119.54
Ohio City		20.20
Pitkin		103.36
Powderhorn		0.38
Rem of Cnty		3016.04
Somerset		467.66
Tincup		2.90
	Grand Total By Industry:	$12,092.46

Marijuana

Crested Butte		2499.60
Gunnison		5171.25
	Grand Total By Industry:	$7,670.85

Miscellaneous Services

Almont		434.45
Crested Butte		15801.66
Gunnison		21793.41
Marble		670.14
Mt. Crested Butte		1624.59

Ohio City	120.01
Parlin	9.30
Pitkin	124.09
Powderhorn	13.03
Rem of Cnty	12021.04
Sapinero	2.75
Somerset	511.59
Tincup	1.01
Grand Total By Industry:	$53,127.07

Online Sales

Rem of Cnty	30082.68
Grand Total By Industry:	$30,082.68

Ranching & Agriculture

Crested Butte	9.66
Gunnison	0.46
Marble	146.54
Rem of Cnty	123.43
Grand Total By Industry:	$280.09

Restaurant/Bars/Liquor Stores

Crested Butte	21776.65
Gunnison	28902.66
Marble	1605.08
Mt. Crested Butte	1967.41
Ohio City	2.07
Pitkin	0.05
Rem of Cnty	2512.21
Grand Total By Industry:	$56,766.13

Specialty Shops

Almont	120.09
Crested Butte	6101.49
Gunnison	12764.58
Marble	71.30
Mt. Crested Butte	610.17
Ohio City	32.96
Parlin	5.21
Pitkin	58.54
Powderhorn	0.29
Rem of Cnty	13715.77
Sapinero	2.16

Somerset		1314.26
Tincup		33.06
	Grand Total By Industry:	$34,829.88

Utilities

Almont		1007.91
Crested Butte		3563.10
Gunnison		5392.79
Marble		216.33
Mt. Crested Butte		3445.84
Ohio City		65.49
Parlin		0.26
Pitkin		276.05
Powderhorn		0.77
Rem of Cnty		11754.19
Somerset		116.53
	Grand Total By Industry:	$25,839.26

Vehicle Sales/Parts/Services

Almont		24.54
Crested Butte		3042.50
Gunnison		13760.04
Marble		56.30
Mt. Crested Butte		301.14
Ohio City		9.28
Pitkin		0.95
Rem of Cnty		4652.03
Somerset		129.60
	Grand Total By Industry:	$21,976.38

$470,619.43

Oct 2021

Taxes by Industry

Amusement & Entertainment	$13,972.03
Bldg Material & Trades	$79,705.92
Clothing Stores	$8,333.76
Department Stores	$19,465.48
Furniture & Appliance Stores	$10,850.00
Gas/Convenience Stores	$6,573.90
Grocery Stores	$46,458.14
Lodging	$42,595.40
Manufacturing	$12,092.46
Marijuana	$7,670.85
Miscellaneous Services	$53,127.07
Online Sales	$30,082.68
Ranching & Agriculture	$280.09
Restaurant/Bars/Liquor Stores	$56,766.13
Specialty Shops	$34,829.88
Utilities	$25,839.26
Vehicle Sales/Parts/Services	$21,976.38
GRAND TOTAL:	$470,619.43

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50				
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00				
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87				
Current Total Distribution	$ 255,793.86	$ 321,802.16	$ 403,591.57	$ 95,161.04	$ 113,119.09	$ 373,494.58	$ 478,803.13	$367,144.34	$ 430,845.10	$ 170,090.37	$ -	$ -	$ 3,009,845.24	$ 3,009,845.24
% Change over previous year (cumulative)	*32.88%*	*40.50%*	*64.94%*	*60.58%*	*70.92%*	*78.01%*	*65.77%*	*56.82%*	*49.45%*	*46.60%*				

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2020														
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	$ 192,500.17	$ 218,603.53	$ 183,757.74	$ 75,416.30	$ 25,651.18	$ 182,097.76	$ 353,688.55	$304,421.93	$ 364,005.62	$ 152,900.68	$ 102,034.07	$ 282,197.01	$ 2,437,274.54	$ 2,053,043.46
% Change over previous year (cumulative)	*5.75%*	*14.23%*	*4.43%*	*-0.06%*	*-6.11%*	*-7.23%*	*-1.96%*	*1.44%*	*6.08%*	*8.70%*	*9.33%*	*11.38%*	11.38%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2019														
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	$ 182,039.77	$ 177,839.06	$ 209,741.18	$ 101,064.11	$ 70,528.24	$ 205,251.69	$ 309,873.15	$258,026.69	$ 276,903.79	$ 97,483.25	$ 82,406.90	$ 217,147.56	$ 2,188,305.39	$ 1,888,750.93
% Change over previous year (cumulative)	*20.51%*	*18.14%*	*7.37%*	*14.17%*	*10.98%*	*1.14%*	*0.56%*	*1.54%*	*0.29%*	*0.63%*	*1.63%*	*2.63%*	2.63%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2018														
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	$ 151,063.95	$ 153,562.48	$ 225,891.35	$ 56,935.50	$ 80,398.66	$ 267,971.63	$ 313,473.14	$242,085.43	$ 294,660.46	$ 90,869.56	$ 62,626.33	$ 192,678.64	$ 2,132,217.13	$ 1,876,912.16
% Change over previous year (cumulative)	*15.06%*	*8.18%*	*12.14%*	*-1.92%*	*1.85%*	*14.14%*	*14.88%*	*13.40%*	*14.18%*	*11.43%*	*12.48%*	*11.68%*	11.68%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	$ 131,290.57	$ 150,312.93	$ 191,482.05	$ 125,862.00	$ 56,778.43	$ 164,148.89	$ 267,632.86	$227,618.97	$ 249,060.13	$ 120,135.29	$ 40,050.89	$ 184,856.73	$ 1,909,229.74	$ 1,684,322.12
% Change over previous year (cumulative)	*-14.99%*	*-11.93%*	*-2.37%*	*1.95%*	*3.02%*	*6.33%*	*4.67%*	*6.62%*	*7.27%*	*10.32%*	*9.96%*	*10.28%*	10.28%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	$ 154,435.98	$ 165,326.89	$ 164,787.97	$ 102,949.89	$ 49,027.50	$ 134,527.61	$ 267,932.26	$194,452.87	$ 224,682.64	$ 68,701.47	$ 41,424.49	$ 163,080.47	$ 1,731,330.04	$ 1,526,825.08
% Change over previous year (cumulative)	*48.61%*	*40.79%*	*10.92%*	*24.08%*	*22.90%*	*18.62%*	*17.77%*	*13.06%*	*12.09%*	*11.70%*	*11.88%*	*14.85%*	14.85%	

2015	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	$ 103,919.20	$ 123,193.98	$ 209,737.84	$ 36,620.72	$ 44,462.69	$ 132,076.38	$ 232,173.30	$208,740.06	$ 209,908.23	$ 66,030.97	$ 34,801.84	$ 105,804.86	$ 1,507,470.07	$ 1,366,863.37
% Change over previous year (cumulative)	*452.10%*	*608.71%*	*31.93%*	*39.95%*	*48.15%*	*17.49%*	*18.74%*	*20.42%*	*13.00%*	*13.44%*	*13.37%*	*8.87%*	8.87%	

2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	$ 18,822.43	$ 13,223.78	$ 299,072.51	$ 7,197.39	$ 11,296.94	$ 203,637.44	$ 189,675.00	$163,019.00	$ 245,249.37	$ 53,678.91	$ 31,519.63	$ 148,298.01	$ 1,384,690.41	$ 1,204,872.77
% Change over previous year (cumulative)	*-0.02%*	*47.41%*	*8.74%*	*3.28%*	*6.57%*	*17.43%*	*48.17%*	*78.33%*	*20.71%*	*22.48%*	*25.45%*	*22.07%*	22.07%	

2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	$ 18,826.17	$ 2,913.03	$ 282,752.41	$ 23,069.78	$ 506.20	$ 143,063.95	$ 30,278.41	$ 6,613.42	$ 445,635.11	$ 30,094.86	$ 1,818.05	$ 148,729.79	$ 1,134,301.18	$ 983,753.34
% Change over previous year (cumulative)	*-14.52%*	*-16.80%*	*14.02%*	*9.81%*	*5.99%*	*8.67%*	*6.42%*	*7.09%*	*6.98%*	*4.82%*	*4.27%*	*3.60%*	3.60%	

2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	$ 22,024.18	$ 4,105.20	$ 240,916.14	$ 31,264.57	$ 11,212.58	$ 124,039.29	$ 37,597.70	$ 3,224.91	$ 417,049.63	$ 47,078.59	$ 6,705.78	$ 149,706.29	$ 1,094,924.86	$ 938,512.79
% Change over previous year (cumulative)	*16.10%*	*29.82%*	*-8.20%*	*-7.24%*	*-3.98%*	*-2.94%*	*3.28%*	*3.23%*	*8.23%*	*10.52%*	*11.11%*	*8.30%*	8.30%	

2011	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	18,937.12	1,104.76	270,773.23	30,367.37	663.36	125,580.61	9,481.00	3,191.13	363,759.45	25,523.22	1,388.00	160,304.38		
Interest Credit	33.13	52.32	3.31	381.87	113.77	16.87	4.00	115.06	334.46	(82.22)	8.00	6.22		
Program Cost	-			(72.08)	(22.09)	(1,244.91)	31.75	29.68	20.18	97.63	133.81	15.17		
Current Total Distribution	$ 18,970.25	$ 1,157.08	$ 270,776.54	$ 30,677.16	$ 755.04	$ 124,352.57	$ 9,516.75	$ 3,335.87	$ 364,114.09	$ 25,538.63	$ 1,529.81	$ 160,325.77	$ 1,011,049.56	$ 849,193.98
% Change over previous year (cumulative)	*28.17%*	*-5.25%*	*6.58%*	*12.59%*	*10.03%*	*7.31%*	*7.71%*	*4.24%*	*1.47%*	*1.67%*	*1.02%*	*2.83%*	2.83%	

2010	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	14,751.40	6,362.16	251,692.03	12,616.22	7,438.11	124,451.70	7,299.63	17,229.27	370,895.72	23,464.77	6,891.62	141,091.75		
Interest Credit	49.15	80.18	10.54	56.14	146.69	12.68	47.20	84.21	8.44			6.13		
Program Cost	-				(247.69)	(1,166.31)	(68.36)							
Current Total Distribution	$ 14,800.55	$ 6,442.34	$ 251,702.57	$ 12,672.36	$ 7,337.11	$ 123,298.07	$ 7,278.47	$ 17,313.48	$ 370,904.16	$ 23,464.77	$ 6,891.62	$ 141,097.88	$ 983,203.38	$ 835,213.88

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Present Monthly and Investment reports

Fiscal Impact:

Submitted by: Debbie Dunbar **Submitter's Email Address:** ddunbar@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/14/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/21/2021

Revised April 2015

TREASURER'S MONTHLY REPORT FOR NOVEMBER 2021

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	**$**	**$**	**$**	**$**
Due from Tre-County General	12,656,117.82	468,489.14	(2,207,915.14)	10,916,691.82
Due from Tre-Road & Bridge	3,527,539.14	36,472.14	(274,848.84)	3,289,162.44
Due from Tre-Human Services	538,034.72	3,566.02	(67,389.78)	474,210.96
Due from Tre-Public Health Agency	224,181.70	25,515.98	(76,460.51)	173,237.17
Due from Tre-Conservation Trust	102,818.86	9.00	-	102,827.86
Due from Tre-Bond Fund	9,826.46	0.12	(8,435.63)	1,390.95
Due from Tre-Airport	1,857,419.04	275,638.95	(539.45)	2,132,518.54
Due from Tre-Sales Tax	3,394,651.02	360,531.66	(21.05)	3,755,161.63
Due from Tre-Land Preservation	841,259.44	50,391.79	-	891,651.23
Due from Tre-Mosquito	10,094.59	1,565.89	(35.63)	11,624.85
Due from Tre-Sage Grouse	184,405.26	5,870.86	-	190,276.12
Due from Tre-Risk Management	223,885.79	19.59	-	223,905.38
Due from Tre-Airport Construction	61,874.85	532,939.06	-	594,813.91
Due from Tre-Capital Projects	386,613.41	23.62	(116,658.57)	269,978.46
Due from Tre-Sewer	1,516,934.55	65,689.14	(14,002.84)	1,568,620.85
Due from Tre-Water	841,196.52	8,104.42	(11,606.10)	837,694.84
Due from Tre-Solid Waste	444,295.45	149,581.32	(150,443.15)	443,433.62
Due from Tre-Housing Authority	878,447.19	4,870.48	(917.34)	882,400.33
Due from Tre-Gunn Sr Housing	25,894.41	7,395.93	-	33,290.34
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,929,797.40	60,529.04	-	1,990,326.44
Due from Tre-Internal Service II	854,897.08	30,456.16	(5,015.00)	880,338.24
Due from Tre-Insurance Trust	1,884,267.64	60,722.71	-	1,944,990.35
Due from Tre-Local Marketing District	1,495,423.60	313,155.28	-	1,808,578.88
Due from Tre-Rural Trans Auth	6,399,466.25	451,078.76	(23.61)	6,850,521.40
Due from Tre-Public Trustee Agency	1,071.51	10,198.99	-	11,270.50
Due from Tre-Series 2010 Bond Reserve	241.07	0.02	-	241.09
Due from Tre-Terminal Construction	753,234.73	65.91	-	753,300.64
Due from Tre-Courthouse Renovation	69.19	-	-	69.19
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	-	-	-
Due from Tre-Treas Fees	-	13,779.57	(13,779.57)	-
Due from Tre-Health Claims	54,993.01	112,029.76	(85,680.92)	81,341.85
Due from Tre-Landfill Closure	1,066,054.87	4,071.67	-	1,070,126.54
Due from Tre-Landfill Cons Resv	862,857.00	14,841.74	-	877,698.74
Due from Tre-Payroll Clearing	13,472.33	697,037.61	(697,319.07)	13,190.87
Due from Tre-Sewer Reserve	96,136.00	-	-	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	12,929.83	876.21	-	13,806.04
Due From Tre-Housing Authority Restricted Dep	11,000.00	-	-	11,000.00
Due from Tre-Accounts Payable Clearing	646,510.57	2,794,231.73	(2,598,249.31)	842,492.99
Due from Tre-Finance Revenue Clearing	-	3,153,937.34	(3,153,937.34)	-
Due from Tre-Water Resource	59,322.91	5.19	(7.76)	59,320.34
Due from Tre-Workforce Impact Fees	42,346.06	-	(42,346.06)	-
Due from Tre-Living Community	2,184.11	6,780.51	(5,391.86)	3,572.76
COUNTY FUNDS TOTAL	43,996,352.58	9,720,473.31	(9,531,024.53)	44,185,801.36
CITIES AND TOWNS	**$**	**$**	**$**	**$**
Due from Tre-Crested Butte General	8,996.57	11,302.06	(13,102.95)	7,195.68
Due from Tre-Crested Butte Street/Alley	4,379.40	14,168.39	(18,453.06)	94.73
Due from Tre-Gunnison City General	5,810.99	9,430.53	(9,547.52)	5,694.00
Due from Tre-Marble General	204.57	313.05	(207.08)	310.54
Due from Tre-Mt Crested Butte General	12,483.67	14,472.24	(13,125.31)	13,830.60
Due from Tre-Pitkin General	279.77	197.54	(280.45)	196.86
CITIES AND TOWNS TOTAL	32,154.97	49,883.81	(54,716.37)	27,322.41
SCHOOLS	**$**	**$**	**$**	**$**
Due from Tre-Gunn RE1J Gen	144,563.60	204,455.01	(192,812.65)	156,205.96
Due from Tre-Gunn RE1J Bond	13,604.44	42,493.00	(34,281.36)	21,816.08
Due from Tre-Delta 50J General	6,988.82	6,682.93	(6,989.23)	6,682.52
Due from Tre-Delta 50J Bond	-	35.02	-	35.02
Due from Tre-Montrose RE1J General	762.58	1,303.44	(764.06)	1,301.96

Due from Tre-Montrose RE1J Bond	-	91.01	-	91.01
Due from Tre-Reij 2014 Mill Override	6,783.95	21,193.85	(17,071.79)	10,906.01
SCHOOLS TOTAL	172,703.39	276,254.26	(251,919.09)	197,038.56
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due from Tre-Library Dist	-	-	-	-
Due from Tre-CO River Water CD	2,998.66	4,562.35	(4,060.37)	3,500.64
Due from Tre-Reserve MD2	782.20	2,355.52	(830.97)	2,306.75
Due from Tre-Mt Crested Butte DDA	2,709.19	3,750.18	(2,821.70)	3,637.67
Due from Tre-Bostwick Park Water CD	15.00	52.31	(16.15)	51.16
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	2,159.15	2,798.38	(2,182.65)	2,774.88
Due from Tre-Mt CB Water/San	12,501.39	15,078.21	(13,223.01)	14,356.59
Due from Tre-East River Regional SD	643.52	1,310.94	(668.04)	1,286.42
Due from Tre-Cemetery	1,433.97	2,406.41	(2,186.00)	1,654.38
Due from Tre-Gunn Co Metro Rec Dist	5,543.69	9,200.16	(8,393.22)	6,350.63
Due from Tre-N Fork Water CD	130.50	125.19	(130.61)	125.08
Due from Tre-Skyland MD	6,215.10	7,569.85	(6,327.61)	7,457.34
Due from Tre-Upper Gunn Water CD	10,661.24	17,633.49	(16,215.50)	12,079.23
Due from Tre-Crested Butte Fire PD	25,771.29	42,410.16	(39,976.31)	28,205.14
Due from Tre-Gunn Co Fire PD	5,323.79	7,035.55	(5,430.56)	6,928.78
Due from Tre-Carbondale & Rural Fire PD	1,733.69	2,262.94	(1,765.36)	2,231.27
Due from Tre-Ragged Mt Fire PD	753.59	724.38	(754.22)	723.75
Due from Tre-Arrowhead Fire PD	274.09	840.98	(291.65)	823.42
Due From Tre-Library General Fund	11,354.18	18,027.05	(16,394.86)	12,986.37
Due From Tre-Reserve MD#2 BOND 2016A	3,231.22	8,733.27	(3,402.75)	8,561.74
Due From Tre-North Fork Ambulance Health Ser	1,536.88	1,475.93	(1,538.13)	1,474.68
Due From Tre-Reserve MD #2 BOND 2016B	405.13	1,219.95	(430.38)	1,194.70
Due From Tre-Reserve MD #2 BOND 2016C	333.48	1,004.01	(354.26)	983.23
IMPROVEMENT DISTRICTS TOTAL	96,510.95	150,577.21	(127,394.31)	119,693.85
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	530,440.16	572,128.51	(528,327.47)	574,241.20
Due from Tre-Clerk Sales Tax	-	55,672.47	(41,974.70)	13,697.77
Due from Tre-SOT	-	254,253.68	(254,253.68)	-
Due from Tre-State Auto	-	208,198.81	(208,198.81)	-
Due from Tre-Clerk ST Domestic Abuse	-	260.00	(260.00)	-
Due from Tre-Clerk State Registrar	114.00	39.00	(153.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,584.00	(1,584.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	12,871.42	-	-	12,871.42
Due from Tre-Inmate Trust	20,954.82	72,251.37	(69,807.32)	23,398.87
Due from Tre-Investment Interest	-	39,388.33	(39,388.33)	-
Due from Tre-Treas Deed	2,069.33	-	(156.17)	1,913.16
Due from Tre-Unused Remittances	6,976.12	28,942.09	(2,131.26)	33,786.95
Due from Tre-Elected Official Fees Clrg	4,729.21	53,033.82	(56,207.72)	1,555.31
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	578,155.06	1,285,752.08	(1,202,442.46)	661,464.68
GRAND TOTALS	**44,875,876.95**	**11,482,940.67**	**(11,167,496.76)**	**45,191,320.86**

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

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

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Investment Report
30-Nov-21

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	56,045.91			Cash	N/A
Bank of the West	1101	2,191,642.30	0.00%		Chkg	N/A
Bank of the West CC	1103	1,659,368.13	0.00%		Chkg	N/A
Bank of the West MM	1104	4,390,598.12	0.30%		MMA	Mo
Wells Fargo Warrant Clearing	1145	1,042,951.10	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	6,293,783.30	0.01%		Chkg	Mo
Colotrust Plus	1118	563,194.87	0.03%		Pool	Mo
C-Safe	1121	1,704,603.26	0.05%		Pool	Mo
Community Banks of Colorado MM	1320	1,282,394.69	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		MMA	Mo
Solera Savings	1161	1,027,658.79	0.20%		MMA	Quarterly
Investment Clearing	1199	91,207.89	0.01%		MMA	Mo
TOTAL CASH AND CHECKING		20,457,610.04		45.27%		
INVESTMENTS						
Ally Bank GJX2	1313	247,760.90	2.45%		CD	SA/Mat 5/23/22 3 yrs
Alma Bank 0BQ9	1282	247,573.97	1.65%		CD	M/MAT 8/12/22 30 MO
AXOS Bank DAH1	1275	248,929.77	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Hapoalim A2C3	1252	244,247.60	0.30%		CD	SA/ Mat 8/21/23
Bank Midwest 7928	1302	255,913.19	1.95%		CD	A/Mat 11/22/21 27 mo
Bank Midwest 8479	1303	252,212.81	0.60%		CD	A/Mat 5/22/24 42 mo
Bank of Baroda HMT7	1260	242,731.79	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bank of New England KAL2	1326	249,886.77	3.15%		CD	SA/Mat 7/29/22 4 yrs
Bankwell BCL3	1261	244,777.05	0.40%		CD	SA/Mat 7/28/23 3 yrs
Barclays Bank KKR7	1344	248,368.01	2.25%		CD	SA/MAT 7/26/22 5yrs
BMO Harris Bank XAN0	1259	239,649.20	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	243,919.06	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA6	1272	248,150.21	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	249,536.17	1.45%		CD	SA/Mat 4/15/25 5 yrs
Cathay Bank 9MQ5	1328	255,219.68	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Celtic Bank RRH2	1306	252,023.90	1.85%		CD	SA/Mat 8/30/24 5 yr
CIT Bank LBA3	1305	248,120.07	1.90%		CD	SA/Mat 8/23/22
Citibank QK40	1330	254,504.28	3.10%		CD	SA/MAT 5/4/23
East Boston Savings PDL2	1254	243,183.08	0.30%		CD	SA/ Mat 2/12/24
Enerbank TQJ2	1257	244,978.93	0.30%		CD	SA/Mat 7/24/23 3 yrs
FFCB EMZW5	1233	495,111.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB L6U3	1251	248,944.75	0.28%		CD	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	497,538.50	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	480,500.86	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FHLB AMDV1	1236	495,647.50	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	495,204.50	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	495,042.00	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	345,772.35	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	345,052.75	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	495,235.50	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	493,177.50	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB ANJK7	1229	982,401.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	487,950.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	489,040.50	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	493,701.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	495,014.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	495,374.50	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	495,710.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH406	1226	493,925.50	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	496,772.50	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB LW67	1238	496,123.50	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLMC B3F5	1246	294,430.50	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FLHLMC XAP9	1248	490,784.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
First Natl Bank of America YUJ2	1228	241,006.01	0.85%		cd	M/Mat 9/30/26
Firstier Bank LAH1	1304	250,998.82	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	243,230.61	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	252,896.35	2.65%		CD	SA/Mat 5/1/23 4yrs
Gunnison Savings and Loan 6020	1106	500,000.00	1.71%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.70%		CD	M/,AT 2/14/23
Gunnison Bank and Trust	1283	253,708.15	2.00%		CD	Qtrly/Mat 1/27/25
JP Morgan UNC9	1250	234,587.50	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	243,705.66	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	219,755.54	0.25%		CD	Q/Mat 7/21/23 - 24 mo
Live Oak Bank 6HN7	1284	251,962.41	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	243,173.28	0.30%		CD	SA/ Mat 2/14/24
M Y Safra Bank JBJ0	1258	244,208.65	0.30%		CD	SA/Mat 2/14/24 4 yrs
Marlin Business Bank	1291	250,473.30	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Medallion Bank dgb1	1487	248,722.77	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	250,913.07	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRBB	1338	252,620.48	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	252,856.90	2.75%		CD	SA/Mat 4/4/23 4 yr
Northern Bank & Trust QCJ5	1367	246,074.32	1.25%		CD	SA/Mat 4/18/22 2 yrs
Pacific Western Bank YRK7	1273	247,930.44	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	244,341.44	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	246,131.90	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	252,099.85	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	258,159.45	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Sallie Mae 0T2	1472	248,630.90	1.85%		CD	SA/Mat 10/24/22 3 yrs
State Bank of India NY 5KL4	1333	253,279.97	2.90%		CD	SA/Mat 3/29/23 5 yrs
Texas Capital Bank PLY3	1255	244,947.57	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	245,049.24	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Townebank PCQ0	1274	246,059.62	1.15%		CD	SA/Mat 4/29/22 4 yrs
Toyota Financial Savings MJS1	1264	244,092.27	0.80%		CD	SA/Mat 6/30/25 5 yrs
Wells Fargo Bank 3A48	1488	257,068.45	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	500,000.00	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		24,728,825.57		54.73%		
Cash per Treasurer's Ledger		45,186,435.61		100.00%		
Plus Pending Disbursements		4,885.25				
Total Due to All Funds		45,191,320.86				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Certification of Levies and Revenue for Tax Year 2

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Motion required to certify levies and revenue of all Gunnison County taxing entities for tax year 2021 (2022 collections) to the County Assessor

Fiscal Impact:

Submitted by: William Spicer **Submitter's Email Address:** wspicer@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/17/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/21/2021

Revised April 2015

15-DPT-AR
3-CLR-01
REV 11/18

County FIPS Code: 051

Tax Year 2021
Budget Year 2022
Certification of Levies and Revenue
By
Gunnison County Commissioners

State of Colorado
Division of Property Taxation
Department of Local Affairs
1313 Sherman Street, #419
Denver, Colorado 80203

Distribution:

Property Tax Administrator	- 1 COPY
Division of Local Government	- 1 COPY
School Finance Office	- 1 COPY
Assessor	- 1 COPY
Board of County	- 1 COPY

Prepared: William Spicer

Phone No.: (970) 641-7966

CERTIFICATION OF LEVIES AND REVENUES

As of January 1, 2022

Gunnison County (051)

Summary of Levies and Revenues

Type of Levy	Assessed Valuation	General Temp Tax Credit Revenue	Bond Contractual Obligation	Overrides Transportation Revenue	Other* Revenue	Total Revenues
Schools						
Districts	$824,947,210	$13,501,784	$5,258,396	$3,847,782	$49,970	$22,499,539
		-$158,393	$0	$0		
Subtotal:		$13,501,784	$5,258,396	$3,847,782	$49,970	$22,499,539
		-$158,393	$0	$0		
Local Government						
Counties	$824,947,210	$14,085,974	$0	$0	$28,048	$12,055,779
		-$2,058,243	$0	$0		
Cities and Towns	$388,208,580	$2,119,166	$0	$0	$1,787,843	$3,263,482
		-$652,886	$9,359	$0		
Local Improv. and Service	$5,452,797,160	$12,607,392	$2,847,015	$0	$346,345	$14,379,217
		-$1,421,536	$0	$0		
Subtotal:		$28,812,531	$2,847,015	$0	$2,162,237	$29,698,477
		-$4,291,058	$9,359	$0		
Total Valuation and	**$824,947,210**	**$42,314,315**	**$8,105,411**	**$3,847,782**	**$2,212,207**	**$52,198,016**
		-$4,291,058	**$9,359**	**$0**		

*See detail for specific fund type and

CERTIFICATION:

STATE OF COLORADO)

) ss:

Gunnison County (051))

I, Jonathan Houck, Chairman, Board of County Commissioners of Gunnison County (051) State of Colorado, do hereby certify that the above and foregoing are true copies of valuations as certified to County Commissioners by the County Assessor, and levies and revenue are certified to the Assessor and Property Tax Administrator by the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand at Gunnison, Colorado, the 21st day of December, 2021.

Chairman, Board of County Commissioners

School Districts

District Name and Number	Assessed Value	(1) Total Program and Categorical (2) Temp Tax Levy	(1) Total Program and Categorical (2) Temp Tax Revenue	(3) Bond Redemption^ (4) Override Mill Levy	(3) Bond Redemption^ (4) Override Mill Revenue	(5) Abatement (6) Levy	(5) Abatement (6) Revenue	ADA Asbestos/Special* Other Levy	ADA Asbestos/Special* Other Revenue	Total Levy	Total Revenue
School Districts											
Delta County School District 50(J)	40,548,460	27.000	1,094,808	4.424	179,386	0.092	3,730	0.000	0	28.172	1,142,331
# 870		-3.344	-135,594	0.000	0	0.000	0	0.000	0		
Gunnison RE1J School District	778,745,620	15.736	12,254,341	6.500	5,061,847	0.059	45,946	0.000	0	27.236	21,209,916
# 1360		0.000	0	4.941	3,847,782	0.000	0	0.000	0		
Montrose County RE-1J School District	5,653,130	27.000	152,635	3.036	17,163	0.052	294	0.000	0	26.055	147,292
# 2180		-4.033	-22,799	0.000	0	0.000	0	0.000	0		
Total:	$824,947,210		$13,501,784		$5,258,396		$49,970		$0		$22,499,539
			-$158,393		$3,847,782		$0		$0		

County Purposes

	Assessed Value	(1) General (2) Temp Tax Levy	(1) General (2) Temp Tax Revenue	(3) Bond Redemption^ (4) Contractual Levy	(3) Bond Redemption^ (4) Contractual Revenue	Date	Term	Capital / Special* Abatement Levy	Capital / Special* Abatement Revenue	Total Levy	Total Revenue
General	$824,947,210	15.541	$12,820,505	0.000	$0^			0.000	$0	13.080	$10,790,310
		-2.495	-$2,058,243	0.000	$0~			0.034	$28,048		
Public Welfare	$824,947,210	0.452	$372,876	0.000	$0^			0.000	$0	0.452	$372,876
		0.000	$0	0.000	$0~			0.000	$0		
Public Hospital	$824,947,210	1.082	$892,593	0.000	$0^			0.000	$0	1.082	$892,593
		0.000	$0	0.000	$0~			0.000	$0		
Total:	$824,947,210	17.075	$14,085,974	0.000	$0^			0.000	$0	14.614	$12,055,779
		-20582	-$2,058,243	0.000	$0~			0.034	$28,048		

Cities and Towns

	Assessed Value	(1) General (2) Temp Tax		(3) Bond Redemption^ (4) Contractual				Capital / Special* Abatement		Total	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy	Revenue	Levy	Revenue
Crested Butte	$132,538,730	7.300	$967,533	0.000	$0			8.000	$1,060,310	10.374	$1,374,957
		-4.926	-$652,886	0.000	$0			0.000	$0		
Gunnison	$111,377,200	3.868	$430,807	0.000	$0			0.000	$0	3.868	$430,807
		0.000	$0	0.000	$0			0.000	$0		
Marble	$4,333,640	6.505	$28,190	0.000	$0			0.000	$0	6.505	$28,190
		0.000	$0	0.000	$0			0.000	$0		
Mt. Crested Butte	$135,279,540	5.000	$676,398	0.000	$0			5.378	$727,533	10.378	$1,403,931
		0.000	$0	0.000	$0			0.000	$0		
Pitkin	$4,679,470	3.470	$16,238	0.000	$0			0.000	$0	5.470	$25,597
		0.000	$0	2.000	$9,359			0.000	$0		
Total:	$388,208,580		$2,119,166		$0				$1,787,843		$3,263,482
			-$652,886		$2				$0		

Local Improvement and Service Districts

	Assessed Value	(1) General (2) Temp Tax		(3) Bond Redemption^ (4) Contractual				Capital / Special* Abatement		Total	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy	Revenue	Levy	Revenue
Metropolitan Districts											
Crested Butte South Metropolitan District	$39,766,860	14.363	$571,171	0.000	$0 ^			0.000	$0	10.070	$400,452
		-4.293	-$170,719	0.000	$0 ~			0.000	$0		
Gunnison Rising Metropolitan District No. 1	$10	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Rising Metropolitan District No. 2	$5,170	45.000	$233	0.000	$0 ^			0.000	$0	45.000	$233
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Rising Metropolitan District No. 3	$10	45.000	$0	0.000	$0 ^			0.000	$0	45.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Rising Metropolitan District No. 4	$10	45.000	$0	0.000	$0 ^			0.000	$0	45.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		

Local Improvement and Service Districts

	Assessed Value	(1) General (2) Temp Tax		(3) Bond Redemption^ (4) Contractual				Capital / Special* Abatement		Total	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy	Revenue	Levy	Revenue
Metropolitan Districts											
Gunnison Rising Metropolitan District No. 5	$10	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Rising Metropolitan District No. 6	$10	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Rising Metropolitan District No. 7	$10	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Reserve Metropolitan District No. 1	$5,980	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Reserve Metropolitan District No. 2	$17,864,460	10.000	$178,645	0.000	$0 ^			0.000	$0	10.078	$180,038
		0.000	$0	0.000	$0 ~			0.078	$1,393		
Reserve Metropolitan District No. 2 - Bond 2016A	$20,482,790	0.000	$0	27.708	$567,537 ^			0.000	$0	27.831	$570,057
		0.000	$0	0.000	$0 ~			0.123	$2,519		
Reserve Metropolitan District No. 2 - Bond 2016B	$17,864,480	0.000	$0	3.919	$70,011 ^			0.000	$0	3.919	$70,011
		0.000	$0	0.000	$0 ~			0.000	$0		
Reserve Metropolitan District No. 2 - Bond 2016C	$17,864,480	0.000	$0	3.430	$61,275 ^			0.000	$0	3.430	$61,275
		0.000	$0	0.000	$0 ~			0.000	$0		
Skyland Metropolitan District	$36,086,550	12.886	$465,011	6.538	$235,934 ^			0.000	$0	19.424	$700,945
		0.000	$0	0.000	$0 ~			0.000	$0		
Total:	$149,940,830		$1,215,061		$934,757 ^				$0		$1,983,012
			-$170,719		$0 ~				$3,913		
Fire Protection Districts											
Arrowhead Fire Protection District	$11,152,470	4.518	$50,387	0.000	$0 ^			0.000	$0	4.518	$50,387
		0.000	$0	0.000	$0 ~			0.000	$0		
Carbondale & Rural Fire Protection District	$18,760,550	10.472	$196,460	1.387	$26,021 ^	2017		0.000	$0	12.607	$236,514
		0.000	$0	0.734	$13,770 ^	2019		0.014	$263		
				0.000	$0 ~						

Local Improvement and Service Districts

	Assessed Value	(1) General (2) Temp Tax		(3) Bond Redemption^ (4) Contractual				Capital / Special* Abatement		Total	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy	Revenue	Levy	Revenue
Fire Protection Districts											
Crested Butte Fire Protection District	$458,114,720	10.079	$4,617,338	4.048	$1,854,448 ^			0.000	$0	11.415	$5,229,380
		-2.730	-$1,250,653	0.000	$0 ~			0.018	$8,246		
Gunnison County Fire Protection District	$182,508,820	2.700	$492,774	0.000	$0 ^			1.800	$328,516	4.505	$822,202
		0.000	$0	0.000	$0 ~			0.005	$913		
Ragged Mountain Fire Protection District	$37,283,160	3.350	$124,899	0.000	$0 ^			0.000	$0	3.350	$124,899
		0.000	$0	0.000	$0 ~			0.000	$0		
Total:	$707,819,720		$5,481,858		$1,894,240 ^				$328,516		$6,463,381
			-$1,250,653		$0 ~				$9,421		
Water Conservancy Districts											
Bostwick Park Water Conservancy District	$3,403,480	0.981	$3,339	0.000	$0 ^			0.000	$0	0.936	$3,186
		-0.048	-$163	0.000	$0 ~			0.003	$10		
Crawford Water Conservancy District	$44,520	0.448	$20	0.000	$0 ^			0.000	$0	0.448	$20
		0.000	$0	0.000	$0 ~			0.000	$0		
Fruitland Mesa Water Conservancy District	$68,720	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
North Fork Water Conservancy District	$36,037,770	0.061	$2,198	0.500	$18,019 ^			0.000	$0	0.561	$20,217
		0.000	$0	0.000	$0 ~			0.000	$0		
Upper Gunnison River Water Conservancy District	$747,742,390	1.951	$1,458,845	0.000	$0 ^			0.000	$0	1.951	$1,458,845
		0.000	$0	0.000	$0 ~			0.000	$0		
Total:	$787,296,880		$1,464,402		$18,019 ^				$0		$1,482,268
			-$163		$0 ~				$10		
Other											

Local Improvement and Service Districts

	Assessed Value	(1) General (2) Temp Tax		(3) Bond Redemption^ (4) Contractual				Capital / Special* Abatement		Total	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy	Revenue	Levy	Revenue
Other											
Colorado River Water Conservation District	$824,947,210	0.500	$412,474	0.000	$0 ^			0.000	$0	0.501	$413,299
		0.000	$0	0.000	$0 ~			0.001	$825		
East River Regional Sanitation District	$62,544,510	1.846	$115,457	0.000	$0 ^			0.000	$0	1.846	$115,457
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Cemetery District No. 1	$263,506,910	0.764	$201,319	0.000	$0 ^			0.000	$0	0.765	$201,583
		0.000	$0	0.000	$0 ~			0.001	$264		
Gunnison County Library District	$824,947,210	1.900	$1,567,400	0.000	$0 ^			0.000	$0	1.900	$1,567,400
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison County Metropolitan Recreation District	$762,260,570	1.000	$762,261	0.000	$0 ^			0.000	$0	1.000	$762,261
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Valley Regional Housing Authority	$824,947,210	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Mt. Crested Butte Water & Sanitation District	$147,679,730	7.711	$1,138,758	0.000	$0 ^			0.000	$0	7.734	$1,142,155
		0.000	$0	0.000	$0 ~			0.023	$3,397		
Mt. Crested Butte, Colorado Downtown Development Authority	$54,682,750	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
North Fork Ambulance Health Service District	$42,223,630	5.883	$248,402	0.000	$0 ^			0.000	$0	5.883	$248,402
		0.000	$0	0.000	$0 ~			0.000	$0		
Total:	$3,807,739,730		$4,446,070		$0 ^				$0		$4,450,555
			$0		$0 ~				$4,485		
Local Improvement and Service District	$3,807,739,730		$12,607,392		$2,847,015 ^				$328,516		$14,379,217
			-$1,421,536		$0 ~				$17,829		

Tax Increment Finance Footnotes

(26001) Crested Butte Fire Protection District includes $14221920 Assessed Valuation and $162344 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(26003) Mt. Crested Butte Water & Sanitation District includes $14211920 Assessed Valuation and $109992 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(26006) Gunnison County includes $14221920 Assessed Valuation and $207840 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(26011) Mt. Crested Butte includes $14221920 Assessed Valuation and $147595 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(64046) Colorado River Water Conservation District includes $14221920 Assessed Valuation and $7126 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(64073) Gunnison County Metropolitan Recreation District includes $14221920 Assessed Valuation and $14222 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(64143) Upper Gunnison River Water Conservancy District includes $14221920 Assessed Valuation and $27747 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(64927) Gunnison RE1J School District includes $14211920 Assessed Valuation and $387349 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(66158) Gunnison County Library District includes $14221920 Assessed Valuation and $27022 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: CTSI - Colorado Counties Casualty and Property Poo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

01/01/2022 CTSI Colorado Counties Casualty and Property Pool Agreement and Invoice

Fiscal Impact:

Submitted by: Agnes Kroneraff **Submitter's Email Address:** akroneraff@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/17/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: Discharge Date: 12/15/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/21/2021

Revised April 2015

CTSI
Serving Colorado's Counties

Colorado Counties Casualty and Property Pool
Agreement for Partially Self-Funded Program
Gunnison County
January 1, 2022 through December 31, 2022

THIS AGREEMENT is entered into this 1st day of January, 2022 by and between the Colorado Counties Casualty and Property Pool ("CAPP" or "Pool"), a legal entity formed by intergovernmental agreement under Colorado law, and **Gunnison County** ("County"), a political subdivision of the State of Colorado.

ARTICLE 1.0 RECITALS

1.1 The County is a member in good standing of CAPP and has adopted the CAPP Bylaws and Intergovernmental Agreement (the "Intergovernmental Agreement"), as amended from time to time by the CAPP membership.

1.2 The County is current with respect to all of its obligations to CAPP and therefore eligible to participate in CAPP's partially self-funded option program (the "Program").

1.3 The County wishes to self-fund through CAPP a portion of its anticipated property and casualty claims for program year 2022 while having CAPP continue to provide claims adjudication and management services and loss control and prevention programs for the County and CAPP is willing to provide such services on the terms and conditions hereafter stated.

ARTICLE 2.0 TERM

2.1 This Agreement shall take effect on January 1, 2022, and shall coincide with the term of CAPP's obligations to pay the retention under the CAPP excess insurance policies (hereafter "Policies"), subject to paragraph 3.7 of this Agreement.

ARTICLE 3.0 OBLIGATIONS OF COUNTY

3.1 The County shall pay CAPP **$375,565** with equity credit of **($42,678)** and discount of CTSI fees in the amount of **($11,094)** for a total contribution due of **$321,793** by January 31, 2022 for insurance coverage and services rendered by CAPP for the period January 1, 2022 – December 31, 2022. For services provided by CAPP after December 31, 2022, pursuant to paragraph 4.1 of this Agreement, the County shall budget, appropriate and irrevocably pledge an annual fee to be determined by the CAPP Board of Directors.

3.2 The County shall budget, appropriate, and irrevocably pledge **54,511** in 2022 and thereafter at least annually shall budget, appropriate and irrevocably pledge additional funds sufficient, which may be determined from time to time by CAPP after consideration of actuarial or other financial reports, for the payment of the first **$100,000** of each qualified claim and allocated loss expenses per occurrence subject to the Policies ("County self-funded retention"), none of which payments shall be the responsibility of CAPP. For this purpose, allocated loss expenses means all costs, charges, or expenses of third parties

reasonably incurred by CAPP, its agents or its employees, which are properly chargeable to a qualified claim including, without limitation, court costs, fees, and expenses of attorneys, independent investigators, experts and witnesses, and fees for obtaining diagrams, reports, documents, and photographs; and "qualified claims" means those claims for which coverage is provided pursuant to the Policies, subject to any additional coverage limitations imposed by CAPP.

A **$20,000** claims deposit shall be paid to CAPP by January 31, 2022. Additional funds shall be forwarded to CAPP from time to time based on payments for qualified claims and allocated loss expenses. Interest earned on payments made to CAPP pursuant to this paragraph 3.2 shall be credited to CAPP.

3.3 The County shall pay promptly CAPP's invoices pursuant to paragraph 3.2 within fifteen (15) days of receipt. Interest on any overdue payment shall accrue at the rate consistent with the Intergovernmental Agreement.

3.4 It is the parties' intent that at all times CAPP shall have available sufficient funds from the County to pay promptly all proper charges to the County self-funded retention. The parties do not intend for CAPP to be required to advance CAPP funds to pay the County self-funded retention or to perform services if the County fails to provide necessary funds as provided in paragraph 3.2.

3.5 The County agrees that the timely payment of all amounts billed to it pursuant to this Agreement is an obligation of the County under the Intergovernmental Agreement. The County agrees that any failure to so pay, or any failure of the County to comply with any other provision of this Agreement, will result in expulsion of the County from CAPP, and will subject the County to all other remedies and consequences provided for in this Agreement and in the Intergovernmental Agreement.

3.6 If the County is entitled to any credit or payment under Article XI of the Intergovernmental Agreement for any year, and if the County fails to timely pay any amounts due under this Agreement, the Board may, in addition to any other remedies it has, apply against any such amounts due the amount of any credit or payment CAPP owes or may in the future owe to the County as a result of such membership.

3.7 The County's obligations under this Agreement are subject to and conditional upon the County annually budgeting, appropriating, and irrevocably pledging funds as provided in paragraphs 3.1 and 3.2 of this Agreement. However, the County agrees that coverage of the County through CAPP under the Policies and the services to be provided the County by CAPP are conditional upon such annual budgeting, appropriation, irrevocably pledging of funds, and timely payment of all amounts due in accordance with this Agreement and the Intergovernmental Agreement, and upon the County's compliance with all other provisions of this Agreement. The County further agrees that failure by the County to so budget, appropriate, irrevocably pledge, or make such payment or to so comply will result in no coverage through CAPP under the Policies for any pending qualified claims for which the County fails to provide funds or pay fees as provided in this Agreement, will result in cancellation of coverage under the Policies, and will result in termination of any services provided to the County by CAPP under paragraph 4.1.

3.8 The County shall pay the full amount then pledged pursuant to paragraph 3.2 upon the request of the CAPP Board if the CAPP Board reasonably determines that CAPP needs the payment in order to meet applicable regulatory or statutory requirements.

ARTICLE 4.0 OBLIGATIONS OF CAPP

4.1 For qualified claims of the County under the Policies: CAPP will supervise, administer, manage and provide claims adjudication through County Technical Services, Inc. or such other entity or person as the Board of Directors of CAPP ("Board") may determine, until further notice thereof provided to the County, in accordance with the Intergovernmental Agreement and shall act as the representative of County in all matters related to such services.

ARTICLE 5.0 WITHDRAWAL AND EXPULSION

5.1 Withdrawal or expulsion of the County from CAPP shall not affect the obligations of the County or CAPP under this Agreement.

5.2 On or before the effective date of withdrawal or expulsion of the County from CAPP, the full amount then pledged pursuant to paragraph 3.2 shall be paid to CAPP plus such additional amount as the CAPP Board may reasonably determine is necessary to pay the County's self-funded retention until all qualified claims under the Policies are closed and to pay CAPP's costs pursuant to paragraph 5.3.

5.3 Upon withdrawal or expulsion of the County from CAPP, CAPP shall retain all pending claim files. The County shall continue to pay CAPP for all costs associated with the County's claims paid through CAPP which are subject to the County's self-funded retention in excess of the payment made pursuant to paragraph 5.2.

ARTICLE 6.0 INFORMATION

6.1 All information developed for or specifically relating to claims servicing for the County, including all source documents, stored data and technical, claims, and other information of any kind, and reports prepared by or for CAPP, are the property of CAPP and remain CAPP exclusive property during the existence of and after termination of this Agreement. The County shall have reasonable access to such information, and the right, upon reasonable request, to copy the same at the County's own expense.

ARTICLE 7.0 GENERAL PROVISIONS

7.1 This Agreement is personal to each of the parties and no party may assign or delegate any of such party's rights or obligations hereunder without first obtaining the written consent of the other party.

7.2 Time is of the essence in the performance of the parties' obligations and duties under this Agreement.

7.3 If any portion of this Agreement is declared invalid or unenforceable pursuant to a challenge by the County or by any officer, employee, or resident of the County, or by any other person except CAPP, the CAPP Board shall determine whether the Agreement is or is not severable and its decision shall be final. If the Board determines the Agreement is not severable, the entire Agreement shall be terminated effective on such date as the Board may decide, the County's coverage under the Policies shall be terminated as to all pending and future claims as of that date, and all services by CAPP to the County shall be terminated as of that date except for claims adjudication under paragraph 4.1 for claims for which coverage is not terminated under this paragraph, if any exist. Nothing shall prevent the County from obtaining coverage through CAPP in the same manner as other non-self-funded members.

7.4 This Agreement does not alter the Intergovernmental Agreement and the County retains all obligations of a CAPP member as set forth therein. The obligations of the County under this Agreement are obligations of the County within the meaning of the Intergovernmental Agreement.

7.5 This Agreement may be enforced by the parties or by any member, if so authorized by the CAPP Board of Directors. All costs incurred by CAPP in the attempt to collect any amount due under this Agreement, including reasonable attorney fees, court costs, and any arbitration costs, shall be paid by the County. The venue for any court action related to this Agreement shall be the Denver District Court.

7.6 Notices in connection with this Agreement and its Addenda shall be delivered to the following in the case of CAPP:

Colorado Counties Casualty and Property Pool
c/o County Technical Services, Inc.
800 Grant St., Suite 400
Denver, CO 80203

and to the following in the case of County:

CAPP Designated Correspondent

_____

_____

7.7 Any functions, powers, and responsibilities of CAPP provided for in this Agreement shall be exercised by the CAPP Board or its authorized designee.

7.8 In addition to any other remedies which may exist, the CAPP Board may submit any dispute under this Agreement to advisory arbitration, which shall be conducted pursuant to the rules of the American Arbitration Association or other Colorado court annexed arbitration system in Denver, Colorado, as the Board may determine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the following persons authorized to act on behalf of their respective entities, dated and effective as of January 1, 2022.

COLORADO COUNTIES CASUALTY AND PROPERTY POOL (CAPP)

_____ Date: December 3, 2021
John Taylor
CTSI Executive Director

Gunnison County, Colorado (County)

By: _____ Date: _____
Chair, Board of County Commissioners

By: _____ Date: _____
County Clerk

(COUNTY SEAL)

CTSI
Serving Colorado's Counties

December 7, 2021

Invoice

2022 CAPP Contribution

Gunnison County

ACH Transfer Instructions Enclosed
Do not combine this check with any other payment being sent to CTSI.
A separate check for the amount due must be made payable to this pool.

To: Juan Guerra, Gunnison County

From: Meredith Burcham, CTSI Executive Deputy Director/Manager-Risk Programs

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Direct all inquiries to Meredith Burcham at 303-861-0507.

Make check payable to: Colorado Counties Casualty and Property Pool
800 Grant St. Suite 400, Denver, CO 80203

Membership in Colorado Counties Casualty and Property Pool
January 1, 2022 through December 31, 2022

2022 Contribution:	$375,565
2022 Discount for CTSI Fees	($11,094)
Subtotal	$364,470
2022 Equity Credit:	($42,678)
2022 Amount Due	**$321,793**
Deposit for claim payments	$20,000
Due January 1, 2022:	**$341,793**

Amount for January 1 through December 31, 2022 is payable January 1, 2022 and becomes **delinquent on January 31, 2022** at which time interest on the unpaid balance will begin to accrue. **Payment plans must be arranged in accordance with CAPP Bylaws, Article 9.A.**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval of ATV, OHV and UTV Use on CR #3: 1. Res

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The Resolution passed in May of 2021 expires at the end of the year. This Resolution is for the upcoming season

Fiscal Impact:

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:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 12/21/2021

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 21-___

A RESOLUTION TEMPORARILY EXTENDING RESOLUTION NO. 21-12 AND AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3 UNTIL JANUARY 4, 2022

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

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

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

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

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 sunsets and expires on December 31, 2021; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and

WHEREAS, although progress has been made, the aforementioned collaboration remains incomplete; and

WHEREAS, upon expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no longer be allowed on the subject County road; and

WHEREAS, the Board desires for the aforementioned process to continue until at least early next year so that the Board may fully analyze and address that process and the efforts surrounding that process; and

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

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

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

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

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

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

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

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

1. Resolution No. 21-12, *A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, shall be and hereby is amended and extended to remain in full force and effect until midnight Mountain Time January 4, 2022, as which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and

2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time January 4, 2022.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice Chairperson

By _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

Gunnison County, CO
5/18/2021 2:19:37 PM
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BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 21-12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice Chairperson

By _____
Elizabeth Smith, Commissioner

ATTEST:

Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

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

The May 4, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

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

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

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

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

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

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

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

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

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

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

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

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

1. March 16, 2021 Regular Meeting

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

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

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

COUNTY MANAGER'S REPORTS:

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

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

Commissioner Smith

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

Commissioner Mason

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

PUBLIC HEARING; GUNNISON COUNTY ON-SITE WASTEWATER TREATMENT SYSTEM REGULATIONS: Present to answer any questions were Gunnison County Building and Environmental Health Official, Crystal Lambert, and Assistant Building and Environmental Health Inspector, Charles Dominguez.

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

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

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

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

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

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

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

COMMISSIONER ITEMS:

Commissioner Mason

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

Commissioner Smith

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMISSIONER ITEMS:

Commissioner Houck:

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

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

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

EXECUTIVE SESSION, PURSUANT TO C.R.S. 24-6-402(4)(E)(I), FOR DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS RELATED TO THE MT. EMMONS/RED LADY MINE, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS, AND PURSUANT TO C.R.S. 24-6-402(4)(B) CONFERENCES WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO THE MT. EMMONS/RED LADY MINE: Chairperson Houck **moved** to enter into Executive Session, pursuant to C.R.S. 24-6-402 (4) (e) (I), for determining positions relative to matters that may be subject to negotiations related to the Mt. Emmons/Red Lady Mine, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402 (4) (b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady Mine. Those who would be participating in the executive session included the full Board of County Commissioners, County Manager Matthew Birnie and County Attorney Matthew Hoyt. Commissioner Smith seconded. Motion carried unanimously.

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

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

Attorney Statement Regarding Executive Session

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

Date: _____

_____
Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

_____
Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

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

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

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

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

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

The May 18, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

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

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

AGENDA REVIEW: There were no changes made to the agenda

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

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

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

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

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

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

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

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

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

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

REVISED RESOLUTION; A RESOLUTION AUTHORIZING TEMPORARY WEIGHT AND LENGTH RESTRICTIONS FOR A PORTION OF COUNTY ROAD 12 ALSO KNOWN AS KEBLER PASS ROAD: This resolution's approval process was carried over from the BOCC's May 4th regular meeting, as Deputy County Manager Marlene Crosby had discovered there was a need to add an agricultural provision. She presented this revision.

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

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

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

COMMISSIONER ITEMS:

Commissioner Smith

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

Commissioner Mason

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

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

Commissioner Houck:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNSCHEDULED CITIZENS:

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement for Services; SITA Information Networkin

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Agreement with SITA to provide "common use terminal" hardware and service for the airport.

Fiscal Impact: 173641.84

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/17/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:
We note that SITA, as of 3p MST on 12.17.21, has not formally approved of and executed this version of the agreement. There may be a more recent version by the time of the Board meeting on 12.21.21. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 10

Agenda Date: 12/21/2021

Revised April 2015

AGREEMENT FOR SERVICES
BETWEEN GUNNISON COUNTY AND SITA INFORMATION NETWORKING COMPUTING USA INC.

THIS AGREEMENT ("Agreement") is effective as of the _____ day of _____, 2021 by and between **SITA Information Networking Computing USA Inc.**, a foreign corporation with an address of 3100 Cumberland Blvd. SE, Suite 900, Atlanta, GA 30339 (hereinafter "Contractor" or "SITA") and the **Board of County Commissioners, Gunnison County, Colorado**, a body corporate and politic with an address of 200 E. Virginia Ave., Gunnison, CO 81230 (hereinafter "County").

RECITALS

WHEREAS, the County has the need for installation of common/shared use passenger processing and information equipment and systems (the "Services") at the Gunnison-Crested Butte Regional Airport, 519 Rio Grande Avenue, Gunnison, CO 81230; and

WHEREAS, Contractor is authorized to do business in the State of Colorado and is in the business of supplying common/shared use passenger processing and information equipment and systems in the airline industry; and

WHEREAS, this Agreement shall govern the relationship between Contractor and County in connection with the Services.

NOW, THEREFORE, in consideration of the foregoing and the following promises Contractor and County agree as follows:

AGREEMENT

1. **DEFINITIONS.** Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.

    1.1. **"Agreement"** means this cloud computing Agreement between County and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the County and Contractor.

    1.2. **"Contractor Data"** shall mean solely data generated relating to performance of Contractor's systems and Services and excludes any County Data. Contractor Data shall include data of all kinds and formats, standard or native, raw or processed or derived, individual or aggregate, discrete or continuous, as well as metadata.

    1.3. **"County Data"** means proprietary and/or public data, files, information documents, or material provided or submitted by the County or any User which is

created, installed, uploaded, accessed or displayed through or transferred via the Site and Software or produced by the County or any User utilizing the Service or Software.

1.4. **"Data Incident"** means any accidental or deliberate event that results in or constitutes unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the County. Data Incidents include, without limitation (i) successful attempts to gain unauthorized access to a County system or County information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a County system for the processing or storage of data; or (iv) changes to County system hardware, firmware, or software characteristics without the County's knowledge, instruction, or consent. It shall also include any actual unauthorized access to or acquisition of computerized County Data that compromises the security, confidentiality, or integrity of the County Data, or the ability of County to access the County Data.

1.5. **"Deliverables"** means any reports, drawings, results, conclusions, or other writings or products produced by the Contractor for the County in performance of this Agreement or produced by the County using the Service or Software.

1.6. "**Documentation**" means all generally available documentation relating to the Services, including all user manuals, operating manuals, and other instructions, specifications, documents, and materials, in any form or media, that describe any component, feature, requirement, or other aspect of the Services or Software, including any functionality, testing, operation, or use thereof.

1.7. **"Downtime"** means any period of time of any duration that the Services are not made available, in full or in part, by Contractor to County for any reason, including scheduled maintenance or Enhancements.

1.8. **"Enhancements"** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers.

1.9. **"Intellectual Property Rights"** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.

1.10. **"PCI"** means payment card information including any data related to credit card

holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

1.11. **"PII"** means personally identifiable information including, without limitation, any information maintained by the County 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. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

1.12. **"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. If this Agreement involves the transmission of PHI a separate Business Associates Agreement will become a part of this Agreement.

1.13. **"Project"** means the installation and implementation of a shared common use equipment and software at the Gunnison-Crested Butte Regional Airport (GUC).

1.14. **"Proposal"** means the proposal dated September 30, 2021 submitted by Contractor to County in response to County's need for implementation of the Project at GUC.

1.15. **"Protected Information"** includes, but is not limited to, personally-identifiable information such as, protected health information or individual financial information and other data defined under §24-72-101 et seq., and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the County.

1.16. **"Service"** means all services provided by the Contractor's computing solutions and software developed and provided to the County pursuant to this Agreement, that provide the functionality and/or produce the results described in the Proposal, including without limitation all Enhancements thereto and all interfaces.

1.17. **"Service Schedule"** means the document provided by the Contractor to the County on October 19, 2021 and titled "SITA CUTE.APVe Statement of Work_v.3."

1.18. **"Site"** means all sites or zones created for County and County's Users of the

Service as described in the Proposal as the platform Flex, as well as future sites developed pursuant to this Agreement.

1.19. **"Software"** means the SITA Flex Hybrid system and any additional modules, features, functionality, upgrades and updates provided as part of this Agreement.

1.20. **"Third Party Host"** means that the servers where the Contractor's software resides is at physical location which is not controlled by the Contractor, sometimes called "managed hosting" for example, Amazon Web Service.

1.21. **"User"** means the County's employees, representatives, consultants, contractors or agents, non-County partners and other persons using the Services provided by this Agreement, including all airlines and authorized personnel operating out of GUC.

2. **INSTALLATION AND IMPLEMENTATION SCHEDULE**.

2.1. The parties agree that Contractor will implement the infrastructure described in the Proposal, attached as Exhibit A, the Service Schedule, attached as Exhibit B (the Proposal and Service Schedule together making the "Scope of Work" or "SOW") and in line with the Purchase Order, separately entered into by the parties and dated October 21, 2021 (the "PO"), attached as Exhibit C, to provide delivery of equipment, installation of necessary hardware, perform necessary testing and provide training to GUC onsite technicians, that ensure the SITA Flex system is operational at GUC **December 15, 2021,** which shall be amended if the Software is not accepted by the County as described below in Section 2.2 (the "Commencement Date").

2.2. During the implementation of the Software, the County may test and evaluate the Service to validate that the Software materially conforms, to the specifications outlined in the SOW. If at any time the Software does not conform to said specifications, the County will notify Contractor in writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming Software within fifteen (15) days after receipt of the County's notice of deficiency. The foregoing procedure will be repeated until the County accepts or finally rejects the Software, in whole or part, in its sole discretion. In the event that the Software does not perform to the County's satisfaction, the County reserves the right to repudiate acceptance and terminate this Agreement in its sole discretion.

2.3. The Contractor may also perform services, referred to as "Additional Services", in excess of the requirements of the SOW upon the County's prior written consent. Change orders and additional SOWs will be provided as needed to document such Additional Services. The Contractor shall only be compensated for any such Additional Services once authorized in writing, in advance, by the County.

3. **RIGHTS AND LICENSE IN AND TO DATA**.

3.1. During the Term, as set forth below, Contractor grants the County and Users the right to access the Services and Software via the internet under and subject to the terms in this Agreement. The Services and Software shall contain the functionality as described in the SOW, and the Contractor shall provide hosting, maintenance, support and recovery services as described in Sections 6 and 7 below, the Service Level Agreement (SLA).

3.2. During the Term, as set forth below, Contractor hereby grants to the County a non-transferrable, non-exclusive, limited, license to use the Services and Software, or any component thereof, in their original form and version, for the purposes herein, which includes allowing the County and Users to upload, modify, view and copy their respective data that is accessed and displayed. Additionally, Contractor grants the County a non-exclusive, non-transferrable, limited license to prepare, reproduce, print, download, a reasonable number of copies of the Documentation during the Term as may be necessary for any of the Services or Software under this Agreement. The County shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, other than Users as permitted by this Agreement, the Software in any way; (ii) modify or make derivative works based upon the Software except those required to enable integration of the Software with County's third party software and equipment; or (iii) reverse engineer or access the Software, build a product using similar ideas, features, functions or graphics of the Software or copy any ideas, features, functions or graphics of the Software that are specific only to the Software. Contractor's name, logo and the product and module names associated with the Software are trademarks of the Contractor and no right or license is granted to use them.

3.3. There is no limit on the number of Users to the Software or Services during the Term. Contractor will make all modules of the Software available with unlimited usage and unmetered data capacity for every environment in which the Software operates during the Term. There shall be access and permission requirements which shall apply to the County and all Users when accessing the Software and Services.

3.4. The parties agree that as between them, all rights in and to County Data shall remain the exclusive property of County or originating User, and Contractor has a limited, nonexclusive license to access and use County Data as provided in this Agreement.

3.5. County hereby grants Contractor a royalty-free, limited, irrevocable, non-exclusive, transferrable license to use, copy, distribute, or archive the County Data for the purpose of analyses, or for anonymized, aggregate use in products distributed to Contractor's customers, and the creation of performance and industry reports.

3.6. The parties agree that as between them, all rights in and to Contractor Data shall remain the exclusive property of Contractor, and County has a limited, nonexclusive license to access and use Contractor Data as provided in this Agreement.

3.7. Contractor hereby grants the County a royalty-free, revocable, non-exclusive, non-transferrable license to use Contractor's Data for County's internal business purposes.

3.8. All County Data created and/or processed by the Service is and shall remain the property of the User or the County and shall in no way become attached to the Service, nor shall Contractor have any rights in or to the County Data without the express written permission of the User or County and may not include Protected Information.

3.9. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

3.10. Except as otherwise provided in the Agreement, Contractor and its subcontractors and suppliers hereunder shall retain all Intellectual Property Rights, including proprietary rights, in and to all Services and Software provided hereunder ("Licensed Services") that is not provided by a third-party. Contractor hereby retains all Intellectual Property Rights, including right, title, and interest in and to the Licensed Services, including but not limited to the software, and copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered) and trade secrets and all other similar proprietary rights associated therewith which are provided by Contractor, which shall include without limitation: (a) the source code of any software included in the hardware, where applicable; and (b) all modifications, extensions, upgrades, and derivative works of Contractor's Licensed Services. The County is not authorized to change, reconfigure, reverse engineer or in any way modify Licensed Services without Contractor's consent. Third-party software shall be subject to such third-party's terms and conditions.

4. **TERM**. This Agreement shall commence upon the Commencement Date and subject to the provisions of paragraph 5 below, shall continue for an initial period of three (3) years. Thereafter, this agreement may be renewed annually, upon ninety (90) days written authorization of the County, for successive periods of 12 months (each a "Renewal Term"), unless either party notifies the other party of termination, in writing, at least ninety (90) days before the end of the initial Term or any Renewal Period.

5. **PRICING SCHEDULE**.

5.1. As provided under the Purchase Order ("PO") by and between the parties, The County agrees to pay a one-time charge for equipment and hardware installation

as necessary to use the Software as well as SITA Flex Software training to County and GUC personnel to successfully implement the Services, of One Hundred Seventy-Three Thousand Six Hundred Forty-One and 84/100 ($173,641.84) (the "Initial Fee"). Pursuant to the PO, Eighty Seven Thousand Five Hundred Sixty and 89/100 U.S. Dollars ($87,560.89) of the Initial Fee was paid to Contractor to secure the equipment necessary for the Services, and that equipment is currently stored at GUC.

5.2. The County agrees to pay monthly service fees for the Term of the Agreement of Four Thousand Four Hundred Fourteen and 20/100 U.S. Dollars ($4,414.20) (the "Monthly Service Fee"). Following the Commencement Date, SITA shall invoice the County for the Monthly Service Fee and the County shall pay the invoice within thirty (30) days of its receipt. County. County will not withhold any taxes from monies paid to the Contractor hereunder and Contractor agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.

5.3. The Monthly Service Fee includes all fees for all Services provided pursuant to this Agreement, including the remote support services and licenses described in the SOW. Contractor's support representatives will not perform additional billable services, that would require reimbursement beyond the Monthly Service fee, without the County's prior written consent.

5.4. Additional equipment not initially part of the PO or SOW and the Initial Fee, may be purchased upon terms and conditions agreed upon by the parties. If additional equipment is purchased, the Monthly Service Fee will increase and some Services identified in this Agreement shall be provided at an additional cos

5.5. Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement after, nor shall any payments be made to Contractor in respect of any period after December 31 of any year, without an appropriation therefor by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (§ 29-1-101, et. seq., C.R.S.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20). The parties agree that (i) the County does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the County.

5.6. If, at any time during the term or after termination or expiration of this Agreement, County reasonably determines that any payment made by County to Contractor was improper because the Services for which payment was made were not performed as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from County, Contractor shall forthwith return such payment(s) to County. Upon termination or expiration of this Agreement, unexpended funds advanced by County, if any, shall forthwith be

returned to County.

5.7. There are no reimbursable expenses allowed under this Agreement, unless approved in writing, in advance, by the County.

5.8. The County shall provide to Contractor, at no cost, all necessary clearances and permits necessary to install and deliver the Services pursuant to this Agreement. If such costs are paid for directly by the Contractor, the County shall reimburse Contractor the actual cost.

5.9. The County is a tax-exempt entity under the laws of the State of Colorado and this purchase qualifies for sales tax exemption for sales to the United States government, the State of Colorado, its departments and institutions and its political subdivisions (county and local governmental, school districts and special districts); is a government purchase used only in an official governmental capacity; and will be paid for directly by a government agency.

6. **SCOPE OF SERVICES, SUPPORT AND CONTRACTOR RESPONSIBILITIES**.

6.1. Contractor, with input from, and in coordination with, the County's IT Department or other designated supervisory personnel (the "Manager") agrees to provide the Services listed and perform the technology related services described in the SOW.

6.2. The Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth in the SOW.

6.3. By signing below, Contractor represents that it has the expertise and personnel necessary to properly and timely perform the technology related services and the Services required by this Agreement, based on the mutually agreed schedule.

6.4. The Contractor shall perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

6.5. Contractor shall adhere to the County's established policies for airport identification and badging and shall comply with all necessary and reasonable paperwork, screenings and other requests related to obtaining such clearance. Internal corporate or Contractor user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures:

6.5.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation)

6.5.2. Account credential lifecycle management from instantiation through revocation

6.5.3. Account credential and/or identity store minimization or re-use when feasible

6.5.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets)

6.6. Contractor, through its actions, shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the County.

6.7. The Contractor may retain, hire and contract with outside subcontractors in the provision of Services under this Agreement however no such agreement or contract shall be entered into without the prior written consent of the County. Requests for approval shall be made in writing. As the County is relying on Contractor's represented professional qualifications in entering into this Agreement the following shall apply:

6.7.1. The County shall, in its discretion and upon reasonable and articulable grounds, be able to reject a subcontractor as unqualified or unsuitable, limit the number of subcontractors utilized or limit the percentage of Services performed by subcontractors.

6.7.2. All approved subcontractor contracts must contain a valid and binding provision that the subcontractor waives any and all rights to make any claim of payment against the County or to file any lien or encumbrance against County property arising out of performance of this Agreement and the subcontract.

6.7.3. Nothing in this Section or any other provision of this Agreement shall create any contractual relationship between the County and any subcontractor. The County's approval of a subcontractor shall not create in that subcontractor a right to any subcontract and it does not relieve the Contractor of its responsibilities under this Agreement.

7. **SERVICE LEVELS**.

7.1. This section shall have the following definitions.

7.1.1. "Maintenance Window" is the designated period of time for performing planned system maintenance, including but not limited to, Enhancements.

7.1.2. "P1" is a Critical issue having a fatal impact or crucially important to the

business and customers. Examples of P1s include: an unplanned outage of the Service or if key functionality is not working or available, a showstopper for a new release or upgrade or acceptance of a new code/feature is a P1

7.1.3. "P2" is a High Priority issue that impacts a function of the application that either has (i) a severe impact to a critical function that materially impacts GUC's ability to conduct routine business or to meet GUC's own service levels; or (ii) a subset of Users but not all Users are negatively impacted, causing an extreme degradation in productivity or use. No workaround exists for a High Priority issue.

7.1.4. "P3" is a Medium Priority issue that affects any GUC business process or function that does not qualify as a Critical or High Priority issue. The issue may involve production or non-production systems. If a workaround exists for the issue, it is either laborious or inefficient.

7.1.5. "P4" is a Low Priority incident, a minor issue that does not adversely impact any process or function that may be seen more as an inconvenience that requires a minor workaround to restore functionality.

7.1.6. A "Service Credit" is a dollar credit that Contractor will credit back to the County's account.

7.1.7. "Uptime" includes all aspects of a working solution, with no distinction between application, database, data center components etc. Uptime applies individually to all Services, including access capabilities by any User, for every environment. Uptime calculation excludes downtime associated with scheduled maintenance and upgrade periods including Enhancements.

7.2. Contractor shall perform all scheduled maintenance and Enhancements outside of operational hours for GUC, which are 4:00 AM MST to 11:00 PM MST ("Maintenance Window"). In the event a scheduled Maintenance Window will last more than three (3) hours, then Contractor will provide two (2) weeks prior written notice of what to expect and details on the maintenance or Enhancement. In such an instance, the County can select a specific window of time for the maintenance or Enhancement to occur in.

7.3. Contractor's guaranteed monthly Uptime percentage for the County is minimally 98.5%.

7.4. Contractor shall meet the following support response and resolution schedule.

Table 1: Support Response and Resolution Prioritization Schedule

Priority	Description	Target Response Time	Target Resolution Time
P1	Critical Priority/Outage	15 minutes (clock hours)	2 hours (clock hours)

P2	High Priority	1 hour (business day hours)	4 business hours
P3	Medium Priority	same day	2 business days
P4	Low Priority	3 business days	2 calendar weeks

7.5. Contractor shall provide notice as soon as reasonable when any of the metrics above are not met or are anticipated to not be met.

7.6. Service Credits shall be issued as follows.

7.6.1. 2% credit of one (1) Monthly Service Fee, any month for:

(i) Security – a failure to comply with the security requirements set forth in Section 9 of this Agreement.
(ii) Availability – if target is not met.

7.6.2. 2% credit of one (1) Monthly Service Fee, any month for:

(i) Support Response and Resolution – for failure to achieve 90% of the target response or resolve times within the response/resolve time requirements listed in Table 1 above.
(ii) Scans and Audits – failure to perform the audit scans required per Section 9 of this Agreement.

7.7. The following failures shall constitute a Substantial Breach per Section 12 of this Agreement.

7.7.1. Failure to meet availability or Support Response/Resolution targets per month in any three (3) months during a six (6) month period.

7.7.2. Data breach caused solely by the actions or inactions of Contractor.

8. **DATA PRIVACY**.

8.1. Contractor will use County Data only as provided in this Agreement, which include fulfilling its duties under this Agreement and for County's and User's sole benefit and will not share County Data with or disclose it to any Third Party without the prior written consent of County or User, as applicable, as provided hereunder, or as otherwise required by law. By way of illustration and not of limitation, Contractor will not engage in "data mining" of County Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by County.

8.2. Contractor will maintain the confidentiality of all County Data.

9. **DATA SECURITY AND INTEGRITY**.

9.1. Contractor shall provide physical and logical protection for all hardware, software, applications and data, including any third-party software, which are under the sole control of Contractor and used in connection with Services, such that it meets industry standards. Contractor shall comply with all applicable federal and state rules and regulations related to overall security and privacy.

9.2. County shall be responsible for providing physical and logical protection for all hardware, software, applications and data, including any third-party software, which are under the sole control of County and used in connection with Services, such that it meets industry standards. County shall comply with all applicable federal and state rules and regulations related to overall security and privacy.

9.2.1. County is responsible for ensuring that County Data shall be maintained on the Site in a secure environment to prevent unauthorized access, use or disclosure including industry-accepted firewalls, up-to-date antivirus software, and controlled access to the physical location of any hardware that contains County Data. Contractor shall be responsible for industry standard security measures regarding its processing of any County Data.

9.3. Contractor warrants that all County Data and End User Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon standard or National Institute of Standards and Technology (NIST) approved strong encryption method and standard.

9.4. Contractor shall promptly report all Data Incidents which impact the County and result in unauthorized disclosure or loss of data integrity.

9.5. Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Incident affecting the County:

9.5.1. A quarterly standard vulnerability scan of Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. Scan to be performed on best effort basis. The report must include the vulnerability, age and remediation plan for all issues identified as critical or high;

9.5.2. Contractor will provide County with summary information regarding the reports or other documentation resulting from the above audits, certifications, scans and tests within thirty (30) business days of Contractor's receipt of such results.

9.6. Based on the results and recommendations of the above audits, certifications, scans and tests, Contractor will advise County as to the general nature of any modifications that it has made. Contractor will respond to questionnaires to County to address any concerns. Contractor shall have no obligation to provide County or its representatives with information or access to systems or data that could directly or indirectly compromise the confidentiality or security of other Vendor customers' data and non-public information.

9.7. No payment card processing is occurring pursuant to this Agreement by either Contractor or the County. Any such use of the Software is expressly acknowledged by both parties as being unauthorized and outside the scope of work covered by this Agreement. The County will take reasonable measures to prevent its own network infrastructure from use for any form of payment card processing. The County will inform all Users of this provision in writing and will instruct all Users to utilize their own applications to process any payment card transactions.

9.8. The Parties agree that the Service is not designed for any collection or processing of credit card data using keyboard key-strokes or any MSR (magnetic swipe reader) on keyboards, standalone units, or in kiosks or bag drops and as such is not authorized by Contractor. County agrees that it shall not, and it shall instruct all Users to not, in any circumstances use the Service for any such collection or processing of credit card data. Contractor has no responsibility and no liability for any claim or demand arising from a third party that is a direct result of the County or User collecting or processing credit card data using any such keyboard key-strokes and/or MSR in connection with the Services provided at GUC. For the avoidance of doubt, this exclusion does not apply to any MSR physically incorporated into a chip and pin payment terminal that is PCI PTS compliant, encrypts data, and uses EMV chip card technology.

9.9. Contractor shall have a commercially reasonable written business continuity plan that complies with applicable laws and is designed to ensure Contractor's ability to perform its ongoing obligations under this Agreement and maintain the confidentiality, security and integrity of the Confidential Information of the County.

10. **RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA**.

10.1. Except as otherwise expressly prohibited by law or if impracticable based on the sole discretion of Contractor, Contractor will notify County in writing immediately upon receiving notice of any such request to disclose data that may include County Data and prior to making any such disclosure. Contractor will (i) consult with County regarding its response; (ii) cooperate with County's reasonable requests in connection with efforts by County to intervene and quash or modify the legal order, demand or request; and (iii) upon County's request,

provide County with a copy of its response.

10.2. If County receives a subpoena, warrant, or other legal order, demand or request seeking data maintained by Contractor, County will promptly provide a copy to Contractor. Contractor will supply County with copies of data required for County to respond within forty-eight (48) hours after receipt of copy from County and will cooperate with County's reasonable requests in connection with its response.

11. **DATA INCIDENT RESPONSE**.

11.1. The Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation which Contractor shall review annually. If the Contractor becomes aware of any Data Incident, it shall notify the County promptly and in accordance with applicable law and cooperate with the County regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the County. The Contractor shall cooperate with the County to satisfy notification requirements as currently defined in either federal, state, or local law. After a Data Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Data Incident in the future and implementing a remediation plan at no additional cost to the County.

11.2. Immediately upon becoming aware of any such Data Incident, Contractor shall fully investigate the circumstances, extent and causes of the Data Incident. Contractor will provide notice that a Data Incident has occurred and a summary report with sufficient information to make any required regulatory filings upon resolution of the issue.

11.3. Contractor, at its expense, shall reasonably cooperate with County's investigation of and response to any such Data Incident and shall additionally make its personnel available to the County for such purpose upon reasonable request.

12. **TERMINATION OR EXPIRATION AND DATA TRANSFER**.

12.1. Either party may terminate this Agreement at any time in the event that the other party breaches any material term of this Agreement ("Substantial Breach") and fails to cure such Substantial Breach within thirty (30) days after receiving written notice thereof or if the Substantial Breach cannot reasonably be cured during such period but the breaching party fails to begin diligent efforts to cure the Substantial Breach during this thirty (30) days and fails to continue such efforts until the Substantial Breach is cured.

12.1.1. In the event of County's termination for Substantial Breach by Contractor the Contractor shall return a prorated portion of any prepaid Monthly Services Fee.

12.1.2. Upon termination of this Agreement for any reason other than for

Substantial Breach by Contractor, all outstanding amounts due Contractor by County will become due and payable. Any Service Credits that have not been applied against the Monthly Services Fee described in Section 5 shall be offset against the outstanding amount. If Service Credits remain after the offset they will be paid by Contractor to the County.

12.2. Upon any termination or expiration, County and Users shall cease all use of Services. Contractor shall deactivate or delete County's account and all related information, files and data in County account or bar further access to the Site or the Services. If County has not removed all its information, files and data from the Site prior to the deactivation or deletion of the County's account, then Contractor shall promptly return to County all County Data, to the extent that it is not User data, in the format as it was retained or as mutually agreed to by the parties within ten (10) days of such termination or expiration.

12.3. Upon any termination or expiration, Contractor shall accomplish a complete transition of the Services from Contractor to the County or any replacement provider designated solely by the County at County's expense and as mutually agreed upon. Contractor shall reasonably cooperate with the County or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the County. All services related to such transition shall be performed at Contractor's current costs, mutually agreed upon by the parties in writing.

12.4. County may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. County may terminate this Agreement if the Contractor files a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of Contractor's assets; if Contractor is served with an involuntary petition against it, filed in any insolvency proceeding, and such petition is not dismissed within sixty (60) days of its filing; or if Contractor is a party to any dissolution, liquidation or assignment for the benefit of its creditors. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

12.5. During any period of service suspension, the Contractor shall not take any action to intentionally erase any County Data.

12.6. To the extent held by Contractor, Contractor will immediately preserve data upon receipt of a written request from the County to place a hold on data destruction or disposal of records in the event the County believes the data may be relevant to litigation the County reasonably anticipates. County will promptly coordinate with Contractor regarding preservation and disposition of these records.

12.7. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

13. **LIMITATION OF LIABILITY**.

13.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF ANTICIPATED BUSINESS OPPORTUNITIES, CONTRACTS, REVENUES, PROFITS OR SAVINGS; DAMAGE TO GOODWILL OR REPUTATION; OR INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY OTHER LAW.

13.2. Notwithstanding Section 13.1, Contractor's maximum aggregate liability for any breach of this Agreement, except as provided in Section 16.3, shall in no event exceed the total contract price for all fees as laid out in Sections 5.1 and 5.2, above. The Contractor's liability for any claim covered by the insurance policies set forth in Section 15, below, shall in no event exceed the maximum insurance coverage amount for each respective policy. This paragraph does not apply to Contractor's gross negligence, willful misconduct, or indemnity obligations. The Contractor's obligations pursuant to this paragraph shall survive the termination of this Agreement.

14. **WARRANTIES, REPRESENTATIONS AND COVENANTS**. Contractor represents and warrants that:

14.1. The Service and the Software will conform to applicable specifications, and operate and produce results substantially in accordance with the Proposal and SOW, attached hereto, as well as the Documentation, and will be free from deficiencies and defects in materials, workmanship, design and/or performance, as applicable, during the Term of this Agreement;

14.2. All Services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

14.3. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the County all rights with respect to the Software and Services free and clear from all liens, adverse claims, encumbrances and interests of any third party;

14.4. There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that the Software or Service infringes, violates or misappropriates any

third party rights; or (ii) adversely affecting the Software or Service or Contractor's ability to perform its obligations hereunder;

14.5. Provided the County has used the Services and equipment in accordance with the terms of this Agreement without unauthorized usage or modification, the Service and Software will not, standing alone and not only in combination with any third party software or hardware, infringe any patent, copyright or trademark, right of any third party;

14.6. The Software and Service will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data. Contractor shall be responsible for the completeness and accuracy of the Services, including all supporting data or other documents prepared or compiled in performance of the Services, and shall correct, at its sole expense, all significant errors and omissions therein.

14.7. Disabling Code Warranty. Contractor represents, warrants and agrees that the Services and Software do not contain and County will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any County system or Data (a "Disabling Code"). In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to County, to: (a) restore and/or reconstruct any and all Data lost by County as a result of Disabling Code; (b) furnish to County a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to County. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

14.8. Third Party Warranties and Indemnities. Contractor will use best efforts to assign to County all third party warranties and indemnities that Contractor receives in connection with any products provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities through to County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third party agreements.

14.9. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY.

15. **INSURANCE**.

15.1. General Conditions: Contractor agrees to secure, at or before the time of

execution of this Agreement, the following insurance covering all equipment, operations, goods and Services provided pursuant to this Agreement.

15.1.1. Contractor shall keep the required insurance coverage in force at all times during the Term of the Agreement, or any extension thereof and during any warranty period.

15.1.2. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as A- and/or VIII or better.

15.1.3. Each policy shall contain a valid provision or endorsement naming County as Certificate Holder and requiring notification to the County in the event any of the required policies is canceled or non-renewed before the expiration date. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

15.2. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Commencement Date for this Agreement shall not be prior to placement of coverages required under this Agreement. Contractor certifies that the certificate(s) of insurance attached as Exhibit C complies with all insurance requirements of this Agreement. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

15.3. Additional Insureds: For all coverages required, excluding Workers Compensation and Professional Liability, Contractor and subcontractor's insurer(s) shall include the County as an additional insured.

15.4. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement.

15.5. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured

under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

15.6. Excess/Umbrella Liability. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

15.7. Workers Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

15.8. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence and $2,000,000 policy aggregate. The policy shall not exclude or reduce coverage for mobile equipment, personal injury, blanket contractual and death. Personal injury must have the employee exclusion deleted.

15.9. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit for bodily injury and property damage, applicable to all owned, hired and non-owned vehicles used in performing Services under this Agreement, if applicable.

15.10. Professional Liability (Errors & Omissions) Insurance: Contractor shall maintain a minimum limit of $1,000,000 per occurrence and $1,000,000 policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.

15.11. Technology Errors & Omissions, Network Security and Privacy Liability (Cyber): Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of $1,000,000 per occurrence and $2,000,000 policy aggregate.

15.12. Additional Provisions:

15.12.1. If excluded from any policy coverage, this Agreement shall be specifically named an insured contract.

15.12.2. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention.

15.12.3. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.

15.12.4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included.

15.12.5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

15.12.6. All policies shall be written on an occurrence form. If that is unavailable, claims-made coverage may be accepted by the County provided the retroactive date is on or before the Commencement Date or the first date when any goods or services were provided to the County, whichever is earlier, and continuous coverage will be maintained for an extended discovery period of three (3) years beginning at the time all Services pursuant to this Agreement are completed or the Agreement is terminated, whichever is later.

15.12.7. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

15.12.8. **Contractor acknowledges and agrees it is not entitled to, (i) workers compensation coverage or (ii) unemployment insurance benefits, from the County**. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

15.12.9. If Contractor fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to County, County shall be entitled to immediately terminate this Agreement.

15.12.10. The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

16. **DEFENSE AND INDEMNIFICATION**.

16.1. Contractor will defend, indemnify, and hold the County (and its officers, directors, employees and agents) harmless from and against any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Services or Software provided pursuant to this Agreement (other than that due to County

Data). In case of such a claim, Contractor may, in its discretion, procure a license that will protect the County against such claim, at no cost to the County, replace the Service or Software with a non-infringing Service or Software, or if it deems such remedies not practicable, Contractor may terminate the Service and this Agreement without fault, provided that in case of such a termination, the County will receive a pro-rata refund of any Monthly Service Fee prepaid for use of the Service not yet furnished as of the termination date.

16.2. Without regard to the limitation in Section 13.2, Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of third-party claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to data privacy breach, resulting from Contractor's performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable.

16.3. With regards to the indemnity provisions in Section 16.2, Contractor's maximum aggregate liability for any breach of this Agreement shall in no event exceed the total three (3) times the contract price for all fees as laid out in Sections 5.1 and 5.2, above. The Contractor's liability for any claim covered by the insurance policies set forth in Section 15, below, shall in no event exceed the maximum insurance coverage amount for each respective policy. This paragraph does not apply to Contractor's gross negligence, willful misconduct, indemnity obligations or breach of Contractor's security obligations. The Contractor's obligations pursuant to this paragraph shall survive the termination of this Agreement.

16.4. In case of any claim that is subject to indemnification under this Agreement, the Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to the Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability.

16.5. In case of any claim that is subject to indemnification under this Agreement, to the extent that it becomes aware of the claim prior to Contractor, County will provide the Contractor reasonably prompt notice of the relevant claim. To the extent that County fails to do so, and such failure impairs the ability of Contractor to defend the claim, Contractor reserves the right to not provide full indemnification.

16.6. This defense and indemnification obligation shall survive the expiration or

termination of this Agreement.

17. **CONFIDENTIALITY AND NONDISCLOSURE**.

17.1. "Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished or otherwise accessible to the other party in written or tangible form in connection with this Agreement, including, without limitation, PCI, PII, PHI, County Data, and Protected Information. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.

17.2. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party as evidenced by tangible written record; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential as evidenced by tangible written record; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order including but not limited to the requirements of the Colorado Public Records Act, provided that the receiving party will promptly inform the providing party of any such proposed disclosure or such information and cooperate with any attempt to procure a protective order or similar treatment.

17.3. Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder.

17.4. Within ten (10) days of termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control if instructed to do so by the disclosing party. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.

17.5. If a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to

the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

17.6. The confidentiality obligations set forth in this Section will survive the termination or expiration of this Agreement.

18. **COLORADO OPEN RECORDS ACT**. The parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. In the event of a request to the County for disclosure of such information, the County shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the County will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the County, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the County of all reasonable attorney fees, costs and damages that the County may incur directly or may be ordered to pay by such court.

19. **STATUS OF CONTRACTOR**. This Agreement constitutes an agreement for performance of the Services by Contractor as an independent contractor and not as an employee of the County. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between the County and Contractor except that of independent contractor. Contractor shall have no authority to bind the County.

20. **WHEN RIGHTS AND REMEDIES NOT WAIVED**. In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

21. **COLORADO GOVERNMENTAL IMMUNITY ACT**. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

22. **TAXES, CHARGES AND PENALTIES**. The County shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation

stated herein.

23. **ASSIGNMENT**. Provided that prior notice is given to the County, this Agreement may be assigned by Contractor to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of Vendor's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any other assignment shall require that Contractor obtain the County's prior written consent. Any purported assignment in violation of this Section will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

24. **NO THIRD PARTY BENEFICIARY**. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

25. **ENTIRE AGREEMENT**. This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

26. **SEVERABILITY**. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

27. **CONFLICT OF INTEREST**.

    27.1. The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services or Software described in this Agreement. The Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services or Software and Contractor shall not employ any person having such known interests.

    27.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has

given the Contractor written notice describing the conflict.

28. **NOTICES**. All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid. Electronic mail is not sufficient for notice.

If to Contractor at:
SITA Information Networking Computing USA Inc.
Attn: Contract Management
3100 Cumberland Blvd. SE
Suite 900
Atlanta, GA 30339
amer.contract.management@sita.aero

With a copy to:
SITA Information Networking Computing USA Inc. – Legal Dept.
3100 Cumberland Blvd. SE
Suite 900
Atlanta, GA 30339

If to County at:
Gunnison County Information Technology Director
221 N. Wisconsin St.
Suite E
Gunnison, CO 81230
support@gunnisoncounty.org

With a copy to:
Gunnison County Attorney's Office
200 E. Virginia Ave.
Gunnison, CO 81230
mhoyt@gunnisoncounty.org

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

34. **GOVERNING LAW; VENUE**. Any and all claims, disputes or controversies related to this Agreement, or breach thereof, shall be litigated in the District Court for Gunnison County, Colorado, which shall be the sole and exclusive forum for such litigation. This Agreement shall be construed and interpreted under and shall be governed by the laws of the State of Colorado.

35. **FEDERAL RIGHTS**. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the County and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the County for airport purposes and the expenditure of federal funds for the extension, expansion or development of GUC. As applicable, Contractor shall comply with the Standard Federal Assurances, including but not limited to, all applicable Federal Aviation Administration (FAA) Airport Assurances.

36. **ACCESSIBILITY**. Contractor is obligated to maintain software in a way that facilitates County's compliance with the most-current 508 Standards, WCAG 2.0 Level A and Level AA Success Criteria and ADA requirements. Scans/audits shall be performed by Contractor at least quarterly to verify compliance with written notice made to the County on non-compliances found, including how to fix and also whether additional training or software enhancements are needed.

37. **NO DISCRIMINATION IN EMPLOYMENT**. In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

38. **IMMIGRATION COMPLIANCE CERTIFICATION**. This Agreement is subject to the provisions of § 8-17.5-101, et seq., C.R.S. and the Contractor is liable for violations as provided in the statute. The Contractor certifies that:

38.1 At the time of this Agreement, the Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

38.2 Contractor will participate in the E-Verify program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees newly hired for employment to perform Services under this Agreement.

38.3 Contractor will require any subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

38.4 If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, it will notify the subcontractor and the County within three (3) days. The Contractor will then terminate such subcontractor within three (3) days of such notice if the subcontractor does not stop employing

or contracting with the illegal alien, unless during the three (3) day period, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

38.5 Contractor will comply with all reasonable requests made in the course of any investigation under § 8-17.5.-102, C.R.S. by the Colorado Department of Labor and Employment

39. **LEGAL AUTHORITY**. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

40. **NO CONSTRUCTION AGAINST DRAFTING PARTY**. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

41. **ORDER OF PRECEDENCE**. In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

42. **SURVIVAL OF CERTAIN PROVISIONS**. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

43. **INUREMENT**. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

44. **TIME IS OF THE ESSENCE**. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

45. **FORCE MAJEURE**. Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such

party's negligence, including war, fire, flood, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation*; **provided, however,*** the any delay caused by the ongoing Covid-19 Pandemic shall not be considered a force majeure event hereunder. The time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be resolved of any further obligation to the other.

46. **PARAGRAPH HEADINGS**. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

47. **COUNTY EXECUTION OF AGREEMENT**. This Agreement is expressly subject to and shall not be or become effective or binding on the County until it has been fully executed by all signatories of the County.

48. **COUNTERPARTS OF THIS AGREEMENT**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

49. **ELECTRONIC SIGNATURES AND ELECTRONIC TRANSMISSION**.

49.1 Contractor consents to the use of electronic signatures by the County. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

49.2 The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

50. **ON-LINE AGREEMENT DISCLAIMER**. Notwithstanding anything to the contrary herein, the County 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 Agreement.

51. **RECORDS**. Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

51.1 In the event the County receives federal funds to be used towards the Services performed under this Agreement, the FAA, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to specific grant programs for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

ATTACHED EXHIBITS
EXHIBIT A – PROPOSAL
EXHIBIT B – SERVICE SCHEDULE
EXHIBIT C – PURCHASE ORDER
EXHIBIT D – CERTIFICATE(S) OF INSURANCE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

BOARD OF COUNTY COMMISSIONERS
GUNNISON, COLORADO:

By:_____
Jonathan Houck, Chairperson

ATTEST:_____
Deputy Clerk

By:_____
Roland Mason, Vice Chairperson

By:_____
Elizabeth Smith, Commissioner

SITA INFORMATION NETWORKING
COMPUTING USA INC.

By:_____
_____, _____

STATE OF _____
COUNTY OF _____

The foregoing Agreement was acknowledged before me this _____ day of _____, 2021 by _____, _____ SITA Information Networking Computing USA Inc.

_____ _____
Notary's official signature Commission expiration date

EXHIBIT A



Proposal for

Common Use Passenger Processing and Information Display Systems

At Gunnison-Crested Butte Regional Airport (GUC)

September 30th, 2021

SITA

3100 Cumberland Blvd.
Suite 900
Atlanta, Georgia 30339
www.sita.aero

September 30th, 2021

Rick Lamport
Gunnison-Crested Butte Regional Airport
Gunnison, CO 81230
Email: RLamport@gunnisoncounty.org

Re: Request for Proposals for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS

Dear Rick:

On behalf of everyone at SITA, it is with great pleasure that we present our proposal to meet Gunnison-Crested Butte Regional Airport's requirements for a Common/Shared Use Passenger Processing and Information Display Systems. For your consideration, we are proposing our solutions for the design, procurement, installation, and support of these systems.

We recognize the essential role that Common Use platforms play in modernizing a world-class airport such as GUC and we are privileged to be the Common Use provider for more than 460 airports around the globe. Offering Common Use solutions presents an opportunity to optimize the processes and resources associated with passenger processing at your airport and the flexibility of our platform can be built upon in the future to incorporate industry leading technology like SITA's Smart Path solution, which provides a touchless, biometric enabled travel experience using your face as your ID. Improving the passenger journey is so critical for business growth, so partnering with a technology provider dedicated to the air transportation industry that consistently and successfully delivers and supports airport projects like GUC's is key to ensuring a successful project that will increase passenger satisfaction, promote greater deployment flexibility, optimize your passenger traffic, and provide a more agile environment for additional airline service.

SITA's Common Use Passenger Processing System meets and exceeds GUC's requirements in the following ways:

- Ability for any of the airlines currently serving GUC to use the shared/common use positions.
- Ability to add and support any future airlines that will fly into GUC, including low-cost carriers.
- Ability to optimize common-use equipment which enables your airport to swiftly respond to disruption, minimizing impacts on queues, departures, and passengers.

SITA Information Display System (SITA IDS) is a next-generation passenger experience platform built with modern technologies for the smart airport. It was formerly known as SITA AirportVision and operational in hundreds of airports worldwide. SITA IDS provides a cost-effective option to display flight arrival/departure (international and domestic), baggage, gate, and check-in/ticket counter-information, on DDC or DDC Free displays throughout an airport. SITA is developing this product in an agile manner with experienced development and support organization behind it.

It is with sincere pride and interest that SITA submit this proposal to GUC where we welcome this opportunity to begin an existing proactive, long-term relationship. If you have any questions regarding the content provided herein, please feel free to contact me at (770) 371 9869 or at Bryson.Threatt@sita.aero at your convenience.

Respectfully,

Bryson Threatt
Account Associate

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1. Executive Summary

With more than 70 years of experience, more than any other provider offering similar services, SITA leads the market in airport and airline technology. SITA's Flex, the next generation common use platform continues with that tradition. Using SITA's next-generation **cloud-based technologies**, we can deliver an end-to-end integrated innovative solution across an open platform that works across the industry.

Understanding the growth that GUC has been experiencing over the past several years and knowing additional airlines will be starting service at GUC in the coming months, SITA Flex technology provides the **operational and scalable** requirements essential to meet the satisfaction of your airline customers and GUC's operational profitability. GUC can expect to receive the following benefits by offering a Common Use Solution at check-In as well as at the departure gates:

- An end-to-end contactless environment
- Reduced operating costs
- Integration allowing airline staff to use their mobile devices and passengers to use their own mobile devices to print boarding passes and bag tags.
- Hardware flexibility allowing airlines to innovate their applications without the need for certification

SITA Flex can support both Cloud and On-Premise hybrid operation, for existing and new applications, allowing your airline customers to decide at their own pace of change which choice is best.
SITA Flex helps airports of all sizes meet the challenge of scaling operations up or down to meet changes in passenger numbers and airport infrastructure. A track record of success, reliability, quality, and customer satisfaction that remains unrivaled in the industry can be evidenced in speaking with our airport partners such as Raleigh Durham International, Jackson Hole Airport, Hartford's Bradley International and by airlines like United, American, Southwest and Frontier.

For our Information Display System (IDS), its main features include:

- Simple run anywhere administrative access from any web-enabled device
- Simple, intuitive airport operational functions (Check-in Operations, Flight Tracking, Gate Operations)
- Digital Display Controller (DDC) free technology – system on a chip Smart TV ready
- Chromium-based browser display engine
- Built using modern web technologies (HTML 5, microservices and APIs)
- Multi-site / Multi-tenant public cloud support
- Out-of-the-Box, ready-to-use templates

SITA IDS DDC-free technology complies with Chromium-based browsers without locking an airport into a device/software ecosystem. SITA IDS also supports modern commercial displays with a system-on-chip (SoC) functionality. SoC integrates all the necessary components from a traditional digital display controller (DDC) into the monitor, for a simple all-in-one solution.

SITA IDS supports the following SoC display vendors:

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- LG WebOS – WebOS 3.2 and better (display models from 2017 and newer)
- Samsung Tizen – Tizen 3 and better (known as SSSP5, display models from 2017 and newer)

SITA IDS includes the following Out-of-the-Box templates (see Section 5 for more details):

- Check-In (CI)
- Departure (D)
- Arrival (A)
- Arrival Summary (AS)
- Gate (G)
- Baggage Carousel (BC)
- Static Media (SM)
- Global Emergency (EMR)

For operations to run efficiently, **service and support** are critical requirements that need to be considered as well. SITA has more than 30 years of experience installing and maintaining passenger processing applications and services at airports both domestically and internationally. SITA currently manages nearly 50,000 common use workstations worldwide – these systems check in approximately 1.5 billion passengers per year. Our Service Centers are in Montreal and Singapore providing a 24x7 follow-the-sun support operation. Our Flex platform team of engineers are primarily based in our Bohemia, NY office ready to support our command center technicians as needed to ensure both airport and airlines technology performance is optimal.

As GUC reviews SITA's proposed technology solution and commercial terms, be assured that SITA, the only provider in the industry 100% dedicated to the transportation industry, is committed to ensuring we deliver, support, and maintain the highest quality of products and services regardless of airport size or years of business.

We would be delighted and honored to be selected by GUC to be your Common Use and Information Display technology partner.

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2. Technical Design

For the Common Use Passenger Processing System at GUC, SITA is proposing a cloud-based solution with on-premises hardware. The cloud-based solution supports both web-based and legacy airline applications that are not ready for Cloud.

At the foundation of our proposed common use platform is Flex. Flex is shared across all customers who connect to our service and is not airport specific. Because of the critical nature of your check-in systems and airlines and passengers they service, high availability and disaster recovery are designed into our Cloud solution. Connectivity between the airport and Flex common use service is established over Customer provided LAN. Higher availability connectivity options are available if the airport determines their risk profile is greater. Airport applications are distributed and accessible at every common use workstation. No additional workstation configuration is required. End-points service availability is achieved through the sheer volume of devices deployed throughout the airport.

The Airport will be supported by Flex, which is hosted in the Azure Cloud. Within the designated Azure Cloud, the common use platform is made up of multiple self-sustaining zones to provide redundancy and high availability and uses load balancers to ensure that no interruption of a zone impacts the platform.

From the Cloud to the airport, SITA has created a Secure Zone. The Secure Zone is designed to provide security across the solution. External traffic will traverse safely through the Secure Zone established at the edge of the airport out to external service providers such as the airlines' DCS and SITA platform and management services. The Secure Zone consists of External Services infrastructure at the airport's edge comprised of a firewall, proxy device, switch, and domain controller designed to create a secure tunnel, traversing across the internet out to the designated service providers. A domain controller permits local authentication in the event connectivity to the Master Domain in the Cloud is lost. It is assumed the domain controller will reside within the airport provided core room. The client workstations connect to Customer provided LAN. The inventory of the client devices and associated peripherals to be supplied can be found below. The physical, logical, and rack diagrams provided on the upcoming pages illustrate the interconnectivity of solution components.

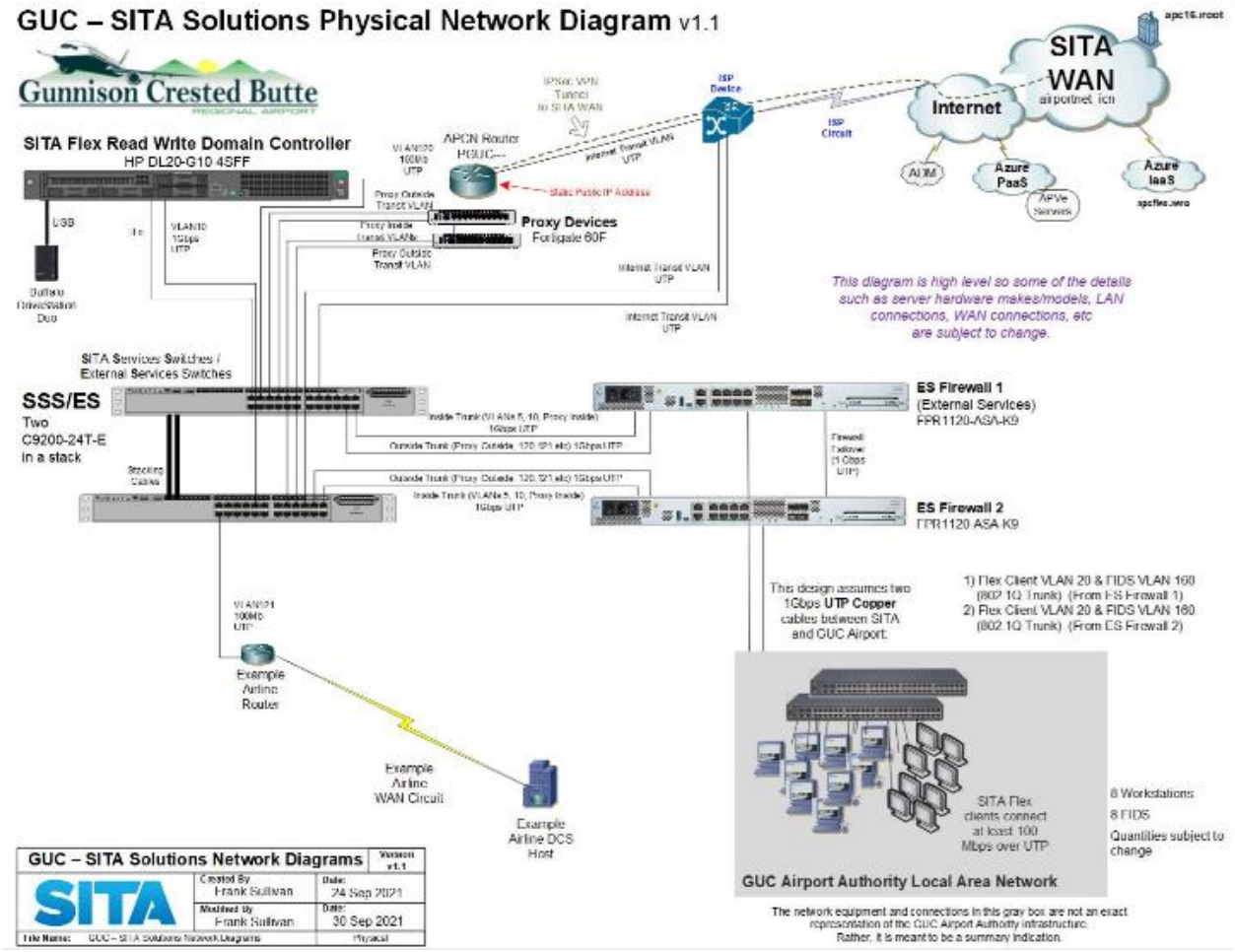
SITA Flex is an IATA-compliant solution that enables airports, airlines, and their handling agents to use shared airport infrastructure to access their respective IT applications. These applications include:

- CUPPS ("Common Use Passenger Processing Systems") applications
- CUTE "(Common Use Terminal Emulator") applications, or "TEs"
- Web browser-based applications (i.e., FIDS)

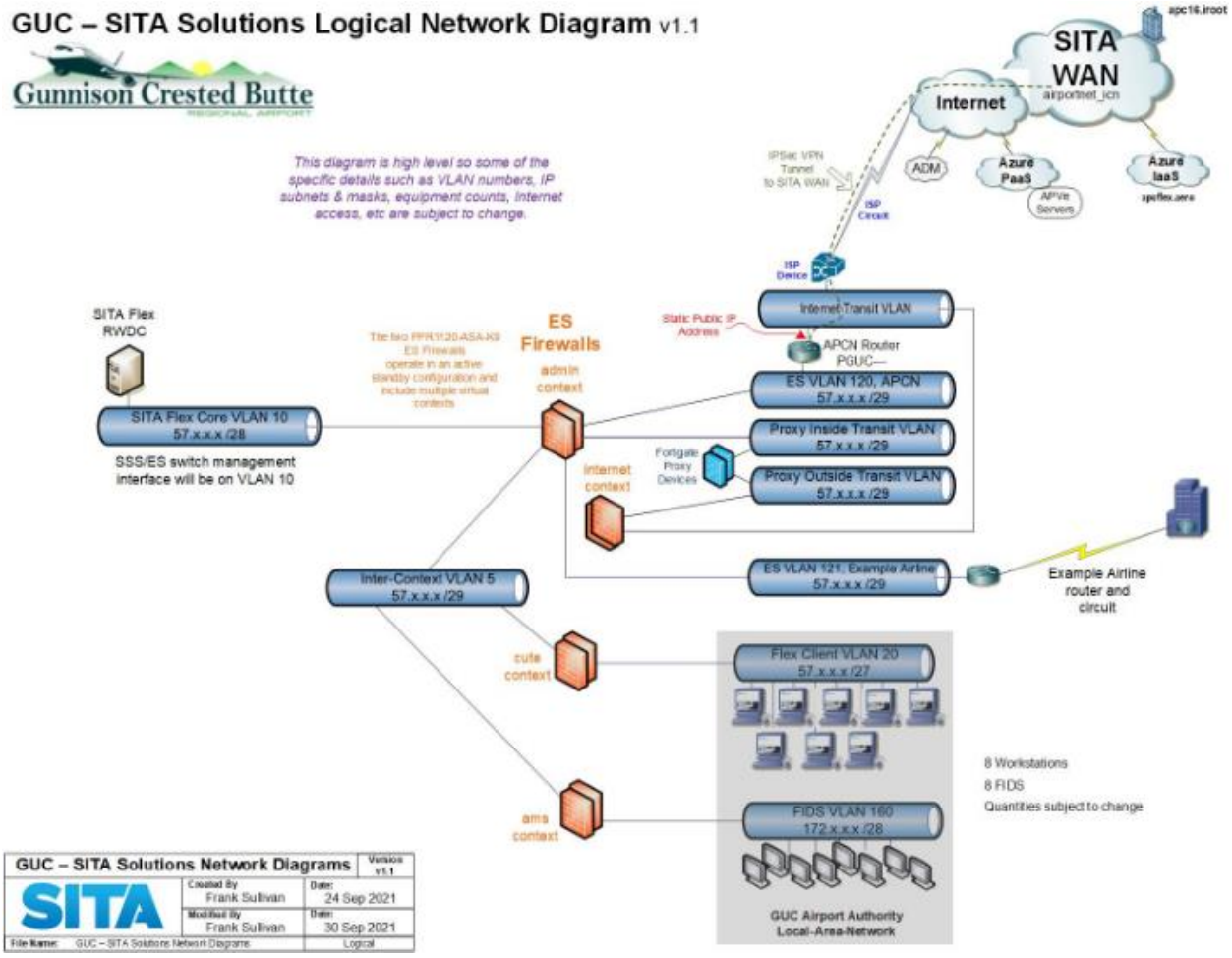
All airlines running on SITA Flex will need to provide their own standalone payment system or integrate with SITA's Common Use payment solution (currently not included in this offering).

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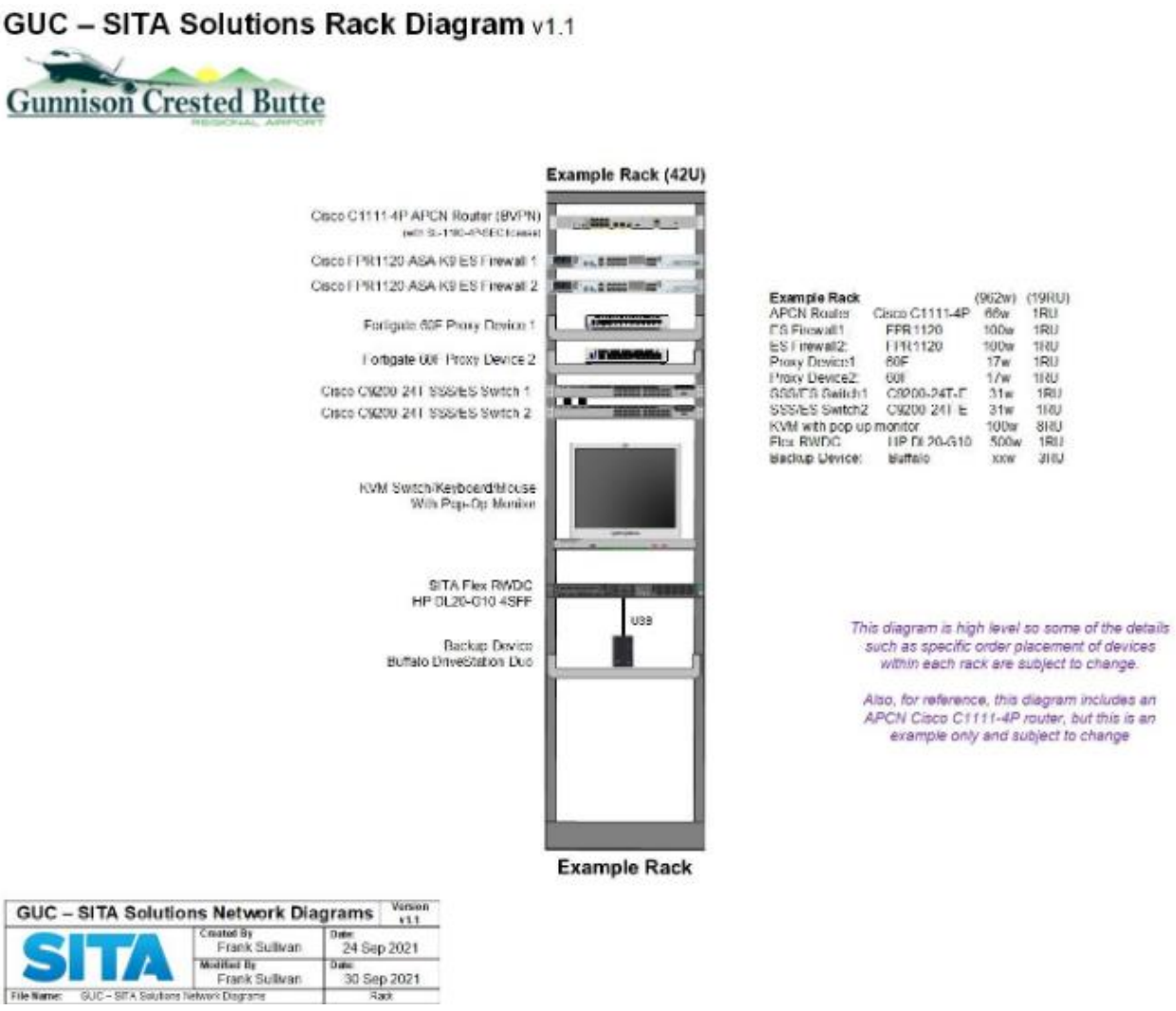
Solution Diagrams



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Azure services, the Secure Zone and the workstations and peripherals are continuously monitored by the SITA Command Centers (SCC) 24x7 to assure their availability. Advanced tools scour the solution to identify and isolate irregular activity for further investigation. Machine learning is used to identify and intervene before events are detectable by users. Self-help and remote support teams are also deployed to remediate interruptions and rapidly restore service. Only hardware faults require onsite physical interventions. Please refer to Section 5 for further information on SITA's support model.

Network - Access Layer

It is SITA's understanding that GUC Airport Authority will provide the access layer network at GUC. SITA calls this type of access layer a "3rd party network", and for security reasons, 3rd party networks must connect with the SITA Core via the SITA ES Firewalls. The SITA design for GUC assumes that these connections will be via two 1Gbps UTP copper cables (Cat 5e or better). However, these connections can instead be fiber if required or preferred by the GUC Airport Authority. See the GUC network diagrams for further information.

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SITA requires that each SITA client have at least a 100 Mbps UTP Ethernet connection. Cat5e or better.

Airport authority access switches can of course connect non-SITA components, as long as those non-SITA components do not reside on the same VLANs as the SITA common-use components.

- The SITA proposal for GUC assumes a Layer 2 design in which all SITA Product Client VLANs are connected to the SITA ES Firewalls.
- The SITA proposal for GUC assumes that the SITA server and clients will utilize SITA provided 57.x.x.x IPv4 addressing.
    - SITA owns the 57.x.x.x Class A IP subnet and recommends use of this addressing.

Core and Network Hardware Components

Item	Description	Online Qty	Spares Qty	Total
Read Write Domain Controller	HPE DL-20	1	0	1
Server Backup	Buffalo Drive Station Duo	1	0	1
Switches	Cisco Catalyst 9200	2	0	2
Firewalls	Cisco Firepower 1120 ASA	2	0	2
Proxy Device	Fortigate 60F	2	0	2
ISP Device	TBD Model	1	0	1

End User Workstations and Peripherals Hardware Components

Item	Description	Online Qty	Spares Qty	Total	Warranty Years
CUPPS Workstation	HP EliteDesk 800 G5 SFF	9	1	10	3
Monitor	HP E190i 19”	9	1	10	3
Boarding Pass Printer (ATB)	Custom TK302 w/auto cutter	4	1	5	5
Baggage Tag Printer (BTP)	Custom TK202 w/roll holder	4	1	5	5
Document Control Printer (DCP)	Okidata ML320T	5	1	6	5

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Boarding Gate Reader	Access BGR 135	4	1	5	5
Keyboard	Access AKB599 MSR/OCR Integrated Keyboard	9	1	10	5

Note: SITA recommends two (2) spares for each type of equipment. However, a minimum of one (1) spare is included for equipment quantities under ten (1) except for SITA's core and network devices.

Description	Hardware Graphic Examples
HP EliteDesk 800 G5 SFF; HP 19" Monitor	 
Custom TK302 ATB w/ auto cutter	
Custom TK202 BTP w/roll holder	

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Description	Hardware Graphic Examples
Okidata ML320T DCP	
Access BGR 135	
Access AKB500 MSR/OCR Keyboard	

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Core and Network Software Components

Item	Description	Online Qty	Spares Qty	Total
Server License	Windows Server 2016	1	0	1
Switch License	Cisco DNA Essentials, 3-year license	2	0	2
Switch License	SmartNet protection 5-years	10	0	10
Firewall License	Security Context Licenses	2	0	2
Service Bandwidth	2 Mbps VPN Service Bandwidth	1	0	1
Proxy Device Software	Fortigate Forticare	1	0	1
Asset Management License	CMS Altiris	1	0	1
Antivirus License	Symantec Endpoint	1	0	1

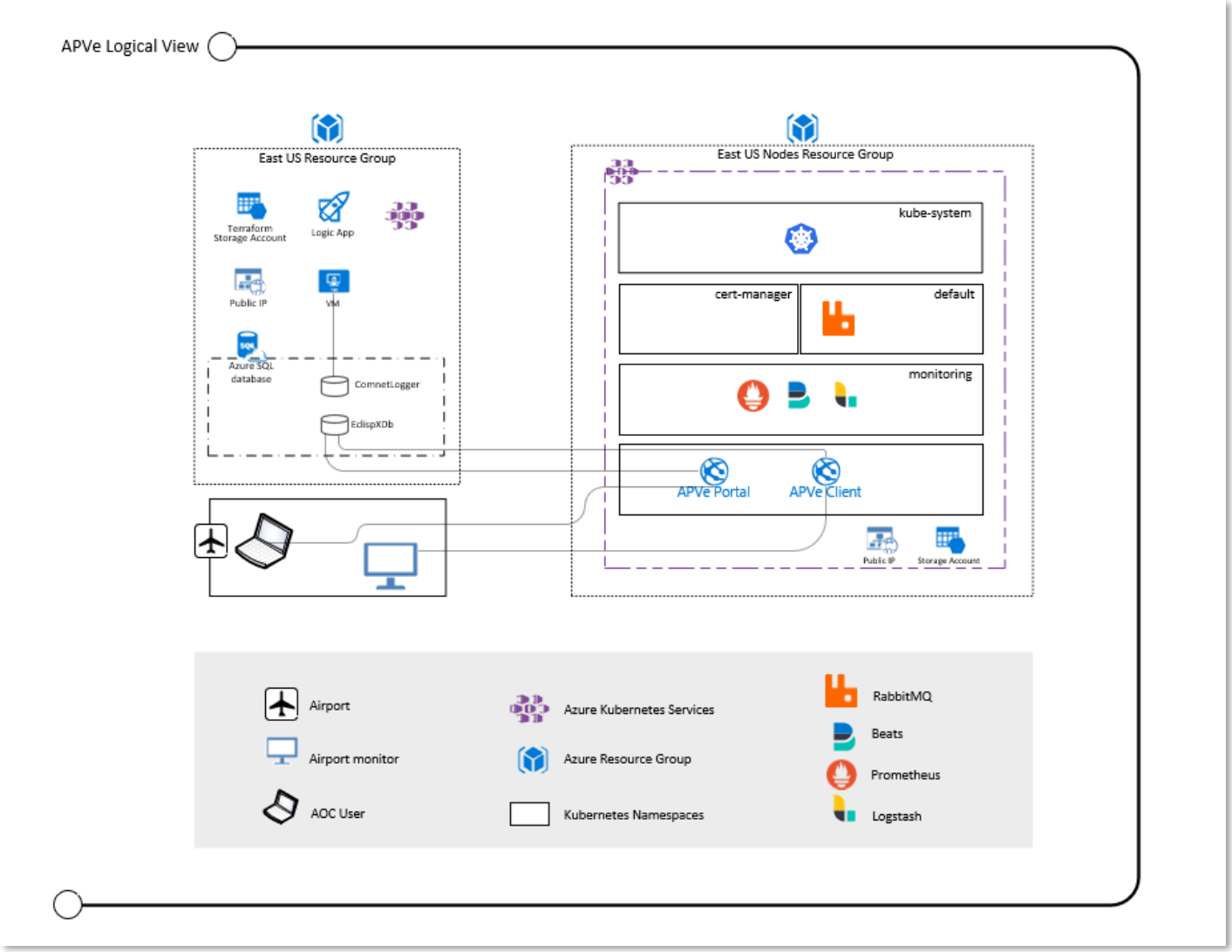
End User Workstations and Peripherals Software Components

Item	Description	Online Qty	Spares Qty	Total
Operating System License	Windows 10 IoT Enterprise 2019	9	1	10
Client Access License	Windows Server CAL	9	0	9
Asset Management License	CMS Altiris	9	0	9
Antivirus License	Symantec Endpoint	9	0	9

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For the Information Display System (IDS) at GUC, the diagram below provides a logical overview of the proposed **GUC** airport deployment in a public cloud.

SITA uses Kubernetes to host all application microservices, and the public cloud provider hosts databases. SITA IDS supports multi-tenancy, and a single cluster can support many airports. **GUC** airport will get its dedicated namespace inside the group to isolate data and specific features/customizations from other users. **GUC** airport will be provided its domain name to access SITA IDS over web-browser. Example **GUC**.cloudids.aero/portal or **GUC**.cloudids.aero/departures etc.



SITA used established industry tools to automate the application deployment process and reduce delivery time of production and non-production environments needed for testing, training, and UAT.

The SITA IDS administration client provides a common framework, user interface, and functions.

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Core framework values include:

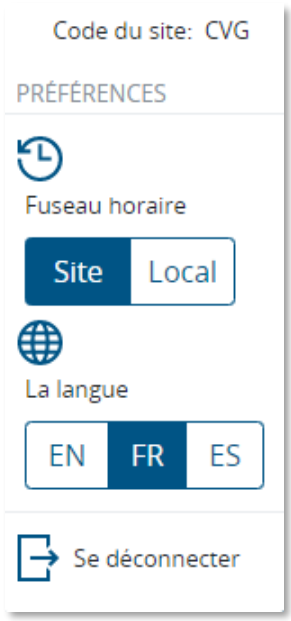
- HTML5 browser support, optimized for Chrome / Chromium-based browsers
- Responsive UI, same experience over a PC and tablets
- Username / Password authentication inclusive of strong passwords
- User auditing and access to only necessary functions and site(s)
- Local Time access and System time access
- Multi-language support. The system supports natively English, French, and Spanish. As part of the product roadmap, additional language support will be added inclusive of right-to-left languages.
- Simple and intuitive user interface

If a user is accessing the system who has access to multiple sites, they are presented with a site selection.



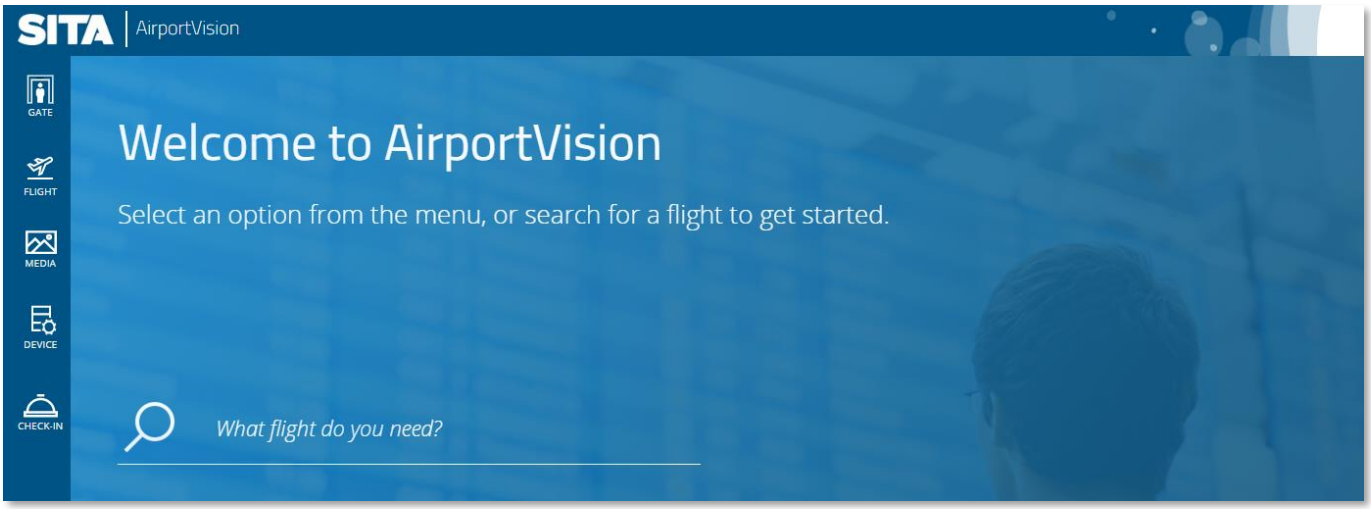
Example of the multiple site access (shown in French)

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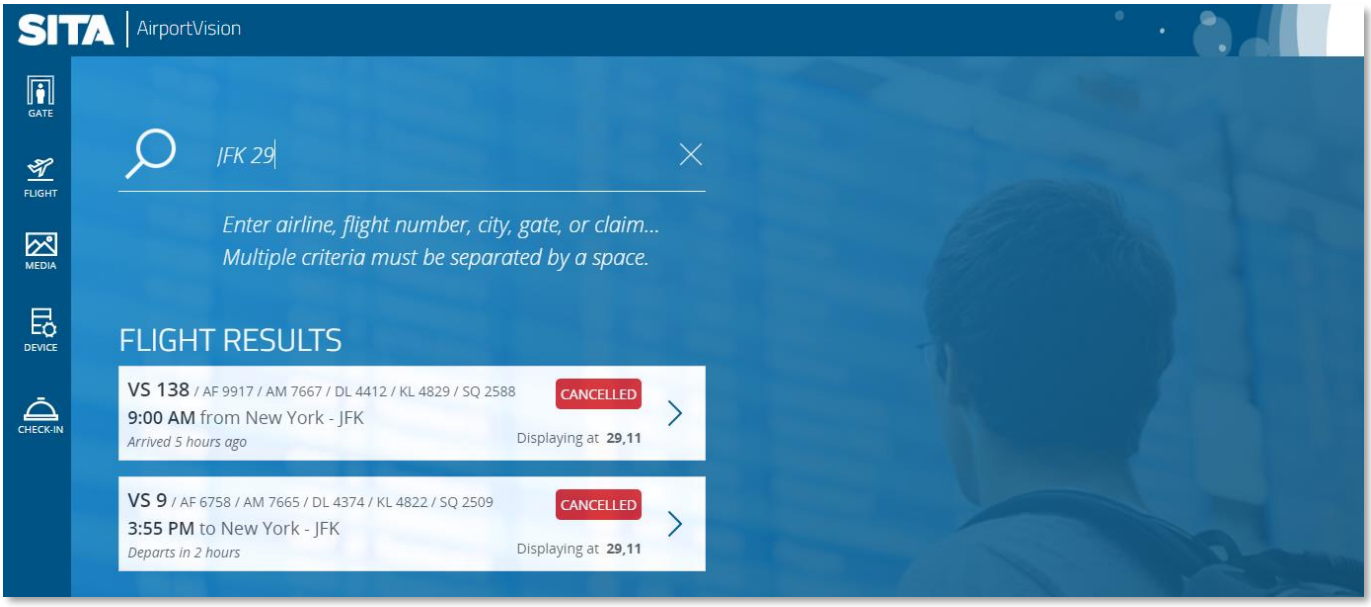
Example of the "Preferences" dialog box (shown in French)

The welcome page of SITA IDS provides a "fuzzy" search, and it is extremely user-friendly when you only know partial information. For Example, a user could type "DL," and it could return Delta Airlines flights or flights that are Delayed. Another example might be where a user types the numeric value of 27. The result could return any flight number values inclusive of 27 (mainline or codeshare), or any resources using the value of 27 (gate 27, check-in 27, claim 27, etc.). Users can search for airlines, flight number, city, gate, or claim. SITA IDS also supports multiple criteria searches.



Example of the "Welcome" page, including the search function

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Example of the search results with multiple search criteria

The SITA IDS flight module allows an authorized user to do the following:

- Add flights based on the user
- Restrict/enable access to flights based on the user
- Restrict/enable access to fields on a flight based on the user
- Access a fixed set of user fields:
  - Arrival / Departure Indicator (ADI)
  - Mainline Carrier
  - Mainline flight number
  - Code Share Carrier (limit of 5 in the user interface)
  - Code Share Flight number (limit of 5 in the user interface)
  - Scheduled Time of Operation
  - Estimated Time of Operation
  - Actual Time of Operation
  - Destination (departure movement) or Origin (arrival movement)
  - Flight Status
  - Gate
  - Check-in (departure movement)
  - Baggage Claim (arrival movement)
  - Toast

Data fields may or may not be editable; if a user cannot edit them, they will be greyed out in the user interface

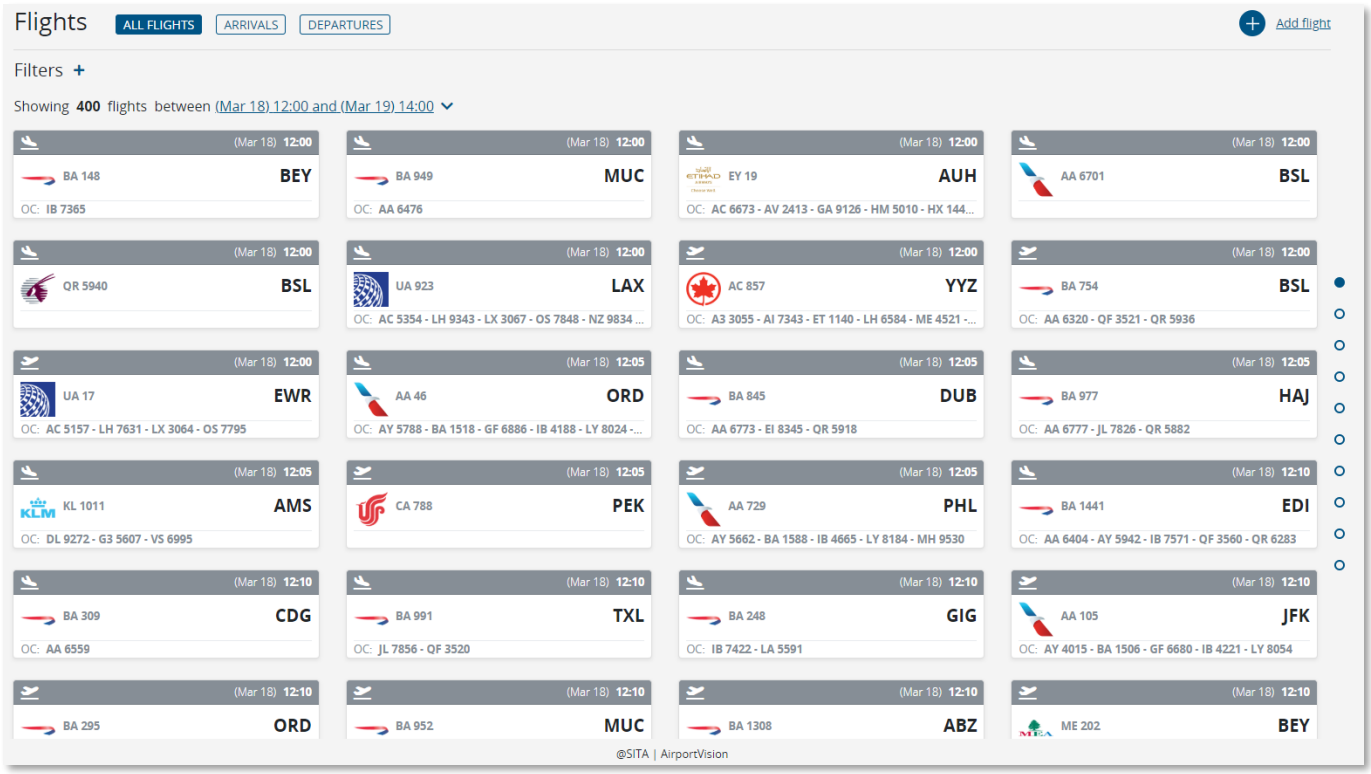
Standard fields that are non-editable after a flight is scheduled:

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- Arrival-departure indicator
- Schedule time
- The mainline carrier
- The mainline flight number
- The destination or Origin

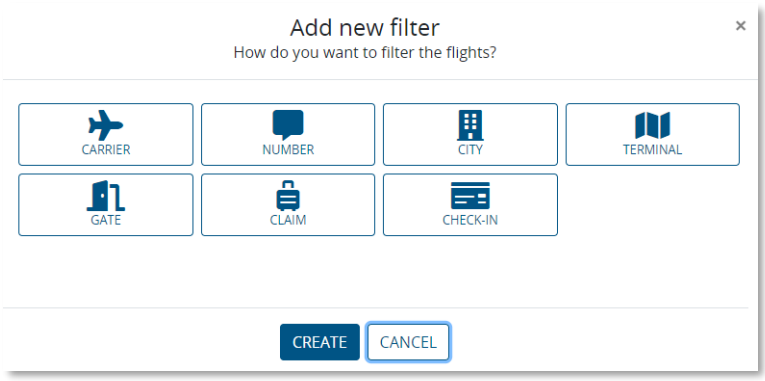
The ability to delete a flight record from the user interface will be available in a future product release.

The flight grid layout uses a modern web card interface. The top functions offer the ability to quickly filter flights on all, arrival, or departure only. Clicking the Filters + area will enable the user to invoke available filter options. The right-hand side navigation lets the user know where they are within the context of the current view.

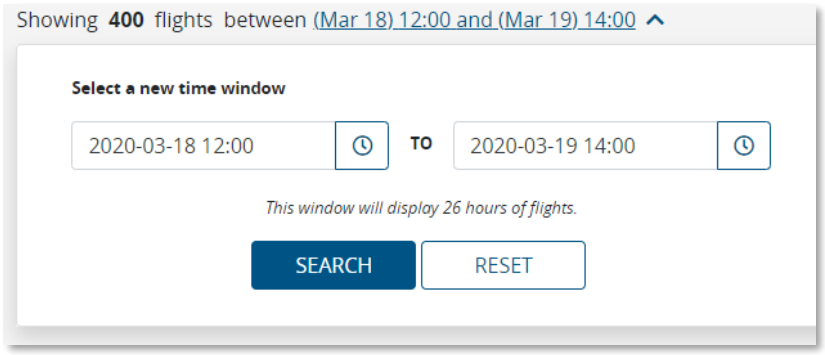


Example of the “Flights” grid

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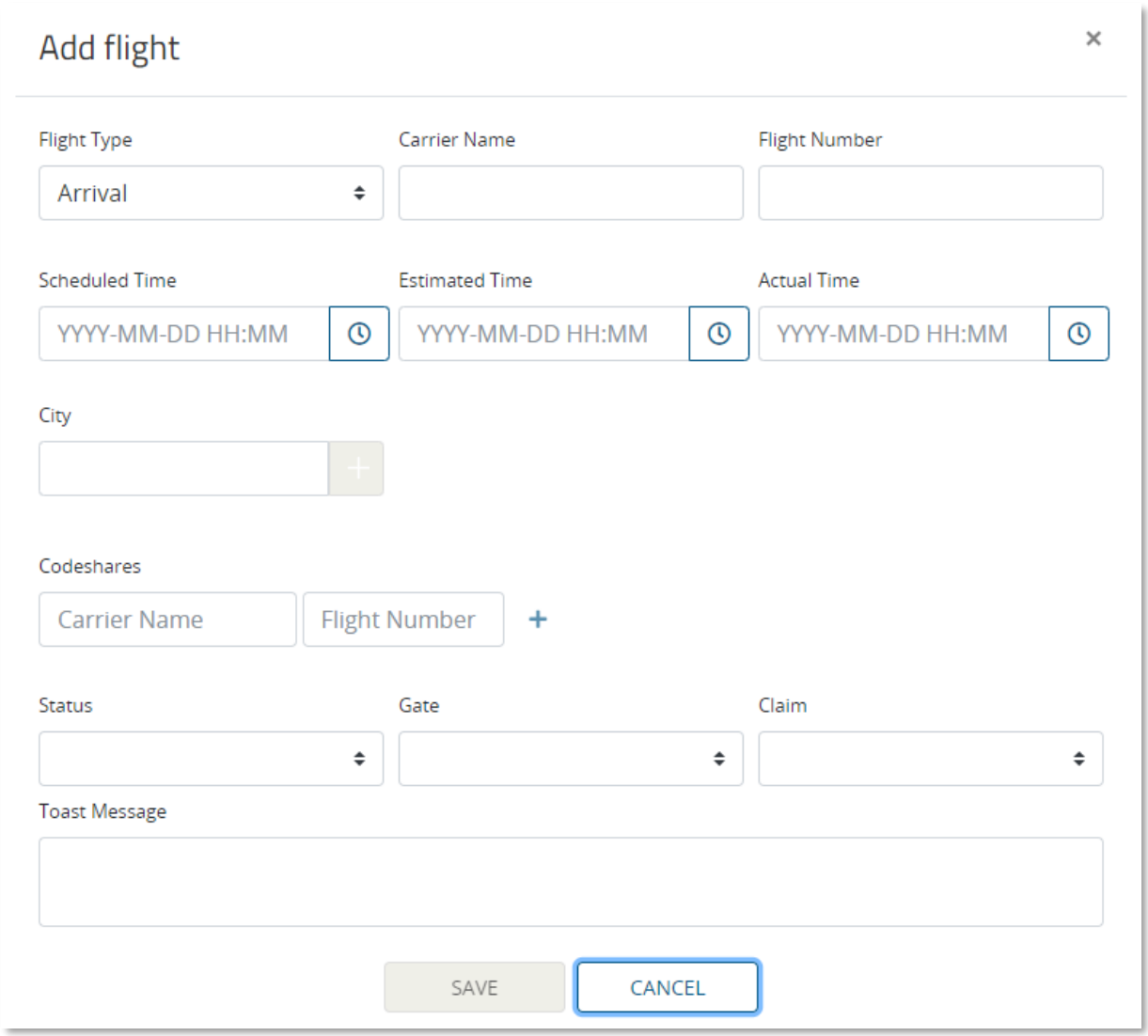


Example of the "Add new filter" dialog box



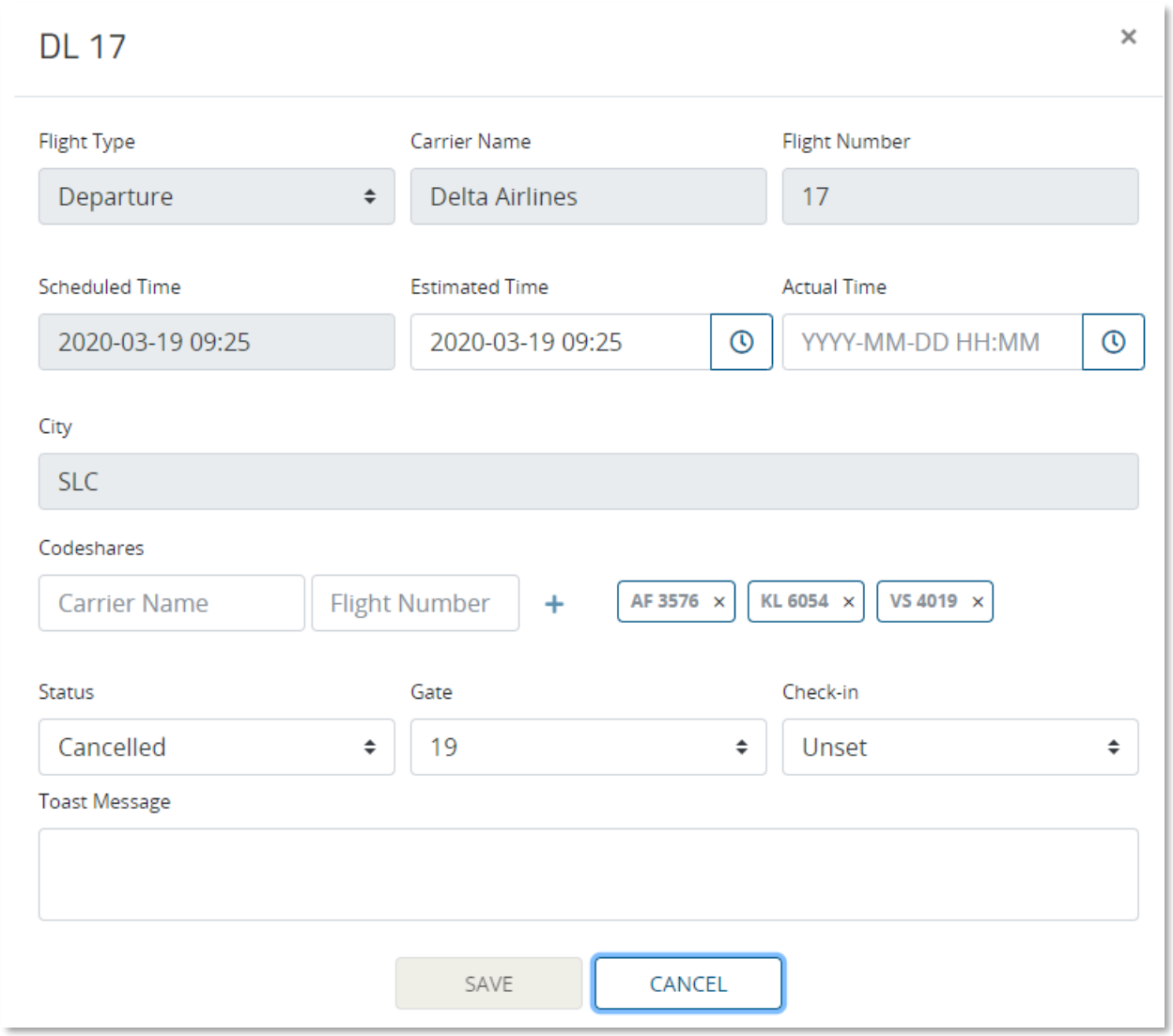
Example of the time filters

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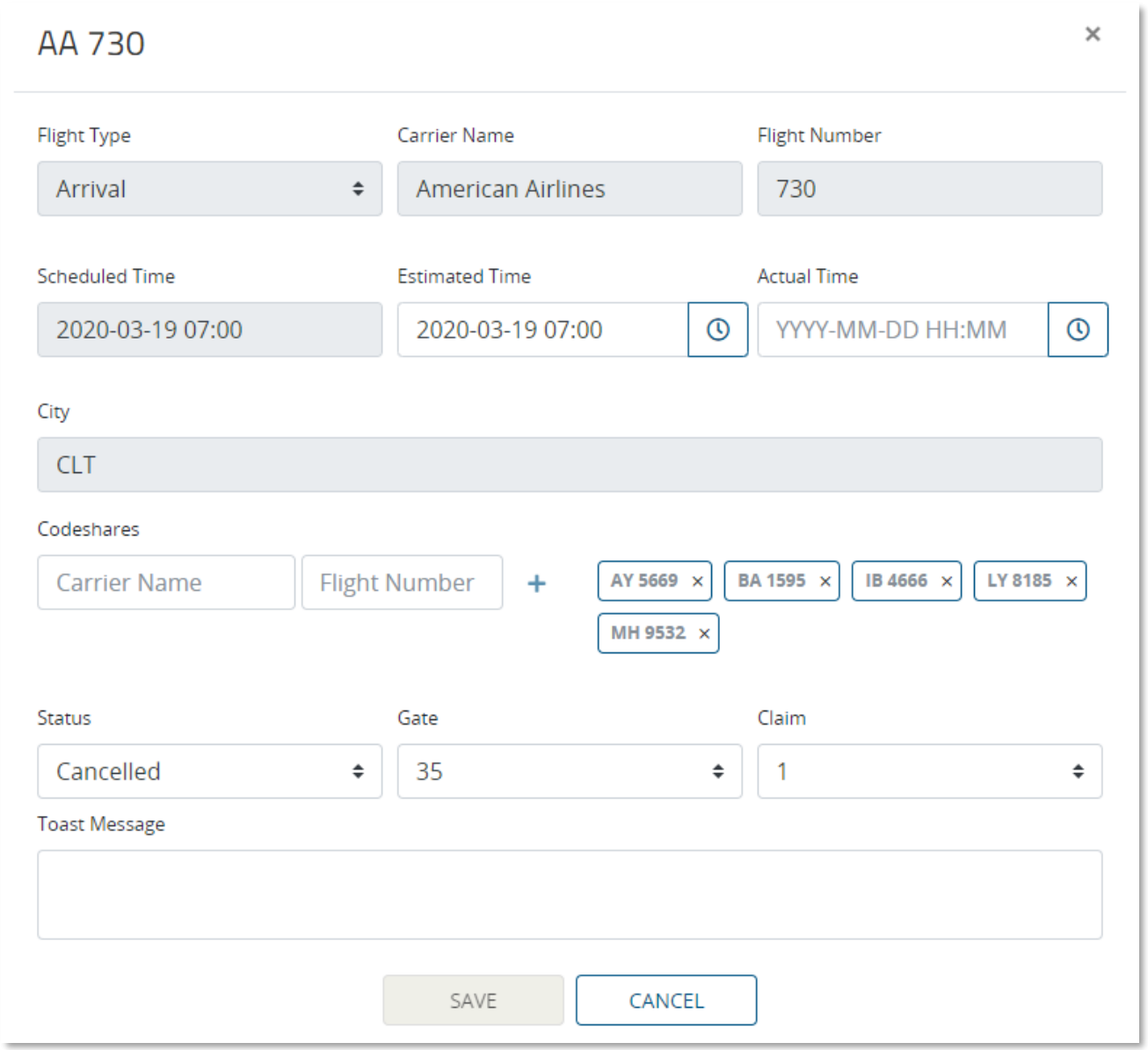
Example of the "Add Flight" dialog box

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Example of a departure flight dialog box in edit mode (greyed fields are not editable)

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Example of an arrival flight dialog box in edit mode (greyed fields are not editable)

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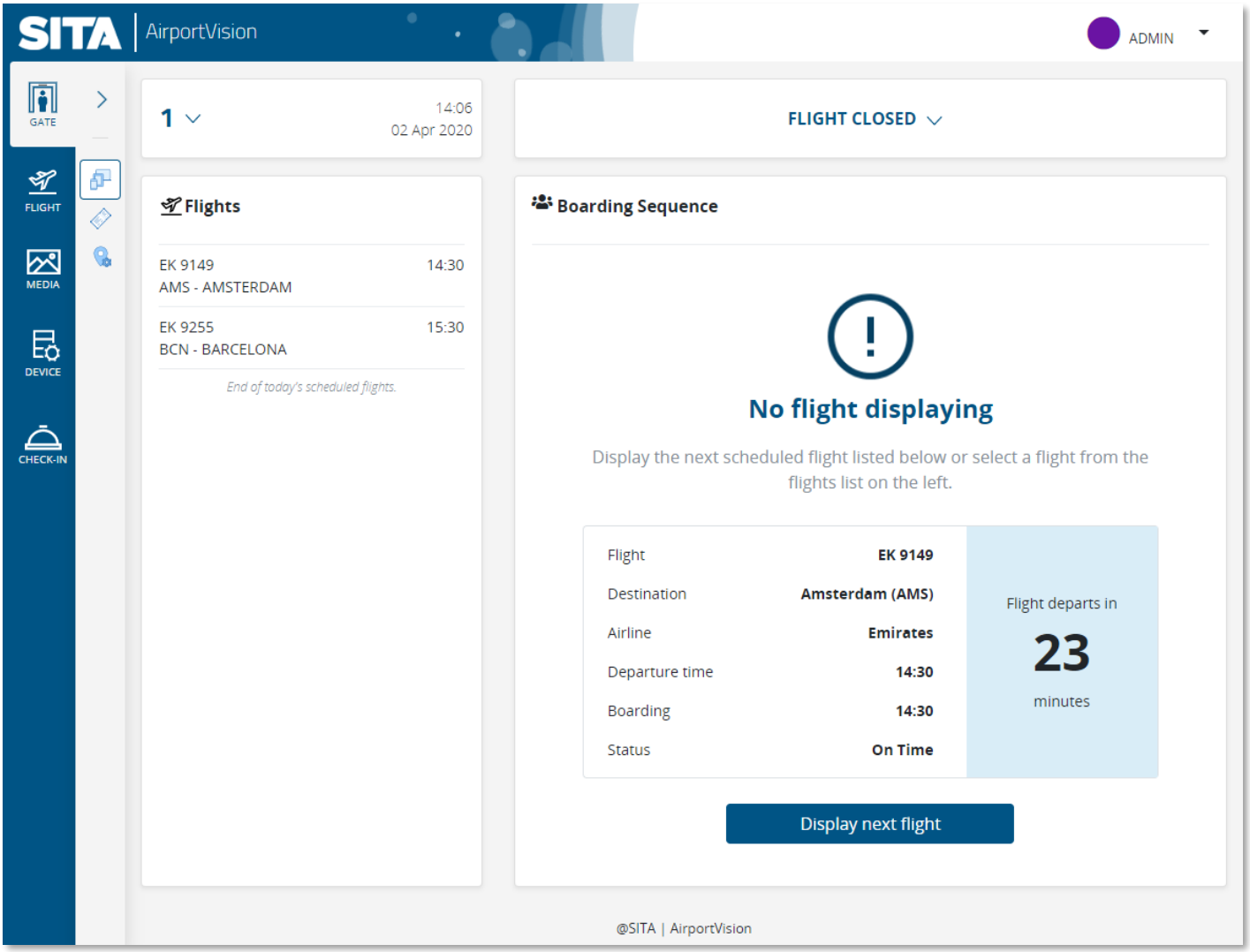
The SITA IDS gate module provides users with gate agent role, the ability to directly control information on a gate display. Any authorized user must have the gate role assigned to access gate module features.

Core features include:

- Choose an operational flight from the assigned list and display immediately
  - User/location filters control which operational flights are available from a list
- Control the gate location remark (Example: gate open, gate closed, see agent, etc.)
- Assign a boarding sequence to a flight, and progress through the sequence
- Create / Edit / Delete boarding sequences
- Control gate location settings

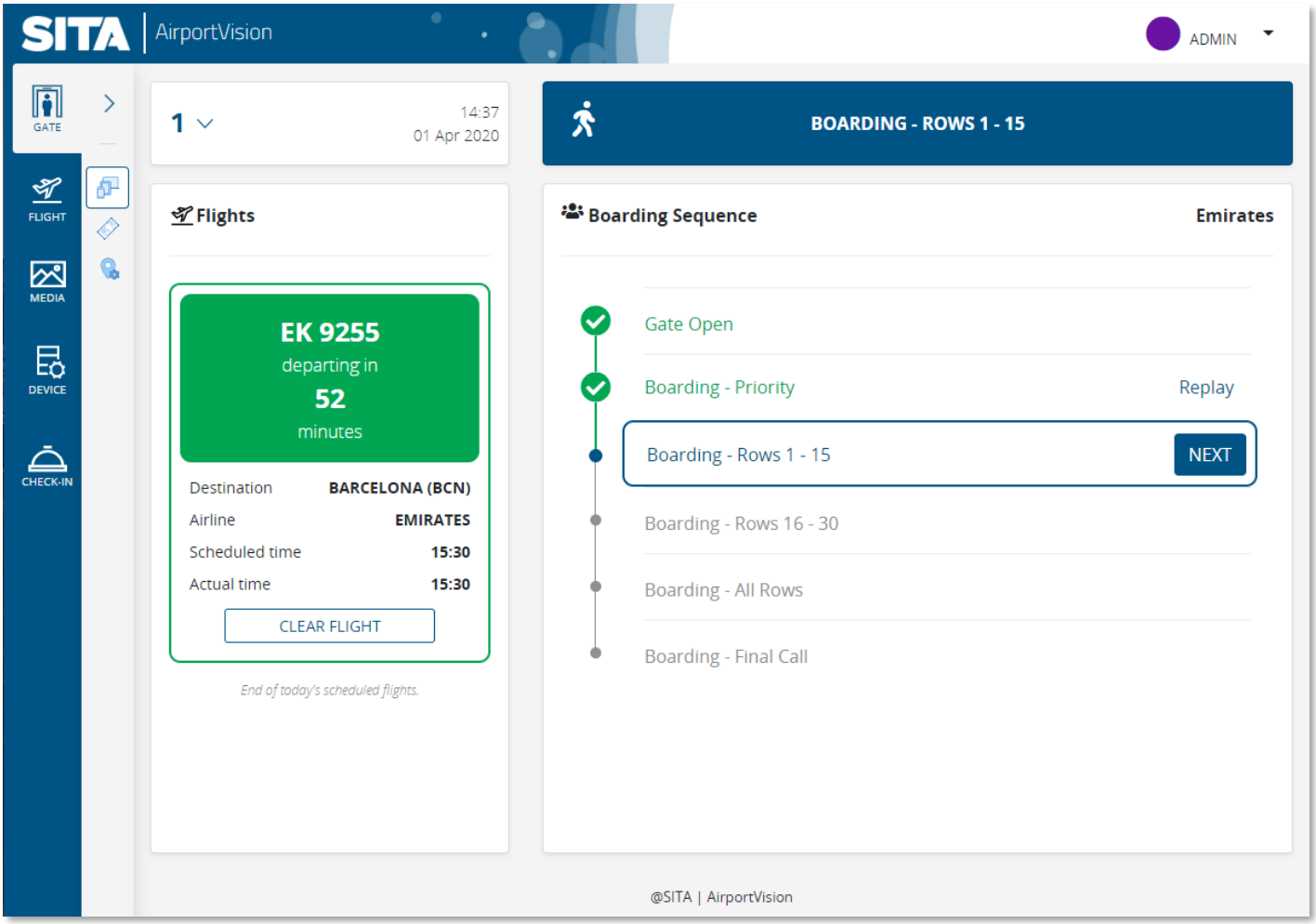
The following screenshots outline some additional functionality:

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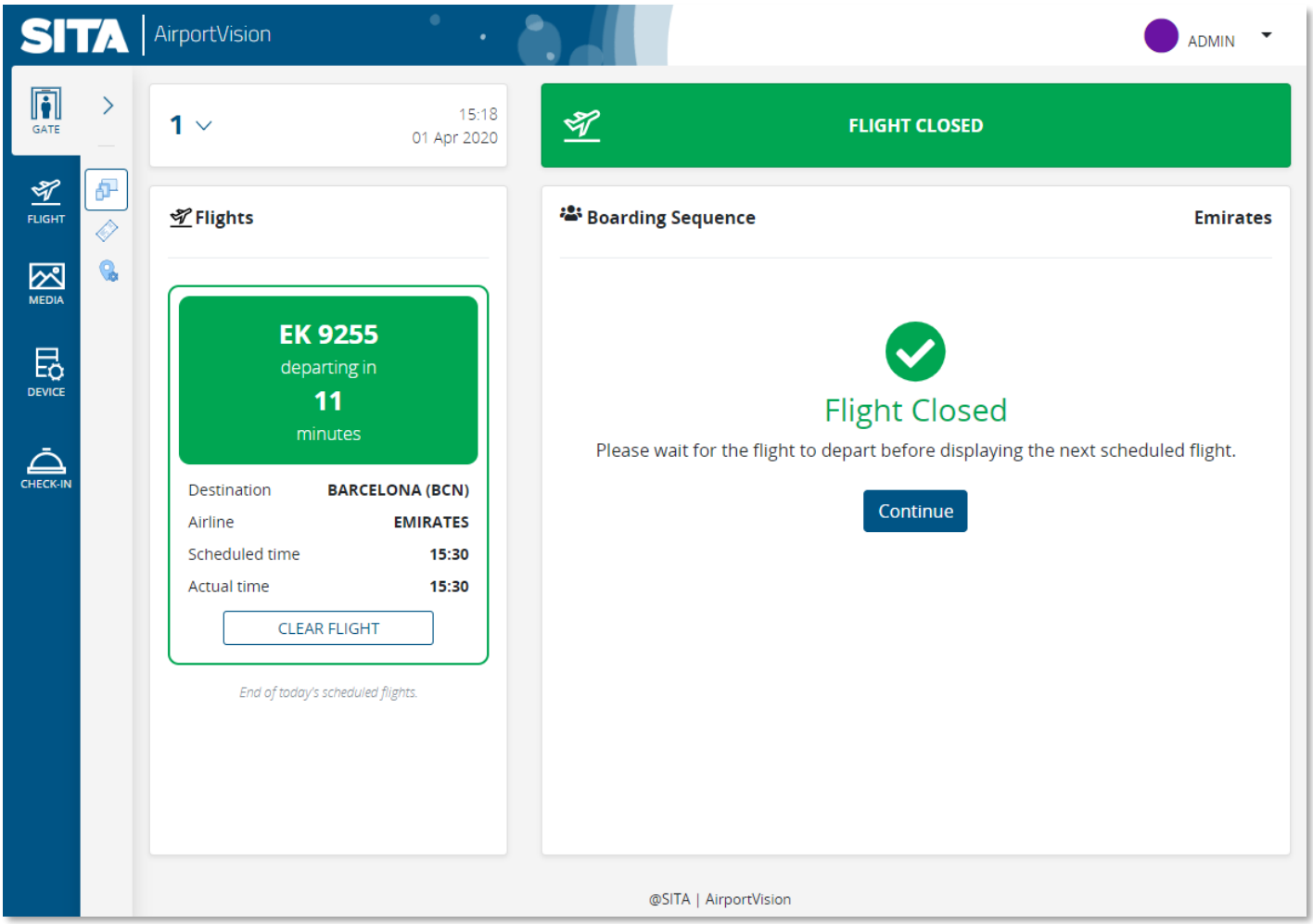
Example of the “Gate” page

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Example of an active flight during its boarding sequence

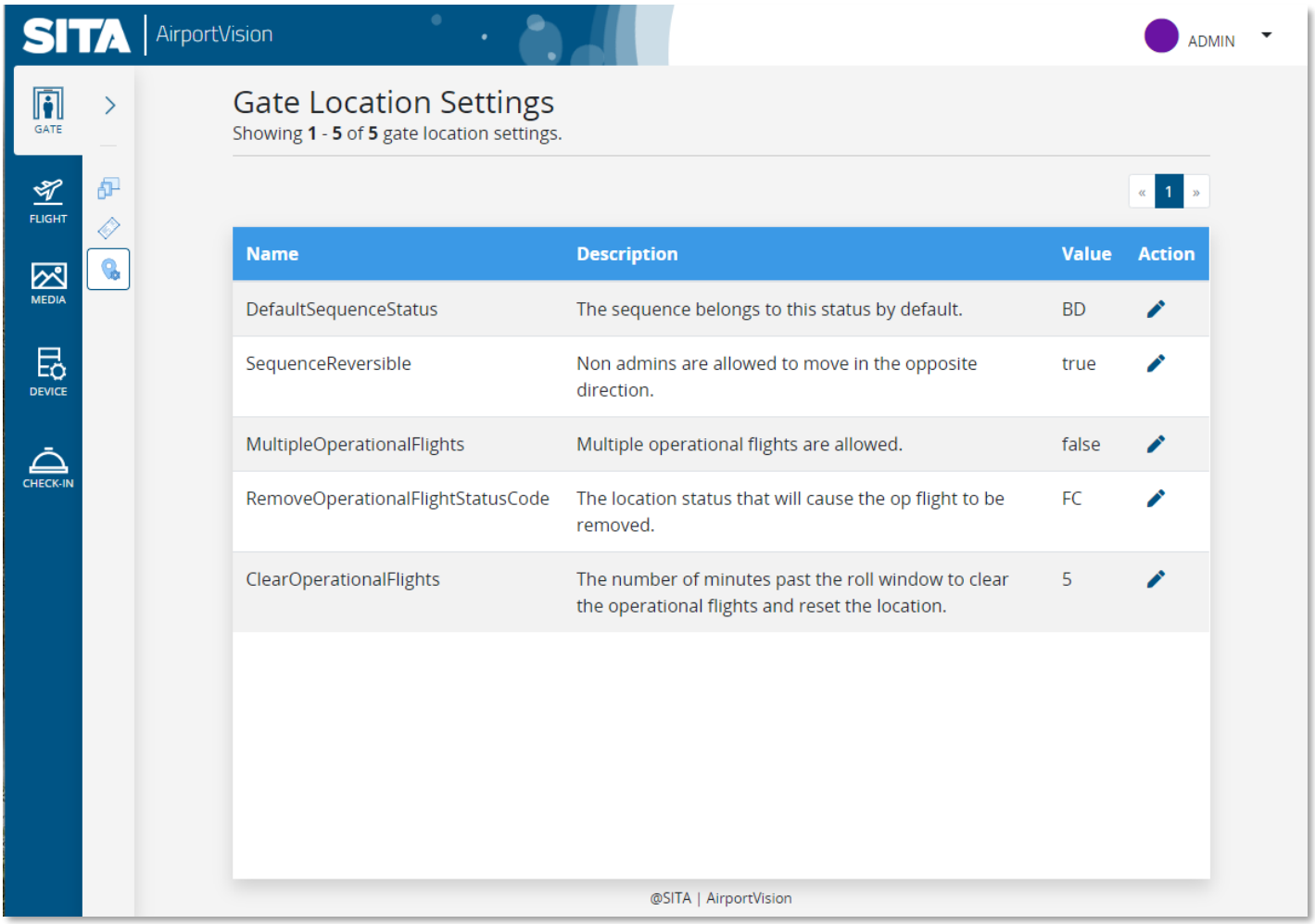
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Example of a completed flight with a completed boarding sequence

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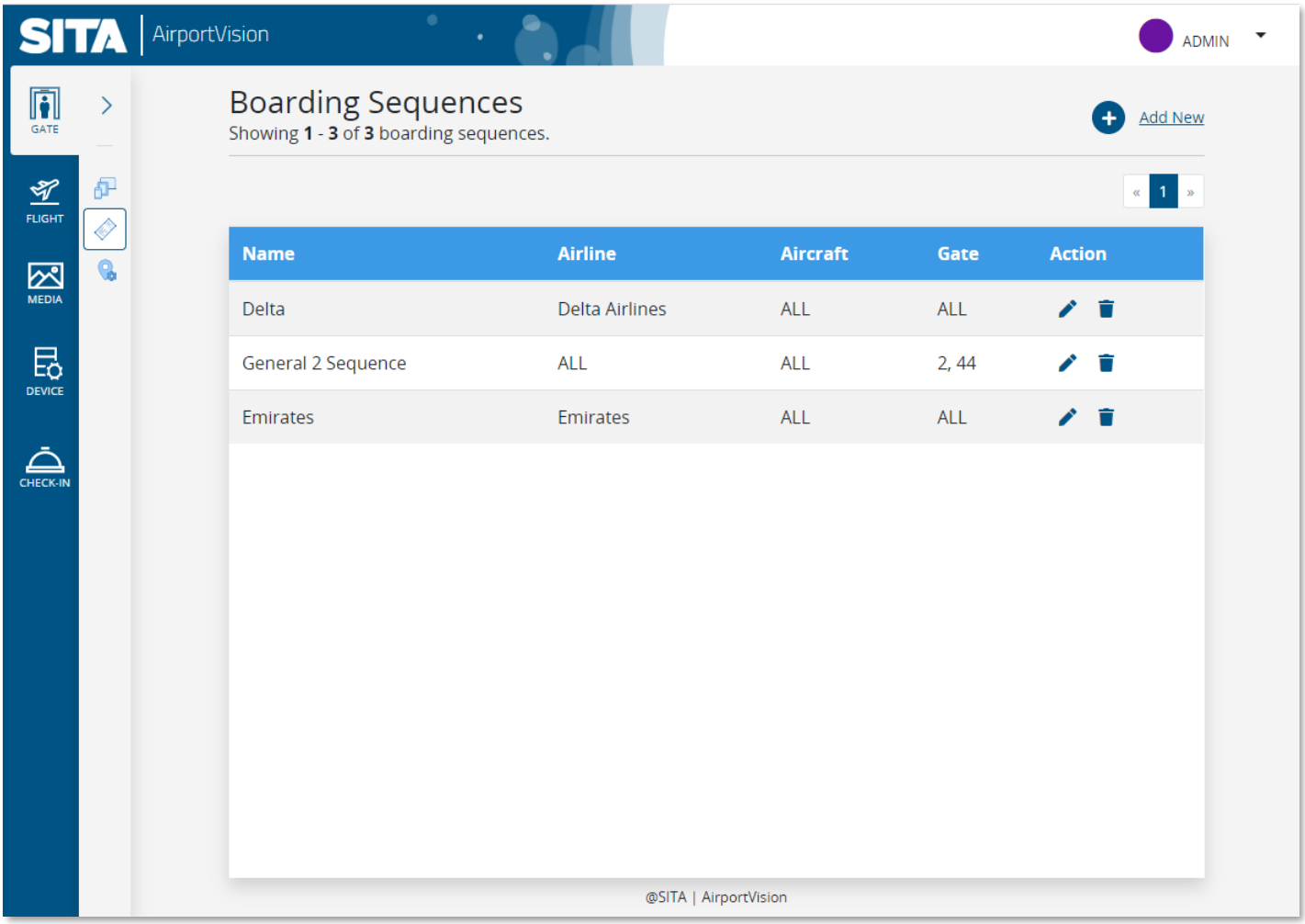
The next few examples outline administrative functions from the gate module:



Example of the “Gate Location Settings” page (administrative function)

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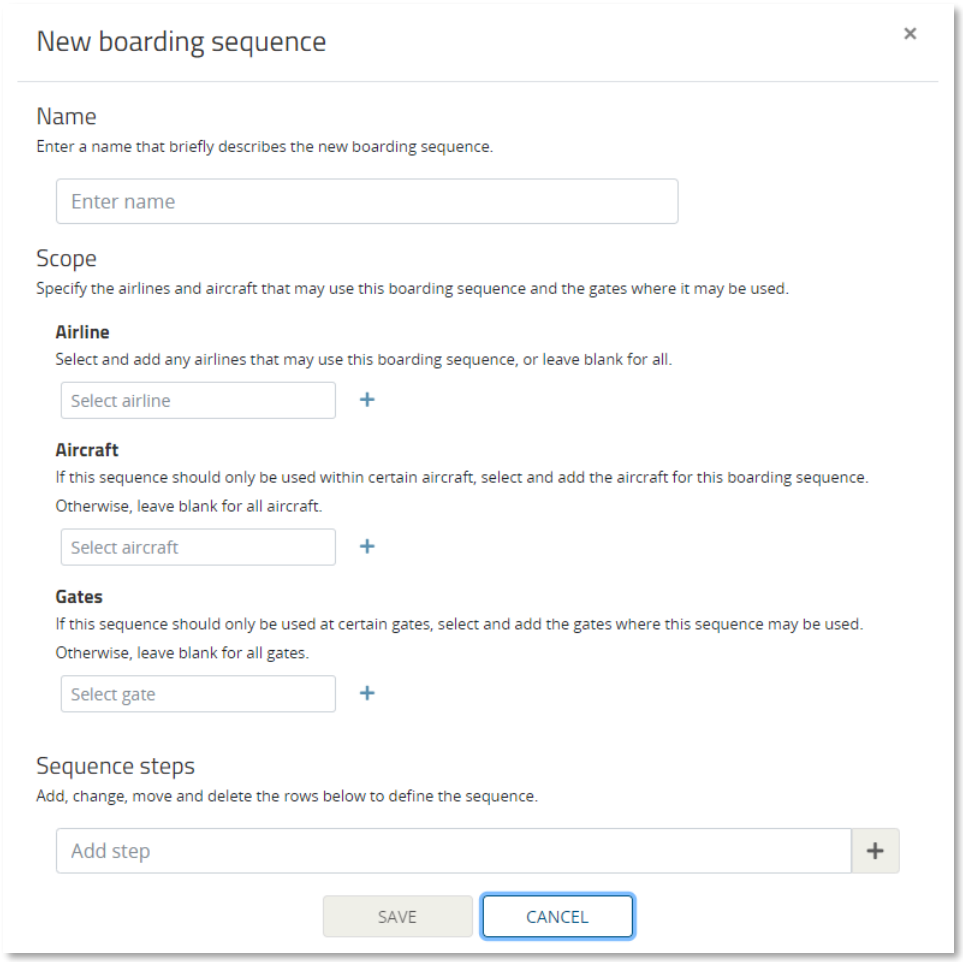
Boarding Sequences can be created, updated, or deleted from the boarding sequence administrative function:



Example of the “Boarding Sequences” page (administrative function)

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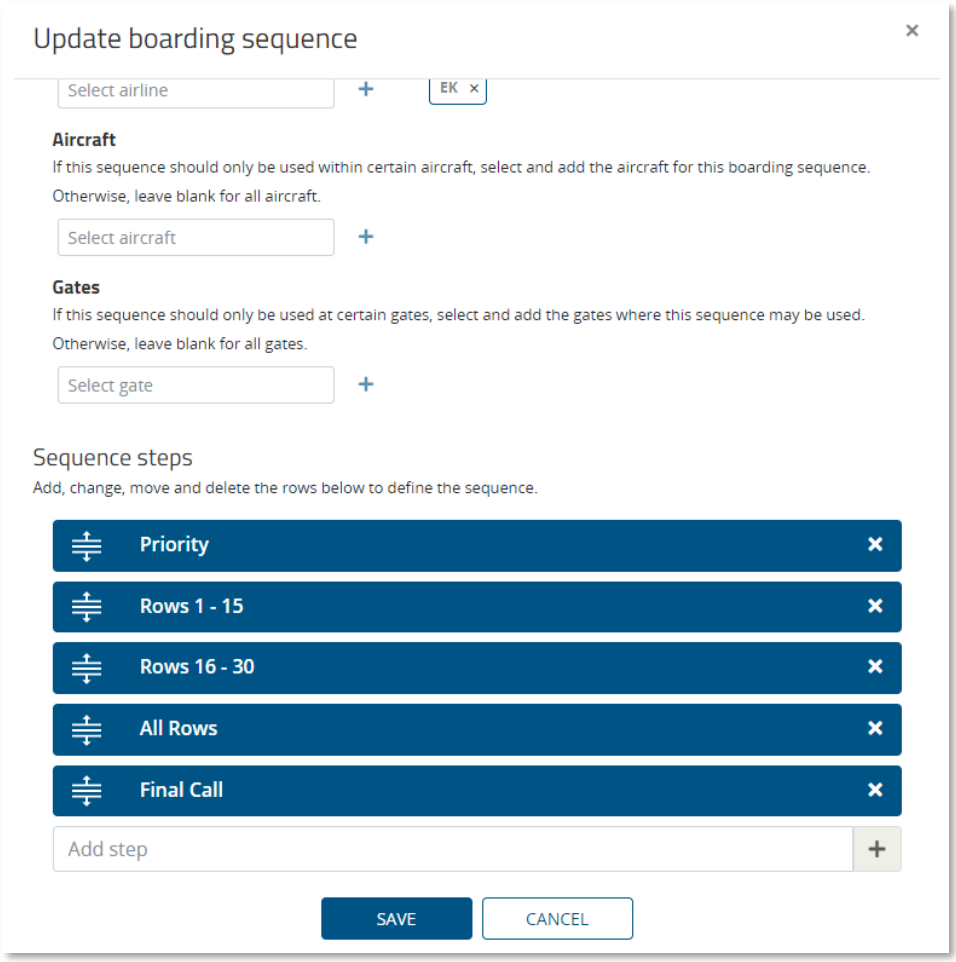
Boarding Sequences can be filtered by airline, aircraft, or gate. For Example, one could create a specific sequence for American Airlines by aircraft type 777. This sequence could automatically be assigned when a flight matches this criterion.



Example of the “New boarding sequence” dialog box (administrative function)

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Sequence steps can be added, removed, and reordered for any sequence. Additionally, if a sequence step was previously defined, it can be re-used. A type-ahead functionality exists as a user types in the "Add step" box.



Example of the "Update boarding sequence" dialog box (administrative function)

The SITA IDS check-in module provides users with a check-in agent role to directly control information on a check-in display. An authorized user must have the check-in role assigned to access it.

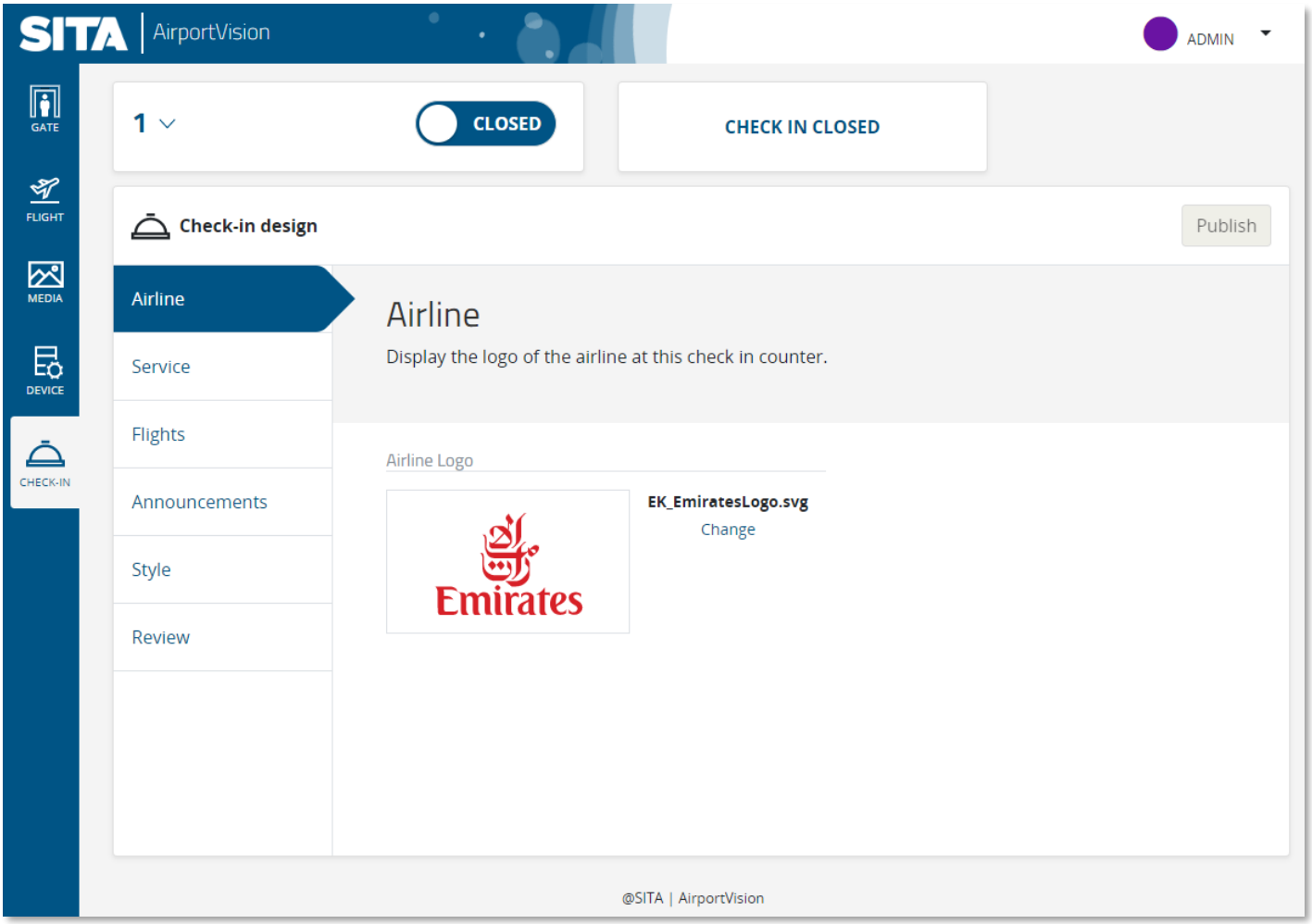
Core features include:

- Open / Close the check-in Counter
- Control the content for the check-in display
  - Choose an airline logo
  - Choose the type of service
  - Chose the flight(s) to be shown
    - Not implemented yet

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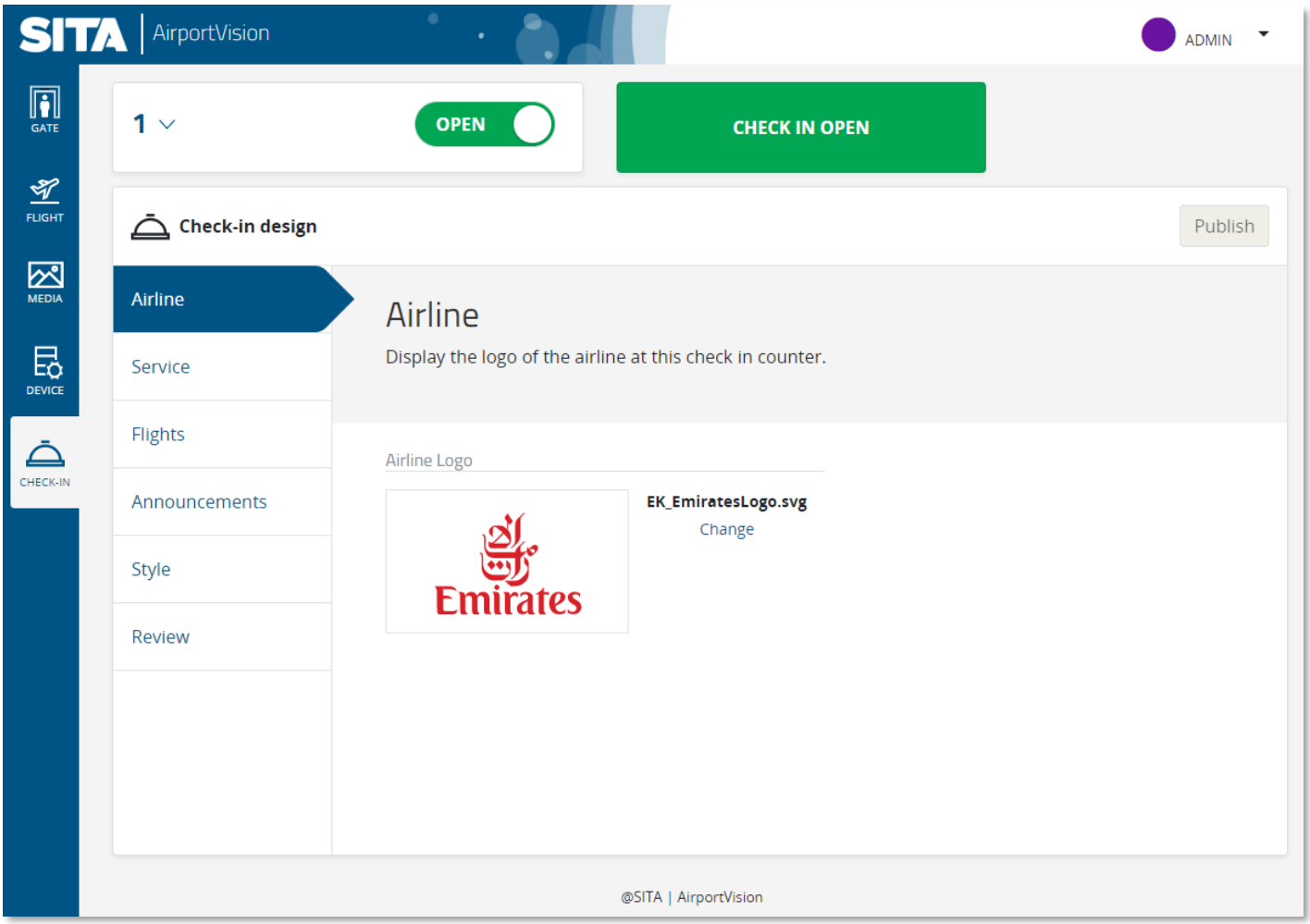
- Messaging options
  - Not implemented yet
- Choose the style (look and appearance of the display)
  - Background color and opacity
  - Text color
  - Background image
- Review and publish the check-in changes

The following screenshots will outline some additional functionality in detail.



Example of the “Check-In” page (check-in is closed)

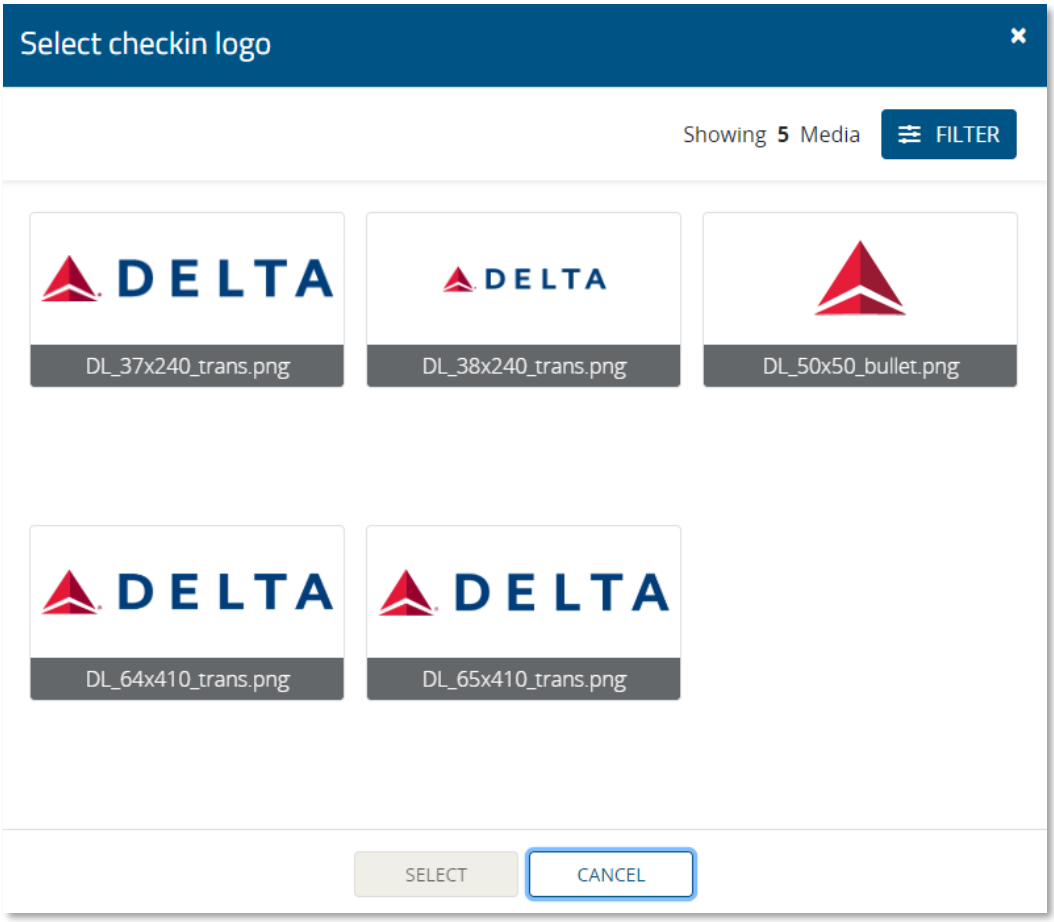
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Example of the “Check-In” page (check-in is open)

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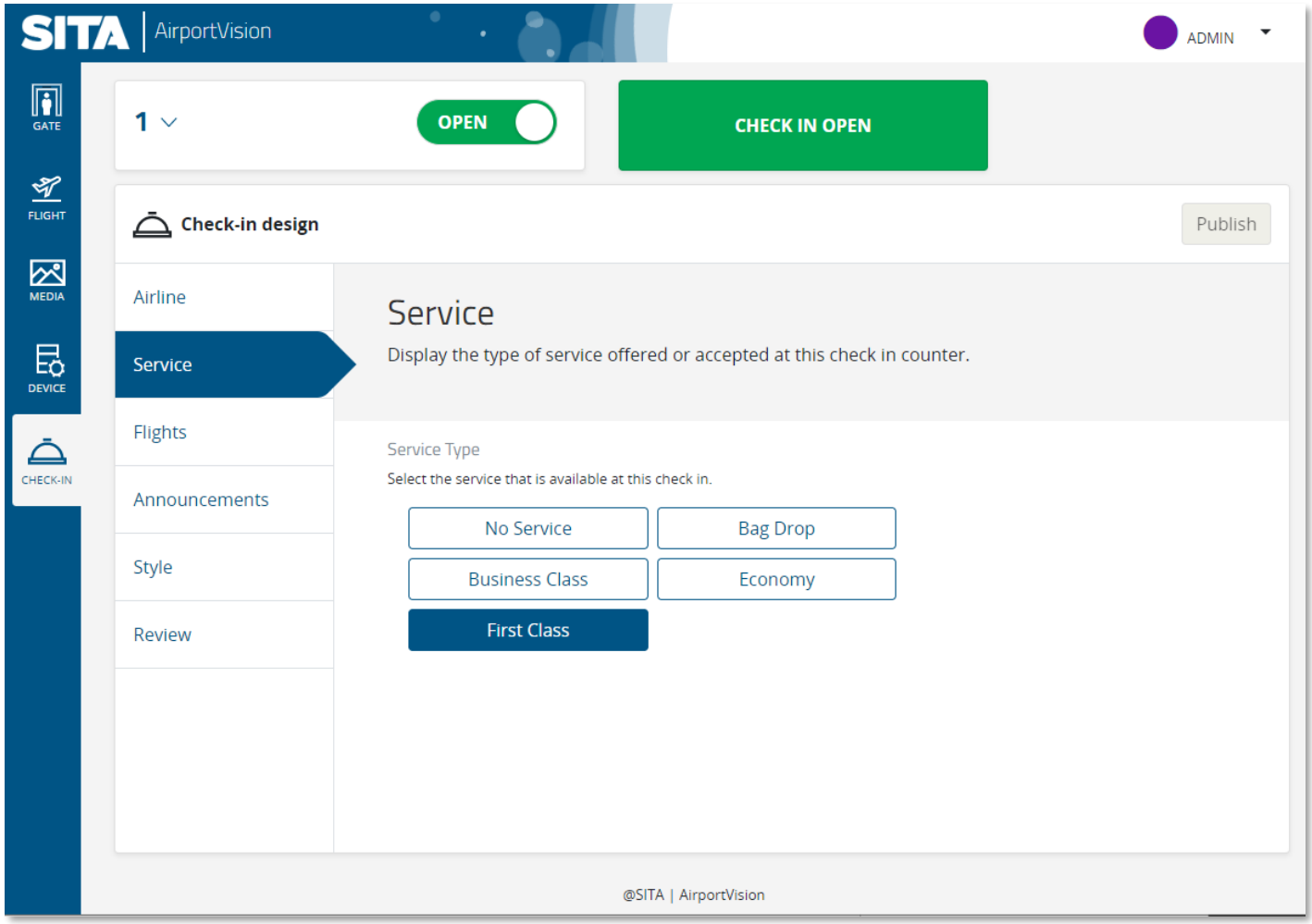
The airline design function allows a choice of logo. Users can select a logo of their choice by filtering. In the Example below, Delta Airlines was selected, and the filter/choice option is presented.



Example of the "Select check-in logo" dialog box

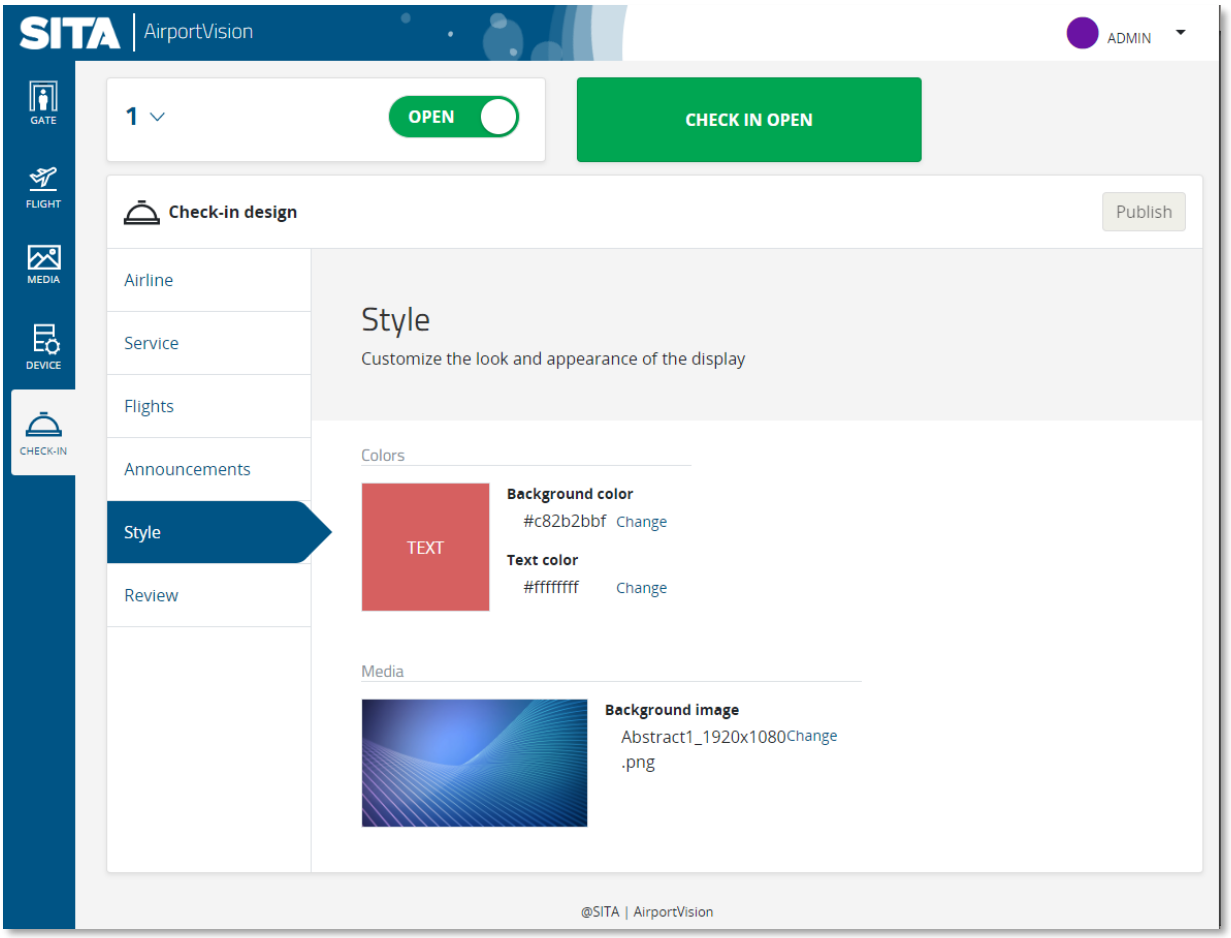
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The service types are configurable.

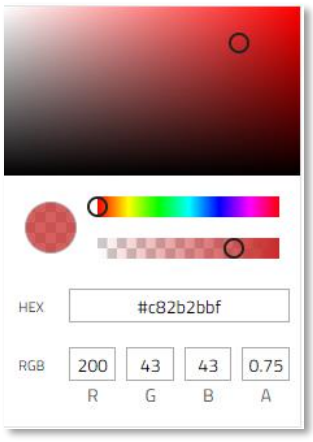


Example of the Check-In “Service” page

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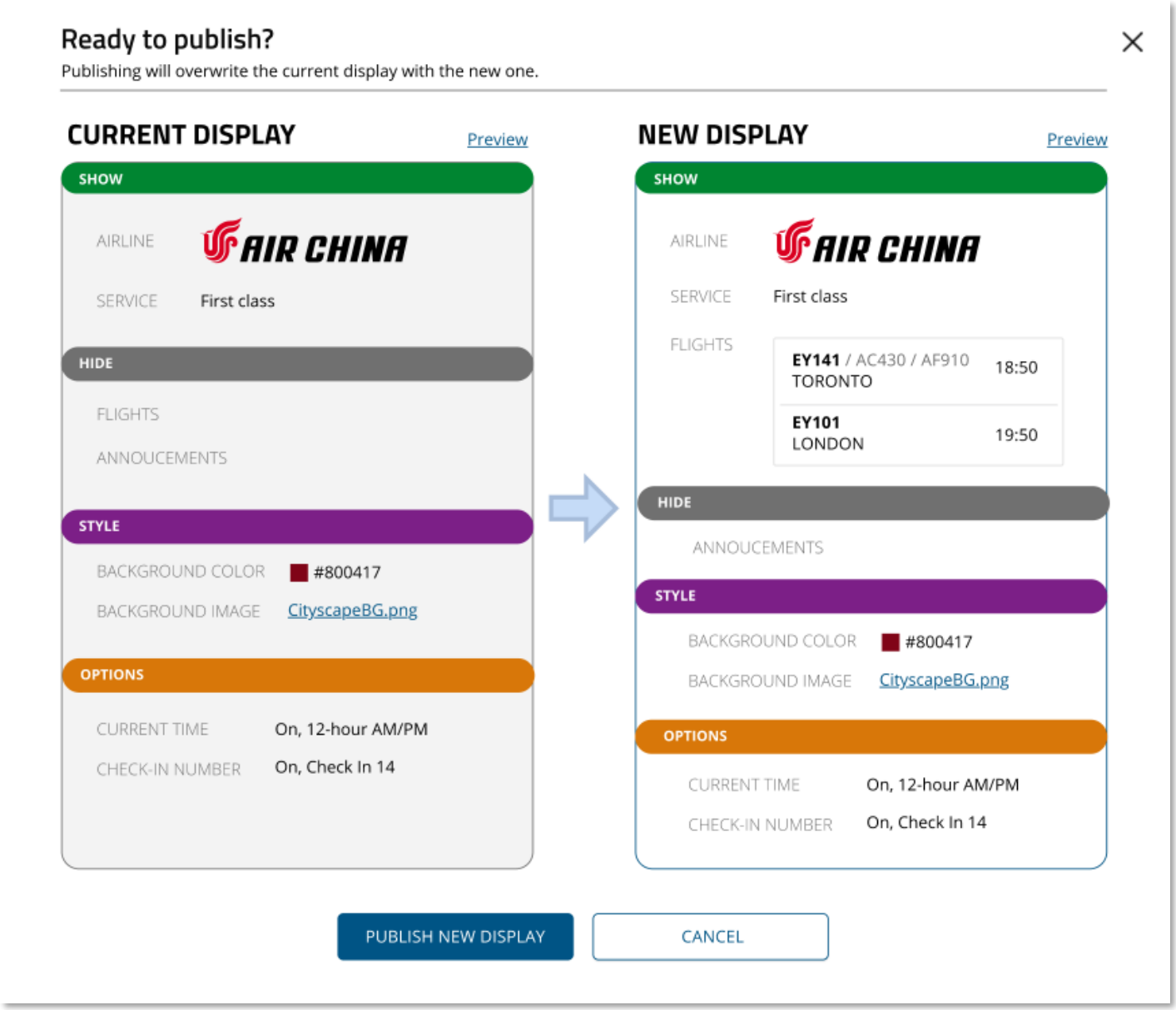


Example of the Check-In “Style” page



Example of the color picker

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Example of the Check-In “Ready to publish?” page (mockup)

The SITA IDS device module enables administrative users to maintain devices and playlist configurations. Any authorized user must have the device administration role to access the module.

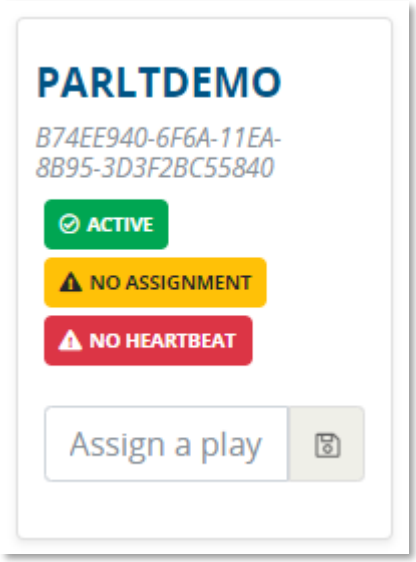
There are two core functions within the device module.

- Devices
- Playlists

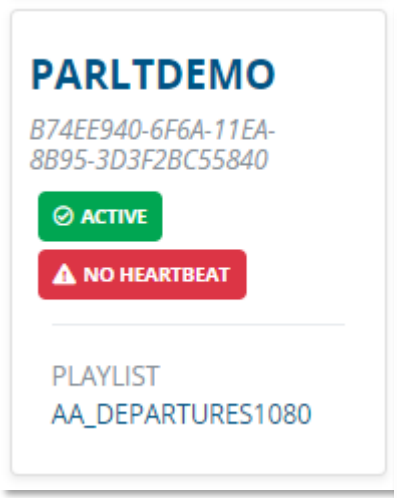
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The devices function within the device module is where a user can edit devices and assign playlists to devices.

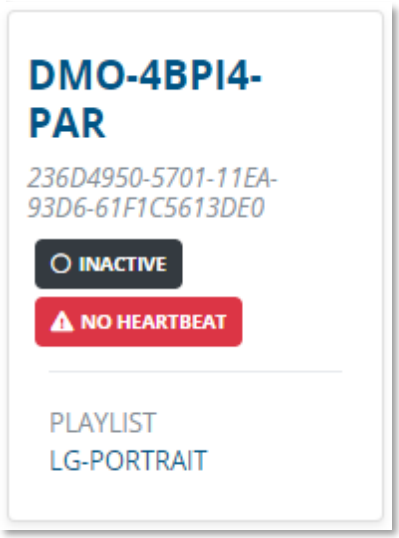
Once registered, a device can then have a playlist assigned to it.



Example of a device which is active with no assignment

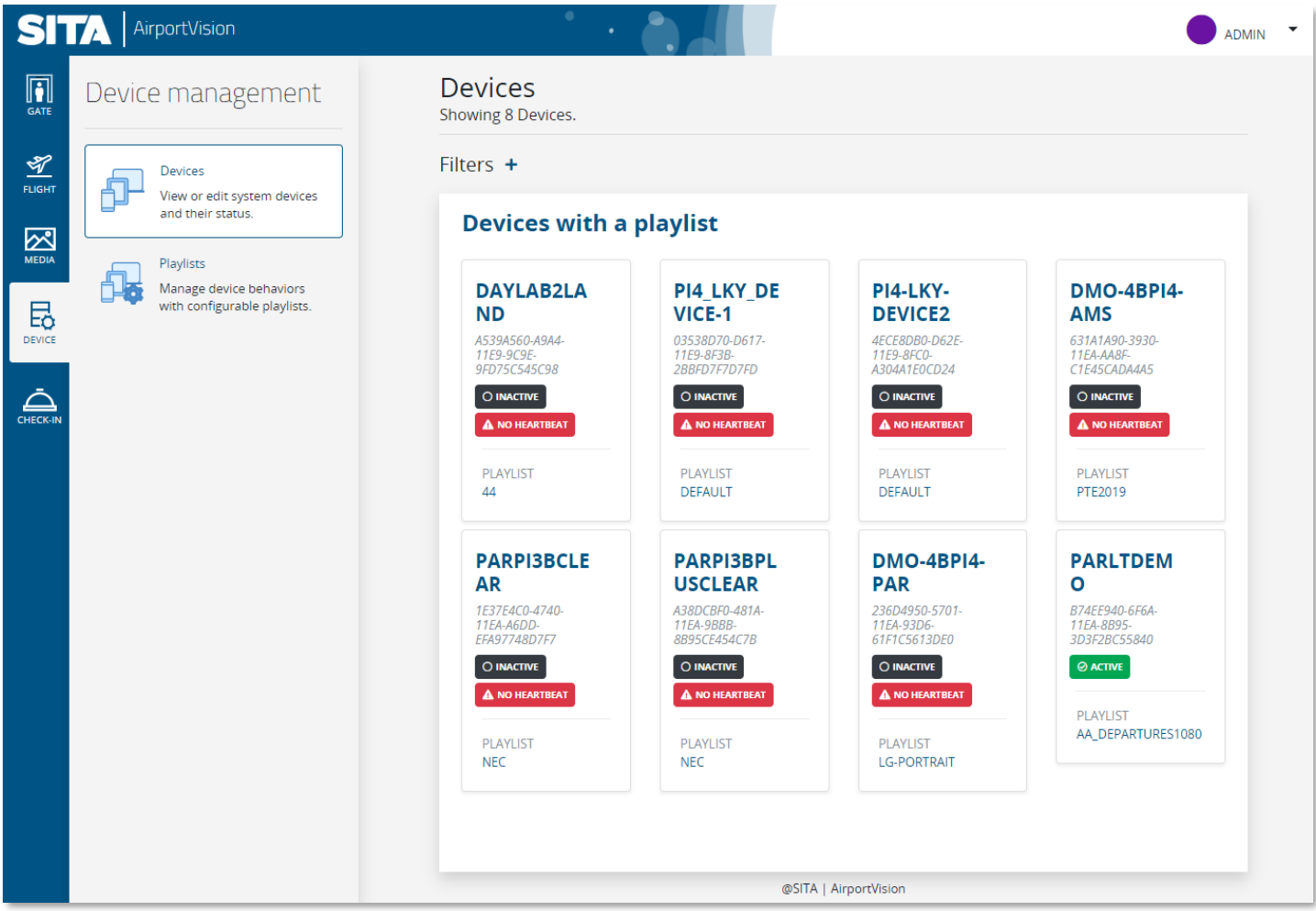


Example of a device which is active with assignment



Example of a device which is inactive

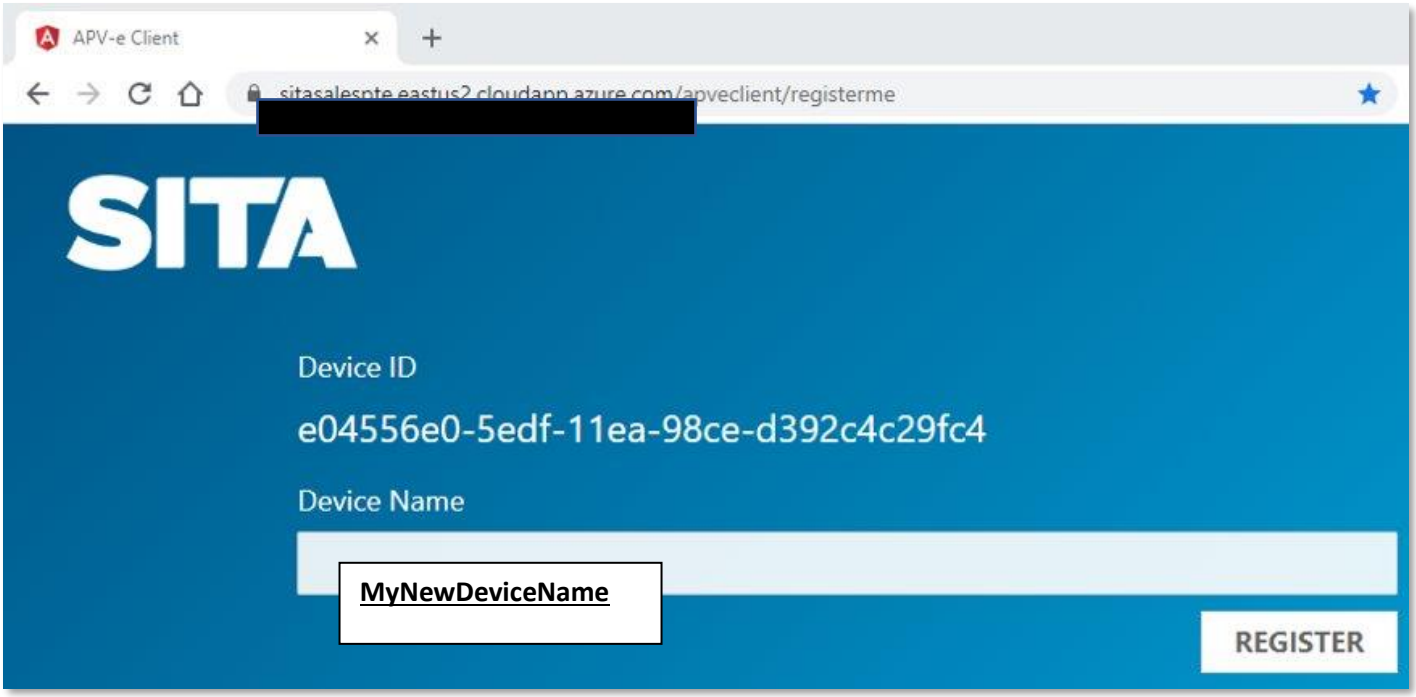
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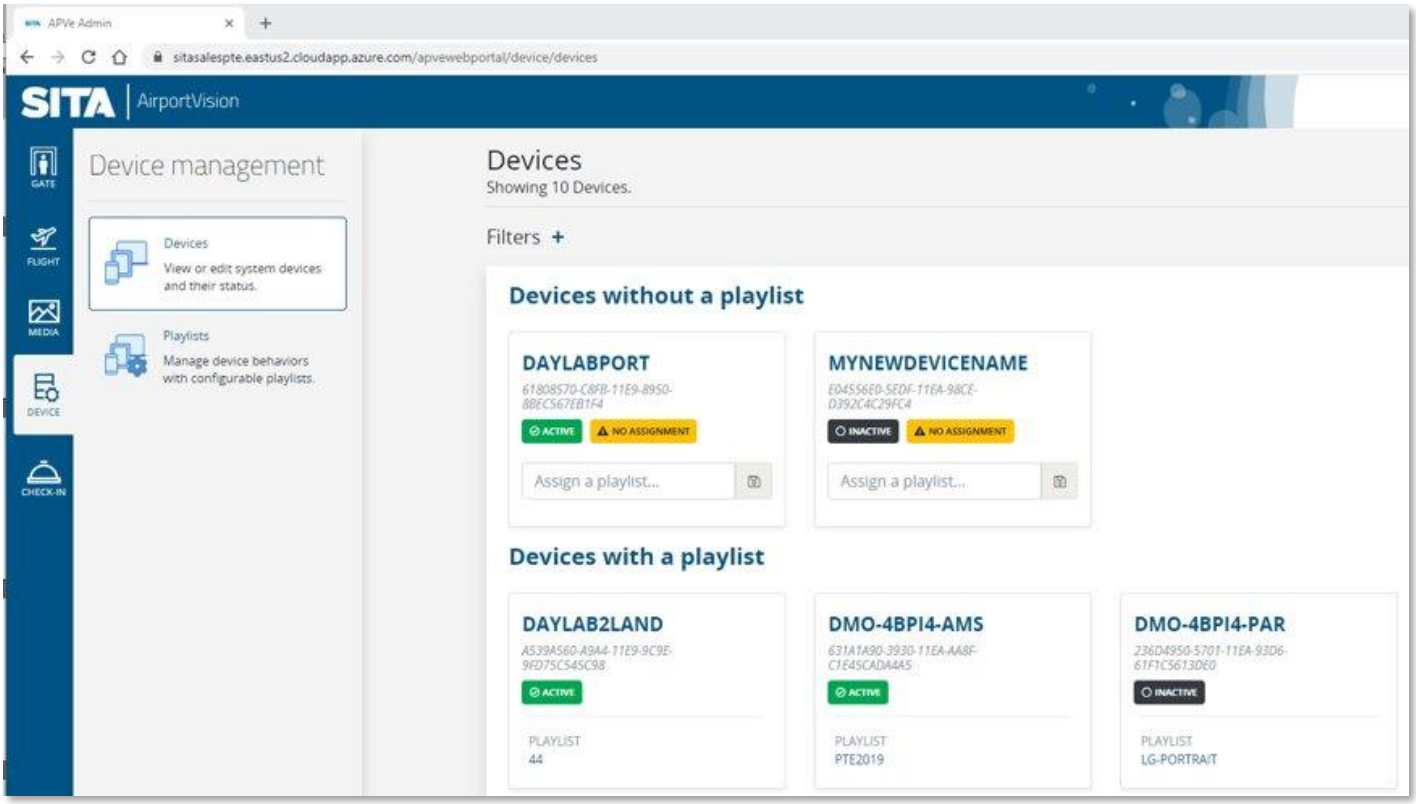
Example of the “Devices” page

SITA IDS has a simple-to-use device registration process using a registration webpage.

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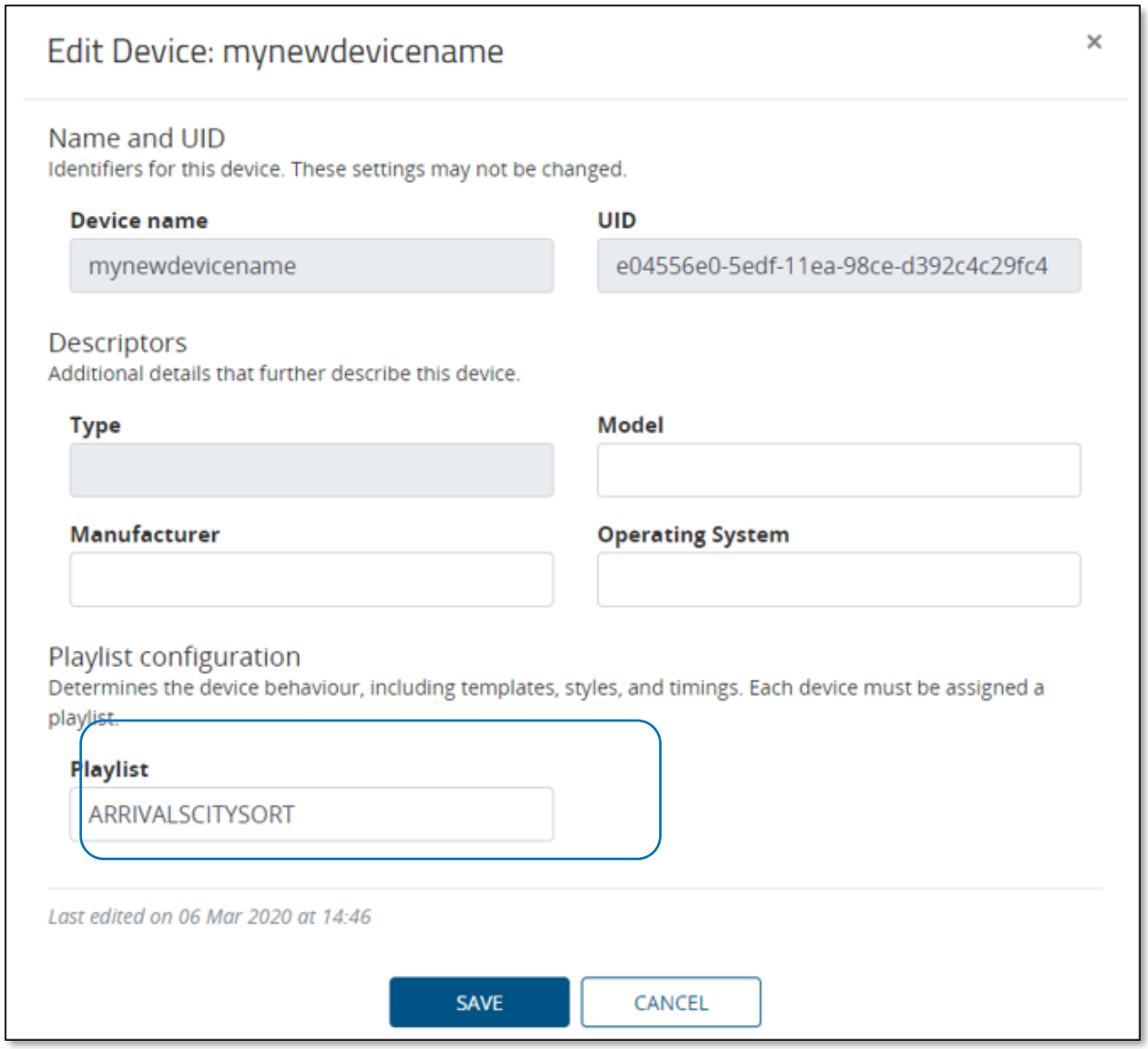


Example of the "Register Me" page



Example device(s) awaiting playlist assignment

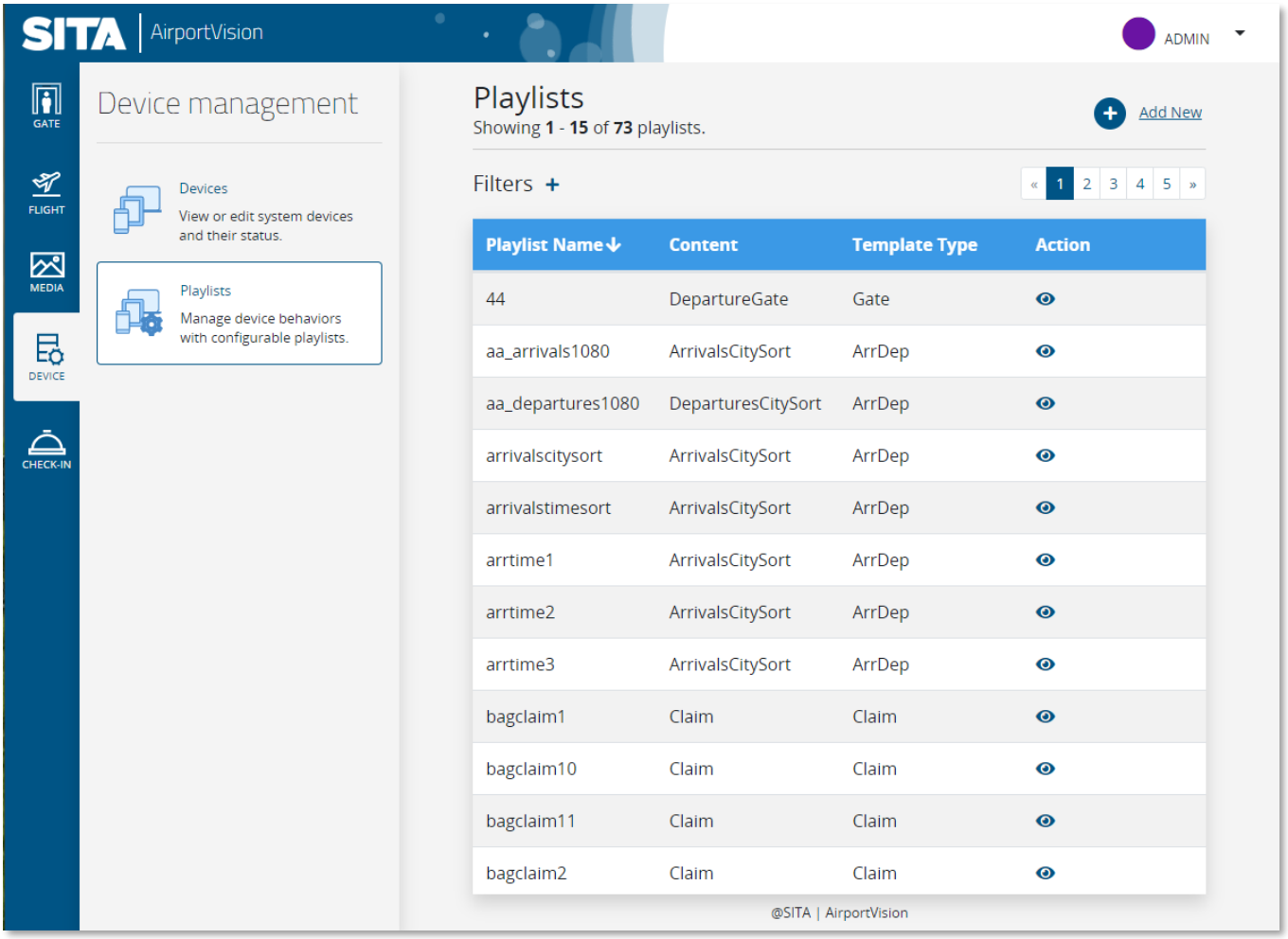
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Example of the “Edit Device” playlist assignment dialog box

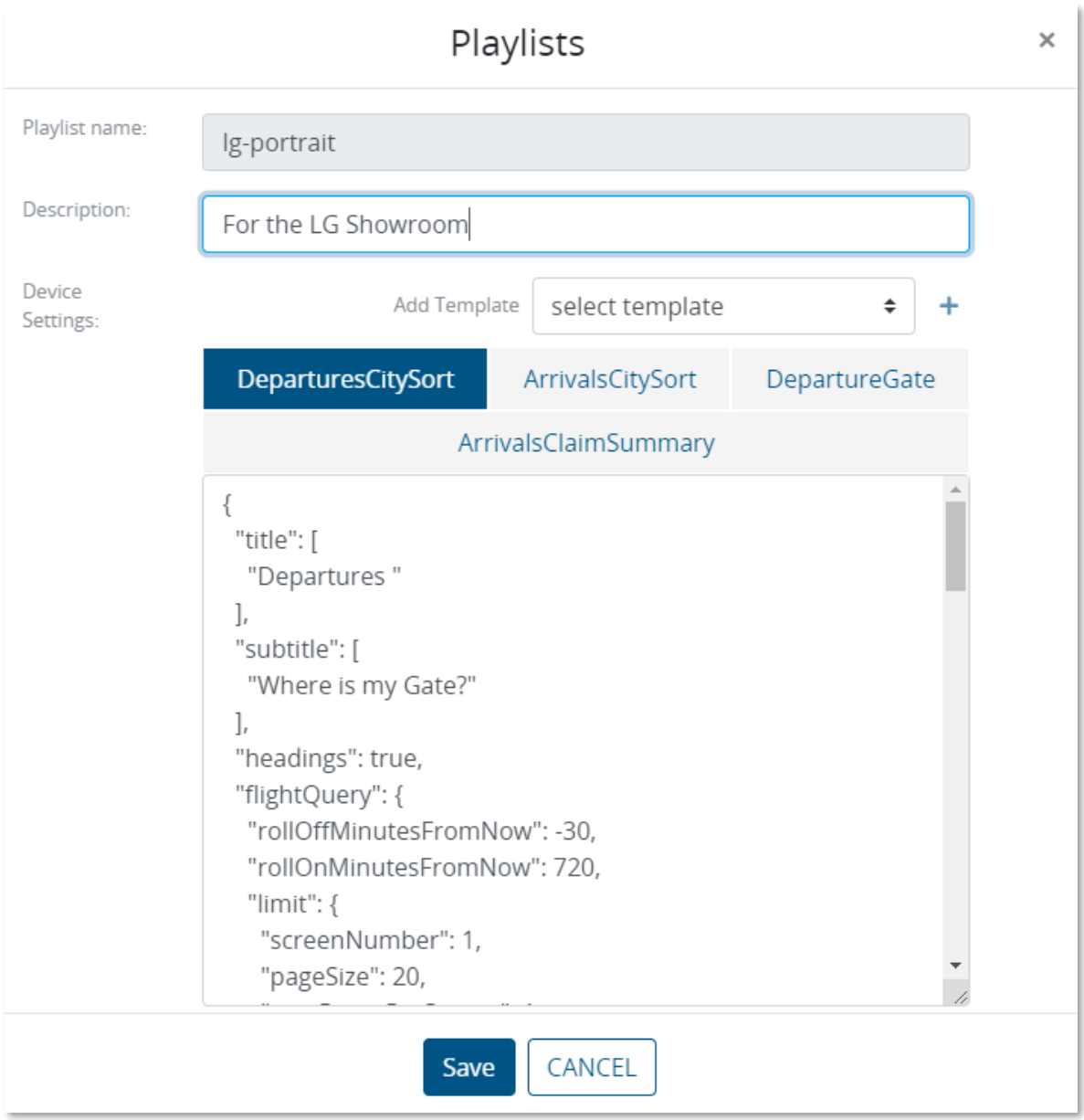
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A playlist is defined as a collection of templates. It can be as simple as one template such as a single arrivals page, or it can be a collection of templates. For example, a playlist can include an arrival page in English, an arrival page in French, a departure page in English, and a departure page in French.



Example of the Device “Playlists” page

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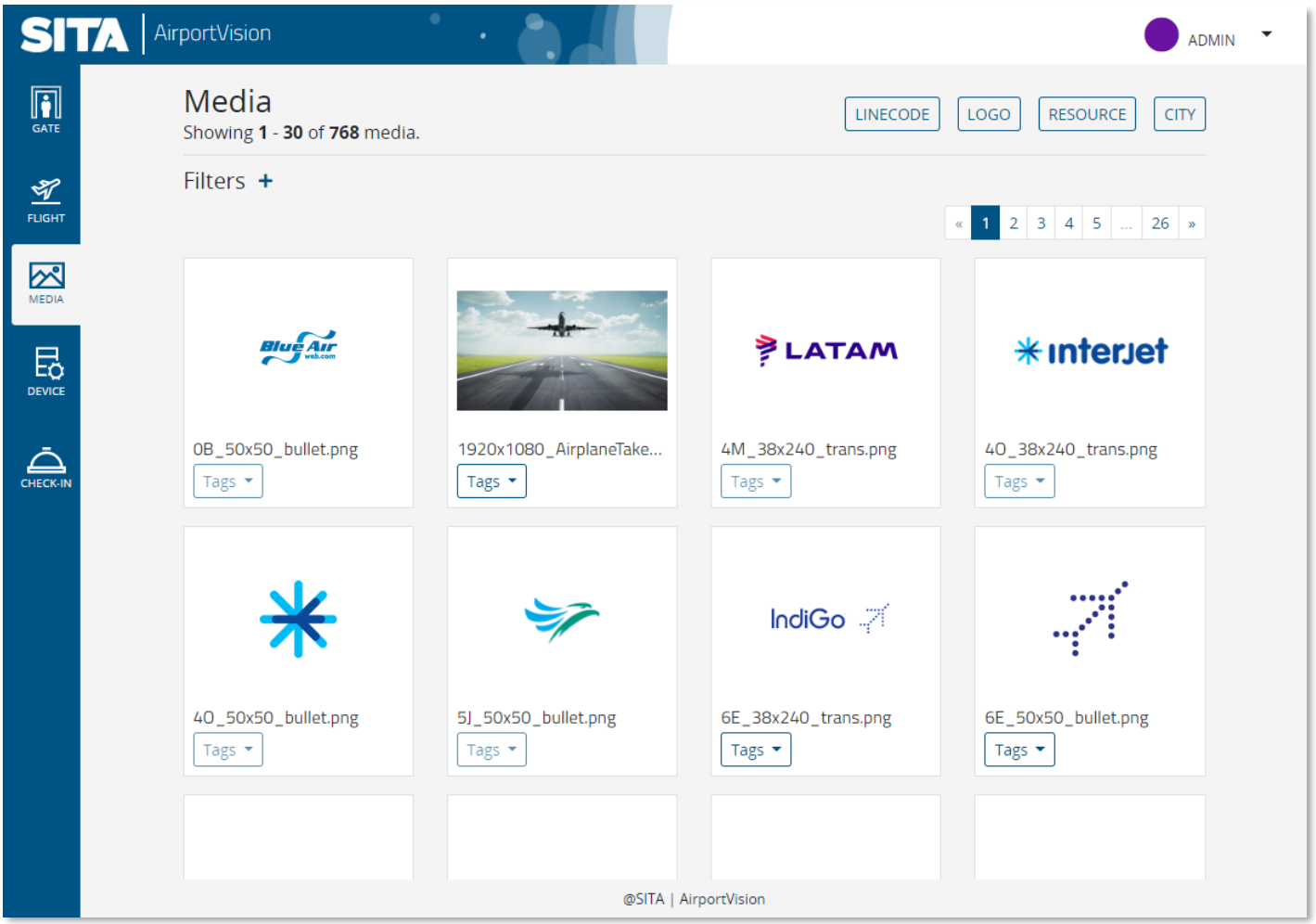
Example of the “Playlists” edit playlist dialog box

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Media is managed in SITA IDS using unique Tags. Tags can be freely created and then assigned to any media.

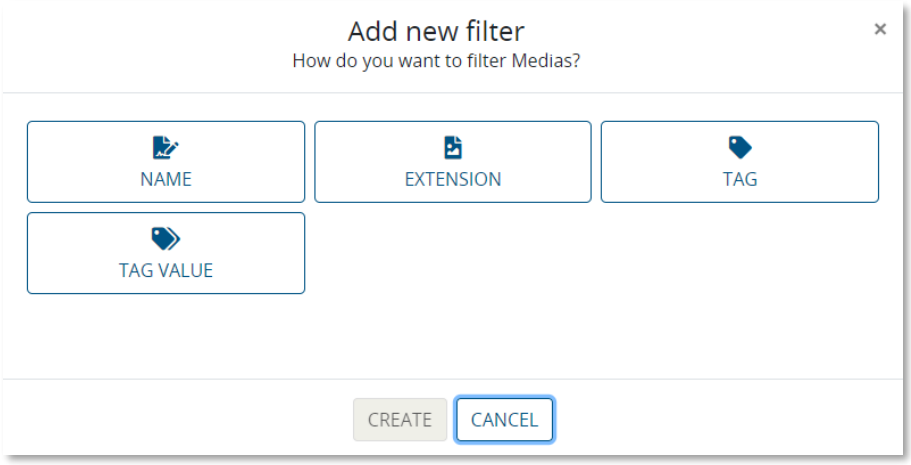
Current acceptable media types are:

- SVG: scalable vector graphic (*.svg)
- PNG: portable network graphic (*.png)
- JPG: joint photographic experts group (*.jpg, *.jpeg)

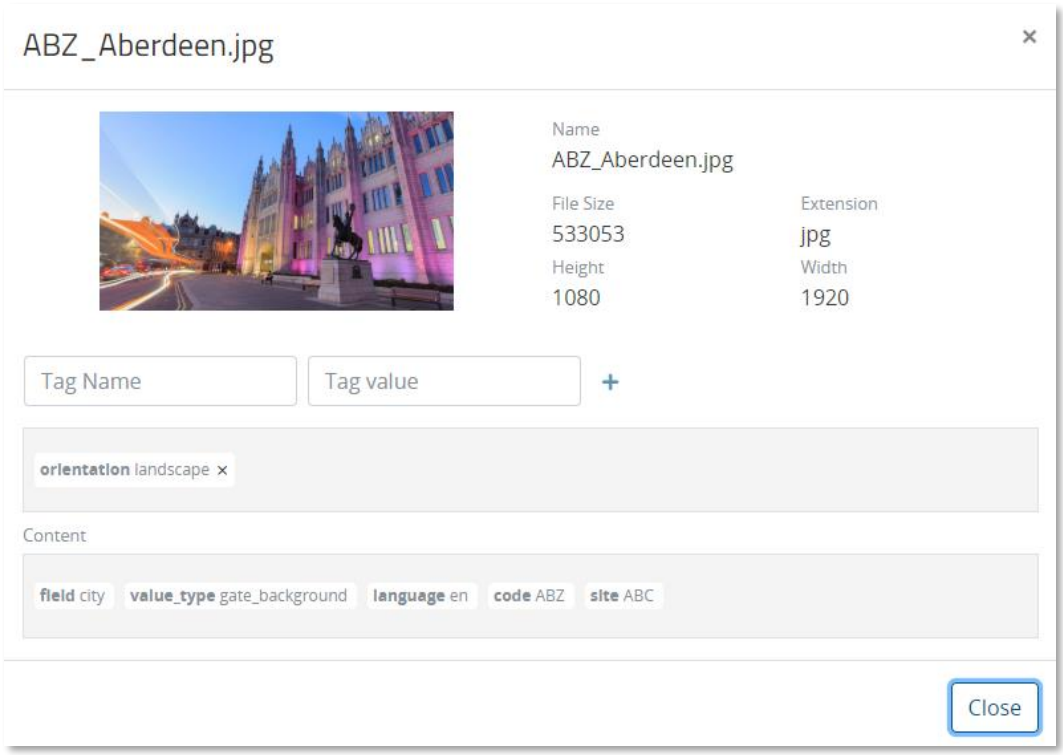


Example of the “Media” page

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Example of the “Add new filter” dialog box



Example of a media description and assigned tags

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SITA IDS supports the following flight data interfaces:

- SITA ConnectXML – this method is available as a bidirectional interface and is proprietary to SITA.
- AIDX – this method is available as a bidirectional interface for Non-SITA systems that support AIDX.
- Flight Information API – This is a REST-based Application Program Interface (API) that third parties can use to request/subscribe to flight information.

SITA has spent significant effort with feedback from airport customers, airline customers, seasoned travelers, families, and the one-time traveler to produce the best out-of-the-box templates in its base product offering. Template aesthetics and content are a direct result of the focus group's input on what travelers want most while maintaining the considerations of customers with vision impairments

List of Out-of-the-Box templates and the standard features included with them:

- Check-In (CI)
- Departure (D)
- Arrival (A)
- Arrival Summary (AS)
- Gate (G)
- Baggage Carousel (BC)
- Static Media (SM)
- Global Emergency (EMR)

Feature	Template	Notes
Landscape	CI, D, A, AS, G, BC, SM, EMR	Templates that are 1920 pixels wide by 1080 pixels high
Portrait	CI, D, A, AS, G, BC, SM, EMR	Templates that are 1080 pixels wide by 1920 pixels high
Light / Dark Mode	CI, D, A, AS, G, BC	Light mode (white) template theme or Dark mode (black) template theme
Time Sort	D, A, AS, G, BC	Templates that are sorted by schedule time of operation
City Sort	D, A, AS	Templates that are sorted alphabetically by destination/origin
Toast Messaging	CI, G, BC	Non-intrusive, directed / targeted messaging
Multi-page	D, A, AS, BC	Multiple pages within a single playlist. For Example, a single Departure display playlist, that cycles three departure pages: page 1, page 2, and page 3.
Sync	D, A, AS, BC	Ability to synchronize flips and "whooshes" for multi-instanced values across screens.
Banks	D, A, AS, BC	Allows a bank of monitors—for Example, three Departure monitors with the continuous flow from monitor 1 to monitor 3.
Emergency Override	CI, D, A, AS, G, BC, SM	Allows an emergency to override the operation of a screen-type/output for the duration of the emergency
Network Connection Loss	CI, D, A, AS, G, BC, SM	The template would display an interruption message if it was previously active until a connection is restored
Animated Lists	D, A, AS, G, BC	Ability to cycle code shares or other multi-instance data fields
Data Update Blink	D, A, AS, G, BC	Blinks data for 5 seconds on a recent update
Column Headers	D, A	Ability to turn row column headers on/off

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Language	CI, D, A, AS, BC,	Ability to have templates in languages other than English
Footer	CI, D, A, AS	Ability to have a footer image at the bottom of a layout.
12H / 24H Time	CI, D, A, AS, G, BC, SM	Ability to show time values in 12-hour vs. 24-hour time.

The arrival template is designed to go in the meet-and-greet sections for airports or offsite locations.

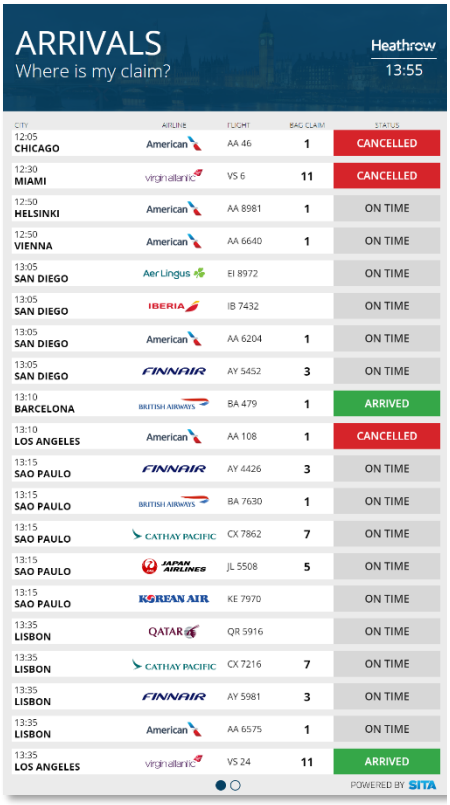
Template available fields:

- Mainline Carrier, Flight Number, Logo
- Codeshare Carrier, Flight Number, Logo
- Scheduled Arrival Time
- Origin City
- Baggage Carousel
- Flight Status

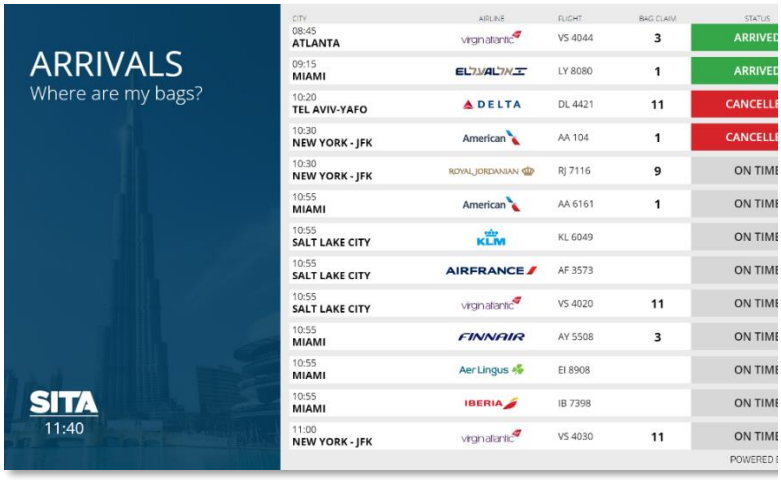
Template features:

- Can edit header background image
- Can edit header tag and sub-tag
- Can edit airport logo
- Can edit colors / font colors (not web cards)
- Custom Filtering

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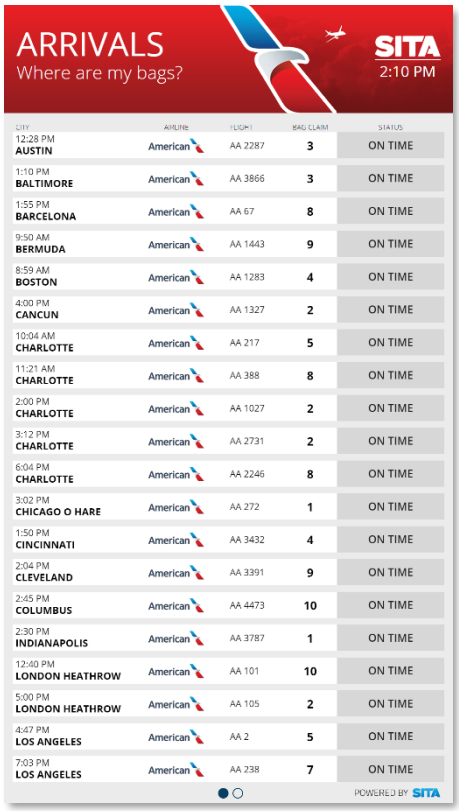


Example of Portrait layout



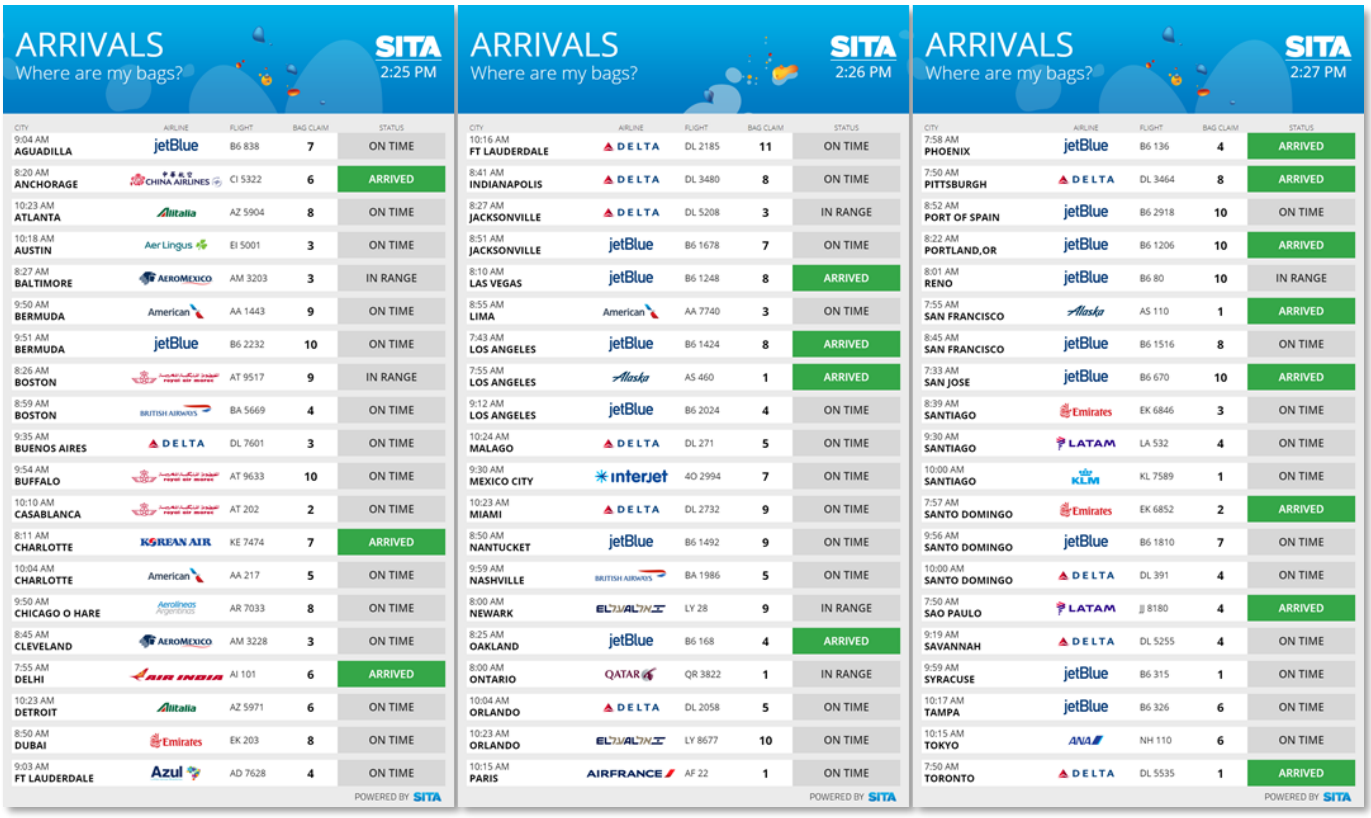
Example of Landscape layout

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Example of Portrait – Airline Branded

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Example of Portrait – Bank-of-Three

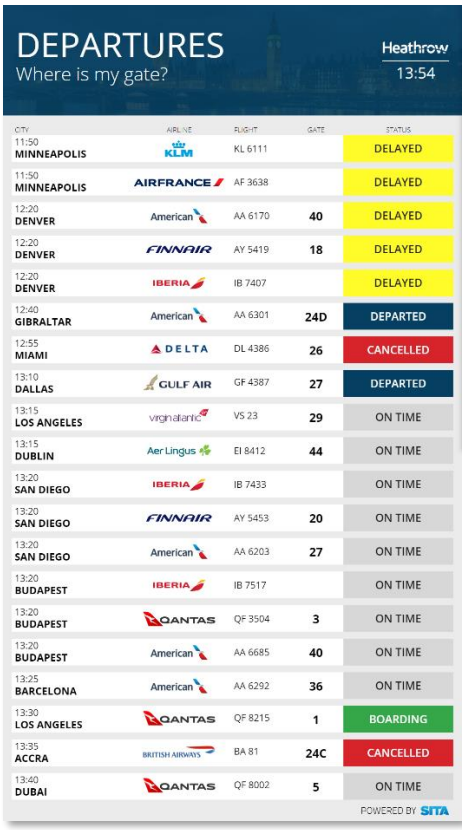
Template available fields:

- Mainline Carrier, Flight Number, Logo
- Codeshare Carrier, Flight Number, Logo
- Scheduled Departure Time
- Destination City
- Departure Gate
- Counters (on the counter specific template)
- Flight Status

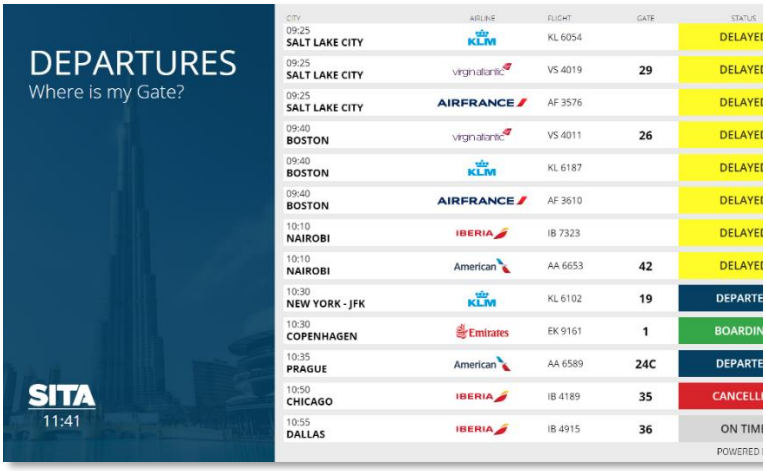
Template features:

- Can edit header background image
- Can edit header tag and sub-tag
- Can edit airport logo
- Can edit colors / font colors (not web cards)
- Custom Filtering

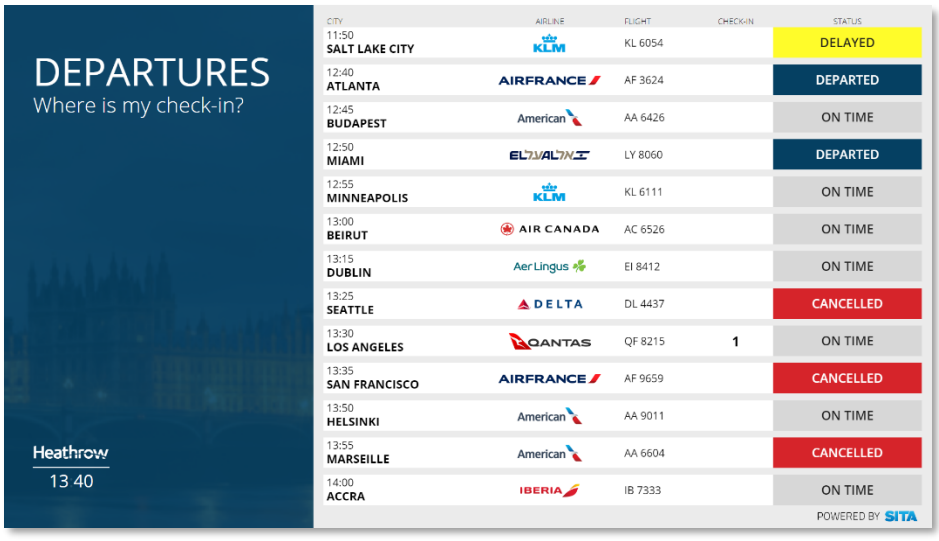
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Example of Portrait layout

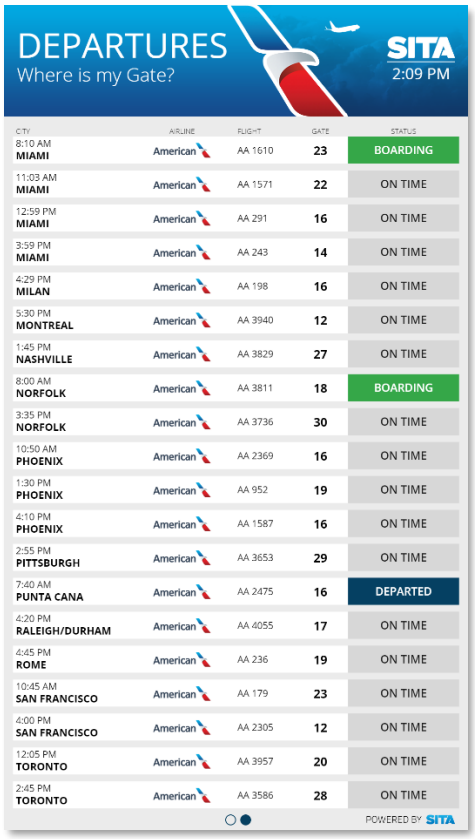


Example of Landscape layout



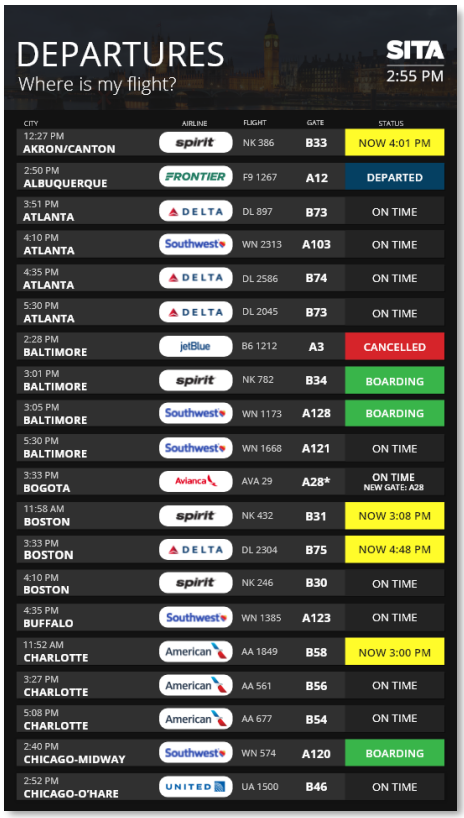
Example of Landscape – with Counters

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Example of Portrait – Airline Branded

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Example of Portrait – Dark Mode

Template available fields:

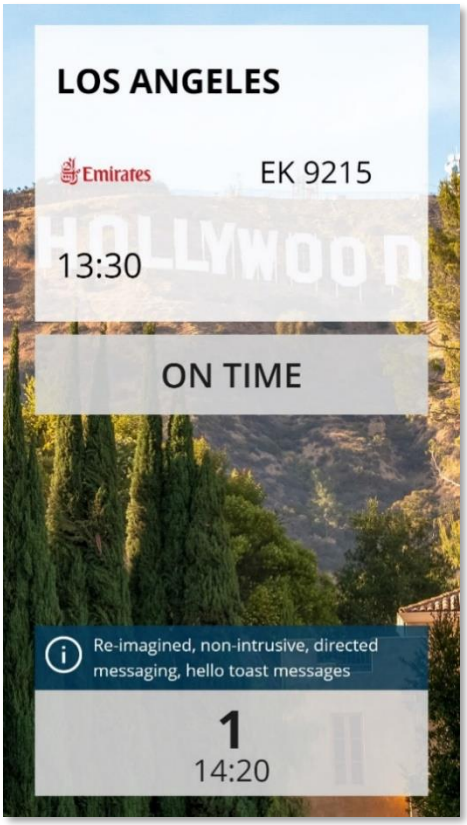
- Mainline Carrier, Flight Number, Logo
- Codeshare Carrier, Flight Number, Logo
- Current Time
- Scheduled Departure Time
- Destination City
- Departure Gate
- Flight Status
- Boarding Gate Remark (location specific)
- Boarding Sequence (location specific)
- Toasts (Visual Messages), these can be location specific or tied to a flight

Template features:

- Themes (light vs dark mode)
- 20+ city images included
- Gate location (on/off)

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- Destination Background Image

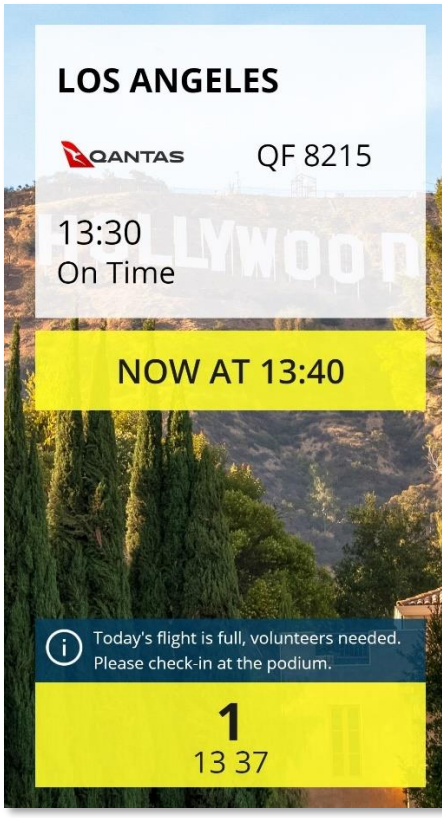


Example of Portrait – On-Time



Example of Portrait – Boarding

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Example of Portrait - Delayed

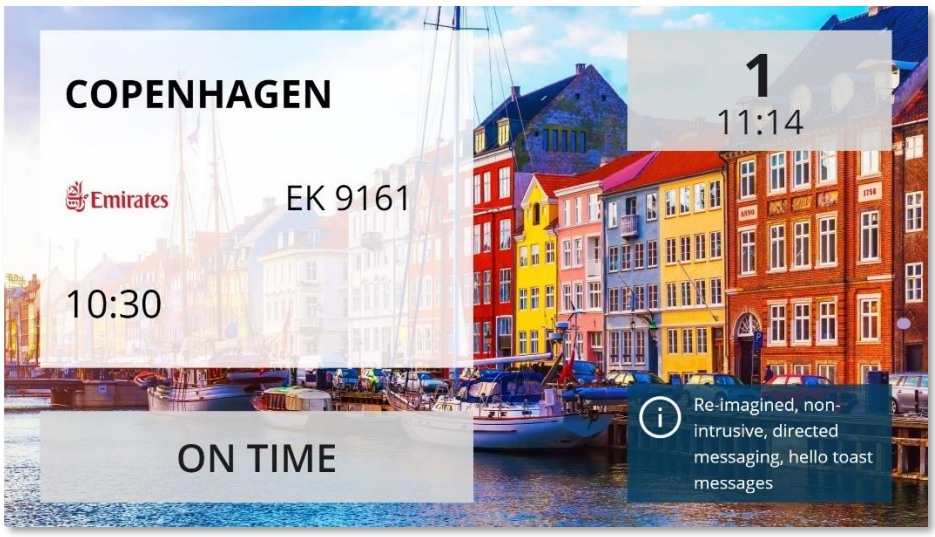


Example of Landscape – Delayed

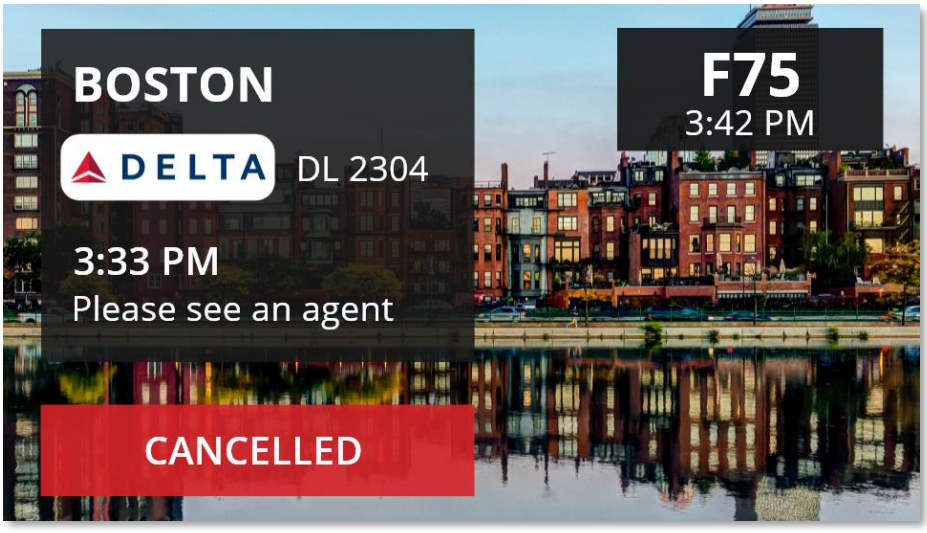


Example Boarding – with Toast

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Example On Time – with Toast



Example Cancelled (Dark Mode)

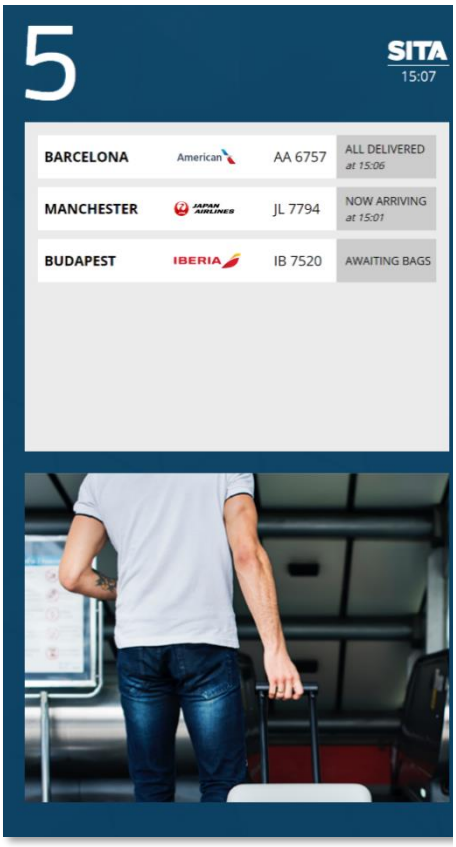
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Template available fields:

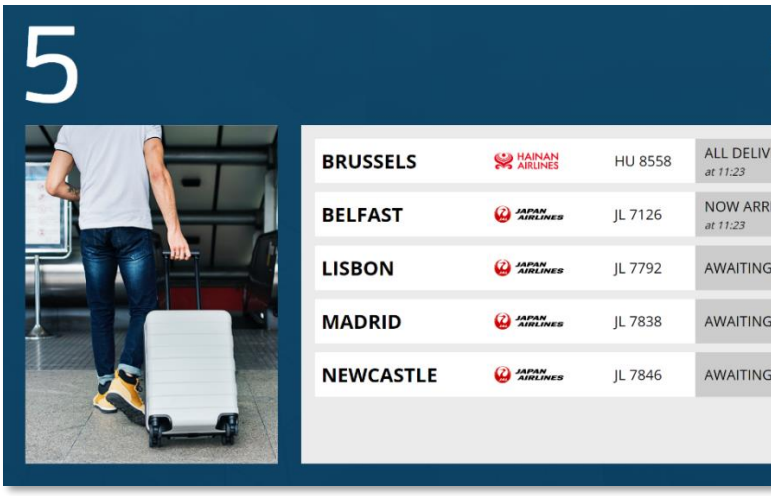
- Bag Claim Number
- Mainline Carrier, Flight Number, Logo
- Codeshare Carrier, Flight Number, Logo
- Arrival City
- Baggage Status (first bag / last bag messages)
- Toasts (Visual Messages)

Template features:

- Can edit header background image
- Can edit image graphic
- Can edit airport logo
- Can edit colors / font colors (not web cards)

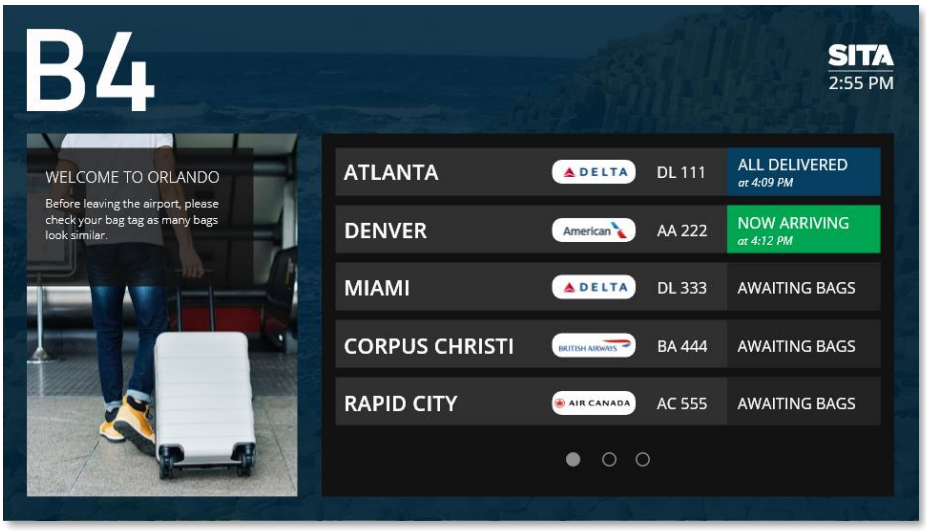


Example of Portrait



Example of Landscape

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Example Landscape – Dark Mode

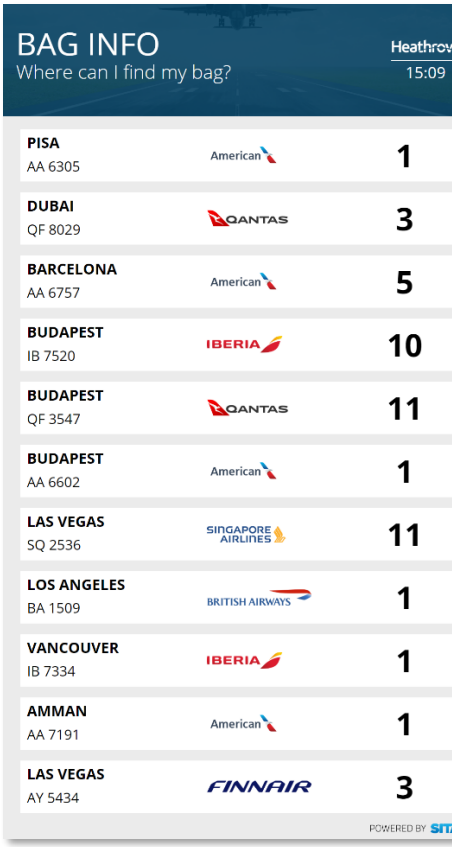
Template available fields:

- Mainline Carrier, Flight Number, Logo
- Codeshare Carrier, Flight Number, Logo
- Arrival City
- Assigned Claim Number

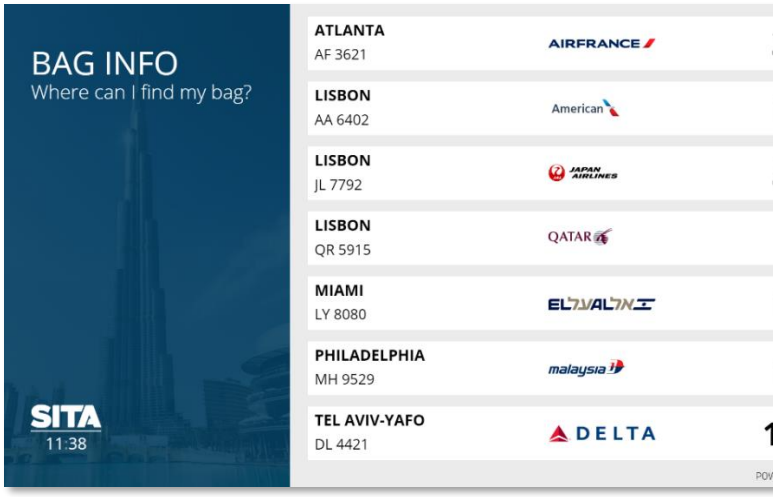
Template features:

- Can edit header background image
- Can edit image graphic
- Can edit airport logo
- Can edit colors / font colors (not web cards)

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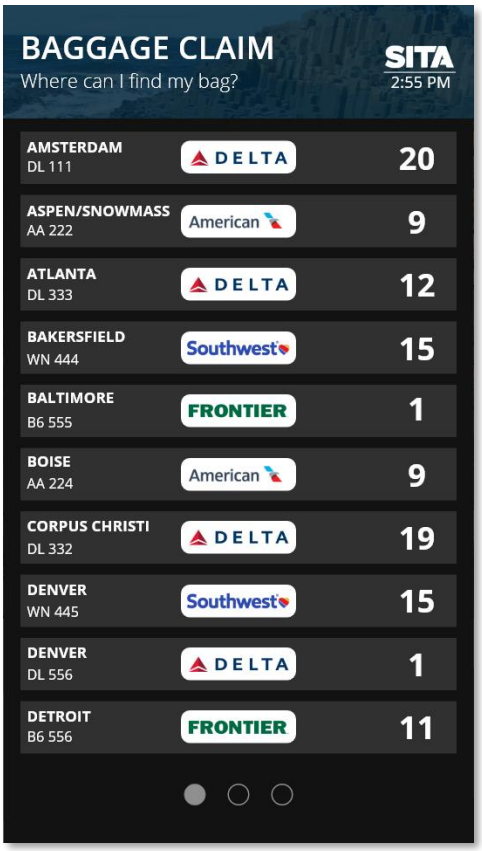


Example of Portrait



Example of Landscape

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Example of Portrait – Dark Mode

Template available fields:

- Check-In Number
- Mainline Carrier, Flight Number, Logo (if the flight options is selected)
- Class of service
- Toasts (Visual Messages)

Template features:

- Can edit header background image
- Can edit image graphic
- Can edit airport logo
- Can edit colors / font colors (not web cards)

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Example of Portrait

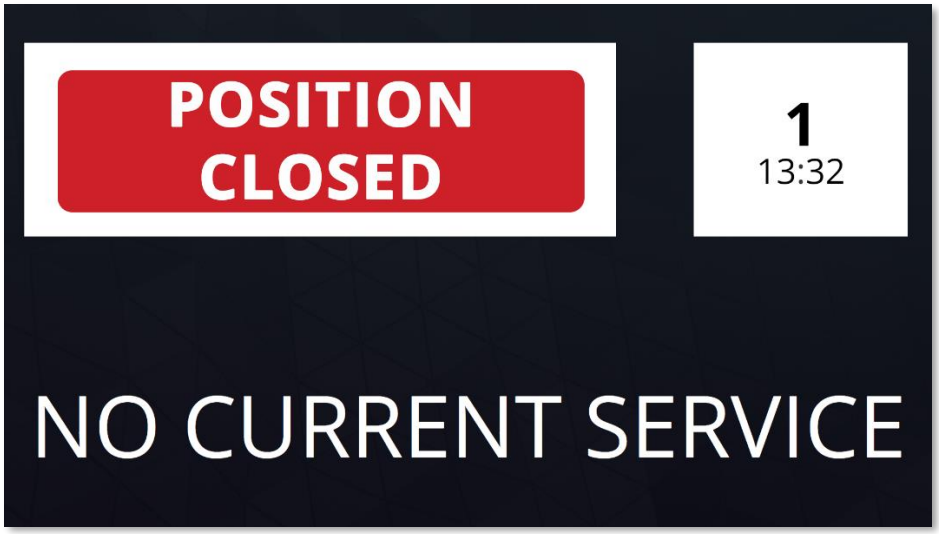


Example of Landscape

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Example of Landscape – with Code Shares



Example of Landscape – Position Closed

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Template available fields:

- Emergency Icon
- Emergency Header
- Emergency Message
- Current Time

Template features:

- Global ability to take over screens
- Custom message entered from the user interface
- Device zoning



Example of Portrait



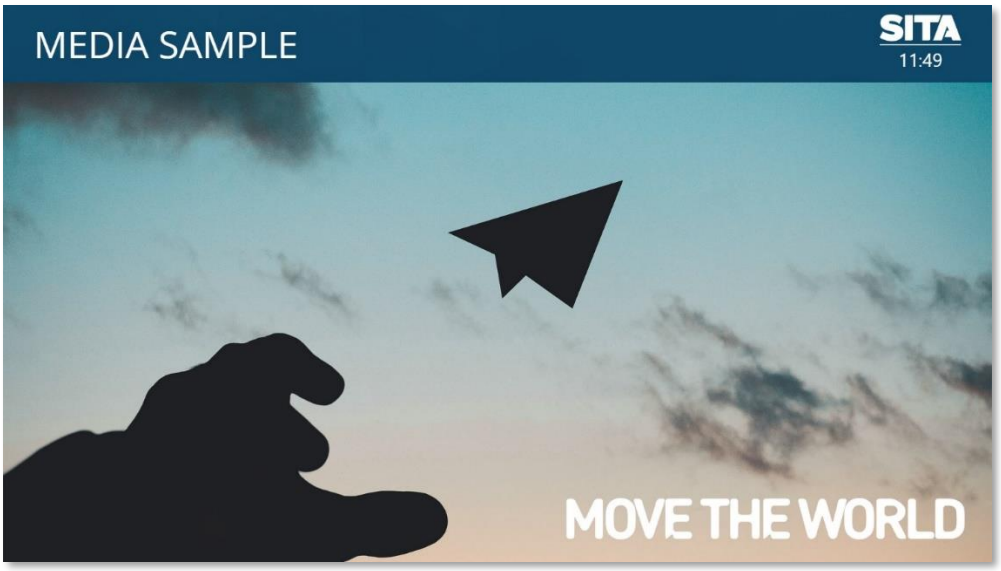
Example of Landscape

This template provides a way to cycle various static media images. Note: a content management system is being developed now and soon will be added to SITA IDS. There is currently no scheduling, reporting, video, video streaming, web embeds, etc.

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Template features:

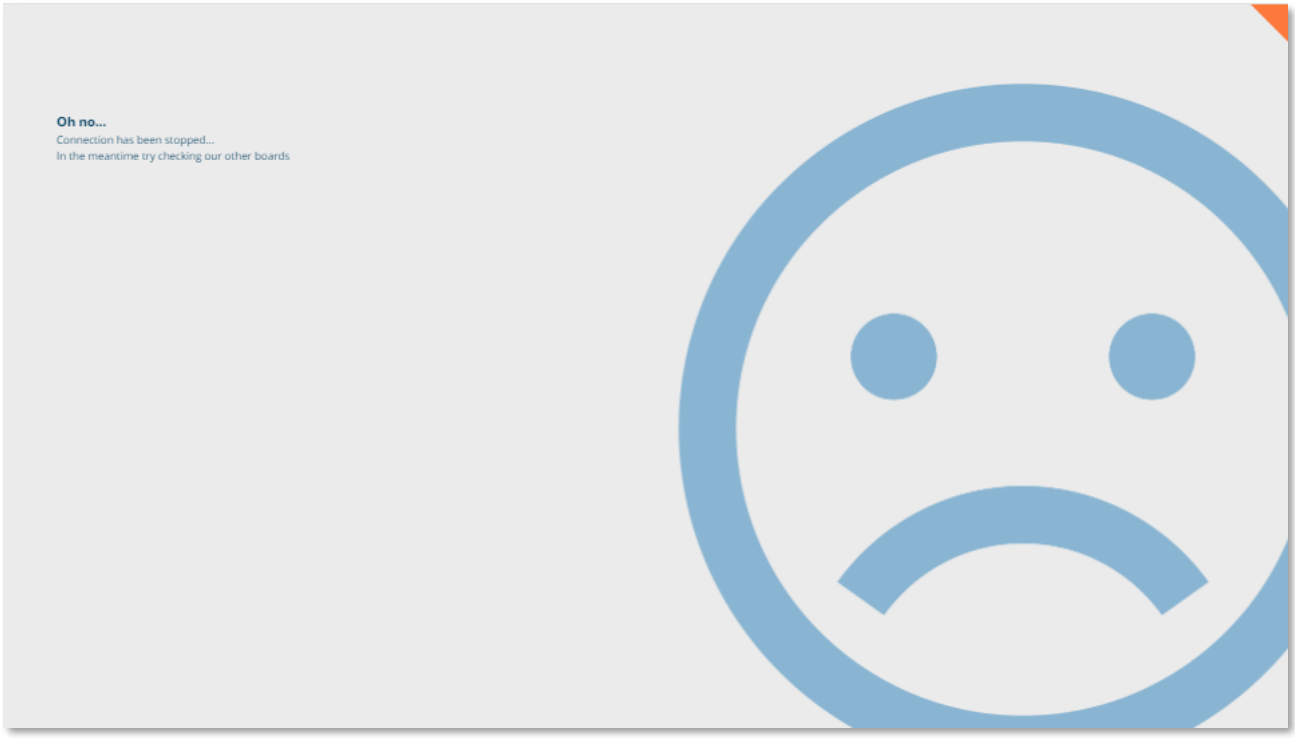
- Static image array
- Can edit image graphic
- Can edit airport logo
- Can edit colors/font colors



Example of Landscape

SITA IDS can show a user-friendly template when the network is disrupted between the server and the display device.

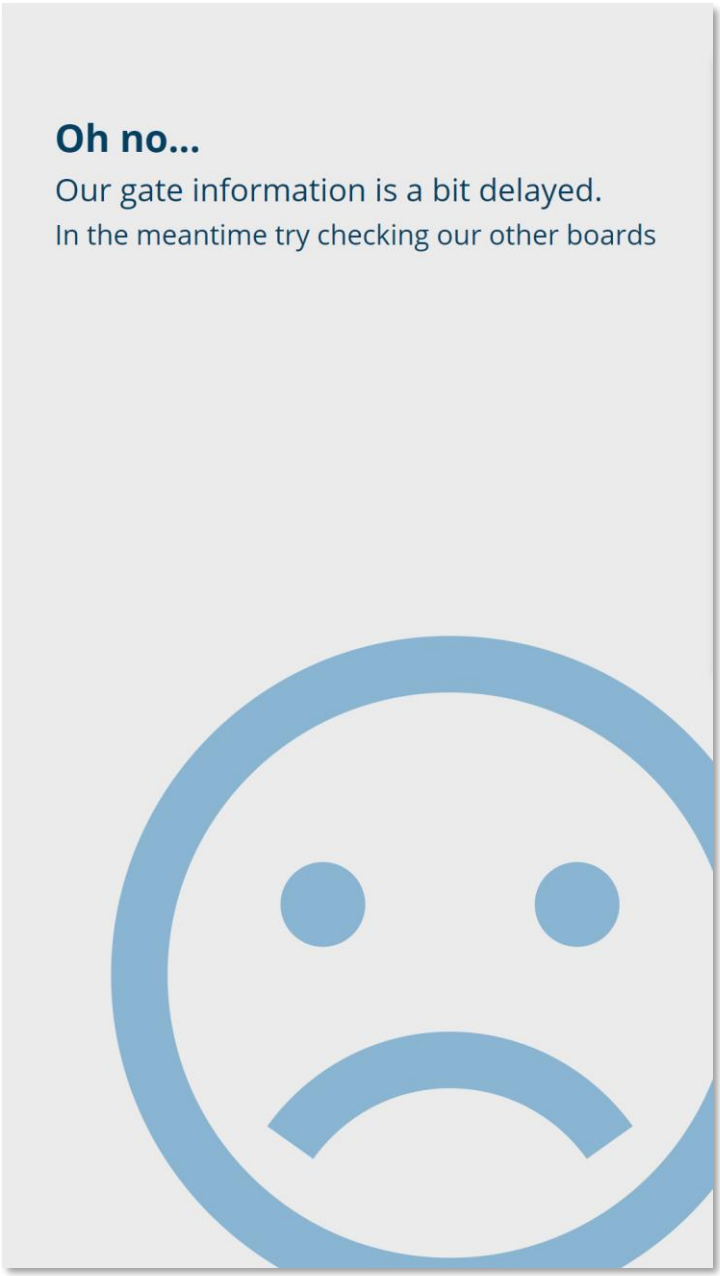
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Example landscape network disruption page

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If the timeout threshold is achieved, there is no orange beacon.



Example portrait network disruption page when the timeout threshold is achieved

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Acronyms Used in this Document for IDS

- **AIDX** – Aviation Information Data Exchange
- **API** – Application Programming Interface
- **APV** – AirportVision
- **APVe** – AirportVision Evolution
- **DDC** – Digital Display Controller
- **FIDS** – Flight Information Display System
- **SITA IDS** – SITA Information Display System
- **SoC** – System on a Chip
- **XML** – Extensible Markup Langage

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3. Project Management

SITA Project Management Methodology

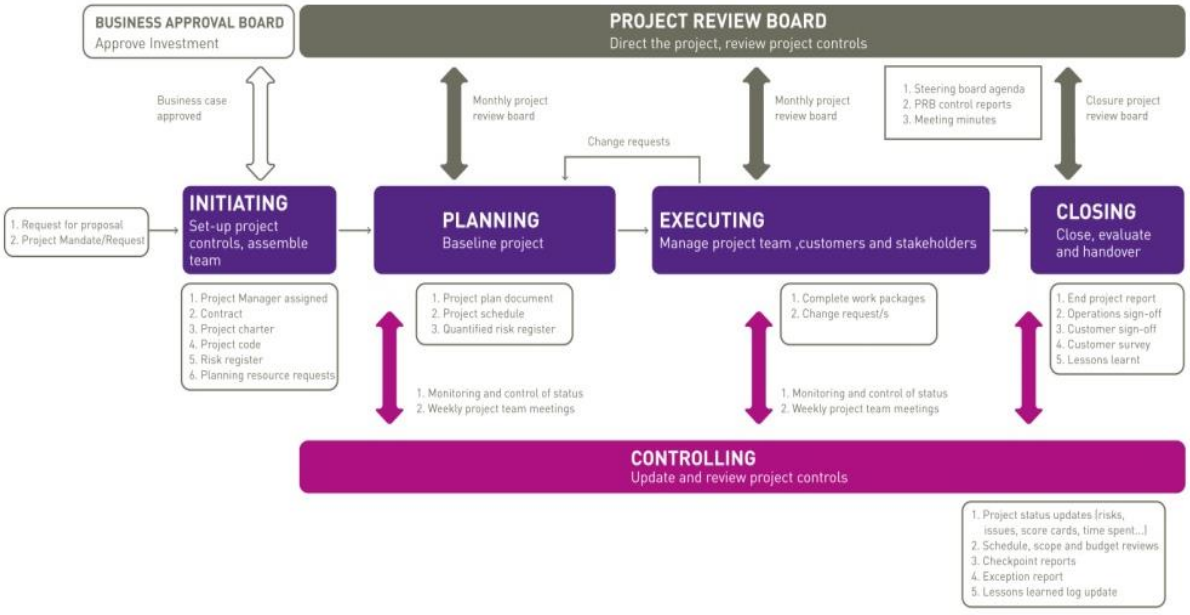
SITA has developed distinguished Project Management capabilities and know-how through 70+ years of successfully delivering a broad portfolio of Information Technology and Telecommunication solutions to the Air Transport Industry. SITA now has over 200 Project Managers who have delivered projects in more than 220 countries.

SITA Project Managers and Transition Personnel use a structured, disciplined, and standardized approach for project management. These approaches will be applied for the GUC airport delivery and go-line transition to our steady state operations team, ensuring a successful implementation and cutover that can be monitored, controlled and measured throughout its lifecycle.

SITA's Project Management Methodology is based on the Project Management Institute's (PMI®) Project Management Book of Knowledge, PMBOK® Guide, and is also successfully used with clients who use the OGC PRINCE2™ methodology. The SITA Project Management Competency Program leading to PMI® Project Management Professional (PMP®) certification ensures that Project Managers are not only competent in the methodology, but also equipped with specific personal and professional skills and experience.

Project Lifecycle Phases

SITA's Project Management Methodology segments the project lifecycle into distinct phases. Each phase has well-defined activities with clear entrance and exit criteria.



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These phases are defined as:

Initiation	Defining the project scope and identifying the key personnel involved.
Planning	Dividing and maintaining a workable scheme to accomplish the business objectives that the project stage was undertaken to address.
Execution	Leading project resources and activities to implement the plan.
Monitor/Controlling	Ensuring that project objectives are met by monitoring and measuring progress and taking corrective action when necessary.
Closing	The Closing phase of the project lifecycle ensures the delivery project has a distinct end-point and there is a transition of the project's outputs or programs outcomes to SITA Global Services.

Our detailed Project Management Methodology also includes: Project Governance, Project Reporting, Risk Management, Change Management, Quality Management, and Communication Management.

Further detail on the above points are available upon request.

Overall

SITA clearly recognizes the importance of delivering projects within a structured, disciplined and standardized environment that our customers can identify with, and have confidence in. Our depth of experience, along with our in-house management tools and qualified Project Managers means we have the ability meet our customers exacting needs within agreed timescales.

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4. Operations Support Model

SITA Global Services Overview

SITA's Global Services (SGS) provide a managed end-to-end service, leveraging a standard Airport Service Model built on the foundations of the ITIL framework. The Standard Airport Service Model was developed to support multiple products and solutions to provide a truly flexible global support capability. SITA's Global Services (SGS) state-of-the-art Command Center is located in Montreal, Canada. The center monitors servers, workstations, kiosks, applications and networks to maximize the availability of SITA's services and trigger alarms based on the customer-specific solution and offers global support twenty-four hours a day and 365 days a year. The high-level approach proposed is described in more detail in the following sections:

Proposed Operations Support Responsibility Matrix

Activity	SITA Responsibility	Customer Responsibility
Remote Service Desk – Incident, Problem, Change Management	X	
On- Site Level 1 Hardware Maintenance – Break/Fix, Warranty & Logistics, Preventative Maintenance		X
Level 2 Remote Application Support	X	
Level 2 Remote Infrastructure Support	X	
Level 3 Remote Operations Support	X	
Service Delivery Management	X	

SITA Service Desk (SSD)

The SITA Service Desk (SSD) provides the first line of customer interaction. The SSD receives, manages and resolves service-related incidents after the initial troubleshooting has been performed by GUC team – investigating if this incident is related to Hardware issues.
From their central location, the Service Desk staff will receive the incident to be diagnosed, log all details in our IT Service Management tool, and then inform the relevant resolver group regarding responses to outages and incidents. With its integrated automation tools, the SSD provides efficiency in customer response to ensure that everything that can be done is done to meet agreed Service Levels.

The key roles and functions provided by the Service Desk are as follows:

- Provide a Single point of contact (SPOC) for our customers on a 24x7x365 basis
- Support of all Services deployed and contracted at that location.
- The SSD will take all details and raise an incident within our tool and categorize and assign a priority to the incident.
- Assign to the appropriate resolving team after performing initial triage
- Incident routing to Resolver Groups. When an incident is escalated to a Resolver Group, the IT Service Management toolset will place the incident within the relevant resolver groups and to contacts defined for escalation.
- Proactively monitor, review and follow up outstanding Incidents
- Provide required level of customer service

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The SSD is the focal point for the adoption of consistent processes, procedures, and work instructions in the operation of services for our customers. It will manage or takes part on the following key processes in the service management model:

- Incident Management
- Major Incident Management
- Problem Management
- Change Management
- Release Management (distribution)
- Service Level Management

Level 1: On Site Break-fix Services

Level 1 On Site Break-fix services will be performed by the GUC airport personnel that would include the following:

- Attend the incident and perform initial diagnosis to determine if there is an application or hardware fault
- Work to repair the equipment
- If unable to repair the equipment, substitute the equipment with a Whole Unit spare.
- Test the repaired/replaced equipment and restore the service to the airline user's satisfaction.
- Escalate any unresolved incidents to SSD (SITA Service Desk). The SSD will then manage the incident to resolution
- Perform Preventative Maintenance on the equipment as recommended by SITA in accordance with Manufacturer guidelines and as agreed with the airline users schedules.
- Manage and maintain the warranty/RMA process, consumables and spares equipment for the service. All CUTE consumables are excluded (including paper and other technical consumables like print heads). SITA can recommend a vendor whereby the Airport can procure paper directly.
- SITA will provide necessary training for GUC airport staff to enable their local support of SITA provided equipment

Level 2: SITA Command Center (SCC) Operations Remote Support Services

Airport Operational technical staff are trained to the highest level to support our Airport products by providing:

- Receives requests for Incident and Problem management support via SSD for incidents raised by GUC airport staff
- 24/7 Operational support
- Triage support in diagnosing incident and determining resolution or supporting other resolver groups
- Major Incident Management
- Configuration and Change Management
- Problem Management

The Airport Operations team will provide remote infrastructure and application support to GUC Airport. The key roles and functions provided by SITA Command Center (SCC) Airport Operations are as follows:

- Providing technical support to the GUC Field Services teams as necessary
- Perform Remote Monitoring if applicable and maintaining the configuration of servers, clients and peripherals

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- Maintaining any SITA provided local LAN services such as SITA's External Services firewalls, switches and routers.
- Maintaining the user profiles configured on the SITA Flex infrastructure
- Maintaining SQL databases and other SITA Flex configuration files that are located on domain controllers or in active directory
- Managing the customer's file and directory services on the central Server infrastructure
- Applying critical operating system patches, SITA Flex platform updates and workstation images as recommended by SITA engineering
- Monitoring and Managing SITA Server Backup and restore
- Maintaining group policy, passwords and antivirus updates to ensure the security and integrity of the SITA Flex platform.
- Updating SITA certified airline applications as required upon proper application by the airline via SITA's established release and deployment process in conjunction with local change management processes

Level 3 Remote Operations Support

SITA's Level 3 Remote Operations Support are the highest skilled subject matter experts in SITA airports products and services and provide support Monday-Friday, 9AM-5PM EST.

The key roles and functions provided by SITA Level 3 are as follows:

- Receives requests for Incident and Problem management support via Level 2 Support teams;
- Performs root cause analysis to identify bugs or requirements for code change;
- Engages SITA's Development Team to fix bugs or apply code changes in next Service application release;
- Notifies SITA's Operational Release Management team of upcoming release availability;
- Performs recommendation and action planning to update obsolete resources and migration to new versions of software and/or platforms;
- Performs small developments: monitoring shell scripts, scheduled tasks, delete logs.
- Develops required code change and bug fixes;
- Performs certification and testing of new releases;
- Makes releases available to SITA's Airport Operations team for global release following beta certification;
- Notifies SITA's Airport Operations of availability of a new release;
- Develops functional and technical documentation associated with new developments, user manuals for the scheduled tasks and shell scripts.

Service Delivery Management

The SITA Customer Success Manager (CSM) is the customer's assigned point of contact who acts as the customer champion and ensures the success of Service Delivery Management. The CSM operates remotely and provides customers with remote 1-hour service review calls per month with a standard performance report and an annual virtual meeting based on mutually agreed schedules to discuss opportunities for improvement and service performance trends.

The Customer Success Manager also helps the client with the following: planning all operational changes, managing critical and unexpected changes in your business lifecycle, and assisting to evolve the SITA solution(s)

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to your changing business. Furthermore, the CSM during monthly remote service performance review meetings, will demonstrate SITA service quality and compliance with contractual commitments through service performance analysis based on SITA standard reporting approach.

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5. Training

SITA proposes that the following training courses be provided to GUC onsite technicians.

Course Name	**SITA Flex Hybrid eLearning Series**
Course Code	APC100e
Delivery Mode	eLearning
Duration	1 hour
Course Prerequisite(s)	None
Required for	End Users
Course Description	This series contains two eLearning modules. The first module is prework eLearning for the SITA Flex Site Admin and FE courses and includes an overview of the SITA Flex Hybrid platform. The second module is designed to show how to perform basics task within the SITA Flex Hybrid system, including system access, system navigation, and troubleshooting common issues.
Course Objectives	By the end of this course, participants will be able to: • Describe the various peripheral devices used in SITA Flex Hybrid systems • Articulate the two-system concept • Log into and Logoff from SITA Flex Hybrid • Open or Exit an airline application • Open a second airline application • Switch between open airline applications • Troubleshoot common issues within SITA Flex Hybrid
Topics	Topics Include: • SITA Flex Hybrid and the two-system concept • Airport infrastructures • SITA Flex Hybrid Product Standards • Peripheral devices • Log into and Logoff from SITA Flex Hybrid • Open or Exit an airline application • Open a second airline application • Switch between open airline applications • Troubleshoot common issues within SITA Flex Hybrid

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Course Name	**SITA Flex Hybrid CUTE Windows 10 for Maintenance Technicians**
Course Code	APC504
Delivery Mode	Instructor-Led
Duration	24.0 hours
Course Prerequisite(s)	Recommended pre-course APC100e
Required for	Field Engineer (SGS Level 1)
Course Description	This Instructor-led live course is designed for Maintenance Technicians who are responsible for the daily operation of the SITA Flex Hybrid platform and peripheral devices. Emphasis is placed on troubleshooting, preventive maintenance, and repair/replacing components.
Course Objectives	By the end of the course students will be able to: • Image a workstation • Perform preventative maintenance procedures of the equipment. • Troubleshoot and repair the equipment and the associated peripherals
Topics	Topics Include: • SITA Flex Hybrid Overview • Introduction to common use • Install & configure SITA Flex components and devices • Troubleshoot and repair of devices • Restore Image a workstation • Perform preventative maintenance of devices

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6. Project Cost Detail

GUC - Common Use & AirportVision - Detailed One-Time Pricing					
System Description	**Unit Type**	**Unit Price**	**Online**	**Spare**	**Total One-Time Price**
System Software					
Core & Network					
2 Mbps VPN Service Bandwidth	Each	$ 1,662.69	1	0	$ 1,662.69
Fortigate Firewall	Each	$ 171.64	1	0	$ 171.64
Windows Server 2016	Each	$ 1,325.01	1	0	$ 1,325.01
Gate & WorldTracer Positions					
Windows 10 IoT	Each	$ 104.33	9	1	$ 1,043.28
Windows Server CAL	Each	$ 44.49	9	0	$ 400.43
System Software One-Time Price :					**$ 4,603.06**
System Hardware					
Core and Network					
HPE DL-20 Read Wrtite Domain Controller	Each	$ 2,386.55	1	0	$ 2,386.55
Buffalo Drive Station Duo Backup	Each	$ 416.42	1	0	$ 416.42
Network Hardware - Firewalls, Switches, Proxy Devices, Routers	Each	$ 24,594.13	1	0	$ 24,594.13
Gate & WorldTracer Positions					
HP EliteDesk 800G5	Each	$ 815.76	9	1	$ 8,157.61
HP 19" E190i Monitor	Each	$ 214.25	9	1	$ 2,142.54
Belkin Cat-5 Patch Cables	Each	$ 5.97	9	1	$ 65.67
Custom ATB TK302 w/stacker	Each	$ 1,088.64	4	1	$ 5,443.18
Custom BTP TK202 w/roll holder	Each	$ 1,024.16	4	1	$ 5,120.82
OKI ML320T DCP	Each	$ 435.82	5	1	$ 2,614.93
Access AKB-500 MSR/OCR Integrated Keyboard	Each	$ 991.62	9	1	$ 9,916.22
Access BGR 135 -U Boarding Gate Reader	Each	$ 1,275.73	4	1	$ 6,378.67
Equipment Freight					$ 2,689.47
System Hardware One-Time Price:					**$ 69,926.21**
Project Coordination, Design, and Management	**Lot**				**$ 69,249.70**
Training					**$ 5,926.82**
TOTAL One-Time Price:					**$ 149,705.78**
Monthly Maintenance and Support					$ 4,414.20
TOTAL Price for 36 months					**$ 158,911.20**

Optional Pricing			
System Description	**Qty**	**Unit Pricing**	**One-Time Price**
49" LG Smart Display (49UH7F-H)	4	$ 1,470.63	$ 5,882.52
55" LG Smart Display (55UH7F-H)	4	$ 2,000.05	$ 8,000.20
Equipment Freight			$ 472.00

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General Proposal Assumptions:

1. SITA to provide the ISP (Internet Service Provider)
2. Customer to provide the LAN (Local Area Network)
3. Customer will provide the access layer network via two (2) 1 Gbps UTP copper cables (Cat 5e or better). However, these connections can instead be fiber if required or preferred by the GUC Airport Authority. See the GUC network diagrams for more detail.
4. The SITA proposal for GUC assumes a Layer 2 design in which all SITA Product Client VLANs are connected to the SITA ES Firewalls.
5. The SITA proposal for GUC assumes that the SITA server and clients will utilize SITA provided 57.x.x.x IPv4 addressing
6. Customer will provide sufficient rack space in a secured core room
7. Due to long lead times, GUC has the option to procure the eight (8) smart screens. Pricing and specs are listed as optional in case it is preferred for SITA to source.
8. SITA anticipates that we will be able to fulfill the delivery of most of the equipment in time for the implementation deadline of December 15th. However, any changes or delays will be communicated to GUC with any alternatives or possible implications to the timeline.
9. This architecture can support up to 25 clients. Any increase past this may warrant re-design.
10. All CUTE consumables are excluded (including paper and other technical consumables i.e., print heads)
11. All airlines running on SITA FLEX will need to provide a certified CUTE application
12. Training on the CUTE system and maintenance will be performed by the SITA Delivery Team with the GUC Ground Handler at the time of implementation. Any additional training will warrant additional costs.
13. Training facilities will be provided by customer with internet connection
14. Customer will provide a suitable staging environment which has access to internet, common use network and power
15. Customer to provide space to collect garbage and recycling
16. Customer will receive and store equipment in a climate-controlled environment until installation
17. It is assumed that all CUTE devices will fit within the existing millwork and no changes are required
18. Removal, decommissioning and recycling of any existing equipment is not included
19. The core room provides a termination point for WAN telco circuits
20. Any airline circuits that are terminated in an Airline's back-office area are assumed to be no more than 100 meters away from the main core room. Any connections further than 100 meters will need additional fiber connectivity at an added cost.
21. All post implementation consulting will be performed virtually unless stated otherwise from GUC
22. Customer will follow the RMA process for the repair and replacement of equipment
23. The proposal and pricing are based on SITA's Standard Terms and Conditions (provided as a separate document). If Customers Terms and Conditions apply, SITA reserves the right to change this proposal offering and pricing if needed.

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End of Proposal

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EXHIBIT B

This Statement of Work (collectively with its exhibits, schedules, statements of work or other attachments, and as amended, supplemented, modified or restated from time to time, the "SOW"), is by and between SITA Information Networking Computing USA Inc. ("SITA"), and the Board of County Commissioners, Gunnison County, Colorado ("Customer"). This SOW is made pursuant to, and, upon its execution and delivery, will be considered part of, that certain Agreement for Services Between Gunnison County and SITA Information Networking Computing USA Inc., dated of near or even date herewith by and between Customer and SITA (collectively with its exhibits, schedules, statements of work or other attachments, and as amended, supplemented, modified or restated from time to time, the "Agreement"). Capitalized terms used, but not defined, in this SOW have the meanings given to such terms in the Agreement. The terms and conditions of the Agreement are incorporated herein as if fully set forth below. In the event of any conflict, the Agreement shall control.

The terms of this SOW are as follows:

1. Service Schedule for SITA Flex Hybrid

1 Definitions

The following words have these meanings in this Schedule:

API means Application Programming Interface.

API Key means the information issued by SITA to identify a Customer application and authenticate it to use the Service.

Bill of Materials means the list of Equipment to be provided by SITA, set out within the Service Agreement.

Core Room means the location of the server(s) supporting the Service.

Managed Services Model has the meaning given to it in paragraph 2.2.1 of this Schedule.

Restricted Data means any of the following data provided by Customer, any Airport User (including ground handlers, airlines and DCS providers) and/or any other party on behalf of Customer or Airport User: a) any Confidential Information; b) any Personal Data; and c) any other data in excess of any agreed limits.

Self-Service Bag Drop means a SITA bag-drop unit and/or software application.

Self-Service Kiosk means a SITA self-service product that allows passengers to perform all the necessary transactions for a flight check-in and generate the required documents.

Smart Path™ means the SITA service module with the capability of biometric identity management.

Service means the service described in paragraph 2 of this Schedule.

Service Hardware means the following components of the Service: (a) operating software and third-party software for all components

Site Survey means a survey by SITA or its Representative of the Site or of Customer's equipment at a Site to determine if the Site and equipment meets the necessary requirements for the proper installation and functioning of the Service in accordance with paragraph 4.6 of this Schedule.

Upgrade means a version or release of the API intended to have new or improved functionality or any other new version or release of the API.

Terms used but not defined herein shall have the same meaning as otherwise defined in the Service Agreement, including any other Schedules or Annexures thereto.

2 Service Description

2.1 Service Overview

2.1.1 SITA Flex Hybrid is a module (reference ID 60001) within SITA Flex product (reference number 32791). It is a platform that enables a network of workstations and peripherals to be used interchangeably by the airport and the airlines and handling agents as Airport Users operating at the

airport to access their respective IT applications.

2.1.2 The Service consists of standard features set out in paragraph 2.2 of this Schedule

2.2 **Standard features**

2.2.1 The Service includes provision by SITA of Server Software, the types, number, specification of which, and installation at Site for which, are set out in the Bill of Materials. The applicable model for each type of Equipment shall be specified in the Bill of Materials. Customer may provide its own equipment.

2.2.2 The Service supports:

(a) access to relevant departure control systems using industry standard protocols;

(b) simultaneous use of several applications on workstations;

(c) use of the following peripherals used in passenger processing, such as, boarding pass printers, bag tag printers, document printers, boarding gate readers, bar code readers, card readers, passport readers, self-bag drops, self-boarding gates, payment devices and biometric devices; and

(d) a set of APIs to enable Customer to create native API applications.

2.2.3 As part of the Service, SITA will provide 24 x 7 software monitoring.

2.2.4 The following is within the scope of the Service:

(a) Availability and resilience of the Service;

(b) Confidentiality and integrity of the Personal Data transmitted or received over the Service by any processing systems managed by SITA (or their authorized Sub-processors);

2.3 **Exclusions**

2.3.1 The following are excluded from the Service.

(a) Any terminal IT infrastructure equipment other than listed in the Equipment and Pricing Schedule;

(b) Airport internet or WiFi Connection usage cost; and internet connectivity

(c) Any modifications to Airport Users' applications.

2.3.2 The following is out of scope of the Service:

(a) Availability and resilience of any processing systems not managed by SITA (or their authorized sub-contractors) that is connecting to the Service; and

(b) Confidentiality and integrity of the Personal Data transmitted or received over the Service by any processing systems not managed by SITA (or their authorized Sub-Processors):

(i) Examples of processing systems which are not managed by SITA (or their authorized Sub-Processors) may include (but not be limited to) the following:

I. internet and other networks
II. departure control systems (DCS), third party applications and third party software
III. Common Use systems
IV. servers & cloud services
V. workstations, kiosks, smartphones, peripherals and other devices

2.4 The Service is also provided in conjunction with other SITA services available on request by Customer and supplied where subscribed to separately in a Service Schedule. For example, such optional services may include: Self-Service Kiosk, Smart Path™ , Self-Service Bag Drop, Airport Device management and SITA Flex Payment.

3 Service Dependencies

3.1 In order to enable implementation and/or use of this Service, Customer shall (at its own cost and expense):

3.1.1 provide, set-up and maintain its core room including power, UPS, air conditioning, and racks (if racks are not Equipment provided by SITA);

3.1.2 ensure that each Airport User, designated to use the Service:

(a) has performed testing of their applications against the Service platform. This can be achieved through the utilization of the Service platform remote test bed;

(b) where applicable, has their applications certified and/or integrated by SITA prior to deployment at the Airport and pay SITA the applicable certification and/or integration charges; and

(c) provides to SITA connection configuration data for connecting their departure control systems to the Service.

3.1.3 in relation to paragraph 2.2 the customer shall:

(a) install power connections in accordance with local safety standards;

(b) provide network connectivity to each Airport User's (DCS) host prior to installation. For example, for the workstations and self-service devices (i.e., CUSS kiosks; Self-Bag drop); and

(c) procure that Airport Users which will be using the Service provide to SITA the applications referred to in paragraph 2.2.2 for integration testing by SITA prior to implementation of the Service.

3.1.4 procure software licenses in Customer name to enable use of any Equipment which is either provided by SITA under the Re-Sale Model or is at any other time sold by SITA to Customer.

3.1.5 procure workstation, peripherals hardware and software, and consumables and perform the management of the workstation and in particular its update and maintenance; and

3.1.6 procure all necessary consents and/or instructions from Airport Users, in order to enable the lawful transfer of Airline Users' Personal Data to SITA, and/or the lawful collection of Airline Users' Personal Data by SITA on behalf of Customer for the duration of the Service Period.

4 Service Conditions

4.1 Service Period

4.1.1 The Service Period of the Service begins on the date when SITA makes the Service available for use by Customer and continues for a period of 36 months.

4.2 Restricted Data

4.2.1 The Service is not designed for the storage of Restricted Data. Customer agrees that it shall not in any circumstances use, or permit the use of, the Service for storage of Restricted Data. Customer acknowledges that such use of the Service may result in termination of the Service immediately.

4.2.2 Should SITA suffer any claim or demand from a third party which arises from, or in connection with, any storage of Restricted Data, Customer shall indemnify and hold SITA harmless against all fines, losses, damages, costs and/or expenses (including reasonable legal fees) arising therefrom.

4.3 Customer Obligations

4.3.1 In relation to CUTE, CUPPS and CUSS applications that are certified on the Service platform, the Customer agrees that all:

(a) Customer applications used by the Customer (and/or Airport User); and

(b) third party applications that the Customer desires to use,

must be kept at no later than the latest IATA CUSS or CUPPS technical specification compliance plus 2 prior versions, where 1.3 and 1.4 are each deemed a version, unless IATA has advised that only a specific version, such as CUSS v2.0, is useable.

For example, when IATA CUSS specification version 1.8 is launched, applications certified up to version 1.5 shall be deleted by SITA, and applications certified to comply with IATA CUSS technical specification versions 1.6, 1.7 and/or 1.8 are allowed, unless IATA has advised that only v2.0 is useable in which case all applications certified to previous versions shall be deleted by SITA.

4.3.2 Customer must ensure that appropriate security controls are implemented on any processing system not managed by SITA (or their authorized Sub-processors) as described above in Clause 2 including (but not limited to):

i. Anti-Virus on servers, workstations & kiosks
ii. Identity and access management for Users (employees, agents & contractors of the Customer)

4.3.3 Customer must ensure there is no misuse of the Service as a result of any act or omission by the Customer including (but not limited to) failing to:

iii. Follow applicable laws and regulations
iv. Follow industry practices
v. Guard against unauthorized access
vi. Provide security and privacy training and awareness campaigns
vii. Manage security incident response activities

4.3.4 Customer shall report all incidents to the SITA Service Desk and give accurate details of the incident, and all other information necessary for SITA to investigate the incident. Alternatively, SITA may determine that there is an incident and promptly report the condition to Customer. At this point an incident record will be logged by the SITA Service Desk in its Service management systems and Customer will be informed of the incident record number.

4.3.5 In relation to third party WAN service providers, if Customer requests for the Servifce to interconnect with third party WAN service providers, fees will apply for the interconnection of third-party WAN service provider network to any Service Hardware (including firewalls), and for any equipment to be hosted in the SITA Core Room or SITA-owned racks.

4.4 **Statutory or Regulatory Change**

SITA may, on reasonable notice to Customer, vary a Charge or impose additional charges to the extent such variation or additional charges are required for (or in connection with) any compulsory statutory or regulatory programs (which programs include, but are not limited to, IATA requirements).

4.5 **Site Survey**

4.5.1 The terms of this paragraph 4.6 apply when a Site Survey is requested by Customer or required by SITA.

4.5.2 Customer will provide SITA with access to the Site and all information reasonably requested by SITA to enable SITA to perform the Site Survey.

4.5.3 If the results of a Site Survey indicate that further preparation to the Site or different equipment is needed, Customer will ensure that all such reasonable preparations are completed, and equipment provided prior to SITA providing any further services.

4.5.4 If Customer fails to complete all reasonable required preparations to the Site within agreed timeframes:

(a) SITA will be relieved of its responsibilities to provide the Service at that Site, and any related obligations in the Service Agreement, until the Site has been properly and fully prepared and equipped by Customer;

(b) Customer agrees to pay additional reasonable charges for SITA (and/or its Representatives') staff time, at reasonable hourly rates for the number of hours that could not be redeployed by SITA to other chargeable tasks; and

(c) Customer agrees to reimburse SITA for reasonable additional costs incurred in connection with any such failure.

4.5.5 Irrespectively of the results of a Site Survey, Customer will be solely responsible for any damage to Equipment, or any other equipment, caused by a failure by the Customer to ensure that the relevant Site is prepared for the proper installation and functioning of the Equipment and/or Service.

4.5.6 SITA will not be responsible for the results of any Site Survey and expressly excludes responsibility for any reliance placed on the results of such Site Survey by either SITA or the Customer.

4.5.7 SITA will charge Customer and Customer will pay for Site Surveys, and any additional on-site visits resulting from non-performance of Customer's obligations, at SITA's standard hourly rates for the number of hours spent in performing the Site Survey (including travel time to and from the relevant Site). In addition, SITA will charge and Customer will pay for the reasonable travel, subsistence and other expenses of the SITA staff member(s) or Representative(s) conducting the Site Survey.

4.6 **Language**

Unless otherwise agreed by the Parties in writing, the Service, documentation and all communication (written and verbal) about the Service shall be in the English language. This includes, but is not limited to, any deliverables, training, reports, on-line help and custom fields.

4.7 **Modifications**

4.7.1 SITA may at its option on notice by e-mail (or other electronic means) to Customer:

(a) modify, enhance or update a Service provided that there is no material reduction in the functionality of the Service; and/or

(b) modify, enhance or update the Service Documentation from time to time, as reasonably required.

(c) modify, enhance or update infrastructure deployed between Airport and SITA Flex Cloud from time to time

4.8 **End-of-Life (EOL) Policy**

4.8.1 SITA end-of-life (EOL) policies are located at the following link:

(a) Managed Service EOL Policy:
https://www.sita.aero/globalassets/docs/other/eol/managed-service-eol-policy-120218.pdf

4.9 **Operational improvement and security.**

4.9.1 SITA and the Customer agree that all data received by SITA from (or on behalf of) Customer may be anonymized and aggregated by SITA for research and analytics for service improvement, operational efficiency and security. This provision is subject to all other parts of the Agreement, and SITA shall at all times comply with its obligations under the Agreement and under all applicable laws and follow best practices for research.

4.9.2 To minimize security risks associated with access to public networks and the internet, Customer agrees to for itself and on behalf of other third parties (i.e. airlines) using the Service to obtain prior written consent from SITA to attach to such networks, and to use SITA approved firewalls and network connectivity for access from the Service. All requests to add connections to the internet including hardware and other network devices must have the prior written approval of SITA.

4.9.3 SITA provides the set of APIs, but SITA is not responsible for the content of said messages (including payload and/or attachments) and/or Customer-deployed infrastructure used by the Service.

4.11 **Monitoring**

SITA reserves the right to monitor the Service to identify any accidental or malicious abuse of the Service including flooding, unlawful use of data, introduction of malware or viruses, reverse engineering the Service for any purpose, and other disruptive and illegal practices.

4.12 **Unauthorised Resupply.**

The Service cannot be used for, or re-supplied to, other parties unless explicitly agreed by SITA. Customer agrees that it shall not in any circumstances use the Service for, or re-supply the Service to, United States "black-listed" parties, being US "SDGTs" – Specially Designated Global Terrorists. The Customer acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs will result in termination of the Service immediately.

4.13 **Disclaimer**

4.13.1 IN ACCORDANCE WITH PARAGRAPH 3.1.2 (B), WHERE APPLICABLE, SITA WILL ONLY BE ABLE TO PROVIDE THE SERVICE TO THE CUSTOMER FOR THE BENEFIT OF AIRPORT AND AIRLINE USERS IF SUCH AIRPORT USERS AGREE TO AND COMPLY WITH SITA'S THEN-CURRENT TERMS AND CONDITIONS FOR THE CERTIFICATION SERVICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT, EXCEPT TO THE EXTENT NOT PERMITTED AT LAW, SITA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE IMPACT ON THE PERFORMANCE OF THE SERVICES IN RELATION TO ANY PARTICULAR AIRPORT USER WHERE A) SUCH AIRPORT USER REFUSES (IN WHOLE OR IN PART) TO ACCEPT SITA'S TERMS AND CONDITIONS FOR THE CERTIFICATION SERVICE; AND/OR B) AIRPORT USER'S CERTIFICATION SERVICE WITH SITA EXPIRES OR TERMINATES.

4.13.2 EXCEPT TO THE EXTENT NOT PERMITTED AT LAW, SITA SHALL NOT BE LIABLE FOR:

(A) ANY LOSS TO CUSTOMER THAT IS ATTRIBUTABLE IN ANY WAY TO STORAGE BY CUSTOMER OF RESTRICTED DATA; AND/OR

(B) ANY SERVICES FAILURES, DELAYS OR LOSS TO CUSTOMER CAUSED BY CUSTOMER'S FAILURE TO PERFORM OR COMPLY WITH (AS APPLICABLE) THE SERVICE DEPENDENCIES SET OUT IN PARAGRAPH 3, SERVICE DEPENDENCIES OF THIS SCHEDULE; AND/OR CUSTOMER OBLIGATIONS WITHIN THE SERVICE CONDITIONS SET OUT IN PARAGRAPH 4, SERVICE CONDITIONS OF THIS SCHEDULE.

4.13.3 SITA WILL ONLY BE ABLE TO PROVIDE THE SERVICE TO THE CUSTOMER IF AIRPORT USERS PERMIT CUSTOMER TO USE AIRLINE USER PERSONAL DATA, AND CUSTOMER SHALL BE RESPONSIBLE FOR CONCLUDING SUCH WRITTEN INSTRUCTIONS DIRECTLY WITH EACH RELEVANT AIRPORT USER. CUSTOMER ACKNOWLEDGES AND AGREES THAT, EXCEPT TO THE EXTENT NOT PERMITTED AT LAW, SITA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE IMPACT ON THE PERFORMANCE OF THE SERVICES WHERE i) AN AIRPORT USER REFUSES (IN WHOLE OR IN PART) TO PROVIDE AIRLINE USER PERSONAL DATA TO CUSTOMER; AND ii) AN AIRPORT USER'S CONTRACT WITH SITA EXPIRES OR TERMINATES.

End of Schedule

2. Service Schedule for SITA Information Display System

1 Definitions

The following words have these meanings in this Schedule:

FIDS means Flight Information Display System

LAN means local area network.

LED means Light emitting diode**.**

Managed Services Model has the meaning given to it in paragraph 0 of this Schedule.

Re-Sale Model has the meaning given to it in paragraph 0 of this Schedule.

Service means the service described in paragraph 2 of this Schedule.

signageOS is a supplier to SITA and is signageOS s.r.o, a company incorporated in the Czech Republic, with its registered office at Jeseniova 2769/208, Zizkov, 130 00 Prague 3, Czech Republic.

Specification means the current version of SITA's detailed description for the Service.

VPN means virtual private network.

2 Service Description

2.1 Service Overview

2.1.1 SITA Information Display System is a module (reference number 2034) within SITA Passenger Information product (reference number 32797). It is an airport information display system distributing information in multiple formats to multiple display devices at airport and remotely (for example, on the airport's web-site, etc.).

2.1.2 The Service is primarily a System at the airport, but will also allow Customer to do the following:

(a) display real-time flight information on the airport's web site with the use of an API;

(b) deliver signage and operational information at check-in desks, boarding gates and baggage carousels at the airport; and

(c) distribute government, tourist, promotional and advertising information at the airport.

2.1.3 The Service consists of standard features set out in paragraph 2.2 of this Schedule and optional features set out in paragraph 2.3 of this Schedule. An optional feature is included in the Service if it is specified for that purpose in the Pricing Schedule.

2.1.4 A detailed description of the Service is contained in the Specification, a copy of which is available on request. An additional non-binding description of the Service (for information only, and subject to change by notice from SITA) is contained in the User Guide that is delivered with the software.

2.1.5 Please refer to the previous proposal submission that provides a more detailed view of the SITA Information Display System functionalities and limitations.

2.2 Standard Features

2.2.1 The Service includes the following core modules and capabilities:

(a) Information Display

This is a core web-based application, allowing Customer to manage and display flight schedules to keep passengers informed of their flights' status, as well as to provide information for operations personnel, if required. The application is accessed and administered through a modern browser.

(b) Information Display-Announce

This module allows Customer to assign emergency messages from the System. Visual messages reserved for emergency purposes (such as weather or security alerts) can remain dormant until the airport information display system is placed in emergency mode and can be scheduled by airport zone (all zones or selected zones)

(c) Information Display Media Manager

This module utilizes templates that have been created for the purpose of advertising and can enable Customer to embed digital media into information display screens for the purpose of promoting local attractions via public service announcement or notifying passengers of airport services via internal promotions.

2.2.2 The Service supports multiple languages in different character sets, fonts, sizes and colours. Multimedia, full motion video and sound are also supported.

2.2.3 The Service includes 24 hours remote Service support by SITA via a VPN connection.

2.3 Optional Features

2.3.1 Information Display Device management and monitoring

This module uses the signageOS platform (under license) to ensure display endpoints are manageable regardless of device type, state, or location. This platform is available as software-as-a-service only. It includes a remote cloud management platform for digital signage management, monitoring, reporting, and automation. The offering contains standardized REST API to achieve uniformed network management for digital signage platforms like Tizen, WebOS, BrightSign, Android, and others. The signage OS EULA applies to this module, available here: https://www.signageos.io/legal/signageOS_EULA_version_2.0.pdf

2.3.2 Provision of Equipment

(a) If Customer requires SITA to provide the Equipment necessary to operate the Service, then the Equipment shall be of the types, number and specification set out in the Pricing Schedule. SITA provides the Equipment either for use by Customer during the Service Period only ('**Managed Services Model')** or on the basis of re-sale ('**Re-Sale Model'**). The applicable model shall be selected in the Pricing Schedule.

(b) Customer shall be responsible for the safe and responsible recycling or disposal of the Equipment, complying with the environmental requirements of the Sites, unless the 'Equipment Disposal Service' optional feature is included in the Service.

(c) In relation to the Re-Sale Model, SITA shall retain title to such Equipment until SITA has received in full and cleared funds all Charges for the Service (including any Termination Charges) due to SITA following expiry or termination of the Service in respect of such Equipment.

2.3.3 **'Equipment Disposal Service'**

SITA will arrange for the safe and responsible recycling / disposal of the Equipment, complying with the environmental requirements of the Sites.

2.4 Exclusions

2.4.1 The following are excluded from the Service:

(a) Any terminal IT infrastructure equipment other than listed in the Pricing Schedule;

(b) Communication cost for network usage; and

(c) Any modifications to Airport Users' applications.

3 Service Dependencies

3.1 In order to enable implementation and/or use of this Service, Customer shall (at its own cost and expense):

3.1.1 provide LAN and WAN connectivity as specified below;

3.1.2 maintain in good working order and upgrade the equipment owned by Customer that is used in conjunction with the Service to the specifications made available to Customer by SITA;

3.1.3 adapt its use of the Service to accommodate Upgrades;

3.1.4 implement recommendations made by SITA based on best practice for the Service in response to Customer's request(s) for support and in any release notes for each Upgrade;

3.1.5 provide to SITA, and keep current, complete information about the Customer's infrastructure on which the Service is to be provided;

3.1.6 For cloud option deployment, provide, set up and maintain:

3.1.6.1 the hardware and software environment required to access the Service remotely, as advised by SITA, to include:

(i) PC/tablet with access to a modern browser;

(ii) internet connection at the minimum bandwidth of 2 Mbit; and

(iii) secure VPN connectivity.

3.1.7 For Customer site deployment with Customer equipment, provide, set up and maintain:

3.1.7.1 the hardware and software environment required to deploy the Service at the Airport(s), as advised by SITA, to include:

(i) Approved Customer Equipment (including servers and firewall);

(ii) racks, UPS, air conditioned server room; and

(iii) necessary MS system software components and licenses (MS Windows Server, MS SQL Server).

3.1.7.2 appropriate backup and recovery mechanisms and processes for the production SQL DB and any other Customer data;

3.1.7.3 ensure up-to-date anti-virus software is installed on all Customer-provided equipment; and

3.1.7.4 secure remote VPN access to the servers on which SITA can install, configure and monitor the Application (including but not limited to development, test and production servers).

3.1.8 For cloud option deployment, provide, set up and maintain: For Customer site deployment with SITA Equipment, provide, set up and maintain:

3.1.8.1 racks, UPS, air conditioned server room;

3.1.8.2 appropriate backup and recovery mechanisms and processes for the production SQL DB and any other Customer data; and

3.1.8.3 Internet connection at the minimum bandwidth of 2 Mbit.

4 Service Conditions

4.1 Service Period

4.1.1 The Service Period of the Service begins on the date the first system or element of the Service is accepted by Customer, in accordance with paragraph 4.3.1, and continues for an initial period of 36 months.

4.2 General Customer Obligations

4.2.1 Customer shall:

(a) source all data, including obtaining any permissions for using third party data;

(b) demonstrate to SITA that Customer operates an organizational change management

program that contains (as a minimum) a communications plan, a training plan and a schedule of organizational events, to enable adoption of the Service within the Customer's organization within the Implementation Plan timescales. Customer shall operate such organizational change management program throughout implementation of the Service; and

(c) permanently delete all copies of software, that was made available by SITA, on any Customer equipment immediately upon the termination or expiration of the Service Period. Customer shall fully cooperate with SITA in connection with the permanent deletion of such software.

4.3 **Acceptance of Service Systems or Elements**

4.3.1 Each such system or element will be deemed accepted by Customer, and SITA will be entitled to commence charging for such system or element, upon occurrence of one (or both) of the following:

(a) SITA has satisfied itself that:

(i) The Service is accessible to Customer from its premises;

(ii) any interfaces to be delivered to Customer as part of the Service are operational;

(iii) any implementation activities to be carried out by SITA in accordance with this Service Agreement have been carried out;

(iv) any training to be provided to Customer Users in accordance with this Service Agreement has been provided; and/or

(v) Customer has started using the Service for the purposes of its operations.

4.4 **Additional Charges**

The Charges for integration services have been assessed on the basis of a standard Application Interface. In the event the Customer requires more complex Application Interfaces and the time required to perform the integration services exceeds the basis on which the Charges have been calculated, SITA shall charge the Customer for any additional work on a Time and Material basis at SITA's then current rates, provided that any such additional work is not attributable to any fault on SITA's part.

4.5 **Inputted Data**

SITA takes no responsibility for any data inputted into the Service, or for any reports or data generated by the Service dependent on Customer (or its agent's) inputted data. Accuracy of reports is fully dependent upon data input. SITA does not supply data input as part of this Service. SITA excludes all liability for any data errors caused by the Customer (or its agent's) inputting of data.

4.6 **Service security in Customer environment**

SITA takes no responsibility for the security of the Service in the Customer's computing environment. The Customer shall be responsible for all network security and local security (eg. firewalls, virus and malware protection, user access, passwords, administration, network monitoring, physical security and so on). SITA excludes all liability for any security breach relating to Service users, data input or the local computing environment.

4.7 **Language**

Unless otherwise agreed by the Parties in writing, the Service, documentation and all communication (written and verbal) about the Service shall be in the English language. This includes, but is not limited to, any deliverables, training, reports, on-line help and custom fields.

4.8 **Modifications**

4.8.1 SITA may at its option on notice by e-mail (or other electronic means) to Customer: a) apply Upgrades; and/or b) modify, enhance or update the Service Documentation from time to time as reasonably required.

4.8.2 The Customer shall implement an Upgrade within three (3) months of the Upgrade notice if the Version of the Application the Customer uses is more than two (2) Versions, excluding Patch Releases, behind the latest Version in the Upgrade notice.

4.8.3 **Version** means any released version of the Application and includes, but is not limited to:

Major Release meaning a version of the Application identified by a change to the number to the left of the first decimal point in the Application versioning, for example, Application 1.3.2 to Application 2.0.0;

Minor Release meaning a version of the Application identified by a change to the number to the right of the first decimal point in the Application versioning, for example, Application 2.3.5 to Application 2.4.0;

Point Release meaning a version of the Application identified by a change to the number to the right of the second decimal point in the Application versioning, for example, Application 2.4.2 to 2.4.3; and

Patch Release meaning an individual patch or set of patches in a service pack.

4.9 **End-of-Life Policy**

The SITA Managed Services EOL Policy applies to the Service. This policy is available at the following link (where it is set forth in full and is available to save and print) and is incorporated into this Service Schedule by reference: https://www.sita.aero/globalassets/docs/other/eol/managed-service-eol-policy-120218.pdf

4.10 **Operational improvement and security**

SITA and the Customer agree that all data received by SITA from (or on behalf of) Customer may be anonymized and aggregated by SITA for research and analytics for service improvement, operational efficiency and security. This provision is subject to all other parts of the Agreement, and SITA shall at all times comply with its obligations under the Agreement and under all applicable laws and follow best practices for research.

4.11 **Unauthorised Use and Re-supply**

The Service cannot be used for, or re-supplied to, other parties unless explicitly agreed by SITA. Customer agrees that it shall not in any circumstances use the Service for, or re-supply the Service to, United States "black-listed" parties, being US "SDGTs" – Specially Designated Global Terrorists. The Customer acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs may result in termination of the Service immediately.

4.12 **Disclaimer**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW:

4.12.1 IN NO CIRCUMSTANCES MAY SITA BE HELD LIABLE FOR THE CONSEQUENCES OF ERRORS, LOST MESSAGES OR FAULTY TRANSMISSIONS; AND

4.12.2 SITA SHALL NOT BE LIABLE FOR ANY SERVICE FAILURES, DELAYS, OR LOSS TO CUSTOMER CAUSED BY CUSTOMER'S FAILURE TO PERFORM AND/OR COMPLY WITH (AS APPLICABLE) THE SERVICE DEPENDENCIES LISTED IN PARAGRAPH 3 (SERVICE DEPENDENCIES) OF THIS SCHEDULE AND/OR THE OBLIGATIONS OF CUSTOMER WITHIN THE SERVICE CONDITIONS LISTED IN THIS PARAGRAPH 4 (SERVICE CONDITIONS) OF THIS SCHEDULE.

End of Schedule

3. Equipment Schedule

1 Equipment

- SITA Flex Hybrid and SITA Information Display Systems - Equipment and Quantities

Core and Network Hardware Components*

Item	Description	Online Qty	Spares Qty	Total
Read Write Domain Controller	HPE DL-20	1	0	1
Server Backup	Buffalo Drive Station Duo	1	0	1
Switches	Cisco Catalyst 9200	2	0	2
Firewalls	Cisco Firepower 1120 ASA	2	0	2
Proxy Device	Fortigate 60F	2	0	2
ISP Device	TBD Model	1	0	1

End User Workstations and Peripherals Hardware Components*

Item	Description	Online Qty	Spares Qty	Total	Warranty Years
CUPPS Workstation	HP EliteDesk 800 G5 SFF	9	1	10	3
Monitor	HP E190i 19”	9	1	10	3
Boarding Pass Printer (ATB)	Custom TK302 w/auto cutter	4	1	5	5
Baggage Tag Printer (BTP)	Custom TK202 w/roll holder	4	1	5	5
Document Control Printer (DCP)	Okidata ML320T	5	1	6	5
Boarding Gate Reader	Access BGR 135	4	1	5	5
Keyboard	Access AKB599 MSR/OCR Integrated Keyboard	9	1	10	5
Screens	49" LG Smart Display (49UH7F-H)	4	0	4	1
Screens	55" LG Smart Display (55UH7F-H)	4	0	4	1

*Exact make/models of devices deployed may vary slightly from what is specified in the table above – regardless of the exact make/model, all hardware will be new and of similar functionality as stated above. Hardware and software ownership will

transfer to the Customer upon Acceptance.

Note: SITA recommends two (2) spares for each type of equipment. However, a minimum of one (1) spare is included for equipment quantities under ten (1) except for SITA's core and network devices.

Core and Network Software Components

Item	Description	Online Qty	Spares Qty	Total
Server License	Windows Server 2016	1	0	1
Switch License	Cisco DNA Essentials, 3-year license	2	0	2
Switch SmartNet	SmartNet protection 5-years for each Switch	10	0	10
Firewall License	Security Context Licenses	2	0	2
Service Bandwidth	2 Mbps VPN Service Bandwidth	1	0	1
Proxy Device Software	Fortigate Forticare	10	0	1
Asset Management License	CMS Altiris	1	0	1
Antivirus License	Symantec Endpoint	1	0	1

End User Workstations and Peripherals Software Components

Item	Description	Online Qty	Spares Qty	Total
Operating System License	Windows 10 IoT Enterprise 2019	9	1	10
Client Access License	Windows Server CAL	9	0	9
Asset Management License	CMS Altiris	9	0	9
Antivirus License	Symantec Endpoint	9	0	9

Basis of Supply

- SITA supplies the Equipment to Customer on the basis of sale.

Each party may request additional work over and above the work stated in this Schedule, using the change request form, contained in Appendix 3 (**Change Request Form**), signed by appropriately authorized representatives of the parties.

– Change Request Form

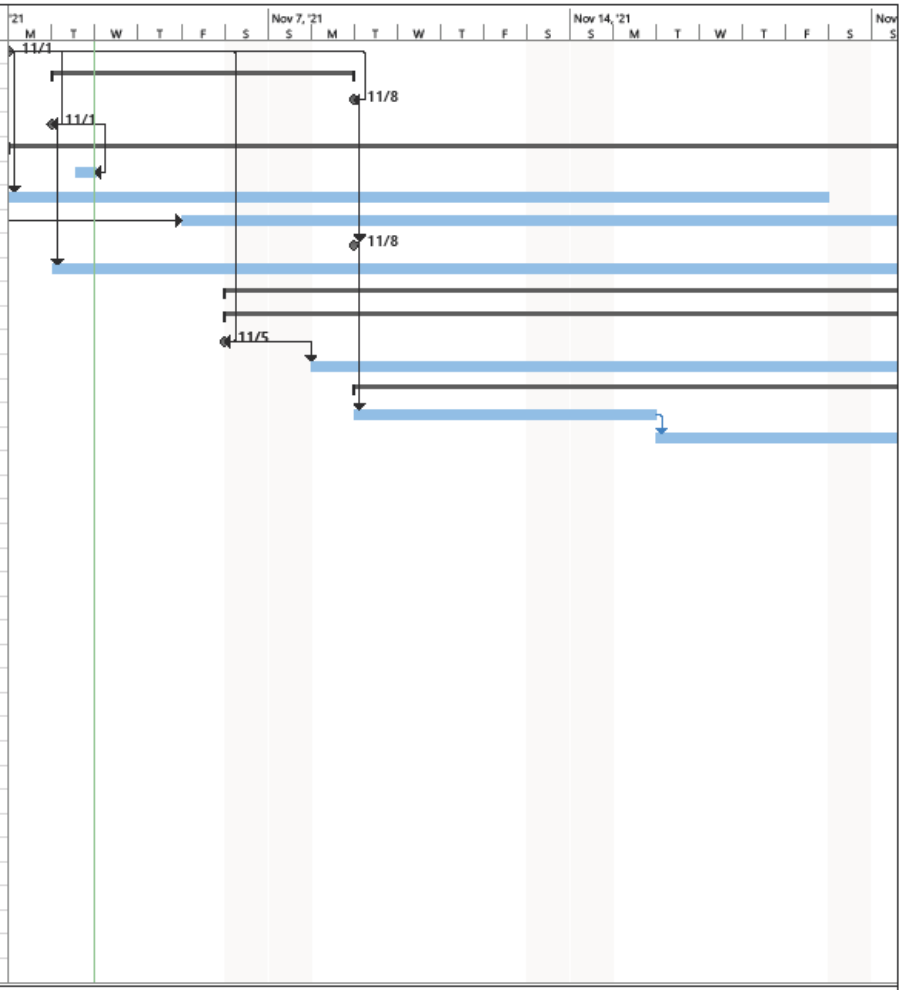
Change Request Form **Number: _____**	
SECTION A **Contract Details**	
Contract Name:	
Parties:	
Reference no:	
Effective date (if known):	
SECTION B **Details of proposed Change**	
Title of the proposed Change:	
Service(s) to which the proposed Change relates:	
Description of the proposed Change: [*Describe the proposed Change in detail with an explanation of its importance*] [*Attach supporting information if appropriate*]	
Clause(s) and/or schedule(s) of the Contract which will be modified (if any): [*if necessary, provide wording of any new / amended provisions*]	
SECTION C **Impact of proposed Change Request** **(for information, impact assessment and resource planning only)**	
☐ Cost ☐ Delivery date / timetable / other date ☐ Functionality ☐ Performance ☐ Resources ☐ Other system	☐ Documentation ☐ Training needs ☐ Third Party ☐ Other (please specify) _____

Description of impact(s): [*provide a detailed description of the selected impact(s)*]	
SECTION D **Cost**	
Cost implications of the proposed Change: [*Include details of whether the current cost (if any) is reduced or increased*]	
SECTION E **Approval of proposed Change**	
Approval	SITA and Customer confirm that they have each read the information contained in this Change Request Form, approve the proposed Change Request as set out above, and agree that the Contract shall be treated as having been amended accordingly: **<u>For and on behalf of SITA</u>** **Signed:** ……..…… (Authorised Signatory) **Name:** …… **Title:**…… **Date:** ...…… **<u>For and on behalf of Customer:</u>** **Signed:** …….. (Authorised Signatory) **Name:** …… **Title:**…… **Date:** ...……

End of Schedule

4. Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		NTP	0 days	Mon 11/1/21	Mon 11/1/21	
2		Initiating	5 days	Mon 11/1/21	Mon 11/8/21	
3		Kickoff Meeting	0 days	Mon 11/8/21	Mon 11/8/21	1FF+6 days
4		BOM Approval	0 days	Mon 11/1/21	Mon 11/1/21	1FF+1 day
5		Planning	19 days	Mon 11/1/21	Thu 11/25/21	
6		Procure Equipment	0.5 days	Tue 11/2/21	Tue 11/2/21	4FF+1 day
7		Network connectivity order	3 wks	Mon 11/1/21	Fri 11/19/21	1
8		Airlines Hosts Contacts and Configuration Request	3 wks	Fri 11/5/21	Thu 11/25/21	1SS+4 days
9		Submit Training Request	0 days	Mon 11/8/21	Mon 11/8/21	3
10		Request Asset Tags	3 wks	Tue 11/2/21	Mon 11/22/21	4
11		Execution	25 days	Fri 11/5/21	Fri 12/10/21	
12		Infrastructure	20 days	Fri 11/5/21	Fri 12/3/21	
13		Infrastructure Design& Approval	0 days	Fri 11/5/21	Fri 11/5/21	1FF+1 wk
14		Core room readiness	4 wks	Mon 11/8/21	Fri 12/3/21	13
15		Core Configuration	24 days	Tue 11/9/21	Fri 12/10/21	
16		Core Server Build	5 days	Tue 11/9/21	Mon 11/15/21	23
17		Core server and equipment shipped to GUC	10 days	Tue 11/16/21	Mon 11/29/21	16
18		Install& Configure Core Network Devices & External Services	5 days	Mon 12/6/21	Fri 12/10/21	17FS+4 days
19		Airline Connectivity Testing	1 day	Mon 12/6/21	Mon 12/6/21	18SS
20		Load& Pre-Test Airlines Terminal Emulators	1 day	Tue 12/7/21	Tue 12/7/21	19
21		Airline Application System Acceptance Testing (in Core Room)	1 day	Tue 12/7/21	Tue 12/7/21	20SS
22		Airline Training	3 days	Wed 12/8/21	Fri 12/10/21	21
23		Installation	12 days	Tue 11/30/21	Wed 12/15/21	
24		Position Implementation	1 day	Tue 11/30/21	Tue 11/30/21	
25		All Equipment on site	1 day	Tue 11/30/21	Tue 11/30/21	17
26		Counters	3 days	Mon 12/13/21	Wed 12/15/21	
27		Gate	2 days	Mon 12/13/21	Tue 12/14/21	22
28		Install Common Use Equipment	2 days	Mon 12/13/21	Tue 12/14/21	
29		Bag Claim	1 day	Wed 12/15/21	Wed 12/15/21	
30		Install Common Use equipment	1 day	Wed 12/15/21	Wed 12/15/21	28
31		APVe FIDS Installation	2 days	Wed 12/1/21	Thu 12/2/21	25
32		Go-Live	0 days	Wed 12/15/21	Wed 12/15/21	30
33		Closing	40.5 days	Wed 12/15/21	Thu 2/10/22	
34		Project Close Out & Handover to Operations	40.5 days	Wed 12/15/21	Thu 2/10/22	
35		Transition to OPS	0 days	Wed 12/15/21	Wed 12/15/21	32
36		Finalize permanent network	2 mons	Thu 12/16/21	Wed 2/9/22	30
37		Project Acceptance from ACH	0 days	Wed 2/9/22	Wed 2/9/22	36
38		Final Acceptance Meeting& Project Closeout	0.5 days	Thu 2/10/22	Thu 2/10/22	37
39		Project Closed - Acceptance Certificate Signed& Issued to SIT	0 days	Thu 2/10/22	Thu 2/10/22	38



Project: GUC CUPPS
Date: Wed 11/3/21

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

For the avoidance of doubt, the Agreement shall control, unless the provisions set forth in Section 4 of this SOW are more protective with respect to Customer than that contained in the Agreement.

5. Operations Support Model

SITA Global Services Overview

SITA's Global Services (SGS) provide a managed end-to-end service, leveraging a standard Airport Service Model built on the foundations of the ITIL framework. The Standard Airport Service Model was developed to support multiple products and solutions to provide a truly flexible global support capability. SITA's Global Services (SGS) state-of-the-art Command Center is located in Montreal, Canada. The center monitors servers, workstations, kiosks, applications and networks to maximize the availability of SITA's services and trigger alarms based on the customer-specific solution and offers global support twenty-four hours a day and 365 days a year. The high-level approach proposed is described in more detail in the following sections:

Support Responsibility Matrix

Activity	SITA Responsibility	Customer Responsibility
Remote Service Desk – Incident, Problem, Change Management	X	
On- Site Level 1 Hardware Maintenance – Break/Fix, Warranty & Logistics, Preventative Maintenance		X
Level 2 Remote Application Support	X	
Level 2 Remote Infrastructure Support	X	
Level 3 Remote Operations Support	X	
Service Delivery Management	X	

SITA Service Desk (SSD)

The SITA Service Desk (SSD) provides the first line of customer interaction. The SSD receives, manages and resolves service-related incidents after the initial troubleshooting has been performed by GUC team – investigating if this incident is related to Hardware issues.
From their central location, the Service Desk staff will receive the incident to be diagnosed, log all details in our IT Service Management tool, and then inform the relevant resolver group regarding responses to outages and incidents. With its integrated automation tools, the SSD provides efficiency in customer response to ensure that everything that can be done is done to meet agreed Service Levels.

The key roles and functions provided by the Service Desk are as follows:

- Provide a Single point of contact (SPOC) for our customers on a 24x7x365 basis
- Support of all Services deployed and contracted at that location.
- The SSD will take all details and raise an incident within our tool and categorize and assign a priority to the incident.
- Assign to the appropriate resolving team after performing initial triage
- Incident routing to Resolver Groups. When an incident is escalated to a Resolver Group, the IT Service Management toolset will place the incident within the relevant resolver groups and to contacts defined for escalation.
- Proactively monitor, review and follow up outstanding Incidents
- Provide required level of customer service

The SSD is the focal point for the adoption of consistent processes, procedures, and work instructions in the operation of services for our customers. It will manage or takes part on the following key processes in the service management model:

- Incident Management
- Major Incident Management
- Problem Management
- Change Management
- Release Management (distribution)
- Service Level Management

Level 1: On Site Break-fix Services

Level 1 On Site Break-fix services will be performed by the GUC airport personnel that would include the following:

- Attend the incident and perform initial diagnosis to determine if there is an application or hardware fault
- Work to repair the equipment
- If unable to repair the equipment, substitute the equipment with a Whole Unit spare.
- Test the repaired/replaced equipment and restore the service to the airline user's satisfaction.
- Escalate any unresolved incidents to SSD (SITA Service Desk). The SSD will then manage the incident to resolution
- Perform Preventative Maintenance on the equipment as recommended by SITA in accordance with Manufacturer guidelines and as agreed with the airline users schedules.
- Manage and maintain the warranty/RMA process, consumables and spares equipment for the service. All CUTE consumables are excluded (including paper and other technical consumables like print heads). SITA can recommend a vendor whereby the Airport can procure paper directly.
- SITA will provide necessary training for GUC airport staff to enable their local support of SITA provided equipment

Level 2: SITA Command Center (SCC) Operations Remote Support Services

SITA's Airport Operational remote staff are trained to the highest level to remotely support our Airport product. This remote team:

- Receives requests for Incident and Problem management support via SSD for incidents raised by GUC airport staff
- Provides 24/7 Operational support
- Provides triage support in diagnosing incident and determining resolution or supporting other resolver groups
- Manages Major Incident Management
- Manages Configuration and Change Management
- Manages Problem Management

The Airport Operations team will provide remote infrastructure and application support to GUC Airport. The key roles and functions provided by SITA Command Center (SCC) Airport Operations are as follows:

- Providing technical support to the GUC Field Services teams as necessary
- Perform Remote Monitoring if applicable and maintaining the configuration of servers, clients and peripherals
- Maintaining any SITA provided local LAN services such as SITA's External Services firewalls, switches and routers.
- Maintaining the user profiles configured on the SITA Flex infrastructure
- Maintaining SQL databases and other SITA Flex configuration files that are located on domain controllers or in active directory

- Managing the customer's file and directory services on the central Server infrastructure
- Applying critical operating system patches, SITA Flex platform updates and workstation images as recommended by SITA engineering
- Monitoring and Managing SITA Server Backup and restore
- Maintaining group policy, passwords and antivirus updates to ensure the security and integrity of the SITA Flex platform.
- Updating SITA certified airline applications as required upon proper application by the airline via SITA's established release and deployment process in conjunction with local change management processes

Level 3 Remote Operations Support

SITA's Level 3 Remote Operations Support are the highest skilled subject matter experts in SITA airports products and services and provide support Monday-Friday, 9AM-5PM EST.

The key roles and functions provided by SITA Level 3 are as follows:

- Receives requests for Incident and Problem management support via Level 2 Support teams;
- Performs root cause analysis to identify bugs or requirements for code change;
- Engages SITA's Development Team to fix bugs or apply code changes in next Service application release;
- Notifies SITA's Operational Release Management team of upcoming release availability;
- Performs recommendation and action planning to update obsolete resources and migration to new versions of software and/or platforms;
- Performs small developments: monitoring shell scripts, scheduled tasks, delete logs.
- Develops required code change and bug fixes;
- Performs certification and testing of new releases;
- Makes releases available to SITA's Airport Operations team for global release following beta certification;
- Notifies SITA's Airport Operations of availability of a new release;
- Develops functional and technical documentation associated with new developments, user manuals for the scheduled tasks and shell scripts.

Service Delivery Management

The SITA Customer Success Manager (CSM) is the customer's assigned point of contact who acts as the customer champion and ensures the success of Service Delivery Management. The CSM operates remotely and provides customers with remote 1-hour service review calls per month with a standard performance report and an annual virtual meeting based on mutually agreed schedules to discuss opportunities for improvement and service performance trends.
The Customer Success Manager also helps the client with the following: planning all operational changes, managing critical and unexpected changes in your business lifecycle, and assisting to evolve the SITA solution(s) to your changing business. Furthermore, the CSM during monthly remote service performance review meetings, will demonstrate SITA service quality and compliance with contractual commitments through service performance analysis based on SITA standard reporting approach.

6. Training

SITA will provide the following training courses to GUC onsite technicians.

Course Name	**SITA Flex Hybrid eLearning Series**
Course Code	APC100e
Delivery Mode	eLearning
Duration	1 hour
Course Prerequisite(s)	None
Required for	End Users
Course Description	This series contains two eLearning modules. The first module is prework eLearning courses and includes an overview of the SITA Flex Hybrid platform. The second module is designed to show how to perform basics task within the SITA Flex Hybrid system, including system access, system navigation, and troubleshooting common issues.
Course Objectives	By the end of this course, participants will be able to: • Describe the various peripheral devices used in SITA Flex Hybrid systems • Articulate the two-system concept • Log into and Logoff from SITA Flex Hybrid • Open or Exit an airline application • Open a second airline application • Switch between open airline applications • Troubleshoot common issues within SITA Flex Hybrid
Topics	Topics Include: • SITA Flex Hybrid and the two-system concept • Airport infrastructures • SITA Flex Hybrid Product Standards • Peripheral devices • Log into and Logoff from SITA Flex Hybrid • Open or Exit an airline application • Open a second airline application • Switch between open airline applications • Troubleshoot common issues within SITA Flex Hybrid

Course Name	**SITA Flex Hybrid CUTE Windows 10 for Maintenance Technicians**
Course Code	APC504
Delivery Mode	Instructor-Led
Duration	24.0 hours
Course Prerequisite(s)	Recommended pre-course APC100e
Required for	Field Engineer (Level 1)
Course Description	This Instructor-led live course is designed for Maintenance Technicians who are responsible for the daily operation of the SITA Flex Hybrid platform and peripheral devices. Emphasis is placed on troubleshooting, preventive maintenance, and repair/replacing components.
Course Objectives	By the end of the course students will be able to: • Image a workstation • Perform preventative maintenance procedures of the equipment. • Troubleshoot and repair the equipment and the associated peripherals
Topics	Topics Include: • SITA Flex Hybrid Overview • Introduction to common use • Install & configure SITA Flex components and devices • Troubleshoot and repair of devices • Restore Image a workstation • Perform preventative maintenance of devices

7. Project Charges and Payment Milestones

Milestones Schedule

Milestone	Percentage Billed (Total Contract Value)
CUTE System Acceptance	50%
Information Display System Acceptance	40%
Final System Acceptance (Permanent ISP Connection, Permanent WAN Equipment)	10%

Contract Responsibility Matrix

Item	SITA Responsibility	Customer Responsibility
Temporary ISP Service (in the case of the ISP circuit not arriving in time for the December 15th implementation deadline)		X
ISP Service (after ISP circuit delivery)	X	
Local Area Network (LAN), use and maintenance of access/closet switches		X
Layer 2 design in which all SITA Product Client VLANs are connected to the SITA ES Firewalls, on a separate and unique VLAN. (shared responsibility)	X	X
Two (2) 1 Gbps UTP copper cables (Cat 5e or better) from SITA's External Services Firewall devices to GUC's access layer network		X
Each SITA client (Flex positions) must have at least a 100 Mbps UTP Ethernet connection provided. Cat5e or better.		X
57.x.x.x IPv4 addressing	X	
Sufficient rack space in a secured core room		X
Provision of all paper and consumables during and post implementation		X
Training for GUC's provided Level 1 technicians, to take place during implementation	X	
Training facilities		X
Staging environment with access to internet, common use network and power		X
Garbage and recycling collection		X
Equipment receipt/acceptance and storage in a climate-controlled location		X
Millwork or millwork changes for CUTE equipment		X
Removal, decommissioning and recycling of any existing equipment		X
Termination points for WAN telco circuits		X
Virtual post-implementation consulting	X	
Repair and replacement of equipment post implementation		X

8. Pricing Schedule

1 Definitions

1.1 Capitalised terms used in this Schedule and not specifically defined in this Schedule, shall have the same meanings as may be ascribed to them in the General Terms or the relevant Service Schedule(s).

1.2 The following words have these meanings in this Schedule:

Cutover means, in respect of a Service, the operation by which such Service is made operational and available for use by Customer.

Minimum Monthly Charge means, the minimum monthly amount payable for a Service and/or a Service Option, where such is specified in this Schedule.

Service Option means, in respect of a Service, any Service option identified in the relevant Service Schedule or in this Schedule.

Transaction means, in respect of a Service, any type of query to the relevant SITA System made by, or on behalf of, Customer, being an instance of use of an individual record or field, or a set of records or fields, on such System.

2 One-Time Charges

2.1 SITA shall invoice, and Customer shall pay to SITA the one-time charges shown in the following table:

One- Time Charges	
Item	**Currency: USD**
SITA Flex and 3rd Party Software	$4,603.05
SITA Flex and IDS Hardware	$87,560.89
SITA Project Implementation services (includes all project management, procurement, configuration, testing and training; travel and expenses included) for SITA Flex and IDS Solutions	$81,477.90
Total of One Time Charges	**$173,641.84**

Total of One Time Charges will be billed based on customer acceptance of the milestone schedule detailed in Section 6.

3 Monthly Service Charges

3.1 SITA shall invoice and Customer shall pay to SITA the monthly service charges shown in the following table from the first day of the month following Acceptance of the Service(s).

Minimum Monthly Service Charges	
Item	**Currency: USD**
Monthly remote support services and licenses	$4,414.20
Total (after 36 months)	**$158,911.20**

4 Termination Charges

4.1 On termination of the Service(s) for any reason, other than where SITA is in default, SITA shall be entitled to charge for its damages and losses allowed under law, and the following:

4.1.1 The Charges up to the actual date of termination; and

4.1.2 All unpaid upfront investment costs of SITA for delivery and implementation of the Service(s) (including for delivery and installation of any Software and/or Equipment and any costs/savings amortised over the Service Period as part of SITA's financial modelling); and Any internal/external costs (including stranded costs) incurred as a result of termination i.e. any costs incurred by SITA which would not have been incurred had this Service Agreement continued in respect of the terminated Service(s) until its natural expiry; and any costs which SITA is unable to recover (having used all reasonable endeavours to do so) e.g. any charges and penalties imposed by subcontractors and suppliers of SITA, which SITA is unable to avoid using commercially reasonable efforts; and

4.1.3 Any de-installation and disposal charges.

5 Charge for Additional Training Requested by Customer

SITA shall invoice and Customer shall pay to SITA any charges for additional training (other than the training specified in this scope) requested in writing by Customer.

6 Certification Charges

6.1 SITA shall invoice and Customer shall pay to SITA any certification charges that are required by any new airlines using the CUTE system that do not have a certified CUTE application provided that SITA has provided Customer advance written notice of such fees.

End of Schedule

ANNEX A – DATA PROTECTION

This is Annex A to:

individual Service Agreement for SITA Flex Hybrid and SITA Information Display System

(the “Master Terms”).

DEFINITIONS

The following definitions apply in this Annex A:

"**Data Protection Legislation**"	means: **(i)** (a) for Personal Data relating to European Union or European Economic Area residents: the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulation(s) and secondary legislation (the **“GDPR”**); or (b) for Personal Data relating to United Kingdom of Great Britain and Northern Ireland residents, the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the **“UK GDPR”)** in each case as such law(s) may be replaced, supplemented, substituted or amended from time to time; (ii) the European Privacy and Electronic Communications Directive (Directive 2002/58/EC) or, on and from the date on which it becomes effective, the proposed Regulation on Privacy and Electronic Communications; and (iii) all other applicable laws and regulations regarding the processing of Personal Data, including but not limited to the CCPA 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018).
“Personal Data”	has the meaning provided in the Master Terms;
“Regulator”	means any regulatory, administrative, supervisory or governmental agency, body or authority (whether regional, national or supranational) to whose rules, regulations or guidance any Party (or any assets, resources or business of such Party) is, from time to time, subject or submits, or which otherwise relate to the Services;
"**Reportable Breach**"	means any unauthorised or unlawful processing, disclosure of, or access to, Personal Data provided by the Customer and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of such Personal Data which is likely to result in a risk to the rights and freedoms of any identified or identifiable individuals to whom the Personal Data relates;

"**SITA Personnel**"	means all or any of: (i) directors, officers, employees and/or agents of SITA or of any member of the SITA Group; (ii) the directors, officers, employees and/or agents of any of SITA (or SITA Group's) sub-contractors; and (iii) any other individuals engaged by or on behalf of SITA or any of its sub-contractors in the performance of any part of SITA's obligations under this Agreement;
"**Services**"	means the services, functions, processes and responsibilities described in the Service Agreement (together with any other services, functions, processes and responsibilities that are not expressly stated or referred to in the Service Agreement but which are required for the proper performance and provision of those services, functions, processes and responsibilities.

1. Data Protection

1.1. Terms and expressions used in this Annex A and not defined in this Service Agreement have the meanings assigned to them in Data Protection Legislation or the Master Terms.

1.2. Appendix 1 sets out the scope, subject matter, nature and purpose of processing by SITA, in performing its obligations under this Service Agreement, and the duration of that processing, the applicable types of Personal Data and categories of data subject.

1.3. To the extent it acts as a data processor in the provision of the Services, SITA will:

(a) process the Personal Data in accordance with the Customer's instructions and compliance with its obligations under the Data Protection Legislation;

Security & Compliance with Instructions

(b) having taken due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects, take and maintain the appropriate technical and organisational measures (as documented in Appendix 2) to ensure the security of the Personal Data and against the unauthorised or unlawful processing of, and accidental loss or destruction of, or damage to, such Personal Data (including using reasonable commercial endeavours to protect processing of Personal Data from malware infection or third party intervention);

(c) ensure that SITA Personnel who access the Personal Data are under an obligation to handle the Personal Data in accordance with the obligations regarding confidentiality of information in accordance with Clause 15 (Confidentiality);

(d) process the Personal Data only: (i) as reasonably necessary for the performance of SITA's obligations, and exercise of its rights, in accordance with this Service Agreement, which Customer agrees sets out Customer's complete, documented instructions regarding the processing of Personal Data; or (ii) as required by any Data Protection Law to which SITA is subject as SITA may notify to Customer (unless prohibited from doing so). Further, SITA shall notify Customer in case SITA is of the opinion that an instruction of Customer is not in compliance with Data Protection Legislation (in which case the Parties shall discuss the situation, and SITA shall not be required to follow the relevant instruction);

SITA co-operation

(e) provide to Customer, at Customer's cost, such information, co-operation and assistance as Customer may, from time to time, require to enable Customer to comply with its obligations under the Data Protection Legislation as a data controller in respect of any Personal Data, but only to the extent SITA is reasonably able to do so taking into account the nature of the processing of the Personal Data undertaken in providing the Services and the information SITA has in its possession and control;

(f) assist Customer, by appropriate technical and organisational measures, for the fulfilment of Customer's obligation to respond to requests for the exercise of data subject rights (including access requests) set out in the Data Protection Legislation, to the extent possible for SITA to do

so, taking into account the nature of the processing of the Personal Data undertaken in providing the Services and without requiring SITA to incur any additional costs in providing such measures;

(g) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (or, where applicable, the UK GDPR), and applicable Data Protection Legislation in the United States taking into account the nature of processing and the information available to SITA;

(h) notify Customer in writing, as soon as reasonably practicable, if it:

i. receives from a data subject a communication relating to, request for, or notice of, the exercise of that person's rights under, the Data Protection Legislation in relation to the Data; or

ii. receives any complaint, request, notice or communication which relates directly or indirectly to the processing of the Personal Data by SITA on behalf of Customer or to either Party's compliance with the Data Protection Legislation (save to the extent that such notification is prohibited by the relevant Data Protection Legislation),

and, in each case, provide a copy of any such request or notice and reasonable details of the circumstances giving rise to that request or notice to the extent known to the SITA;

Data breach & Deletion or Return of data

(i) notify Customer, without undue delay but no later than 48 hours upon becoming aware, of a Reportable Breach and provide, together with such notification, such details of the nature of Personal Data affected, the categories and estimated number of data subjects concerned and approximate volume of Personal Data records affected, to the extent known to SITA at such time;

(j) promptly, and at the option of Customer, return (if feasible) to Customer or delete or destroy all of the Personal Data and all materials containing any copies of the Personal Data held by SITA on behalf of Customer following the termination or expiry of this Service Agreement (or relevant part thereof), other than to the extent that its retention is required by Data Protection Law to which SITA is subject.

Sub-contracting & Cross-border transfers

1.4. Customer agrees SITA may disclose Personal Data to any third party to which SITA is permitted to sub-contract any element of the Services in accordance with clause 30.5 of the Master Terms (a Sub-processor) to the extent such disclosure is necessary for such third party's provision of that element of the Services and provided that:

(a) SITA will have a written agreement in place with that Sub-processor which imposes obligations on the Sub-processor no less onerous than those set out in this Annex A;

(b) SITA will remain liable for the performance of such obligations by such third party.

1.5. SITA shall inform Customer in writing of any intended changes through the addition or replacement of sub-processors at least 30 days in advance, thereby giving Customer sufficient time to be able to object to such changes prior to the engagement of the concerned Sub-processor(s). SITA shall provide Customer with the information necessary to enable Customer to exercise the right to object.

1.6. SITA will not transfer that Personal Data to a country or international organisation located outside the European Economic Area unless it ensures that it complies with the obligations set out in the GDPR (or, for transfers out of the UK, the UK GDPR) regarding the transfer of Personal Data to third countries or international organisations, such as through the use of standard contractual clauses adopted by the European Commission pursuant to Article 46 of the GDPR, provided the conditions for the use of those standard contractual clauses are met, in which case the standard contractual clauses, as set out at this link, apply to this Agreement, and the parties agree that the signing of this Agreement constitutes deemed signature and incorporation of those standard contractual clauses (and the appendices to same) as required: https://www.sita.aero/gdpr/scc/customers/module2.

1.7. **Customer's Obligations.** Customer will:

(a) ensure that Customer will comply with its obligations under applicable Data Protection Legislation in relation to its collection, processing and provision of Personal Data to SITA in connection with this Agreement, including that its processing of Personal Data using the

Services is lawful and is undertaken in accordance with the principles relating to the processing of Personal Data set out in Data Protection Legislation;

(b) ensure there is no prohibition or restriction in place which would prevent or restrict Customer from disclosing or transferring the Personal Data to SITA, or that would prevent or restrict SITA disclosing or transferring the Personal Data to the Sub-processors. The Customer shall notify SITA in a timely manner if it becomes aware of any such prohibition or restriction;

(c) not process any Personal Data using the Services, or permit SITA to process any Personal Data, in breach or contravention of any order issued to, or limitation of processing imposed on, Customer by any Regulator;

(d) provide SITA with such co-operation and information as SITA may reasonably request from time to time to permit SITA and/or any Sub-processor comply with its obligations under Data Protection Legislation; and

(e) not name SITA (or any Sub-processor) or otherwise refer to SITA (or any Sub-processor) in any communication to any Regulator or any data subject relating to any Reportable Breach or any other (alleged) breach of security leading to the accidental or unlawful processing without SITA's prior written approval of the content of such communication (other than such content that does not relate or impact on SITA or if such act is required or compelled by law or a legal proceeding).

Appendix 1 – PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. Processing by SITA: See description of Service in Service Agreement.

2. Scope & Nature: See description of Service in Service Agreement.

3. Purpose of processing: Communications and/or air transport services as per the Service description.

4. Duration of the processing: Until termination of Service Agreement and such reasonable time following such termination to allow for data deletion from systems.

5. Types of personal data: Passenger Personal Data to enable air transport – being:

    a. names, email addresses, dates of birth, genders, addresses, passport numbers; and

    b. customer staff data – being names, email addresses,

    in accordance with the requirements set out in Service description.

6. Categories of data subject: Passengers of the Customer and/or staff of the Customer.

Appendix 2 – DATA SECURITY

1. SITA takes and implements technical and organizational measures ("TOMs") to maintain the confidentiality, integrity, availability and resilience of processing systems and services as well as of the personal data held within. SITA may update or modify these measures from time to time provided such updates and modifications will not result in a degradation of the overall security of the Services during the term of the Agreement. SITA takes appropriate measures to guard against unlawful activities which pose a threat to the confidentiality, integrity and availability of SITA customers' data in respect of its provision of the service in accordance with:

   1.1. laws, regulations that are applicable to SITA;

   1.2. industry practices; and

   1.3. the applicable Service Levels for the relevant services.

2. SITA's security includes measures to:

   2.1. Guard against unauthorised access to SITA's systems and facilities.

   2.2. Ensure continuity and integrity of service; and

   2.3. protect confidentiality and integrity of the data of SITA's customers.

3. SITA employees undergo security and privacy training and awareness campaign to ensure they comply with ethical business conduct, and are able to identify security risks and adequately respond to these in the course of their activities.

4. SITA manages security incident response activities in order to minimize impact to SITA and SITA's customers, enable root cause and/or forensics analysis.

5. SITA conducts regular reviews of TOMs, to ensure security standards are maintained, and will notify Customer prior to any material change to the TOMs applicable to the Services, pursuant to the terms of the Service Agreement.

EXHIBIT C

Authorization to Proceed

between

SITA

and

County Commissioners of the County of Gunnison Colorado

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SIGNING PAGE **4**

PARTICULARS

Parties	SITA	Name	**SITA INFORMATION NETWORKING COMPUTING USA INC.**
		Address	3100 Cumberland Blvd. SE, Suite 900 Atlanta, GA 30339
		Address for notices	As above
		Copy to	SITA 26, Chemin de Joinville 1216 Cointrin – Geneva Switzerland
		Fax	+41 22 747 6166
		Attention	General Counsel
	Customer	Name	**COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO**
		Address	200 East Virginia Ave. Gunnison, CO 81230
		Address for Notices	As above
		Fax	
		Attention	

Recitals	A	Customer wishes to enter into negotiations and sign an agreement or a series of agreements with SITA for SITA Information Display System and SITA Flex Hybrid (**Service(s)**), as detailed in the SITA proposal dated September 30, 2021 (**Agreement(s)**);
	B	Prior to the execution of the Agreement, Customer requires SITA to carry out certain activities in order to meet the implementation dates specified in the SITA proposal to Customer dated October 2021 (**Proposal**);
	C	Therefore, the parties have decided to enter into this Authorization to Proceed detailing the equipment and/or services to be ordered and the activities to be carried out by SITA prior to the execution of the Agreement (**ATP**).
Effective Date	November 1, 2021	
Governing Law	New York, United States of America	

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TERMS AND CONDITIONS

1. Object

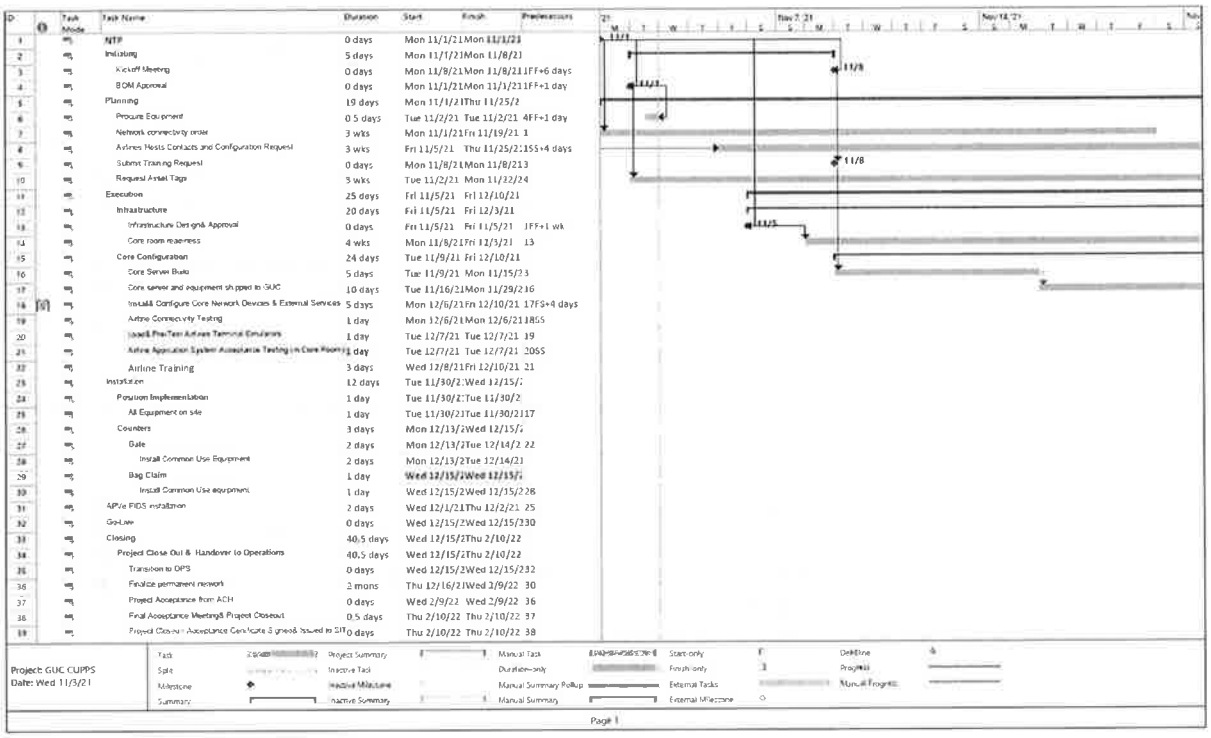
1.1. The parties agree to negotiate in good faith and to conclude the Agreement(s).

2. Term

2.1. This ATP shall commence on the Effective Date, specified in the Particulars, and shall govern the relationship between the parties until the conclusion of the Agreement(s), or forty-five (45) days from the Effective Date, whichever is the sooner.

3. Ordering Services

3.1. During the term of this ATP, the parties agree to carry out the activities (if any) specified below:



3.2. The parties agree that Supplier shall not carry out any activity under this ATP other than the activities referred to in clause **Error! Reference source not found.** above.

3.3. In the event that, for any reason, the parties do not sign the Agreement(s), at the expiry of the term of this ATP (as per clause 2.1 above), SITA will cease all activities to be carried out hereunder and Customer agrees to pay all costs, expenses and charges of SITA (including any third party cancellation charges) in relation to the services and the carrying out of the activities pursuant to this ATP, subject to a maximum of $35,892.54 for thirty-six (36) months of ISP support plus the one time disconnection fee of $1,862.00.

3.4. All such costs, expenses and charges shall be payable by Customer within 30 days from the date of the SITA invoice.

3.5. Such costs, expenses and charges do not include any country, state, departmental, city, local or other taxes however designated. Customer shall be responsible for any such taxes paid or payable by SITA, irrespective of the country in which, or the authority to which such taxes are paid or payable.

3.6. Any equipment ordered by SITA under this ATP shall remain SITA's property and shall be returned to SITA in the event that the Agreement(s) is(are) not signed by the parties and in order to allow SITA to remove such equipment, Customer agrees to provide access to the sites where such equipment is located on reasonable notice and at the SITA's costs.

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3.7. SITA warrants that it shall use reasonable care and skill in the provision of services during the term of this ATP.

3.8. Neither party shall be liable to the other for any indirect, special, incidental or consequential loss or damage, or for any loss of revenue, profit or goodwill, whether arising under contract, tort (including negligence), under statute or any other law.

3.9. SITA's aggregate liability arising under or connection with this ATP for all claims whether arising under contract, tort (including negligence), under statute or any other law will not exceed the amounts paid by Customer under this ATP as maybe stated in clause **Error! Reference source not found.** above.

3.10. Nothing in this ATP shall be interpreted as excluding or limiting either party's liability in case of death or personal injury or for fraudulent misrepresentation.

4. General

4.1. This ATP and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by the law in force in the place specified in the Particulars.

4.2. Any notices or consents given by a party in connection with this ATP must be made in writing and sent by courier to the other party's address for notices specified in this ATP or by pre-paid ordinary post (or airmail if appropriate).

4.3. If the whole or any part of a provision of this ATP is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction, except if such severance alters the basic nature of this ATP or is contrary to public policy.

4.4. This ATP may be executed in counterparts. All counterparts, when taken together, will constitute one instrument.

4.5. The binding language of this ATP is English.

SIGNING PAGE

Signed for and behalf of **SITA**
by its duly authorized representative:

(Signature)
Name:
Title:
Date:

Signed for and behalf of **Customer**
by its duly authorized representative:

(Signature) 
Name: Matthew Birnie
Title: Gunnison County Manager
Date: 11-12-2021

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AMENDMENT NO. 1 TO AUTHORIZATION TO PROCEED

Amendment Reference Number:	**2-00166656**			
Parties	**SITA**		**CUSTOMER**	
	Name	**SITA INFORMATION NETWORKING COMPUTING USA INC. (SITA)**	Name	**COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO (Customer)**
	Address	3100 Cumberland Blvd. SE, Suite 900 Atlanta, GA 30339	Address	200 East Virginia Ave. Gunnison, CO 81230
	Copy to	SITA, 26 Chemin de Joinville, 1216 Cointrin Geneva, Switzerland	Copy to	As above
	Attention	General Counsel	Attention	
Recitals	A	SITA is in contract negotiations with Customer to provide Information Displays and Common Use Services.		
	B	The parties have signed an Authorization to Proceed (ATP) to carry out activities during contract negotiations.		
	C	The parties now wish to amend the ATP as set out in this Amendment.		

1. This Amendment amends the following Authorization to Proceed (ATP):

Title	Authorization to Proceed
Effective Date	November 1, 2021
SITA Ref	2-00166345
Customer Ref (if any)	

2. The Service Agreement is amended by:

2.1. Section 2 – Term of the ATP. Section 2.1 is deleted in its entirety and replaced with the following:

This ATP shall commence on the Effective Date, specified in the Particulars, and shall govern the relationship between the parties until the conclusion of the Agreement(s), or sixty (60) days from the Effective Date, whichever is the sooner.

2.2. Section 3.3 is deleted in its entirety and replaced with the following:

3.3. In the event that, for any reason, the parties do not sign the Agreement(s), at the expiry of the term of this ATP (December 30, 2021), SITA will cease all activities to be carried out hereunder and Customer agrees to pay the following charges from the Statement of Work:

- SITA Flex and 3rd Party Software charge of $4,603.05
- SITA Project Implementation Services of $81,477.90
- $35,892.54 for thirty-six (36) months of ISP support plus the one time disconnection fee of $1,862.00.

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3. This Amendment constitutes part of the Authorization to Proceed (ATP), and the definitions in the ATP apply to this Amendment. In the event of inconsistency between the terms of the ATP and those of this Amendment, this Amendment will prevail.

4. All terms and conditions of the ATP not modified by this Amendment remain unchanged.

5. The ATP, as modified by this Amendment constitutes the entire agreement between the parties with respect to the matters contemplated therein and supersedes all other representations of the parties, whether written or oral, except if fraudulently made.

SITA

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Signing Page

The parties may sign this Amendment by electronic signature. If a party decides to sign using an electronic signature they agree that the electronic signature applied to this Amendment is authentic, has the same force and effect as a hand written signature and is applied by the signatory with the intent to be bound by the terms and conditions of this Amendment.

Signed for and on behalf of SITA
by its duly authorised representative:

Signature: DocuSigned by: Harihar Subramanian 9821AE7A7D3542Z...

Name: Harihar Subramanian

Title: Finance Director

Date: 16-Dec-2021

Signed for and on behalf of Customer
by its duly authorised representative:

Signature: Marlene D. Crosby

Name: Marlene D. Crosby

Title: Deputy County Manager

Date: December 15, 2021

SITA

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Request for Subdivision Exemption for CB Fire Protection District and Spann Ranches

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Request for subdivision exemption for CBFPD and Spann Ranches to allow for annexation of parcel into town of CB

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/15/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/16/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 12/21/2021

Revised April 2015

Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

From: Cathie Pagano, Director of Community and Economic Development

To: BOCC

Date: December 14, 2021

Re: Spann and CB Fire Protection District Subdivision Exemption Plat

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The Crested Butte Fire Protection District and Spann Family Ranches have submitted an application request for a subdivision exemption request in compliance with Section 5-104: O. Application Form for Subdivision Exemptions of the Gunnison County *Land Use Resolution*. The subject parcel is adjacent to the Town of Crested Butte and the Slate River annexation parcels. The applicants request a subdivision exemption for 1.891 acres of a larger 7.84-acre parcel owned by Spann Family Ranches, Inc. The proposed exempt parcel is adjacent to Lot TP1, Slate River Subdivision in the Town of Crested Butte and is zoned "P" and which may be used for emergency services by right and publicly owned housing. The applicants propose the subdivision exemption, which will then allow them to annex the parcel into the Town of Crested Butte and cluster the exempt parcel with Lot TP1, Slate River Subdivision. The final clustered parcel will be utilized as the new central campus for the Crested Butte Fire Protection District headquarters building, search and rescue building, and employee housing building. The applicant has provided a copy of the pre-annexation agreement with the Town of Crested Butte.

County staff, District staff, and Town staff have discussed this application and process for a number of months. I recommend that the Board approve the subdivision exemption request and find that the request is an appropriate use of the subdivision exemption powers granted to the Board. Given that the District will annex the parcel into the Town of Crested Butte and it will be subject to their zoning standards and conditions it is an appropriate decision. Please feel free to contact me with any questions or concerns.

You may view the entirety of the application and attachments in Innoprise using LUC-21-00065 to view the project. Thank you.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into by and between the Town of Crested Butte, a home rule municipality ("Crested Butte" or "Town"); the Crested Butte Fire Protection District, a Colorado special district ("CBFPD"), and Crested Butte Search and Rescue, a Colorado nonprofit corporation ("CBSAR").

RECITALS

A. The Town and CBFPD are parties to a Lease Agreement dated April 15, 1982, and an amendment thereto dated July 5, 1986, under which the CBFPD has leased certain Town-owned property at 306 Maroon Avenue, Crested Butte, Colorado 81224, for a period of 99 years for the purposes of providing fire protection and emergency services to the Town and other areas within the CBFPD Fire District; and

B. The Town and CBFPD are also parties to a Lease dated December 5, 2017, under which CBFPD currently leases property from the Town for use as the CBFPD offices at 308 3rd Street, Crested Butte, Colorado 81224; and

C. The Town and CBSAR are parties to a year-to-year Lease since December, 2000 under which CBSAR currently leases property from the Town for use as the CBSAR offices at 800 Butte Avenue, Crested Butte, Colorado 81224; and

D. Crested Butte recently completed the annexation of approximately 14.1 acres of land to the Town, which include a parcel identified as "Town Parcel 1" (or parcel) that the annexor, Cypress Foothills, LP, has conveyed to the Town as part of the annexation; and

E. Town Parcel 1 is zoned "P" under which the Parcel may be used for emergency services by right and publicly owned housing with conditions; and

F. The deed of conveyance from Cypress Foothills to the Town also allows for Town Parcel 1 to be used for emergency services by right and used for publicly owned affordable housing with conditions; and

G. The Town and the CBFPD jointly hired, financed, and agreed with the outcome of a property appraisal of Town Parcel 1 by Chandler Consulting, Inc., where the Parcel's appraised value was $810,000 (A copy of the Parcel's appraisal is attached hereto as **Exhibit 1**); and

H. The Town is willing to convey Town Parcel 1 to CBFPD at no cost so long as the property is used as a fire station, with four (4) publicly owned deed restricted affordable housing units with a minimum of eight (8) bedrooms ("Affordable Housing"), and for other emergency services, where CBFPD enters into a long term lease with CBSAR for siting CBSAR's emergency services facilities on part of Town Parcel 1, and CBFPD and CBSAR agree to the other terms and conditions in this Agreement; and

I. CBFPD and CBSAR have evaluated Town Parcel 1 and determined the full buildout of the facilities would require approximately two (2) additional acres of land north of TP#1 to fulfill the desired buildout for the fire station and the Affordable Housing.

J. In January 2021, CBFPD informed the Town that CBFPD needs to annex approximately 2 acres of land adjacent to Town Parcel 1 that is not within the Town's boundaries in order build its new emergency service facilities and the Affordable Housing; and

K. The land CBFPD wants to annex to the Town consists of approximately 2 acres of a 7.84 acre parcel that is located on County Road 317 adjacent to the western boundary of the Crested Butte Cemetery, identified as Parcel No. 3177-350-3-306 in the Gunnison County real property records (the "Annexation Parcel"); and

L. Parcel No. 3177-350-3-306 is bisected by the Slate River and is currently owned by Spann Virgil & Lee Ranches, Inc. ("Spann") and is used for agricultural purposes; and

M. Spann has indicated to CBFPD that Spann is willing to sell the 2-acre Annexation Parcel to CBFPD, provided CBFPD gains voter approval to purchase the land, fund the construction of the facilities and Affordable Housing, and obtains the necessary land use approvals from Gunnison County to subdivide the 2 acres from the remainder of Parcel No. 3177-350-3-306.; and

O. CBFPD also intends to submit a Concept Annexation Request to the Town, pursuant to Section 15-1-50 of the Town Code, to obtain an informal response from the Town to the general elements of this proposed annexation; and,

P. CBFPD intends to issue bonds to purchase the Annexation Parcel and finance the construction of a new fire station and related facilities and Affordable Housing on Town Parcel 1 and the Annexation Parcel following an annexation of the adjacent parcel and development approval of such facilities by the Town; and

Q. Within 60 days of issuance of a certificate of occupancy for the newly constructed facilities on Town Parcel 1 and the Annexation Parcel, the existing leases between the Town and CBFPD and CBSAR will be terminated, and the title and control of leased properties will be returned to the Town fee and clear of all liens and encumbrances.

NOW THEREFORE, Crested Butte, CBFPD and CBSAR agree as follows:

1. Suitability Determination and RFP. CBFPD has secured an architect and design team, through a competitive Request for Proposals ("RFP") process, to assess and design the new facilities to be constructed on Town Parcel 1 and Annexation Parcel. CBFPD and CBSAR did involve the Town in the selection of the architect and design team pursuant to that RFP. CBSAR and CBFPD have completed their investigations of Town Parcel 1 in order to determine whether the Parcel is suitable for construction and development of a new emergency services facilities and publicly owned Affordable Housing.

2. County Subdivision Process. Upon voter approval of the construction bonds, CBFPD agrees to submit its land use application to Gunnison County to subdivide the Annexation Parcel from the remainder of Parcel No. 3177-350-3-306 and file a petition for annexation for this land with the Town.

3. Concept Annexation Process. CBFPD also agrees that it will submit its Concept Annexation Request consistent with the Plan shown in Exhibit 2 to the Town upon voter approval

of the construction bonds. The Town and CBFPD agree that the conditions of the annexation will include restrictive covenants on the Annexation Parcel that match the restrictions in the Town's Agreement with Cypress Foothills, Limited and the deed from Cypress Foothills that currently encumber Town Parcel 1. In addition, if CBFPD obtains land use approval from Gunnison County, then CBFPD will agree to construct the site consistent with Exhibit 2. The Town and CBFPD further agree that CBFPD will grant the Town easements for a utility corridor and recreation path/multi-use trail across the Annexation Parcel. The Town and CBFPD will enter into a separate Pre-Annexation Agreement that specifies the inclusion of these conditions and other terms prior to the time that CBFPD files its formal annexation petition pursuant to Town Code Section 15-1-60.

4. Town and County Approvals. CBSAR and CBFPD agree that development of Town Parcel 1 and the Annexation Parcel will require them to engage Crested Butte Town Council in the Annexation request and in the development review process with Crested Butte's Board of Zoning and Review ("BOZAR"), and other Town and County departments that will issue permits or approvals for the proposed new facilities. Nothing in this Agreement is a predetermination by Crested Butte that any of these permits and approvals can be issued. To the extent the Town has not already done so, Crested Butte will provide CBSAR and CBFPD with copies of existing reports and studies that might aid in the anticipated construction and development of emergency services facilities, and the Town is willing to meet and discuss issues regarding requirements and procedures to gain development approval of Town Parcel 1 and the Annexation Parcel for CBFPD Fire Station and facilities, Affordable Housing, and CBSAR's emergency service facilities.

5. Transfer of Title to Town Parcel 1 by Town. Crested Butte agrees to convey title of Town Parcel 1 to CBFPD at no cost for the construction and operation of emergency service facilities uses and Affordable Housing consisting of four (4) publicly owned deed restricted affordable housing units with a minimum of eight (8) bedrooms, as further set forth below:

5.1 Title Restrictions. The Town agrees to transfer title of Town Parcel 1 to CBFPD, subject to the deed restrictions for use of this Parcel in the Town's deed from Cypress Foothills, and other encumbrances of public record. A copy of the Town's Deed from Cypress Foothills is attached hereto as **Exhibit 3**.

5.2 CBSAR Long Term Lease. As part of the conveyance of Town Parcel 1 from the Town to CBFPD, CBFPD agrees that it will enter into a long-term lease with CBSAR with a term of 99 years. CBFPD and CBSAR agree to work together in good faith to execute a long-term lease for a portion of Town Parcel 1 to suit CBSAR's desired uses of a portion of Town Parcel 1.

5.3 Deed Restricted Affordable Housing.
As part of the conveyance of Town Parcel 1 from the Town to CBFPD, CBFPD agrees to construct the Affordable Housing in the first phase of the project. These units shall be primarily used for rental to CBFPD employees, volunteer members, or contractors as determined by CBFPD policy. Should there be insufficient interest for CBFPD use these units shall only be rented to residents of Gunnison County with a priority for local public sector employees.

5.4 Time of Conveyance. The Town and CBFPD agree that the transfer of title to Town Parcel 1 will not be conveyed until after CBFPD has obtained all BOZAR approvals and approvals from Gunnison County, as required by applicable law, and CBFPD has obtained voter

approval of the bonds CBFPD intends to issue to pay for costs to construct emergency services facilities on Town Parcel 1 and the Annexation Parcel.

6. Development Requirements, Site Design and Operations. The Town, CBFPD and CBSAR agree that the development of Town Parcel 1 and the Annexation Parcel will be subject to the following requirements:

6.1 Affordable Housing Units. Four (4) Affordable Housing units, with a minimum of eight (8) bedrooms, shall be constructed on the site in the first phase of construction and located along Pyramid Avenue, consistent with what is shown on Exhibit 2.

6.2 Access. The Town agrees to support primary vehicle access and egress from Pyramid Street and Gothic Road from Town Parcel 1 and the Annexation Parcel, consistent with what is shown on Exhibit 2. Final permit is contingent upon Gunnison County approval, as required by applicable law.

6.3 Zoning, Yard and Bulk. All zoning and other approvals from the Town will be consistent with the restrictions in the Town's deed from Cypress Foothills. The uses permitted in the Town's P-Zone and limited by the deed restrictions shall govern the allowed uses on Town Parcel 1 and the Annexation Parcel.

6.4 Shift Housing. Temporary housing for use by emergency service personnel of CBFPD and CBSAR while on shift will be permitted on the site.

6.5 Burn Building. No burning of Class A (ordinary combustible) materials will be permitted within buildings on the site. Concrete, non-charring buildings utilizing Class B (liquid fuel or gas) will be permitted subject to BOZAR approval. Non-toxic artificial smoke generators may be permitted upon review and approval by BOZAR. The parties agree that burn building will be constructed on Town Parcel 1, consistent with what is shown on Exhibit 2.

7. Existing Leases Between Town and CBSAR and CBFPD. After the development of Town Parcel 1 and the Annexation Parcel has been completed for use and occupancy by CBSAR and CBFPD, and the Town has issued of certificates of occupancy for buildings on the Town Parcel 1 and the Annexation Parcel, the Town's existing lease(s) with CBSAR and CBFPD, as identified below, shall be terminated within 60 days and the property burdened by the leases will revert to the Town free of encumbrances. CBFPD and CBSAR will remove all furniture, fixtures and equipment, however, no additional work, repairs or remediation will occur prior to reversion.

7.1 Town lease(s) with CBSAR: a) year to year lease for the old bus stop building formally used by Mountain Express, located on City property along Butte Avenue.

7.2 Town lease(s) with CBFPD: a) 99 Year Lease for 306 Maroon Avenue; b) 5 Year Lease for offices at 308 3rd Street

8. No appropriation. This Agreement does not create debt or fiscal obligations of the parties beyond the current fiscal year. Any financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, budgeted, or otherwise made

available, this Agreement may be terminated on the last day of the period for which funds were appropriated or monies made available for such purposes.

9. Compliance with Law. Each party shall abide by all laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the facilities that are the subject of this Agreement.

10. Termination. The Town or CBFPD or CBSAR may terminate this Agreement in the event that the bond issuance that CBFPD intends use to finance construction of the facilities on Town Parcel 1 is not approved by the voters within the CBFPD. CBFPD may terminate this Agreement in the event that it determines that Town Parcel 1 is not suitable for new emergency service facilities. Any party may terminate this Agreement if the conditions of Section 5.4 of this Agreement are not met on or before January 1, 2024.

11. Miscellaneous.

11.1 Further Assurances; Cooperative Arrangement. The Town, CBFPD and CBSAR shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement and any of the transactions contemplated herein fully and legally effective, binding, and enforceable as between them and as against third parties. The parties agree that as respects all transactions contemplated in this Agreement, they shall use best good faith efforts to work cooperatively together.

11.2 No Third-Party Beneficiary. This Agreement is intended only to benefit the parties hereto. There shall be no third-party beneficiaries to this Agreement.

11.3 No Waiver. The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed a waiver of such terms and conditions on any future occasion.

11.4 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Town, CBFPD, and CBSAR and their respective successors and permitted assigns.

11.5 No Assignment. No party may assign all or any portion of this Agreement without the prior written approval of the other parties. Any such attempted assignment without such prior approval shall be void *ab initio*.

11.6 Governing Law; Venue. This Agreement is executed pursuant to, and shall be construed under and governed exclusively by, the internal laws of the State of Colorado. Venue in any dispute that proceeds to litigation shall be the District Court for the State of Colorado located in Gunnison County, Colorado. That parties agree to mediate any dispute in good faith prior to initiating litigation. Such mediation shall commence within sixty (60) days of any party's request therefor. Any such mediation shall be administered under the auspices of the Judicial Arbiter Group of Denver, Colorado ("JAG"), unless JAG no longer exists, or the parties agree otherwise.

11.7 Amendments. This Agreement may not be modified, amended, surrendered, or changed, except by a written instrument executed by the parties.

11.8 Partial Invalidity. If any of the provisions in this Agreement shall be declared invalid by a final and non-appealable order, decree or judgment of any court of competent jurisdiction, then this Agreement shall be construed as if such provision(s) had not been inserted, unless such construction would materially destroy the benefit of the bargain of such agreement to the Town, CBFPD, and CBSAR.

11.9 Relationship of Parties. In the performance of this Agreement, there shall be no agency relationship between the parties. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed, or construed as making any party a partner or joint venturer with another party, or vice versa, or as creating any similar relationship between the parties.

11.10 Construction. None of the provisions of this Agreement shall be construed against or interpreted to the disadvantage of either party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provisions.

11.11 Notices. Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (ii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed:

If to the Town:
Town of Crested Butte
P.O. Box 39
507 Maroon Avenue
Crested Butte, CO 81224
Phone: (970) 349-5338
Facsimile: (970) 349-6626
Attn: Town Manager

with a copy to:
Town of Crested Butte
P.O. Box 39
507 Maroon Avenue
Crested Butte, CO 81224
Phone: (970) 349-5338
Facsimile: (970) 349-6626
Attn: Town Attorney

If to CBFPD:
Crested Butte Fire Protection District
P.O. Box 1009
Crested Butte, CO 81224
Phone: (970) 349-5333

Attn: Sean Caffrey

If to CBSAR:
Crested Butte Search and Rescue

P.O. Box 485
Crested Butte, CO 81224
Phone: (970) 641-8201

Attn: President _____

or to such other addresses as the Town, CBFPD or CBSAR may designate in the manner herein provided. Any such notice shall be deemed to have been given on the date of receipt if delivered personally, or the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received. The parties agree that on giving of any notice, it shall use its reasonable efforts to advise the other by telephone or e-mail that a notice has been sent hereunder. Such telephonic advice or e-mail shall not, however, be a condition to the effectiveness of notice hereunder.

11.12 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all genders; the singular shall include the plural and the plural shall include the singular. References to days, months and years are to calendar days, calendar months and calendar years, respectively, unless the context clearly otherwise requires. The word "include" and similar terms such as "included" and "including" shall be terms of enlargement or example and shall not imply any restriction or limitation unless the context clearly requires otherwise. The word "or" shall not indicate exclusivity and shall be interpreted to mean both "and" and "or" unless the context clearly requires otherwise. The table of contents and titles of articles or sections and paragraphs in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to articles, sections, paragraphs, clauses, exhibits, addenda or riders shall refer to the corresponding article, section, paragraph, clause, exhibit, addendum or rider attached to this Agreement, unless otherwise specified.

11.13 Incorporation. All exhibits, addenda and riders attached hereto, if any, are by reference hereby incorporated herein and made a part hereof.

11.14 Prevailing Party. In the event of any legal action arising from or related to the transactions contemplated under this Agreement, the prevailing party shall be entitled to recovery of all reasonable costs incurred, including, without limitation, staff time, court costs, reasonable attorneys' fees, and other related expenses.

11.15 Entire Agreement; Merger. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and the transactions contemplated herein, superseding all prior agreements or undertakings, oral or written, the same being merged herein.

11.16 Time of the Essence. Time is of the essence in this Agreement and the parties' performance of the obligations and transactions contemplated in this Agreement and the parties shall work diligently and in good faith to conclude the same as contemplated herein.

11.17 Survival. Any rights, remedies, covenants, conditions, representations, warranties, and agreements contained in this Agreement of an ongoing nature and/or which, by their nature and context, should reasonably be expected to survive the expiration or earlier termination of this Agreement, shall so survive such expiration or termination hereof. Any provisions that are expressly stated to survive the expiration or termination of this Agreement shall be enforced

accordingly.

11.18 Authority. The execution of this Agreement has been duly authorized, executed and delivered and constitutes the legal, valid, and binding obligation of the parties enforceable in accordance with the terms hereof.

11.19 No Conflict. Neither the consummation of the transactions contemplated by this Agreement to be performed by either party, nor the fulfillment of the terms and conditions of this Agreement, conflict with or will result in the breach of any of the terms or conditions of, or constitutes a default under, any agreement, indenture, instrument, undertaking, law, ordinance, regulation or other legal requirement to which either is a party or by which either or its assets is bound.

11.20 Counterparts; E-mail or Facsimile. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of enforcement of this Agreement and any terms and conditions contained herein, facsimile or e-mail reproductions shall be deemed to be original documents.

11.21 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war or terrorism, inability to obtain services, labor, or materials or reasonable substitutes therefor, civil commotions, fire or other casualty, public health pandemics, or other causes or events beyond the reasonable control of the party obligated to perform (other than denial or withholding of approval by a party having the right to deny or withhold approval under this Agreement) (individually and collectively, "Force Majeure") shall, notwithstanding anything to the contrary contained in this Agreement, excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by Force Majeure. For purposes hereto, a cause shall not be deemed beyond a party's control if it is within the reasonable control or expectation (or should have been expected) of such party's elected officials, directors, partners, officers, agents, employees, contractors, independent contractors, subcontractors, or representatives.

IN WITNESS WHEREOF, the Town, CBFPD and CBSAR, acting by and through their proper and duly authorized elected officials, directors, partners, officers, or other representatives, have each duly executed this Agreement as of the dates first written below.

CBFPD

Crested Butte Fire Protection District

By: _____

Name: John M. Dietrich

Date: 6-3-21

CRESTED BUTTE

Town of Crested Butte Colorado

By: _____

Name: James A. Schmidt

Date: 5·17·2021

CBSAR

Crested Butte Search and Rescue

By: _____

Name: RANDY FELIX

Date: 5/29/2021

Spann Subdivision Exemption Plat

Situated within the Southwest Quarter of Section 35, Township 13 South, Range 86 West of the 6th Principal Meridian

Gunnison County, Colorado

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That Virgil & Lee Spann Ranches Inc. a Colorado corporation, being the owner of the land described as follows:

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 37°45'31" EAST, 1151.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE EAST 825.19 FEET TO A POINT;
THENCE NORTH 01°20'33" EAST, 1074.25 FEET ALONG THE WEST LINE OF THE TOWN CEMETERY TO A POINT ON THE EAST RIGHT OF WAY OF AN EXISTING ROAD;
THENCE 149.42 FEET ALONG THE RIGHT OF WAY OF SAID ROAD ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 09°30'45", A RADIUS OF 900.0 FEET, AND A CHORD OF SOUTH 12°03'28" WEST, 149.25 FEET TO A POINT OF CURVE;
THENCE 522.35 FEET ALONG THE RIGHT OF WAY OF SAID ROAD ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 24°56'26", A RADIUS OF 1200.00 FEET AND A CHORD OF SOUTH 32°18'36" WEST, 518.24 FEET TO A POINT;
THENCE SOUTH 49°42'28" WEST, 482.46 FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE SOUTH 45°49'49" WEST, 195.18 FEET ALONG SAID RIGHT OF WAY TO A POINT;
THENCE SOUTH 39°08'38" WEST, 54.15 FEET ALONG SAID RIGHT OF WAY TO THE TRUE POINT OF BEGINNING;

LESS AND EXCEPT THOSE TRACTS OF LAND CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO IN SPECIAL WARRANTY DEED RECORDED APRIL 8, 1997 UNDER RECEPTION NO. 474863,
COUNTY OF GUNNISON,
STATE OF COLORADO.

Virgil & Lee Spann Ranches Inc. a Colorado corporation, under the name and style of SPANN SUBDIVISION EXEMPTION PLAT has laid out, platted and subdivided the same as shown on this plat, and by these present does hereby convey to the County of Gunnison, Colorado, the streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof, Virgil & Lee Spann Ranches Inc. a Colorado corporation, has caused its name to be hereunto subscribed this _____ day of _____, 2021.

Virgil & Lee Spann Ranches Inc.

By: _____

Title: _____

STATE OF COLORADO)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ as _____ of Virgil & Lee Spann Ranches Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

CBFD Parcel Description

A parcel of land, situated entirely within Parcel 22, as described in Civil Action No. 6647, recorded in Book 552 at Page 53 on July 10th, 1980 in the office of the Gunnison County Clerk and Recorder, also lying for reference in the Southwest Quarter of Section 35, Township 13 South, Range 86 West of the Sixth Principal Meridian, more particularly described as follows;

BEGINNING at the Northwest corner of the Slate River Subdivision, according to the plat thereof, recorded at Reception Number 669207 in the office of the Gunnison County Clerk and Recorder, also being a point on the Southeasterly Right of Way of County Road 317, being monumented by a 5/8" rebar and 1.25" Yellow Plastic Cap stamped LS 33647, from whence the Southwest corner of said Section 35, being monumented by a 3.25" GLO Brass Cap, properly marked and dated 1939 bears S37°45'31"W a distance of 1151.20' (Basis of Bearings for this description);

Thence N47°28'17"E along said County Road 317 Right of Way a distance of 221.90 feet;

Thence N90°00'00"E a distance of 469.12 feet to a point at the centerline of the Slate River;

Thence S01°20'33"W along the centerline of the Slate River a distance of 150.04 feet to a point on the North line of Open Space 1, Aperture Subdivision, according to the plat thereof, recorded at Reception Number 648057 in the office of the Gunnison County Clerk and Recorder;

Thence N90°00'00"W along the North line of said Open Space 1, and the North line of lots T6(a), T6, TP7, and TP1 of said Slate River Subdivision a distance of 629.13 feet to the POINT OF BEGINNING.

The above described Parcel contains 1.891 Acres (82,369 Square Feet), more or less.

Spann Parcel Description

A parcel of land, situated entirely within Parcel 22, as described in Civil Action No. 6647, recorded in Book 552 at Page 53 on July 10th, 1980 in the office of the Gunnison County Clerk and Recorder, also lying for reference in the Southwest Quarter of Section 35, Township 13 South, Range 86 West of the Sixth Principal Meridian, more particularly described as follows;

COMMENCING at the Northwest corner of the Slate River Subdivision, according to the plat thereof, recorded at Reception Number 669207 in the office of the Gunnison County Clerk and Recorder, also being a point on the Southeasterly Right of Way of County Road 317, being monumented by a 5/8" rebar and 1.25" Yellow Plastic Cap stamped LS 33647, from whence the Southwest corner of said Section 35, being monumented by a 3.25" GLO Brass Cap, properly marked and dated 1939 bears S37°45'31"W a distance of 1151.20' (Basis of Bearings for this description), Thence N47°28'17"E along the Southerly Right of Way of said County Road 317 a distance of 221.90 feet to the TRUE POINT OF BEGINNING, Thence continuing along said Right of Way the following 6 courses;

1. N47°28'17"E a distance of 370.78 feet;
2. N49°42'28"E a distance of of 138.21 feet;
3. N44°55'17"E a distance of 215.49 feet;
4. N38°55'12"E a distance of 128.45 feet;
5. N26°12'25"E a distance of 43.70 feet;
6. N81°59'09"E a distance of 49.82 feet to a point on the Eastern Boundary of the Town of Crested Butte Cemetery, recorded in Book 516 at Page 474 in the Gunnison County Clerk and Recorders Office;

Thence S01°20'33"E along the Eastern line of said Town of Crested Butte Cemetery parcel a distance of 788.74 feet to a point on the North line of Lot Space 1, Aperture Subdivision, according to the plat thereof, recorded at Reception Number 648057 in the office of the Gunnison County Clerk and Recorder;

Thence S90°00'00"W along the North line of Lot 1 and Open Space 1 of said Aperture River Subdivision, a distance of 196.06 feet to a point at the centerline of the Slate River;

Thence N01°20'33"E along the centerline of the Slate River a distance of 150.04 feet;

Thence N 90°00'00"W a distance of 469.12 feet to the POINT OF BEGINNING.

The above described Parcel contains 5.516 Acres (240,259 Square Feet), more or less.

ATTORNEY'S OPINION

I, John Chmil, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Virgil & Lee Spann Ranches, Inc. and is free and clear of all liens, defects, encumbrances, restrictions, and reservations except as follows:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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 date hereof.
6. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; or water rights, claims or title to water.
8. Right of Proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States patent recorded November 30, 1885, in Book 45 at page 305; and in Patent recorded April 15, 1886 in Book 45 at page 314.
9. Terms, conditions, provisions, and restrictions set forth in Order of Partition recorded June 28, 1978 in Book 516 at page 474; and in Amended Order of Partition recorded July 10, 1980 in Book 552 at page 63.
10. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Grant of Easement recorded April 8, 1997 under Reception No. 474866.
11. Terms, conditions, and provisions of Grant of Easement recorded June 17, 1997 under Reception No. 476238.
12. Easement granted to Gunnison County Electric Association, Inc., for utilities, and incidental purposes, by instrument recorded April 26, 2007, under Reception No. 574671.
13. Easement granted to Board of County Commissioners of the County of Gunnison, Colorado, for utilities, and incidental purposes, by instrument recorded April 26, 2007, under Reception No. 574672.
14. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Lease Agreement for use of utility easement recorded November 03, 2015 under Reception No. 636346 and 636347.
15. Right Of Way for County Road 317 as disclosed on the Gunnison County Assessor's map stored in Land Title Guarantee Company's system as image 32294840.
16. Any rights or interests of third parties which exist or are claimed to exist in and over the present and past bed, banks or waters of Slate River as disclosed on the Gunnison County G.I.S. map stored in Land Title Guarantee Company's system as image 32294840.
17. Any tax, lien or fee resulting from inclusion in North and South subdistricts of Gunnison County Metropolitan Recreation District as evidenced by instrument recorded December 07, 2021 under Reception No. 681553.
18. All matters disclosed on existing conditions map by SGM dated November 19, 2021, Job No. 2020-548.001, and stored in Land Title Guarantee Company's system as image 42103771.

Dated this _____ day of _____, 2021.

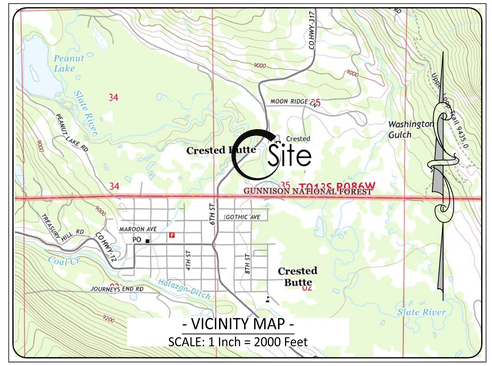
_____
John Chmil, Atty. Reg. # 48768
Attorney-at-Law

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of the subdivision exemption SPANN SUBDIVISION EXEMPTION PLAT is approved this _____ day of _____, 2021.

By: _____
Chairperson, Board of Gunnison County Commissioners

Attest: _____
Gunnison County Clerk and Recorder



- VICINITY MAP -
SCALE: 1 Inch = 2000 Feet

SURVEY NOTES:

Basis of Bearings: Bearings shown hereon are based on an assumed bearing of S37°45'31"W, between the Southwest corner of the CBFD Parcel, being monumented by a 5/8" rebar and a 1.25" Yellow Plastic Cap stamped LS 33647, and the Southwest corner of Section 35, Township 13 South, Range 86 West of the 6th Principal Meridian, being monumented by a 3.25" GLO Brass Cap on a 2" Iron Pipe, property marked and dated 1939, both corners being shown hereon.

1. This map has been prepared pursuant to client request for a Subdivision Exemption Plat.
2. Date of field survey : August 4th, 2021.
3. Units of linear measurements are displayed in US Survey Feet.

SURVEYOR'S CERTIFICATE:

Erik E. Bjornstad, being a registered land surveyor in the State of Colorado, do hereby certify that this plat and survey of SPANN SUBDIVISION EXEMPTION PLAT was made by me and under my supervision and that both are accurate to the best of my knowledge. Steel pins and/or brass cap monuments were set at all boundary corners.

Dated this XXth day of December, 2021

Erik E. Bjornstad
Colorado PLS # 38697
For, and on behalf of SGM

- PRELIMINARY - FOR REVIEW ONLY

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this _____ day of _____, 2021, Reception Number _____, Time _____, Date_____.

_____
Gunnison County Clerk and Recorder

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

Spann Subdivision Exemption Plat
Gunnison County, Colorado

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

2020-548.001
EB
12/14/2021
Approved: – PLS: EB
CBFD ExemptionPlat

Exemption Plat

1

2

L:\2020\2020-548-CBFDFireStation\001\Vr-Dwgs\Surv\Dwgs\BaseMaps\CBFD ExemptionPlat.dwg Plotted: 12/14/2021 12:36 PM By: Erik Bjornstad

Spann Subdivision Exemption Plat

Situated within the Southwest Quarter of Section 35,
Township 13 South, Range 86 West of the 6th Principal Meridian
Gunnison County, Colorado

- LEGEND -

- – Found PLSS Monument as Described
- – Found Monument as Described
- – Set Monument as Described
- Exception Parcel Lines
- Adjoining Lot Line
- Easement Line
- Guardrail
- – Asphalt paving

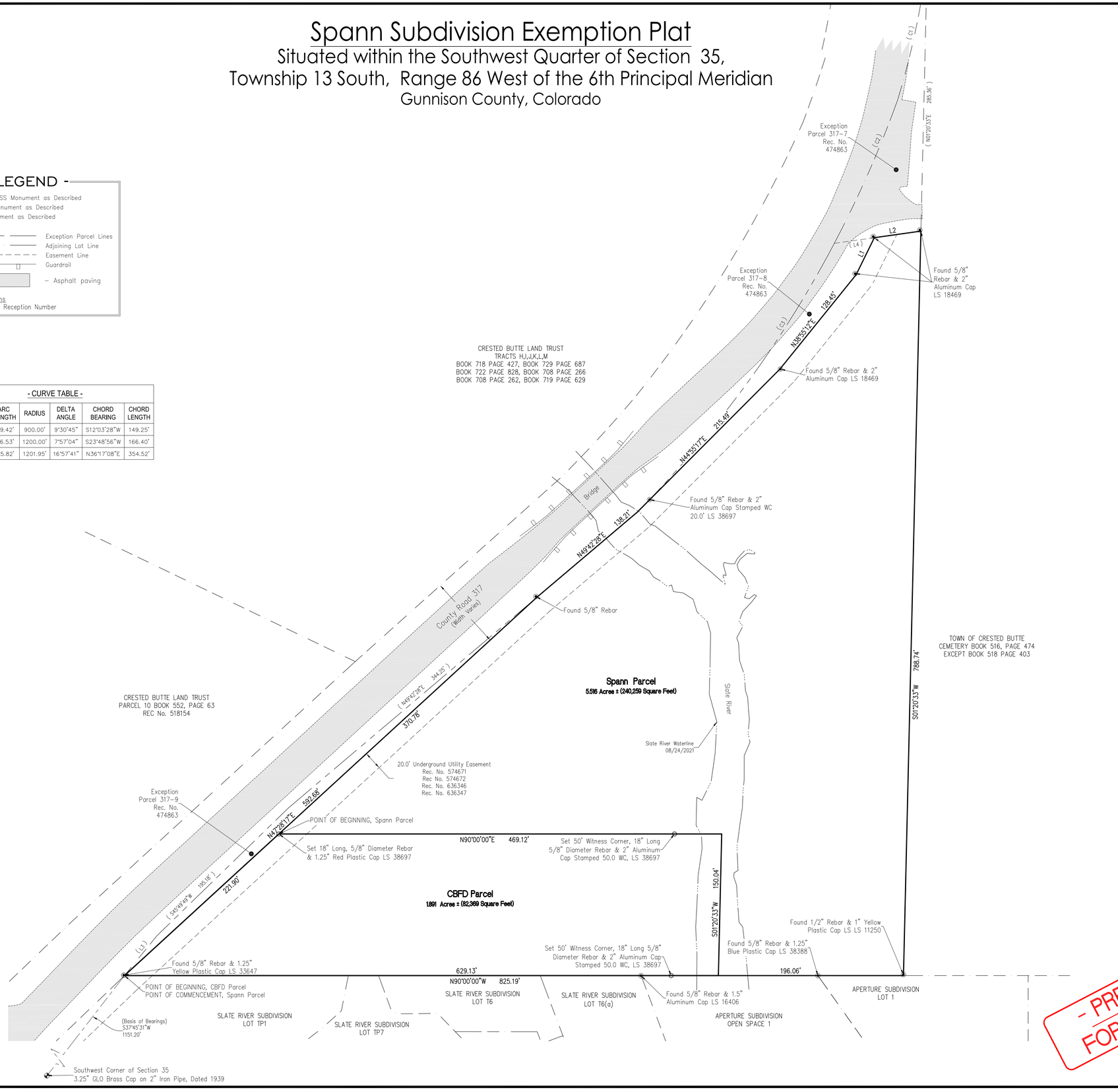
Abbreviations
Rec. No. = Reception Number

- LINE TABLE -

LINE #	BEARING	DISTANCE
L1	N26°12'25"E	43.70'
L2	N81°59'09"E	49.82'
L3	S39°08'38"W	54.15'
L4	S81°59'29"W	42.77'

- CURVE TABLE -

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	149.42'	900.00'	9°30'45"	S12°03'28"W	149.25'
C2	166.53'	1200.00'	7°57'04"	S23°48'56"W	166.40'
C3	355.82'	1201.95'	16°57'41"	N36°17'08"E	354.52'



- PRELIMINARY -
FOR REVIEW ONLY

Graphic Scale
0 25 50 100
In U.S. Feet : 1" = 50'

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

Spann Subdivision Exemption Plat
Gunnison County, Colorado

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

2020-548.001
EB
12/14/2021
Approved: – | PLS: EB
CBFD ExemptionPlat

Exemption Plat

2

E:\2020\2020-548-CBFD\FinalSubmittal\2021\Y-Dwgs\Surv\Dwgs\BaseMaps\CBFD ExemptionPlat.dwg Plotted: 12/14/2021 10:11 AM By: Erik Bjornstad

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Approving the Application Amending the

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Foxtrot Subdivision Covenant Amendment and Building Envelope Adjustment

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/7/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/14/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 12/21/2021

Revised April 2015

Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

From: Cathie Pagano, Director of Community and Economic Development

To: BOCC

Date: November 30, 2021

Re: Foxtrot Subdivision Covenant Amendment

Foxtrot ABL, LLC has submitted an application proposing an amendment to the protective covenants for the Foxtrot Subdivision and an amendment to the building envelope for Lot 1, Foxtrot Subdivision. The proposed covenant amendment allows for the development of one single-family residence up to 6,000 square feet in size on Lot 1 only. As you recall, Section 13-105: D.2. *Maximum Building Size and Maximum Aggregate of All Structures* of the Gunnison County *Land Use Resolution* (LUR) was amended this year and allows a maximum building size of 5,000 square feet and a maximum aggregate size of all structures of 7,000 square feet. While the proposed amendment does not comport with the specific requirements of the current LUR. The applicant's attorney stated that the property owners in Foxtrot Subdivision initiated the amendment within the subdivision in 2020, prior to any County consideration of an amendment to the LUR. The property owners spent time and resources working to get all parties to agree and approve the amendment. They propose that the Board approve the amendment but recognize that the amendment does not exempt the owners of Lot 1 from compliance with the LUR. Staff has determined that the Board may approve the covenant amendment with the specific condition that the Foxtrot Subdivision covenants and subsequent amendment shall not make the subdivision partially exempt and that any proposed structure on Lot 1 shall comply with the standards of Section 13-105: *Residential Building Sizes and Lot Coverages* at the time of permit application. The covenant approved by the Foxtrot homeowners' association is attached for your reference.

The proposed amendment also allows the property owners to obtain an additional well permit to allow for outside watering and no longer requires that they utilize xeriscaping nor that the landscaping and foliage on the lot be maintained in its natural condition. Additionally, one outdoor fireplace is proposed to be allowed.

The applicant also proposes an amendment to the building envelope. The proposed building envelope

amendment is attached for your review. The applicants' submitted a letter from their architect explaining that the envelope modification proposed to accommodate the change in the square footage maximums. The applicants propose to construct a 5,000 square foot single-family residence and a detached garage.

I have attached a draft resolution for your review. Please review the file and attachments in Innoprise at LUC-21-00063. Please feel free to contact me with any questions or concerns. Thanks.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2021 -

A RESOLUTION APPROVING THE APPLICATION AMENDING THE PROTECTIVE COVENANTS OF FOXTROT SUBDIVISION
LUC-21-00063
FOXTROT ABL, LLC

WHEREAS, Foxtrot ABL, LLC, proposes to amend the protective covenants of the Foxtrot Subdivision, as described in the attached in Exhibit A and amend the building envelope of Lot 1 as shown in the attached Exhibit B. Foxtrot Subdivision was approved by Gunnison County and the plat is recorded at Reception No. 641741 in the office of the Gunnison County Clerk and Recorder.

WHEREAS, the proposed covenant amendment allows for the development of one single-family residence up to 6,000 square feet in size on Lot 1 only.

WHEREAS, Section 13-105: D.2. *Maximum Building Size and Maximum Aggregate of All Structures* of the Gunnison County *Land Use Resolution* (LUR) was amended in 2021 and allows a maximum building size of 5,000 square feet and a maximum aggregate size of all structures of 7,000 square feet.

WHEREAS, although the proposed amendment does not comport with the specific requirements of the current LUR, the applicant has represented to Gunnison County's attorney that the property owners in Foxtrot Subdivision initiated the amendment within the subdivision in 2020, prior to any County consideration of an amendment to the LUR.

WHEREAS, the applicant has represented to Gunnison County that it has expended time and resources working to get all parties to agree and approve the amendment.

WHEREAS, the Applicant proposes that the Board approve the amendment but recognize that the amendment does not exempt the property owners of Lot 1 from compliance with the LUR.

NOW, THEREFORE, the Board hereby approves the covenant amendment and building envelope adjustment, with these findings and conditions:

1. The proposed amendment exceeds the maximum building size allowed in Section 13-105: D.2. *Maximum Building Size and Maximum Aggregate of All Structures* and Section 13-105: G. *Impact Classification and Required Findings For Coverage Exceeding Standard* of the Gunnison County *Land Use Resolution*.

2. The proposed building envelope adjustment complies with all setback requirements.

3. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado approves the Foxtrot Subdivision application, LUC-21-00063 with the following conditions:

1. All structures on Lot 1, Foxtrot Subdivision shall comply with the standards of Section 13-105: D.2. *Maximum Building Size and Maximum Aggregate of All Structures* and Section 13-105: G. *Impact Classification and Required Findings For Coverage Exceeding Standard* of the Gunnison County *Land Use Resolution*.

2. Approval of the subject covenant amendment shall not constitute approval of a structure(s) exceeding the sizes allowed in Section 13-105: D.2 or 13-105: G. of the LUR. Any structure exceeding the maximum size allowances shall be subject to the standards and process described in Section 13-105: *Residential Building Sizes and Lot Coverages*.

3. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

4. Amendment or termination of the protective covenants is subject to approval by Gunnison County.

5. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

6. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

7. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

8. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

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

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

BOARD OF COUNTY COMMISSIONERS

OF GUNNISON COUNTY, COLORADO

_____

Jonathan Houck, Chairperson

_____

Roland Mason, Commissioner

_____

Elizabeth Smith, Commissioner

ATTEST:

_____

Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2022 Emergency Management Performance Grant

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and State of Colorado DHSEM

Term Begins: January 1, 2022 **Term Ends:** **Grant Contract #:**

Summary:

Application for the 2022 Emergency Management Performance Grant (EMPG)

Fiscal Impact: Reduced funding for 2022. 50% match.

Submitted by: Scott Morrill **Submitter's Email Address:** smorrill@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/6/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:
I'm not spotting any legal issues. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/30/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/14/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/21/2021

Revised April 2015

COLORADO
Division of Homeland Security
& Emergency Management
Department of Public Safety

Field Services Unit
9195 E. Mineral Avenue, Suite 200
Centennial, CO 80112

July 26th, 2021

Dear Emergency Management Performance Grant Partners,

In February of 2021 the Homeland Security Advisory Committee (HSAC) adopted a new Emergency Management Performance Grant (EMPG) funding formula. The new formula will be implemented for the 2022 performance period that begins 01 January 2022. Along with the new formula, there were also three new eligibility requirements in order to receive funding in 2022. They are as follows:

- EMPG funding will be limited to all 64 Counties, the two Tribal Nations, and municipalities with a population of greater than 250,000 people and residing in more than one county.
- Emergency Management programs must consist of an Emergency Manager working a minimum of a 50% full time equivalent (FTE) in emergency management that is documented in a job description.
- EMPG applicants must have an adopted and State approved base Emergency Operations Plan (EOP) that meets Comprehensive Preparedness Guide 101 version 2.0 (2010).

In order to implement these changes for 2022, Field Services has begun the process of conducting a baseline assessment of emergency operations plans statewide utilizing the Colorado EOP Review Tool which was last updated in 2021. Field Managers will be assessing the plans against the 34 "critical" components. State approval of EOPs for EMPG eligibility is currently set at 90% or 31 of the 34 of the "critical" components of the base plan. Field Managers will be working with those jurisdictions below the 90% threshold in order to help develop a strategy towards eligibility. Field Managers will also be setting up meetings during the application period to review guidance and assist with developing work plans.

Finally in 2022 the Division of Homeland Security and Emergency Management will begin the process of transitioning the EMPG grant to the State's EMGrants Pro platform. This will begin with 20 jurisdictions (2 per service area) that volunteered to learn and test the final version before rolling the program out statewide in 2023. Field Services in conjunction with the Office of Grants Management will begin training statewide throughout the course of 2022.

2022 will be a big year in the next evolution of the State's EMPG program, and although this may cause an initial administrative burden, it is important to note that these changes are critical to stabilizing the future of the Local/Tribal EMPG funding in order to continue to grow emergency management programs across the State.

Thank-you in advance for your understanding, and please feel free to contact me or your Field Manager should you have any questions or concerns.

Sincerely,

Trevor W. Denney CO-CEM
Field Services Manager

COLORADO
Division of Homeland Security
& Emergency Management
Department of Public Safety

Field Services Unit
9195 E. Mineral Avenue, Suite 200
Centennial, CO 80112

August 31st, 2021

Dear Emergency Management Partners,

We are pleased to send out this Letter of Intent regarding the 2022 Emergency Management Performance Grant (EMPG) program.

Federal funding in support of EMPG for State and local programs has remained steady and continues to provide our partners the opportunity to further develop and improve the emergency management programs for their respective communities. Due to Federal Emergency Management Agency (FEMA) timing of the grant cycle, DHSEM anticipates receiving the award letter from FEMA around August 2022. For the 2022 EMPG, each approved jurisdiction should plan to receive a Grant Award Letter, barring any unforeseen changes in funding at the Federal level around August 2022.

The performance period for the 2022 EMPG grant is January 1, 2022 to December 31, 2022.

As always, you may contact us if you have questions regarding your 2022 EMPG Program.

Sincerely,

Mike Willis
Director of Emergency Management
Division of Homeland Security
and Emergency Management

Trevor Denney
EMPG Program Manager
Division of Homeland Security
and Emergency Management

CC: Lin Bonesteel, Director, Office of Grants Management
Larisa Cannon, Grants and Agreements Manager
Esther Son, Grant Specialist
Grant File

COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

2022

Emergency Management Performance Grant (EMPG)
Local Emergency Management Support (LEMS)

Program Guidance
and
Application Packet

Foreword: Message from the Division and Emergency Management Directors

County, Tribal and Municipal partners,

Enclosed please find guidance and the application kit for the 2022 Emergency Management Performance Grant (EMPG), Local Emergency Management Support (LEMS) program. The deadline for returning completed applications to your Colorado Division of Homeland Security and Emergency Management (DHSEM) Regional Field Manager (RFM) with signatures is **January 15th, 2022**

EMPG is the primary source of Federal funding directed to State, Local and Tribal governments to support all-hazard emergency management programs through personnel, planning, training and exercises. Program objectives for each applicant jurisdiction include the capability to perform crisis and consequence management tasks as indicated in the Emergency Management Functions (EMF) at the Type IV level for 24 to 72 hours. Nationally, approximately half of EMPG funding to states is passed through to local and tribal jurisdictions. EMPG funds retained at the State level are also used to support Local and Tribal programs through activities including state-sponsored training and conferences, maintenance of field offices and staff, provision of tools such as WebEOC, and staff that provide technical assistance focused on planning, resource management, alert and warning, response coordination, hazard mitigation, public education, community recovery, interoperable communications and exercises.

On May 11th, 2020 the Homeland Security Advisory Committee adopted new eligibility requirements and a new funding formula that will impact future allocations of EMPG grant awards beginning with the 2022 EMPG grant application. The key changes to EMPG grant eligibility are:

- EMPG funding will be limited to all 64 Counties, the two Tribal Nations, and municipalities with a population of greater than 250,000 people and residing in more than one county.
- Emergency Management programs must consist of an Emergency Manager working a minimum of a 50% full time equivalent (FTE) in emergency management that is documented in a job description.
- EMPG applicants must have an adopted and State approved base Emergency Operations Plan (EOP) that scores at least 90% of the 34 critical components of the EOP evaluation tool, and meets Comprehensive Preparedness Guide 101 version 2.0 (2010).
- In the event a County would like to pass through their EMPG awards to a municipality or special district, the County would remain the applicant, must meet all eligibility requirements, and would be responsible for all quarterly and closeout reporting.

In preparation for the implementation of the new funding formula in 2022, Regional Field Managers can provide jurisdictions with what they can anticipate for a minimum Small Dollar Grant Award (SDGA). The actual award amount will be determined once all eligible applications have been received and the final formula can be calculated. In order to be eligible to receive reimbursement for the full award, each jurisdiction must perform the base program requirements and items in the work plan selected from Table 2, Elective Planning Options. Requirements are

listed on Table 1, Base Program. DHSEM RFMs will meet with you during the 2022 application process and discuss eligibility, program needs, develop an appropriate work plan, and potential funding implications for the 2022 grant year.

We believe this funding formula will provide local governments the flexibility to focus on local priorities while meeting State and Federal grant requirements. In addition, this funding allocation model will enable Emergency Managers to better serve the citizens of Colorado through the development of critical capabilities while sustaining EMPG funding for years to come. The RFMs will send a letter to each program which did not fully complete or demonstrate measurable progress on projects from their 2021 EMPG Work Plan. This letter will identify where the program could be at risk of losing funding in 2022.

Please note that up to 75% of your total grant award is available for completing the base requirements, reference Table 1 or Base Program. The base allocation percentages are identified in the guidance for reference on how each requirement is valued.

During 2022, the program will select items for the work plan from Table 2, Elective Planning Options. These projects must be completed or have measureable progress in order to receive reimbursement for the remaining 25% of the award.

The state has an appeal process for jurisdictions who disagree with any final ruling of the EMPG Program Manager on work plan progress. The first level appeal is to the DHSEM Office of Emergency Management (OEM) Director; the final appeal level is to the DHSEM Division Director. The local agency administrator/lead and the Emergency Manager must participate in the appeals process.

Unexpended funds will be de-obligated 90 days after the contract period. The State may use these funds for special or alternative projects during the final nine months of the performance period. The Federal Emergency Management Agency (FEMA) has informed States that Federal guidance for the 2022 EMPG program will continue to emphasize the “Whole Community” emergency management philosophy; encouraging State, Local and Tribal organizations to undertake activities that further support objectives for comprehensive planning, training, exercising, and assessment of hazards, risks and capabilities. The 2022 work plan template is based on the Emergency Management Function (EMF) format and is consistent with previous program guidance.

We value our strong relationships with local and tribal partners in Colorado and look forward to working collaboratively to strengthen program capabilities. If you have questions or concerns, please don’t hesitate to contact us or members of the OEM staff involved in EMPG management, including Trevor Denney, EMPG Program Manager (trevor.denney@state.co.us) or your RFM.

Kevin R. Klein
Division Director

Michael J. Willis
Emergency Management Director

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EMPG-LEMS Program Guidance:

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Application Guidelines

In order to apply for FFY 2022 EMPG-LEMS funds, the applicant must complete all items listed in the application checklist and returned with signatures by **January 15th, 2022** to your **DHSEM RFM.**

Please plan to submit a new W-9 and Electronic Funds Transfer (EFT) form yearly or with a memorandum stating the information on the W-9 is still valid.

The forms that make up the Application are provided as separate, individual files.

Application Packet:

i. Part I, 2022 EMPG-LEMS Grant Activities/Work Plan Template
ii. Part II, Jurisdiction Information and Signatures
iii. Part III, Staffing Pattern and Funding Request
iv. Current Position Descriptions
v. Federal Funding Accountability and Transparency Act (FFATA)
vi. W-9 and Electronic Funds Transfer (EFT)

Additional Forms:

Colorado Emergency Operations Plan Review Tool
Exercise and Actual Event Reporting System

EMPG-LEMS Program Guidance

Statutory Requirement

According to the Colorado Disaster Emergency Act (Title 24, Article 33.5, Part 7 section 707), the Mayor, Chair of the Board of County Commissioners, or other principal Executive Officer of each county in the state or any city designated by the Governor to have an emergency management agency is required to; (1) notify the Colorado Division of Homeland Security and Emergency Management (DHSEM) of the manner in which the political subdivision is providing or securing disaster planning and emergency services, (2) prepare and maintain a current disaster emergency plan, (3) identify the person who heads the agency from which services are obtained, and (4) furnish additional information relating to program activities as requested by DHSEM.

To satisfy this statutory requirement, Counties and designated Municipalities shall complete Part II of the EMPG-LEMS Application Packet. Part II requires signature by the Mayor, Chairman of the Board of County Commissioners, or other Chief Executive Official as designated by the jurisdiction. Completion of Part II alone does not constitute a request for EMPG-LEMS funding support. Applicants for FFY 2022 EMPG-LEMS funds must submit a complete application packet

The Colorado Disaster Emergency Act, C.R.S 24-33.5-705(3), requires the Colorado Office of Emergency Management (OEM) to take part in the development and revision of local and inter- jurisdictional disaster plans; consult with political subdivisions and disaster agencies regarding the status of their disaster plans and make field examinations.

Purpose of EMPG-LEMS Program

The purpose of the Emergency Management Performance Grant program is to assist in the development of comprehensive, risk-based, all-hazard emergency management programs at the State, Local, and Tribal government levels and to improve emergency preparedness through integrated planning, training and exercising while addressing prevention, protection, mitigation, response, and recovery capabilities. EMPG funds are authorized by Congress on an annual basis and passed to the States through the Federal Emergency Management Agency (FEMA). These EMPG-LEMS funds are intended to reimburse programs for up to 50 percent of local/tribal costs for staff, travel, training, office maintenance, Emergency Operations Center (EOC) enhancements and other eligible costs. Common uses of the funds are to support activities in the areas of emergency management personnel, planning, training, exercises and public education. EMPG-LEMS funding may not be utilized for response operations.

Delayed Nature of EMPG Funding

As a result of the Federal budget cycle, the annual allocation of funds to States does not typically occur until the third quarter of the federal fiscal year which begins on October 01 of each year (well after local government budgets have been approved). Most local partners have become accustomed to this staggered schedule and, like the state, have adapted by using general funds to cover the first half of the federal fiscal year until federal funds are available to cover costs over

the final two quarters. While a reduction in future allocations cannot be ruled out, EMPG has strong, broad-based support both in Washington and nationwide, and will continue to be the primary program for sustaining State, Local, and Tribal emergency management programs in the foreseeable future. This grant is made available to local programs on a calendar year basis. The grant period is January 01, 2022 through December 31, 2022.

Program Funding Award and Reimbursement

Subrecipients for 2022 EMPG-LEMS will have grant awards determined by the funding formula adopted by the Homeland Security Advisory Committee (HSAC). Reimbursement will be via a two-tier funding model. Each subrecipient will receive reimbursement for up to 75% of its annual award for completion of the minimum base program requirements and State supported initiatives. The other 25% will be reimbursed based on progress towards completion of work plan products submitted to and approved by RFMs assigned to the 10 Service Areas from the Colorado Division of Homeland Security and Emergency Management, Office of Emergency Management.

● Base funding allocation (75%)

To be eligible to receive the base portion of the grant, each Subrecipient must complete the minimum program requirements as included in the Planned Activities template (work plan) located with supplemental documents of this guidance. Additionally, each jurisdiction shall submit the job description of the individual(s) responsible for emergency management program development and maintenance. This document shall indicate that it is valid January 01, 2022 through December 31, 2022 and specify responsibility for maintenance of the emergency management program.

● Performance allocation reimbursement (25%)

The remaining 25% of a sub-recipient's reimbursement will be dependent on submission and approval of products that meet recognized standards, criteria and guidance. Table 2 Elective Planning Options, identifies the products and applicable evaluation criteria. Emergency Managers may pick from a selection of the elective items that best meets the needs of their planning efforts in support of their program. EMPG reimbursement cannot exceed 100% of the contract award amount. As part of the application process, the applicant will pick the product (s) it wants to work on from Table 2. Program priorities not included in Table 2 may be negotiated with the RFM for work plan approval individually or by Region. The base funding, plus the elective product/activity selected from Table 2, will equate to 100% contract funding. The RFM will provide technical assistance and guidance regarding all work plan products as requested.

All EMPG program will be required to submit:

(1) Certified time card for 100% EMPG funded staff or signed Job Description with a proof of payment.
   a. Print out from the accounting system (i.e. General Ledger)
   b. Print out from the payroll system showing wages and benefits
(2) All other backup documents will be required and proof of payment
   a. Invoice
   b. Print out from the accounting system (i.e. General Ledger)

References for EMPG Program Administration

The Emergency Management Standard published by the Emergency Management Accreditation Program (EMAP EM-5-2019) establishes standards and performance criteria for Emergency Management programs. The Emergency Management Standard defines an Emergency Management Program as a system that "encompasses all organizations, agencies, departments, and individuals having responsibilities" in management and coordination, prevention, mitigation, preparedness, response and recovery activities for the jurisdiction.
https://emap.org/index.php/what-is-emap/the-emergency-management-standard

The Assistance Listing number for the EMPG is **97.042**. FEMA- funded activities through the EMPG must meet the requirements of 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, also known as "Uniform Guidance". http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

All costs, including personnel costs must comply with 2 CFR, Cost Principles, Subpart E 200.400 through 200.476. Allowable equipment categories are listed on the web-based version of the Authorized Equipment List (AEL), which is sponsored by FEMA at https://www.fema.gov/authorized-equipment-list

Additional references concerning Administrative and Audit requirements are cited below.

Audit Requirements – 2 CFR, Subpart F – 200.500 through 200.521

"Debarment and Suspension" - 2 CFR part 180 (2 CFR 200.214)

"Government wide Requirements for Drug-Free Workplace (Grants)" - 2 CFR part 182

"New Restrictions on Lobbying" - 2 CFR 200.450

"Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim)"

https://www.sdao.com/files/7714e3d23/Memo_Prohibition+on+Covered+Services+and+Equipment_GPD+Approved.pdf

§200.430 Compensation—personal services.
https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-430.pdf

Emergency Management Functions (EMFs)

Planned activities identified in local and tribal work plans should be based on the 15 Emergency Management Functions (EMFs) identified in this guidance. The 15 EMFs provide program elements or activities for strategic planning and for measuring local/tribal emergency management program progress and effectiveness. The EMF standards have been traditionally utilized by the State, are derived from FEMA guidance documents and the Emergency Management Standard as defined through the Emergency Management Accreditation Program (EMAP), and are consistent with National Fire Protection Association (NFPA) 1600 standards. The Colorado Division of Homeland Security and Emergency Management utilizes these EMF standards as categories for its annual EMPG state work plan and quarterly state work plan reporting to FEMA.

Program Capability	**Emergency Management Function (EMF)**	**Key Activities**
Program Management	EMF-1: Finance & Administration	Budget preparation, grant administration, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports (work plan), equipment inventory and monitoring
	EMF-2: Laws & Authorities	Ordinances, resolutions, emergency declarations, EMAP accreditation, compliance with laws and regulations
Hazard Mitigation	EMF-3: Risk Assessment	Development/upgrade of local/tribal CEPA (Colorado Emergency Preparedness Assessment) /THIRA (Threat and Hazard Risk Identification and Assessment), development of corresponding risk management strategies
	EMF-4: Hazard Mitigation Plans & Projects	Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects, coordination of Environmental and Historic Preservation (EHP) reviews
Plans	EMF-5: Emergency Operations Plans	Development/upgrades/revisions of local/tribal emergency operations plans (EOPs) in accordance

		with CPG-101, Version 2.0, fostering partnerships with EOP stakeholder agencies and organizations
	EMF-6: Recovery Plans	Development/upgrades/revisions of local/tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations
Preparedness	EMF -7: Training	NIMS training delivery, professional development for staff, development of Local/Tribal Integrated Preparedness Plan (IPP)
	EMF-8: Exercises	Participation in exercises as "Sponsoring" and/or "Participating" agencies
Operations	EMF-9: Incident Management	EOC management, Continuity of Operations (COOP), multi-agency coordination, support of incident command operations
	EMF-10: Communications	Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc.
	EMF-11: Operations Procedures	Development/maintenance of systems (Web EOC), processes (resource order process), capabilities (EOC management training), and Plans (COOP) to support incident operations.
	EMF-12: Mutual Aid	Maintenance of local, interagency, regional and statewide intergovernmental agreements
Logistics	EMF-13: Resource Management	Development/maintenance of local resource mobilization plans and processes, including database management systems, inventory, financial controls and relevant forms.
	EMF-14: Facilities Management	Monitoring & maintenance of EOC/Alternate EOC facilities and equipment.
Public Information	EMF-15: Crisis Communication, Public Information and Education	Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social media. Development and maintenance of local Alert and Warning Plans and procedures.

Supporting National Preparedness Initiatives

In addition to enhancing comprehensive all-hazards emergency management capabilities, EMPG funds provide an opportunity to support state and national homeland security strategies and strengthen national preparedness. Presidential Policy Directive 8: National Preparedness (PPD-8), signed on March 30, 2011, describes the Nation's approach and preparation efforts for the threats and hazards that pose the greatest risk to the security of the United States.

The EMPG Program plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of "core capabilities". The

core capabilities represent an evolution from the Target Capabilities List (TCL). EMPG guidance requires States and local/tribal partners to tie EMPG activities more closely to enhancing core capabilities. DHSEM has determined that, for FFY 2022, LEMS participants will fulfill the obligation to support core capabilities by meeting the FFY 2022 Program Requirements below. Files and information on PPD-8 and core capabilities can be found at *http://www.fema.gov/ppd8*.

Program Requirements

Jurisdictions receiving EMPG-LEMS program funds are required to work toward completion in current or multiyear program cycle as supported by RFMs of all tasks and planned activities identified, submitted and approved in their annual work plan. Applicants for EMPG-LEMS support must conform to the program requirements as follows:

1. **Development and maintenance of a formally adopted current Emergency Operations Plan which meets 90% of the 34 critical components of the EOP evaluation tool; and a Local alert and warning plan.** ***(Federal and State requirement, base requirement equates to 25% of the 75% base allocation)***

   CRS 24-33.5, §§ 707 requires all Colorado Counties to have a current Emergency Operations Plan (EOP) which serves the entire County. All EMPG program recipients and subrecipients must implement, maintain, and revise as necessary a jurisdiction-wide all hazard EOP that is consistent with CPG-101 v.2 (November 2010), which serves as the foundation for State, Local and Tribal emergency planning.

   Subrecipients are required to submit an adopted local alert and warning plan that incorporates a whole community planning approach encompassing the jurisdictions alert and warning capability, plan for public information distribution, and how ongoing public information will be coordinated and distributed. Additional information on the development of this plan can be found in CPG-101 v.2 Appendix C page 23 or page 113 of the document

   CPG-101 v.2 can be found at: https://www.fema.gov/sites/default/files/2020-07/developing-maintaining-emergency-operations-plans.pdf

2. **Development of critical components in support of resource management processes and planning.** ***(State requirement, base requirement equates to 15% of the 75% base allocation)***

   In order to meet the requirements of the Colorado Disaster Emergency Act CRS 24-33.5, §§ 707, a Colorado priority for the 2022 EMPG program is the development and implementation of identified critical resource management components aimed at aiding in response and development of a comprehensive resource mobilization plan(s). These systems will include a management plan for jurisdictionally-owned resources, mutual aid resources, private and public sector resources, non-governmental and volunteer resources,

and the policies and procedures for each. For the 2022 grant year, Colorado DHSEM requires local and tribal jurisdictions to focus on the following specific measurable outcomes:

i. Develop and maintain a system for maintaining, mobilizing, and tracking of local resources.
ii. Annual meeting with the jurisdiction's mutual aid partners to review and validate mutual aid terms and agreements, and build understandings around mobilization.
iii. Submit a plan for the integration of Local ordering processes into State ordering system(s).

3. **Conduct at least two local "whole community" stakeholder/partner meetings with the agencies who represent the capabilities in the jurisdiction.** ***(State requirement, base requirement equates to 5% of the 75% base allocation)***

   These are the agencies who are required to establish and implement processes and procedures for consequence management during disaster emergencies. Whole Community stakeholder/partners include: law enforcement, fire, emergency medical service, public works, health and medical, behavioral health, mass care (human services, Red Cross, VOAD), school districts, public utilities, public information, and other relevant stakeholders. These agencies and entities constitute your partners during an Emergency Operations Center and/or Incident Management Team activation for any significant incident response. Working with RFMs in preparation of an agenda for these meetings is encouraged. The agenda should address emergency management planning, operations, as well as processes and procedures. Maintain a sign in sheet and a record of discussion items and/or issues.

4. **Development and maintenance of a Multi-Year Integrated Preparedness Plan (MYIPP) (*Federal and State requirement, base requirement equates to 10% of the 75% base allocation)***

   All Subrecipients are required to develop a MYIPP updated annually that incorporates and addresses identified capability gaps or sustainment of capabilities identified in the Subrecipient's THIRA or Colorado Emergency Preparedness Assessment (CEPA). Subrecipients must use the DHSEM State MYIPP template and submit the MYIPP to the DHSEM by August 31st, 2022. **Participation in a regional MYIPP will meet this requirement with pre-approval of the Regional Field Manager**.

5. **All EMPG program funded personnel (State/Tribal/Local) must participate in at least three exercises in a 12-month period.** ***(Federal requirement, base requirement 15% of the 75% base allocations)***

   i. Sponsor at least one exercise (tabletop, functional or full scale) which demonstrates the emergency management functions of situational assessment,

resource management, alert and warning, and public information within the Local Emergency Operations Center (EOC) or equivalent support location.

ii. Participate in another jurisdiction's exercise in an Emergency Management capacity.

EMPG jurisdictions must submit an After Action Report (AAR) and an Improvement Plan (IP) to their RFM for the exercise they sponsor. Real world events and incidents are allowable substitutes for exercise participation, but will have the same requirement for an AAR and IP to be submitted.

6. **Targeted Training of EMPG-Funded Personnel.** ***(Federal requirement, base requirement equates to 5% of the 75% base allocation)***

All EMPG program funded personnel (State/Local/Tribal) must complete the following National Incident Management System (NIMS) training courses and record proof of completion by providing certificate copies to the RFM: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 120; IS 230; IS 235; IS 240; IS 241; IS 242; and IS 244. Submission of a list of EMPG program funded personnel along with the training completed will be included in quarterly performance reports. EM Staff personnel with no role in program activations only need IS 100, 200, 700 and 800. The link to the Professional Development Series classes can be found here: https://training.fema.gov/is/searchis.aspx?search=PDS

7. **Timely Submission of Application, Quarterly Reports and Quarterly Requests for Reimbursement.** ***(Federal and State requirement, base requirement with no percentage assigned, all reimbursement contingent upon completion)***

All EMPG-LEMS applicants are responsible for submitting a complete application packets and four signed quarterly progress reports and requests for reimbursement in a timely manner. A complete application package includes:

i. Part I, FFY 2022 EMPG-LEMS Grant Activities/Work Plan Template
ii. Part II, Jurisdiction Information and Signatures
iii. Part III, Staffing Pattern and Funding Request (***Note: Please remember to complete both the staffing pattern and budget tabs)***
iv. Current position description for all personnel that are listed on the Staffing Pattern. This document must include the emergency manager and related responsibilities for each employee claimed under EMPG (if there are no changes from the previous year, then there is no need to submit a copy of an employee's job description).
v. Federal Funding Accountability and Transparency Act (FFATA) form (required for all federal grant programs except American Recovery and Reinvestment Act grants).
vi. W9 and Electronic Funds Transfer (EFT)

8. **Starting in calendar year 2021, DHSEM has required all EMPG subrecipients to participate in the National Cyber Security Review (NCSR) to be eligible for EMPG funding**. Any subrecipients not participating in the 2021 NCSR will not be eligible for funding in the FY22 process. The NCSR opens for reporting annually beginning on **October 1st.**

   The hard deadline to complete the NCSR is **December 31st, 2021**. DHSEM requires that the completed survey be emailed to Esther.son@state.co.us, when finished for evidence of completion and eligibility for 2022 funding.

   NCSR registration: https://www.cisecurity.org/ms-isac/services/ncsr/

   The NCSR is a no-cost, anonymous, annual self-assessment, designed to measure gaps and capabilities of state, local, tribal and territorial (SLTT) governments' cybersecurity programs. Based on the National Institute of Standards and Technology Cybersecurity Framework (NISTCSF), the Department of Homeland Security (DHS) and the Multi-State Information Sharing and Analysis Center® (MS-ISAC®) sponsors the NCSR.

   DHS uses the results of the NCSR to deliver a bi-yearly, anonymous summary report to Congress, providing a broad picture of cybersecurity maturity across the SLTT communities.

   The NCSR aligns to the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). The CSF provides a common language for understanding, managing, and expressing cybersecurity risk, and used to help identify and prioritize actions for reducing cybersecurity risk, and align policy, business, and technological approaches to managing risk. Learn more here: https://www.nist.gov/cyberframework/framework.

Program and Financial Monitoring

Per Federal grant guidance, DHSEM has implemented a formal monitoring process that will be conducted with each subrecipient at least every two (2) years. The schedule and monitoring visit process will be coordinated through the Subrecipient monitoring team and RFM. The monitoring program is intended to ensure that all Subrecipients are performing and administering the EMPG Grant in compliance with all of the required federal and DHSEM grant terms and conditions, and have the proper financial and programmatic documentation in the grant files ready for future Federal audits. Given recent requests to the State for substantiating documentation of match funding, applicants can expect greater scrutiny of grant match documentation during monitoring visits.

Quarterly Reports and Reimbursement Requests

Signed Quarterly Part I Progress Reports must be submitted to your DHSEM RFM **10** days following the end of each quarter. The timely submission of quarterly progress reports and products is a requirement for approval of quarterly requests for reimbursement. If an extension is needed, a written request to your DHSEM RFM must be made before the deadline. RFMs will

then have an additional 10 days to report the regional information to DHSEM for the State report.

Quarterly reports should identify the status of each activity planned for that quarter: Completed/accomplished, in-process, postponed/canceled, or not completed or not accomplished.

Please indicate a reason when activities are postponed, canceled or not completed. For reporting purposes, please include dates and identify scenario and type of exercises conducted. Also identify specific plans/annexes or updates to EOPs or other plans. See final for bullets

Quarterly Requests for Reimbursement and supporting financial reports must be submitted to your DHSEM RFM **30** days following the end of each quarter

All EMPG programs will be required to submit a certified time card for all EMPG funded staff regardless of claimed percentage. Programs will also be required to submit a copy of the general ledger for each quarter.

Reporting Schedule

Local Jurisdiction Reporting Schedule			
Quarter	**Reporting Period**	**Report Due Date**	**Claim Due Date**
1	01/01/22 – 03/31/22	04/10/22	4/30/22
2	04/01/22 – 06/30/22	07/10/22	7/31/22
3	07/01/22 – 09/30/22	10/10/22	10/31/22
4	10/01/22 – 12/31/22	1/10/23	1/31/23
DHSEM Field Manager Reporting Schedule			
Quarter	**Reporting Period**	**Roll up Report Due Date**	
1	01/01/22 – 03/31/22	04/20/22	
2	04/01/22 – 06/30/22	07/20/22	
3	07/01/22 – 09/30/22	10/20/22	
4	10/01/22 – 12/31/22	01/20/23	

Electronic/Digital Signatures

Electronic/digital signatures will be accepted on the EMPG application.

Signatures should be readable by the Adobe Reader program and must be created by the signer and show a verified/unchanged status when the form arrives via email to the DHSEM RFM. The Chief Financial Officer (CFO) is still the primary person expected to affix their signature to the quarterly reimbursement request/financial report, as they are certifying that the expenses shown on the report are eligible for the EMPG program and the DHSEM LEMS award under the EMPG program and match the jurisdiction's General Ledger reports for the period. Any variance from the general ledger report should be noted and explained either on the report itself or in documentation maintained by the sub-recipient. The CFO or the Governing Body (Board of County Commissioners), City Council, Tribal Council may delegate the reimbursement signing authority to the authorized designee if they so choose. This delegation must be in writing and submitted to the OEM DHSEM by email, or regular mail before an alternate signature can be accepted.

Table 1 – Base Program Requirements

Note: Mandatory requirements are weight valued at 75%

Multi-agency and multi-jurisdictional relationships (MAC Group (MACG) established and maintained). NOTE: A MACG is made up of agency representatives with authority to commit agency resources.	NIMS 2018 pg. 40 CPG101: Pages 1-2 to 1-4/ 4-3 & 4-6 NFPA: Std. 4.1.1 to 4.3.3 EMAP: Std. 3.3 to 3.3.2
Integrated Preparedness Plan	EMAP 4.9 to 4.10.3
Exercise Participation: Evaluator/controller: one exercise Role in exercise play: two exercises NOTE: Exercise actor does not count as participation. Program requirement Exercise Sponsor	Homeland Security Exercise and Evaluation Program (HSEEP) NFPA: Std. 8.1.1 to 8.5.1 EMAP Std. 4.10 to 4.10.3
FEMA Training	National Planning Framework
Emergency Operations Plan (EOP)	CPG 101 v. 2.0 2010 EMAP 4.4 to 4.4.9
Resource Management Components	C.R.S. 24-33.5-705.4 (1)(a) EMAP 4.6 to 4.6.6 NIMS 2017 pg. 40 NFPA 1600 5.4.1 to 5.5.4

National Incident Management System (NIMS)	EMAP 4.5 to 4.5.7 NIMS Presidential Policy Directive 8 / PPD8: National Preparedness

Table 2 – Elective Planning Options

Note: Elective planning options approved in conjunction with the regions Field Manager and are weight valued at 25%

Finance (procedures established)	CPG101: Pages 3-14 & C-10 NFPA: Std. 4.6.1 to 4.7.2 EMAP: Std. 3.4 to 3.4.3
Threat and Hazard Identification and Risk Assessment or Colorado Emergency Preparedness Assessment (CEPA) NOTE: County as largest geographic scope of analysis)	CPG101: Pages 4-1 & 4-7 to 4-11 CPG 201 NFPA: 5.4-5.4.4 EMAP: 4.2 to 4.2.5
FEMA Academies Colorado Academy for Professional EM	Requires Graduation Requires Completion (Min hours)
Continuity of Operations Plan (COOP)	CPG 101: Pages 1-9, 3-10, 3-13, C-25 NFPA: Std.6.9.1.2 EMAP: Std. 4.4.5
EMAP self-assessment	EMAP EM Standard 2016
Rapid Needs Assessment Plan	CPG 101: Page 1-9 NFPA: Std. A.5.2.3(4) EMAP: Std. 4.4.1 to 4.4.3
Damage Assessment Plan	CPG 101: Pages C-14 NFPA: Std. 6.7.5 EMAP: Std. 4.4.1 to 4.4.3
EOC Management Plan to include processes, procedures, etc.	NIMS CPG101: Page C-16 NFPA: Std. 6.7.1.1 to 6.8.4 EMAP: Std. 4.7.1 to 4.7.5
Debris Management Plan	CPG 101: Page C-14 EMAP: 4.4.1 to 4.4.3

Public Information/Crisis Communications Plan	CPG101: Page C-23 NFPA: Std. 6.4 to 6.4.2 EMAP: Std. 4.4.1 to 4.4.3 NIMS 2018 pg. 50
Recovery Plan	CPG101: Pages 1-9, 3-10, 4-15, B-8, C-23 NFPA: Std. 5.3.1 to 5.3.6 & 6.9.1 to 6.9.3 EMAP: Std. 4.4.4
Hazardous Materials Plan	EMAP Std. 4.4.1 to 4.4.3
Development or update of EOP Annexes	CPG 101: Pages 3-14, C-10 NFPA: 6:1 Plan Requirements EMAP: Std. 4.4.1 to 4.4.3
Resource Mobilization Plan	CRS: 24-3.5-705.4 (1)(a) EMAP 4.6 to 4.6.6
Laws and Authorities	EMAP 3.5 to 3.5.2 NFPA 4.5 NIMS 2018 pg. 75
Continuity of Government (COG) plan	CPG 101: Pages 1-9, 3-10, 3-13, C-25 NFPA: Std.5.2.3.5 EMAP: Std. 4.4.6
Attain Storm Ready recognition	NWS Recognition CRS 24-33.5-714
Job Aids	CPG 101: Page 3-12 NFPA: A.6.8.1 EMAP: 4.4.3, 5.5.5 & 4.5.6
Tactical Interoperability Communications (TIC) Plan	CRS 24-33.5-716 EMAP 4.4.3 & 4.7.1
Lifelines	EMAP 4.4.4
Volunteer Donations Management Plans	EMAP 4.4.1 to 4.4.3
Agricultural Plans	EMAP 4.4.1 to 4.4.3
Energy Assurance	EMAP 4.4.1 to 4.4.3
Preparedness	EMAP 2.18

Colorado Emergency Management Program Guide Reference:

Product Activity	Page Reference
Threat and Hazard Identification and Risk Assessment	25
Current ESF based EOP	35
Continuity of government plan	36
Continuity of operations plan	35&36
Local Alert and Warning Plan	43 & 44
Rapid Needs Assessment Plan	83
Resource Management Plan	42 & 43
Damage Assessment Plan	82 - 84
EOC Management Plan	49 - 55
Debris Management Plan	87
Public Information Crisis Communications Plan	57
Job Aids	140
Recovery Plan	74 -92
Hazard Mitigation Plan	90
Multi-agency and multi-jurisdictional relationships (MAC Group established and maintained)	29
Development and maintenance of a jurisdictional multi-year Training and Exercise Plan	7, 45 & 46

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Part I
Calendar Year 2022 EMPG-LEMS Grant Activities
Work Plan Template (v.082018)

Instructions

Use the 15 EMF categories as a framework for planning your annual work program and consider identified capability gaps or shortfalls that need to be addressed. This can be done in four steps.

1. First, consider your community's long-term strategy for developing and sustaining an all-hazards preparedness strategy, including initiatives that can be accomplished during the grant performance period as well as those objectives that will need to be phased over multiple years.
2. Second, identify Planned Activities that, when completed, will assist you in achieving your long-term strategy. Complete the Work Plan Template by identifying Planned Activities for each Emergency Management Function (EMF) that is relevant to your strategy. Identify to the extent possible the measurable outcome for each Planned Activity.
3. Third, place those activities that can be accomplished during the current performance period in the quarter that you expect the activity to be completed (it is recognized that schedules and priorities change and that activities may actually be accomplished in a different quarter than the one projected).
4. Fourth, determine if the products/activities you have identified combine to make your program eligible for 100% of your award (use the product/activity table from the guidance)
5. Finally, submit the finished document to your assigned DHSEM Regional Field Manager.

Please don't hesitate to contact your DHSEM Regional Field Manager for assistance in completing this Work Plan Template.

Signatures

Must be signed (in ink) or (Adobe Acrobat digital signature) by the emergency manager and forwarded to the assigned DHSEM Regional Field Manager for approval.

By signing, the applicant acknowledges that he/she has read and understands the Program Guidelines and Application Kit.

Jurisdiction: _____

Jurisdiction Administrator (Title): _____Date: _____

Emergency Manager of Jurisdiction: _____Date: _____

DHSEM Regional Field Manager: _____Date: _____

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Part I
2022 EMPG-LEMS Grant Activities
Work Plan Template

2022 EMPG-LEMS Grant Activities		
EMF-1		
Finance and Administration		
Objective(s) of Planned Activities: *Budget preparation, grant administration, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports, equipment monitoring*		
Mandatory Federal Activities for this EMF: Submit updated FFATA		
1st Quarter	Planned Activities: Submit 1st Quarter report and reimbursement request.	Results:
2nd Quarter	Planned Activities: Submit 2nd Quarter report and reimbursement request.	Results:
3rd Quarter	Planned Activities: Submit 3rd Quarter report and reimbursement request.	Results:
4th Quarter	Planned Activities: Submit 4th Quarter report and reimbursement request.	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-2		
Laws and Authorities		
Objective(s) of Planned Activities: *Ordinances, resolutions, emergency declarations, EMAP accreditation, compliance with laws and regulations*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities:	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-3		
Risk Assessment		
Objective(s) of Planned Activities: *Development/upgrade of local/tribal CEPA (Colorado Emergency Preparedness Assessment), THIRA (Threat and Hazard Risk Identification and Assessment) or (HIRA Hazard Risk Identification and Assessment), development of corresponding risk management strategies*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities:	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-4		
Hazard Mitigation Plans and Projects		
Objective(s) of Planned Activities: *Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects, coordination of Environmental and Historic Preservation (EHP) reviews*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities:	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-5		
Emergency Operations Plans		
Objective(s) of Planned Activities: *Development/upgrades of local/tribal emergency operations plans (EOPs) in accordance with CPG-101, Version 2.0, fostering partnerships with EOP stakeholder agencies and organizations.*		
Mandatory Federal Activities for this EMF: All EMPG Program grantees/sub-grantees must maintain, or revise as necessary, jurisdiction-wide all-hazards Emergency Operations Plans that are consistent with CPG-101 v.2 (November 2010) and provide copies of new and revised EOPs/Annexes to DHSEM Regional Field Manager.		
1st Quarter	Planned Activities: Review status of EOP and components. Determine development and update priorities.	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-6		
Recovery Plans		
Objective(s) of Planned Activities: *Development/upgrades of local/tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities:	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-7		
Training		
Objective(s) of Planned Activities: *NIMS training delivery, staff professional development, development of an Integrated Preparedness Plan (IPP)*		
Mandatory Federal Activities for this EMF, (1) all EMPG program funded personnel (State/Local/Tribal) must complete the following NIMS training courses and record proof of completion: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 139; IS 230.a; IS 235.a; IS 240.a; IS 241.a; IS 242.a; and IS 244.a, (2) all grantees and sub-grantees are required to develop a Multi-Year TEP that incorporates linkages to core capabilities and update it annually.		
1st Quarter	Planned Activities: Implement the CY22 TEP Develop CY23 IPP. This plan should include required training for EMPG funded personnel Report completed training for EMPG funded personnel.	Results:
2nd Quarter	Planned Activities: Report completed training for EMPG funded personnel.	Results:
3rd Quarter	Planned Activities: Work with MAC group to determine training and exercise goals for 2023 and 2024. Participate in IPP	Results:
4th Quarter	Planned Activities: Report completed training for EMPG funded personnel.	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-8		
Exercises		
Objective(s) of Planned Activities*: Participation in exercises as "Sponsoring" and/or "Participating" agencies. Conduct at least one resource management drill/functional exercise.*		
Mandatory Federal Activities for this EMF: (1) All EMPG program funded personnel (State/Tribal/Local) must participate in at least three exercises in a 12-month period. Sub-grantees may sponsor and/or participate in other sponsor's exercises to fulfill this requirement, (2) all grantees and sub-grantees are required to develop a Multi-Year Integrated Preparedness Plan (IPP) that incorporates linkages to core capabilities and update it annually.		
1st Quarter	Planned Activities: Implement exercise program as outlined in the IPP Develop plan to meet grant exercise requirement and review with FM. Report on completed exercises include AAR or CAP	Results:
2nd Quarter	Planned Activities: Implement exercise program as outlined in the IPP Report on completed exercises include AAR or CAP	Results:
3rd Quarter	Planned Activities: Implement exercise program as outlined in the IPP Report on completed exercises include AAR or CAP	Results:
4th Quarter	Planned Activities: Implement exercise program as outlined in the IPP Report on completed exercises include AAR or CAP	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-9		
Incident Management		
Objective(s) of Planned Activities: *EOC management, COG, multi-agency coordination, support of incident command operations*		
Mandatory Federal Activities for this EMF: None **State Requirement: Hold a meeting with the jurisdiction's emergency services and partner agencies to include: law enforcement, fire, EMS, public works, health and medical, behavioral health, mass care (human services, Red Cross, VOAD), school districts, public utilities, public information, and other relevant stakeholders. These are the agencies and entities which constitute your partners during an EOC activation and any significant incident response. Prepare an agenda for these meetings with the Regional Field Manager.**		
1st Quarter	Planned Activities:	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-10		
Communications		
Objective(s) of Planned Activities: *Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities:	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-11		
Operations Procedures		
Objective(s) of Planned Activities: *Development/maintenance of systems (e.g., Web EOC), processes (e.g., resource order process), capabilities (e.g., EOC management training), and Plans (e.g., COOP) to support incident operations*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities:	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-12		
Mutual Aid		
Objective(s) of Planned Activities: *Maintenance of local, interagency, regional and statewide intergovernmental agreements. Meet with stakeholder groups to go over mutual aid agreements for currency and validity.*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities:	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-13		
Resource Management		
Objective(s) of Planned Activities: *Development/maintenance of resource mobilization plans and processes, including database management systems, financial controls and relevant forms*		
Mandatory Federal Activities for this EMF: None **Colorado Requirement: In order to meet the requirements of the Colorado Disaster Emergency Act CRS 24-33.5, Part 7, and a Colorado priority for the EMPG program is the development and implementation of state and local resource management systems. (Please see program requirements in guidance)**		
1st Quarter	Update resource database in WebEOC	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-14		
Facilities Management		
Objective(s) of Planned Activities: *Monitoring & maintenance of EOC/Alternate EOC facilities and equipment*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities:	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

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2022 EMPG-LEMS Grant Activities		
EMF-15		
Crisis Communication, Public Information and Education		
Objective(s) of Planned Activities: *Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social media. Development and maintenance of Alert and Warning Plans and procedures.*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities:	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

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Division of Homeland Security & Emergency Management
Department of Public Safety

2022 EMPG-LEMS Annual Program Paper
Part II Jurisdiction Information and Signatures (v.010118)
Note: This document serves to meet the requirements of §24-33.5-707(7), C.R.S.

Jurisdiction Name:

Emergency Program Manager

Name: Scott Morrill
Job Title: Emergency Manager

Mailing Address: 200 E. Virginia Av, Gunnison CO 81230

Physical Address (if different):

Phone Contact Information

Office Phone number: 970-641-2481
24 Hour Emergency Line: 970-641-8201 (Gunnison Dispatch)
Office Fax:
Cellular: 970-275-1370
Pager:
E-Mail Address: smorrill@gunnisoncounty.org

Employment Status (Please indicate how many)
Paid Full Time: 1 Paid Part Time: 1 Volunteer: Other:

Jurisdiction Job Title Program Manager Reports to: Gunnison County Manager

Hours worked per week for jurisdiction in all job titles: 40

Hours worked per week devoted to Emergency Management: 40

Additional Emergency Management Staff			
Type of Employment	How many?	Total staff hours/week	Total E.M. hours/week
Paid full time professional	**1**	**40**	**40**
Paid full time clerical			
Paid part time professional	1	40	28
Paid part time clerical			
Volunteer			
Other personnel			

Senior Elected Official (Name and Title) __Jonathon Houck, Gunnison BoCC Chair_____

Chief Executive Officer (if different from above) __Matthew Birnie, Gunnison County Manager_____

Signature/Chief Executive _____

Signature/Emergency Manager/Coordinator _____ Date _____

Signature/DHSEM Regional Field Manager_____ Date _____

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Emergency Management Program Grant (EMPG)
Local Emergency Manager Support (LEMS)
Program Funding Application: Part III (v.082018)

Staffing Pattern for Calendar Year 2022

Note: This for MUST be resubmitted *whenever the jurisdiction has personnel changes* .

JURISDICTION: Gunnison County

1a) Employee Name	2) Classification Specification/Full Position Title	3) Date of Appoint-ment or Date Hired	4) Employee Status- Type of Appointment
Scott Morrill	Emergency Manager	10/1/2004	Full time
Elizabeth (Lisa) Clay	Deputy EM / EPR Coordinator	6/1/2021	Full time

1b) PAID Employee Name	5) Jurisdiction Gross Annual salary (All job titles)	6) Gross Annual Employer-Provided Benefits	7) Total Hours/ Week	8) LEM Hours/ Week	9) Percent LEM Hours/ Week	10) LEMS Eligible Salary	11) LEMS Eligible Benefits
Scott Morrill			40	40	100%	$0	$0
Elizabeth (Lisa) Clay			40	28	70%	$0	$0
					0%	$0	$0
					0%	$0	$0
					0%	$0	$0
					0%	$0	$0
					0%	$0	$0
					0%	$0	$0
					0%	$0	$0
					0%	$0	$0
Totals	$ -	$ -				$0	$0
						Enter in Slot A On Funding Request	Enter in Slot B On Funding Request

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

FFATA / FSRS Data Report
For Subrecipients of Federal Funds

The FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) requires the Division of Homeland Security and Emergency Management (DHSEM) to collect the following information for each sub-award of **$25,000.00 or more**. This information is required by the Office of Management and Budget (OMB) and must be submitted by DHSEM into the SUB-AWARD REPORTING SYSTEM (FSRS).

Grant Program	Emergency Management Program Grant (EMPG)			
Grant Year	2022	Award Number		
Subrecipient Legal Name	Gunnison County			
Subrecipient Address	200 E. Virginia Av			
Subrecipient City	Gunnison	County	Gunnison	
Subrecipient State	Colorado	Subrecipient 9 digit Zip Code		81230-2722
Subrecipient DUNS# + 4	133115220	Parent Organization DUNS #		

Primary Location of Performance of the Award *(no post office box, this must be the **actual physical location where the work is being performed**. If you have more than one project, pick one major project to report on)*

Address	510 W. Bidwell Av		
City	Gunnison	County	Gunnison
State	Colorado	9 digit Zip Code	81230-2722
Congressional District (2 digits for the above Zip Code. Can be found at www.house.gov)			3rd Congressional Dist

System for Award Management (SAM) - required

Subrecipient Registered with 'Active' status at SAM? (register at www.sam.gov)	YES ☐	NO ☐

Compensation for Top Five Executives

80% or more of the subrecipient's prior year annual gross revenues are from Federal awards?	YES ☐	NO ☐
$25 million or more of the subrecipient's annual gross revenues are from Federal funds?	YES ☐	NO ☐
The public has access to information about the compensation of the senior executives in the subrecipient's organization filed under the Securities Exchange Commission (SEC) and IRS requirements?	YES ☐	NO ☐

*If Subrecipient answered "YES" to ***all three questions above***, provide the 5 highest paid executives and their compensation amounts. If "No" answered to any of the three questions above, enter **"Not Required"** for "1. Official Name" cell below.

1. Official Name		Compensation Amount	
2. Official Name		Compensation Amount	
3. Official Name		Compensation Amount	
4. Official Name		Compensation Amount	
5. Official Name		Compensation Amount	

SIGNATURE

By signing below, I certify that the information contained in this FFATA data report is complete and accurate to the best of my knowledge.

Signature: _____ Date: _____

Print Name: _____

Agency's Authorized Representative (usually the Grant Administrator, Program Manager, Coordinator, etc.)

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Quarterly Reimbursement Request and Financial Report EMPG/LEMS Expenses

Jurisdiction:

v.082018

Calendar Year 2022: Quarter: ☐1st Qtr ☐2nd Qtr ☐3rd Qtr ☐4th Qtr	Period Covered	
	From	Through

It is the jurisdictions responsibility to *correctly* enter detail and totals

NOTE: All items listed on claim form are subject to disqualification without proper descriptions

VENDOR AND DESCRIPTION OF COST	COST CATEGORIES			
	PERSONNEL & BENEFITS	**TRAVEL**	**OFFICE**	**TOTAL**
Wages and Benefits Specify the name of the person(s) receiving standard salary/benefit or overtime and the date of period covered by wages. If different than the staffing pattern on file, please update the staffing pattern and attach to this report.				0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
Contract Costs Specify time period, daily or hourly rate, contractor name, and activity. The activity should tie directly to the annual work-plan in order to be eligible in this grant. Put in any/all of the columns to the right as applicable (These individuals will generally not be on the staffing pattern as they aren't FTE, but if the EM is a contract employee, they will be on the staffing page)				0.00 0.00 0.00 0.00 0.00 0.00
SUB-TOTAL AMOUNTS EXPENDED BY JURISDICTION (Enter last page TOTAL on Signature Page)	0.00	0.00	0.00	0.00
FEDERAL SHARE ELIGIBLE FOR REIMBURSEMENT (50% of Total)	0.00	0.00	0.00	0.00

Chief Financial Officer Signs on signature page (attached)
Enter TOTAL of last page on spreadsheet to use as verification of claim
Signature sheet with original or electronic signature must accompany this report.

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Quarterly Reimbursement Request and Financial Report EMPG/LEMS Expenses

Jurisdiction:

Calendar Year 2022: Quarter: ☐1st Qtr ☐2nd Qtr ☐3rd Qtr ☐4th Qtr	Period Covered	
	From	Through

It is the jurisdictions responsibility to *correctly* enter detail and totals

NOTE: All items listed on claim form are subject to disqualification without proper descriptions

VENDOR AND DESCRIPTION OF COST	COST CATEGORIES			
	PERSONNEL & BENEFITS	TRAVEL	OFFICE	TOTAL
Rent or lease, utilities Specify months covered and amounts for each month				0.00 0.00 0.00 0.00 0.00
Phone Specify months covered and amounts for each month. Include phone, cellular and pager charges				0.00 0.00 0.00 0.00 0.00
Emergency Management Fleet Vehicle Costs				0.00 0.00 0.00
Office Supplies Specify months covered and amounts for each month. For larger amounts, describe the purchase.				0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
Postage Specify months covered and amounts for each month				0.00 0.00 0.00 0.00
SUB-TOTAL AMOUNTS EXPENDED BY JURISDICTION (Enter last page TOTAL on Signature Page)	0.00	0.00	0.00	0.00
FEDERAL SHARE ELIGIBLE FOR REIMBURSEMENT (50% of Total)	0.00	0.00	0.00	0.00

Chief Financial Officer Signs on signature page (attached)
Enter TOTAL of last page on spreadsheet to use as verification of claim
Signature sheet with original or electronic signature must accompany this report.

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Quarterly Reimbursement Request and Financial Report EMPG/LEMS Expenses

Jurisdiction:

Calendar Year 2022: Quarter: ☐1st Qtr ☐2nd Qtr ☐3rd Qtr ☐4th Qtr	Period Covered	
	From	Through

It is the jurisdictions responsibility to *correctly* enter detail and totals

NOTE: All items listed on claim form are subject to disqualification without proper descriptions

VENDOR AND DESCRIPTION OF COST	COST CATEGORIES			
	PERSONNEL & BENEFITS	**TRAVEL**	**OFFICE**	**TOTAL**
Copying / Printing Specify months covered and amounts for each month. For larger amounts, specify the document printed or copied.				0.00 0.00 0.00 0.00 0.00 0.00 0.00
Equipment costs, including items under $5,000 each Describe the equipment purchased or leased				0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
Petty Cash Explain transactions (office supplies, meeting supplies, postage, etc.)				0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
SUB-TOTAL AMOUNTS EXPENDED BY JURISDICTION (Enter last page TOTAL on Signature Page)	0.00	0.00	0.00	0.00
FEDERAL SHARE ELIGIBLE FOR REIMBURSEMENT (50% of Total)	0.00	0.00	0.00	0.00

Chief Financial Officer Signs on signature page (attached)
Enter TOTAL of last page on spreadsheet to use as verification of claim
Signature sheet with original or electronic signature must accompany this report.

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Quarterly Reimbursement Request and Financial Report EMPG/LEMS Expenses

Jurisdiction:

Calendar Year 2022: Quarter: ☐1st Qtr ☐2nd Qtr ☐3rd Qtr ☐4th Qtr	Period Covered	
	From	Through

It is the jurisdictions responsibility to *correctly* enter detail and totals

NOTE: All items listed on claim form are subject to disqualification without proper descriptions

VENDOR AND DESCRIPTION OF COST	COST CATEGORIES			
	PERSONNEL & BENEFITS	TRAVEL	OFFICE	TOTAL
Travel / Training Specify which conference/training for each item. For mileage for vehicle, specify miles traveled and purpose of trip(s). (see example on back page) Eligible mileage reimbursement cannot exceed Federal mileage rate.				0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
Subscriptions / Dues Specify publication or organization and span of time covered.				0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
SUB-TOTAL AMOUNTS EXPENDED BY JURISDICTION (Enter last page TOTAL on Signature Page)	0.00	0.00	0.00	0.00
FEDERAL SHARE ELIGIBLE FOR REIMBURSEMENT (50% of Total)	0.00	0.00	0.00	0.00

Chief Financial Officer Signs on signature page (attached)
Enter TOTAL of last page on spreadsheet to use as verification of claim
Signature sheet with original or electronic signature must accompany this report.

Quarterly Reimbursement Request and Financial Report EMPG/LEMS Expenses

To obtain the matching reimbursement for your expenses, the Chief Financial Officer (CFO) or agency's authorized representative must do the following:

1) Enter the jurisdiction's total expenditures on the line provided, to verify the CFO has seen the completed claim form. If the CFO, BOCC or City/Town Chief Elected or Executive Official, as applicable, delegates authority to sign to the Grant Administrator, the delegation must be on file with the DHSEM before an alternate signature can be accepted.

2) The Chief Financial Officer or agency's authorized representative must sign and date the form electronically or in *original* ink.

Jurisdiction:

Calendar Year 2022: Quarter:

☐ 1st Qtr ☐ 2nd Qtr ☐ 3rd Qtr ☐ 4th Qtr

TOTAL Expenditures this Quarter: **$0.00**

Federal share eligible for reimbursement (50% of total) **$0.00**

(The jurisdiction's total quarter expenditures as listed on the last page of the claim form.)

I certify that all expenses included in this report were incurred for the purposes of the grant, and documentation supporting all costs is on file and available for review as described in the grant contract or submission to the DHSEM upon request.

I will retain a copy of this claim and all supporting documentation on file for four years after the close of the grant.

Authorized Signature Date

DHSEM Regional Field Manager Approval: _____

DHSEM APPROVAL BY: _____ Date: _____ LEMS-____, 7_____, SB00, $_____

For Your Reference — Eligible Expenses

Eligible Expense	Detail Required for Reimbursement
Normal salary and benefits and overtime in compliance with jurisdiction's personnel policies. Please ensure that A-87 requirements for personnel cost tracking are met (see A-87 Appendix B, section 8, *compensation for personal services*.)	Specify the name of the person(s) receiving **standard** salary/benefits and the date of period covered by salary/benefits. *Please make sure all persons listed on the claim are shown on SPAPP07 (staffing pattern) on file in our office; you may enclose an updated form with this claim, if necessary.*
Rent or lease, utilities	Specify months covered and amounts for each month.
Phone	Specify base bill or monthly phone charges (with dates covered: example March telephone, or April cellular phone); describe unusually large amounts (example: yearly line charge-back).
Postage	Specify monthly usage (with dates covered: example: Feb. 1 - Feb. 28 postage, or reload postage meter, 01/18/11); describe unusually large amounts (example: sent Winter Storm watch brochures to local schools).
Office Supplies	Specify "office supplies," larger items (example: 65 reams of paper)
Copying/Printing	Specify dates covered by monthly or routine copy charges; for larger amounts, specify document coped or printed (example: 72-hour emergency brochure).
Travel and training (business, technical and professional)	Specify for which conference or training FOR EACH ITEM. For mileage claimed for personal vehicle use, specify miles traveled and purpose of trip(s) (example: DHSEM training class per diem @ ___/day; 150 miles @ $.39 = $58.50.) Eligible mileage reimbursement cannot exceed the Federal mileage rate.
Subscriptions and dues, class enrollment fees	If related to a conference or class, specify (i.e. registration). Specify the publication or organization and span of time covered. Organizational subscriptions to and dues for emergency management related organizations and publications are eligible. Individual memberships or subscriptions are not eligible.
Equipment costs, including items under $5,000 each (should be specifically identified in the budget/application)	Describe equipment purchased or leased, or describe agreement. Include leases and maintenance agreements.
Petty Cash	Explain transactions (office supplies, meeting supplies, postage, etc.)

Ineligible Expenses

1. Expenses claimed for another Federal Program	5. Construction costs
2. Expenses counted as match funds towards another Program.	6. Promotional (advertising) items or activities.
3. Response and Recovery (cannot bill for flight to oversee flood area).	7. Entertainment costs.
4. Maintenance or purchase costs related to response or recovery vehicles; only vehicles used in routine EM duties are eligible.	8 Any costs disallowed or stated as ineligible in OMB Circular A-87 or CFR 44-13

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Numbering Revisions for: a) Gunnison Co

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Due to my error in not understanding there were 3 different numbering systems for the resolutions, the numbering needs to be revised. Please see my memo in the folder for more information

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Recommend BOCC motion to authorize deputy clerk to correct scriver error and renumber subject resolutions with correct #s, record corrected resolutions and reflect recorded reception numbers in minutes for this meeting. MRH 12.16.21

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/16/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 3

Agenda Date: 12/21/2021

Revised April 2015

Gunnison County Administration
Phone: (970) 641-0248 • Fax: (970) 641-3061
www.GunnisonCounty.org

TO: **Board of County Commissioners**
Matthew Birnie, County Manager

FROM: **Melanie Bollig**
Deputy County Clerk for the Board of County Commissioners

DATE: **December 16, 2021**

SUBJECT: **12/14/2021 - Special Meeting Resolutions Numbering**

This is to let you know that I inadvertently assigned incorrect numbering for the resolutions which were approved by the Board on 12/14/2021. Since the meeting, I have learned that the resolutions for the Gunnison County Housing Authority and the Gunnison River Valley Local Marketing District each require a different numbering system.

Because of this, I am asking the Board to recognize/approve this change at their 12/21/2021 meeting, with the changes in resolution numbering to be recorded as follows (Note: there are no changes to the resolutions themselves):

1. Gunnison County Housing Authority Resolutions
   a) Resolution # 2021-38 – **revised to 2021-002**: A Resolution Adopting a Budget for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022
   b) Resolution # 2021-39 – **revised to 2021-003**: A Resolution Appropriating Revenues for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2022, and Ending December 31, 2022

2. Gunnison River Valley Local Marketing District Special Meeting
   a) Resolution # 2021-40 – **revised to 2021-1**: A Resolution Adopting a Budget for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2022, and Ending December 31, 2022
   c) Resolution # 2021-41 – **revised to 2021-2**: A Resolution Appropriating Revenues for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2022, and Ending December 31, 2022

3. Gunnison County Board of County Commissioners
   a) Resolution # 2021-42 – **revised to 2021-38**: A Resolution Adopting a Budget for the County of Gunnison, Colorado, for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022
   b) Resolution # 2021-43 – **revised to 2021-39**: A Resolution Appropriating Revenues of the County of Gunnison, Colorado, for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022
   c) Resolution # 2021-44 – **revised to 2021-40**: A Resolution Setting the Mill Levy for the County of Gunnison, Colorado, for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022
   d) Resolution # 2021-45 – **revised to 2021-41**: A Resolution Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado, for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for December 21, 2021
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(Remote Option, Below)

- Call to Order at 10:40 am
- Agenda Review
- Minutes Approvals:
  - October 19, 2021
- 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. Memorandum of Understanding between Hinsdale County and Prowers County; Hot Line Calls for Child and Adult Protection
- 2022 County Merit System Certification
- Program Updates:
  - Senior Resource and Adult Protective Services Updates
- Colorado Counties Inc. (CCI) Voting Member Delegation
- Next Meeting: February 15, 2022
- Adjourn at 11:10 am

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

ZOOM MEETING DETAILS:

Join Zoom Meeting
https://us02web.zoom.us/j/88336680665?pwd=MVhiUzlBZnRrNjdma0JoUllXUzRaUT09

Meeting ID: 883 3668 0665
Passcode: 149941
One tap mobile
+16699006833,,88336680665#,,,,*149941# US (San Jose)
+12532158782,,88336680665#,,,,*149941# US (Tacoma)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: October 19, 2021 HS Meeting

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 10/19 Board of Human Services meeting.

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/17/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/21/2021

Revised April 2015

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
October 19, 2021

The October 19, 2021 meeting of the Gunnison/Hinsdale Board of Human Services was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Commissioner
Liz Smith, Commissioner
Greg Levine, Hinsdale Co. Commissioner [ABSENT]

Joni Reynolds, Health and Human Services Director
Matthew Birnie, County Manager
Melanie Bollig, Clerk to the Board
Dr. John Tarr, Medical Health Officer
Other Persons Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the meeting to order at 10:02 am.

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

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the August 17, 2021 meeting minutes, as presented. Motion carried unanimously.
1. August 17, 2021 Meeting Minutes

FINANCE UPDATE: Gunnison/Hinsdale DHS Financial Report – Period Ending August 31, 2021. Senior Accountant Kelly Weak was unable to present the report that day, but had sent the financial report ahead of time for the Board's review. With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to accept the Gunnison/Hinsdale DHS Financial Report, as present, and to authorize the Chair's signature. Motion carried unanimously.

PROGRAM UPDATES:

1. Family First Implementation and Child Welfare Services. Child and Family Services Manager Marilyn Cheevers was present via Zoom to present the update. She explained to the Board that the Family First program is a federal program put in place to reframe child welfare services across the country. She noted that from February 9, 2018 on, the program redirected funding from out-of-home placement to preventative services. This was based on findings that showed out-of-home placement was not conducive to better outcomes for children. From these studies, the federal government decided to encourage funding for solutions that kept the children in the homes where possible. For those that are outside the home, they put emphasis on getting the correct treatment and therapy quickly, with the objective of placement back into the home in a much shorter time period, if possible. Marilyn then outlined the processes which Gunnison County Child and Family Services use for assessment and placement, depending upon the situation, and the programs which are available in Gunnison County. She added that it was difficult in Gunnison to sometimes get the children the treatment they need, as the doctors available are often booked solid; however, the caseworkers were diligently making sure that they coordinate with both doctors and families in order to ensure the children are getting the help they need.

   Parenting classes were also discussed, noting the largely popular "Live & Logic" program that gave a short time commitment, along with practical hands-on parenting advice that could be put to use right away. This program was noted as not being approved in the federal clearing house, but that the program which was approved, "Nurturing Parenting," was not as well-attended. HHS Director Joni Reynolds added that this latter program was more of a therapeutic program which required a much longer time commitment of 15 weeks, and therefore not as easy to get people interested in committing to the program. Further discussion addressed issues such as: how funding would come to the smaller counties, the need for bi-lingual teachers for the programs, and how the program model does not allow for parents to come in at the middle of the course.

   CFS Manager Cheevers then closed by outlining her coordination with the juvenile justice system, explaining the quarterly meetings that have started again since the COVID pandemic. These "Best Practices" child welfare group meetings include all who are involved with the children– the judge, guardian ad litem, and representatives from the respondent parent council, law enforcement, probation, and juvenile services. The meetings cover cross-training and identification of best practices needed for the benefit of children and their families.

NEXT MEETING: The next meeting was scheduled for December 21, 2021.

ADJOURN: Chairperson Houck adjourned the Board of Human Services meeting at 10:30 am.

DRAFT

Minutes Prepared By:

_____
Melanie Bollig, Clerk to the Board

Minutes Approved October 19, 2021:

_____
Jonathan Houck, Chairperson

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding between Hinsdale Count

Action Requested: Other Board of Human Services

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Signatures needed for Prowers County to cover after hours and holiday Hot Line calls for child and adult protection calls. Gunnison would still respond as needed

Fiscal Impact:

Submitted by: Marilyn Cheever **Submitter's Email Address:** marilyn.cheever@state.co.us

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 12/13/2021

County Attorney Review: (•) Required ( ) Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: Discharge Date: 12/8/2021 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/14/2021

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/21/2021

Revised April 2015

MEMORANDUM OF UNDERSTANDING
Between
HINSDALE COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County'), and Hinsdale County, Colorado ("Hinsdale County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Hinsdale County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Hinsdale County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Hinsdale County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Hinsdale County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Hinsdale County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Hinsdale County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1 2022 for the period of 12 months, ending December 31, 2022.
   b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
   a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
   b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
   a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 "Other CW" calls will equal 1 report.

   a. Projected numbers of Program Area 5, Program Area 4, Institutional, "Other CW", and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Hinsdale County is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Hinsdale County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Hinsdale County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Hinsdale County may request. Hinsdale County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Hinsdale County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2022 – Dec 2022	12
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	12
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	0
Rate per Report	$ 23.00
Estimated Investment for C/W Reports	$ 0.00
Estimated number of APS reports Jan 2022 – Dec 2022	0
Rate per APS Report	$ 23.00
Estimated Investment for APS reports	$ 0.00
Total Investment for Call Coverage services	$ 0.00

6. Hinsdale County will be billed quarterly for actual number of reports taken, less the allotted reports 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN HINSDALE COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Hinsdale County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Hinsdale County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Hinsdale County. After-Hours is defined as any time outside of normal business operating hours, including week-ends and holidays.
2. All next step decisions regarding Hotline call records will be left to the discretion of Hinsdale County. Hinsdale County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Hinsdale County's Trails Inbox. HCCC will notify Hinsdale County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume

7 Rules). It will be the responsibility of Hinsdale County to check the pending queue and manage the final disposition of all records.

a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Hinsdale County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Hinsdale County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Hinsdale County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Hinsdale County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Hinsdale County main Department of Human Services number. Hinsdale County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Hinsdale County, HCCC will transfer the call to an Hinsdale County on-call designee. If the Hinsdale County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Hinsdale County will confirm receipt and update in the THA.
   a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
   b. Notification to Hinsdale County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIILITIES OF HINSDALE COUNTY

1. Hinsdale County will provide an updated list of on-call Hinsdale County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is the Hinsdale County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Hinsdale County will notify the HCCC of any special circumstances where Hinsdale County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Hinsdale County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Hinsdale County.

GENERAL PROVISIONS

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2022 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2023 providing for payment of such obligations. Hinsdale County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Human Services; 2022 County Merit System

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached. It will require signature by the Board of Human Services since it is for both Gunnison and Hinsdale Counties.

Fiscal Impact: N/A

Submitted by: Katherine Haase for Joni Reynolds **Submitter's Email Address:** jreynolds@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. HHS may want to confer with HR to ensure compliance. MRH 12.2.21

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/2/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/3/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/21/2021

Revised April 2015

COLORADO
Department of Human Services

To: County Human/Social Services Directors
From: Colorado Department of Human Services
Date: 11/22/2021
Re: 2022 County Merit System Certification

This letter serves as a reminder that the County Department of Human/Social Services is required by 9 CCR 2502-1 ("Volume 2") Rule 2.210 that each county shall annually submit to the Colorado Department of Human Services a certification that the criteria in Rule 2.200 are being maintained by the County Department of Human/Social Services. This certification must be received as prescribed by the Department by January 1 of each year. The certification must be validated by the county board of commissioners or designee.

The Volume 2 rules regarding the County Personnel and Merit System requirements can be accessed at https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=583&fileName=9%20CCR%202502-1. Please submit your certifications to the CDHS County Liaisons, 1575 Sherman Street, 8th Floor, Denver, CO 80203, or via email to nicole.miera@state.co.us or laura.miller1@state.co.us. Thank you for your assistance!

Enclosure

cc: Anne Marie, Deputy Executive Director of Community Partnerships
Sarah Lipscomb, CDHS Director of Operations, Community Partnerships
Nicole Miera, CDHS County Liaison, Executive Director
Laura Miller, CDHS County Liaison Supervisor, Office Community Partnerships

CDHS Certification of Compliance – Year 2022
County Personnel and Merit System

Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., and 9 CCR 2502-1 Rule 2.200:

A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.

B. The system shall provide equitable and adequate compensation.

C. The employees shall be trained as needed to assure high quality of performance.

D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.

E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.

F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

___Gunnison & Hinsdale__ County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting year 2022 and has a personnel system in place for the next calendar year to assure continuing compliance. The person signing below is authorized to undertake this certification.

The County Director is exempt from the County Merit System per the Transitional Plan submitted to the Colorado Department of Human Services. ☐ Yes ☒ No

By:

_____	December 21, 2021
Signature	Date
Jonathan Houck	Chairperson
Print Name	Title

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Counties, Inc. (CCI) 2022 Steering Commit

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

2022 Steering Committee Proxy designation required for Health and Human Services

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/14/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 12/21/2021

Revised April 2015

COLORADO COUNTIES, INC.
Educate · Advocate · Empower

Memorandum

TO: Boards of County Commissioners

CC : County Managers & Administrators

FROM : Katie First, CCI

DATE : December 9, 2021

SUBJECT : **2022 Steering Committee Proxies**

Per CCI's Bylaws, each county may designate a county staff member to serve as proxy; they are permitted to vote during steering committee meetings in the absence of a county commissioner. It is important to designate your county proxy to ensure a 65% majority is reached on votes and to complete a proper audit of votes.

This proxy:

- must be **designated annually** by the Board of County Commissioners
- may only vote for the **designated committee(s)**
- is **not permitted to vote for another county**
- is **not permitted to vote on Steering Committee Leadership Elections** (which will occur during the January 27 – 28 meetings).

Proxy forms are not needed for commissioners, only county staff; however, please complete one form for each designee.

To appoint your county proxy, complete the attached form and return by Friday, January 21, 2022 to Katie First at kfirst@ccionline.org. Should you have any questions, Katie can be reached at 303-861-4076.

CCI Bylaws: Article V, Voting Privileges

Section 3. Voting By Proxy. Voting by proxy is allowed at any steering, advisory or ad hoc committee meeting or meetings of sections appointed by the Board of Directors provided that the chair of the board of county commissioners or the city and county equivalent designate at least annually the proxy in writing to the Executive Director. A person so designated may cast a maximum of one vote at any steering, advisory or ad hoc committee meeting or Board appointed section meeting. Proxy voting is otherwise allowed at any other meeting only to the extent otherwise authorized herein, such as expressed by Section 5 of this Article, below. Notwithstanding any other provision of these bylaws, proxy voting for another county is not permitted in the selection of individuals to serve in leadership positions, including CCI officers, board representatives, steering committee chairs and vice-chairs, and district presidents and vice-presidents.

COLORADO COUNTIES, INC.
Educate · Advocate · Empower

2022 Steering Committees
Designation of Proxy

A Board of County Commissioners MAY designate a county staff member to serve as proxy and vote in the event of a commissioner absence during a Steering Committee meeting

The Board of County Commissioners designates _____
(First & Last Name)

to serve as proxy on behalf of _____ county to the following
(County Name)

Steering Committee(s) during the 2022 session:

_____ Agriculture, Wildlife and Rural Affairs
_____ General Government
_____ Health and Human Services
_____ Justice and Public Safety
_____ Land Use and Natural Resources
_____ Public Lands
_____ Taxation and Finance
_____ Tourism, Resorts and Economic Development
_____ Transportation and Telecommunications

To be certified by the BOCC Chair:

Signed: _____
Board Chair

Date: _____

Contact Information of Proxy:
Counties will be contacted via e-mail regarding meeting details, including Zoom links

Name: _____

Title: _____

E-Mail: _____

Please submit to Katie First at kfirst@ccionline.org

by January 21, 2022



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: October 26, 2021 County Board of Equalization Meet

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

For your review, the minutes of the CBOE meeting on 10/26/2021.

Fiscal Impact: n/a

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/16/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/21/2021

Revised April 2015

GUNNISON COUNTY BOARD OF EQUALIZATION
MEETING MINUTES
October 26,2021

The October 26, 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
Walter Sorrentino, CBOE Hearing Officer
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

NOTICE: Please use this Sharepoint Link to see the Petitioner's and Assessor's exhibits for each case: https://gcco.sharepoint.com/:f:/s/CBOE-EXT/ElOJFuRKrOtKsnvcFMMv8G8BvjB2F-K_ZVRLBAGDqyVjvQ

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of Equalization meeting to order at 1:00 pm.

HEARING OFFICER RECOMMENDATIONS and CBOE DECISIONS FOR PROPERTIES APPEALED TO THE CBOE (arranged by Day of Hearing with the Hearing Officer):

MONDAY, OCTOBER 18TH, 2021: Chairperson Houck introduced the meeting by thanking Walter Sorrentino for his service as the Hearing Office for the Board. He then asked for Hearing Officer Sorrentino to outline the process which he used in the hearings. HO Sorrentino then explained for the Board that he would have the Assessor's Office present first, and after that, the agent or owner presented their case. He further explained that he spent time before each day's hearings looking over the information provided for each case, as the 15 minutes allotted for hearing times was not enough time to review each case.

Chairperson Houck then recommended to the Board that they look at the petitions per day and make questions or approvals per each day's recommendations. Commissioner Mason asked about the process the Hearing Officer used in looking at the comparable properties. HO Sorrentino then outlined the way in which he had evaluated both the assessor's and the petitioner's comparable properties. With no further questions from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Smith, to ratify and approve the recommended Hearing Officer decisions for CBOE petition numbers 2, 14, 15, 18, 17, 20, 4, 5, 8, 23, 3, 25, 44, and 46, as presented. Motion carried unanimously.

1. CBOE #2; R011483; Robert Arthur Wooster:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
50,090	50,090	43,690	DENY	50,090	DENY	50,090

2. CBOE #14; R033634; Daniel J Hoffelder:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
17,110	11,980	5,940	ADJUST	11,980	ADJUST	11,980

3. CBOE #15; R071196; Daniel J Hoffelder:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
47,520	28,510	11,880	ADJUST	28,510	ADJUST	28,510

4. CBOE #18; R070891; Warren O Wilcox:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
101,210 (VAC)	101,920 (RES)	45,000	ADJUST	101,920 (RES)	ADJUST	101,920 (RES)

5. CBOE #17; R008905; Warren O Wilcox:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
177,490	105,440	138,220	ADJUST	105,440	ADJUST	105,440

6. CBOE #20; R016358; Dennis R Hoover:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
297,620	297,620	255,000	ADJUST	277,500	ADJUST	277,500

7. CBOE #4; R011709; Kathleen T Michaud:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
274,340	274,340	235,000	ADJUST	235,000	ADJUST	235,000

8. CBOE #5; R012458; Kathleen T Michaud:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
24,500	24,500	12,250	DENY	24,500	DENY	24,500

9. CBOE #8; R011856; Joseph W West:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
339,850	339,850	287,550	DENY	339,850	DENY	339,850

10. CBOE #23; R033615; Thomas Hale Stockton:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
493,540	493,540	297,626	DENY	493,540	DENY	493,540

11. CBOE #3; R009488; French Revocable Trust (William Kennin French):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
588,710	628,400	497,470	DENY	588,710	DENY	588,710

12. CBOE #25; R013851; John M Rutland:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
97,790	43,040	6,000	ADJUST	25,000	ADJUST	25,000

13. CBOE #44; R040763; Swan Real Estate Management LP (Agent: Mills Ford):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
2,020,020	2,020,020	1,405,690	DENY	2,020,020	DENY	2,020,020

14. CBOE #46; R012052; Flying W Land & Cattle Co LLC:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
1,185,420	1,185,420	650,000	DENY	1,185,420	DENY	1,185,420

WEDNESDAY, October 20th, 2021: Commissioner Smith asked about CBOE petitions 55-60, CB Majestic Properties LLC, and the reason for their adjustments. Hearing Officer Sorrentino explained they were deed restricted, and he used the sale of a comparable condominium unit that was not deed restricted (as no deed restricted comparable could be found) in order to adjust the valuation for these units.

With no further questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to ratify and approve the recommended Hearing Officer decisions for CBOE petition numbers 47, 48, 49, 7, 21, 19, 26, 32, 28, 30, 55, 56, 57, 58, 59, and 60, as presented. Motion carried unanimously.

1. CBOE #47; R073384; APT Gunnison LLC:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
1,074,300 (VAC)	1,432,130 (RES)	581,550	ADJUST	1,432,130 (RES)	ADJUST	1,432,130 (RES)

2. CBOE #48; R073440; APT Gunnison LLC:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
305,540 (VAC)	598,990 (RES)	164,810	ADJUST	598,990 (RES)	ADJUST	598,990 (RES)

3. CBOE #49; R007136; Guy H Morgan Jr:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
207,530	207,530	10,000	ADJUST	83,000	ADJUST	83,000

4. CBOE #7; R001881; Richard A Dorn:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
482,950	482,950	300,000	DENY	482,950	DENY	482,950

5. CBOE #21; R043635; Mark D Pike:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
601,740	618,450	505,000	ADJUST	618,450	ADJUST	618,450

6. CBOE #19; R010284; William G Stehlin:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
76,890	61,330	45,000	ADJUST	61,330	ADJUST	61,330

7. CBOE #26; R010281; Jean Louise Gilmore:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
94,680	75,330	60,000	ADJUST	75,330	ADJUST	75,330

8. CBOE #32; R071036; Kim D Barz:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
238,750	208,810	210,000	ADJUST	208,810	ADJUST	208,810

9. CBOE #28; R002867; David F Dolan:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
1,239,880	1,248,430	1,222,000	ADJUST	1,248,430	ADJUST	1,248,430

10. CBOE #30; R003468; Gothic Ave Joint Venture (Rep: Jim Starr):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
1,132,510	1,132,510	1,050,000	ADJUST	1,145,620	ADJUST	1,145,620

11. CBOE #55; R033163; CB Majestic Properties LLC (Agent: Michael C Dawson LLC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
368,700	368,700	251,600	ADJUST	296,000	ADJUST	296,000

12. CBOE #56; R033906; CB Majestic Properties LLC (Agent: Michael C Dawson LLC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
398,190	398,190	285,260	ADJUST	335,600	ADJUST	335,600

13. CBOE #57; R026959; CB Majestic Properties LLC (Agent: Michael C Dawson LLC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
387,270	387,270	272,680	ADJUST	320,800	ADJUST	320,800

14. CBOE #58; R003450; CB Majestic Properties LLC (Agent: Michael C Dawson LLC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
401,030	401,030	289,340	ADJUST	340,400	ADJUST	340,400

15. CBOE #59; R033898; CB Majestic Properties LLC (Agent: Michael C Dawson LLC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
367,800	367,800	249,220	ADJUST	293,200	ADJUST	293,200

16. CBOE #60; R033899; CB Majestic Properties LLC (Agent: Michael C Dawson LLC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
400,180	400,180	287,980	ADJUST	338,800	ADJUST	338,800

THURSDAY, October 21st, 2021: With no questions from the Board, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to ratify and approve the recommended Hearing Officer decisions for CBOE petition numbers 9, 43, 6, 24, 27, 34, 36, 31, 45, 13, 35, 50, 16, and 33, as presented. Motion carried unanimously.

1. CBOE #9; R072842; Kimberly E Lord:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
741,310	601,460	550,000	ADJUST	550,000	ADJUST	550,000

2. CBOE #43; R072845; Richard Wayne Bischoff:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
741,310	601,460	545,900	ADJUST	550,000	ADJUST	550,000

3. CBOE #6; R031980; Andrew Knox:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
1,230,090	1,082,090	1,060,000	ADJUST	1,082,090	ADJUST	1,082,090

4. CBOE #24; R032146; Keith L Pearen:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
2,045,420	2,045,420	1,670,000	ADJUST	1,720,000	ADJUST	1,720,000

5. CBOE #27; R015561; Brian Hines (Agent: Elizabeth P Appleton, Attorney):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
1,893,170	1,893,170	1,694,686	DENY	1,893,170	DENY	1,893,170

6. CBOE #34; R015589; Cesario Family Trust (Agent: Elizabeth P Appleton, Attorney):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
1,886,260	1,886,260	1,550,000	DENY	1,886,260	DENY	1,886,260

7. CBOE #36; R040557; Christopher J Kaskow:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
1,568,020	1,568,020	1,188,000	DENY	1,568,020	DENY	1,568,020

8. CBOE #31; R045431; David A Esposito:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
4,279,440	3,335,460	2,995,608	ADJUST	3,335,460	ADJUST	3,335,460

9. CBOE #45; R005392; Robert M Carter:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
806,550	806,550	770,000	ADJUST	790,000	ADJUST	790,000

10. CBOE #13; R043097; Scott Dobias:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
166,690	166,690	135,000	DENY	166,690	DENY	166,690

11. CBOE #35; R025574; Martha G Walton (Agent: Ralph Walton):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
975,510	877,960	762,000	ADJUST	877,960	ADJUST	877,960

12. CBOE #50; R005499; Stuart M Crow (Agent: Ryan LLC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
426,740	426,740	398,700	DENY	426,740	DENY	426,740

13. CBOE #16; R017640; James D Scott:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
174,970	174,970	None given	DENY	174,970	DENY	174,970

14. CBOE #33; R009847; Scott D Sherwood:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
461,360	382,480	300,000	ADJUST	382,480	ADJUST	382,480

FRIDAY, October 22nd, 2021: Commissioner Smith asked Hearing Officer Sorrentino for insight into the recommended increase in value for CBOE petition #29. HO Sorrentino noted that he had not understood why this particular petition had been filed – why the petitioner's request had been for approximately $140,000 less than their actual purchase of the property. He also noted that there was no information or evidence brought by the agent representing the petitioner to support his valuation. HO Sorrentino based his recommendation off the sale price of the property in 2015, and adjusted it for time trend appreciation.

The Board also went over the assessments for CBOE #51, Boxer F2 LP, which had formerly been the Elevation Hotel and was split into 280 individual condominium units. Hearing Officer Sorrentino noted how unusual this was, adding that a local market may not be able to support 280 ski-in/ski-out hotel rooms, but that it could certainly be supported as condominiums for the area. Overall, he felt that the petitioner's appraisal did not measure the unique characteristics of that property, also explaining that the agents for the petitioner had rejected Vail and Beaver Creek as comparable, citing them as superior, but had offered as comparable, hotel/condominiums examples in Phoenix and Mesa, Arizona, and in Kansas City, Missouri – areas that HO Sorrentino did feel were at all comparable to a ski resort area.

With no further questions from the Board, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to ratify and approve the recommended Hearing Officer decisions for CBOE petition numbers 37, 38, 40, 42, 52, 53, 54, 1, 10, 11, 29, 12, 22, and 51, as presented. Motion carried unanimously.

1. CBOE #37; R003169; Elk Ave Partners LLC (Agent: Downey & Associates, PC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
2,074,940	1,641,060	1,295,000	ADJUST	1,641,060	ADJUST	1,641,060

2. CBOE #38; R003352; Elk Ave Partners LLC (Agent: Downey & Associates, PC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
2,956,300	3,632,530	2,185,123	DENY	2,956,300	DENY	2,956,300

3. CBOE #40; R003354; Elk Ave Partners LLC (Agent: Downey & Associates, PC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
2,950,870	2,950,870	1,786,000	DENY	2,950,870	DENY	2,950,870

4. CBOE #42; R003216; Coal Creek Investments LLC (Agent: Downey & Associates, PC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
1,191,740	1,191,740	795,000	DENY	1,191,740	DENY	1,191,740

5. CBOE #52; R032099; CB Majestic Properties LLC (Agent: Michael C Dawson LLC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
1,183,200	1,183,200	850,439	DENY	1,183,200	DENY	1,183,200

6. CBOE #53; R033900; CB Majestic Properties LLC (Agent: Michael C Dawson LLC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
238,600	238,600	160,207	ADJUST	227,800	ADJUST	227,800

7. CBOE #54; R033901; CB Majestic Properties LLC (Agent: Michael C Dawson LLC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
165,760	165,760	117,285	ADJUST	151,360	ADJUST	151,360

8. CBOE #1; R070767; Kelley Building LLC (Rep: Flor Lutin):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
846,010	846,010	495,000	DENY	846,010	DENY	846,010

9. CBOE #10; R002246; Navid Navidi:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
1,788,150	1,788,150	885,810	ADJUST	1,008,000	ADJUST	1,008,000

10. CBOE #11; R002247; Navid Navidi:

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
765,680	765,680	553,640	ADJUST	575,620	ADJUST	575,620

11. CBOE #29; R001521; CWC Holdings LLC (Agent: Michael Greckel):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
805,310	805,310	667,240	ADJUST	871,200	ADJUST	871,200

12. CBOE #12; R002077; Safeway Stores Inc (Agent: 1st Net Real Estate Services Inc):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
2,168,140	2,168,140	1,850,000	ADJUST	1,976,020	ADJUST	1,976,020

13. CBOE #22; R044070; Gunnison Wolf QOF LLC (Agent: Hayden Porter):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
794,280	794,280	600,000	ADJUST	681,620	ADJUST	681,620

14. CBOE #51; R044717 + 279 Others (See attached list after Zoom meeting details); Boxer F2 LP (Agent: Ryan LLC):

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
19,919,630	19,919,630	10,400,000	DENY	19,919,630	DENY	19,919,630

Individual determinations for CBOE #51 (280 Properties) were as follows:

ACCOUNT#	PARCEL#	LEGAL DESCRIPTION	CLASS	VALUE
R044698	317726145001	UNIT C-P101, ELEVATION CONDOMINIUMS, MT CB	Commercial	572,460
R044699	317726145002	UNIT C-P102, ELEVATION CONDOMINIUMS, MT CB	Commercial	575,640
R044701	317726145004	UNIT C-ML06, ELEVATION CONDOMINIUMS, MT CB	Commercial	903,830
R044702	317726145005	UNIT C-ML07, ELEVATION CONDOMINIUMS, MT CB	Commercial	247,100
R044703	317726145006	UNIT C-ML08, ELEVATION CONDOMINIUMS, MT CB	Commercial	1,695,530
R044704	317726145007	UNIT C-ML09, ELEVATION CONDOMINIUMS, MT CB	Commercial	503,210
R044705	317726145008	UNIT C-P202, ELEVATION CONDOMINIUMS, MT CB	Commercial	509,050
R044706	317726145009	UNIT C-P204, ELEVATION CONDOMINIUMS, MT CB	Commercial	1,055,940
R044707	317726145010	UNIT C-P205, ELEVATION CONDOMINIUMS, MT CB	Commercial	516,500
R044708	317726145011	UNIT C-P206, ELEVATION CONDOMINIUMS, MT CB	Commercial	505,370
R044709	317726145012	UNIT C-101, ELEVATION CONDOMINIUMS, MT CB	Commercial	1,095,220
R044710	317726145013	UNIT C-102, ELEVATION CONDOMINIUMS, MT CB	Commercial	2,099,780
R044711	317726145014	UNIT C-103, ELEVATION CONDOMINIUMS, MT CB	Commercial	998,450
R044712	317726145015	UNIT C-104, ELEVATION CONDOMINIUMS, MT CB	Commercial	168,430
R044713	317726145016	UNIT C-201, ELEVATION CONDOMINIUMS, MT CB	Commercial	314,610
R044714	317726145017	UNIT C-202, ELEVATION CONDOMINIUMS, MT CB	Commercial	497,510

ACCOUNT#	PARCEL#	LEGAL DESCRIPTION	CLASS	VALUE
R044715	317726145018	UNIT C-203, ELEVATION CONDOMINIUMS, MT CB	Commercial	1,090,170
R044716	317726145019	UNIT C-204, ELEVATION CONDOMINIUMS, MT CB	Commercial	208,990
R044717	317726100122	IMPROVEMENT ONLY: EMPLOYEE UNITS, ELEVATION CONDOMINIUMS,	Residential	563,200
R044718	317726145020	UNIT 101, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044719	317726145021	UNIT 102, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044720	317726145022	UNIT 103, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044721	317726145023	UNIT 104, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044722	317726145024	UNIT 105, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044723	317726145025	UNIT 106, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044724	317726145026	UNIT 107, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044725	317726145027	UNIT 108, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044726	317726145028	UNIT 109, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044727	317726145029	UNIT 110, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044728	317726145030	UNIT 111, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044729	317726145031	UNIT 112, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044730	317726145032	UNIT 113, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044731	317726145033	UNIT 114, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044732	317726145034	UNIT 115, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044733	317726145035	UNIT 116, ELEVATION CONDOMINIUMS, MT CB	Commercial	36,490
R044734	317726145036	UNIT 117, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044735	317726145037	UNIT 118, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044736	317726145038	UNIT 201, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044737	317726145039	UNIT 202, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044738	317726145040	UNIT 203, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044739	317726145041	UNIT 204, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044740	317726145042	UNIT 205, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044741	317726145043	UNIT 206, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044742	317726145044	UNIT 207, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044743	317726145045	UNIT 208, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044744	317726145046	UNIT 209, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044745	317726145047	UNIT 210, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044746	317726145048	UNIT 211, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044747	317726145049	UNIT 212, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044748	317726145050	UNIT 213, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044749	317726145051	UNIT 214, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044750	317726145052	UNIT 215, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044751	317726145053	UNIT 216, ELEVATION CONDOMINIUMS, MT CB	Commercial	36,490
R044752	317726145054	UNIT 217, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044753	317726145055	UNIT 218, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044754	317726145056	UNIT 249, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044755	317726145057	UNIT 250, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044756	317726145058	UNIT 251, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044757	317726145059	UNIT 252, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044758	317726145060	UNIT 253, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044759	317726145061	UNIT 254, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044760	317726145062	UNIT 255, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044761	317726145063	UNIT 256, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044762	317726145064	UNIT 257, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044763	317726145065	UNIT 258, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044764	317726145066	UNIT 259, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044765	317726145067	UNIT 301, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044766	317726145068	UNIT 302, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044767	317726145069	UNIT 303, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044768	317726145070	UNIT 304, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044769	317726145071	UNIT 305, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044770	317726145072	UNIT 306, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044771	317726145073	UNIT 307, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044772	317726145074	UNIT 308, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044773	317726145075	UNIT 309, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044774	317726145076	UNIT 310, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044775	317726145077	UNIT 311, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044776	317726145078	UNIT 312, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044777	317726145079	UNIT 313, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044778	317726145080	UNIT 314, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044779	317726145081	UNIT 315, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044780	317726145082	UNIT 316, ELEVATION CONDOMINIUMS, MT CB	Commercial	36,490
R044781	317726145083	UNIT 317, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160

ACCOUNT#	PARCEL#	LEGAL DESCRIPTION	CLASS	VALUE
R044782	317726145084	UNIT 318, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044783	317726145085	UNIT 319, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044784	317726145086	UNIT 320, ELEVATION CONDOMINIUMS, MT CB	Commercial	17,680
R044785	317726145087	UNIT 321, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044786	317726145088	UNIT 322, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044787	317726145089	UNIT 323, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044788	317726145090	UNIT 324, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044789	317726145091	UNIT 325, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044790	317726145092	UNIT 326, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044791	317726145093	UNIT 327, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044792	317726145094	UNIT 328, ELEVATION CONDOMINIUMS, MT CB	Commercial	17,680
R044793	317726145095	UNIT 329, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044794	317726145096	UNIT 330, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,700
R044795	317726145097	UNIT 331, ELEVATION CONDOMINIUMS, MT CB	Commercial	21,310
R044796	317726145098	UNIT 332, ELEVATION CONDOMINIUMS, MT CB	Commercial	17,680
R044797	317726145099	UNIT 333, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044798	317726145100	UNIT 334, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044799	317726145101	UNIT 335, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044800	317726145102	UNIT 336, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044801	317726145103	UNIT 337, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044802	317726145104	UNIT 338, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044803	317726145105	UNIT 339, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044804	317726145106	UNIT 340, ELEVATION CONDOMINIUMS, MT CB	Commercial	17,680
R044805	317726145107	UNIT 341, ELEVATION CONDOMINIUMS, MT CB	Commercial	38,060
R044806	317726145108	UNIT 342, ELEVATION CONDOMINIUMS, MT CB	Commercial	33,360
R044807	317726145109	UNIT 343, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044808	317726145110	UNIT 344, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044809	317726145111	UNIT 345, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044810	317726145112	UNIT 346, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044811	317726145113	UNIT 347, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044812	317726145114	UNIT 348, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044813	317726145115	UNIT 349, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044814	317726145116	UNIT 350, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044815	317726145117	UNIT 351, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044816	317726145118	UNIT 352, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044817	317726145119	UNIT 353, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044818	317726145120	UNIT 354, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044819	317726145121	UNIT 355, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044820	317726145122	UNIT 356, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044821	317726145123	UNIT 357, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044822	317726145124	UNIT 358, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044823	317726145125	UNIT 359, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044824	317726145126	UNIT 401, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044825	317726145127	UNIT 402, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044826	317726145128	UNIT 403, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044827	317726145129	UNIT 404, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044828	317726145130	UNIT 405, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044829	317726145131	UNIT 406, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044830	317726145132	UNIT 407, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044831	317726145133	UNIT 408, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044832	317726145134	UNIT 409, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044833	317726145135	UNIT 410, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044834	317726145136	UNIT 411, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044835	317726145137	UNIT 412, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044836	317726145138	UNIT 413, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044837	317726145139	UNIT 414, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044838	317726145140	UNIT 415, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044839	317726145141	UNIT 416, ELEVATION CONDOMINIUMS, MT CB	Commercial	36,490
R044840	317726145142	UNIT 417, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044841	317726145143	UNIT 418, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044842	317726145144	UNIT 419, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044843	317726145145	UNIT 420, ELEVATION CONDOMINIUMS, MT CB	Commercial	17,680
R044844	317726145146	UNIT 421, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044845	317726145147	UNIT 422, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044846	317726145148	UNIT 423, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044847	317726145149	UNIT 424, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044848	317726145150	UNIT 425, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160

ACCOUNT#	PARCEL#	LEGAL DESCRIPTION	CLASS	VALUE
R044849	317726145151	UNIT 426, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044850	317726145152	UNIT 427, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044851	317726145153	UNIT 428, ELEVATION CONDOMINIUMS, MT CB	Commercial	17,680
R044852	317726145154	UNIT 429, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044853	317726145155	UNIT 430, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,700
R044854	317726145156	UNIT 431, ELEVATION CONDOMINIUMS, MT CB	Commercial	21,310
R044855	317726145157	UNIT 432, ELEVATION CONDOMINIUMS, MT CB	Commercial	17,680
R044856	317726145158	UNIT 433, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044857	317726145159	UNIT 434, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044858	317726145160	UNIT 435, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044859	317726145161	UNIT 436, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044860	317726145162	UNIT 437, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044861	317726145163	UNIT 438, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044862	317726145164	UNIT 439, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044863	317726145165	UNIT 440, ELEVATION CONDOMINIUMS, MT CB	Commercial	17,680
R044864	317726145166	UNIT 441, ELEVATION CONDOMINIUMS, MT CB	Commercial	38,060
R044865	317726145167	UNIT 442, ELEVATION CONDOMINIUMS, MT CB	Commercial	33,360
R044866	317726145168	UNIT 443, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044867	317726145169	UNIT 444, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044868	317726145170	UNIT 445, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044869	317726145171	UNIT 446, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044870	317726145172	UNIT 447, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044871	317726145173	UNIT 448, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044872	317726145174	UNIT 449, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044873	317726145175	UNIT 450, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044874	317726145176	UNIT 451, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044875	317726145177	UNIT 452, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044876	317726145178	UNIT 453, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044877	317726145179	UNIT 454, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044878	317726145180	UNIT 455, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044879	317726145181	UNIT 456, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044880	317726145182	UNIT 457, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044881	317726145183	UNIT 458, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044882	317726145184	UNIT 459, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044883	317726145185	UNIT 501, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044884	317726145186	UNIT 502, ELEVATION CONDOMINIUMS, MT CB	Commercial	31,880
R044885	317726145187	UNIT 503, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044886	317726145188	UNIT 504, ELEVATION CONDOMINIUMS, MT CB	Commercial	34,470
R044887	317726145189	UNIT 505, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044888	317726145190	UNIT 506, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044889	317726145191	UNIT 507, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044890	317726145192	UNIT 508, ELEVATION CONDOMINIUMS, MT CB	Commercial	19,160
R044891	317726145193	UNIT 509, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044892	317726145194	UNIT 510, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044893	317726145195	UNIT 511, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044894	317726145196	UNIT 512, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044895	317726145197	UNIT 513, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044896	317726145198	UNIT 514, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044897	317726145199	UNIT 515, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044898	317726145200	UNIT 516, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	36,490
R044899	317726145201	UNIT 517, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044900	317726145202	UNIT 518, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044901	317726145203	UNIT 519, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044902	317726145204	UNIT 520, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	17,680
R044903	317726145205	UNIT 521, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044904	317726145206	UNIT 522, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044905	317726145207	UNIT 523, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044906	317726145208	UNIT 524, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044907	317726145209	UNIT 525, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044908	317726145210	UNIT 526, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044909	317726145211	UNIT 527, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044910	317726145212	UNIT 528, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	17,680
R044911	317726145213	UNIT 529, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044912	317726145214	UNIT 530, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	34,700
R044913	317726145215	UNIT 531, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	21,310
R044914	317726145216	UNIT 532, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	17,680
R044915	317726145217	UNIT 533, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044916	317726145218	UNIT 534, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160

ACCOUNT#	PARCEL#	LEGAL DESCRIPTION	CLASS	VALUE
R044917	317726145219	UNIT 535, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044918	317726145220	UNIT 536, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044919	317726145221	UNIT 537, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044920	317726145222	UNIT 538, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044921	317726145223	UNIT 539, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044922	317726145224	UNIT 540, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	17,680
R044923	317726145225	UNIT 541, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	38,060
R044924	317726145226	UNIT 542, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	33,360
R044925	317726145227	UNIT 543, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044926	317726145228	UNIT 544, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044927	317726145229	UNIT 545, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044928	317726145230	UNIT 546, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044929	317726145231	UNIT 547, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044930	317726145232	UNIT 548, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044931	317726145233	UNIT 549, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044932	317726145234	UNIT 550, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044933	317726145235	UNIT 551, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044934	317726145236	UNIT 552, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044935	317726145237	UNIT 553, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044936	317726145238	UNIT 554, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044937	317726145239	UNIT 555, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044938	317726145240	UNIT 556, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	34,470
R044939	317726145241	UNIT 557, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	34,470
R044940	317726145242	UNIT 558, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	71,810
R044941	317726145243	UNIT 617, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044942	317726145244	UNIT 618, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044943	317726145245	UNIT 619, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044944	317726145246	UNIT 620, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	17,680
R044945	317726145247	UNIT 621, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044946	317726145248	UNIT 622, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044947	317726145249	UNIT 623, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044948	317726145250	UNIT 624, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044949	317726145251	UNIT 625, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044950	317726145252	UNIT 626, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044951	317726145253	UNIT 627, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044952	317726145254	UNIT 628, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	17,680
R044953	317726145255	UNIT 629, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044954	317726145256	UNIT 630, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	34,700
R044955	317726145257	UNIT 631, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	21,310
R044956	317726145258	UNIT 632, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	17,680
R044957	317726145259	UNIT 633, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044958	317726145260	UNIT 634, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044959	317726145261	UNIT 635, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044960	317726145262	UNIT 636, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044961	317726145263	UNIT 637, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044962	317726145264	UNIT 638, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044963	317726145265	UNIT 639, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044964	317726145266	UNIT 640, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	17,680
R044965	317726145267	UNIT 641, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	38,060
R044966	317726145268	UNIT 642, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	33,360
R044967	317726145269	UNIT 643, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044968	317726145270	UNIT 644, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044969	317726145271	UNIT 645, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044970	317726145272	UNIT 646, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044972	317726145274	UNIT 648, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044973	317726145275	UNIT 649, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044974	317726145276	UNIT 650, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044975	317726145277	UNIT 651, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044976	317726145278	UNIT 652, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044977	317726145279	UNIT 653, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044978	317726145280	UNIT 654, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
R044979	317726145281	UNIT 655, ELEVATION CONDOMINIUMS, MT CRESTED	Commercial	19,160
			Commercial	**19,356,430**
			Residential	**563,200**
			TOTAL	**19,919,630**

ASSESSOR RECOMMENDATIONS FOR CHANGES TO PROPERTIES NOT APPEALED TO THE CBOE: Senior Appraisal Analyst William Spicer was present to explain the recommendations for changes to the Board. He outlined the mix of reasons for property changes as: a) an adjustment was made for an appeal at the Assessor's Office level; b) due to this appeal adjustment, other comparable properties were adjusted as an equalization; c) an adjustment was made for an appeal at the Board of County Commissioner's level; d) due to this appeal adjustment, other comparable properties were adjusted as an equalization; and e) erroneous classifications or some other inconsistencies were found in the records that needed adjusting.

Senior Appraisal Analyst Alexandra Cohen then briefly noted for the Board some of the neighborhoods and economic areas which went through changes, giving reasons for change in a few instances, and noting that all the properties except two were valuation decreases. William Spicer then added that they were not required by statute to inform individuals of a decrease in value for their properties, but that they had made sure the two owners who had valuation increases were aware of this change.

After a few minutes of discussion between the Board and the two Appraisal Analysts, William Spicer and Alexandra Cohen, concerning the process of adjusting these properties before levying taxes, Commissioner Smith then **moved** to approve the adjustments recommended ty the Assessor's Office for equalization, and to attach in the minutes this list of adjustments, titled "2021 CBOE Assessor Recommended Area Changes." Commissioner Mason seconded, and the motion carried unanimously.

ADJOURN: With nothing further on the agenda, Chairperson Houck adjourned the meeting of the Gunnison County Board of Equalization at 1:45 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 EQUALIZATION TEXT INCLUSION INTO MINUTES

2021 CBOE
ASSESSOR RECOMMENDED AREA CHANGES

Account	Legal Description	Current 2021 Value		CBOE Adjusted 2021 Value		Added	Reason for Change
#		Classification	Value	Classification	Value	By	
R026289	UNIT 3, BLDG A, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$200,590	Residential	$174,430	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R026291	UNIT 2, BLDG A, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$221,870	Residential	$192,930	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R026294	UNIT 5, BLDG A, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$181,140	Residential	$157,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.

Account	Legal Description	Current 2021 Value		CBOE Adjusted 2021 Value		Added	Reason for Change
#		Classification	Value	Classification	Value	By	
R026295	UNIT 1, BLDG A, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$221,870	Residential	$192,930	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R026298	UNIT 4, BLDG A, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$181,140	Residential	$157,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R026299	UNIT 6, BLDG A, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$181,140	Residential	$157,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R026300	UNIT 7, BLDG A, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$181,140	Residential	$157,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R026301	UNIT 8, BLDG A, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$181,140	Residential	$157,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R026302	UNIT 9, BLDG A, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$180,530	Residential	$156,980	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R026534	UNIT 2, BLDG B, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$227,140	Residential	$197,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R026542	UNIT 3, BLDG B, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$227,140	Residential	$197,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R026550	UNIT 4, BLDG B, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$227,140	Residential	$197,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R026551	UNIT 1, BLDG B, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$227,140	Residential	$197,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R027147	UNIT 3, BLDG C, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$187,740	Residential	$163,250	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R027148	UNIT 4, BLDG C, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$227,140	Residential	$197,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R027149	UNIT 5, BLDG C, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$227,140	Residential	$197,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R027150	UNIT 2, BLDG C, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$226,960	Residential	$197,360	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R027152	UNIT 6, BLDG C, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$227,140	Residential	$197,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R027154	UNIT 7, BLDG C, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$227,140	Residential	$197,510	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.

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Account	Legal Description	Current 2021 Value		CBOE Adjusted 2021 Value		Added	Reason for Change
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R042478	UNIT 6, BLDG D, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$243,620	Residential	$211,850	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R042479	UNIT 5, BLDG D, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$243,620	Residential	$211,850	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R042480	UNIT 4, BLDG D, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$243,620	Residential	$211,850	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R042481	UNIT 3, BLDG D, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$243,620	Residential	$211,850	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R042482	UNIT 2, BLDG D, GUNNISON RIVER RETIREMENT COMMUNITY CONDOMINIUMS	Residential	$243,620	Residential	$211,850	AC	NBHD 160000: corrected GRRC neighborhood adjustment from 1.15 to 1 - R027151 and R042483 changed under appeal.
R002245	LOTS 1-12, BLOCK 36, WEST GUNNISON	Mixed Use	$1,823,730	Mixed Use	$1,600,270	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R002249	LOTS 9-12 & PART OF LOT 13, ISLAND ACRES SUBDIVISION NO. 2	Commercial	$2,532,300	Commercial	$2,172,620	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R002254	PART OF LOTS 22-24, BLOCK 46, WEST GUNNISON	Commercial	$586,320	Commercial	$481,960	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R002255	LOTS 17-21, BLOCK 46, WEST GUNNISON	Mixed Use	$817,860	Mixed Use	$701,020	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R002258	LOT 5 & PART OF LOT 4, ISLAND ACRES SUBDIVISION NO. 2	Mixed Use	$598,600	Mixed Use	$536,280	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R002260	LOT 3 & PART OF LOT 4, ISLAND ACRES SUBDIVISION NO. 2	Commercial	$895,970	Commercial	$755,110	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R002278	LOTS 1-7, BLOCK 10, RIO GRANDE ADDITION TO GUNNISON	Mixed Use	$1,617,050	Mixed Use	$1,394,800	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R002279	LOTS 8-15, BLOCK 10, RIO GRANDE ADDITION TO GUNNISON	Commercial	$954,960	Commercial	$848,140	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R002361	LOT 1, COTTONWOOD ACRES SUBDIVISION	Mixed Use	$692,890	Mixed Use	$685,710	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R002372	2.787 ACRES IN SECTION 2, TOWNSHIP 49N, RANGE 1W AND LOTS 2-4, COTTONWOOD ACRES SUBDIVISION	Commercial	$3,147,200	Commercial	$2,801,830	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R027463	0.92 ACRES IN SECTION 2, TOWNSHIP 49N, RANGE 1W	Commercial	$2,297,170	Commercial	$1,932,540	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R030148	LOTS 1-6, BLOCK 31, WEST GUNNISON	Commercial	$330,370	Commercial	$300,240	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R045382	IMPROVEMENT ONLY: ON PART OF LOTS 11-20, BLOCK 22 AND ADJACENT ALLEYS, WEST GUNNISON	Commercial	$31,340	Commercial	$25,430	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075

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R071457	LOTS 1-5 & 22-26 AND ADJACENT ALLEY, BLOCK 9, RIO GRANDE ADDITION TO GUNNISON	Commercial	$1,263,350	Commercial	$1,081,080	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R071579	LOTS 6-21 AND ADJACENT ALLEY, BLOCK 9, RIO GRANDE ADDITION TO GUNNISON	Commercial	$1,470,780	Commercial	$1,296,960	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R071761	TRACT D, SALMON PROPERTY BOUNDARY LINE ADJUSTMENT	Commercial	$615,910	Commercial	$532,020	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R071763	TRACT B, SALMON PROPERTY BOUNDARY LINE ADJUSTMENT	Mixed Use	$240,940	Mixed Use	$232,970	BB	NBHD 311300: COMMERCIAL W HWY 50 multiplier lowered from 1.325 to 1.075
R033502	LOT 1, PRISTINE POINT AT CRESTED BUTTE SUBDIVISION	Residential	$1,860,850	Residential	$1,228,020	MM	NBHD 617550: not updated or just entered wrong. Should be 0.85
R033503	LOT 2, PRISTINE POINT AT CRESTED BUTTE SUBDIVISION	Residential	$2,251,030	Residential	$1,464,910	MM	NBHD 617550: not updated or just entered wrong. Should be 0.85
R033504	LOT 3, PRISTINE POINT AT CRESTED BUTTE SUBDIVISION	Residential	$2,457,900	Residential	$1,590,510	MM	NBHD 617550: not updated or just entered wrong. Should be 0.85
R033508	LOT 7, PRISTINE POINT AT CRESTED BUTTE SUBDIVISION	Residential	$1,709,200	Residential	$1,155,590	MM	NBHD 617550: not updated or just entered wrong. Should be 0.85
R033510	LOT 9, PRISTINE POINT AT CRESTED BUTTE SUBDIVISION	Residential	$452,370	Residential	$392,510	MM	NBHD 617550: not updated or just entered wrong. Should be 0.85
R012740	LOT 17A, PRISTINE POINT AT CRESTED BUTTE SUBDIVISION	Residential	$866,450	Residential	$541,380	MM	NBHD 617550: not updated or just entered wrong. Should be 0.85
R033834	LOT 17B, PRISTINE POINT AT CRESTED BUTTE SUBDIVISION	Residential	$1,105,910	Residential	$686,760	MM	NBHD 617550: not updated or just entered wrong. Should be 0.85
R013168	UNIT 1, BLDG A, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$391,330	Residential	$352,200	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)
R013169	UNIT 2, BLDG A, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$669,180	Residential	$602,260	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)
R013170	UNIT 1, BLDG B, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$417,680	Residential	$375,910	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)
R013171	UNIT 3, BLDG B, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$417,680	Residential	$375,910	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)
R013172	UNIT 1, BLDG C, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$457,380	Residential	$411,650	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)
R013174	UNIT 1, BLDG D, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$416,270	Residential	$374,640	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)
R013176	UNIT 2, BLDG B, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$528,420	Residential	$475,580	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)
R013177	UNIT 4, BLDG B, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$528,620	Residential	$475,760	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)
R013178	UNIT 2, BLDG C, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$567,360	Residential	$510,620	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)
R013179	UNIT 4, BLDG C, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$567,360	Residential	$510,620	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)
R013180	UNIT 2, BLDG D, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$569,260	Residential	$512,340	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)

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R013181	UNIT 4, BLDG D, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$569,260	Residential	$512,340	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)
R033905	UNIT 1A, BLDG A, HIGH VALLEY CONDOMINIUMS, RIVERBEND	Residential	$438,920	Residential	$395,020	AC	NBHD 662200: should have been 0.9, not 1 (wrong inventory on sales)
R007132	LOT 78, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$510,260	Mixed Use	$389,670	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R007309	LOT 5, WILDERNESS STREAMS SUBDIVISION, FILING NO. 1	Residential	$446,550	Residential	$370,400	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R007591	LOT 55, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$575,600	Mixed Use	$449,770	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R007597	LOT 33, WILDERNESS STREAMS SUBDIVISION, FILING NO. 22	Mixed Use	$559,330	Mixed Use	$424,730	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R007630	LOT 65, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$719,490	Mixed Use	$552,540	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R007739	LOT 45, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$531,210	Mixed Use	$418,080	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R007755	LOT 6, WILDERNESS STREAMS SUBDIVISION, FILING NO. 1	Residential	$642,990	Residential	$510,700	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R007833	LOT 74, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$537,490	Mixed Use	$409,120	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R007846	LOT 19, WILDERNESS STREAMS SUBDIVISION, FILING NO. 1	Residential	$667,140	Residential	$527,960	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R007886	LOT 53, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$1,163,360	Mixed Use	$869,990	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R007913	LOT 24, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$429,620	Mixed Use	$332,050	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R007979	LOT 48, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$606,780	Mixed Use	$472,470	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R007980	LOTS 10 & 11, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$237,170	Mixed Use	$194,820	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008015	LOT 58, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$584,230	Mixed Use	$455,940	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008047	LOT 3, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$1,015,280	Mixed Use	$750,830	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008138	LOTS 61 & 62, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$797,460	Mixed Use	$608,320	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008169	LOT 9, WILDERNESS STREAMS SUBDIVISION, FILING NO. 1	Residential	$627,850	Residential	$499,900	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008199	LOT 26, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$321,720	Mixed Use	$254,990	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.

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R008212	LOT 39, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$583,260	Mixed Use	$441,820	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008259	LOT 79, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$464,940	Mixed Use	$357,450	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008295	LOT 82, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$767,640	Mixed Use	$573,650	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008365	TRACT B, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$526,270	Mixed Use	$401,090	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008375	LOT 34, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$220,040	Mixed Use	$195,820	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008419	LOT 25, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$622,380	Mixed Use	$469,730	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008473	LOT 22, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$511,790	Mixed Use	$390,800	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008475	LOT 9A, WILDERNESS STREAMS SUBDIVISION, FILING NO. 1	Residential	$517,170	Residential	$420,840	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008512	LOT 14, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$411,480	Mixed Use	$319,250	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008544	LOTS 3 & 4, WILDERNESS STREAMS SUBDIVISION, FILING NO. 1	Residential	$584,590	Residential	$520,420	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008598	LOT 47, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$1,289,360	Mixed Use	$960,230	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008619	LOT 16, WILDERNESS STREAMS SUBDIVISION, FILING NO. 1	Residential	$498,810	Residential	$407,720	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008646	LOT 54, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$625,060	Mixed Use	$485,110	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008680	LOT 28, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$844,740	Mixed Use	$628,590	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008712	LOT 35, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$676,370	Mixed Use	$522,200	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008747	LOT 36, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$1,086,770	Mixed Use	$815,360	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008758	LOT 41, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$340,070	Mixed Use	$268,110	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008766	LOT 38, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$589,010	Mixed Use	$459,390	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008787	LOT 7, WILDERNESS STREAMS SUBDIVISION, FILING NO. 1	Residential	$783,010	Residential	$610,720	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R008859	LOT 83, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$407,260	Mixed Use	$316,200	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.

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R008919	PART OF LOTS 66 & 67, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$545,530	Mixed Use	$414,850	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R009232	LOT 73, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$578,480	Mixed Use	$438,400	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R009260	LOT 14, WILDERNESS STREAMS SUBDIVISION, FILING NO. 1	Residential	$1,148,150	Residential	$871,540	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R009262	LOT 18, WILDERNESS STREAMS SUBDIVISION, FILING NO. 1	Residential	$795,200	Residential	$619,430	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R009346	LOT 9, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$455,150	Mixed Use	$350,390	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R009347	LOT 72, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$628,560	Mixed Use	$474,160	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R009355	LOT 51, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$1,280,660	Mixed Use	$953,760	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R009360	LOT 16, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$1,046,140	Mixed Use	$772,640	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R009370	LOT 77, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$481,010	Mixed Use	$368,780	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R009423	LOT 40, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$410,710	Mixed Use	$318,570	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R017024	LOT 5, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$245,240	Mixed Use	$201,140	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R017025	LOT 6, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$893,040	Mixed Use	$663,370	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R017026	LOT 15, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$682,940	Mixed Use	$513,490	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R017027	LOT 18, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$547,050	Mixed Use	$416,500	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R017028	LOT 21, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$690,480	Mixed Use	$518,640	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R017031	LOT 31, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$393,870	Mixed Use	$306,560	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R017032	LOT 32, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$346,200	Mixed Use	$272,530	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R017033	LOT 46, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$635,740	Mixed Use	$493,230	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R017034	LOT 70, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$467,440	Mixed Use	$359,090	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R017035	LOT 71, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$538,910	Mixed Use	$410,130	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.

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R017426	LOT 7, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$534,050	Mixed Use	$407,120	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R017427	LOT 8, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$633,300	Mixed Use	$477,560	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R017429	LOT 50, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$659,430	Mixed Use	$510,210	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R024670	LOT 80, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$739,030	Mixed Use	$553,880	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R026062	LOT 1, WILDERNESS STREAMS SUBDIVISION, FILING NO. 1	Residential	$731,520	Residential	$573,950	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R027743	LOT 76, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$506,090	Mixed Use	$386,690	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R030564	LOT 2, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$462,210	Mixed Use	$355,800	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R030565	LOT 1, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$898,130	Mixed Use	$667,110	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R041029	LOT 4, WILDERNESS STREAMS SUBDIVISION, FILING NO. 2	Mixed Use	$710,080	Mixed Use	$532,610	CN	NBHD 811700: change from 1.75 to 1.25 multiplier from appeals.
R030451	LOT 2, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$1,567,660	Mixed Use	$1,177,430	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030452	LOT 3, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$1,019,070	Mixed Use	$778,460	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030453	LOT 4, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$1,188,910	Mixed Use	$901,990	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030454	LOT 5, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$643,070	Mixed Use	$505,000	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030456	LOT 7, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$1,126,720	Mixed Use	$856,750	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030459	LOT 10, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$1,037,990	Mixed Use	$792,250	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030460	LOT 11, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$1,483,580	Mixed Use	$1,116,320	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030466	LOT 17, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$1,021,780	Mixed Use	$748,190	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030467	LOT 18, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$689,750	Mixed Use	$538,960	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030471	LOT 22, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$310,280	Mixed Use	$263,010	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030472	LOT 23, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$988,150	Mixed Use	$755,970	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030473	LOT 24, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$1,091,820	Mixed Use	$831,370	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030474	LOT 25, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$885,980	Mixed Use	$681,660	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030475	LOT 26, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$448,350	Mixed Use	$363,390	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030476	LOT 27, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$988,480	Mixed Use	$756,210	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.

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Account	Legal Description	Current 2021 Value		CBOE Adjusted 2021 Value		Added	Reason for Change
#		Classification	Value	Classification	Value	By	
R030478	LOT 29, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$1,422,630	Mixed Use	$1,072,030	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030479	LOT 30, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$1,372,280	Mixed Use	$1,035,360	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R030480	LOT 31, STAR MOUNTAIN RANCH SUBDIVISION	Mixed Use	$520,890	Mixed Use	$416,150	CN	NBHD 811750: change from 1.65 to 1.2 multiplier from appeals.
R005940	UNIT 1, BLDG L, CRESTED MOUNTAIN NORTH CONDOMINIUMS, MT CRESTED BUTTE	Residential	$1,024,920	Residential	$788,400	AC	Corrected exterior building condition from Very Good to Good - inconsistent between sales and some other units.
R027163	UNIT 2, BLDG L, CRESTED MOUNTAIN NORTH CONDOMINIUMS, MT CRESTED BUTTE	Residential	$849,620	Residential	$653,550	AC	Corrected exterior building condition from Very Good to Good - inconsistent between sales and some other units.
R005942	UNIT 3, BLDG L, CRESTED MOUNTAIN NORTH CONDOMINIUMS, MT CRESTED BUTTE	Residential	$1,034,500	Residential	$795,770	AC	Corrected exterior building condition from Very Good to Good - inconsistent between sales and some other units.
R005944	UNIT 5, BLDG L, CRESTED MOUNTAIN NORTH CONDOMINIUMS, MT CRESTED BUTTE	Residential	$871,110	Residential	$670,090	AC	Corrected exterior building condition from Very Good to Good - inconsistent between sales and some other units.
R005948	UNIT 9, BLDG L, CRESTED MOUNTAIN NORTH CONDOMINIUMS, MT CRESTED BUTTE	Residential	$1,017,910	Residential	$783,010	AC	Corrected exterior building condition from Very Good to Good - inconsistent between sales and some other units.
R015573	LOT S-20, SKYLAND SUBDIVISION	Vacant	$643,800	Vacant	$592,000	MM	LEA 61450: Land value should have been $320,000, not $348,000. Corrected vacant account.
R015533	LOT S-1, SKYLAND SUBDIVISION	Vacant	$315,000	Vacant	$265,000	MM	LEA 61540: Land value should have been $212,000, not $252,000. Corrected vacant accounts.
R015532	LOT S-2, SKYLAND SUBDIVISION	Vacant	$315,000	Vacant	$265,000	MM	LEA 61540: Land value should have been $212,000, not $252,000. Corrected vacant accounts.
R015531	LOT S-3, SKYLAND SUBDIVISION	Vacant	$315,000	Vacant	$265,000	MM	LEA 61540: Land value should have been $212,000, not $252,000. Corrected vacant accounts.
R015515	LOT S-4, SKYLAND SUBDIVISION	Vacant	$239,400	Vacant	$201,400	MM	LEA 61540: Land value should have been $212,000, not $252,000. Corrected vacant accounts.
R015516	LOT S-5, SKYLAND SUBDIVISION	Vacant	$340,200	Vacant	$286,200	MM	LEA 61540: Land value should have been $212,000, not $252,000. Corrected vacant accounts.
R015519	LOT S-8, SKYLAND SUBDIVISION	Vacant	$214,200	Vacant	$180,200	MM	LEA 61540: Land value should have been $212,000, not $252,000. Corrected vacant accounts.
R015521	LOT S-43, SKYLAND SUBDIVISION	Vacant	$264,600	Vacant	$222,600	MM	LEA 61540: Land value should have been $212,000, not $252,000. Corrected vacant accounts.
R032588	LOT S-87, SKYLAND SUBDIVISION	Vacant	$315,000	Vacant	$265,000	MM	LEA 61540: Land value should have been $212,000, not $252,000. Corrected vacant accounts.
R032587	LOT S-88, SKYLAND SUBDIVISION	Vacant	$315,000	Vacant	$265,000	MM	LEA 61540: Land value should have been $212,000, not $252,000. Corrected vacant accounts.
R030027	UNDIVIDED 20% INTEREST IN: YELLOW JACKET LODE MINING CLAIM, SURVEY #4799, TIN CUP MINING DISTRICT	Vacant	$4,040	Vacant	$3,800	CN	Partial interest account with wrong inventory: *No Vehicular Without Proximity*, not *No Vehicular with Proximity*

Account	Legal Description	Current 2021 Value		CBOE Adjusted 2021 Value		Added	Reason for Change
#		Classification	Value	Classification	Value	By	
R033171	UNDIVIDED 40% INTEREST IN: YELLOW JACKET LODE MINING CLAIM, SURVEY #4799, TIN CUP MINING DISTRICT	Vacant	$8,080	Vacant	$7,600	CN	Partial interest account with wrong inventory: *No Vehicular Without Proximity*, not *No Vehicular with Proximity*
R071466	UNDIVIDED 20% INTEREST IN: YELLOW JACKET LODE MINING CLAIM, SURVEY #4799, TIN CUP MINING DISTRICT	Vacant	$4,040	Vacant	$3,800	CN	Partial interest account with wrong inventory: *No Vehicular Without Proximity*, not *No Vehicular with Proximity*
R040089	UNDIVIDED 25% INTEREST IN: HUDSON & ELGIN LODE MINING CLAIMS, SURVEY #6165, TIN CUP MINING DISTRICT	Vacant	$5,960	Vacant	$5,220	CN	Partial interest account with wrong inventory. Updated to match correct account.
R040090	UNDIVIDED 25% INTEREST IN: HUDSON & ELGIN LODE MINING CLAIMS, SURVEY #6165, TIN CUP MINING DISTRICT	Vacant	$5,960	Vacant	$5,220	CN	Partial interest account with wrong inventory. Updated to match correct account.
R033542	UNDIVIDED 16.67% INTEREST IN: NASH, CONTENTION, BEARDSLEY & CARBONATE LODE MINING CLAIMS, SURVEY #7052, TIN CUP MINING DISTRICT	Vacant	$15,840	Vacant	$13,470	CN	Partial interest account with wrong inventory. Updated to match correct account.
R043637	UNDIVIDED 50% INTEREST IN: POLAR STAR LODE MINING CLAIM, SURVEY #8567, ROCK CREEK MINING DISTRICT	Vacant	$6,060	Vacant	$5,700	CN	Partial interest account with wrong inventory. Updated to match correct account.
R028034	UNDIVIDED 25% INTEREST IN: YELM LODE MINING CLAIM SURVEY #7106, ROCK CREEK MINING DISTRICT	Vacant	$3,300	Vacant	$2,310	CN	Partial interest account with wrong inventory. Updated to match correct account.
R028040	UNDIVIDED 25% INTEREST IN: YELM LODE MINING CLAIM SURVEY #7106, ROCK CREEK MINING DISTRICT	Vacant	$3,300	Vacant	$2,310	CN	Partial interest account with wrong inventory. Updated to match correct account.
R040306	UNDIVIDED 75% INTEREST IN: J A GARFIELD LODE MINING CLAIM, SURVEY #18806, ROCK CREEK MINING DISTRICT	Vacant	$12,340	Vacant	$8,640	CN	Partial interest account with wrong inventory. Updated to match correct account.
R026855	UNDIVIDED 25% INTEREST IN: DIADEMA LODE MINING CLAIM, SURVEY #12166, ROCK CREEK MINING DISTRICT	Vacant	$1,020	Vacant	$720	CN	Partial interest account with wrong inventory. Updated to match correct account.
R011358	UNDIVIDED 2% INTEREST IN: CAVERN LODE MINING CLAIM, SURVEY #2816, ROCK CREEK MINING DISTRICT	Vacant	$290	Vacant	$190	CN	Partial interest account with wrong inventory. Updated to match correct account.
R043633	UNDIVIDED 50% INTEREST IN: LOTS 1-4 & 37-40, BLOCK 28, SCHOFIELD TOWNSITE	Vacant	$21,200	Vacant	$16,540	CN	Partial interest account with wrong LEA.

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Account	Legal Description	Current 2021 Value		CBOE Adjusted 2021 Value		Added	Reason for Change
#		Classification	Value	Classification	Value	By	
R072841	UNIT 3, ELCHO IV TOWNHOMES, CRESTED BUTTE SOUTH	Residential	$741,310	Residential	$550,000	MM	Elcho IV Townhomes: Adjust R072841 & R072844 to match CBOE# 9 - R072842 & CBOE #43 - R072845
R072844	UNIT 1, ELCHO IV TOWNHOMES, CRESTED BUTTE SOUTH	Residential	$741,310	Residential	$550,000	MM	Elcho IV Townhomes: Adjust R072841 & R072844 to match CBOE# 9 - R072842 & CBOE #43 - R072845
R043580	LOT 54, WILDHORSE AT PROSPECT SUBDIVISION	Residential	$1,349,880	Residential	$1,076,460	MM	Wildhorse at Prospect: 3/6 interior duplex buildings were appeals. Reduction of 25% to the improvement.
R043579	LOT 53, WILDHORSE AT PROSPECT SUBDIVISION	Residential	$1,281,420	Residential	$1,025,110	MM	Wildhorse at Prospect: 3/6 interior duplex buildings were appeals. Reduction of 25% to the improvement.
R043577	LOT 52, WILDHORSE AT PROSPECT SUBDIVISION	Residential	$1,281,420	Residential	$1,024,110	MM	Wildhorse at Prospect: 3/6 interior duplex buildings were appeals. Reduction of 25% to the improvement.
R010282	IMPROVEMENT ONLY: ON PALISADES RETREAT CLUB LAND, 48.18 ACRES IN SECTION 35, TOWNSHIP 50N, RANGE 1W	Residential	$83,290	Residential	$74,180	CN	Low quality structure in PRT. We adjusted two accounts under appeal at CBOE with low quality.
R010276	IMPROVEMENT ONLY: ON PALISADES RETREAT CLUB LAND, 48.18 ACRES IN SECTION 35, TOWNSHIP 50N, RANGE 1W	Residential	$115,560	Residential	$92,290	CN	Low quality structure in PRT. We adjusted two accounts under appeal at CBOE with low quality.
R011568	35 AC IN LOT 6, SEC 6 48N3W	Residential	$361,350	Residential	$341,910	AC	Correction: in 2018, year built was changed inadvertently changed from 2007 to 2017. Changed back and will abate two years.
R005102	LOT 16, CHALET VILLAGE SUBDIVISION, ADDITION NO. 6	Residential	$1,832,990	Residential	$1,039,810	MM	Per Mt CB building inspection - energy/insulation was approved 10/27/2020, percent complete should have been only 50% for year 2021. MM discovered this when checking their neighbor R005101 and during physical inspection on 6/30/21 & was able to talk to the owners. The DTG also has a living area & should be imp #2
R003011	UNIT 4, FLORESTA CONDOMINIUMS, CRESTED BUTTE	Residential	$519,380	Residential	$448,750	AC	Other five units appealed - changed exterior condition to below average, condo type to triplex, interior quality to fair (with 0.8 for below average condition)
R041111	TRACT 2, BLOCK 73, VERZUH RANCH ANNEXATION, CRESTED BUTTE	Residential	$837,350	Residential	$766,590	AC	Deed restricted override - imp 2 should have had no value
R032274	UNIT A, SOLSTICE CONDOMINIUMS, CRESTED BUTTE	Residential	$386,440	Residential	$338,190	AC	Deed restricted - capped - Saddle Ridge HOA
R032276	UNIT C, SOLSTICE CONDOMINIUMS, CRESTED BUTTE	Residential	$263,490	Residential	$227,630	AC	Deed restricted - capped - Saddle Ridge HOA
R042856	UNIT A, REDWELL TOWNHOUSES, CRESTED BUTTE	Residential	$348,290	Residential	$213,540	AC	Wrong capped price calc from Town of CB. William initiated 2019/2020 abatement.
R002973	UNIT 6, BLDG A, SLATE RIVER CONDOMINIUMS, CRESTED BUTTE	Residential	$300,120	Residential	$270,100	AC	Deed-restricted - no cap
R027703	UNIT A, FAUST CONDOMINIUMS, CRESTED BUTTE	Residential	$780,750	Residential	$618,770	AC	This is a condo, not a townhome. Abate two years.

Account	Legal Description	Current 2021 Value		CBOE Adjusted 2021 Value		Added	Reason for Change
#		Classification	Value	Classification	Value	By	
R011417	Site 41, MASDEN LAKE FORK COVE SUBDIVISION	Residential	$272,480	Residential	$272,480	CN	Discovered basement area is not finished during sale physical.
R073109	LOT 27, BLOCK 29, CRESTED BUTTE SOUTH SUBDIVISION	Vacant	$43,060	Residential	$43,060	AC	Should have been contiguous res based on cluster with R015044.
R003714	LOTS 17-20, BLOCK 37, PITKIN	Vacant	$62,610	Vacant	$59,630	KM	Removed *Well Installed* attribute
R003714	LOTS 17-20, BLOCK 37, PITKIN	Vacant	$62,610	Vacant	$59,630	AC	Well Installed attribute incorrectly applied.
R044624	9.102 ACRES IN SECTION 11, TOWNSHIP 45N, RANGE 4W	Agricultural	$650	Vacant	$50,510	KM	Confirmed with Lessee that this property is not fenced and not grazed. Owner is expecting classification change. Although property is under lease, there is not fence along highway and lessee has not grazed the area.
P070416	PP: LEASED EQUIPMENT - SOMERSET (703)	Personal Property	$280	Personal Property	$0	VH	Remove leased equipment which was disposed of prior to January 1st 2021
P027813	PP: LEASED EQUIPMENT - GUNNISON (100)	Personal Property	$237,010	Personal Property	$184,890	VH	Remove leased equipment which was disposed of prior to January 1st 2021

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Executive Session, pursuant to C.R.S. 24-6-402(4)(

Action Requested: Discussion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Executive Session, pursuant to C.R.S. 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations related to property interest(s) located in Gunnison County, Colorado, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S.

Fiscal Impact:

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/13/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20

Agenda Date: 12/21/2021

Revised April 2015